



MoU & Services Agreement

This MoU & Services Agreement (hereinafter "Agreement") is being entered into on 08-02-2023 between KANPUR INSTITUTE OF TECHNOLOGY, A-1, UPSIDC, Industrial Area, Chakeri Ward, Rooma, Kanpur – 208001, Uttar Pradesh (hereinafter referred to as "Client") and ;

HAPPIMYND PROFESSIONAL SERVICES PVT. LTD., having its registered office at **Vatika City, Sec-49, Sohna Road, Gurugram - 122018** (hereinafter referred to as "HappiMynd"), for access to solutions related to Emotional & Mental Wellness including services accessible from www.happimynd.com ("Site") to utilize the Services (defined below), effective from agreement date. The Agreement sets forth the terms and conditions under which HappiMynd will use certain proprietary technology, online assessment platform, Psychoeducation Webinars, Content (defined hereinafter), and materials (the "HappiMynd/HappiMynd Materials") to provide holistic Mental Wellbeing support system. The terms and conditions contained below (including the "Terms of Use" available at <https://happimynd.com/terms> and "Privacy Policy" available at <https://happimynd.com/privacy>). The terms and conditions of Services under this Agreement, also include any enhancements, updates, upgrades, corrections, bug fixes, including offline services such as customer and technical support, or other modifications created and supplied by HappiMynd, and any associated user manuals or other documentation supplied by HappiMynd, in conjunction with the usage, to the extent that such items are made available by HappiMynd to all its customers at no charge and are not accompanied by a separate license agreement or terms of use.

1. SERVICES

- 1.1 Subject to the terms of this Agreement, HappiMynd grants to Client the non-transferable and non-exclusive right and license to remotely access and use the Service solely for Mental Wellness assessments and accessing Psychoeducation content & other Mental Wellness support facilities for its End Users (defined below) during the term stated in the separate proposal document, for the term stated in this agreement. For the purposes of this Agreement, "End Users" shall mean and include the prospective and current employees/students/scholars of the Client, who shall be permitted to undertake the Services through the Site using the HappiMynd Materials. This license is a worldwide license, with the exception that the Client and End Users cannot access the Services from, or use the Services in, those countries where it is prohibited or restricted under the laws of that country.**
- 1.2 HappiMynd will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service, and Client shall comply with the applicable HappiMynd security guidelines and procedures made known to Client through the Service or otherwise. However, HappiMynd does not control the transfer of data, including but not limited to Client's information collected hereunder during the providing of the Services, over telecommunications facilities, including the internet, and HappiMynd does not warrant secure operation of the Service or that such security technologies will be able to prevent third party disruptions of the Service. It is explicitly clarified that HappiMynd is and shall not be liable for any third-party disruptions over telecommunications facilities, including the internet. For instance, if any e-mail or any communication is being sent from HappiMynd's servers to an End-User's email id, HappiMynd will not be responsible if any disruption is caused by a third party provider, or such disruption occurs during the transmission of such communication. Example, if an individual assessment report is being sent to a particular email id, in that case, HappiMynd will not be responsible for any disruption that occurs in-transit, caused by a third party.**





- 1.3 *HappiMynd shall have the right to use third parties in performance of its Services hereunder including for the maintenance of its Software or platform.*
- 1.4 *Client would ensure below in lieu of the complimentary services offered by HappiMynd,*
- a. Offer the status of exclusive Emotional Wellbeing Partner to HappiMynd
 - B. Allow HappiMynd to display its educational and awareness material AROUND MENTAL HEALTH, in display spaces and in events in campus through the year for complimentary

