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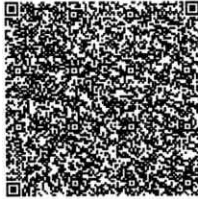
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Client Relationship Agreement

Between

IBM India Private Limited

And

Mangalayatan University

Client Relationship Agreement

Using this agreement, Client may order Programs, Cloud and other Services, Machines and Appliances (collectively IBM Products) and third party products and services (Non-IBM Products) available from IBM. Details regarding products, offerings or orders are provided in Attachments and Transaction Documents (TDs). This agreement and applicable Attachments and TDs are the complete agreement (Agreement) regarding transactions under this Agreement.

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A **Program** is an IBM-branded computer program and related material available for license from IBM subject to the payment of charges. Program details are described in an Attachment called License Information (LI). Programs do not include Machine Code or Project Materials. Programs are copyrighted and licensed (not sold). When IBM accepts an order for a Program, IBM grants Client a nonexclusive license to: a) use the Program only up to its authorizations and subject to its LI; b) make and install copies to support such authorized use; and c) make a backup copy. Programs may be used by Client, its authorized employees and contractors only within Client's Enterprise, and not to provide hosting or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Program. Additional rights may be available from IBM for additional fees or under different terms. IBM does not grant unrestricted rights to use the Program nor has Client paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified in the LI.

The license granted for a Program is subject to Client:

a. reproducing copyright notices and other markings;
b. ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;
c. not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
d. not using any of the elements of the Program or related licensed material separately from the Program.

The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Client complies with the applicable sub-capacity requirements.

Services - Cloud Services

A **Cloud Service** is an IBM branded offering hosted or managed by IBM and made available via a network. Each Cloud Service is described in a TD or an Attachment called a Service Description. When IBM accepts Client's order, IBM provides Client the entitlements specified in the TD. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Service level commitments, if applicable, are specified in an Attachment or TD.

Client may access and use a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any party who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used for unlawful, obscene, offensive or fraudulent content or activity, in any jurisdiction for any user, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Unless expressly provided in a TD, Client is not authorized to use a Cloud Service to provide hosting or timesharing services to any third party.

Each Cloud Service is designed to protect the proprietary content that Client inputs into the Cloud Service and to provide for access and use only as part of the Cloud Service. Except as otherwise specified in a TD, IBM will only provide access and use of Client's proprietary content to IBM employees and contractors as needed to deliver the Cloud Service. IBM will not disclose Client's proprietary content and will return or destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering content in a specific format).

The description for each Cloud Service includes the security functions and features applicable to the Cloud Service. IBM will provide Client notice of any unauthorized third party access to Client's content of which IBM becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client's content is lost or damaged, IBM will assist Client in restoring it to the Cloud Service from Client's last available backup copy in compatible format.

The term, including any renewal term, for a Cloud Service is described in an Attachment or TD. IBM may withdraw a Cloud Service on 12 months' notice, unless otherwise stated in an Attachment or TD. IBM will either continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM Service. IBM may suspend, revoke or limit Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, or violation of law. Charges will continue to accrue for the Cloud Service during any suspension. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service.

Any changes to the Service Description by IBM will be effective upon the next agreed renewal or extension. IBM may modify the computing environment used to provide a Cloud Service, without degrading its functionality or security features.

Services – Other Services

IBM provides consulting, installation, customization and configuration, maintenance, and other services as detailed in an Attachment or TD. Client will own the copyright in works of authorship that IBM develops for Client under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a

separate license agreement (Existing Licensed Works). A Program is an example of an Existing Licensed Work and is subject to the Program terms. IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

Either party may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. IBM will provide at least 90 days' notice prior to withdrawal of Service. Client will pay charges for Services provided through the effective date of termination. If Client terminates without cause or IBM terminates for breach, Client will meet all minimum commitments and pay termination or adjustment charges specified in the SOW or TD and any additional costs IBM reasonably incurs because of early termination, such as costs relating to subcontracts or relocation. IBM will take reasonable steps to mitigate any such additional costs.

Machines and Appliances

A **Machine** is an IBM-branded device including its features, upgrades, and accessories. An **Appliance** is a Program and Machine combination designed for a particular function. Unless otherwise provided, terms that apply to a Program apply to the Program component of an Appliance and terms that apply to a Machine apply to the Machine component of an Appliance. Client may not use or transfer an Appliance's Program component independently of the Appliance.

When IBM accepts Client's order, IBM transfers title to Machines and non-IBM machines to Client or Client's lessor upon payment of all amounts due, except in the United States where title transfers upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure. If IBM is responsible for installation, Client will allow installation within 30 calendar days of shipment or additional charges may apply. Client must follow instructions provided to install Client set up Machines.

Machines and parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. A Machine may include parts that are not new and in some instances Machines may have been previously installed. Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

Machine Code and Built in Capacity

Machines may include **Machine Code (MC)** and **Built in Capacity (BIC)**. MC is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality. MC is copyrighted and licensed (not sold). IBM only provides copies, fixes or replacements for MC for Machines under warranty or IBM maintenance, or under a separate written agreement which

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Warranties and Post Warranty Support

IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program (not the Program component of an Appliance) is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Client elects to discontinue S&S, annual S&S automatically renews at then-current charges until S&S for a version or release is withdrawn. If Client elects to continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

IBM warrants that it provides Cloud and other Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends.

IBM warrants that Machines used in their specified operating environment conform to their official published specifications. For a Machine or Appliance, the warranty period is specified in the Attachment or TD. During its warranty period, IBM will repair or exchange the Machine without charge, as specified in the Attachment. Client may purchase warranty service upgrades and post warranty support where available. For Appliances, post warranty support includes maintenance and S&S.

If a Machine or Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Client may return it to IBM for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use it terminates.

IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM Products are sold under this Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

Charges, Taxes, Payment and Verification

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under this Agreement, and any late payment fees. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents; and v) file accurate Taxes Deducted at Source (TDS) returns on a timely basis. If any tax, duty, levy or fee ("Taxes") are not charged on the basis of the exemption documentation provided by the Client and the taxation authority subsequently rules that such Taxes should have been charged, then the Client will be liable to pay such Taxes, including any interests, levies and/or penalties applicable thereon.

IBM may change recurring charges, labor rates and minimum commitments on three months' notice. A change applies on the invoice date or the first day of the charging period on or after the effective date IBM specifies in the notice. IBM may change one-time charges without notice. However, a change to a one-time charge does not apply to an order if i) IBM receives the order before the announcement date of the increase and ii) within three months after IBM's receipt of the order, the product is shipped or made available to Client.

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including MC and Program licenses and metrics, such as sub-capacity usage, and ii) promptly order any required entitlements, pay additional charges at IBM's then current rates (including uses in excess of Client's authorizations or entitlements, and associated S&S or maintenance), and other liabilities determined as a result of such verification. These compliance verification obligations remain in effect during the term of the Agreement and for two years thereafter.

Liability and Indemnity

IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM Product acquired under this Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based, in whole or part, on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.

Termination

Either party may terminate this Agreement: a) without cause on at least one month's notice to the other after expiration or termination of its obligations under this Agreement; or b) immediately for cause if the other is in material breach of this Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. IBM may terminate Client's license to use a Program or MC if Client fails to comply with this Agreement. Client will promptly destroy all copies of the Program or MC after either party has terminated the license.

Governing Laws and Geographic Scope

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM Products.

Both parties agree to the application of the laws of the country where the transaction is performed (or for Cloud Services, the laws of the country of Client's business address) to this Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if

IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Bangalore, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred.

General

Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.

Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for, the product, offering or service. Since this Agreement may apply to many future orders, IBM reserves the right to modify it by providing Client at least three months' written notice. However, changes are not retroactive; they apply, as of the effective date, only to new orders and renewals. For transactions with a defined renewable contract period, Client may request that IBM defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the agreement must be in writing signed by both parties. If there is a conflict, an Attachment or TD prevails over the terms of this agreement.

IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation. IBM Business Partners are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.

Client is responsible for obtaining all necessary permissions to use, provide, store and process content in Cloud, other Services, maintenance, or Program support, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

IBM and its affiliates, and their subcontractors, may process and store business contact information of Client personnel in connection with the performance of this Agreement wherever they do business. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes the product or service is not restricted.

All notices under this Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to this Agreement more than three years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

The Agreement applies to IBM and Client (the signatories below) and their respective Enterprise companies who avail themselves of the Agreement. The signatories shall coordinate the activities of Enterprise companies under this Agreement. Enterprise companies include (i) companies within the same country that Client or IBM control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under common control as Client or IBM and has signed a participation Attachment.

Z126-6548-IN-02 05/2015

Agreed to:
Client Company Name:

By_____
            Authorized signature
Title:

Name (type or print):

Date:

Client number:

Enterprise number:

Client address:

Agreed to:
IBM India Private Limited

By_____
            Authorized signature
Title: Program Director - IBM ICE

Name (type or print): Vithal Madyalkar

Date: 18th Aug, 21

Agreement number:

IBM address:

IBM

Agreement for Courses and Education Materials

Part 1- General Terms

This Agreement for Courses and Education Materials applies to 1) enrollment and attendance at a class room Course offered by IBM India Private Limited ("IBM"), 2) ordering and use of a self study Course provided via media such as CD-ROM and online, 3) the provision and use of an Education Material as part of a Course or independently, and 4) the provision of other education or training services by IBM; collectively the Services. Occasionally, offerings have additional or different terms (Other Terms). If so, IBM will provide those Other Terms to you. For example, conference terms and conditions are outlined in the conference brochure available for each event.

This Agreement for Courses and Education Materials, Other Terms (if any), any applicable license agreement and an enrolment confirmation letter are the complete agreement between us regarding the Services that IBM provides (the Agreement) and replace any prior oral or written communications between us.

You accept this Agreement for Courses and Education Materials by ordering or receiving a Service, including ordering a Course and or Education Material, attending a class, or using any IBM provided Education Material including accessing a Course online.

Course means an education service available from IBM. A course may be provided by instructors presenting Education Material in a class room (a class) and or by self study of Education Material on a CD-ROM, online via a website or via any other media.

Education Materials are literary works or other works of authorship including documentation, manuals, machine-readable instructions, components, data, audio-visual content (such as images, text, recordings, or pictures), and related licensed materials. Education Material is owned by International Business Machines Corporation or one of its subsidiaries or an IBM supplier, and is copyrighted and licensed, not sold. All whole or partial copies of Education Material shall be subject to the same terms as the original copy.

1.0 Courses and Education Material

Generally available (public) Courses and Education Materials are listed in various IBM Catalogs of Education (Catalog) which IBM publishes from time to time or makes available on IBM Education Services websites. IBM may add or withdraw Courses and Education Materials at any time without notice.

A private or one company Course is a Course provided by IBM to a single customer. For private Courses, IBM will agree with you in writing the dates, premises, and the number of students. It is your responsibility to secure at all times the storage of all IBM hardware and software whilst on your premises.

