



सत्यमेव जयते

INDIA NON JUDICIAL

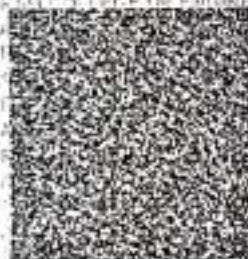
Government of Karnataka

Rs. 200

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Purchased by : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
Description of Document : Article 12 Bond
Description : MOMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
 (Zero)
First Party : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
Second Party : MS EDGATE TECHNOLOGIES PVT LIMITED BENGALURU
Stamp Duty Paid By : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
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MEMORANDUM OF UNDERSTANDING

Pure MCU Teaching Lab Setup at Sri Sairam College of Engineering

This memorandum of understanding (MoU) is made and entered into as of the 23rd day of December 2015 between the following institutions.
The MOU renewed on 10-01-2019 towards the mutual services.

- a. M/s EdGate Technologies Pvt Limited which is the university Program Partner of Texas Instruments, India
- b. Sri Sairam College of Engineering, Anekal, Bengaluru - 562 106.

Statutory Alert:

- 1. The authenticity of this Stamp Certificate should be verified at "www.stcfeastamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- 2. The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.



Sri SAIRAM COLLEGE OF ENGINEERING

(Formerly SHIRDI SAI ENGINEERING COLLEGE)

Managed by Saphagiri Educational & Charitable Trust

Approved by AICTE, New Delhi, Recognized by Govt. of Karnataka & Affiliated to Vivekananda Technological University, Belgaum

Campus : Sai Leo Nagar, Guddanahalli (PO), Anekal, Bangalore - 562 106. Tel: +91-80-27830221, 27840631 / 632. Fax: +91-80-27830355

Founder & Chairman: M.J.F. Lion. Leo Muthu



Memorandum of Understanding

Pure MCU Teaching Lab Setup at Sri Sairam College of Engineering

This memorandum of understanding is signed on the 23rd day of December, 2015, between the following institutions.

- M/s EdGate Technologies Pvt Limited which is the University Program Partner of Texas Instruments, India
- Sri Sairam College of Engineering

This Memorandum of Understanding is proposed in order to establish a teaching lab facility using MSP430 Launch pad at Sri Sairam College of Engineering

Through this Memorandum of Agreement, the two parties agree to the following.

- A steering committee will be set up to monitor the activities of the MoU. The committee will consist of the Mr.Gurpreet Singh of M/s EdGate Technologies Pvt Limited and Prof. C.Sivaprakash, Professor & Head, Dept. of Electronics & Communication Engineering of Sri Sairam College of Engineering. With mutual consent, the steering committee can be expanded to include more members from the two institutions. The steering committee will be the supreme body as far the implementation of the activities of the MoU, the continuation of the MoU, and termination of the MoU are concerned.
- Lab Setup: The College will utilize their existing lab to setup "Texas Instruments Lab". EdGate Technologies Pvt Limited agrees to donate MSP430 Launch pad- 20 Nos to college under TI University Program to setup Texas Instruments MSP430 Lab EdGate Technologies Pvt Limited working with TI India will also provide the branding, Material to setup the lab, e.g. posters and name plates. The college will be responsible for purchasing any other equipment(s) required to setting up the lab and for maintenance of the lab. EdGate Technologies Pvt Limited agrees to set up the lab and provide the necessary initial training and learning materials to begin with utilization of Lab.
- Curriculum: The College will explore ways to introduce a lab based courses using Texas Instruments TI Platforms in their undergraduate /post graduate engineering curriculum.
- Faculty Development Program: Under University Program EdGate Technologies and TI will organize at least one faculty development program at the premises of the college to help the faculty members in teaching Microcontrollers using MSP430 kit. The college will provide the infrastructure and other facilities to conduct event successfully.
- Workshops/Events: If the College wishes to organize a national event in the area of TI Platform. EdGate Technologies Pvt limited /TI will provide speakers.
- Publicity through Media: The college does not publicize the event to other external communication about the MOU in electronic or print media without explicit permission from EdGate Technologies pvt Limited /Texas Instruments. In case the college /University wants to do so, a prior approval from Texas Instruments and EdGate Technologies Pvt limited is required.

Authorized Signatories:

Authorized Signatory from the Institution :

23/12/15
Head of the Department

Dept of Electronics & Communication Engineering
Sri Sairam College of Engineering

Authorized Signatory from your Company :

Anekal, Bengaluru - 562 106.





100/- SRI SAIRAM COLLEGE OF
Date 25/11/2019

SRI SAIRAM COLLEGE OF
Engineering
Anekal

BX 006572

Shanmuga Sundaram
Stamp Vendor L.No:17/2009/KG
HOSUR - 635 109. (T.N.)

THIS MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is made and executed on 28th November 2019

BETWEEN

SRI SAIRAM COLLEGE OF ENGINEERING

Sai Leo Nagar Guddanahalli post Anekal,
Bengaluru, Karnataka 562106

&

GENED TECHNOLOGIES

#26, First Floor, 3rd Cross Rd, Mangammanapalya Main Road,
HSR Layout Sector 7, Bengaluru, Karnataka 560068

Handwritten signature and date: 28/11/2019

Handwritten signature and date: 28/11/19

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on this the 28th Day of November Two Thousand and Nineteen (28 / 11 / 2019), by and between

SRI SAIRAM COLLEGE OF ENGINEERING, ANEKAL, BANGALORE, the First Party (herein after referred as 'First Party')

AND

GENED TECHNOLOGIES, HSR LAYOUT, BANGALORE, the Second Party (herein after referred to as 'Second Party')

WHEREAS:

- A) First Party is an Educational Institution named:
SRI SAIRAM COLLEGE OF ENGINEERING
Second Party is an Organization named:
GENED TECHNOLOGIES
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their knowledge resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts within areas of Skill Based Training, Education and Research.
- D) Both Parties, being educational entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **GenEd Technologies**, the Second Party is engaged in activities of Skill Development, Education and R&D Services in the fields of **Engineering** and related fields.
- F) MoU is sworn in by the Department of Electronics and Communications Engineering of Sri Sai Ram College of Engineering.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

Handwritten signature
28/11/2019

GenEd Technologies
28/11/2019
Mangalore, Karnataka
Bangalore, Karnataka

Page 2 of 5

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28/11/19

**CLAUSE 1
CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the students of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2
SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in training and skill development and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Students of the First Party to involve in Industrial Training Programs. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Workshops / Industrial trainings for the hands-on training of the learners enrolled with the First Party at the first party place itself.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Electronics and Electricals**.

Page 3 of 5

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28/11/2019

GenEd Technologies
206, 1st Floor, 3rd Cross,
Mangalore Main Road,
HSR Layout, Sector 7, Bangalore - 560 068.

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28/11/19

- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 First Party to obtain all internal / external approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.8 All safety measures, precautions at the premises of First party are to be arranged by First Party. The responsibility regarding any accidents / untoward incident, if any, lies with the First Party.
- 2.9 **All financial commitments are on the part of the Sri Sairam College of Engineering, the First Party to take up any programme mentioned in the MoU.**
- 2.10 **All the arrangements for providing space such as Rooms / Lecture Halls are to be made by the First Party.**
- 2.11 **All expenses related to procurement such as components and other materials for Training / Workshops are to be provided by the First party. However, the second party will arrange for this on request by the first party, on payment basis.**
- 2.12 **All the service charges will be exclusive of GST / taxes.**

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This MOU will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.
- 4.3 **Any amendments to this MoU can be made at any time under mutual agreement.**

Handwritten signature
28/11/2019

GenEd Technologies
PTE LTD
100/1000, 100/1000
NSP Layout, Sector 2, Bangalore - 560 008

Page 4 of 5

Handwritten signature
28/11/19

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party

AGREED:

For Sri Sairam College of Engineering

For GenEd Technologies


Prof. Srinivasakrishna C
Prof and Head, Dept of ECE
Sri Sairam College of Engineering
Sai Leo Nagar Gaddankhal post Anekal,
Bengaluru, Karnataka 562106


Dr B Shadaksharappa
Principal
Sri Sairam College of Engineering
Sai Leo Nagar Gaddankhal post Anekal,
Bengaluru, Karnataka 562106


K Uday Bhargav
Proprietor
GenEd Technologies
#26, First Floor, 3rd Cross Rd, Mangammasipalya
Main Road, HSR Layout Sector 7, Bengaluru,
Karnataka 560068

Witness


K. P. Linija Shylini
Assistant Professor, Dept of ECE
Sri Sairam College of Engineering
Sai Leo Nagar Gaddankhal post Anekal,
Bengaluru, Karnataka 562106


Azeezur Rahman Shariiff
Project Consultant
GenEd Technologies
#26, First Floor, 3rd Cross Rd, Mangammasipalya
Main Road, HSR Layout Sector 7, Bengaluru,
Karnataka 560068

GenEd Technologies
#26, First Floor, 3rd Cross Rd,
Mangammasipalya Main Road,
HSR Layout, Sector 7, Bengaluru - 560 008.



தமிழ்நாடு தமில்நாடு TAMILNADU

No. _____

FATHOM TECHNOCRATS PVT LTD
HOSUR

Date: 03.03.2020

Rs. 100/-

CA 093840

K. SELVARANI

STAMP VENDOR

LICENCE No. 868/1994

HOSUR-635 109

'MEMORANDUM OF UNDERSTANDING'

This Memorandum of Understanding (MoU) is made on 04.03.2020 between Fathom Technocrats Pvt Ltd (FTC), a company with wide range of supreme Engineering services like CAD/ CAM/ CAE services, Manufacturing Support, Design & Development, also as a part of Technical Training its franchised with EduCADD Learning Solution an authorised training institution for CAD/ CAM/ CAE oriented trainings, having its office at NO 6, Kamatchi Layout, Near Adhiyamaan College of Engineering, Next to MRF, Bathalapalli, Hosur - 635 109, India (hereinafter referred to as FTC), represented by its Director on the one part.

AND

Sri Sairam College of Engineering, one of the leading Institution engaged in imparting quality education in the engineering field affiliated to VTU, Belagavi and recognised by AICTE, having its college at Anekal, Bengaluru, Karnataka 562106, and India (herein referred to as SSCE)

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This MoU is made for imparting skill development training under different training programs organized by FTC with EduCADD for their students and staff.

In this connection, the following points are agreed upon:

1. Objective:

The overall objective of the FTC is to provide skill development, advanced technology hands-on-Training and to enhance employment opportunities. To achieve this objective, the SSCE will mobilize its students / participants to undergo skill-development training to make them industry ready/Fit.

2. Recitals:

- a. FTC is an organization providing technical skill training and consultancy services in advanced technology areas to students, jobseekers, school dropouts, and unemployed youth and industry personnel.
- b. SSCE is an institution engaged in imparting education to develop professional skills and prepare the students/Employees for immediate employment and provide them with a solid foundation for further education.
- c. The purpose of this agreement is with reference to defining the areas of co-operation benefiting both SSCE and FTC.

This agreement witnesses as follows:

Areas of co-operation

3. Scope of Agreement:

FTC:

- FTC to liaison with SSCE for providing advanced technical skill training to the students or participants mobilized by SSCE.
- FTC will provide training on the specified list of Courses (See Annexure - I) to different category of students referred by SSCE.
- FTC will, unless otherwise stated utilize its premises, subject experts, software and training kits / equipment for conducting training.



SSCE:

- To promote courses run by FTC, SSCE will mobilize its students/Participants.
- The SSCE will mobilize minimum of 100 students/ participants per year.
- Subject to mutual convenience, SSCE will utilize the services of the faculty of FTC to render specialized domain intervention and conduct technical sessions in order to promote the FTC activities and motivate the students.
- SSCE shall initiate students meet and other business promotional activities to promote the training activities of FTC. FTC shall provide technical support, presentation and promotional materials for such events.

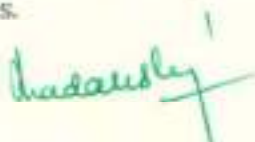
4. Training Support & Methodology:

The training shall be conducted at FTC premises or at the premises of the SSCE if the FTC satisfies itself on the adequacy of the infrastructure to conduct such training programs.

- Subject to availability of adequate infrastructure, FTC can conduct sandwich courses wherein partial training can be conducted at SSCE premises or any other mutually agreed place with other associated activities conducted at FTC.
- FTC shall provide all support needed for imparting the necessary training to the students mobilized by SSCE.
- Each Training program of specified duration will be carried out on mutually agreed terms.
- FTC will issue the Certificates to the students after successful completion of the training program. Since FTC owned EduCADD franchise an authorized Training Academy for CAD/ CAM/ CAE, a students trained in authorized courses would get certificates directly from software manufacturer if required.
- FTC through EduCADD can provide Authorised Certificates from Dassault System and Oracle.

5. General Agreements

- Both the parties agree that no action / failure on either part, to act relating to the above proposal, will give raise to / serve as the basis for any claim, obligation or liability on either side.
- Both the parties can issue press release, make public announcement, or other such disclosure related to this Agreement without the other party's prior consent as long as it does not affect the aim, objective, ethical values and reputation of the respective Institutions.
- This Agreement may be amended with the prior written consent of both the parties.



- Subject to availability of infrastructure and other facilities at FTC, students mobilized by SSCE and undergoing training at FTC can take up appropriate projects which may be required as part of Academic requirement at SSCE. If required, such projects can be carried out in co-ordination with the associated faculty from SSCE.
- Either party can cancel or terminate this Agreement by giving an advance notice of three (3) months to the other with proper justification for such act.

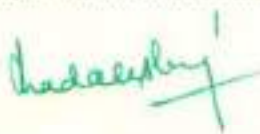
6. Course Deliverables:

The list of courses offered, eligibility criteria and fee structure is appended at Annexure-I.

- FTC will follow its standard methodologies related to conduct, student attendance, globally accepted quality norms, student feedback, internal assessments, examination, evaluation and certification, smooth & effective delivery of course content and competence building of the trainee student.
- The training shall be conducted at FTC premises or at the premises of the SSCE if the FTC satisfies itself on the adequacy of the infrastructure to conduct such training programs.
- Subject to availability of adequate infrastructure, FTC can conduct sandwich courses wherein partial training can be conducted at SSCE premises or any other mutually agreed place with other associated activities conducted at FTC. The minimum & maximum student batch size for commencing a batch will be decided on mutually agreed numbers and it is as per the available seating capacity at FTC.
- The listed courses can vary from time to time and courses shall be added / deleted based on mutual convenience, in discussion by both the parties.
- The technical support in terms of presentations and publicity material shall be provided by FTC.

Note:

- The duration of training course per day is flexible to suit the requirements of the Institution / Students/Participants. This will be in mutual consultation between FTC and SSCE.
- Also, FTC has an open mind to conduct week-end courses i.e., on Saturday and Sunday provided SSCE mobilizes a full batch size of students in any of the streams that it would like to have the training.



7. Course Fee and mode of payment:

- The course fee at present is as reflected in Annexure - I. for regular programs
- Any changes in course fee in future will be communicated.
- For tailor made program course fee will based on per student per module with Minimum of 25 to 30 students in a batch. Duration of the program will be based on the selected module. No fee discount is allowed in tailor made programs
- For regular programs (as per Annexure -1) SSCE shall organize upfront collection of fee from the students mobilized and arrange remittance of the same to FTC.
- Course fee to the students mobilized by SSCE in minimum number of participants as per the batch size.
- FTC shall issue an appropriate invoice / receipt.

Note: All payments shall be made in favour of the Fathom Technocrats, Hosur.

- SSCE fully understands that the fees charged is a fair estimate of the expenditure incurred by FTC for utilizing the infrastructure, designing & developing the program content, acquiring the necessary principal licenses, hardware, providing the course material and for arranging lectures by certified experts in the current Technologies including assistance in extending placement to eligible students trained in FTC.
- FTC shall prepare a consolidated list of students mobilized/referred by SSCE and enrolled to the different courses and make available a copy of the same to SSCE as and when the process of admission for the respective courses are completed.

8. Notices:

All notices, requests and other communications under this agreement or in connection herewith, shall be given to the respective parties as follows:

To,
Director,
Fathom Technocrats Pvt Ltd,
No.6, Kamatchi Layout,
Near Adhiyamaan College of Engineering,
Bathalapalli,
Hosur - 635109

Chandrasekhar



To,
Principal,
Sri Sairam College of Engineering,
Sai Leo Nagar, Guddanahalli (PO),
Anekal
Bengaluru - 562106

9. Review:

For smooth and efficient functioning and implementation of the MoU, both the parties shall meet at regular intervals on mutually agreed dates and review the program / progress and the fee structure, also take action to remove the difficulties / constraints if any in implementing the MoU.

In witness whereof those present have been entered hereto, on the day and year first herein above, written under their respective seal of office,

For FTC

Authorized Signatory with Seal

Name:

Title: DIRECTOR

Date: 4/3/2020

Witness

Signature: *Naveen Kumar*

Name: Naveen Kumar.

Designation: Technical Head.

Signature: *Asho Anandh*

Name: Asho Anandh

Designation: Manager.

For SSCE

Authorized Signatory with Seal

Name: Dr. B. Shadaksharappa

Title: PRINCIPAL

Date: 4/3/2020.

Witness

Signature: *Dr. R. Anur Kumar*

Name:

Designation: Manager. *Perumath.*

Signature: *Balaji V.*

Name: Balaji V.

Designation: HOD - mech.

Training Proposal

To,

The Principle,
Sri Sairam College of Engineering,
Guddanahalli, Anekal,
Karnataka – 562106.

Dear Sir / Madam,

Greeting from EduCADD Hosur,

We are happy to share the proposals for training on CAD Tool.

1. AutoCAD 2017
2. Creo 3.0
3. CATIA V5.

We are ready to conduct sessions for a minimum of **20 Participants**.