2. OWNERSHIP

- 2.1 *By signing this Agreement, Client irrevocably acknowledges that Client has no ownership interest in the HappiMynd Materials. HappiMynd shall own all right, title, and interest in such HappiMynd Materials, subject to any limitations associated with intellectual property rights of third parties. All the Content may only be used solely as a part and for the duration of the Service, in accordance with the terms of this Agreement. HappiMynd or its licensors own all right, title and interest in any and all patent rights, copyrights, trademark rights and other rights in the Site and Services, including the Content, as well as any improvements, design contributions or derivative works conceived or created by either party in or to the Services, including the know-how, techniques, or procedures acquired or used by HappiMynd in the performance of Services hereunder. HappiMynd reserves all rights not specifically granted herein. This provision does not grant HappiMynd with ownership of Client's Content or Client's Marks as defined below. Client shall not remove notices and notations on the Site or in the Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights.*
- 2.2 *In HappiMynd's use of Client's trademarks, service marks or trade names ("Client's Marks") for providing Services hereunder, Client hereby permits HappiMynd to use Client's Marks in connection with the performance of the Services and list Client in its general list of customers. Client also permits HappiMynd to bring out press releases, create case studies on an anonymized basis and will be open to provide quotes from time to time solely for HappiMynd's marketing purposes.*

3. CONFIDENTIALITY AND DATA PROTECTION

Each of the parties hereto agrees to keep confidential any and all information with respect to the other party which it has received or may in the future receive in connection with this Agreement which is not otherwise available to the general public without restriction ("Confidential Information").

- 3.1 *HappiMynd handles personal data as per the 'HappiMynd Privacy Policy' available at <https://happimynd.com/privacy> which is in accordance with the applicable Data Protection Laws while rendering Services to Client and in performing its obligations under this Agreement. For the purposes of the Agreement, "Data Protection Laws" means all applicable statutes, laws, secondary legislation, regulations and common law duties pertaining to privacy, confidentiality and/or the protection of Personal Data or corporate data in India including, without limitation, Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (India) and Information Technology Act, 2000 (IT Act, 2000).*

4. DISCLAIMER

- 4.1 *Users must carefully read and understand all of the disclaimers, limitations and restrictions described herein before using the assessment services, reports, products or the company systems or website. By using the assessment services,*





reports, products or company systems or website, by clicking the "I Accept" button on the company system, or by downloading, installing or otherwise using the assessment services, reports, products or company systems or website, the client indicates, on behalf itself and its affiliates to HappiMynd or its affiliates, their agreement to be bound by the terms of this disclaimer. If the client does not agree with the terms of this disclaimer, please do not use the assessment services, reports, products or company systems and do not download, install or use the software, company systems or website.

4.2 HappiMynd expressly disclaims and accepts no liability for any loss arising from the use of the assessment services, reports, products or the use of HappiMynd's systems, app or website, any action taken or refrained from, and all personal or business decisions taken as a result of or reliance upon anything, including, without limitation, information or advice, contained in the output of any assessment or any reports or sources of information used or referred to therein, or for actual results or future events.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 The user is responsible for all their decisions and actions and agrees that they are made independent of any representations by HappiMynd or the Psychological Wellness Professionals. HappiMynd or the Wellness Professional cannot be held responsible for such decisions and actions or any outcomes as a result.

5.2 If any user takes up paid services then its their personal decision and will abide by the HappiMynd's Terms of Service , outside this agreement.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on Effective Date as specified above and continue to remain active till terminated by either party or otherwise indicated under any other agreement.

The persons executing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing By signing below, each party acknowledges that it has read, understood, and agrees to the terms of this Agreement.

Agreed to by:

HAPPIMYND PROFESSIONAL SERVICES PVT. LTD

KANPUR INSTITUTE OF TECHNOLOGY

Name: Amit Rath
Designation: Founder
Date: 08-02-2023

Name: Dr. Brajesh Varshney
Designation: Director
Date: 08-02-2023
Director
Kanpur Institute of Technology
A-1, UPSIDC Industrial Area, Room
Kanpur-208001

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02/23

HAPPIMYND PROFESSIONAL SERVICES PVT. LTD.

133, Floor 13, Jasmanium 2, Vatika City, Sec - 49, Sohna Road, Gurugram - 122018.