2.0 Scheduling of Classes

IBM specifies the dates of public classes. Private classes will be scheduled by mutual agreement. IBM may cancel or defer any scheduled class upon 3 days' notice. If IBM cancels a class for which you have prepaid, IBM will refund the price you paid to IBM. If you acquired the class via an IBM Business Partner then the Business Partner will refund the price you paid to it. IBM will not be responsible for any loss incurred by you, e.g. travel expenses, as a result of IBM's cancellation or deferral of a class.

3.0 Prerequisites and Assessments

IBM provides Course descriptions, which include course objectives and student prerequisites. It is the responsibility of the student who attends the IBM Course to ensure that he/she meets the stated prerequisites. IBM provides no written assessment of student performance on a Course and assumes no responsibility for any student performance after Course attendance.

4.0 Proof of Entitlement

An enrolment confirmation letter received from IBM is evidence of your Proof of Entitlement to a Course, your authorization to use IBM provided Education Material and of your eligibility for warranty services on Education Materials. For online Courses, the enrolment confirmation letter specifies any necessary user-ids and passwords and defines applicable period during which you are authorized to access the Course (period of activation).

5.0   Prices, Taxes and Payment

The IBM prices listed in the Catalog are subject to change. Any price increase will be announced at least three (3) months before its effective date.

Prices for self study courses will be those in effect on the date IBM receives your order. Prices include delivery and licensing of the Education Material. You are responsible for all costs related to accessing the Education Material either on your own machines or via connections to IBM's websites.

Prices for public classes will be those in effect on the date the class begins. Prices include the use of required Education Materials and machines at an IBM arranged location.

Prices for private classes will be established based on your requirements. Additional charges may apply, such as instructor travel, accommodation and living expenses, facilities, and remote laboratory support.

Prices do not include taxes nor student travel, accommodation and living expenses.

Payment

If you acquired the Service directly from IBM then amounts are due upon receipt of an IBM invoice and payable as IBM specifies in an enrolment confirmation letter or in the invoice. You agree to pay accordingly, including any late payment fee. IBM reserves the right to require payment in advance of a Course or any other Service.

If you acquired the Service from an IBM Business Partner then amounts due will be payable to, and in accordance with the agreement with, your IBM Business Partner.

If any authority imposes a duty, tax, levy, or fee, excluding those based on IBM's net income, upon any transaction under this Agreement then you agree to pay that amount as specified in an invoice or supply exemption documentation.

Taxes

Rates, charges or fees specified in this Agreement are exclusive of all taxes. If any authority imposes upon any transaction under this Agreement, a duty, tax, levy or fee, excluding those based on IBM's net income, then You agree to pay that amount as specified in an invoice. IBM shall pay all collected taxes to the appropriate taxing authority. If You supply the exemption documentation, acceptable to the taxing authorities, then IBM shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM should have charged such duties, taxes, levies or fees, You shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

You are responsible for any personal property taxes for each product from the date IBM ships it to You. Additional taxes and tax related charges may apply if IBM personnel are required to perform services outside their normal tax jurisdiction. As practical, IBM will work to mitigate such additional tax and tax related charges and will inform You in advance if these additional charges apply and are payable by You.

You shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, You shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

Furthermore, in the event of credit not being provided to IBM in respect of such TDS on account of You not mentioning the correct PAN of IBM, You shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM and in the eventuality of credit not being provided to IBM in respect of such TDS on account of default/ non-compliance by You, You shall compensate IBM to the extent to which credit is not provided to IBM.

6.0   Cancellation by You

You cannot cancel self study Courses once IBM has sent you confirmation of enrolment.

You may cancel or postpone a private class or your enrolment in a public class not less than 10 full working days prior to the scheduled start date of the class by notifying IBM in writing or by e-mail. If you fail to cancel or postpone

prior to this notification period, or the student fails to attend or withdraws from the Course, you will be responsible for the full price of the class and any associated additional costs incurred by IBM.

You may send a substitute from the same company for a student who has a confirmed enrolment on a class provided they meet the prerequisites for the Course.

IBM may charge actual costs incurred, including travel and living expenses, if you cancel a private class less than four weeks before its scheduled start date.

7.0   License

IBM grants the student a nonexclusive non-transferable license to use the provided Education Material.

The student may make one printed copy of the Education Material for his own use to support the level of use authorized, providing the copyright notice and any other legends of ownership are reproduced on each copy of the Education Material.

The student, and you, may not 1) use, copy, modify, create derivative works or distribute the Education Material except as provided herein; 2) reverse assemble, reverse compile, or otherwise translate the Education Material except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Education Material.

License agreements provided with Education Material, or separately notified by IBM, will take precedence over the license terms in this section 7.0. [additional paragraphs to be included]

8.0   Warranty

IBM warrants that it performs Service using reasonable care and skill.

If IBM Education Material does not function as warranted during its warranty period and IBM is unable to either 1) make it do so, or 2) replace it with one that is at least functionally equivalent, then you may return it to IBM and your money will be refunded by the party who you paid. The warranty period for Education Material expires upon completion of the Course or upon expiry of the period of activation or 30 days after receipt of the Education Material if no period of activation is defined.

The warranties stated above will not apply to the extent that there has been misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER EXPRESS WARRANTIES OR CONDITIONS EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION. IBM DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not warrant uninterrupted or error-free operation of Services, Courses or Education Material or that IBM will correct all defects.

Unless IBM specifies otherwise, and to the maximum extent permissible under applicable law, IBM provides non-IBM Education Materials and and non-IBM Services **WITHOUT WARRANTIES OF ANY KIND**.

You are responsible for the results obtained from the use of any Service, Course or Education Material.

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If a third party claims that the Service, Course or Education Material IBM provides to you infringe that party's patent or copyright, IBM will defend you against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by IBM, provided that you;

1. promptly notify IBM in writing of the claim; and
2. allow IBM to control, and cooperate with IBM in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit IBM to enable you to continue to use the Education Materials, or to modify or replace them. If IBM determines that none of these alternatives is reasonably available, you agree to return the Education Materials to IBM on IBM's written request. IBM will then give you an appropriate credit for the returned materials.

This is IBM's entire obligation to you regarding any claim of infringement.

IBM has no obligation regarding any claim based on your modification of Education Materials.

10.0   Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except as expressly required by law without the possibility of contractual waiver or limitation, IBM is liable for no more than:

a. payments referred to in the Patents and Copyrights section above;

b. liability for bodily injury (including death) and damage to real property and tangible personal property limited to that caused by IBM's negligence ; and

c. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to, the subject of this Agreement, the charge paid by you for the individual Course or Education Material that is the subject of the claim.

This limit also applies to any of IBM's subcontractors, suppliers, resellers and program developers. It is the maximum for which IBM and its subcontractors, suppliers, resellers and program developers are collectively responsible.

Items for Which We are Not Liable

Except as expressly required by law without the possibility of contractual waiver or limitation, under no circumstances is IBM, its subcontractors, suppliers, resellers or program developers liable for any of the following even if informed of their possibility:

a. loss of, or damage to, data;

b. special, incidental, or indirect damages or for any economic consequential damages; or

c. lost profits, business, revenue, goodwill, or anticipated savings.

11.0   Changes to this Agreement

IBM may modify these terms on written notice. The modified terms will apply to your enrollment or order unless you cancel such enrollment or order prior to the effective date of the modified terms. Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or communication from you are void.

12.0   IBM Business Partners

IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain products and services. When you order IBM Services (marketed to you by IBM Business Partners) under this Agreement, IBM confirms that it is responsible for providing the Services to you under the warranties and other terms of this Agreement. IBM is not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

13.0   Compliance with Laws

IBM will comply with laws applicable to IBM generally as a provider of information technology Products and Services. IBM is not responsible for determining the requirements of laws applicable to your business, including those relating to Products and Services that you acquire under this Agreement, or that IBM's provision of or your receipt of particular Products or Services under this Agreement meets the requirements of such laws. Notwithstanding anything in this Agreement to the contrary, neither party is obligated to take any action that would violate law applicable to that party.

Each party will comply with all applicable export and import laws, regulations and associated embargo and sanction regulations, including prohibitions on export for certain end uses or to certain end users.

14.0   Governing Law

Both you and IBM consent to the application of the laws of India to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

15.0   Jurisdiction

All of your rights and all IBM's obligations are valid only in India.

16.0   Dispute Resolution

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than three years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

17.0   General

a.   You agree not to copy IBM copyrighted material without IBM's prior written consent.

b.   You agree not to use recording equipment in IBM classes without IBM's prior written consent.

c.   You agree not to use IBM trademarks, trade names, or other designations in any promotion or publication without IBM's prior written consent.

d.   The exchange of any confidential information will be made under a separate, signed confidentiality agreement. However, to the extent confidential information is exchanged in connection with any Product or Service under this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.

e.   You agree not to assign, or otherwise transfer your rights under this Agreement without IBM's prior written consent. Any attempt to do so is void. IBM is permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

f.   Neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

g.   If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either of us may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

h.   You agree that this Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against you except as described in the Patents and Copyrights section above or as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.

i.   Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

j.   Services, Courses and Education Material will be delivered in India.

k.   You agree to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business

relationship, and may be provided to contractors acting on IBM's behalf, Business Partners who promote, market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship.

By signing below for our respective Enterprises, both of us agree to the terms of this Agreement without modification. Once signed, 1) any reproduction of this Agreement, Other Terms (if any), any applicable license agreement and an enrolment confirmation letter made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Education Materials and Courses ordered under this Agreement are subject to it.

You accept this Agreement for Courses and Education Materials by signing it, ordering or receiving a Service, including ordering a Course and or Education Material, attending a class, or using any IBM provided Education Material including accessing a Course online.

Agreed to:	Agreed to:
Customer Company name:	**IBM India Private Limited**
By_____	By_____
Authorized signature	Authorized signature
Name (type or print):	Name (type or print): Vithal Madgulkar Prog. Director IBM India
Date: 18/8/21	Date: 18th Aug, 21
Customer Identification number:	Agreement number:
Customer address:	IBM address: No. 12, Subramanya Arcade, Bannerghatta Main Road, Bangalore 560029

After signing, please return a copy of this Agreement to the "IBM address" shown above.

Statement of Work for Services

This Statement of Work for Services ("SOW") is between Mangalayatan University, Ranchi (also called "you" and "your") and the IBM India Pvt. Ltd. legal entity ("IBM") identified in the signature block of the associated Contract between the Business Partner (Datagami Technology Services Pvt. Ltd.) and IBM.

This SOW will be governed by the terms and conditions of the document identified in the signature block of the associated Contract between the Business Partner (Datagami Technology Services Pvt. Ltd.) and IBM (called "Agreement").

IBM ICE Delivery

1.   Scope of Work

IBM will provide you with the IBM ICE Program Delivery services, described in the section of this SOW entitled "ICE Delivery" for the following Programs:

i.   IBM ICE Graduate Programs

ii.   IBM ICE Diploma Programs

iii.   IBM ICE Advanced Certificate Programs

The location(s) at which the Delivery Services will be provided, any applicable Services selected, and other pertinent details relating to the Delivery are contained in the Contract between the Business Partner and IBM.

Assistance with third party applications, not identified in this SOW, is out of scope.

No Machines or Programs are acquired under this SOW.

