

**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588| www.redhat.com



Red Hat

Parties	
Partner information	Red Hat India Private Limited.
Company Name: M.A.M School of Engineering	Contact Name: Geomon Joseph
Address: Trichy- Chennai Trunk Road, SIRUGANUR, Tiruchirappalli :- 621105, Tamil Nadu	Email: gjoseph@redhat.com
Contact name: Dr. P . Ranjith Kumar	Tel.no. +91 -22-61147506
Email: principal@mamse.in	Fax:
Telephone: + 91 77080 00971 / 0431 - 2650377, 2910218	

Territory
India

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.

Red Hat Partner Agreement
(India)

Dr. P. RANJITH KUMAR, M.E., P.E.,

PRINCIPAL

M.A.M. School of Engineering
Siruganur, Trichy-621 105.



Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

M.A.M School of Engineering

Signature

Printed Name

Title

Date

Dr. P. RANJITH KUMAR

PRINCIPAL

M.A.M. SCHOOL OF ENGINEERING

SIRUGANUR, TRICHY - 105

Red Hat India Private Limited

Signature

Printed Name

Title

Date

DocuSigned by:

Vandana Vaddan

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RHC-138015



Red Hat Partner Agreement

Dr. P. RANJITH KUMAR, M.E., P.

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M.A.M. School of Engineering

Siruganur, Trichy-621 105

1. **Purpose**

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**").

"**Red Hat**" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. **Programs, Application Process and Acceptance**

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. **Affiliate Authorizations**

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. **Territory**

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. **Fees**

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. **Billing, Payment and Taxes**

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. **Verifications**

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("**Records**"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect

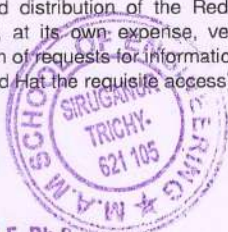
Red Hat Partner Agreement

Dr. P. RAJITH KUMAR, M.E., Ph.D.

PRINCIPAL

M.A.M. School of Engineering

Siruganur, Trichy-67



of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

- 8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "**Red Hat Trademark Guidelines**"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("**Promotional Materials**").
- 8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

- 9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.
- 9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.
- 9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "**NFR**") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

10. Intellectual Property

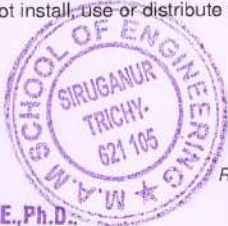
Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

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11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.

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April 2018

13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 – 11.5, 12, 13.3 – 13.4, 14.1 – 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; . For Red Hat: A-201, Supreme Business Park Hiranandani Gardens , Powai, Mumbai – 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled

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Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

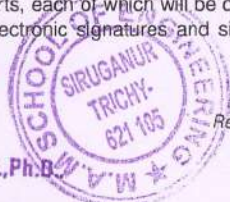
- 14.3.2** Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.
- 14.3.3** As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.
- 14.3.4** Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).
- 14.3.5** Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.
- 14.4 No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.
- 14.5 Independent Contractor.** Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.
- 14.6 Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the

Red Hat Partner Agreement
(India)

Dr. P. RAJITH KUMAR, M.E., Ph.D.
PRINCIPAL
M.A.M. School of Engineering
Siruganur, Trichy-621 105.



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Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.

Red Hat Partner Agreement
(India)

Dr. P. RANJITH KUMAR, M.E., Ph.D.,
PRINCIPAL
M.A.M. School of Engineering
Siruganur, Trichy-621 105



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1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

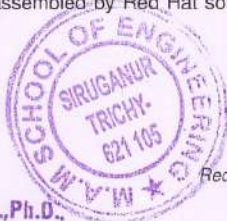
"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.

Red Hat Partner Agreement

Dr. P. ANJITH KUMAR, M.E., Ph.D.

PRINCIPAL

M.A.M. School of Engineering
Siruganur, Trichy-621 105.



3. License and Ownership

- 3.1 **License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

- 3.2 **Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.
- 3.3 **Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.
- 3.4 **Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.
- 3.5 **Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

- 4.1 **General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.
- 4.2 **Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

Red Hat Partner Agreement

Dr. P. BANJITH KUMAR, M.E., P.E.

PRINCIPAL

M.A.M. School of Engineering
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5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
- 6.2 **Termination.**
- 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.

Red Hat Partner Agreement

Dr. P. RANJITH KUMAR, M.E., P.E.