S.NO	DESCRIPTION	No. of Sessions	TRAINING FEE
1	AutoCAD	20 Hrs.	Rs 5000/- per Student
2	Creo 3.0 (or) CATIA V5	60 Hrs.	Rs 8000/- per Student

*No. of session mentioned above must be considered only for completion of class by the facilitator.

Time plan:

- 1st option: Training planned for **3 Days** of a week with **4 Hours** each Session.
- 2nd option: **2 Days** a Week with **4 hours** each session and **Every Saturday Full day**.
- 3rd option: **1 Day** a week with **4 hours** session and **Every Saturday Full day**.

Training Materials & Course Completion Certificate towards the courses will be provided based on **Course module**.

Students enrolling for both AutoCAD and Creo or CATIA will get certified as **DIPLOMA in MECHANICAL CAD**

Once finalized we are ready to start the Training for selected Courses based on the selected time plan.



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Government of Karnataka

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Certificate No. : IN-KA58697683358208R
 Certificate Issued Date : 23-Jul-2019 11:49 AM
 Account Reference : NONACC (FI)/ kaksfcl08/ ANEKAL1/ KA-BN
 Unique Doc. Reference : SUBIN-KAKAKSFCL0842964251526143R
 Purchased by : SRI SAIRAM COLLEGE OF ENGINEERING
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRI SAIRAM COLLEGE OF ENGINEERING
 Second Party : IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS
 Stamp Duty Paid By : SRI SAIRAM COLLEGE OF ENGINEERING
 Stamp Duty Amount (Rs.) : 200
 (Two Hundred only)

Authorised Signatory
 Anwar Saahardha Credit Co-operative Ltd
 Putanna Building, Tilak Circle
 Ankal - 562106



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and executed on the 29-07-2019

BETWEEN:

MI.1. Sri Sairam College Of Engineering, Sai Leo Nagar, Guddanahalli Post, Ankal, Bangalore-562106 Represented By Dr. Y. Vijayakumar, Principal & Prof. Malai K V, Hod, EEE, Sri Sairam College Of Engineering (On Behalf Of Department Of Electrical & Electronics Engineering) which expression shall include its Successors Legal Representatives and Assigns of the **FIRST PART;**

AND

MI.2. IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE), (E-210, First Floor, Sector 63, Noida, Delhi NCR 201301) herein after referred to as "ISIE" which expression shall where the context so admits include its successors and permitted assigns as **OTHER PART;**

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

M2. ORGANISATION PROFILE

M2.1. IMPERIAL SOCIETY OF INNOVATIVE ENGINEERS (ISIE):

Imperial Society of Innovative Engineers (ISIE, An ISO 9001:2008 & Associate Member of FMSCI and SFI, National Youth Award Winner by Ministry of Youth Affairs, Recommended by Ministry of New and Renewable Energy, Govt. of India) have indigenous developed & manufactured **100% Solar Powered** and **Hybrid Vehicles** to make our country green and clean. This initiative of Imperial Society of Innovative Engineers (ISIE), after a long way of research & development, provided the platform to engineering students from more than **500+ colleges** from all over the country to build the vehicle, which runs on **green energy**. As our initiative is supported by **CII-Confederation of Indian Industry**, CII provided us opportunity to exhibit **solar/hybrid** at **GES16** and **GMX 2017** held at **India Expo Mart** and **Pragati Maidan, New Delhi** respectively to show talent in front of world's leading Automobile companies. Our services are also appreciated by **PMO India** and **ESVC (Asia's biggest Solar Vehicle Challenge)** has been noted by **MNRE (Solar R&D Division) For Solar Research Project**. We are leading organization from last **6 years** to promote **Innovation and New Concept of Technology**. In past year, we organized more than **1000** various **Unique Concept Skill Development Program** to skill future generation and meet the demand of Industry for their career. We have trained more than **100000+ undergraduate** in past **6 years** for technical, research and professional skills. We had created new job opportunities, start-ups and new concept in **Green Technologies**.

M2.2 Sri Sairam College of Engineering

Sri Sairam College of engineering formerly Shirdi Sai Engineering College Bengaluru, established in the year 1997 by M.J.F. Ln .Leo Muthu, Chairman of Saphthagiri Educational Trust, is a non-profitable and non-minority institution. Located within the Bangalore city limits, SSEC is an inspirational place to study in which everything from classroom to laboratories, hostel to cafeteria is state-of-the art. The labs and other facilities are among the best in the region making it one of the most sought after institutions by parents and students.

The Ultra-modern computer labs with latest software and hardware make it a learning heaven for IT enthusiasts. Teaching rooms and work areas are well furnished and equipped with modern up-to-date facilities.

Shirdi Sai Engineering College has developed into a reputed Engineering Institution with ISO 9001: 2008 Certification. Offering top quality technical education and moulding the younger

generation with the spirit of service to society, our Chairman has spared no efforts to induct dedicated faculty and provide adequate infrastructure facilities. The college is affiliated to the Visvesvaraya Technological University and also approved by All India Council for Technical Education (AICTE), New Delhi

M2.3 MoU between ISIE and Sri Sairam College of Engineering

After studying the strengths and objectives, **ISIE and Sri Sairam College of Engineering** agreed that they could share the expertise available at both ends for mutual benefits in the field of education, training, social development and enter in MoU. Based on the discussion held among the faculty members **Sri Sairam College of Engineering and ISIE** certain thematic areas / programmers has been identified for mutual collaboration.

M3. PREAMBLE

This is a service level agreement between the two parties for the welfare of both **ISIE** and the Faculty Members of **Sri Sairam College of Engineering**.

M4. VALIDITY / DURATION OF THIS MoU

This Memorandum of Understanding is valid for **Three year (36 Months)** from the date of its signing and thereafter is to be renewed with new amendments if any, mutually agreed upon by both the parties.

M5. PURPOSE OF THIS Mou:

This document outlines a strategic understanding between **ISIE** and **Sri Sairam College of Engineering** works together for Skill Based Education. The primary aim of this partnership is to aid Sri Sairam College of Engineering in establishing a high-quality people repository in technology and allied fields. This will help Sri Sairam College of Engineering to teach and train their students on strategic and innovation technologies and equip the students, faculty of the Sri Sairam College of Engineering towards attaining skills in cutting-edge technologies in allied areas of engineering & technology.

Benefits of Skill Based Education

- Advanced & practical learning for the budding technocrats of India, through exclusively designed and developed programs by ISIEINDIA.

- Participants will get a 360-degree exposure i.e. Theoretical Knowledge, Hands on Experience, Industrial Skills & Career Building opportunities.
- Our main motive is to pour life-changing water (H₂O+skill+development) to that seed to grow up as a perfect engineer for the mother earth.

M6. PROPOSED MODES OF COLLABORATION:

It is further agreed that the parties without any pressure, influence, or any type of compulsion are signing this agreement. **Sri Sairam College of Engineering** and **ISIE** propose to collaborate through.

1. Imperial Society of Innovative Engineers (ISIE) every year will conduct the following programs at Sri Sairam College of Engineering in every year.
 - Summer Training Program (On Campus Training Program)
 - Guest Lecture
 - Expert Lecture
 - Skill Development Program
 - Faculty Development Program
 - Skill Awareness Program
 - Academia Partnership Program on Electric Vehicle Engineering
 - Academia Partnership Program on Renewable Energy Engineering with Specialization in Green Technology
2. Imperial Society of Innovative Engineers (ISIE) will procure certified trainers and Industry expertise.
3. Sri Sairam College of Engineering should provide the following infrastructure facilities during this training program
 - The needful infrastructure of class area, manpower and electrical connections for the classroom equipped with all essential necessities.
 - Necessary fabrication lab space & workshop along with tools.
 - Necessary machines for fabrication process.
 - Accommodation, Local Transportation will be provided to all the trainers, experts, speakers and Guests.
4. ISIEINDIA will provide its social platform for the publicity of college.
5. ISIEINDIA will provide hosting certificate to the college.

6. The program execution will be done with mutual discussion and agreement of both the parties.

M8. DOCUMENTS LIABILITY LIMITATIONS:

This document is valid up to the date stated above and within the District limits only. Any of the parties may use this document as a proof of association for the above stated limited purposes.

Carrying out of modification of the MoU shall not be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modification / changes shall be effective from the date on which they are made or executed, unless otherwise agreed to.

IN WITNESS OF THE UNDER SIGNED, duly authorized there to, have signed this memorandum of understanding on 25-07-2019 in two originals.

For **IMPERIAL SOCIETY OF
INNOVATIVE ENGINEERS**



Authorized Signatory

Vinod K Gupta

Founder & President



For **SRI SAIRAM COLLEGE OF
ENGINEERING**

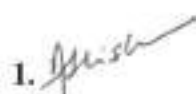



Authorized Signatory

**Principal
PRINCIPAL**

Sri Sairam College Of Engineering
Sai Leo Nagar, Guddanahalli Post,
Anekal, Bengaluru - 562 106

Witness:

- 
ABHISHEK SHARMA
(ASST. MANAGER, ISIE)
- 

Witness:

-  K.V
- 



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA24651451724228R
 Certificate Issued Date : 11-Jun-2019 11:41 AM
 Account Reference : NONACC (FI)/ kaksfcl08/ BANNERGHATTA/ KA-BN
 Unique Doc. Reference : SUBIN-KAKAKSFCL0877658693229943R
 Purchased by : SRI SAIRAM COLLEGE OF ENGINEERING
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRI SAIRAM COLLEGE OF ENGINEERING
 Second Party : PRAVEEN ENGINEERING HOSUR
 Stamp Duty Paid By : SRI SAIRAM COLLEGE OF ENGINEERING
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

Authorised Signatory

of Sunstar Southard Credit Co-operative in
Putanna Building, Tilak Circle
Anekal -562106



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) made and executed on the Dt-28-06-2019

BETWEEN:

Sri Sairam College Of Engineering, Sai Leo Nagar, Guddanahalli Post, Anekal, Bangalore-562106 Represented By Dr.Y.Vijayakumar, Principal & Prof. Malini K V, HOD, EEE (On Behalf Of Department Of EEE) Along With Training & Placement Section Represented By Mr.Bheemeshwara Reddy which expression shall include its Successors Legal Representatives and Assigns of the **FIRST PART;**

AND

M/s Big Win Technologies , Praveen Engineering Campus , Rayakotta Road , Hosur 635109 represented by Ms.Jc.V.Ambica,CAO, which term shall mean and include, unless repugnant to the context and meaning thereof, it's Successor, Legal Representatives and Assigns, of the **OTHER PART;**

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.shcsestamp.com'. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **Sri Sairam College Of Engineering, Sai Leo Nagar, Guddanhalli Post Anekal, Karnataka,** and the M/s Big Win Technologies , Praveen Engineering Campus , Rayakotta Road , Hosur 635109

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which **Trainings and Internship programs** for the branches of Dept. of Electrical and Electronics Engineering , Dept. of Computer Science Engineering, Dept. of Electronics and Communication Engg. , Dept.of Mechanical Engineering alongwith TPC will be conducted.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than **Academic year 2019-20**. This MOU may be terminated, without cause, by either party upon **3 Months** written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of [agencies].**

PRAVEEN ENGINEERING, HOSUR

Will be conducting Soft Skills training programs and technical training programs on need base

SRI SAIRAM COLLEGE OF ENGINEERING

Will provide support for conducting the above said programs, infrastructure and human resources.

5. **Responsibilities of [other agencies].**

- ✓ List of students
- ✓ Training Needs
- ✓ Training Calendar
- ✓ Internship needs and internship calendar should be provided by Sri Sairam College of Engineering.

7. **General Provisions**

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Tamil Nadu. The courts of the State of Tamil Nadu shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Krishnagiri Dt of Tamil Nadu.
- C. **Entirety of Agreement.** This MOU, consisting of 2 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- F. **Term of MOU and Notice of Termination:** This MOU is open ended in nature ; but can be terminated with three month's notice on either side given to other party in writing at their address mentioned at the top/any other address to be notified in future. Such notice shall be deemed to be properly given if sent by registered post or by courier to the other persons authorized to sign this MOU.

8. **Authorized Representatives:** In witness whereof, both the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

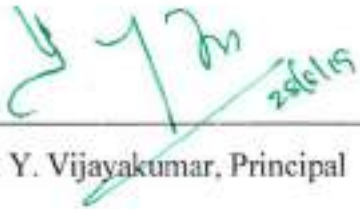
PRAVEEN ENGINEERING


28/6/19

Ms. Jc. V. Ambica, CAO,
Trainer & counselling Psychologist

Date

FOR SRI SAIRAM COLLEGE OF ENGINEERING


28/6/19

Dr. Y. Vijayakumar, Principal

Date 28.06.19

Witness

1. Mal. K.V
28/6/19.

2. 
(V. Bhramanathan Reddy).



தமிழ்நாடு தமிழ்நாடு TAMILNADU

31.09.2019 100/-
Sri Sairam College of Engg.
Anekal.

CA 078006


K.A. KRISHNA MOORTHY
STAMP VENDOR
D Dis No 734/B/2003
HOSUR - 635 109.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and executed on the 23/10/2020

BETWEEN:

M1. MEMORANDUM OF UNDERSTANDING

M1.1. SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU

SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU, Saileo Nagar, Guddanahalli (P.O)
Anekal, Bangalore-562106.

AND

M1.2. This MEMORANDUM OF UNDERSTANDING (MoU) is made and entered into force this date 23/10/2020 between, SKILLSHARK EDUTECH PVT. LTD., (3-7-63/6P, Bandlaguda Rd, Sai Saphagiri Colony, Mansoorabad, Hyderabad, Telangana 500068) herein after referred to as "SKILLSHARK" which expression shall where the context so admits include its successors and permitted assigns as one part.

M2. ORGANISATION PROFILE



Sai SAIRAM COLLEGE OF ENGINEERING

(An ISO 9001:2015 Certified Institution) Formerly SHIRDI SAI ENGINEERING COLLEGE

Managed by Saphthagiri Educational & Charitable Trust

Approved by AICTE, New Delhi, Recognized by Govt. of Karnataka & Affiliated to Vivekananda Technological University, Belgaum.

Campus: Sai Leo Nagar, Guddarahalli (PO), Ankal, Bangalore - 562 108. Tel: +91-80-27830221, 27840631 / 832. Fax: +91-80-27830355



M2.1. SKILLSHARK EDUTECH:

Skill Shark Edu Tech is unique technology based skill learning platform offering large range of innovative skill development programs fostering employability. Our goal is to reach the millions of students who are suffering unemployment because of lack of employability skills. We continue to serve the society at large by providing the best education in India and beyond.

M2.2 SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU:

Sri Sairam College of Engineering formerly Shirdi Sai Engineering College, Bengaluru, established in the year 1997 by M.J.F. Leomuthu, Founder Chairman of Saphthagiri Educational and Charitable Trust, is a non-profitable and non-minority institution. Located within the Bengaluru city limits, Sairam College is an inspirational place to study in which everything from classroom to laboratories, hostel to cafeteria are modernized with state-of-the art infrastructure.

M2.3 MoU between SKILLSHARK and SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU

After studying the strengths and objectives, **SKILLSHARK EDUTECH** and **SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU** agreed that they could share the expertise available at both ends for mutual benefits in the field of education, training, social development and enter in MoU. Based on the discussion held among the faculty of **SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU** and **SKILLSHARK EDUTECH**, this MoU focuses mainly to train the students for various trending technologies.

M3. PREAMBLE

This is a service level agreement between the two parties for the welfare of both **SKILLSHARK EDUTECH** and the Faculty of **SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU**.

M4. VALIDITY / DURATION OF THIS MoU



Sri SAIRAM COLLEGE OF ENGINEERING

(An ISO 9001:2015 Certified Institution) Formerly SHIRDI SAI ENGINEERING COLLEGE

Managed by Sapthagiri Educational & Charitable Trust

Approved by AICTE, New Delhi, Recognized by Govt. of Karnataka & Affiliated to Visvesvaraya Technological University, Belgaum.

Campus : Sai Leo Nagar, Guddanahalli (PO), Anekal, Bangalore - 562 106. Tel: +91-80-27830221, 27840631 / 632. Fax: +91-80-27830355.



This Memorandum of Understanding is valid for **Three year (36 Months)** from the date of its signing and thereafter is to be renewed with new amendments if any, mutually agreed upon by both the parties.

M5. PURPOSE OF THIS MoU:

This document outlines a strategic understanding between **SKILLSHARK EDUTECH** and **SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU** works together for **Technology Based Skill Development Education**. The primary aim of this partnership is to aid **SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU** in establishing a high-quality technology & learning ecosystem. This will help **SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU** to teach and train their students on strategic and innovation technologies and equip the students, faculty towards attaining skills in cutting-edge technologies in allied areas of engineering & technology.

Benefits of Skill Based Education

- Advanced & practical learning for the budding technocrats of India, through exclusively designed and developed programs by **SKILLSHARK EDUTECH**.
- Participants will get a 360-degree exposure i.e. Theoretical Knowledge, Hands on Experience, Industrial Skills & Career Building opportunities.

M6. PROPOSED MODES OF COLLABORATION:

It is further agreed that the parties without any pressure, influence, or any type of compulsion are signing this agreement. **SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU** and **SKILLSHARK EDUTECH** propose to collaborate through.

1. **SKILLSHARK EDUTECH** every year will conduct the following programs at **SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU** in every year.
 - Vocational Training Program (On Campus Training Program)
 - Guest Lecture (On Campus/Online)
 - Skill Development Program(On Campus/Online)



Sri SAIRAM COLLEGE OF ENGINEERING

(An ISO 9001:2015 Certified Institution) Formerly SHIRDI SAI ENGINEERING COLLEGE

Managed by Sathagiri Educational & Charitable Trust

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- Pilot of New Learning Methodologies
2. SKILLSHARK EDUTECH will procure certified trainers and Industry expertise.
3. SKILLSHARK EDUTECH will give consultation to SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU for establishing Center of Excellence for Electric Vehicles.
4. COE can be used for Learning (For Students), R&D (For Faculty & Students), and Training (For Local Audience).
5. SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU should provide the following infrastructure facilities during the training program
 - The needful infrastructure of class area, manpower and electrical connections for the classroom equipped with all essential necessities.
 - Necessary fabrication lab space & workshop along with tools.
 - Necessary machines for fabrication process.
 - Accommodation, Local Transportation will be provided to all the trainers, experts, speakers and Guests.
6. SKILLSHARK EDUTECH will provide its social platform for the publicity of college.
7. SKILLSHARK EDUTECH will provide hosting certificate to the college.
8. The program fees & execution will be done with mutual discussion and agreement of both the parties.