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement, this SOW will govern. Capitalized terms not defined in this SOW are defined in the Agreement.

2.   ICE Delivery

2.1   Project Management Services

2.1.1   IBM Project Management Responsibilities

The purpose of this activity is to provide an IBM Project Manager who will establish a framework for communications, reporting, procedural and contractual activities for the ICE Delivery.

The IBM Project Manager will:

a.   review the SOW, and any associated documents, with your Point of Contact;

b.   coordinate and manage the delivery activities of IBM's personnel;

c.   establish and maintain communications through your Point of Contact, as defined in the section entitled "Your Point of Contact Responsibilities" below;

d.   review and administer a Project Change Control Procedure with your Point of Contact, as defined in the Contract between the Business Partner and IBM;

e.   prepare and maintain the project plan which lists the activities, tasks, assignments, milestones and estimates for performance of this SOW;

f.   measure, track and evaluate progress against the project plan; and

g.   have regular meetings with Your Point of Contact, the Business Partner and IBM to review project status and progress.

Completion Criteria:

This is an ongoing activity that will be complete when the tasks described as IBM Responsibilities have been completed, according to their completion criteria, or when IBM has met the criteria defined in the Completion Criteria section of this SOW.

2.1.2 Mangalayatan University Responsibilities

Prior to the start of the ICE Delivery, you will designate a person ("Point of Contact"), to whom all communications relative to the Delivery will be addressed and who will have the authority to act on your behalf in all matters regarding this SOW. Your Point of Contact will:

a. complete and return any questionnaires or checklists withinfive days of your receipt from IBM, if applicable;

b. serve as the interface between IBM's project team and all of your departments participating in the Services;

c. attend status meetings;

d. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the Services, within two business days of IBM's request;

e. help resolve Delivery issues, and escalate issues within your organization, as necessary; and

f. administer the Project Change Control Procedure with the IBM Project Manager.

2.2 On Campus facilitation

IBM's performance is dependent upon your management and fulfillment of your responsibilities under this SOW and the Agreement, at no charge to IBM. Any delay in performance of your responsibilities will be handled in accordance with the Project Change Control Procedure.

You will:

a. make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;

b. provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at the location specified in the Contract between the Business Partner and IBM;

c. provide all information and materials reasonably required to enable IBM to provide the Services. You agree that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by you;

d. if making available to IBM any facilities, software, hardware or other resources in connection with IBM's performance of Services, obtain any licenses or approvals related to these resources that may be necessary for IBM and its subcontractors to perform the Services and develop Materials. IBM will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse IBM for any reasonable costs and other amounts, including costs of litigation and settlements, that IBM may incur from your failure to obtain these licenses or approvals;

e. be responsible for the courseware content and the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of the courseware and data used in the Delivery from access by unauthorized personnel;

f. be responsible for the identification of interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, and import laws and regulations. It is your responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes.

g. ensure that current maintenance, license, and other appropriate agreements are in place with third parties to enable IBM to perform the Delivery under this SOW, where you are using or providing IBM with third party information, support or materials for a project including but not limited to, where you are employing other suppliers whose work may affect IBM's ability to provide the Delivery of the ICE Program. Unless specifically agreed to otherwise in writing, you will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, you are solely responsible for any third party hardware, software or communications equipment used in connection with the Delivery;

h.   unless otherwise expressly stated in this SOW, be responsible for ensuring its own compliance with all laws and regulations, including but not limited to, those pertaining to product safety and regulatory compliance for non-IBM products including those recommended by IBM. You are solely responsible for obtaining advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect your business and any actions you may need to take to comply with such laws. IBM makes no representations or warranties with respect to product safety or regulatory compliance of non-IBM products;

i.   allow IBM to cite your company name and the general nature of the ICE Delivery Services IBM performed for you to IBM's other Universities and other prospective Universities;

j.   consent and will obtain any necessary consents for IBM and its subcontractors to process the business contact information of Client, its employees and contractors worldwide for our business relationship. IBM will comply with requests to access, update, or delete such contact information; and

k.   agree to obtain all necessary permissions for IBM to use, provide, store and process data to which Client gives IBM access to perform the Services. Client is responsible for the security and privacy of such data. Client will not give IBM access to data subject to governmental regulation or requiring security measures beyond those specified in this SOW unless IBM has first agreed in writing to implement additional required security measures.

2.3   Mutual Responsibilities

Each of us will comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export for certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance.

Each of us will provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

2.4   Services to be Provided

2.4.1   IBM ICE Delivery Responsibilities

a) Curriculum consultancy and Courseware

- Collaborative work on curriculum design for the Programs being launched jointly.

- IBM Courseware for each of the specialization courses under the Programs will be kept reasonably updated by constant curriculum inputs from leading industry mentors and from IBM's Lab experts.

- The Specialization courseware for Students enrolled under the Programs at Mangalayatan University will be made available in electronic/printed form, at least 1 week prior to the intended delivery.

- Will nominate a Program Manager for coordination between IBM and Mangalayatan University.

- Award a Certificate of Completion to the Faculty who have successfully completed the T3 training and assessment in the ICE specialization course based on the criteria for the same from IBM.

- Award IBM Digital Badge to all students who complete the IBM ICE Program successfully as per the criteria of Badge issuance.

Provide the University with the IBM Branding Agreement which allows the University to use IBM ICE program Brand for their Marketing campaigns and other campus events.

2.4.2   Mangalayatan University Responsibilities

Agrees to:

Designate a person ("Point of Contact"), to whom communications relative to this SOW will be addressed and who will have the authority to act on your behalf in all matters regarding this agreement.

Mangalayatan University will:

a . *Assist in the curriculum management*

- Nominate Curriculum Program Managers for each Program being run under this Agreement.

- Guide IBM Program team on curriculum inclusion and content development.

- Approve the jointly developed Curricula and courseware.

- Publish new Curricula for each batch as part of Your Programs.

b . *Manage the administration of the Program*

- Nominate a Point of Contact (SPOC) for coordination with IBM.

- Nominate faculty from Mangalayatan University for the courses under this Agreement, and make them available for the centralized T3 workshops conducted by IBM or its partner.

- Conduct Program promotion through a structured Program campaign.

- Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.

- Share the student data, for all students enrolled under this Program in the designated format, with IBM.

c . *Execute the Course delivery*

- Run and manage the delivery of classes and labs by competent faculty from Mangalayatan University.

- Provide detailed session plans for the Programs to be provided to IBM.

- Provide access to required infrastructure for running the Programs as per IBM's specifications.

- Mangalayatan University to own the issuance of the degree to the participating students.

- Manage quality of teaching at a high level of academic standards. The faculty will need to pass IBM's qualifying tests from time to time.

d . *Miscellaneous responsibilities*

- Provide adequate computing infrastructure to the enrolled students for their Lab work.

- Provide adequate bandwidth to the students enrolled in the joint Programs, such that there is no response time constraints faced by them in using the cloud based platform.

- Manage suitable usage of the cloud based platform by students. Mangalayatan University shall provide usage reporting of the cloud based platform at regular intervals.

- Manage excellent Placement record for students enrolled in the joint Programs.

- Mangalayatan University has the responsibility to give the details of the students every semester.

- Mangalayatan University will also be responsible for the communication to IBM of the successful completion of the graduation by any/all of the respective students, relying on which IBM will issue the completion certificate for the Program. Any discrepancies on this will be the responsibility of Mangalayatan University.

- IBM's discharge of its responsibilities under this Agreement is dependent on Mangalayatan University fulfilling all of their responsibilities and that Mangalayatan University will own the students' responsibilities if they fail to comply with any of their responsibilities.

<u>Mangalayatan University</u> *General Responsibilities*

Mangalayatan University will:

a. make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;

b. provide a suitable Seminar / Webinar (for Industry Guest lectures) room for the number of students equipped with proper acoustics and Audio/Video equipment's, such as Speakers, multiple Microphones for student Q&A sessions, Projector, Internet Connectivity with adequate bandwidth, Landline Telephone connection in the Seminar/Webinar room, etc.

c. provide IBM with the address and room details of the training location;

d. provide a suitable training room for the number of students, including an adequate number of power sockets, an overhead projector and whiteboard and/or flipchart and connectivity to necessary systems and environments;

e. provide the required equipment and installation (including hardware and software) to run the Course(s) detailed in Scope of Work for the duration of the Course(s);

f. if required, provide IBM personnel with access at Mangalayatan University premises to set up the equipment for each course running in the university/institute campus on a day prior to the start of each course (this may include access outside of normal business hours);

g. if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at Mangalayatan University campus;

h. be responsible for the secure storage of all IBM-owned hardware and software while at Mangalayatan University premises;

i. allow IBM to cite Mangalayatan University name and the general nature of the Services IBM performed for Mangalayatan University to IBM's other clients/partners and prospective clients/partners as an indication of IBM's experience, unless both Mangalayatan University and IBM specifically agree otherwise in writing;

j. agree that IBM and its subcontractors/partners may process the business contact information of Mangalayatan University its employees and contractors worldwide for our business relationship, and Mangalayatan University has obtained the necessary consents. IBM will comply with requests to access, update, or delete such contact information;

k. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Mangalayatan University also agrees that with respect to data that is transferred or hosted, Mangalayatan University is responsible for ensuring that all such data adheres to the laws and regulations governing such data;

l. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. Mangalayatan University is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations;

m. be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and

n. acknowledge that any responsibilities not specifically stated in this SOW as IBM responsibilities are deemed out of scope.

3. Other Terms and Conditions

Both parties agree to the following:

a. Services under this SOW do not provide any application, system performance, availability or any other quality of service guarantees, implied or otherwise. Actual quality of service and performance results are dependent upon your environment, workload, and infrastructure.

b. IBM may use open source software in connection with the software application Services provided under this SOW. Open source software is licensed and distributed to you by the open source software distributors and/or respective copyright and other rights holders ("Right Holders") under the Right Holders' terms and conditions. IBM is neither a party to the Right Holders' license nor a distributor of the open source software and is performing the Services on your behalf and based upon your specifications. IBM does not provide any express or implied patent license or other license to open source. IBM uses open source software "AS IS" and makes no representations or warranties, either express or implied, with respect to open source software or any software or Material provided to you under this SOW that links to or interacts with such open source software. IBM will not indemnify you against any claim that open source software infringes a third party's

Intellectual property right nor will IBM be liable for any damages arising out of your use or distribution of open source software. Both of us agree that modification or creation of derivative works of open source software is outside the scope of this SOW. You will be notified if any open source software is used.

c.   No warranty or support is included as a part of this SOW. Any additional assistance beyond the scope of this SOW will require a separate SOW or a Project Change Request ("PCR").

d.   IBM may engage subcontractors to provide or assist in providing Services, in which case IBM remains responsible for the fulfillment of its obligations under this SOW and for the performance of the Services.

e.   IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the DPA Exhibit for IBM Systems Unit Services and Offerings at https://www.ibm.com/technologyconnect/gdpr/index.xhtml?aliasId=Gdpr apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services, if and to the extent the i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii)other data protection laws identified at http://ibm.com/dpa/dpl apply.