PRINCIPAL

M.A.M. School of Engineering
Siruganur, Trichy-621 105.





1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.

Red Hat Partner Agreement
(1/2018)


Dr. PRANJITH KUMAR, M.E., Ph.D.,
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Red Hat Academy:



Red Hat Partner Agreement

 #8/20
Dr. P. RANJITH KUMAR, M.E., Ph.D.,

PRINCIPAL

M.A.M. School of Engineering
Siruganur, Trichy-621 105.



EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.

Red Hat Partner Agreement
(India)

Dr. P.RANJITH KUMAR, M.E., Ph.D.,
PRINCIPAL
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Siruganur, Trichy-621 105.



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Red Hat Confidential Information

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தமிழ்நாடு தமிழ்நாடு TAMIL NADU

76AB 310570

32.20 P. ரங்கித் இலாபன் சிவசுந்தரம்

R. பவித்ரா

R. பவித்ரா

Memorandum of Understanding

முத்திரைதாள் விற்பனையாக...
மேலும் எண்:1/2015/மா.ப.அ./தஞ்சை...
சமயபுரம்

This Memorandum of Understanding entered into on 05.02.20 at Trichy between M.A.M School of Engineering, Trichy an Institution, imparting and offering educational courses hereinafter referred to as ("M.A.M School of Engineering, Trichy) located at Trichy – 621 105, represented by the Principal of the College which expression shall unless repugnant to the context means and include its successors and assigns of the ONE PART and Pantech ProEd Pvt Ltd . Wherever the word College comes in this MOU it implies M.A.M School of Engineering, Trichy.

M.A.M School of Engineering, Trichy an Educational organization of with all modern facilities functioning at Trichy since 2010, operating with various Departments such as Department of Electronics & Communication Engineering , Department of Electrical & Electronics Engineering, Department of Computer Science Engineering, Department of

S. Aravind
05/02/2020

Aeronautical Engineering , Department of Mechanical Engineering & Department of Mechatronics Engineering.

Pantech ProEd Pvt Ltd is an acknowledged Institution in this part of the country. Pantech ProEd Pvt Ltd is currently focusing on Technical Trainings and Workshops. Pantech ProEd Pvt Ltd is represented herein by Mr.Avudaiyappan, Manager , Trichy (hereinafter referred to as "Pantech ProEd Pvt Ltd" which expression shall unless repugnant to the context mean and intrude its successors and assigns of the OTHER PART.

WHEREAS

The parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under a Memorandum of Understanding.

RESPONSIBILITIES OF INSTITUTION

M.A.M School of Engineering, Trichy shall provide entire infrastructure facilities including classrooms, laboratories, equipments, analytical tools and aids, library and qualified staff.

M.A.M School of Engineering, Trichy shall arrange necessary equipments for practical training to the students. The hire charges on equipments for the training will be borne by **M.A.M School of Engineering, Trichy**

The internal evaluation as a part of the examination work like classroom tests, assignments, seminars, etc. will be done by the concerned Departments of M.A.M School of Engineering, Trichy periodically.

The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by **M.A.M School of Engineering, Trichy** .

RESPONSIBILITIES OF THE INDUSTRY

To provide expert lecture sessions to the partnering department one in two months/
3 lectures per semester.



S. Aravind
05/02/2020

- To allow final year projects for 8 students / 2 batches.
- To permit one faculty visit to the manufacturing unit or industry.
- To depute workers/ technicians for training in college.
- To conduct campus interview for performing students.

MISCELLANEOUS

The collaborative ventures also include the scope for extending learning facility at the chosen centres of Pantech ProEd Pvt Ltd located outside Tamilnadu, without causing any hardship to the students of the M.A.M School of Engineering, Trichy .

Pantech ProEd Pvt Ltd shall also in association with M.A.M School of Engineering, Trichy , carry out Research Activities, to the mutual benefit of both . Research Activities shall be of a type, may it assisting the students in preparation / innovation of any new module or assist M.A.M School of Engineering, Trichy in any new area of Research, provided that lies in scope of Pantech ProEd Pvt Ltd.

All the terms and conditions of this MOU are subject to the approval of Commissioner of Technical Education, Chennai and the provisions of the Rules and Regulations of the Govt. of Tamilnadu.

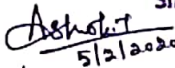
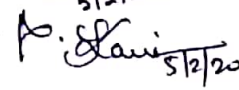
In witness whereof the parties have signed this Memorandum of Understanding of the day, month and year first herein above written.