M7. DOCUMENTS LIABILITY LIMITATIONS:

This document is valid up to the date stated above and within the District limits only. Any of the parties may use this document as a proof of association for the above stated limited purposes.

Carrying out of modification of the MoU shall not be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modification / changes shall be effective from the date on which they



Sri SAIRAM COLLEGE OF ENGINEERING

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Campus : Sai Leo Nagar, Guddarahalli (PO), Anekal, Bangalore - 562 106. Tel: +91-80-27830221, 27840631 / 632. Fax: +91-80-27830355



are made or executed, unless otherwise agreed to. IN WITNESS OF THE UNDERSIGNED, authorized there to, have signed this memorandum of understanding on **23/10/2020** in two originals.

For SRI SAIRAM COLLEGE OF ENGINEERING BENGALURU

Authorized Signatory
Dr. B. Shadaksharappa
Principal
Sri Sairam College of Engineering
Bengaluru

For SKILL SHARK EDUTECH



Date: 06/11/2020

Authorized Signatory
Mr. Akbar Ali Baig
Co-Founder & CEO
SkillShark EduTech

Witness

Prof. Malini K.V. 5/11/2020
HOD-EEE
Sri Sairam College of Engineering
Bengaluru

Witness



Date: 06/11/2020

Mr. Ashhar Ahmed
Co-Founder &
Director Skill Development
SkillShark EduTech

Mr. Akhilesh Nampalli
Date: 06/11/2020

(Dr. T.N. PRABHAKAR)

Mr. Gautham Ganesh
Date: 06/11/2020

SERVICE MOU

This Service MOU (“MOU”) is made and entered into on ___ **6** _day of February **2020**, by and between:

M/S. TalentSprint Pvt Ltd, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN No : U80902TG2008PTC062284; and having its registered office situated at PSR Prime Towers, Beside DLF Cyber City, Gachibowli, Hyderabad - 500 032, represented by Mr.Sridhar.K, Chief Business Officer (hereafter known as the “**TalentSprint**”) which term shall, unless it be repugnant to the subject or context thereof, include its Affiliates, successors-in-office, successors-in-interest and assigns) of the **FIRST** Part ;

AND

M/S. Sri Sairam College of Engineering, incorporated under the provisions of the Society/Trust Act, and having its Registered office situated at Sai Leo Nagar, Guddanahalli (PO), Anekal, Bengaluru - 562 106, represented by Dr. B. Shadaksharappa, Principal, (hereafter known as the “**Institution**”) which term shall, unless it be repugnant to the subject or context thereof, include its Affiliates, successors-in-office, successors-in-interest and permitted assigns) of the **SECOND** Part.

TalentSprint and **Institution** are hereinafter collectively referred to as “**Parties**” and individually referred to as “**Party**”.

W H E R E A S :

- A.** TalentSprint brings transformational high-end and deep-tech learning programs to young and experienced professionals. The Company’s digital platform offers a hybrid onsite/online experience to seekers of deep technology expertise. The Company partners with top academic institutions and global corporations to create and deliver world class programs, certifications, and outcomes. The Company is a leading Innovation Partner for the National Skill Development Corporation (an arm of the Ministry of Skill Development and Entrepreneurship, Government of India).
- B.** Institution is an Engineering College affiliated to Visvesvaraya Technological University, Belgaum, Offering Under-Graduate and Post-Graduate engineering programs
- C.** TalentSprint has been appointed as “India Implementation Partner” for Automation Anywhere’s (“**AA**”) as AA’s Accredited training partner (“**ATP**”) vide Master Services MOU Dated 1st September 2019 to offer the program Talent Development Center for AAI (“**TDC-AAI**”) certification programs to eligible Institutions and Universities.
- D.** Institution has requested to TalentSprint that they are keen to implement TDC-AAI in their organization in association with TalentSprint and on the basis of representations of Institution, TalentSprint has agreed to provide the said services to the Institution subject to the terms and conditions herein.
- E.** The Parties are now desirous of entering into a definitive MOU for the purposes of documenting their specific mutual understanding and arrangements relating to the matter specified hereinabove and for that purpose are entering into this MOU.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties through friendly consultation in accordance with relevant laws and regulations and in the spirit of mutual benefit, honesty and good faith the parties agree as follows: -

1. DEFINITIONS AND INTERPRETATION:

1.1. DEFINITIONS

“**Affiliates**” shall mean any company which, directly or indirectly, controls or is controlled by or is under common control with a Party here to by means of ownership of more than fifty (50) percent of the voting stock or similar interest in said company. In case of natural persons, Affiliates shall include relatives as defined under the Companies Act, 2013.

“**Confidential Information**” includes all technical data, course material, course content, training methods, system study reports, system requirements, specifications, designs, drawings, business models, Intellectual Property Rights, or other information of confidential nature, whether written or oral or in any format, belonging to one Party and supplied by such Party to the other Party in the course of this MOU either in electronic, oral, written or physical form, or which may come to the knowledge of the other Party by virtue of this MOU, whether or not specifically marked or disclosed as being confidential.

“**Course Material**” shall mean the material prepared by AA or TalentSprint in the form of printed or access to recorded digital/interactive multimedia provided to the Institution or students in any form.

“**Intellectual Property Rights**” shall mean all intellectual property rights patents including digital course content, trademarks, trade dress, service marks, domain names, trade names, copyrights, goodwill, applications, and all trade secrets, including without limitation, the know-how, inventions, designs, processes, pedagogy, works of authorship, manuals, documentation, computer programs, software and technical data and information.

“**Law**” shall mean any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, judicial order, judgment, direction or other binding restriction of or by any Governmental authority, regulatory authority, statutory bodies, judicial or quasi judicial bodies.

“**Programme**” shall mean the **TDC-AAI** certification program as provided by TalentSprint or AA and as more specifically provided under **Annexure 1** of the MOU.

1.2. **INTERPRETATIONS**

- (a) Unless the context of this MOU otherwise requires any phrase introduced by the terms "including", "include", "in particular" or any similar expression are deemed to have the words “without limitation” following them and shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (b) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- (c) Words using the singular or plural number also include the plural or singular number, respectively;
- (d) Words of any gender are deemed to include the other gender;
- (e) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire MOU or specified Articles of this MOU, as the case may be;
- (f) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- (g) Reference to the word “include” shall be construed without limitation;

- (h) Reference to days, months and years are to gregorian days, months and calendar years respectively; and
- (i) The Annexure annexed hereto shall constitute an integral part of this MOU.
List of Annexure:
 - i. Annexure 1 : Broad Outline of Program
 - ii. Annexure 2 : Responsibilities of Institution
 - iii. Annexure 3 : Responsibilities of TalentSprint
 - iv. Annexure 4 : Schedule of Fees

2. **TERM OF THE MOU:**

This MOU shall be valid for a period of Three (3) years from the date of the execution of this MOU (the “**Term**”). The Term is mutually renewable (in writing) on same terms and conditions unless otherwise agreed between the Parties in writing. During the Term of the MOU, the programme implementation is subject to an annual written confirmation of continuity from TalentSprint.

3. **APPOINTMENT OF TALENTSPRINT:**

The Institution hereby appoints TalentSprint to implement TDC-AAI by providing technical courses to enrolled students and conduct certification exams in the Institution and provide services as more specifically provided under Annexure 1 and 3 of the MOU.

4. **RESPONSIBILITIES OF PARTIES:**

4.1.**Responsibilities of Institution:** The Institution shall be responsible for the activities and obligations as specifically provided under **Annexure [2]**.

4.2.**Responsibilities of TalentSprint:** TalentSprint shall be responsible for the activities and obligations as specifically provided under **Annexure [3]**.

5. **CONSIDERATION & TERMS OF PAYMENT:**

5.1. In consideration for the services to be provided by TalentSprint under this MOU, the students of the Institutions/Institution shall pay to TalentSprint the fee per student per annum as specifically provided in **Annexure 4 (“Consideration”)**.

5.2. The payment of Consideration under this MOU shall be exclusive of any taxes as may be applicable from time to time (*if any*), which shall be paid by the students of the Institutions/Institution to TalentSprint as provided in the invoice raised by TalentSprint.

5.3. Any payment required to be made by the Institution under the Clause, if subject to any deduction of applicable taxes at source, and where the Institution so deducts taxes at source, the Institution shall promptly remit the same to the credit of TalentSprint within the applicable statutory due dates. The Institution shall strictly ensure statutory compliance in this regard.

5.4. In addition to the payment under Annexure 4, the students of the Institutions/Institution shall be responsible for payment of “Certification Fees” to AA or to the concerned agency as may be appointed by them at the applicable rates from time to time. The Certification

Fee shall be paid in advance before taking the certification test through the payment mode as required by AA or the concerned agency appointed by them.

6. REPRESENTATIONS AND WARRANTIES:

6.1. Each Party represents and warrants to the other Party as follows: -

- 6.1.1. It has Complete legal right, power and authority to enter into this MOU and to perform its obligations hereunder, and this MOU constitutes a valid, binding and enforceable obligation against it;
- 6.1.2. all necessary consents, approvals and authorizations required to be obtained by such Party in connection with the execution and delivery of this MOU and the consummation of the transactions contemplated hereunder have been obtained; and
- 6.1.3. The execution and delivery of this MOU will not result in the violation of any terms and conditions, or constitute default under applicable laws or other obligations by which it is bound, including any instrument or contract to which it is a party.

6.2. Institution represents and warrants to TalentSprint that-

- 6.2.1. It has adequate and necessary resources and infrastructure to perform its obligations hereunder;
- 6.2.2. The Institution shall not commit or omit to do any act which might inhibit restrict or interfere with successful implementation of the services of TalentSprint envisaged herein; and
- 6.2.3. The Institution has not entered into and shall not enter into any MOU during the Term, which might, directly or indirectly, in any manner whatsoever, which conflicts with this MOU.

6.3. *Disclaimer by TalentSprint:* Nothing contained in this MOU or implementation of Programme shall in any manner be construed to provide any representation or warranty from TalentSprint to assure any placements job offers from AA or its implementation partners. Any such offer and selection shall be solely determined at the discretion of the AA or its implementation partners, through a selection procedure as may be defined by AA or its implementation partners and subject to its eligibility requirements;

7. INTELLECTUAL PROPERTY RIGHTS:

- 7.1. All Parties shall continue to hold and remain owner of their respective Intellectual Property Rights, on a perpetual worldwide basis, in any materials provided by each of the Party.
- 7.2. Without prejudice to the generality of the foregoing, TalentSprint shall be the sole and exclusive owner of any Intellectual Property Rights in the Course Material or any other information or documents provided by TalentSprint under or pursuant to this MOU.
- 7.3. Without prejudice to the generality of the foregoing, AA shall be the sole and exclusive owner of any Intellectual Property Rights in the Course Material or any other information or documents provided by AA under or pursuant to the Programme delivered under this MOU.
- 7.4. The Institution hereby acknowledges that any new concept, improvements or modification, whether by TalentSprint or the Institution or any of its staff/agent/representatives/Affiliates, to the Intellectual Property Rights of TalentSprint as provided under this MOU shall become the exclusive property of TalentSprint, and shall ensure to the benefit of TalentSprint on a perpetual basis.

- 7.5. The Institution shall provide all assistance to TalentSprint including signing any necessary documents and shall otherwise assist TalentSprint or any person designated by TalentSprint in transferring the Intellectual Property Rights mentioned herein above to TalentSprint or its designated person, as the case may be, unconditionally, irrevocably and in perpetuity. The Institution agrees to impose equivalent obligations on its Affiliates, personnel, agents, contractors, sub-contractors as applicable.
- 7.6. The Institution or any of its Affiliates, shall not in any manner make use of the Intellectual Property Rights of the TalentSprint which has not been expressly agreed between the Parties under this MOU.
- 7.7. The Parties agree that Clause 19(4) of the Indian Copyrights Act, 1957 shall be excluded for the purposes of this MOU.
- 7.8. The provisions of this Clause 7 shall survive the termination of the MOU.

8. TERMINATION:

- 8.1. This MOU may be terminated at any time during the Term, by mutual consent of Parties in writing.
- 8.2. In the event the Institution is desirous of terminating the MOU, the Institution shall have the right to issue a prior [3(three) months'] written notice of termination only after payment of all dues to TalentSprint and TalentSprint provides a letter of confirmation to the Institution of clearance of all dues.
- 8.3. In the event TalentSprint is desirous of terminating the MOU, it shall have a right to terminate without assigning any reason by giving the other Party a prior written notice of 3(three) months.
- 8.4. Either Party will be entitled to terminate this MOU in the event of breach of the terms of the MOU by the other Party, provided that a written notice has been served on the breaching Party. In the event such breach is capable of remedy, the non-breaching Party shall have the right to terminate only after the breaching Party fails to repair or remove the irregularity within a period of 30 (thirty) days from the date of issuance of the notice.

9. CONFIDENTIALITY:

All Confidential Information communicated and exchanged between the Parties in connection with the subject matter of this MOU shall be received in strict confidence and will be used only for purposes of this MOU, and that no Confidential Information will be disclosed by the Parties or, their agents, contractors or employees without the prior written consent of the other Party. Either Party may disclose Confidential Information only where it is:

- 9.1. Required to be disclosed by applicable Laws;
- 9.2. Required to be disclosed by any government authority; or
- 9.3. Necessary to be disclosed to professional advisors, directors, employees of a Party in connection with this MOU only for purposes of this MOU.

Provided that Confidential Information will not include information which: (i) is in the public domain; (ii) at or prior to the time of disclosure by a Party, was known to the other Party through lawful means or through act of a third party who is free to make such disclosure without breach of any legal obligation; or (iii) is developed by a Party independent of any Confidential Information it receives from the other Party.

Without prejudice to aforesaid, each Party acknowledges that the other may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, personal data, or be required by Law to disclose any personal data to any person and in such circumstances the disclosing Party will not be in breach of this MOU for complying with such obligations to the extent legally bound. The disclosing Party shall notify as soon as reasonably possible of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

It is clarified here that upon termination or expiration of the MOU, the Institution shall immediately stop using the Intellectual Property Rights and Confidential Information of TalentSprint and shall immediately return all such information (including any copies thereof) to TalentSprint.

The provision of this Clause shall survive the termination of the MOU.

10. INDEMNITY:

The Institution agrees that it shall not contravene any applicable Laws or infringe upon anyone's legal rights while fulfilling its obligations under this MOU and shall be solely liable for any such contravention of applicable Law or such infringement.

The Institution further agrees to indemnify and hold harmless TalentSprint of any loss or damage to TalentSprint or its directors, employees, representative or Affiliates or in the event that any third party actions, claims, demands, costs, charges, damages and expenses (of every nature including attorney's fees and court costs), are brought against such Party or its directors, employees, representative or Affiliates under this MOU in connection with any misrepresentation or the breach of the obligations of the indemnifying Party. The Institution shall also take all necessary actions and support TalentSprint to defend any such action, if required by the Company. The provision of this Clause 10 shall survive the termination of the MOU.

11. NON-EXCLUSIVITY:

This MOU is entered into on a non-exclusive basis and nothing in this MOU shall restrict the right of TalentSprint to render similar services to any other person or organization. Institution shall not enter into any similar MOU with any third party in relation to the Programme provided or any other MOU which can result in breaching any of the obligations and warranties in this MOU, without the prior written approval of TalentSprint.

12. NON-SOLICITATION:

During the Term and for a period of 2 (two) years thereafter, the Institution shall not, without the prior written consent of TalentSprint: (a) employ or attempt to employ any person who at the time is employed, or within the prior 6 (six) months has been employed by TalentSprint; (b) induce or attempt to induce any person to leave employment with TalentSprint.

13. GOVERNING LAW AND JURISDICTION:

This MOU shall be governed by and construed in accordance with the laws of India, without regard to any choice of law or conflict of law provisions that would require the application of the laws of any other jurisdiction. Subject to Clause 14 (*Dispute Resolution*) below, any dispute arising under the MOU shall be subject to the exclusive jurisdiction of competent courts of Hyderabad.

14. DISPUTE RESOLUTION:

In the event that the Parties fail to resolve the dispute amicably within a period of 30 (thirty) Days. Either Party shall refer the dispute to arbitration of a sole arbitrator to be appointed by TalentSprint. The award of the arbitrator so appointed shall be final and binding upon the Parties. The arbitration proceedings shall be conducted under the Arbitration and Conciliation Act 1996. The venue of the arbitration shall be Hyderabad and the arbitral proceedings shall be conducted in English language

15. AMENDMENTS:

This MOU constitutes the entire MOU between the Parties regarding the subject matter of this MOU, and supersedes all other prior MOUs, understandings and negotiations, both written and oral, among the Parties with respect to the subject matter of this MOU. This MOU, may not be amended, nor any obligation waived, except by an instrument in writing signed by the duly authorised representatives of each of the Parties hereto.

16. ASSIGNMENT:

Institution shall not assign this MOU, or assign or delegate any rights or obligations hereunder, without the prior written permission of TalentSprint. TalentSprint shall be free to assign its rights and obligations under the MOU to any of its affiliates.

17. SUB-CONTRACTING:

In case of subcontracting of any work or services by TalentSprint for the purpose of Programme or this MOU, TalentSprint shall be authorized to outsource or sub contract the work without any requirement for approval or permission from the other Party.