4.   Deliverables

The following Materials will be delivered under this SOW.

ICE Program deliverable summary:

Delivery component	Delivery details
Curriculum workshop	Once at the beginning of the engagement. Any further requirement for curriculum workshop/updates will be executed over the phone.
Certificate of completion (for Students)	One consolidated completion certificate or IBM Digital badge in relation to the completion of Program shall be provided, on being informed by the University, about the successful completion of the Program by the student(s) who had enrolled into the IBM specialization program. The University/Institution represent and warrant that, they will provide accurate details on the number and details of the students who have completed the program, based on which IBM will issue the relevant certificates or badges of completion to those students.
Certificate of completion (for Faculty)	One completion certificate for participation and completion of each Teach the Teacher (T3) program attended, shall be provided, on being informed by the University/Institute and upon confirmation from the Subject Matter Expert who delivered the T3 program.
Courseware content	For Portal and printing courseware text books
IBM Branding	Approval for the End User to use IBM Branding for their Marketing campaigns and other campus events

Reference: This SOW will be governed by the terms and conditions of the document identified in the signature block of the associated Contract between the Business Partner and IBM (called "Agreement"). This is covered or enlisted as in Annexure 1.

5.   Completion Criteria

IBM will have fulfilled its obligations for the Services described in this SOW when any one of the following first occurs:

a.   IBM completes the IBM responsibilities described in this SOW, including provision of the deliverable Materials; and

b.   the Services are terminated in accordance with the provisions of the Agreement identified in the Contract between the Business Partner and IBM.

6. Estimated Contract between the Business Partner and IBM

The Services will be performed consistent with the estimated contract between the Business Partner and IBM specified in the Contract between the Business Partner and IBM. Both parties agree to make reasonable efforts to carry out our respective responsibilities in order to achieve the estimated contract between the Business Partner and IBM.

If the Contract between the Business Partner and IBM signature date is beyond the Estimated Start Date, the Estimated Start Date will automatically be extended to the first business day following the date of the last signature on the Contract between the Business Partner and IBM. The Estimated End Date will automatically be extended by the same number of days.

7. Arbitration

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement/Agreement for Courses and Education Materials or the subject matter thereof will be referred to a sole arbitrator to be appointed by a mutual agreement between the Parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each Party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996. The seat of arbitration will be Bengaluru and the cost of arbitration will be shared by the Parties.

Annexure

List of Available Programs

1. List of Offerings under the IBM ICE Integrated Graduate Program
Specialization in Cloud Computing & Virtualization
Specialization in Open Computing
Specialization in Mobile Application Development
Specialization in Telecom Informatics
Specialization in Healthcare Informatics
Specialization in E-Commerce, Retail & Automation
Specialization in Banking, Financial Services and Insurance
Specialization in Cyber Security & Forensics
Specialization in Graphics & Gaming
Specialization in Manufacturing Systems
Specialization in IT Infrastructure
Specialization in Internet of Things and Smarter Cities
Specialization in Mainframe Technology
Specialization in Data Science
Specialization in Oil & Gas Informatics
Specialization in Artificial Intelligence and Machine Learning

2. List of Offerings under the IBM ICE Diploma Program
Specialization in Cloud Computing & Virtualization
Specialization in Open Computing
Specialization in Mobile Application Development
Specialization in Telecom Informatics
Specialization in Healthcare Informatics
Specialization in E-Commerce, Retail & Automation
Specialization in Banking, Financial Services and Insurance
Specialization in Cyber Security & Forensics
Specialization in Graphics & Gaming
Specialization in Manufacturing Systems
Specialization in IT Infrastructure
Specialization in Internet of Things and Smarter Cities
Specialization in Mainframe Technology
Specialization in Data Science
Specialization in Oil & Gas Informatics
Specialization in Artificial Intelligence and Machine Learning
Specialization in Business Analytics

3. List of Offerings under the IBM ICE Advanced Certificate Program
Specialization in Cloud Computing & Virtualization
Specialization in Open Computing
Specialization in Mobile Application Development
Specialization in Telecom Informatics
Specialization in Healthcare Informatics
Specialization in E-Commerce, Retail & Automation
Specialization in Banking, Financial Services and Insurance
Specialization in Cyber Security & Forensics
Specialization in Graphics & Gaming
Specialization in Manufacturing Systems
Specialization in IT Infrastructure
Specialization in Internet of Things and Smarter Cities
Specialization in Mainframe Technology
Specialization in Data Analytics
Specialization in Oil & Gas Informatics
Specialization in Artificial Intelligence and Machine Learning

INDIA NON JUDICIAL

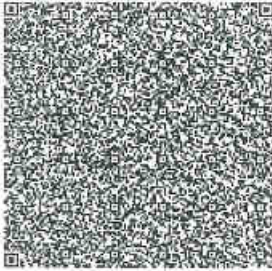# Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA476889957640100O
Certificate Issued Date	:	05-Dec-2016 01:39 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ KORAMANGALA1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL08449840608771700
Purchased by	:	IBM INDIA PRIVATE LTD
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0
		(Zero)
First Party	:	IBM INDIA PRIVATE LTD
Second Party	:	MANGALAYATAN UNIVERSITY
Stamp Duty Paid By	:	IBM INDIA PRIVATE LTD
Stamp Duty Amount(Rs.)	:	300
		(Three Hundred only)

..............................Please write or type below this line..............................

Part 1- General Terms

This Agreement for Courses and Education Materials applies to 1) enrollment and attendance at a class room Course offered by IBM India Private Limited ("IBM"), 2) ordering and use of a self study Course provided via media such as CD-ROM and online, 3) the provision and use of an Education Material as part of a Course or independently, and 4) the provision of other education or training services by IBM; collectively the Services. Occasionally, offerings have additional or different terms (Other Terms). If so, IBM will provide those Other Terms to you. For example, conference terms and conditions are outlined in the conference brochure available for each event.

This Agreement for Courses and Education Materials, Other Terms (if any), any applicable license agreement and an enrolment confirmation letter are the complete agreement between us regarding the Services that IBM provides (the Agreement) and replace any prior oral or written communications between us.

You accept this Agreement for Courses and Education Materials by ordering or receiving a Service, including ordering a Course and or Education Material, attending a class, or using any IBM provided Education Material including accessing a Course online.

Course means an education service available from IBM. A course may be provided by instructors presenting Education Material in a class room (a class) and or by self study of Education Material on a CD-ROM, online via a website or via any other media.

Education Materials are literary works or other works of authorship including documentation, manuals, machine-readable instructions, components, data, audio-visual content (such as images, text, recordings, or pictures), and related licensed materials. Education Material is owned by International Business Machines Corporation or one of its subsidiaries or an IBM supplier, and is copyrighted and licensed, not sold. All whole or partial copies of Education Material shall be subject to the same terms as the original copy.

1.0 Courses and Education Material

Generally available (public) Courses and Education Materials are listed in various IBM Catalogs of Education (Catalog) which IBM publishes from time to time or makes available on IBM Education Services websites. IBM may add or withdraw Courses and Education Materials at any time without notice.

A private or one company Course is a Course provided by IBM to a single customer. For private Courses, IBM will agree with you in writing the dates, premises, and the number of students. It is your responsibility to secure at all times the storage of all IBM hardware and software whilst on your premises.

2.0 Scheduling of Classes

IBM specifies the dates of public classes. Private classes will be scheduled by mutual agreement. IBM may cancel or defer any scheduled class upon 3 days' notice. If IBM cancels a class for which you have prepaid, IBM will refund the price you paid to IBM. If you acquired the class via an IBM Business Partner then the Business Partner will refund the price you paid to it. IBM will not be responsible for any loss incurred by you, e.g. travel expenses, as a result of IBM's cancellation or deferral of a class.

3.0 Prerequisites and Assessments

IBM provides Course descriptions, which include course objectives and student prerequisites. It is the responsibility of the student who attends the IBM Course to ensure that he/she meets the stated prerequisites. IBM provides no written assessment of student performance on a Course and assumes no responsibility for any student performance after Course attendance.

4.0 Proof of Entitlement

An enrolment confirmation letter received from IBM is evidence of your Proof of Entitlement to a Course, your authorization to use IBM provided Education Material and of your eligibility for warranty services on Education Materials. For online Courses, the enrolment confirmation letter specifies any necessary user-ids and passwords and defines applicable period during which you are authorized to access the Course (period of activation).

5.0   Prices, Taxes and Payment

The IBM prices listed in the Catalog are subject to change. Any price increase will be announced at least three (3) months before its effective date.

Prices for self study courses will be those in effect on the date IBM receives your order. Prices include delivery and licensing of the Education Material. You are responsible for all costs related to accessing the Education Material either on your own machines or via connections to IBM's websites.

Prices for public classes will be those in effect on the date the class begins. Prices include the use of required Education Materials and machines at an IBM arranged location.

Prices for private classes will be established based on your requirements. Additional charges may apply, such as instructor travel, accommodation and living expenses, facilities, and remote laboratory support.

Prices do not include taxes nor student travel, accommodation and living expenses.

Payment

If you acquired the Service directly from IBM then amounts are due upon receipt of an IBM invoice and payable as IBM specifies in an enrolment confirmation letter or in the invoice. You agree to pay accordingly, including any late payment fee. IBM reserves the right to require payment in advance of a Course or any other Service.

If you acquired the Service from an IBM Business Partner then amounts due will be payable to, and in accordance with the agreement with, your IBM Business Partner.

If any authority imposes a duty, tax, levy, or fee, excluding those based on IBM's net income, upon any transaction under this Agreement then you agree to pay that amount as specified in an invoice or supply exemption documentation.

Taxes

Rates, charges or fees specified in this Agreement are exclusive of all taxes. If any authority imposes upon any transaction under this Agreement, a duty, tax, levy or fee, excluding those based on IBM's net income, then You agree to pay that amount as specified in an invoice. IBM shall pay all collected taxes to the appropriate taxing authority. If You supply the exemption documentation, acceptable to the taxing authorities, then IBM shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM should have charged such duties, taxes, levies or fees, You shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

You are responsible for any personal property taxes for each product from the date IBM ships it to You. Additional taxes and tax related charges may apply if IBM personnel are required to perform services outside their normal tax jurisdiction. As practical, IBM will work to mitigate such additional tax and tax related charges and will inform You in advance if these additional charges apply and are payable by You.

You shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, You shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

Furthermore, in the event of credit not being provided to IBM in respect of such TDS on account of You not mentioning the correct PAN of IBM, You shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM and in the eventuality of credit not being provided to IBM in respect of such TDS on account of default/ non-compliance by You, You shall compensate IBM to the extent to which credit is not provided to IBM.

6.0   Cancellation by You

You cannot cancel self study Courses once IBM has sent you confirmation of enrolment.

You may cancel or postpone a private class or your enrolment in a public class not less than 10 full working days prior to the scheduled start date of the class by notifying IBM in writing or by e-mail. If you fail to cancel or postpone

prior to this notification period, or the student fails to attend or withdraws from the Course, you will be responsible for the full price of the class and any associated additional costs incurred by IBM.

You may send a substitute from the same company for a student who has a confirmed enrolment on a class provided they meet the prerequisites for the Course.