For M.A.M School of Engineering, Trichy


PRINCIPAL P. HANJITH KUMAR
PRINCIPAL

M.A.M. School of Engineering,
Siruganur, Trichy-621 105.

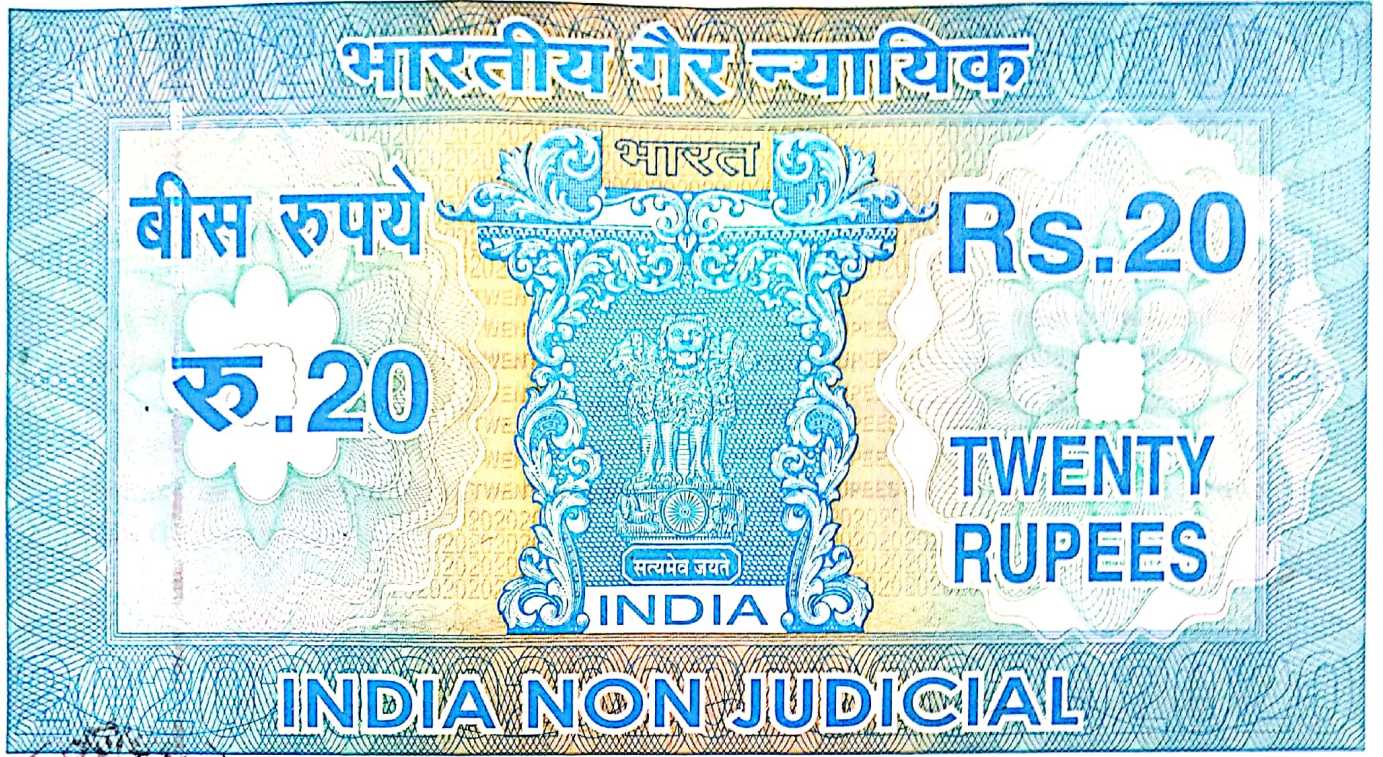
Witnesses:

1.  (T. ASHOK, TRAINING & PLACEMENT CELL)
5/2/2020
2.  (P. KAVITHA, H.O.D /ECE)
5/2/20

For Pantech ProEd Pvt Ltd


MANAGER





தமிழ்நாடு தமில்நாடு TAMIL NADU

ARSHIYA EDUCATIONAL
HEALTH AND CHARITABLE
TRUST

87AB 148109

R. Barithu

R. பனிரா

முத்திரைத்தாள் விற்பனையாளர்:
உரியம் எண்: 1/2015/மா.ப.அ./திருச்சி
சமயபுரம்

MEMORANDUM OF UNDERSTANDING

This Agreement is made ARSHIYA EDUCATIONAL HEALTH AND CHARITABLE TRUST (hereafter referred to as A the Company) of the one part, and R.K METAL INDUSTRIES (hereinafter referred to as B the Agency) of the other part.