18. SEVERABILITY:

In the event any term of this MOU is held to be invalid, illegal or otherwise unenforceable under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this MOU or any action in any other jurisdiction, but this MOU shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

19. STATUS OF EMPLOYEES:

At all times the employees and staff of the Institution shall be construed as employees of the Institution only and not of TalentSprint. TalentSprint shall have no liability towards the employees or staff of the Institution.

20. PUBLICATION:

The Institution shall not publish any articles or make any presentations or make any public announcement with respect to this MOU or its association with TalentSprint without the prior approval of TalentSprint in writing.

21. CONDUCT OF THE PARTIES:

The Parties shall at all times ensure that the Parties or their employees or agents or Personnel observe good conduct, behavior, discipline and work together as a team during execution and implementation of the MOU

22. WAIVER:

The failure of any Party to exercise any right or to demand the performance by the other Party of duties required hereunder shall not be deemed to constitute a waiver of any provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise any such right on any other occasion.

23. FORCE MAJEURE:

Neither Party shall be responsible for failure to fulfil any obligation for so long as, and to the extent to which, the fulfilment of such obligation is impeded by a force majeure event, provided that the Party subject to the force majeure event: (i) has promptly notified the other Party of any circumstances which may result in failure to perform its obligations; (ii) could not have avoided the effect of the force majeure event by taking precautions which, having regard to all the matters known to it before the force majeure event occurred, it ought reasonably to have taken, but did not; and (iii) uses its best endeavours to minimise the adverse consequences that any failure in performance of its obligations might have, and to return the performance of such obligations to normal as soon as possible.

24. RELATIONSHIP OF PARTIES:

This MOU is on principal-to-principal basis and (save where expressly stated in writing in this MOU) nothing contained herein shall be deemed as any collaboration, partnership or agency between the Parties hereto.

25. THIRD PARTY BENEFICIARY:

It is hereby agreed between the Parties that AA shall be entitled to claim the benefit under Clause 5.4 as a third party beneficiary in spite of not being privy to this MOU.

26. FURTHER ASSURANCES:

The Institution shall from time to time execute and deliver all such further documents and do all acts and things as TalentSprint may reasonably require to effectively carrying out the full intent and meaning of this MOU.

27. COUNTERPARTS:

The Parties may execute this MOU in counterparts. Each counterpart shall constitute an original document, and all counterparts shall constitute one and the same MOU.

28. NOTICES:

All documents, approvals, consents and notices to be provided under this MOU must be given in English and must be sent in writing by Hand delivery to the notified person, fax, E-mail, Courier, first class airmail, postage prepaid, by either Party hereto, to the other at the addresses mentioned above unless specified otherwise. Also in case of a change of address the Party shall inform the other Party, in writing, about the change of address.

	For TalentSprint	For Sri Sairam College of Engineering
Name:	Mr. K. Sridhar	Dr. B. Shadaksharappa

Title:	Chief Business Officer	Principal
E-mail:	Sridhark@talentsprint.com	
M:	9849002127	

All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission, which confirmed answer back, if transmitted by facsimile/electronic/e-mail transmission, or (ii) the business date of receipt, if transmitted by courier.

----- Signature Page follows-----

IN WITNESS WHEREOF, this MOU is duly executed on the day, month and year first herein above written in the presence of:

For TalentSprint:	Witness:
NAME: Mr. K. Sridhar Designation : Chief Business Officer Date:	NAME: TITLE: Date:
For Sri Sairam College of Engineering	Witness:
Name: Dr. B. Shadaksharappa Designation: Principal Date:	Name: TITLE: Date:

ANNEXURE 1

BROAD OUTLINE OF THE PROGRAM

Stage	Duration (hours)	Year	Outcomes
Level I Training	80	III	Automation Anywhere Advanced RPA Professional Certification
Level 2 Training	120	IV	Automation Anywhere Master RPA Professional Certification
TOTAL	200		

Opportunity to students

1. AA and its implementation partners intend to recruit students from the TDC-AAI who complete the Course and successfully obtain the Certification
2. The campus drives are expected during early part of Year IV of Engineering Degree
3. Recruitment is expected to be at a premium to a typical fresher salaries based on the prevailing market conditions
4. General Recruitment process including eligibility, selection tests, etc. will apply

ANNEXURE 2

OBLIGATIONS OF THE INSTITUTION

1. Institution shall identify a minimum of 150 students every year (from the third year of engineering course) as per the eligibility criteria as periodically brought out by AA and TalentSprint for the Programme.
2. Institution shall provide complete information from each applicant/ student in the format as specified by TalentSprint.
3. Institution shall verify and certify eligibility of each applicant as per the prescribed norms and standards by AA and TalentSprint.
4. Institution shall ensure the adequate students attendance for the Programmes throughout the Term. Institution acknowledges that attendance and participation in assignments shall be considered for assessment by TalentSprint as per its procedure and norms for taking the certification exams.
5. Institution shall endeavor to incorporate the Programme as part of the Institution curriculum with credits or use other similar methods to ensure that the selected candidates take up the Programme in full seriousness.
6. Institution shall provide the complete infrastructure and resources as necessary for the conduct and delivery of the Programme.
7. Institution shall schedule the program and schedule the program classes only in discussion with TalentSprint. Institution shall ensure no deviation from the agreed schedule.
8. Institution shall be responsible for payment of Fees payable to both TalentSprint and AA on time as per the terms of this MOU.

9. Institution hereby acknowledges that any advancement to subsequent levels or modules under the Programme shall be based on evaluation and assessment of the candidates by TalentSprint.
10. Institution agrees to adhere to any other procedure as may be necessary or agreed upon in writing or required by TalentSprint from time to time for the purpose of Programme or this MOU.
11. Institution further acknowledges that the annual continuity of the programme is subject to the performance of the students and the feedback received from AA and their implementation partners.

ANNEXURE 3

OBLIGATIONS OF TALENTSPRINT

1. Finalization of delivery schedule for the Programme in consultation with the Institution
2. Provision of necessary Course Material
3. Allocation of right faculty members for the conduct of Programme
4. Set up periodic assessments to be taken by candidates in the Programme
5. Conduct reviews on the status of readiness of the batches
6. Provide online access to content for each of the registered candidates for 24 x 7 learning
7. Facilitate the Certification tests
8. Periodic review of the Programme through interactions and
9. Provide annual written confirmation of continuity subject to performance of the students and also by getting feedback from AA and their implementation partners

ANNEXURE 4

Schedule of Fees per student

Stage	Amount (Rs)
Level 1 Training (AA Advanced RPA Professional Certification)	25,000
Level 2 Training (AA Master RPA Professional Certification)	25,000

The payment of Fee Consideration shall be made by the Institution or its students in following manner:

1. Fee given above includes taxes in any applicable.
2. Program Fees each year may have an increment as agreed with AA. Any increase in fee shall be communicated to the College and prospective students before the start of the enrollment process
3. Program Fees is payable 100% in advance before the start of each Program/Module batch by all Program Participants or the Institution as the case may be
4. The fee payment shall be made through electronic funds transfer or through cheque to the account details given below. In the case of a student paid model the student shall directly pay on TalentSprint's website.

Bank Account Details of TalentSprint

Beneficiary Name	TalentSprint Private Limited
Bank	HDFC Ltd
Account No	50200019883638
Branch	Gachibowli, Hyderabad
Branch ID	0968
IFSC Code	HDFC0000968
SWIFT	HDFCINBB



edX Inc. Enterprise Subscription Order Form Extension

Institution Name (Customer): Sri Sairam Engineering College

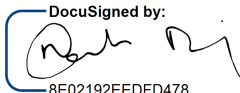
Customer Contact Name: Naresh raj K **Email:** naresh@sairam.edu.in

As an existing edX Online Campus Essentials customer, edX is pleased to offer your institution continued access to the **Online Campus Essentials** subscription offering through **June 30, 2022**.

If Customer (for clarity, the institution named above and below) agrees to continue its participation in the Online Campus Essentials subscription offering, fill in your institution's name and contact information above and the information requested below, sign where indicated, and send this document to edX by submitting via DocuSign. Alternatively, you may print this document, write in your institution's name and contact information above and the information below, and sign, scan and send it to edX via email to your edX Sales Representative. Please read this carefully, it is a binding legal agreement.

- Existing edX Order; Products; Terms.** Customer acknowledges and agrees that this edX Inc. Enterprise Subscription Order Form Extension ("Order Form Extension") is issued under and shall be subject to the covered Products, Order Details, Data Terms, and all terms and conditions as set forth in that certain edX Inc. Enterprise Subscription Order Form (Rev 11.17.20), as previously executed by Customer and edX, including for clarity the terms and conditions set forth in the edX Enterprise Sales Terms and Conditions located at https://www.edx.org/assets/enterprise_sales_terms_and_conditions.pdf. Except as expressly provided in this Order Form Extension, all of the terms and provisions of such previously executed order form are and will remain in full force and effect. All capitalized terms used and not defined in this Order Form Extension shall have the respective meanings assigned to them in such previously executed order form.
- License Expiration Date.** Subscription Licenses covered by such previously executed order form shall instead expire on **June 30, 2022**. For purposes of clarity, Enterprise Learners will be eligible to enroll in the verified certificate track of the courses included in the Online Campus Essentials Catalog until and including June 30, 2022 (for clarity, until 11:59 PM UTC) (the "Subscription Period"), upon which time such previously executed order form and this Order Form Extension shall expire.
- Effective Date; Reserved Rights.** This Order Form Extension will be deemed effective as of the date received by edX. Customer acknowledges and agrees that edX reserves the right in its sole discretion to void this Order Form Extension if Customer is not eligible for edX's Online Campus Essentials offering.
- Institution Signatory.** The person signing this Order Form Extension represents and warrants that he or she has full authority to execute this Order Form Extension on behalf of Customer.

Institution Name (Customer): Sri Sairam Engineering College

By (Signature): 
 Name: Naresh Raj K
 Title (Position): Mr.
 Date: 2021-07-17

Neither party shall be liable to the other party or to any third party, whether under theory of contract, tort or otherwise, for any indirect, incidental, punitive, consequential, or special damages (including any damage to business reputation, lost profits or lost data), whether foreseeable or not and whether a party is advised of the possibility of such damages. Each party's aggregate cumulative liability to the other, in connection with this agreement, including the solution, services and intellectual property provided hereunder shall not exceed, in the aggregate and regardless of whether under theory of contract, tort or otherwise, the total of the fees actually paid and the fees payable to extent by customer under this agreement during the two year period prior to the date that such liability first arises. Notwithstanding the foregoing, the following will be excluded from the limitation of liability: (1) grossly negligent or intentional acts, (2) indemnification (3) breach of confidentiality (4) loss of subscriber's data or content and (5) breach of applicable law. Licensor will defend at its own expense any action or claim against Client brought by a third party to the extent that the action or claim is based upon a claim that the services provided, or Work performed, or any software or solution (collectively and severally "Solution") provided, by the Licensor to the Client infringes or misappropriates the intellectual property (IP) rights of any third party. Licensor will pay all the costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action and such monetary settlement shall not have any adverse effect upon Client's interests. If the Solution (or any component thereof) becomes, or in Licensor's opinion is likely to become, the subject of an infringement claim, Licensor may, at its option and expense and in consultation with the Client, either (a) procure for Client the right to continue exercising the rights subscription to Client in this Agreement, or (b) replace or modify the Solution so that it becomes non-infringing and remains functionally equivalent. Notwithstanding the foregoing, Client will have no obligation under this Section or otherwise with respect to any infringement claim based upon any copyright violations by Client during the course of usage of the Licensor's solution. Client will have the right, at its own expense, to participate in the defense of any claim of infringement. This Section states Licensor's entire liability and Client's sole and exclusive remedy for infringement or misappropriation claims and actions other than those provided under the law.

5. Support and Services

LICENSOR shall provide technical support for set-up of employee accounts and private groups to the System Administrator designated by the Client during normal business hours of business days. Licensor may also publish new versions or updates of the products without informing the Client, providing that the availability of abstracts shall be substantially the same.

6. Personal Data

For the purpose of this provision, the terms 'personal data', 'process/processing', 'data controller', 'data processor', 'data subject' shall have the same meaning as under the applicable data protection and privacy law and regulation and notably as in Directive 95/46/EC and any subsequent applicable legislation that may replace them (such as the European General Data Protection Regulation 2016/679).

The Licensor acknowledges that in the course of performing its obligation under this Agreement, it may have access to and process personal data relating to Client (including its employees, applicants, customers, etc.) and/or other third parties ("Client personal data").

The Licensor acknowledges and agrees that any data including without limitation, personal data must be processed solely for the purpose for which it is provided i.e. only on behalf and in accordance with Client's documented instructions. The Licensor acknowledges and agrees that at all times personal data are processed in compliance with applicable data protection and privacy regulations and assures that its



Sensitivity: Internal & Restricted

D. S. Srinivasan
CEO
FOR SARAJAM INSTITUTIONS

employees, contractors and/or agents comply with the relevant provisions of the applicable data protection and privacy law and regulation and with the following obligations. Further, the Licensor understands that for the purpose of this Agreement and the Services being provided hereunder, the Licensor is the data processor and Client is the data controller. The Parties agree that the Licensor shall:

- i. use the highest industry standards and data controls and take technical and organizational security measures to safeguard and protect Client personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access, in particular when the processing involves the transmission of data over a network, and against all other unlawful forms of processing. The Licensor agrees to provide a detailed list of such security measures and controls taken at Client's request;
- ii. not process Client personal data for any purpose other than those necessary for the performance of this Agreement;
- iii. restrict access to all Client personal data, whether stored and processed electronically or otherwise, to such of the Licensor's relevant employees and/or agents and any subcontractors engaged by the Licensor who have a specific need to access Client personal data, and will take reasonable steps to ensure the reliability of any individuals or entities who have access to Client personal data;
- iv. promptly inform Client about:
 - a. any breach (actual or threatened) of data provided to the Licensor and the steps it has taken to mitigate such breach;
 - b. any request received directly from the data subjects concerned by Client personal data without responding to that request, unless it has been expressly authorized by Client to do so;
 - c. any legally binding request for disclosure of Client personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- v. destroy and/or return all data immediately upon expiry/termination of this Agreement, or earlier if the purpose for which such data is required has been fulfilled. It is clarified that Client may require the Licensor to delete, amend, modify or otherwise dispose 'personal data' at any time during the term of the Agreement;
- vi. defend, indemnify and hold harmless Client, its affiliates and its customers from and against any and all liabilities, costs, expenses (including legal expenses), damages, injury, fines, claims, losses that arise from or in respect of use or misuse of data by the Licensor or otherwise attributable to any data breach pursuant to this Agreement;
- vii. not subcontract any part of the services without the prior written consent of Client and without requiring the sub-processor to sign a contract containing equivalent provisions as those set out in this provision. The Licensor undertakes also to send promptly a copy of any sub-processor agreement it concludes to Client;



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For SAIRAM INSTITUTIONS

viii. at all times allow Client or its third-party auditor to access to the Licensor's data processing facilities (or the Licensor's subcontractor's facilities) to carry out an audit of all facilities, equipment, documents or electronic data relating to and/or used in the processing of Client personal data by the Licensor and verify the Licensor's confidentiality and security measures taken, provided that Client shall give reasonable notice to the Licensor prior to conducting such audit;

ix. The Licensor shall utilize Client's usage data on FutureSkills for the purpose of Analytics and Insights to be generated for the purpose of overall success of the FutureSkills initiative. The Client authorizes Licensor to utilize usage data to this effect.

The Licensor acknowledges and agrees that in case of any breach by the Licensor to the above obligations, Client is entitled to terminate the Agreement.

7. GENERAL TERMS

7.1 Notice

Any notices between the parties shall be sent by registered mail or pre-paid express courier service to the addresses listed in the Schedule or such other address as the addressee shall have specified in a notice actually received by the addressor. Notice address of both the Parties

Notice Addresses:-

(a) Licensor's Address: - Lower Ground 61-68 & 86-92, Phoenix Paragon Plaza, LBS Road, Kuria West, Mumbai 400070.

(b) Client's Address: -

Sai Bhavan, No. 31B, Madley Rd, Asoka Nagar, T. Nagar, Chennai, Tamil Nadu 600017

7.2 No Waiver

No failure of a party to exercise a contractual right or to insist on strict compliance with this Agreement, and no practice at variance shall constitute a waiver of its right to demand strict compliance and shall not impair the rights with respect to any subsequent breach of this Agreement.

7.3 Final Terms

This Agreement is personal to both parties and neither party may assign their rights or obligations to anyone without the other party's prior written consent, provided that the Client shall not be required to take the consent of the Licensor in the assignment is to any of its affiliates or pursuant to a sale, merger, acquisition or amalgamation of a part or all of its assets. No waiver, alteration, modification of any of the provisions hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.



Sincerely, Informed & Fulfilled

FOR SAI BHAVAN INSTITUTIONS

A handwritten signature in black ink, which appears to be "Sai Bhavan" followed by "C.I.O." written vertically to the right.

The parties agree that this Agreement together with the scope of services and fees captured in the Annexure shall form the entire understanding between the parties. Any documents including a click wrap or shrink wrap agreement, purchase order or order form or another agreement, instrument, letter, email that is signed prior to, at the time of or after the execution of this Agreement or the Annexure shall not be valid between the Parties. In the event of a conflict between the terms of this Agreement and the Annexure, the terms of this Agreement shall prevail.

7.4 Applicable Law

All disputes including those concerning any statute of limitations, set-off claims, tort claims and interest claims, shall be governed by the laws of Republic of India. All disputes between the parties shall be exclusively and finally resolved by arbitration. Client shall appoint the sole arbitrator. Language of Arbitration shall be English. Venue of Arbitration shall be Navi Mumbai.

7.5 Confidentiality

Licensor shall keep all information shared by the Client in strictest confidence and shall not disclose the same to any third party without the prior written consent of the Client. Upon termination/ expiration of the Agreement, the Licensor shall promptly return all such confidential information to the Client, or alternatively destroy the same, and shall certify the same in writing. The obligations of confidentiality shall survive the termination/ expiration of the Agreement.