IBM may charge actual costs incurred, including travel and living expenses, if you cancel a private class less than four weeks before its scheduled start date.

7.0   License

IBM grants the student a nonexclusive non-transferable license to use the provided Education Material.

The student may make one printed copy of the Education Material for his own use to support the level of use authorized, providing the copyright notice and any other legends of ownership are reproduced on each copy of the Education Material.

The student, and you, may not 1) use, copy, modify, create derivative works or distribute the Education Material except as provided herein; 2) reverse assemble, reverse compile, or otherwise translate the Education Material except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Education Material.

License agreements provided with Education Material, or separately notified by IBM, will take precedence over the license terms in this section 7.0. [additional paragraphs to be included]

8.0   Warranty

IBM warrants that it performs Service using reasonable care and skill.

If IBM Education Material does not function as warranted during its warranty period and IBM is unable to either 1) make it do so, or 2) replace it with one that is at least functionally equivalent, then you may return it to IBM and your money will be refunded by the party who you paid. The warranty period for Education Material expires upon completion of the Course or upon expiry of the period of activation or 30 days after receipt of the Education Material if no period of activation is defined.

The warranties stated above will not apply to the extent that there has been misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER EXPRESS WARRANTIES OR CONDITIONS EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION. IBM DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not warrant uninterrupted or error-free operation of Services, Courses or Education Material or that IBM will correct all defects.

Unless IBM specifies otherwise, and to the maximum extent permissible under applicable law, IBM provides non-IBM Education Materials and and non-IBM Services **WITHOUT WARRANTIES OF ANY KIND**.

You are responsible for the results obtained from the use of any Service, Course or Education Material.

9.0   Patents and Copyrights

If a third party claims that the Service, Course or Education Material IBM provides to you infringe that party's patent or copyright, IBM will defend you against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by IBM, provided that you;

1.   promptly notify IBM in writing of the claim; and
2.   allow IBM to control, and cooperate with IBM in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit IBM to enable you to continue to use the Education Materials, or to modify or replace them. If IBM determines that none of these alternatives is reasonably available, you agree to return the Education Materials to IBM on IBM's written request. IBM will then give you an appropriate credit for the returned materials.

This is IBM's entire obligation to you regarding any claim of infringement.

IBM has no obligation regarding any claim based on your modification of Education Materials.

10.0   Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except as expressly required by law without the possibility of contractual waiver or limitation, IBM is liable for no more than:

a.   payments referred to in the Patents and Copyrights section above;

b.   liability for bodily injury (including death) and damage to real property and tangible personal property limited to that caused by IBM's negligence ; and

c.   as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to, the subject of this Agreement, the charge paid by you for the individual Course or Education Material that is the subject of the claim.

This limit also applies to any of IBM's subcontractors, suppliers, resellers and program developers. It is the maximum for which IBM and its subcontractors, suppliers, resellers and program developers are collectively responsible.

Items for Which We are Not Liable

Except as expressly required by law without the possibility of contractual waiver or limitation, under no circumstances is IBM, its subcontractors, suppliers, resellers or program developers liable for any of the following even if informed of their possibility:

a.   loss of, or damage to, data;

b.   special, incidental, or indirect damages or for any economic consequential damages; or

c.   lost profits, business, revenue, goodwill, or anticipated savings.

11.0   Changes to this Agreement

IBM may modify these terms on written notice. The modified terms will apply to your enrollment or order unless you cancel such enrollment or order prior to the effective date of the modified terms. Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or communication from you are void.

12.0   IBM Business Partners

IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain products and services. When you order IBM Services (marketed to you by IBM Business Partners) under this Agreement, IBM confirms that it is responsible for providing the Services to you under the warranties and other terms of this Agreement. IBM is not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

13.0   Compliance with Laws

IBM will comply with laws applicable to IBM generally as a provider of information technology Products and Services. IBM is not responsible for determining the requirements of laws applicable to your business, including those relating to Products and Services that you acquire under this Agreement, or that IBM's provision of or your receipt of particular Products or Services under this Agreement meets the requirements of such laws. Notwithstanding anything in this Agreement to the contrary, neither party is obligated to take any action that would violate law applicable to that party.

Each party will comply with all applicable export and import laws, regulations and associated embargo and sanction regulations, including prohibitions on export for certain end uses or to certain end users.

14.0   Governing Law

Both you and IBM consent to the application of the laws of India to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

15.0   Jurisdiction

All of your rights and all IBM's obligations are valid only in India.

16.0   Dispute Resolution

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than three years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

17.0   General

a.   You agree not to copy IBM copyrighted material without IBM's prior written consent.

b.   You agree not to use recording equipment in IBM classes without IBM's prior written consent.

c.   You agree not to use IBM trademarks, trade names, or other designations in any promotion or publication without IBM's prior written consent.

d.   The exchange of any confidential information will be made under a separate, signed confidentiality agreement. However, to the extent confidential information is exchanged in connection with any Product or Service under this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.

e.   You agree not to assign, or otherwise transfer your rights under this Agreement without IBM's prior written consent. Any attempt to do so is void. IBM is permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

f.   Neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

g.   If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either of us may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

h.   You agree that this Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against you except as described in the Patents and Copyrights section above or as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.

i.   Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

j.   Services, Courses and Education Material will be delivered in India.

k.   You agree to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business

relationship, and may be provided to contractors acting on IBM's behalf, Business Partners who promote, market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship.

By signing below for our respective Enterprises, both of us agree to the terms of this Agreement without modification. Once signed, 1) any reproduction of this Agreement, Other Terms (if any), any applicable license agreement and an enrolment confirmation letter made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Education Materials and Courses ordered under this Agreement are subject to it.

You accept this Agreement for Courses and Education Materials by signing it, ordering or receiving a Service, including ordering a Course and or Education Material, attending a class, or using any IBM provided Education Material including accessing a Course online.

Agreed to:	Agreed to:
Customer Company name	**IBM India Private Limited**
By	By
Authorized signature	Authorized signature
Name (type or print):	Name (type or print): URESH.L
Date: 8th Dec. 2016.	Date:
Customer Identification number:	Agreement number
Customer address: Mangalayatan University Leswan, Aligarh	IBM address: No. 12, Subramanya Arcade, Bannerghatta Main Road, Bangalore 560029

After signing, please return a copy of this Agreement to the "IBM address" shown above.

Client Relationship Agreement

Using this agreement, Client may order Programs, Cloud and other Services, Machines and Appliances (collectively IBM Products) and third party products and services (Non-IBM Products) available from IBM. Details regarding products, offerings or orders are provided in Attachments and Transaction Documents (TDs). This agreement and applicable Attachments and TDs are the complete agreement (Agreement) regarding transactions under this Agreement.

Programs

A **Program** is an IBM-branded computer program and related material available for license from IBM subject to the payment of charges. Program details are described in an Attachment called License Information (LI). Programs do not include Machine Code or Project Materials. Programs are copyrighted and licensed (not sold). When IBM accepts an order for a Program, IBM grants Client a nonexclusive license to: a) use the Program only up to its authorizations and subject to its LI; b) make and install copies to support such authorized use; and c) make a backup copy. Programs may be used by Client, its authorized employees and contractors only within Client's Enterprise, and not to provide hosting or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Program. Additional rights may be available from IBM for additional fees or under different terms. IBM does not grant unrestricted rights to use the Program nor has Client paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified in the LI.

The license granted for a Program is subject to Client:

a. reproducing copyright notices and other markings;
b. ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;
c. not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
d. not using any of the elements of the Program or related licensed material separately from the Program.

The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Client complies with the applicable sub-capacity requirements.

Services - Cloud Services

A **Cloud Service** is an IBM branded offering hosted or managed by IBM and made available via a network. Each Cloud Service is described in a TD or an Attachment called a Service Description. When IBM accepts Client's order, IBM provides Client the entitlements specified in the TD. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Service level commitments, if applicable, are specified in an Attachment or TD.

Client may access and use a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any party who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used for unlawful, obscene, offensive or fraudulent content or activity, in any jurisdiction for any user, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or

violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Unless expressly provided in a TD, Client is not authorized to use a Cloud Service to provide hosting or timesharing services to any third party.

Each Cloud Service is designed to protect the proprietary content that Client inputs into the Cloud Service and to provide for access and use only as part of the Cloud Service. Except as otherwise specified in a TD, IBM will only provide access and use of Client's proprietary content to IBM employees and contractors as needed to deliver the Cloud Service. IBM will not disclose Client's proprietary content and will return or destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering content in a specific format).

The description for each Cloud Service includes the security functions and features applicable to the Cloud Service. IBM will provide Client notice of any unauthorized third party access to Client's content of which IBM becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client's content is lost or damaged, IBM will assist Client in restoring it to the Cloud Service from Client's last available backup copy in compatible format.

The term, including any renewal term, for a Cloud Service is described in an Attachment or TD. IBM may withdraw a Cloud Service on 12 months' notice, unless otherwise stated in an Attachment or TD. IBM will either continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM Service. IBM may suspend, revoke or limit Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, or violation of law. Charges will continue to accrue for the Cloud Service during any suspension. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service.

Any changes to the Service Description by IBM will be effective upon the next agreed renewal or extension. IBM may modify the computing environment used to provide a Cloud Service, without degrading its functionality or security features.

Services – Other Services

IBM provides consulting, installation, customization and configuration, maintenance, and other services as detailed in an Attachment or TD. Client will own the copyright in works of authorship that IBM develops for Client under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a

separate license agreement (Existing Licensed Works). A Program is an example of an Existing Licensed Work and is subject to the Program terms. IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

Either party may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. IBM will provide at least 90 days' notice prior to withdrawal of Service. Client will pay charges for Services provided through the effective date of termination. If Client terminates without cause or IBM terminates for breach, Client will meet all minimum commitments and pay termination or adjustment charges specified in the SOW or TD and any additional costs IBM reasonably incurs because of early termination, such as costs relating to subcontracts or relocation. IBM will take reasonable steps to mitigate any such additional costs.

Machines and Appliances

A **Machine** is an IBM-branded device including its features, upgrades, and accessories. An **Appliance** is a Program and Machine combination designed for a particular function. Unless otherwise provided, terms that apply to a Program apply to the Program component of an Appliance and terms that apply to a Machine apply to the Machine component of an Appliance. Client may not use or transfer an Appliance's Program component independently of the Appliance.

When IBM accepts Client's order, IBM transfers title to Machines and non-IBM machines to Client or Client's lessor upon payment of all amounts due, except in the United States where title transfers upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure. If IBM is responsible for installation, Client will allow installation within 30 calendar days of shipment or additional charges may apply. Client must follow instructions provided to install Client set up Machines.