BOTH PARTIES HEREBY AGREE AS FOLLOWS:

Effective Date

This Agreement shall be effective from December 30th 2020 and valid for a period of one year from commencement.



For R.K. METAL INDUSTRIES

N. K. Kumar

Proprietor

For ARSHIYA EDUCATIONAL HEALTH & CHARITABLE TRUST

R. Barithu

PRESIDENT

Scope of Services

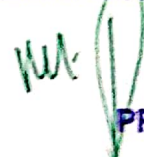
Based on the requirements of the Industry for various positions, the Agency will identify appropriate persons through either any one or a combination of means such as analysing the metals, threading skills and lathe operations. After in house assessments of the relevant skills and interviews, the Agency will send resumes of short listed appropriate candidates to the Industry for their review. Based on the Industry input, the Agency would arrange for interviews with Industry personnel.

To facilitate the above the Industry will:-

- For all positions, define and provide the Agency, recruitment criterion for each of the job family.
- Designate an Executive who would be a person of authority, to facilitate day-to-day coordination.
- Provide a day's induction to the Agency team designated to the account, to observe the interviews and understand the job/ process requirements.
- Allocate one day of the week, for a detailed feedback on the candidates forwarded by the Agency to the Industry during that week.
- Provide the Agency a quarterly rolling plan of their staffing requirements, along with the job specifications at the beginning of every month.
- Inform the Agency of any duplication of candidates within two days of receipt of the candidature.
- Treat all information regarding technology, tests, processes etc. in strictest confidence.
- Gross Annual compensation would cover the employees total cost to Industry including Basic, HRA/CLA, Fixed Allowances, LTA, Medical, Car related reimbursements, Retrials, Assured Performance Bonus. It would not include any component of a Variable nature such as Industry Bonus/Ex-gratia and Variable Performance Incentives that may be decided by the management from time to time.
- Taxes and levies if any, shall be extra
- On selection, the Industry must give the Agency a complete breakup of the compensation offered to enable the Agency to bill the Industry (shall be kept in strict confidence). In case some of the profiles are not short listed, the Industry will return the CVs to the Agency.
- All payments are to be made, after deduction of the applicable tax deduction at source, within 30 days of the Agency raising the invoice after the candidate joins the Industry, by way of an account payee cheque in favour of the Agency.

For R.K. METAL INDUSTRIES

Proprietor

For JYOTIYA EDUCATIONAL HEALTH & CHARITABLE TRUST

PRESIDENT

- All requisitions and requests and other work related communication from the Industry would be in writing.
- Unless otherwise agreed in writing, the Industry will not hire or solicit the employment of the agencies personnel without mutual consent during the period of agreement and six months thereafter for themselves.
- In case of a breach of contract the company would be liable to pay the agency three months cost to Industry of the person.
- In case any employee recruited through the Agency leaves the Industry within 3 month of having been recruited, the Agency shall then recruit a new employee to fill such a position and for the same, the Agency shall incur the complete cost of such recruitment.

Termination

Both the parties can terminate for convenience this Agreement, at any time for any reason upon written notice of one month to the other parties.

Confidentiality

Both the agency and the Industry shall at all times keep the information provided by each other in complete confidence.