APPENDIX A: SERVICE PLAN

The following schedule of services will be provided.

SERVICE DESCRIPTION	COST
5000+(1000 complimentary. Total 6000) licenses for FutureSkills charged @ Rs. 300 Per licence per annum payable in advance	Rs.15,00,000/- (Applicable taxes extra)
Curated content from open & free source for continuous/ micro-learning on emerging technologies, Job roles & Skills. Access to Micro-orgs & Reports. Skills Passport SkillCoins*	Included
Access to curated content from SME's/ Council of Experts from across the industry Access to Skills Journey & Today's Insight's	Included

Open marketplace to choose from variety of content/ assessment & Lab providers



Confidential - Internal & Restricted

FOR SAKSHI INSTITUTIONS

2.25.2024

Usage & completion reports

Included

Support is 24 hours X 5 working days via support@eicast.com

Included

* in the product roadmap

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals at on the 23rd day of August 2019.

Signed for and on behalf of Licensor	Signed for and on behalf of Client
Authorized Signatory  	Authorized Signatory  G.E.O.
Name: Prashant Prabey KARTHIK NAGARAJ	Name: SAI PRAKASH LEO MATHU
Designation: Svt-Engineering- V.P. Enterprise Solutions	Designation: C E O - SAIRAM INSTITUTIONS



SAI RAM ENGINEERING COLLEGE

Sai Leo Nagar, West Tambaram, Chennai-44.

JOURNAL VOUCHER

No. _____

J.V. No. : _____
 J.V. Date : 26/08/19
 P.O. / Date : _____
 P.O. Value: Rs. _____

Student Skills Development Exp	Rs: 1770000-
Edcaate Aisn Pvt. Ltd	Rs: 1630000-
TDS	Rs: 150000-

Particulars	Amount
Student Skills Development charges	1770000
TDS 10% for Rs. 1770000/-	1770000
LESS: TDS 10%	150000
LESS: ADVANCE	-
BALANCE AMOUNT	1630000

Seventeen lakh seventy thousand only

Author: _____ Admin Officer: _____ Treasurer: _____ C.E.O

PAYMENT DETAILS

Date	Cheque No	Amount	Passed by
Admission 26/08/19	000678	810000-	
	online	150000-	

5071
Advance

EdCast Asia Pvt. Ltd.
Unit No. GB 61 to 66 and 86 to 82
Phoenix Parkon Plaza, LB5, Marg Kuria West
Mumbai, Maharashtra - 400087 IN
+919845418984
accounting@edcast.com
www.edcast.com
GSTIN: 27AAFCC4653B1ZY
CIN: U90301MH0013PTC0249248



Invoice

INVOICE TO
SAI RAM GROUP OF INSTITUTIONS
SAI BHAVAN 318, MADLEY
ROAD, T. NAGAR
Chennai, TamilNadu, 600017
India

SHIP TO
SAI RAM GROUP OF
INSTITUTIONS
SAI BHAVAN 318, MADLEY
ROAD, T. NAGAR
Chennai, TamilNadu, 600017
India

INVOICE NO. ED2019-0021
DATE 05/09/2019
DUE DATE 05-10-2019
TERMS NH 30

PLACE OF SUPPLY

33 - Tamil Nadu

NO	SAC	DATE	DESCRIPTION OF SERVICE	QTY	TAX	EX. TE	AMOUNT
1	998813	05/09/2019	FutureSkills Subscription	5,000	18.0% IGST	3001.00	19,00,000.00
2	998313	05/09/2019	FutureSkills Subscription 1000 licences complimentary	1,000	18.0% IGST	0.00	0.00

SUBTOTAL 19,00,000.00
IGST @ 18% on 1900000.00 2,70,000.00
TOTAL 17,70,000.00
BALANCE DUE **₹17,70,000.00**

Banking Information
Industrial Bank Limited
Main Branch
Account: 250015102013
IFSC Code: INDB0000503

PAN No: AAFCC 4653 B
GSTIN No: 27AAFCC4653B1ZY

Authorized Signatory



5 received under our records from customer

Futureskills Subscription Agreement

This Subscription Agreement ("Agreement") is between EdCast Asia Pvt. Ltd ("Licensor" which definition shall mean to include its affiliates and subsidiaries) having its registered office at Lower Ground 61-68 & 86-92, Phoenix Paragon Plaza, IBS Road, Kurla West, Mumbai 400070 and **Sairam Institutions** ("Client" or "Subscriber" which definition shall mean to include its affiliates and subsidiaries) having its registered office at Sai Bhavan, No. 31B, Madley Rd, Asoka Nagar, T. Nagar, Chennai, Tamil Nadu 600017

and corporate office at the same location mentioned above

The Licensor grants the client a non-exclusive, non-transferable license to access the services specified in the Schedule of Services subject to the following terms and conditions:

1. The Service

This Subscription Agreement ("Agreement") authorizes designated employees ("Employees") of the client, to receive the **futureskills** Site subscription for a period of one year from the date of activation.

The **futureskills** Service consists of the following elements:

- **Licensor** will set up and activate access to the **futureskills** online and mobile site/app for the Client. The library of **futureskills** consists of free and open content and also paid content from 3rd party ecosystem partners which shall be available as deep links to the Subscriber for the duration of the Agreement, subject to any changes in the 3rd party ecosystem partners licensing agreements for **futureskills** site. **futureskills** shall update new free and paid content links to its content channels on a regular basis, for which there will be no additional charge.
- Optionally each Employee will be able to subscribe to service with their own payment if the Client decides to offer as a paid or reimbursable benefit to its employees.

2. Duration of futureskills Subscription and Renewal

- The term of the Subscriber Agreement is fixed for a period of **12 Months from 23rd August 2019 till 22nd August 2020** and renewed for each year thereafter upon the sole discretion of the Client, unless terminated by the Client with 30 days' notice.
- The Client may terminate this Agreement upon a thirty (30) days prior written notice. The Client may terminate this Agreement for cause if the Licensor has materially breached any of the terms of this Agreement and is unable to cure the same within 7-days from the date of notice of such breach. The Client may also terminate this Agreement if the Licensor goes into liquidation, undergoes a change in control or is in breach of the Client's Supplier Code of Conduct.

3. Copyright and Limitations of Use

The content available through the **futureskills** Service, including the deep links and the associated metadata, is the property of **Licensor** or its 3rd party ecosystem partners or licensors ("Licensor



Sanjivkumar, Internal & Recruitment

FOR SAIRAM INSTITUTIONS

[Handwritten Signature]
E.F.O.

[Handwritten Signature]

Materials") and is protected by national and international copyright and other intellectual property laws. All rights reserved. Subscriber agrees not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the content received through futureskills to anyone outside the Client Co and its affiliates., without the express prior written consent of Licensor or as provided for herein. No abstract or any part thereof may be reproduced, sold, rented, published, licensed or transmitted in any form or by any means, electronic, photocopying, or otherwise, without prior written permission of Licensor.

In all cases, Licensor provides a personal, non-transferable, worldwide license to either Subscriber or designated Employees. These licenses are strictly non-transferable. Only registered user may access the futureskills account with credentials provided unless agreed otherwise by futureskills.

Sub-licensing of the futureskills content or parts thereof is prohibited.

The Client shall continue to own intellectual property rights in all Client information and materials. Futureskills must not use the same in any manner whatsoever except with the prior written consent of the Client.

4. Disclaimer and Warranties and Liability

Due to the number of sources from which content in Futureskills is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content. **SAVE AS CONTAINED IN THIS AGREEMENT, LICENSOR AND ITS AFFILIATES, AGENTS AND PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT AVAILABLE THROUGH FUTURESILLS. IN NO EVENT WILL LICENSOR, ITS AFFILIATES, AGENTS OR PARTNERS BE LIABLE TO SUBSCRIBER OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE ON SUCH CONTENT.**

Licensor warrants that (i) the Licensor Materials does not contain any malicious code that could adversely affect the current operation, security or integrity of Client system; (ii) the Licensor Materials or part thereof is presently not subject to any such claim or claims for infringement, and if the Licensor becomes aware of any such claim or any facts upon which such a claim could be based, Licensor will promptly notify the Client, (iii) Licensor will provide continued maintenance, support services and consulting services at no additional cost and will refund to the Client any amounts paid in the event the Licensor fails to perform such services, (iv) Licensor will ensure to provide timely upgrades to the Licensor Materials as and when available at no additional cost (v) the Licensor Materials are error free and the Client can at all times enjoy uninterrupted services during the course of this Agreement.

LICENSOR reserves the right to remove CONTENT from ITS SITE if required to do so by changes in 3RD PARTY ECOSYSTEM PARTNER agreements.

Neither party shall be liable for any indirect, special, incidental or consequential damages arising from this Agreement. Subject to the foregoing and save and except for the Licensor's obligations of indemnity, the total aggregate liability of the parties shall be limited to the amount of subscription payable by the Subscriber during the term of the Agreement.



[Handwritten signature]

FOR SARAJI INSTITUTIONS

[Handwritten signature]



Automation Anywhere Academic Alliance Agreement (Non-US)

This Academic Alliance Agreement ("Agreement"), dated as of 6th January 2020 (the "Effective Date"), is entered into by and between Automation Anywhere, Inc., a California corporation with offices at 633 River Oaks Parkway, San Jose, CA 95134 U.S.A. (hereafter referred to as "AAI"), and Sri Sairam College of Engineering a Karnataka / India affiliated to VTU located at Sai Leo Nagar, Guddanahalli Post, Anekal, Bangalore (hereafter referred to as "University"). University and AAI are hereafter collectively referred to as the "parties".

WHEREAS, AAI is offering the "Automation Anywhere University Talent Development Program", in which enrolled students of certain universities ("Students") may attend a non-unit lab practicum course (the "Course"), taught by a faculty member directly trained and certified by AAI as an AAI trainer ("Faculty Trainer") in a classroom enabled with AAI software as an AAI Center of Excellence, after which those trained students may themselves seek accreditation as AAI trainers through testing with AAI (the "Program");

WHEREAS, University desires to participate in the Program.

THEREFORE, for good and valuable consideration as set forth below, the parties agree as follows:

1. Definitions.

"Center of Excellence" or "CoE" means the setup of the Software on University equipment by AAI and provision of Documentation to enable the Faculty Trainer to instruct the Students in the Course.

"Certification" means accreditation by AAI of any Student or Faculty Trainer in the Software as a result of passing an examination provided by AAI for this purpose.

"Documentation" means (a) the manuals, handbooks, and other written materials related to the Use of the Software, whether in hard copy or soft copy form, that are provided by AAI along with the Software, and (b) the training materials that the Faculty Trainer will use in instructing Students as part of the Course, as such Documentation may be updated by AAI from time to time.

"Software" means AAI's proprietary software in machine-readable, object code form only, related Documentation, and all modifications made thereto by AAI, and any updates or upgrades that AAI provides to University, in order for University to provide the Course under this Agreement.

"Use" means the installation, accessing, displaying, and operation of the AAI Software to automate business processes and tasks.

2. Obligations. The parties agree to each undertake and fully perform during the Term the following obligations for the success of the Program, and, except as explicitly stated in Section 2.2, such obligations will be undertaken at the respective party's sole cost and expense:

2.1 AAI Obligations.

AAI Responsibilities:
-Provide AAI train-the-trainer courses for University's faculty (at either University's premises or remotely); and thereafter test such faculty and issue AAI trainer certification to those faculty who have successfully completed such training;
-Provide e-learning access to those Students enrolled in the Course;



-Provide the Software under the license terms in Section 3 of this Agreement;
-Work with the University to set up the CoE, including installing the Software and providing Documentation;
-Provide the University with the certification test materials needed to test Students on for Student's AAI certification;
-Issue the AAI certification to those students who have successfully completed the certification course.

2.2 University Obligations.

University's Responsibilities
-Have faculty members attend AAI train-the-trainer courses, and have those who have successfully completed such course be tested for AAI train-the-trainer certification;
-Train Students using only Faculty Trainers who at the time of the Student training are already AAI certified trainers;
-Provide Students with the opportunity to enrol in the Course, enrol Students in the Course, and conduct and oversee Student's participation in the Course;
-Advise in writing to all enrolled and prospective Students that neither the Student's completion of the Course nor the Student's Certification provides any assurance of any employment by any of the parties to this Agreement;
-Provide the physical space(s) needed for Students to take the Course and to engage in learning and training certification activities;
-As part of providing the physical space(s), obtain and maintain appropriate insurance coverages as mandated by applicable law;
-Provide and maintain the computers and all related equipment necessary for the successful implementation and running of the CoE;
-make the CoE available for Students to use for their Course-related learning activities, and have the use of the CoE be supervised by the Faculty Trainer;
-Support, encourage and drive Students to progress through the Course;
-Provide AAI with written feedback on Student progress, including any impediments to progress, and feedback on the Course itself ("Feedback");
-Take measures to ensure that neither the University, its personnel, its faculty, or other agents charge Students any fees to enrol in and complete the Course;
-For those Students who have completed the Course, offer and proctor a Certification test using AAI-provided Certification testing materials;
-Take measures to ensure that the results of each Student's Certification test are true and accurate, including but not limited to closely proctoring and monitoring student Certification testing so that cheating or other conditions affecting testing accuracy do not occur;
-Reimburse AAI for reasonable costs of travel, accommodations, and incidental expenses, as incurred by AAI representatives while setting up the CoE.

3. Intellectual Property.

3.1 *Limited University License.* Subject to the terms and conditions of this Agreement, AAI grants University a limited, non-exclusive, non-transferable, non-production license to Use the Software during the Term only for University's Use for the express purpose of providing the Course to Students in connection with Program. For clarity, University may not Use the Software for its own internal use.



3.2 Restrictions. The Software is licensed, not sold. Title to the Software and all associated intellectual property rights are retained by AAI and/or its suppliers. All rights in the Software not expressly granted hereunder are reserved. University shall not modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise reduce the Software to human readable form. University shall not remove any copyright or other proprietary notices contained in the Software. University shall not cause or permit: (a) competitive analysis, benchmarking, or the Use, evaluation or viewing of the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, that performs functions similar to the functions performed by the Software; or (b) any of the following: (i) copying (except as set forth herein), (ii) sublicensing, or (iii) providing access or other dissemination of the Software, in whole or in part, to any third party. No right, title or interest in or to any AAI trademark, service mark, trade name, or logo of AAI or its licensors is granted under this Agreement.

3.3 Warranty Disclaimer. AAI DISCLAIMS ALL WARRANTIES AS TO ANY MATTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE SOFTWARE IS PROVIDED "AS IS". TO THE EXTENT THE LAWS OF UNIVERSITY'S JURISDICTION DO NOT PERMIT SUCH DISCLAIMER WITH RESPECT TO THE SOFTWARE AS LICENSED HEREUNDER, AAI PROVIDES ONLY THE MINIMUM LAWFUL WARRANTY BEYOND THAT WARRANTY EXPRESSLY MADE ABOVE AND DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

3.4 Publicity; Use of Trademarks.

a. At AAI's discretion, the parties may issue a joint press release in form and substance reasonably acceptable to each party as promptly as practicable following the Effective Date. Further, AAI may include University's name on list of schools participating in the Program in AAI promotional materials including but not limited to AAI's website.

b. This Agreement does not grant either party the right to use the other party's trademarks except as set out under this Section 3.4(b). Subject to the parties' respective trademark policies as either posted on the parties' respective websites or available upon the other party's request (which policies may be amended from time to time in each respective trademark owner's sole discretion), and the terms and conditions of this Agreement, each party hereby grants to the other a non-exclusive, non-transferable, and non-sublicensable license to use its respective trademarks during the Term solely in connection with (a) the joint press release described in Section 8(a) above and (b) the promotion and advertising of the Courses and Program as more fully set forth in Sections 2.1 and 2.2 under this Agreement.

4. Confidentiality

4.1 Confidential Information. "Confidential Information" means with respect to AAI information, the Documentation, Software, any results of any testing or analysis of the Software or Documentation by any party and any Feedback regarding the Course, and with respect to any party's information, all information that: (a) is marked as confidential or proprietary; (b) is disclosed verbally and identified as confidential or proprietary at the time of disclosure; or (c) by its nature is normally and reasonably considered confidential.



4.2 *Non-Disclosure and Restrictions on Use.* As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to Confidential Information of the other party. The receiving party: (a) shall hold all Confidential Information in confidence; (b) shall use the Confidential Information only for the purposes expressly permitted herein; (c) shall reproduce the Confidential Information only to the extent necessary for such purpose; (d) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a valid need to know in connection with this Agreement and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (e) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (d) above.

4.3 *Confidentiality Exceptions.* The foregoing confidentiality restrictions shall not apply to Confidential Information that: (a) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (e) that the disclosing party agrees in writing is free of such restrictions.

5. Indemnity.

5.1 *Indemnification Obligation.* Each party (the "Indemnifying Party") will defend the other party, and its employees, directors, agents, and representatives (collectively, the "Indemnified Party"), from any actual or threatened third party claim to the extent that it arises from: (a) the Indemnifying Party's breach of its confidentiality obligations in Section 4; (b) any alleged infringement by the Indemnifying Party of any third party intellectual property rights; (c) the negligent acts, omissions, negligence or willful misconduct of the Indemnifying Party in the performance of its obligations pursuant to this Agreement; (d) the failure of the Indemnifying Party to comply with, and any liabilities arising under, any applicable law (each, a "Claim").

5.2 *Indemnification Procedures.* The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party giving the Indemnifying Party prompt written notice of any Claim; (b) the Indemnifying Party having full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party providing assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complying with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them by a court of competent jurisdiction in any Claim under this Section 5; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.