Machines and parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. A Machine may include parts that are not new and in some instances Machines may have been previously installed. Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

Machine Code and Built in Capacity

Machines may include **Machine Code (MC)** and **Built in Capacity (BIC)**. MC is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality. MC is copyrighted and licensed (not sold). IBM only provides copies, fixes or replacements for MC for Machines under warranty or IBM maintenance, or under a separate written agreement which

may be subject to additional charges. Client agrees that all copies, fixes or replacements for MC will be obtained solely as authorized by IBM. IBM grants Client a nonexclusive license to use MC only (i) on the Machine for which IBM provided it, and (ii) to access and use BIC only to the extent paid for by Client, activated by IBM and subject to the Attachment called IBM Authorized Use Table for Machines (AUT) available from IBM and at http://www.ibm.com/systems/support/machine_warranties/machine_code/aut.html. BIC is computing resource (e.g., processors, storage and other functionality) that IBM provides for a Machine. Use of BIC may be restricted by contract, technological or other measures. Client agrees to IBM's implementation of technological and other measures that restrict, monitor and report on use of BIC or MC, and to install any changes IBM provides. Client may not alter, reverse assemble, reverse compile, translate or reverse engineer the MC, or circumvent or interfere, by any means, with IBM's contractual, technological or other measures that restrict, monitor or report on use of BIC or MC. Client may transfer possession of MC only with transfer of the Machine. Client may not transfer its license to MC; the transferee must acquire a license directly from IBM. This Agreement governs MC and BIC on Machines acquired from another party. Use of BIC in excess of authorizations from IBM is subject to additional charges.

Warranties and Post Warranty Support

IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program (not the Program component of an Appliance) is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Client elects to discontinue S&S, annual S&S automatically renews at then-current charges until S&S for a version or release is withdrawn. If Client elects to continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

IBM warrants that it provides Cloud and other Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends.

IBM warrants that Machines used in their specified operating environment conform to their official published specifications. For a Machine or Appliance, the warranty period is specified in the Attachment or TD. During its warranty period, IBM will repair or exchange the Machine without charge, as specified in the Attachment. Client may purchase warranty service upgrades and post warranty support where available. For Appliances, post warranty support includes maintenance and S&S.

If a Machine or Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Client may return it to IBM for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use it terminates.

IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM Products are sold under this Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

Charges, Taxes, Payment and Verification

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under this Agreement, and any late payment fees. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents; and v) file accurate Taxes Deducted at Source (TDS) returns on a timely basis. If any tax, duty, levy or fee ("Taxes") are not charged on the basis of the exemption documentation provided by the Client and the taxation authority subsequently rules that such Taxes should have been charged, then the Client will be liable to pay such Taxes, including any interests, levies and/or penalties applicable thereon.

IBM may change recurring charges, labor rates and minimum commitments on three months' notice. A change applies on the invoice date or the first day of the charging period on or after the effective date IBM specifies in the notice. IBM may change one-time charges without notice. However, a change to a one-time charge does not apply to an order if i) IBM receives the order before the announcement date of the increase and ii) within three months after IBM's receipt of the order, the product is shipped or made available to Client.

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including MC and Program licenses and metrics, such as sub-capacity usage, and ii) promptly order any required entitlements, pay additional charges at IBM's then current rates (including uses in excess of Client's authorizations or entitlements, and associated S&S or maintenance), and other liabilities determined as a result of such verification. These compliance verification obligations remain in effect during the term of the Agreement and for two years thereafter.

Liability and Indemnity

IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM Product acquired under this Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based, in whole or part, on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.

Termination

Either party may terminate this Agreement: a) without cause on at least one month's notice to the other after expiration or termination of its obligations under this Agreement; or b) immediately for cause if the other is in material breach of this Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. IBM may terminate Client's license to use a Program or MC if Client fails to comply with this Agreement. Client will promptly destroy all copies of the Program or MC after either party has terminated the license.

Governing Laws and Geographic Scope

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM Products.

Both parties agree to the application of the laws of the country where the transaction is performed (or for Cloud Services, the laws of the country of Client's business address) to this Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if

IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Bangalore, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred.

General

Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.

Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for, the product, offering or service. Since this Agreement may apply to many future orders, IBM reserves the right to modify it by providing Client at least three months' written notice. However, changes are not retroactive; they apply, as of the effective date, only to new orders and renewals. For transactions with a defined renewable contract period, Client may request that IBM defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the agreement must be in writing signed by both parties. If there is a conflict, an Attachment or TD prevails over the terms of this agreement.

IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation. IBM Business Partners are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.

Client is responsible for obtaining all necessary permissions to use, provide, store and process content in Cloud, other Services, maintenance, or Program support, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

IBM and its affiliates, and their subcontractors, may process and store business contact information of Client personnel in connection with the performance of this Agreement wherever they do business. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes the product or service is not restricted.

All notices under this Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to this Agreement more than three years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

The Agreement applies to IBM and Client (the signatories below) and their respective Enterprise companies who avail themselves of the Agreement. The signatories shall coordinate the activities of Enterprise companies under this Agreement. Enterprise companies include (i) companies within the same country that Client or IBM control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under common control as Client or IBM and has signed a participation Attachment.

Agreed to:
Client Company Name:

By _____
                Authorized signature
Title:
Name (type or print): _Dr. Ajay Kumar Singh Rajput_
Date: _8 Dec 2016._
Client number:
Enterprise number:
Client address: _Mangalayatan University_
                        Beswan, Aligarh

Agreed to:
IBM India Private Limited

By _____
                Authorized signature
Title: _STRATEGY & OPS LEAD_
Name (type or print): _SURESH. L_
Date: _1/5/2020_
Agreement number:

IBM address:

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA476941795285559O
Certificate Issued Date	:	05-Dec-2016 01:42 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ KORAMANGALA1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL08449992414286455O
Purchased by	:	IBM INDIA PRIVATE LTD
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IBM INDIA PRIVATE LTD
Second Party	:	MANGALAYATAN UNIVERSITY
Stamp Duty Paid By	:	IBM INDIA PRIVATE LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)
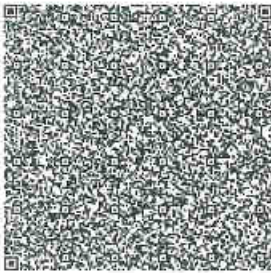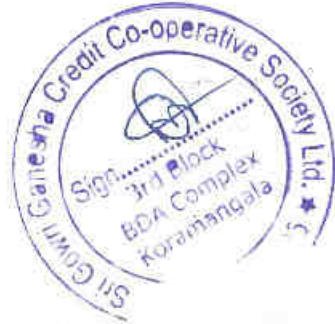
15/Dec/2016

.............Please write or type below this line................

Statement of Work

This **Statement of Work** ("Agreement" or "Other Terms") is executed on _08/Dec/2016_ and shall be effective from _08/Dec/2016_ ("Effective Date"), by and between **IBM India Private Limited** (Hereinafter referred to as "IBM") a company incorporated under the Companies Act, 1956, having its registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560029.

and

Mangalayatan University (Hereinafter referred to as "**Mangalayatan University**"), has been established by an Act (No. 32 of 2006) of State Legislature of Uttar Pradesh as a Private

IBM & Mangalayatan University – Agreement   Page 1   December 2016

University and is approved, recognized & listed by the UGC, under Section 2(f) of the UGC Act, 1956. The University is competent to award Degrees as specified by UGC under section 22 of the UGC Act. Mangalayatan University which is located at Extended NCR, 33rd Milestone, Mathura-Aligarh Highway, Beswan Aligarh-202145, Uttar Pradesh, India.

(Mangalayatan University and IBM are hereinafter collectively referred to as "Parties" and individually as "Party")

This Agreement shall be governed by the terms and conditions of the Agreement for Courses and Education Materials signed between IBM and Mangalayatan University ("Agreement for Courses and Education Materials") on _08/Dec/2016_ .

WHEREAS, Mangalayatan University and IBM have agreed to work to incorporate certain Information Technology (IT), and Domain industry vertical curriculum into the Program courses of Mangalayatan University. These courses are more particularly described in Annexure B of this Agreement ("Programs");

WHEREAS, the parties have agreed that Mangalayatan University will elect to engage IBM as one of the primary and preferred technology providers for education support services and as stated in this Agreement.

NOW, THEREFORE, in order to ensure that the agreement between Parties, regarding the business relationship being sought, has clarity about the engagement, the following items represent points agreed to by the parties through this Agreement.

1. Basis of the Agreement

i) The objective of this Agreement is to have a number of graduating B.Tech (CSE) professionals skilled on IT Solutions and Industry vertical domain Technologies

ii) Mangalayatan University and IBM establish a roadmap to build a relationship to progress the Education Engagement in the following manner:

Mangalayatan University and IBM are coming together to design and deliver a set of courses for students.

Mangalayatan University will rollout a number of programs including full time graduate engineering programs and post graduate engineering programs, with Specialization in IT aligned with mutually identified Industry domain verticals and Technology offerings. IBM will provide reasonable support as set-forth below to have Mangalayatan University commence and conduct this initiative. Such support will include assistance in the form of providing identified IBM specialization courseware, and academic support through Subject Matter Experts (SMEs). The roles and responsibilities and deliverables from IBM and Mangalayatan University are described in the sections that follow. The provision of hardware/software, IBM materials and services will be governed under the Agreement for Courses and Education Materials (hereinafter referred to as the "Agreement for Courses and Education Materials") executed by Mangalayatan University. IBM's responsibilities under this Agreement are subject to Mangalayatan University fulfilling its responsibilities under the Agreement.

iii) IBM and Mangalayatan University have agreed to initially launch the joint B.Tech (CSE) programs, with specializations from the following indicative list of streams, to the students enrolled at Mangalayatan University under this Agreement.

The Program will be jointly developed by IBM and Mangalayatan University and the designated SME's. The list below is not limited and can be reviewed and updated by IBM and Mangalayatan University, from time to time, by mutual agreement:
- B.Tech in CSE with Specialization in Cloud Computing & Virtualization
- B.Tech in CSE with Specialization in Business Analytics & Optimization
- B.Tech in CSE with Specialization in Mainframe Technology
- B.Tech in CSE with Specialization in IT Infrastructure Management
- B.Tech in CSE with Specialization in Open Computing
- B.Tech in CSE with Specialization in Telecom Informatics
- B.Tech in CSE with Specialization in Healthcare Informatics
- B.Tech in CSE with Specialization in E-Commerce, Retail & Automation
- B.Tech in CSE with specialization in Banking, Financial Services and Insurance
- B.Tech in CSE with specialization in Cyber Security & Forensics
- B.Tech in CSE with specialization in Graphics & Gaming
- B.Tech in CSE with specialization in Manufacturing Systems

2. Roles and Responsibilities

The roles and responsibilities of IBM and Mangalayatan University, and IBM Deliverables, in connection with this proposed relationship are described in detail in Annexure A ("Roles and Responsibilities").

3. Financial Terms - Fees to be paid to IBM

In consideration of IBM performing its Roles and Responsibilities hereto, Mangalayatan University shall pay a fee to IBM as described in detail in Annexure C: Price Schedule.

4. Termination

This Agreement will be initially valid for a period of four years and on its expiry will renew for periods of four years on the same terms and conditions unless terminated by a Party prior to such expiry of the Agreement in accordance with the terms of the Agreement. Either Party may terminate the Agreement with thirty days' written notice if the other Party commits a material breach of the terms and conditions enumerated in this Agreement and fails to cure the same within the aforesaid notice period. Notwithstanding such termination, all the batches of students admitted to these Programs during the currency of this Agreement will be taken to logical conclusion of their Program by both Parties wherein each Party would be bound to perform their Roles and Responsibilities as enumerated in this Agreement.