For **ARSHIYA EDUCATIONAL HEALTH & CHARITABLE TRUST**

PRESIDENT

(M.A. PEER MOHAMED)
Authorized Signatory

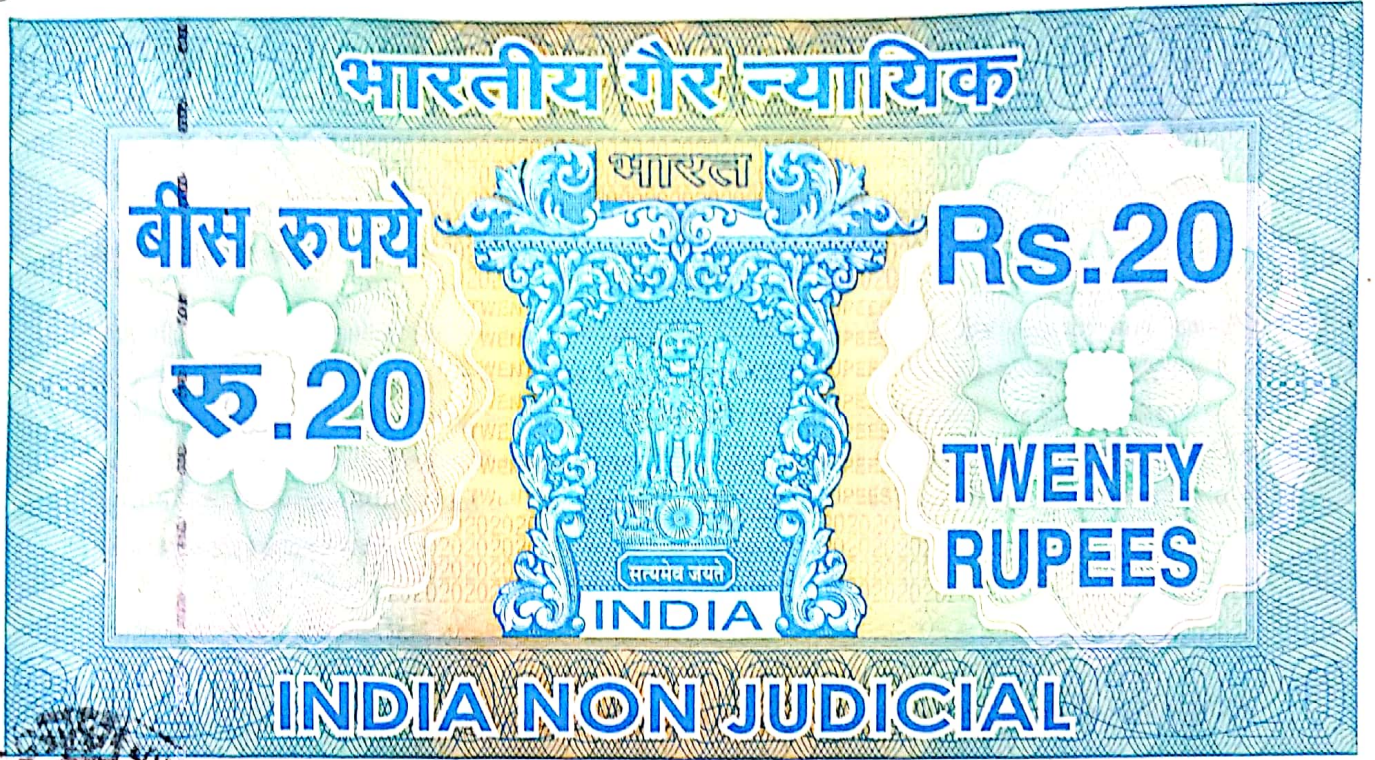
Date: _____

For R.K METAL INDUSTRIES

For **R.K. METAL INDUSTRIES**

(N.KANAGASABAPATHY)
Authorized Signatory

Date: _____



தமிழ்நாடு TAMIL NADU

ARSHIYA EDUCATIONAL
HEALTH AND CHARITABLE
TRUST.

87AB 148117

R. Banthi
R. பனித்ரா

முத்திரைத்தாள் விற்பனையாளர்
உண்மம் எண்: 1/2015/மா.ப.அ./திருச்சி
சமயபுரம்

MEMORANDUM OF UNDERSTANDING

This Agreement is made ARSHIYA EDUCATIONAL HEALTH AND CHARITABLE TRUST (hereafter referred to as A the Company) of the one part, and GAYATHRI MANUFACTURING COMPANY (hereinafter referred to as B the Agency) of the other part.

BOTH PARTIES HEREBY AGREE AS FOLLOWS:

Effective Date

This Agreement shall be effective from December 30th 2020 and valid for a period of three years from commencement.

For ARSHIYA EDUCATIONAL HEALTH & CHARITABLE TRUST

PRESIDENT

For GAYATHRI MANUFACTURING COMPANY

Proprietor

Scope of Services

Based on the requirements of the Industry for various positions, the Agency will identify appropriate persons through either any one or a combination of means such as analysing the metals, threading skills and lathe operations. After in house assessments of the relevant skills and interviews, the Agency will send resumes of short listed appropriate candidates to the Industry for their review. Based on the Industry input, the Agency would arrange for interviews with Industry personnel.