5.3 *Indemnification Limitations for Third Party Infringement Claims.* An Indemnifying Party will have no obligation under this Section 5 or otherwise solely to the extent the claim is based on: (i) any combination of the Indemnifying Party's technology, products, or services with technology,



products or services not provided by the Indemnifying Party; (ii) use of Indemnifying Party's technology, products or services for a purpose or in a manner for which the technology, products or services were not designed; (iii) any modification to Indemnifying Party's technology, products or services made without Indemnifying Party's express written approval, (v) any modifications made to the technology, products or services by Indemnifying Party pursuant to the Indemnified Party's specific instructions, or (vii) any intellectual property right owned or licensed by the Indemnified Party.

5.4 THIS SECTION 5 STATES AN INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNIFYING PARTY'S ENTIRE LIABILITY FOR ALL THIRD-PARTY CLAIMS.

6. Limitation of Liability

6.1 NETHER PARTY SHALL BE LIABLE FOR: (A) ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AGGREGATE DAMAGES IN EXCESS OF US\$ 5000.

6.2 *Limitation of Liability Exclusions.* The limitations of liability set forth in Section 6.1 above do not apply to, and each party accepts liability to the other for: (a) damages related to claims that are the subject of indemnification under this Agreement, (b) claims based on either party's intentional breach of its obligations set forth in Section 4 (Confidentiality), and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

7. Term and Termination.

7.1 *Agreement Term.* This Agreement is effective as of the Effective Date for a three (3) year period thereafter ("Term"). For clarity, the license granted to University in Section 3 will terminate immediately upon termination or expiration of the Term. Prior to the expiration of the Term, the parties may amend this Agreement to extend its term.

7.2 *Termination.* Notwithstanding the foregoing, this Agreement may be terminated (a) by AAI for any reason upon sixty (60) days' notice to University, and (b) any party immediately upon written notice if another party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice.

7.3 *Effect of Termination.* Upon the effective date of termination of this Agreement: (a) University's license to the Software ceases, and University shall immediately remove all copies of the Software from all systems owned or controlled by University. Each party will securely destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement.

8. General.

8.1 *Export.* University agrees not to export, or allow the export or re-export of any Software, or of information regarding any Software in violation of any export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

8.2 *Business Practices.* University will: (a) conduct its business (including, without limitation, performance of its obligations under this Agreement) in a manner that reflects favorably on the goodwill and reputation of AAI; and (b) avoid deceptive, misleading or unethical practices detrimental to AAI, its Software and services offerings, or the public, including, without limitation, by refraining from making any representations or warranties to any third party with respect to the features or



capabilities of any AAI courses or training certifications, AAI products or services, that are inconsistent with the literature and documentation distributed by AAI.

8.3 *Anti-Corruption.* The parties each represent and warrant that neither it, nor any of its subsidiaries, nor any of their respective directors, officers, employees or agents have taken any action, directly or indirectly, that would constitute a violation, or implicate AAI in a violation, of any law of any jurisdiction in which it performs business, or of the United States of America, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), and where applicable, any anti-bribery/corruption legislation (“Anti-Bribery Act”) enacted by countries in which it is incorporated as an entity, including, but not limited to, the country or countries in which it is to perform under this Agreement (collectively, “Anti-corruption Laws”). University, and, to its knowledge, its affiliates have conducted their businesses in compliance with such Anti-corruption Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

8.4 *Third-Party Software.* The Software contains and is distributed with open source software that is covered by a different license, and AAI’s obligations set forth in this Agreement do not extend to any such open source software. University agrees that all such open source software shall be and shall remain subject to the terms and conditions under which it is provided.

8.5 *Governing Law and Jurisdiction.* This Agreement and all matters relating to this Agreement shall be governed by, and construed in accordance with the following laws:

1. If University is located outside of the United States, then any dispute arising out or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules (the “Rules”), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.
2. If University is located within the United States, then the governing law of this Agreement shall be the substantive law of California. Jurisdiction shall be of the State of California (without giving effect to the choice of law principles thereof). Any action based on or arising out of this Agreement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in Santa Clara County.

The parties hereby expressly and irrevocably submits to the jurisdiction of the above-referenced courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

8.6 *Injunctive Relief.* The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party’s intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.



8.7 *Force Majeure.* A party is not liable under any Agreement for non-performance (other than failure to pay) caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

8.8 *Parties' Relationship.* The parties agree that this Agreement is non-exclusive, and no party will be prevented from entering into similar arrangements with other third parties. The parties are independent contractors of each other in the performance of the obligations of this Agreement. Notwithstanding the identification of "Partner" in this Agreement, neither party will be considered the legal partner of the other party in any respect, and nothing in this Agreement or in the performance hereof will create or imply any joint venture, franchisee-franchisor relationship, or principal-agent relationship between the parties. No party will have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

8.9 *Binding Nature; Assignment.* This Agreement shall be binding on the respective parties thereto and their respective permitted successors and assigns; provided, however, that University shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the prior written consent of AAI; any other attempted assignment shall be void.

8.10 *Notices.* Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notice required by this Agreement shall be made in writing and given by (a) personal delivery, (b) prepaid, first class, certified mail, return receipt requested, (c) email (with a duplicate notice sent promptly by one of the other methods in this Section), or (d) courier service of recognized standing (with confirmation of receipt); in any case to the receiving party, "Attention: Legal" at its address set forth in the heading to this Agreement, or to a different address of which the addressee party has notified the other in accordance with this Section. Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.

8.11 *Headings.* Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

8.12 *Survival; Interpretation; Severability.* All provisions which are intended by their nature to survive, shall survive such performance, or the expiration or termination of this Agreement, including without limitation those relating to limitation of liability, and infringement indemnity. Each provision of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*) or otherwise, notwithstanding the failure of the essential purpose of any remedy. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement, unless such omission would frustrate the intent of the parties, in which case this Agreement may be reformed to give effect to the other provisions hereof.

8.13 *Entire Agreement; Modification and Waiver.* This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and no other terms or conditions set forth in any other document provided by University shall be part of any this Agreement unless specifically accepted by AAI in writing. No modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

AUTOMATION ANYWHERE, INC.

DocuSigned by:
Bob Baker
A0D9749C956E4F4...

By: _____
Name: Bob Baker
Title: VP, Corporate Operations
Date: 1/11/2020

UNIVERSITY: SRI SAIRAM COLLEGE OF ENGINEERING

DocuSigned by:
Dr. B Shadaksharappa
685719CC1C0949C...

By: _____
Name: Dr.B Shadaksharappa
Title: Principal
Date: 20th December 2019
Email: principal@sairamce.edu.in

END OF DOCUMENT



Sri SAIRAM COLLEGE OF ENGINEERING

(An ISO 9001:2015 Certified Institution) Formerly SHIRDI SAI ENGINEERING COLLEGE

Managed by Sapthagiri Educational & Charitable Trust

Approved by AICTE, New Delhi, Recognized by Govt. of Karnataka & Affiliated to Visvesvaraya Technological University, Belgaum.

Campus : Sai Leo Nagar, Guddanahalli (PO), Anekal, Bangalore - 562 106. Tel: +91-80-27830221, 27840631 / 632. Fax: +91-80-27830355



30.09.2020

To
TalentSprint Private Limited
Survey No. 126P, PSR prime Tower,
Beside DLF Gate 1, Gachibowli, Hyderabad,
Telangana 500032

Dear Sir,

Sub: Purchase Order

Ref: "Automation Anywhere Master Certification Program 2020 Cohort" (AA MCP-2020)

Further to the proposal submitted by you and our subsequent discussions, we are pleased to share our purchase order for "Automation Anywhere Master Certification Program 2020 Cohort" as per details below:

Description	Seats Allocated	Fee Per Student	Total Amount
Level 2: AA-Master RPA Professional Certification Program	30 students	INR 25,000	INR 7,50,000

1. College will provide the complete list of students, qualified and eligible as per the advanced level certification results.
2. LMS logins will be given to the qualified and eligible list of students subject to the allocated seat limit.
3. Program fee includes taxes if any applicable and payment will be made by students directly to TalentSprint within one week after the first recruitment drive (scheduled tentatively around the 3rd week of October) or before October 31, 2020, whichever is earlier.
4. TalentSprint shall provide the faculty for the program delivery.
5. TalentSprint will coordinate with AA implementation partners and customers to conduct recruitment drives for AA Advanced level certified students at an appropriate time. We understand that the job offers shall be at the sole discretion of recruiting companies.
6. College will provide and allocate the required infrastructure and a SPOC for smooth operations.



Madhusudhan
30/09/2020

PRINCIPAL





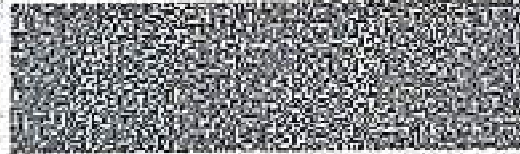
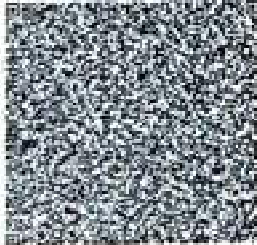
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA25155408671515R
 Certificate Issued Date : 10-Jan-2019 11:35 AM
 Account Reference : NONACC (FI)/ kacardb08/ ANEKAL/ KA-BN
 Unique Doc. Reference : SUBIN-KAKACARDB0884950211981848R
 Purchased by : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
 Description of Document : Article 12 Bond
 Description : MOMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
 Second Party : AWS EDUCATE
 Stamp Duty Paid By : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Sri Sairam College of Engineering
Anekal Bangalore



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.stampsamp.com'. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE

Account Settings

Account Id: 736571687450
Account Name: Sri Sairam College of engineering
Password: ****

Contact Information

Please note that updating your contact information on this page will not update the information displayed on your PDF invoices. If you wish to update the billing address information associated with your invoice, please edit it through the Payment Methods page, located here.

Full Name: Sri Sairam College of engineering
Address: Sai Leo Nagar, Guddanahalli(P.O) Anekal
City: Bangalore
State: Karnataka
Postal Code: 562106
Country: IN
Phone Number: 9448480620
Company Name: Sri Sairam College of engineering
Website URL:

Alternate Contacts

In order to keep the right people in the loop, you can add an alternate contact for Billing, Operations, and Security communications. To specify an alternate contact, click the Edit button.

Please note that, as the primary account holder, you will continue to receive all email communications.



Shadaksharappa Bichagal <bichagal@sairamce.edu.in>

Email Verification - AWS Educate Application

1 message

AWS Educate Support <support@awseducate.com>
To: "bichagal@sairamce.edu.in" <bichagal@sairamce.edu.in>

Fri, Nov 24, 2017 at 3:05 PM

Hello Shadaksharappa,

Thank you for submitting your AWS Educate application!

In order for your AWS Educate application to be processed, we need to verify your email address. Please use the verification URL below to confirm your email address, review the AWS Educate program terms and conditions, and complete the application process.

<https://www.awseducate.com/Confirm-Email?token=758281e1d8904c0440a0169c70aef>

Thank you,

The AWS Educate Team



Shadaksharappa Bichagal <bichagal@sairamce.edu.in>

Thank You for Applying for AWS Educate

1 message

AWS Educate Support <support@awseducate.com>

Fri, Nov 24, 2017 at 3:06 PM

To: "bichagal@sairamce.edu.in" <bichagal@sairamce.edu.in>

Hi Shadaksharappa,

Thank you for applying for AWS Educate. We have received your application, and it is currently under review. You will receive an email once the review is complete.

If you have any questions, please click [here](#) to contact AWS Educate support.

Thank You!
The AWS Educate Team

Account Settings

Edit

Account Id: 736571687450

Account Name: Sri Sairam College of engineering

Password:

Contact Information

Edit

Please note that updating your contact information on this page will not update the information displayed on your PDF invoices. If you wish to update the billing address information associated with your invoice, please edit it through the Payment Methods page, located here.

Full Name: Sri Sairam College of engineering

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Company Name: Sri Sairam College of engineering

Website URL:

Alternate Contacts

Edit

In order to keep the right people in the loop, you can add an alternate contact for Billing, Operations, and Security communications. To specify an alternate contact, click the Edit button.

Please note that, as the primary account holder, you will continue to receive all email communications.



SRI SAIRAM COLLEGE OF ENGINEERING, BENGALURU

This certificate entitles this institution to leverage AWS Educate to provide teaching and learning resources and AWS Promotional Credit to deliver cloud computing to their educators and student.

297-172029 | 13 July 2017

ICT ACADEMY.
Innovate... Collaborate... Educate...

A handwritten signature in black ink that reads "Samuel Harris".

SAMUEL HARRIS
EDUCATION PROGRAM MANAGER, APAC



SRI SAIRAM COLLEGE OF ENGINEERING, BENGALURU

This certificate entitles this institution to leverage AWS Educate to provide teaching and learning resources and AWS Promotional Credit to deliver cloud computing to their educators and student.

297-172029 | 13 July 2017

ICT ACADEMY.
Innovate... Collaborate... Educate...

Samuel Harris

SAMUEL HARRIS
GLOBAL ACCOUNT MANAGER, APAC



**Memorandum of understanding (“MOU”)
Between
Sairam Group of Institutions
and
Huawei Services (Hong Kong) Co. Limited**

05/2020

Party A: SAIRAM GROUP OF INSTITUTIONS

**Address: ‘SAIBHAVAN’, No.31, Madley Road, T.Nagar, Tamilnadu, India,
Chennai , Pin- 600 044.**

**Party B: Huawei Services (Hong Kong) Co., Limited (hereinafter referred to as
“HUAWEI” or “Huawei”)**

**Address: Room 03, 9th Floor, Tower 6, The Gateway, No. 9 Canton Road, Tsim
Sha Tsui, Kowloon, Hong Kong**

Huawei and Party A are hereinafter individually referred to as the
"Party" and collectively, the "Parties".





Part I: Cooperation Provisions

1. Cooperation background

In order to respond to the Global digitalization needs, comprehensively promote the collaboration of Academic institutes and enterprises in education, give full play to the advantages of both universities and enterprises, train more high-quality and high-skilled applied talents with good professional knowledge and practical skills for the society, and promote the deepening of educational reform in universities and improve the quality of talent cultivation, based on the principles of resource sharing, complementarity, mutual benefit and common development, both universities and enterprises actively explore the establishment of pluralistic, multi-level and multi-form cooperative relations between universities and enterprises.

2. Company Overview:

HUAWEI Mobile Services is part of Huawei Consumer Business Group which aims to provide a complete mobile experience to HUAWEI mobile users. The users can enjoy official services such as Mobile Cloud, AppGallery, Videos, and Themes etc. which comes along with EMUI operating system. HMS covers 700 million users in over 170 countries, serving a smart living experience to benefit users. In the era of a fully connected world, HUAWEI will provide a better user experience and fulfilling commitment to bring the world closer together.

Huawei is a leading global provider of information and communications technology (ICT) infrastructure and smart devices. With integrated solutions across four key domains which are telecom networks, IT, smart devices, and cloud services. Huawei is committed to bringing digital to every person, home and organization for a fully connected, intelligent world.

1. As one of Huawei's three business groups, Huawei Consumer Business Group is the leader of all-scenario AI life. It covers smartphones, PC and tablets, wearables, mobile broadband devices, family devices and device cloud services. Huawei Consumer Business Group is dedicated to delivering the latest technologies to consumers and sharing the happiness of technological advances with more people around the world.



2. About Sairam Institutions

Sairam Institutions, Chennai, established by honourable MJF.Ln .Leomuthu, Founder Chairman of Sapthagiri Educational Trust, is a non-profitable and non-minority institution. Presently, the group encompasses more than twenty institutions including Schools, Engineering Institutions, Medical Colleges, Teacher Training Institutes, Polytechnic Colleges and Management School with a student strength in excess of 20,000. The Institution ventured into the realm of providing quality technical education to both urban and rural students from Tamil Nadu as well as other states.

The Sairam Institution has three Engineering Colleges. Amongst these Colleges Sri Sairam Engineering College has developed into a reputed Autonomous Engineering Institution with ISO:9001:2008 certifications, NBA Accreditation and NAAC A+ accreditation to 9 the disciplines of engineering. The major undergraduate disciplines offered by the college include Artificial Intelligence and Data Science, Computer Science and Business Systems, Electrical and Electronics Engineering, Electronics and Communication Engineering, Information Technology, Computer Science and engineering, Mechanical Engineering, Electronics and Instrumentation Engineering, Civil Engineering, Instrumentation and Control Engineering, Production Engineering.

The Sri Sairam Institute of Technology an autonomous institution, is one of the honored institutions, which stands as a sinew of splendor in the arena of education for a decade. The institution is affiliated to Anna University and approved by All India Council for Technical Education (AICTE). To add to its pride, it is recertified as ISO 9001:2015 Certified institution as well, it has been accredited with "A+" grade by NAAC. Besides, five departments (CSE, MECH, IT, EEE, ECE) have been accredited for 3 years by the NBA Expert Team. The major undergraduate disciplines offered by the college include Artificial Intelligence and Data Science, Computer and communication Engineering, Electrical and Electronics Engineering, Electronics and Communication Engineering,



Information Technology, Computer Science and Engineering, Mechanical Engineering, Civil Engineering.

Sri Sairam College of Engineering formerly Shirdi Sai Engineering College Bengaluru, established in the year 1997 by MJF.Ln .Leo Muthu, Chairman of Sapthagiri Educational Trust, is a non-profitable and non-minority institution. Located within the Bangalore city limits. The College has developed into a reputed Engineering Institution with ISO 9001: 2008 Certification. The college is affiliated to the Visveshvaraya Technological University and also approved by All India Council for Technical Education (AICTE), New Delhi. It is accredited by NAAC and ranked by ARHA (2019-2020) and NIRF. The major undergraduate disciplines offered by the college include Computer and communication Engineering, Electrical and Electronics Engineering, Electronics and Communication Engineering and Mechanical Engineering.