IBM may terminate this Agreement or SOW in full or in part, in the event;
(i) The student enrollment count falls below the mutually agreed upon threshold as stated in Annexure C (Financial Terms - Fees to be paid to IBM).
(ii) Of default or delay in any payment due from Mangalayatan University to IBM.

(iii) Of a Copyright/branding violation or a breach of any terms of the Agreement/SOW by the Mangalayatan University.

Mangalayatan University may terminate this agreement or SOW in the event:
(i) IBM fails to deliver the mutually agreed upon number of T3's & webinars, per the deliverables listed in Annexure A.

5.   Confidentiality

The existence and substance of this Agreement and the provision of services contemplated hereby will be kept confidential and will not be disclosed by any Party hereto to any third party without the prior written consent of the other Party hereto unless such disclosure is necessitated by due process of law. In all cases where disclosures are necessitated by law the other Party will be kept duly informed of the same. The notice should be sufficient so that the Party may obtain a protective order where required.

The Parties acknowledge that the exchange of confidential information by Mangalayatan University and IBM in connection with this Agreement will be governed by the terms and conditions of "Agreement for Exchange of Confidential Information" (described under section 9 under this Agreement).

6.   Limitation of Liability

Notwithstanding anything to the contrary contained herein or in the Agreement for Courses and Education Materials, circumstances may arise where, because of a default on IBM's part, Mangalayatan University is entitled to recover damages from IBM regardless of the basis on which Mangalayatan University is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all such claims will be as per the terms and conditions of the Agreement for Courses and Education Materials under which such Product or Service is acquired.

In no event will either Party be liable for any lost profits, lost savings, loss of data, lost business, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither Party will be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the Agreement for Courses and Education Materials.

7.   Publicity

IBM and Mangalayatan University each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this Agreement in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party.

In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this Agreement without prior written approval of the other party.

8.   Governing Law

This Agreement will be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

9.   Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information. I.e. information exchanged between the parties relating to this Agreement and marked as "Confidential" by the Discloser ("**Information**") while maintaining our ability to conduct our respective business activities. Each of the Parties agrees that the following terms apply when one of us ("**Discloser**") discloses Information to the other ("**Recipient**").

9.1 Disclosure

Information will be disclosed either:
1) In writing;
2) By delivery of items;
3) By initiation of access to Information, such as may be in a data base; or
4) By oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

9.2 Obligations

The Recipient agrees to:
1) Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
2) Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:
1) Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
2) Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice, if possible, to allow the Discloser a reasonable opportunity to obtain a protective order.

9.3 Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

9.4 Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

1) Already in its possession without obligation of confidentiality;
2) Developed independently;
3) Obtained from a source other than the Discloser without obligation of confidentiality;
4) Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
5) Disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

9.5 Disclaimers
THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.
The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement, nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

9.6 General
This Agreement does not require either of us to disclose or to receive Information.

The receipt of Information under this Agreement will not in any way limit the Recipient from:
1) Providing to others products or services which may be competitive with products or services of the Discloser;
2) Providing products or services to others who compete with the Discloser; or
3) Assigning its employees in any way it may choose.

The Recipient will:
1) Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and

2) Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

10.   General
a) This Agreement ("Other Terms"), Agreement for Courses and Education Materials supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. In case of conflict between the terms of this Agreement, and

the terms of the Agreement for Courses and Education Materials, the terms of this Agreement shall prevail. This Agreement ("Other Terms") cannot be modified except by a written agreement signed by the authorized representative of each of the Mangalayatan University and IBM India Pvt. Ltd. Any reproduction of this Agreement ("Other Terms") by reliable means will be considered an original of this document.

b) Each party will be responsible for its own expenses in connection with these discussions.

c) Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

d) Each Party will act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

e) Both parties have obligation to ensure adherence to the present Agreement.

f) Neither of the Parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void.

11. Arbitration

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement/Agreement for Courses and Education Material or the subject matter thereof will be referred to a sole arbitrator to be appointed by a mutual agreement between the Parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each Party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996.

a. The seat of arbitration will be New Delhi and the cost of arbitration will be shared by the Parties.

12. Indemnities:

Mangalayatan University hereby unconditionally and irrevocably agrees, to indemnify, keep indemnified and save and hold harmless IBM, its directors, employees and agents from and against any and all losses, claims, damages, liabilities, expenses and disbursements (including all legal and other costs, charges and expenses) incurred by IBM in connection with this agreement whatsoever arising out of or resulting from any legal proceedings, civil suit, defence, or other action initiated or instituted in respect of or relating to the Mangalayatan University agreement:

(1) Infringement by Mangalayatan University of IBM's or any third party's intellectual property rights;

(2) Acts of negligence and misconduct of Mangalayatan University, its directors, employees and agents resulting in loss of life or bodily injury, damage to real property;

(3) Non-compliance by Mangalayatan University of applicable laws;

(4) Representations and warranties made by Mangalayatan University not authorized by IBM;

(5) Mangalayatan University conduct and/ or relations with any third parties.

"Notwithstanding anything contained herein above the Mangalayatan University's indemnity in any case shall not extend to events beyond breach of agreement and it shall not extend to the events over which the party giving the indemnity i.e. Mangalayatan University has no personal control."

This Agreement sets forth the understanding of the parties as of _08/Dec/2016._

Agreed to: Agreed to:
Mangalayatan University   **IBM India Private Limited**
By   By _15/12/2014_

_____   _____
Authorized Signature   Authorized Signature

_____

Mangalayatan University   **IBM India / South Asia**
                                     Systems & Technology Group

Mangalayatan University Address: **IBM** Address:
Extended NCR, 33rd Milestone,   12, Subramanya Arcade, Bannerghatta Road,
Mathura-Aligarh Highway, Beswan Aligarh, Bangalore - 560 029.
Uttar Pradesh - 202145, India.   Karnataka, India.

After signing, please return a copy of this Agreement to the "IBM address" shown above.

Annexure A

Statement of Work

i. IBM's Responsibilities

a) Curriculum consultancy and Courseware

- Collaborative work on curriculum design for the Programs being launched jointly.

- IBM Courseware for each of the specialization courses under the Programs, kept reasonably updated by constant curriculum inputs from leading industry mentors and from IBM's Lab experts.

- Availability of specialization courseware for Students enrolled under the Programs at Mangalayatan University. The courseware will be made available at least 1 month prior to the intended delivery, in electronic form.

b) List of Deliverables to be provided by IBM

IBM will provide the following deliverables to Mangalayatan University;

(i) The centralized Teach the Teacher (T3) program workshops will be conducted on the IBM specialization courses, (to be taught in the following or subsequent semesters), by IBM partners' Subject Matter Experts (SMEs), for select Mangalayatan University Faculty, at the Mangalayatan University campus. The dates, frequency, and venue will be shared by IBM. In some cases, the venue may be in an off-site location within India.

- T3 Workshop to be delivered by IBM partner for each IBM specialization Subject in each Program.

- T3 workshops will be for a duration of 3 to 4 days, depending upon the IBM specialization subject credit hours.

- T3 Workshop will be delivered for a batch of maximum of 10 select faculty members of Mangalayatan University.

- In case of repeat T3 courses or for new teachers, additional courses will be delivered by IBM partner on a chargeable basis which shall be handled via Project Change Control Procedure.

(ii) Ecosystem platform support.

- The web portal – an online ecosystem platform - provided by the IBM authorized training partner M/S Trans Neuron Technologies Pvt. Ltd., Bangalore, to be the underlying framework for the engagement between IBM, Mangalayatan University and the Mangalayatan University students who take admission under the joint Programs at the Mangalayatan University campus. The students will access online, the IBM specialization course material and other online collaborative environment functionalities.

- All relevant course material pertaining to the IBM provided specialized Programs will be made available to the students on this platform. IBM/IBM Partner shall update the software if required from time to time.

(iii) IBM to support in visit of the IBM / Partners' technology professionals to the Mangalayatan University campus for student interactions as per program requirements. The dates and session topics will be jointly decided by IBM and Mangalayatan University.

(iv) IBM to provide 1 copy each of printed courseware books for IBM Specialization subjects for faculty members (maximum 5), who have attended and successfully completed the T3 session on the course subject and who will be covering that subject in the upcoming semester with the students at Mangalayatan University.

(v) IBM to provide 5 copies of the printed courseware books for IBM specialization subjects to the campus Library.

c) Other support

- Nominate a Program Manager for coordination between IBM and Mangalayatan University.
- Certificate of completion to all students who go through the Program successfully.

d) Summary of the deliverables

Delivery component	Delivery details
Curriculum workshop	Once at the beginning of the engagement. Any further requirement for curriculum workshop/updates will be executed over the phone.
Teach the Teacher (T3) at the Mangalayatan University campus	Once per program per course for the upcoming course to be introduced for the first time. Each program specialization will have the following maximum number of courses; Year 1 - 2 courses. Year 2 - 2 courses. Year 3 - 3 courses. Year 4 - 3 courses.
Industry Guest Lectures through the web (Webinars)	Twice per semester (3-4-5-6 semesters).
Industry Guest Lecture F2F campus visits	Once per semester at the Mangalayatan University campus.
IBM Program Manager / team visit to the campus	Once per year.
Gurukool program for the participating 3rd year students	Once per year in Bangalore or any other location decided and announced by IBM. Travel and living to be taken care by the participating Students & Faculty groups.
Poster competition	Once per year in the University campus announced by IBM. The competition will be announced and executed using the online ecosystem platform.
Certificate of completion (for	One consolidated completion certificate in relation to the completion of Program shall be provided, on being informed by the University,

Students)	about the successful completion of the B.Tech degree by the student(s) who had enrolled into the IBM specialization program. The University/Institution represent and warrant that, they will provide accurate details on the number and details of the students who have completed the program, based on which IBM will issue the relevant certificates of completion to those students.
Certificate of completion (for Faculty)	One completion certificate for participation and completion of each Teach the Teacher (T3) program attended, shall be provided, on being informed by the University and upon confirmation from the Subject Matter Expert who delivered the T3 program.
Courseware access	Relevant courseware and program access through the online ecosystem platform for the enrolled students and faculty team
Labs	Advice/Suggest on the lab setup and lab instructions for students
Courseware (Printed books) for faculty team	One time; 5 printed courseware books per course
Courseware (Printed books) for Library	One time; 5 printed courseware books per course

ii. Mangalayatan University's Responsibilities

Prior to the start of the engagement, Mangalayatan University will designate a person ("Point of Contact"), to whom communications relative to this SOW will be addressed and who will have the authority to act on Mangalayatan University's behalf in all matters regarding this agreement. Mangalayatan University's Point of Contact will:

a. Assist in the curriculum management

- Nominate Curriculum Program Managers for each Program being run under this Agreement.

- Guide IBM Program team on curriculum inclusion and content development.

- Approve the jointly developed Curricula and courseware.