To facilitate the above the Industry will:-

- For all positions, define and provide the Agency, recruitment criterion for each of the job family.
- Designate an Executive who would be a person of authority, to facilitate day-to-day coordination.
- Provide a day's induction to the Agency team designated to the account, to observe the interviews and understand the job/ process requirements.
- Allocate one day of the week, for a detailed feedback on the candidates forwarded by the Agency to the Industry during that week.
- Provide the Agency a quarterly rolling plan of their staffing requirements, along with the job specifications at the beginning of every month.
- Inform the Agency of any duplication of candidates within two days of receipt of the candidature.
- Treat all information regarding technology, tests, processes etc. in strictest confidence.
- Gross Annual compensation would cover the employees total cost to Industry including Basic, HRA/CLA, Fixed Allowances, LTA, Medical, Car related reimbursements, Retrials, Assured Performance Bonus. It would not include any component of a Variable nature such as Industry Bonus/Ex-gratia and Variable Performance Incentives that may be decided by the management from time to time.
- Taxes and levies if any, shall be extra
- On selection, the Industry must give the Agency a complete breakup of the compensation offered to enable the Agency to bill the Industry (shall be kept in strict confidence). In case some of the profiles are not short listed, the Industry will return the CVs to the Agency.
- All payments are to be made, after deduction of the applicable tax deduction at source, within 30 days of the Agency raising the invoice after the candidate joins the Industry, by way of an account payee cheque in favour of the Agency.

For ARSHIYA EDUCATIONAL HEALTH & CHARITABLE TRUST

PRESIDENT

For GAYATHRI MANUFACTURING COMPANY

Proprietor

- All requisitions and requests and other work related communication from the Industry would be in writing.
- Unless otherwise agreed in writing, the Industry will not hire or solicit the employment of the agencies personnel without mutual consent during the period of agreement and six months thereafter for themselves.
- In case of a breach of contract the company would be liable to pay the agency three months cost to Industry of the person.
- In case any employee recruited through the Agency leaves the Industry within 3 month of having been recruited, the Agency shall then recruit a new employee to fill such a position and for the same, the Agency shall incur the complete cost of such recruitment.

Termination

Both the parties can terminate for convenience this Agreement, at any time for any reason upon written notice of one month to the other parties.

Confidentiality

Both the agency and the Industry shall at all times keep the information provided by each other in complete confidence.

For ARSHIYA EDUCATIONAL HEALTH AND
CHARITABLE TRUST

(M.A. PEER MOHAMED)
Authorized Signatory

Date: _____

For GAYATHRI MANUFACTURING COMPANY

For GAYATHRI MANUFACTURING COMPANY

(R. SHANMUGAM)
Authorized Signatory

Date: _____

Proprietor

For ARSHIYA EDUCATIONAL HEALTH & CHARITABLE TRUST

PRESIDENT



தமிழ்நாடு தமில்நாடு TAMIL NADU

ALPHA CADD
CHENNAI.

63AB 377947

Mobile: 9894854592

S. EKAMBARAM, (S.V.)

L.No. 3202/D1/97,

105-B, PUTHERI St., (S.V.N. St.)

BIG KANCHIPURAM - 631 502.

Date: 1...2...MAR.2019

MEMORANDUM OF UNDERSTANDING

Between

M.A.M. SCHOOL OF ENGINEERING

And

ALPHACADD

1. This Memorandum of Understanding (herein after called as MoU) is entered into by and between M.A.M. SCHOOL OF ENGINEERING, (herein after called as M.A.M.S.E), leading Certified and dedicated Engineering Institution committed for imparting Quality Technical and Management Education since 2010 located at Siruganur, Tiruchirappalli, Tamil Nadu 621 105. and AlphaCADD located at No.#1, 1st Floor, Beteson's Complex, Ramasamy Street, West Tambaram, Chennai – 600045.

[Signature]

2. The spirit of the MoU is to synergize the various resources available with **AlphaCADD Viz.**, Technical and Managerial expertise in the area of 2D Drawing(AUTOCAD),3D Modeling(CREO,SOLID WORKS, CATIA,ANSYS),3D printing, 3D Scanning, Concept design Vs Retrofit design, Quality & measuring equipment, GD&T-Geometrical Dimensioning & Tolerancing, Industrial standards for Engineering drawing, Drawing study and analysis (Includes Format, Scale, Angle of Projection, features and Dimensions), Production failure and its Analysis, Rapid proto type building, Mechanism & Drawing Automation, Sheet Metal Design Calculation and **M.A.M.S.E Viz.**, Infrastructural facilities such as Laboratories, Equipments and Technical Expertise, Literature in the form of Books, Periodicals, Journals and e-learning etc. from our Knowledge Resource Center for mutual benefits.