About M- APPS CLUB

The Sairam Institution has a M-APPS club which was launched as a rigid platform to nurture young minds and bring out their cognitive capabilities in order to expose them to the real world through developing mobile Applications which takes a quick peek into the current and upcoming generations. The charge to the M-Apps Committee on Sri Sai Ram Engineering College is to initiate the students to develop Creative Mobile Applications, train the students to develop Application, conduct Workshops on Mobile Application Development, educating students about current trends in Hand Held device applications and conduct inter college App development competitions. The M-Apps club is focused to travel in a path of success by conducting many Training Programmes, Intra and Inter College Competitions and also formed teams which has won state level citations for their works.

3. Cooperation Mode and Content

After friendly negotiation, both parties agree to carry out an online training course/session on Mobile Application Development in the HUAWEI Mobile Services (HMS) ecosystem for the students of the university.



4. Objective/Purpose:

The key objective is to provide a learning and training platform to students of the university who are interested, dedicated and passionate to learn and do some innovation in the space of mobile app development using HMS. This training program will provide an opportunity for the students to upgrade their skills and showcase their hidden talent by coming out with innovative and smart mobile apps that can have a significant impact on society, the nation and the entire humanity.

The most active and top performers or innovators will be recognized under HSD Program and will be rewarded in the form of certificate for their hard and smart work to continue represent the HMS community and conduct regular community activities.

5. Plan of Action/Scope of Work:

Tasks and Responsibilities from Huawei side:

- Webinar on The Future of App Industry will be conducted for all the University Students.
- The training will be conducted by the HMS expert from Huawei.
- The training duration will be of 5 weeks.
- The programming language will be **Java**
- The course will start from MM/YYYY and expected to get complete by end of MM/YYYY
- The **Zoom** or **Welink** will be used to create virtual classes for students with professors.
- The training session will be both theoretical and practical classes including Hands-on experience.
- Exams for students and feedbacks for trainers will be taken to evaluate their performances.
- During the training, students will be encouraged to build sample applications and release applications in **AppGallery**.
- Huawei team will provide end to end support in resolving all technical **queries, doubts, application development and deployment** with respect to HMS.
- After the course completion, Huawei will support all the eligible participants to get the **Certificate**.



Tasks and Responsibilities from University side:

- Encourage all the students to know about mobile app industry and create Huawei Developer ID to access developer tools.
- To circulate the HMS training information, to identify the students interested to attend the sessions.
- To facilitate the interested students to join the training sessions with appropriate guidance.
- To appoint professor and support staff as coordinators between Huawei and students.
- Make sure to meet the minimum expectation of 150+ participants for every training session.
- Professors to recommend suitable students for Student community organizer Role.
- Professors and other support staff members to ensure students complete assigned tasks and bridge the communication gaps.

Course Structure with Timelines



Train the trainer program for HMS foundation course

- 10 Teachers can join the Foundation course along with Students
- Teacher need to learn all the topics and develop applications along with students
- If the Application selected is big and complex, teacher can lead batch 4-5 students and develop the application
- Teachers can apply for the program Huawei Academy Teacher
- Once teacher get selected, Teachers can contribute articles and videos on Huawei developer forum & training portal
- Teachers also can produce advanced training videos and developer stories/case studies on Huawei training platform



Guidelines to be followed:

- Students who complete the entire course and successfully deploy an application into AppGallery are eligible for a certificate.
- The certificates will clearly highlight the logo of Huawei along with the name of the participant, course title, appropriate seal and signatures in digital format.
- Only soft copies of the Certificate (e-Certificate) to be provided and no hardcopies.
- All the students should create their Huawei Id for accessing HMS Kits and other services for building mobile applications and deploying in AppGallery.
- Top performing students can support in mentoring other students and resolving an initial set of queries.
- The University should coordinate with the students in registering them & making them attend the sessions without any difficulties.
- The university can recommend selective potential students for the role of Huawei student developer organizer, but the final call has to be taken by the HMS team.

6. Future Plans:

- Based on the successful execution of this training program we can plan for an extension of the training sessions with some advanced tutorials having more and more hands-on sessions.
- University can adopt HMS content in Curriculum
- Huawei can provide an opportunity for suitable students to become Huawei Developer Experts and Huawei Community Leaders.

Curriculum system construction

In order to achieve the goal of cultivating practical and complex talents, the curriculum design and adjustment of talent cultivation plan are based on the needs of enterprises and industries. Based on HMS and HarmonyOS technologies, build a flexible curriculum system, integrate the curriculum into the college teaching system, set corresponding credits, and jointly develop teaching plans and talent cultivation solutions that meet enterprise



requirements. Explore a teaching model driven by industry requirements and centered on engineering practices. The curriculum of teaching planning emphasizes the foundation, strengthens practical technology, case teaching and engineering practice.

7. Feedback Collection Mechanism:

- Every week, an online feedback form will be shared to participants with a list of questionnaires finalized between the HMS team and University officials.
- The HMS team will collect the feedback and will share it with university officials.
- Based on the feedback from students, the HMS team will fine tune the ongoing sessions and will make necessary changes.

8. Terms and Conditions:

- Huawei will not be responsible for slow internet connectivity or network issues faced by the students during the entire training program.
- Huawei reserves the right with prior notification to make changes in the course structure, course duration, training topics and contents as mentioned above.
- University officials needs to provide prior notification to Huawei if postponing any particular training session or changing prefixed time slots.
- Trainers appointed by Huawei can only take the sessions and training materials approved by the HMS team will be used only during training sessions.
- The training timings can be decided based on the mutual discussions between the HMS team and university officials.
- All the training materials and training sessions will be provided in English language only.

Part II: General Provisions

1. Legal Effect



The Parties understand and agree that, except for all clauses of Part II General Provisions specified herein, this MOU only reflects the intent of the Parties and shall not be binding upon the Parties, not intended to create any rights or obligations between the Parties.

2. Confidentiality

2.1 Unless otherwise agreed in writing, neither Party shall disclose to any third parties or make public announcements of the mere fact that the Parties (i) are discussing or intend to initiate discussions on the subject matter hereof or the possibilities to enter into any partnership; or (ii) are contemplating to enter into or have entered into or have terminated any partnership.

2.3 All technical and commercial information provided to the receiving Party ("Recipient") by the disclosing Party ("Discloser") during the negotiation, execution and fulfillment of this MOU, including but not limited to the content of this MOU and the existence of this MOU, shall be deemed to be the Confidential Information.

2.4 The Recipient shall keep all the Confidential Information provided by the Discloser secret and confidential and refrain from disclosing such Confidential Information to any third parties in any manner without prior written consent of the Discloser. The Recipient shall use the Confidential Information only for the purpose of performance of this MOU and shall use reasonable care to protect such Confidential Information.

3. No Rights Granted



Nothing in this MOU shall be construed as one Party granting any expressed or implied rights or license under any patent, copyright or other its intellectual property rights to the other Party.

4. Term and Termination

4.1 This MOU shall become effective upon the day and date last signed and executed by the duly authorized representatives of the Parties and remain in force for a period of Three years.

4.2 One Party shall have the right to immediately terminate this MOU upon written notice to the other Party in any of the following events:

- (a) The other Party is in material breach of this MOU and fails to remedy the breach within thirty (30) days of written notice complaining thereof from the terminating party; or
- (b) The other Party becomes insolvent or becomes subject to bankruptcy or reorganization or similar procedures for the relief of debtors, or makes a general assignment for the benefit of debtors, or any application therefore; or
- (c) The other Party decides to sell or transfer business concerning this MOU without the prior written consent from the terminating party; or
- (d) The other Party decides to dissolve or be liquidated; or
- (e) The other Party is subject to any substantial change of ownership, including due to any takeover or merger with another company.

4.3 Upon the termination of this MOU, one Party shall promptly return to the other Party all the Confidential Information and copies received from the other Party.



4.4 All clauses of Part II General Provisions shall survive any termination of this MOU.

5. Governing Law and Dispute Resolution

5.1 This MOU shall be construed in accordance with and governed by the laws of Hong Kong, without giving effect to principles of conflicts of law.

5.2 All disputes arising under the terms of this MOU shall be settled amicably through negotiations between the Parties firstly. In the event such disputes cannot be settled amicably through negotiations within a 30-day period, they shall be submitted to the Hong Kong Courts.

6. No Warranty

All information and materials provided by Huawei to Party A hereunder shall be provided "AS IS" without warranty of any kind, and Party A understands and agrees that Huawei shall not be liable for any loss whatsoever arising from or relating to Party A's use or inability to use such information or materials.

7. Miscellaneous

7.1 Either party shall bear its own cost and expenses which may be incurred in the fulfillment of this MOU.



7.2 All headings used in this MOU are inserted for convenience only and shall not affect the meaning or interpretation of any portion of this MOU.

7.3 This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations relating thereto. This MOU may not be amended except with the prior written consent of both Parties.

7.4 Neither Party shall assign any of its rights and obligations under this MOU without the prior written consent of the other Party.

7.5 This MOU is executed in duplicate, one for Huawei and the other for Party A. Each copy shall have the same legal force.

Party A: Sairam Group of Institutions

(Stamp)

Authorized representative: *Carli*

Position: CIO

Date: 19/6/2021



Party B: Huawei Service Center (Hong Kong) Co., Limited (Stamp)

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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA25152073866948R
 Certificate Issued Date : 10-Jan-2019 11:34 AM
 Account Reference : NONACC (FI) kacardb08/ ANEKAL/ KA-BN
 Unique Doc. Reference : SUBIN-KAKACARDB0884964960930197R
 Purchased by : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
 Description of Document : Article 12 Bond
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
 Second Party : PALOALTA BENGALURU
 Stamp Duty Paid By : SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



[Handwritten Signature]
 SRI SAIRAM COLLEGE OF ENGINEERING ANEKAL BANGALORE



Please write or type below this line.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed between Sri Sairam College of Engineering, Bengaluru and Paloalta Networks, Inc., on 28-05-2018 (hereinafter referred as effective date) and renewed on 30-05-2019 towards the Mutual Services.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.stclrestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

KARNATAKA GOVT. STAMP DUTY AUTHORITY

AUTHORIZED ACADEMY CENTER AGREEMENT

This Authorized Support Center Agreement ("Agreement") is made and entered into as of the 28-05-2018 ("Effective Date") by and between (1) if AAC Partner is located in North America or Latin America, Palo Alto Networks, Inc., with a principal place of business at 4401 Great America Parkway, Santa Clara, California, United States 95054, or (2) if AAC Partner is located in any other country other than those listed above, Palo Alto Networks (Netherlands) B.V., with a principal place of business at De Entree 99-197 Oval Tower, 5th Floor 1101 HE Amsterdam, the Netherlands, and any Affiliate thereof that is required to provide services in accordance with this Agreement (collectively, "Palo Alto Networks"), and Sri Sairam college with Engg. offices at Anekal, Bengaluru - 562106 and any Affiliate thereof (collectively "AAC Partner"). If no Effective Date is indicated above, the Effective Date is the later of the execution dates below. Palo Alto Networks and AAC Partner may also be referred to herein individually as a "Party" or collectively as the "Parties" throughout this Agreement.

WHEREAS, Palo Alto Networks develops, manufactures, markets, provides and supports certain hardware and software products;

WHEREAS, Palo Alto Networks and AAC Partner desire that Palo Alto Networks appoint AAC Partner as a non-exclusive Academy Partner to provide classroom instruction and technical training related to Palo Alto Networks' products to enrolled Students at an AAC, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

- 1.1. "Academy" means any institution of higher learning.
- 1.2. "Accreditation Certificate" means the certificate of accreditation provided by Palo Alto Networks, to each AAC Partner-provided instructor that successfully completes the applicable training course(s) and passes the ACE exam.
- 1.3. "Authorized Network Security Instructor" means an AAC Partner-provided instructor that has received a current and valid certificate of accreditation from Palo Alto Networks for one or more Authorized Courses and otherwise meets the

requirements contained in this Agreement to conduct such Authorized Courses.

1.4. "Authorized Academy Center" ("AAC") means the AAC Partner education center listed in Exhibit C where AAC Partner is authorized by Palo Alto Networks to provide Services.

1.5. "Authorized Course" means Palo Alto Networks' standard training courses listed in Exhibit A, which may be amended from time to time in Palo Alto Networks' sole discretion. Authorized Courses shall include all of the courses developed by Palo Alto Networks and for which the Authorized Academy Instructor is qualified to teach.

1.6. "Authorized Academy Center" ("AAC") means the AAC Partner education center listed in Exhibit C where AAC Partner is authorized by Palo Alto Networks to provide Services.

1.7. "Authorized Academy Instructor" means an AAC Partner-provided instructor who has successfully completed the applicable training course(s), has passed the Palo Alto Networks Accredited Configuration Expert (ACE) exam, and has received a certificate of authorization from the Palo Alto Networks.

1.8. "College" or "University" means an institution of higher learning providing facilities for teaching and research and authorized to grant academic degrees.

1.9. "Course Materials" means course materials developed and owned by Palo Alto Networks and/or its suppliers, including, but not limited to, instructor materials, Student Kits, updates for instructors and Students, slides, videos, manuals, workbooks, CDs, product documentation and selected handouts, reports, evaluation forms, elearning and other materials developed and required for use in Palo Alto Networks' Authorized Courses.

1.10. "Intellectual Property Rights" means patent rights, copyrights, trade secrets and any other intellectual property rights recognized in any country or jurisdiction in the world whether registered or unregistered.

1.11. "Marks" means the Palo Alto Networks' trademarks, service marks, trade names and logos.

1.12. "Palo Alto Networks Accredited Configuration Expert" or "ACE" means the accreditation offered by Palo Alto Networks upon passing the ACE test.

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1.13. "Palo Alto Networks Certified Network Security Engineer" or "CNSE" means the certification offered by Palo Alto Networks upon passing the proctored CNSE test.

1.14. "Products" means collectively Palo Alto Networks' hardware and software, listed on Palo Alto Networks' then-current product price list.

1.15. "Services" means the delivery of classroom instruction and technical training Authorized Courses by an Authorized Academy Instructor to enrolled Students at an Authorized Academy Center, in accordance with the terms and conditions of this Agreement.

1.16. "Student" means an individual enrolled to obtain credit towards an accreditation, certification, or degree offered by a College.

2. APPOINTMENT AND AAC PARTNER OBLIGATIONS

2.1. Appointment. Subject to AAC Partner's compliance with the terms and conditions of this Agreement, Palo Alto Networks hereby appoints AAC Partner, and AAC Partner accepts such appointment, as a non-exclusive Authorized Academy Center Partner of Palo Alto Networks Products. The foregoing Appointment authorizes AAC Partner to provide classroom instruction and technical training related to Palo Alto Networks' Products for Students at an Authorized Academy Center. AAC Partner is not authorized under this Agreement to distribute, license or sell the Products.

2.2. Authorized Academy Center Location. AAC Partner agrees to provide the Services solely at AAC Partner's Authorized Academy Centers listed on Exhibit C and in accordance with the terms and conditions of this Agreement. Palo Alto Networks reserve the right to tour and approve such premises from time to time, in its sole discretion, during the term of this Agreement. In the event Palo Alto Networks requests a tour it will provide AAC with five (5) days written notice (email acceptable) prior to such tour.

2.3. Student Kits. Student Kits. If the AAC Partner decides to teach Palo Alto Networks Authorized Courses as described in Exhibit B as is, without customization, the AAC Partner, or their campus-affiliated bookstore, may order student kits from a Palo Alto Networks vendor. AAC Partner shall not alter the Student Kit(s) in any manner but may include its own materials in conjunction with, but not as a part of, the Student Kit(s).

2.4. Equipment Bundle. Equipment Bundle. We recommend the use of one Palo Alto Networks Virtual Firewall/Virtual Machine (VM) per student or the

alternate product configuration as described in Exhibit B.

2.5. Palo Alto Networks Authorized Academy Instructor Training and Availability. AAC Partner will comply with the training and eligibility requirements set forth in Section 3.

2.6. No Reproduction of Course Materials. All Course Materials are protected by copyright and may not be reproduced without written authorization from Palo Alto Networks. Use of any Palo Alto Networks Products obtained in connection with this Agreement shall be governed exclusively by the applicable terms of sale and end user license accompanying the Palo Alto Networks Products. AAC acknowledges and agrees that it shall not reproduce, create derivative works of or otherwise use the Course Materials in any manner inconsistent with this Agreement.

2.7. Reporting. Upon request from Palo Alto Networks, AAC Partner will provide Palo Alto Networks with reports for each Authorized Course, as required and allowable by law, including Authorized Course evaluations, attendance lists, and Course details.

2.8. Customer Satisfaction. AAC Partner agrees that maintaining a high level of customer satisfaction is a requirement providing Services to Students under this Agreement. AAC Partner agrees to report promptly to Palo Alto Networks all known or suspected errors, problems and complaints with any Course Materials, Authorized Network Security Instructors, Authorized Academy Centers or other aspects of the Authorized Courses. AAC Partner will promptly implement all remediation measures specified by Palo Alto Networks to address such issues.

2.9. Facilities. AAC Partner shall ensure that the Authorized Academy Center locations at all times meet the requirements for conducting each Authorized Course.

2.10. Course Materials. AAC Partner may use the Course Materials provided by Palo Alto Networks for each Authorized Course. AAC Partner may use additional materials while conducting Authorized Courses provided that AAC Partner has obtained Palo Alto Networks' prior written permission.

2.11. Business Conduct. AAC Partner will: (i) perform the Services in a professional and competent fashion and conduct its business in a manner that reflects favorably on the Palo Alto Networks' Products and Services and the good name, goodwill and reputation of Palo Alto Networks; (ii) avoid deceptive, misleading or unethical practices; and, (iii) make no representations, warranties or guarantees to Students or to the trade with respect to the specifications, features or capabilities of Palo Alto Networks' Products & Services inconsistent with the literature distributed by Palo Alto Networks.