- Publish new Curricula for each batch as part of Mangalayatan University Programs.

b. Manage the administration of the Program

- Nominate a Single Point of Contact (SPOC) for coordination with IBM.

- Nominate Mangalayatan University faculty for the courses under this Agreement, and to make them available for the centralized T3 workshops conducted by IBM partner.

- Program promotion through a structured Program campaign.

- Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.

- Share the student data, for all students enrolled under this Program in the designated format, with IBM.

- Collect students' fees, and pay to IBM the agreed share as per the SOW.

c. Execute the Course delivery

- Run and manage the delivery of classes and labs by competent faculty of Mangalayatan University.

- Provide detailed session plans for the Programs to be provided to IBM.

- Provide access to required infrastructure for running the Programs as per IBM's specifications.

- Mangalayatan University to own the issuance of the degree to the participating students.

- Manage quality of teaching at a high level of academic standards. The faculty will need to pass IBM's qualifying tests from time to time.

d. Other responsibilities

- Provide adequate computing infrastructure to the enrolled students for their Lab work.
- Provide adequate bandwidth to the students enrolled in the joint Programs, such that there is no response time constraints faced by them in using the cloud based platform.
- Manage suitable usage of the cloud based platform by students. Mangalayatan University shall provide usage reporting of the cloud based platform at regular intervals.
- Manage excellent Placement record for students enrolled in the joint Programs.
- Mangalayatan University has the responsibility to give the details of the students every semester.
- Mangalayatan University will also be responsible for the communication to IBM of the successful completion of the graduation by any/all of the respective students, relying on which IBM will issue the completion certificate for the Program. Any discrepancies on this will be the responsibility of Mangalayatan University.
- IBM's discharge of it's responsibilities under this Agreement is dependent on Mangalayatan University fulfilling all of their responsibilities and that Mangalayatan University will own the students responsibility if they fail to comply with any of their responsibilities or default on the payment. IBM may withdraw their services, if Mangalayatan University defaults on the payment and IBM will not be responsible for any student dissatisfaction / failure.

e. University/Institution General Responsibilities

IBM's performance is dependent on Mangalayatan University's management and fulfillment of its responsibilities under this SOW and the Agreement specified below, at no charge to IBM. Any delay in performance of Mangalayatan University's responsibilities may result in additional cost and/or delay of the completion of the project covered by this SOW, and will be handled in accordance with the Project Change Control Procedure. Mangalayatan University will:

- make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;
- provide a suitable Seminar / Webinar (for Industry Guest lectures) room for the number of students equipped with proper acoustics and Audio/Video equipment's: Speakers, multiple Microphones for student Q&A sessions, Projector, Internet Connectivity with adequate bandwidth, Landline Telephone connection in the Seminar/Webinar room etc.
- provide IBM with the address and room details of the training location;
- provide a suitable training room for the number of students, including an adequate number of power sockets, an overhead projector and whiteboard and/or flipchart and connectivity to necessary systems and environments;

- provide the required equipment and installation (including hardware and software) to run the Course(s) detailed in Scope of Work for the duration of the Course(s);
- if required, provide IBM personnel with access at the Mangalayatan University premises to set up the equipment for each course running in the university campus on a day prior to the start of each course (this may include access outside of normal business hours);
- if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at the Mangalayatan University campus;
- be responsible for the secure storage of all IBM-owned hardware and software while at the Mangalayatan University premises;
- allow IBM to cite university name and the general nature of the Services IBM performed for the Mangalayatan University to IBM's other clients/partners and prospective clients/partners as an indication of IBM's experience, unless both Mangalayatan University and IBM specifically agree otherwise in writing;
- agree that IBM and its subcontractors/partners may process the business contact information of the Mangalayatan University, its employees and contractors worldwide for our business relationship, and the Mangalayatan University has obtained the necessary consents. IBM will comply with requests to access, update, or delete such contact information;
- obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Mangalayatan University also agrees that with respect to data that is transferred or hosted, Mangalayatan University is responsible for ensuring that all such data adheres to the laws and regulations governing such data;
- be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. Mangalayatan University is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations;
- be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and
- acknowledge that any responsibilities not specifically stated in this SOW as IBM responsibilities are deemed out of scope.

iii. Joint Programs

Mangalayatan University & IBM team will select and propose appropriate Programs based on market and industry alignment from time to time, with mutual consultation & agreement.

The commencement date for the above Programs will be mutually decided by University/Institution and IBM.

Mangalayatan University & IBM team will decide the credits for each of the programs and may alter the course duration for each of the Programs, after due approval from the Academic Council of Mangalayatan University, and announce it through the Mangalayatan University website.

iv. Course Administration Process

- Student will enroll at Mangalayatan University every year in the selected Programs for that Academic Year.

- Database of enrollments will be shared with IBM after the admissions process is completed, but not later than September 15th of the year. For the academic year 2016-17, the enrollment data will be shared by November 30th.

- Batches will commence as per university/institute schedule.

- IBM will provide Program Access for the portal to all enrolled students.

- Mangalayatan University will plan and deliver the classes and labs as per the academic requirement.

v. Academic Engagement

The list of initial Programs, proposed to be commenced by Mangalayatan University under this agreement is listed under Annexure B: List of Programs.

The commencement date for the above Programs will be mutually decided by Mangalayatan University and IBM. Efforts will be made to launch these Programs from the Academic Year 2016-'17.

Annexure B

List of Programs

The following is the list of initial Programs, proposed to be commenced by Mangalayatan University in a phased manner, under this agreement:
- B.Tech in CSE with Specialization in Cloud Computing & Virtualization
- B.Tech in CSE with Specialization in Business Analytics & Optimization
- B.Tech in CSE with Specialization in Mainframe Technology
- B.Tech in CSE with Specialization in IT Infrastructure Management
- B.Tech in CSE with Specialization in Open Computing
- B.Tech in CSE with Specialization in Telecom Informatics
- B.Tech in CSE with Specialization in Healthcare Informatics
- B.Tech in CSE with Specialization in E-Commerce, Retail & Automation
- B.Tech in CSE with specialization in Banking, Financial Services and Insurance
- B.Tech in CSE with specialization in Cyber Security & Forensics
- B.Tech in CSE with specialization in Graphics & Gaming
- B.Tech in CSE with specialization in Manufacturing Systems

The proposed programs to be commenced by Mangalayatan University in the year 2016-17, under this agreement are:
- B.Tech in CSE with Specialization in Cloud Computing & Virtualization
- B.Tech in CSE with Specialization in Business Analytics & Optimization

If Mangalayatan University wants to offer any new IBM specialization program from the above list, then Mangalayatan University will have raise it through the Project Change Request. This may need to be approved by IBM and may result in additional charges to be incorporated in the financial section in Annexure C.

Annexure C

Financial Terms – Fees to be paid to IBM

a.) Quantum of Fees to be paid to IBM, in consideration of the performance of the Roles and Responsibilities by IBM:

Mangalayatan University-IBM proposed number of students				
	Year 1	Year 2	Year 3	Year 4
Academic year >	2016-'17	2017-'18	2018-'19	2019-'20
Proposed no. of B.Tech CSE/IT students committed by the University	70	130	230	330

Fee to IBM – B.Tech CSE Program – per student (in INR): Rs.32,000/- per annum.

Advance fee payment for student Courseware & Program access by September 15th every year; Rs.32,000/-. For the academic year 2016-17, the advance fee payment for student courseware & program access will be made by November 30th. This fee is fixed for the first 4 academic years of this engagement from 2016-17 to 2019-20. The IBM fees for years beyond the fourth year will be mutually agreed between IBM and Mangalayatan University through a Project Change control.

An advance of Rs.10,00,000 for Teach the Teacher (T3) workshop will be paid by June 15th every year in case the T3 is applicable for that year. Else the entire student fees would be paid along with the payment for student Courseware & Program access fees by September 15th.

Note:

1. Mangalayatan University shall exercise its best attempts to enroll 70 students into the joint B.Tech programs in the first year and shall continue to exercise its best efforts to ensure enrolment shall increase to 130, 230 and 330 students into our joint programs for the subsequent academic years from 2018-19 onwards, respectively.

2. Mangalayatan University will pay to IBM Rs.32,000/- per student - per year, as per the total number of students enrolled under the IBM ICE program every year. If there is an increase in the number of students, the increased IBM's fee will be computed as per the IBM Fee for that year.

3. If the student enrollment falls below 70 (academic year 2016-17) or below 130 in any academic year from the academic year 2017-18 onwards, IBM may choose to terminate this agreement, with no liabilities, upon provision of 30 days' written notice to Mangalayatan University.

4. The advance payment for T3 workshop is non-refundable. However, it may be adjusted against the student fee, at the time of payment of the fee to IBM for the student enrollments for that the respective academic year.

5. In the event of any payments not being made on or before the due date, IBM reserves its right to levy a late payment fee at the rate of 2% per month on the amounts overdue and suspend the services till the payment is received by IBM.

6. All applicable statutory taxes and duties to be borne by Mangalayatan University.

b.) Payment Terms:

I. General Notes:

- The actual payment to IBM by Mangalayatan University will be calculated depending upon the actual number of students enrolled into the program.

- Rates, charges or fees specified in this Agreement are exclusive of all taxes. If any authority imposes upon any transaction under this agreement, a duty, tax, levy or fee excluding those based on IBM India's net income, then Mangalayatan University agrees to pay that amount as specified in an invoice. IBM India shall pay all collected taxes to the appropriate taxing authority. If the Mangalayatan University supplies exemption documentation, acceptable to the taxing authorities, then IBM India shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM India should have charged such duties, taxes, levies or fees, Mangalayatan University shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

Mangalayatan University shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM India and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, the Mangalayatan University shall ensure that the Permanent Account Number ("PAN") of IBM India is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM India is required to be mentioned.

Furthermore, in the event of credit not being provided to IBM India in respect of such TDS on account of the Mangalayatan University not mentioning the correct PAN of IBM India, the Mangalayatan University shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM India and in the eventuality of credit not being provided to IBM India in respect of such TDS on account of default/ non-compliance by the Mangalayatan University, the Mangalayatan University shall compensate IBM India to the extent to which credit is not provided to IBM India.

II. For T3 Workshop:

- Mangalayatan University to send the 100 % Advance Payment to IBM;

- For conducting the T3 workshop for B.Tech CSE IBM specialization courses by June 15th every year as per the details given under 'Annexure C - a) Financial Terms' in case the T3 is applicable for that year.

- IBM partner to deliver the 'T3 Workshop' deliverable as in the above clause as per the agreed schedule and IBM to raise the appropriate Invoice post the T3 workshop delivery by the IBM partner to Mangalayatan University.

III. For Courseware and Program Access:

Mangalayatan University to send to IBM the names, email id's and roll numbers of students enrolled in IBM specialization programs, by September 15th every year, as per the details

given above under 'Annexure C - a) Financial Terms', along with 100% advance payment. For the academic year 2016-17, the enrollment data will be shared by November 30th.

IBM to deliver the 'Courseware and Program Access' deliverables as in the above clause, within 2 weeks of receiving this list and 100% advance payment, as per above clause and will raise the appropriate Invoice to Mangalayatan University.