3. The interaction between **AlphaCADD** and **M.A.M.S.E** shall broadly include the following aspects:

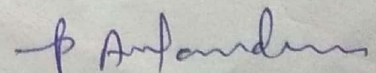
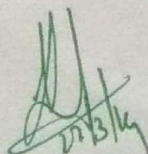
- a) Visit of personnel for the purpose of delivering Guest Lectures, Presentations of Technical Papers in conference, Workshops and Industrial Visits.
- b) Joint analysis and Periodical study of day to day as well as long standing problems in order to find out solution and to eliminate the problems on either side.
- c) Carrying out innovative and socially relevant Projects by students and staff of **M.A.M.S.E** and also providing training to students and staff.
- d) Deputing Personal and to provide moral support from **AlphaCADD** for conducting education Programs.
- e) Joint Publications / Presentations of research Papers.
- f) Guiding eligible students of **M.A.M.S.E** for Career growth, In-Plant Traininig, Internship, Students Project and Employment Opportunities at **AlphaCADD**.

4. All the technical data and information shared between **M.A.M.S.E** and **AlphaCADD** will be kept confidential and will not be divulged to a third party or published without mutual consent.

5.Both **M.A.M.S.E** and **AlphaCADD** shall be bound to Rules and Regulations, Stipulations framed by each party during the period of MoU.

6. This MoU will be valid for a period of 4 years from the date of signing and can be renewed by mutual consent of the parties.

7. This MoU shall be terminated at any point time by either party without any liability by giving 3 months prior notice to the other party



JOINT DECLARATION

It is hereby declared that we jointly agree for the Memorandum of Understanding signed between M.A.M.S.E and AlphaCADD. It also understands that the MoU is signed purely for the welfare of the student community, staff, industry and society.



For

M.A.M. SCHOOL OF ENGINEERING

PRINCIPAL

For

AlphaCADD



MANAGING DIRECTOR

Date : 27-03-2019

Witness

1 (Dr. M. Panneerselvam)

2 [MANOJ RICHARDS.A]



தமிழ்நாடு தமிழ்நாடு TAMILNADU



DREAMZ INDUSTRY

TRICHY

BX 535963

P. Swaminathan

P. SWAMINATHAN
S.V.T.T.O. TRICHY
S.V. LICENCE No. 615/88
TAMILNADU

18.7.2019

Memorandum of Understanding

between

M.A.M. SCHOOL OF ENGINEERING
&
DREAMZ INDUSTRY

Preamble:

Interaction between industries and technical institutions will provide immense mutual benefits and also will satisfy their relevance. Realising this objective, this college and the industry named above have signed this MOU in order to achieve the desired objectives.

About M.A.M. School of Engineering:

M.A.M. School of Engineering, affiliated to Anna University, Chennai and approved by the All India Council of Technical Education (AICTE) was established on 16th August 2010. The college secured ISO 9001:2008 certifications and maintains the Quality Management Systems and procedures to enhance its quality objectives.

M.A.M. School of Engineering, founded by the lofty mission and vision of its founder, Janab M. Abdul Majedu under the guidance of a noted engineer, academician and an administrator, Dr. S. Sathikh, the former Vice Chancellor of the University of Madras and led by Er. M. Peer Mohamed, its Correspondent under the directorship of Prof C. Rajagopalan, who is also an accomplished academician and an administrator, with a number of laurels and achievements to his credit.

M.A.M. School of Engineering which began to admit students in the academic year, 2009-2010 is currently in the 9th year of its relentless service to the cause of the Muslim minority, the economically weaker, socially marginalized and the underprivileged sections of the nation. Since the time of its inception, the college has grown enormously to have about one thousand students across the UG and the PG departments, all of which are proudly accredited by the National Assessment and Accreditation Council NAAC, New Delhi.

M.A.M. School of Engineering offers Under Graduate B.E., degree programmes in Aeronautical Engineering, Computer Science and Engineering, Electrical & Electronics Engineering, Electronics & Communication Engineering, Mechatronics Engineering, Mechanical Engineering. In addition, it also offers Post Graduate programme leading to M.E in Power Electronics and Drives, Computer Integrated Manufacturing.

Vision

To deliver the highest quality engineering education, create cutting edge research and innovative technology for the benefit of the society locally and globally.