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2.12. Instructors. Prior to performing any Services or participating in any Authorized Course hereunder, AAC Partner will ensure that all relevant personnel have executed written agreements that: (i) effect a present and future assignment, license and waiver of all applicable Intellectual Property Rights by such personnel, and otherwise obligate such personnel to take such acts, as required by and consistent with Section 6; and, (ii) bind such personnel to the obligations set forth in Section 6 pertaining to Confidential Information.

2.13. Reserved Rights. Nothing in this Agreement limits Palo Alto Networks' right, from time to time, and without obligation or liability to AAC Partner to change the Palo Alto Networks Authorized Courses. The tests that are applicable to the course that is underway will not change for a 6 month period after the end of the curriculum delivery.

2.14. Marketing and Promotion. AAC Partner may advertise having Palo Alto Networks accredited status upon final approval or authorization.

3. TRAINING; ACCREDITATION

3.1. Accreditation Program. Unless earlier revoked by Palo Alto Networks, each Accreditation Certificate will be good for three (3) years. Each instructor chosen must make every reasonable attempt to take the applicable accreditation exam prior to performing Services.

3.2. Training of Authorized Academy Instructors. Palo Alto Networks will provide training, applicable Course Materials and instructor accreditation and certification to the mutually agreed upon Authorized Academy Instructor, at no charge. Each Authorized Academy Instructor will be evaluated for both product knowledge and classroom teaching skills and must be certified or have written authorization to teach as an Authorized Academy Instructor before performing Services. Palo Alto Networks reserves the right to deny certification if the AAC Partner-provided instructor does not meet the Palo Alto Networks instructor accreditation qualifications.

3.3. Palo Alto Networks Certification Program. Palo Alto Networks will provide a certificate to each AAC Partner-provided instructor that successfully completes the applicable training course(s) and successfully passes the ACE exam. Each instructor is required to complete their accreditation within 6 months of the signing of the AAC agreement.

3.4. Updates. AAC Partner shall ensure that each accredited instructor completes all ongoing training requirements specified by Palo Alto Networks, including without limitation, reviewing updated and new Course

Materials, successfully completing updated and new training made available by Palo Alto Networks, and any and all accreditation and certification requirements in order to maintain the Authorized Academy Instructor authorization.

4. ORDERING OF STUDENT KITS. AAC Partner may optionally place orders for student Course Materials via the Palo Alto Networks fulfillment partner ordering process. Orders must be placed at least ten (10) days in advance of Authorized Course delivery.

5. CONFIDENTIALITY

5.1. Definition. "Confidential Information" means: (i) any non-public information of a party, including, without limitation, any information relating to a party's current and planned products and services, technology, know-how, designs, finances, accounts, manufacturing, customer lists, business forecasts and marketing plans; (ii) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure; and (iii) the specific terms and pricing set forth in this Agreement.

5.2. Exclusions. The obligations in Section 5.3 will not apply to the extent any information: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

5.3. Obligations. Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance.

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The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

6. PROPRIETARY RIGHTS.

AAC Partner and Palo Alto Networks agree that, to the fullest extent legally possible, all Course Materials and Authorized Courses, including any derivative works of the foregoing, shall remain the sole and exclusive property of Palo Alto Networks and/or its suppliers. Notwithstanding anything to the contrary contained herein, AAC Partner is expressly prohibited from creating derivative works of the Course Materials, AAC Partner hereby irrevocably transfers and assigns to Palo Alto Networks, all right, title and interest in and to the foregoing, including such derivative works therein. At Palo Alto Networks' request and expense, during and after the Term of this Agreement, AAC Partner will assist and cooperate with Palo Alto Networks in all respects (and will cause AAC Partner's personnel to assist and cooperate with Palo Alto Networks in all respects), and will execute documents (and will cause AAC Partner's personnel to execute documents), and will take such further acts reasonably requested by Palo Alto Networks to enable Palo Alto Networks to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections in the Course Materials and Authorized Courses, including any derivative works of the foregoing.

7. MORAL RIGHTS.

AAC Partner also hereby agrees to irrevocably transfer and assign to Palo Alto Networks, waive and never assert, any and all Moral Rights that AAC Partner or AAC Partner's personnel may have in or with respect to the Course Materials and Authorized Courses, including any derivative works of the foregoing, during and after the term of this Agreement. "Moral Rights" means any rights to claim authorship of any work, to object to or prevent the modification or destruction of any work, to withdraw from circulation or control the publication or distribution of any work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

8. TRADEMARK LICENSE

8.1. Subject to AAC Partner's compliance with the terms and conditions of this Agreement, Palo Alto Networks grants to AAC Partner a non-exclusive, non-transferable license to use the Marks, during the term of this Agreement, solely in connection with the marketing and advertising of Authorized Courses. Any use of a Mark by AAC Partner must correctly attribute ownership thereof to Palo Alto Networks and must be in accordance with applicable law and Palo Alto Networks' then-current trademark usage guidelines. AAC Partner will submit to Palo Alto Networks for prior written approval any advertising, marketing or promotional materials in which AAC Partner plans to use a Mark. Palo Alto Networks' approval shall not be unreasonably withheld or delayed. AAC Partner will not alter, erase or overprint any trademark notice provided by Palo Alto Networks or affix any Palo Alto Networks Marks to any non-Palo Alto Networks Authorized Course Materials.

8.2. AAC Partner will at no time contest or aid in contesting the validity or ownership of any Mark or take any action in derogation of Palo Alto Networks' rights herein, including, without limitation, applying to register any trademark, trade names, copyrights, or other designation that is confusingly similar to any Mark. Upon expiration or termination of this Agreement for any reason, AAC Partner agrees to cease all display, advertising, and use of any and all Palo Alto Networks Marks. AAC Partner recognizes Palo Alto Networks' ownership and title to the Marks and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the licensed Marks will inure to the benefit of Palo Alto Networks. AAC Partner recognizes the goodwill associated with the Marks and acknowledges that such goodwill belongs to Palo Alto Networks.

9. WARRANTY AND INDEMNIFICATION

9.1. Warranty. Each party warrants that it has full corporate power to enter into the Agreement, to carry out its obligations hereunder, and to grant and assign the rights herein granted or assigned to the other party. AAC Partner represents and warrants that AAC Partner has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with, or that would hinder AAC Partner's performance of its obligations under this Agreement. AAC Partner represents and warrants that the Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge, skills, and who are certified with Palo Alto Networks then-current



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certification requirements as defined herein.

9.2. Indemnity. AAC Partner will indemnify, hold harmless, and at Palo Alto Networks' request defend, Palo Alto Networks, its suppliers, and customers from and against any claims, damages, losses, expenses and costs (including reasonable attorneys' fees) arising out of or resulting from any act or omission of AAC Partner or any of its employees (or subcontractors, if any) that results in (i) personal injury (or death) or tangible or intangible property damage (including loss of use) or (ii) the violation of any statute, ordinance, or regulation or resulting from the negligence or willful misconduct of AAC Partner or any of its employees (or subcontractors, if any). Palo Alto Networks expressly reserves the right to retain separate counsel at Palo Alto Networks' own expense to participate in the defense or settlement of such claims.

9.3. Disclaimer. THE PARTIES MAKE NO WARRANTIES EXCEPT AS STATED IN THIS SECTION 10. THE PARTIES DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

10.1. Exclusion of Certain Damages. IN NO EVENT WILL PALO ALTO NETWORKS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, GOODWILL OR OTHER ECONOMIC LOSS), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PALO ALTO NETWORKS PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PALO ALTO NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.2. Total Liability. PALO ALTO NETWORKS' TOTAL LIABILITY TO AAC PARTNER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL IN NO EVENT EXCEED TEN THOUSAND DOLLARS (\$10,000.00 USD).

11. TERM AND TERMINATION

11.1. Term. The term of this Agreement shall be

one (1) year from the Effective Date (the "Term") and shall automatically renew for one (1) year terms thereafter, unless earlier terminated in accordance with the terms of this Agreement.

11.2. Change Notice. Palo Alto Networks reserves the right to change this Agreement from time to time and will provide thirty (30) days written notice to AAC Partner prior to any changes taking effect.

11.3. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Classes that are committed to by an AAC will not be subject to the termination clause of the contract and/or interrupted during the curriculum year if and when termination occurs within that period.

11.4. Termination For Cause. Either party may terminate this Agreement, at any time, if the other party breaches any material term of this Agreement and fails to cure that breach within thirty (30) days after notice thereof from the non-breaching party. Palo Alto Networks may also terminate this Agreement, at any time, if: (i) AAC Partner breaches any of its payment obligations (when and if applicable) under this Agreement and fails to cure that breach within ten (10) days after notice thereof from Palo Alto Networks; (ii) AAC Partner becomes the subject of a voluntary or involuntary petition in bankruptcy or proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) AAC Partner is merged or consolidated, sells all or substantially all of its assets, or is subject to any substantial change in management or control.

11.5. Effect of Termination. Upon the termination or expiration of this Agreement: (i) each party will promptly return to the other party all Confidential Information of the other party in its possession or control, and will provide the other party with a certification, signed by one of its officers, certifying the return of all such Confidential Information; (ii) AAC Partner will cease using the Marks; and (iii) AAC Partner will return to Palo Alto Networks any copies of Palo Alto Networks' marketing collateral in AAC Partner's possession or control.

11.6. No Damages Upon Termination. AAC PARTNER WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE ANY COMPENSATION OR INDEMNITY UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAWS OF THE TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

11.7. Survival. The rights and obligations of the parties under Sections 6 through 12 will survive the



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termination or expiration of this Agreement.

12. MISCELLANEOUS

12.1. Assignment. AAC Partner may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without Palo Alto Networks' express prior consent. Any attempt to assign or transfer this Agreement, without such consent, will be null and of no effect. For purposes of this Agreement, a change of control will be deemed to be an assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

12.2. Governing Law and Jurisdiction.

a) Governing Law Where Palo Alto Networks, Inc. is Contracting Party. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara, California, or the Northern District of California, as applicable. The Parties hereby irrevocably consent and submit to the personal jurisdiction of such court, waive any objection to venue in such court, and consent to the service of process by registered or certified mail, return receipt requested, at the last known address of such Party.

b) Governing Law Where Palo Alto Network (Netherlands) B.V. is Contracting Party. This Agreement will be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Amsterdam, Netherlands. The Parties hereby irrevocably consent and submit to the personal jurisdiction of such court, waive any objection to venue in such court, and consent to the service of process by

registered or certified mail, return receipt requested, at the last known address of such Party.

12.3. Compliance with Law. AAC Partner will have and maintain all permits and licenses required by any governmental unit or agency and will comply with all applicable laws and regulations in performing this Agreement. If this Agreement or any transaction or act contemplated herein is legally required to be approved, registered, notified or recorded with or by any government agency in the Territory, AAC Partner will assume all such obligations and will indemnify and hold harmless Palo Alto Networks from any liability or expenses (including reasonable attorneys' fees and costs) from any failure by AAC Partner to so comply.

12.4. Nonexclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

12.5. English Language. The original of this Agreement has been written in English, and that version will govern. AAC Partner waives any rights it may have under any applicable law to have this Agreement written in any other language. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party.

12.6. Notices. All notices, approvals, consents and other communications required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) three (3) business days after deposit with an internationally-recognized express courier, with written confirmation of receipt; or (iii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices, approvals, consents and other communications will be sent to the addresses set forth in this Agreement or to such other address as may be specified by either party to the other party in accordance with this Section.

12.7. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or acts of God.

12.8. Relationship of the Parties. The parties are independent contractors and this Agreement



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will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other party or to incur any obligations on its behalf, without the other party's prior consent.

12.9. Export Compliance and Foreign Reshipment

Liability. Each Party shall comply with all applicable laws and regulations in connection with its performance under the Agreement. Without limiting the generality of the foregoing, each Party agrees to comply with all export regulations ("Export Control"). Regardless of any disclosure made by AAC Partner to Palo Alto Networks of an ultimate destination of the Palo Alto Networks Products or Documentation (or portions thereof) supplied by Palo Alto Networks ("Palo Alto Networks Technology") and, notwithstanding anything contained in the Agreement to the contrary, AAC Partner will not:

- a) modify, export, or re-export, either directly or indirectly, any Palo Alto Networks Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control;
- b) provide Palo Alto Networks Technology to any prohibited party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List" or such other applicable lists; or
- c) export or re-export Palo Alto Networks Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control.

Palo Alto Networks shall have the right to suspend performance of any of its obligations under the Agreement, without prior notice and without any liability to AAC Partner if either fails to comply with this provision.

12.10. Compliance with Foreign Corrupt Practices Act. AAC Partner will have and maintain all permits and licenses required by any governmental unit or agency and will comply with all applicable laws and regulations in

performing this Agreement. If this Agreement or any transactions or act contemplated herein is legally required to be approved, registered, notified or recorded with or by any government agency in the Territory, AAC Partner will assume all such obligations and will indemnify and hold harmless Palo Alto Networks from any liability or expenses (including reasonable attorneys' fees and costs) from any failure by AAC Partner to so comply. Neither AAC Partner, its Affiliates, nor any officer, director, employee, subsidiary, affiliate, agent, representative or other person working on behalf of AAC Partner or its Affiliates, in connection with this Agreement, will violate any anti-corruption or anti-bribery laws, statutes and regulations of any country, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the UK Bribery Act 2010. AAC Partner and its Affiliates warrant that it will not engage in any bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. AAC Partner and its Affiliates warrant and covenant that it and its respective, officers, directors, employees, agents and representatives have not violated, and will strictly comply with, the anti-corruption or anti-bribery laws, statutes and regulations of any country including, but not limited to, the FCPA, which makes it unlawful to offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, inter alia to a Covered Recipient (defined herein) for a Prohibited Purpose (defined herein). For purposes hereof, "Covered Recipient" means a foreign official (including employees of government-owned or controlled entities), foreign political party (including any official thereof), official or employee of an international public organization, or candidate for foreign political office; and "Prohibited Purpose" means assisting a Party to obtain or retain business for or with, or to direct business to, any person, by: (a) influencing any act or decision of a Covered Recipient in such Covered Recipient's official capacity; (b) inducing a Covered Recipient to do or omit to do any act in violation of such Covered Recipient's lawful duty; (c) securing any improper advantage; or (d) inducing a Covered Recipient to use such Covered Recipient's influence with a foreign government (or instrumentality thereof) to

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affect or influence any act or decision of such government (or instrumentality thereof), including entities that are government-owned or controlled. AAC Partner and its Affiliates further agree that it will not create or submit any false, inaccurate, or misleading invoices or other business documents related to this Agreement. AAC Partner and its Affiliates will permit, upon request, Palo Alto Networks reasonable access to AAC Partner's or Affiliates' books and records and/or to conduct periodic or ad hoc audits, as Palo Alto Networks deems necessary related to compliance with laws, including but not limited to, anti-corruption and anti-bribery laws. Upon request, AAC Partner and its Affiliates agree to provide Palo Alto Networks with anti-corruption/anti-bribery/FCPA certifications.

- 12.11. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
- 12.12. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

12.13. Equitable Relief. AAC Partner acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or Confidential Information of Palo Alto Networks will cause Palo Alto Networks irreparable injury and significant injury for which there are inadequate remedies at law. Accordingly, Palo Alto Networks will be entitled to obtain immediate equitable relief to enjoin any such breach, in addition to all other rights and remedies that it may have under this Agreement, at law or otherwise.

12.14. Entire Agreement. This Agreement, including all exhibits hereto, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party.

12.15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the Effective Date.

("AAC Partner")

PALO ALTO NETWORKS

- Palo Alto Networks, Inc.
- Palo Alto Networks (Netherlands) B.V.

Check next to applicable Palo Alto Networks Entity
(to be completed by Palo Alto Networks) ("Palo Alto Networks")

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Firewall: Install, Configure & Manage (EDU-201)

An instructor-led, three-day course that will enable the student to install, configure, and manage the essential features of Palo Alto Networks' next-generation firewalls.

Firewall: Configure Extended Features (EDU-205)

An instructor led two-day course that is the next-level, follow-on course to Firewall: Install, Configure & Manage (EDU-201). This course expands on 201 topics while introducing several new features and functions.

CUSTOM COURSES

AAC partners can customize any Palo Alto Networks course to meet the requirements of their curriculum as specified in this agreement.

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EXHIBIT B

PALO ALTO NETWORKS ACADEMY LAB EQUIPMENT LIST

1. Lab Equipment:

- a. Palo Alto Networks offers the VM-100 lab bundle (virtual machine) at no cost to the AAC. This is subject to change.
- b. An AAC may also purchase hardware devices at a discount for sole use in the classroom by contacting academy@paloaltonetworks.com
- c. Alternatively, our labs are available on NDG Netlab+ to subscribers through NDG



EXHIBIT C
AUTHORIZED TRAINING CENTER LOCATIONS

Street Address	City, State or Province	Country	Telephone No.	Email address
Sai Leo Nagar Guddanahalli (Post)	Anekal, Bengaluru Karnataka	India	080-27830221 080-27840631	Principal @ Sairamce.edu.in
			M: 09900545101 M: 09900545102	

AAC Partner Principal Contact:

Name: DR. Y. VIJAYAKUMAR
Title: PRINCIPAL M: 9900545101

AAC Partner Secondary Contact:

Name: DR. B. SHADAKSHARAPPA
Title: PROFESSOR & HEAD (CSE)
VICE PRINCIPAL
M: 9448480620

Dr. Y. VIJAYA KUMAR

Principal

Sri Sairam College of Engineering
Sai Leo Nagar, Guddanahalli Post,
Anekal, Bengaluru - 562 106



Exhibit A
AUTHORIZED ACADEMY COURSES

Authorized Courses may be amended from time to time in the sole discretion of Palo Alto Networks.

Firewall: Install, Configure & Manage (EDU-201)

An instructor-led, three-day course that will enable the student to install, configure, and manage the essential features of Palo Alto Networks' next-generation firewalls.

Firewall: Configure Extended Features (EDU-205)

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AAC partners can customize any Palo Alto Networks course to meet the requirements of their curriculum as specified in this agreement.