Mission

To be recognized as a leader in engineering education, research and the application of knowledge to benefit the society globally.

Quality policy

M.A.M School of Engineering College is committed to provide value based education in Engineering and Technology through continuous improvement for the satisfaction of its stakeholders

About Dreamz Industry:

Dreamz Industry, established in Sidco industrial estate, Trichy, Tamilnadu, India, is one of the leading company which processing of welding and fabrication. Since its developed in the year of 2000, one of the vendor for BHEL and also doing components such as pressure parts, vessels etc. under the able guidance of Mr. S. Jepsingh, Managing Partner who has considerable experience in the field for 15 years. This company has good exposure to product quality and customer value. The company is primarily located in No.23, Sidco industrial estate, Tiruverumbur, Trichy: 620014. The company has more workspace with excellent office and work environment. We are having sufficient well experienced skilled workers and capable of doing welding in ARC, GAS and TIG. Our company is well equipped with machines, heat treatment electric furnace welding facilities.

Area of interaction between Dreamz Industry and MAMSE:


The proposed interaction will include the following

- 1) Encouraging and allowing the students of the college to undergo in-plant training with the working groups of the industry so as to increase their knowledge level.
- 2) Encouraging the faculty member to offer consultancy to the technical problems faced by the industry.
- 3) Recruiting the students of MAMSE on priority basis.
- 4) Consultancy services on product development, Industrial projects, Software application development and other services.

Terms of Agreement:

- 1) This agreement is valid for a period of five years from 19.08.2019 and maybe extended further on mutual consent.
- 2) This MOU can be terminated with 3 months' notice on either side.
- 3) This agreement is governed and concerned will be the coordinator for interaction on behalf of MAMSE.
- 4) Dreamz Industry will nominate a representative for the interaction.

For DREAMZ INDUSTRY


S. JEPSA SINGH
Managing Partner

Managing Partner

Dreamz Industry,
No.23, Sidco industrial estate,
Tiruverumbur,
Trichy: 620014




Correspondent

For M.A.M School of Engineering
Trichy-Chennai Trunk Road
Siruganur
Trichy: 621 105

Correspondent
M.A.M SCHOOL OF ENGINEERING
Siruganur, Trichy - 621 105.



தமிழ்நாடு தமில்நாடு TAMILNADU



K.R. MURTHE WELDING WORKS
TRICHY

BX 535965
P. SWAMINATHAN
S.V.T.T.O. TRICHY
G.V. LICENCE No. 615/86
TAMILNADU

18.7.2019

**Memorandum of Understanding
between
M.A.M. SCHOOL OF ENGINEERING
&
K.R.MURTHE WELDING WORKS**

Preamble:

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For K.R. Murthe Welding Works

Partner
(K. Ganesan)

M.A.M. School of Engineering founded by the lofty mission and vision of its founder, Janab M. Abdul Majedu under the guidance of a noted engineer, academician and an administrator, Dr. S. Sathikh, the former Vice Chancellor of the University of Madras and led by Er. M. Peer Mohamed, its Correspondent under the directorship of Prof C. Rajagopalan, who is also an accomplished academician and an administrator, with a number of laurels and achievements to his credit.

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About K.R.Murthe Welding Works:

K.R.Murthe Welding Works, established in Valavanthan kottai, Trichy, Tamilnadu, India, is one of the leading company which processing of welding and fabrication. Since its developed in the year of 2000, one of the vendor for BHEL and also doing components such as pressure parts, vessels etc. under the able guidance of Mr.K.Ganesan, Proprietor who has considerable experience in the field for 15 years. This company has good exposure to product quality and customer value. The company is primarily located Sidco-175, Women industrial estate, Valavanthan kottai, Trichy:620014. The company has more workspace with excellent office and work environment. We are having sufficient well experienced skilled workers and capable

For K.R. Murthe Welding Works



Partner
(K. Ganesan)

of doing welding in ARC, GAS and TIG. Our company is well equipped with machines, heat treatment electric furnace welding facilities.

Area of interaction between K.R.Murthe Welding Works and MAMSE:

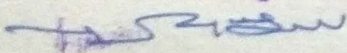
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- 4) K.R.Murthe Welding Works will nominate a representative for the interaction.

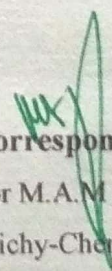
For K.R. Murthe Welding Works



Partner
(K. Ganesan)

Proprietor

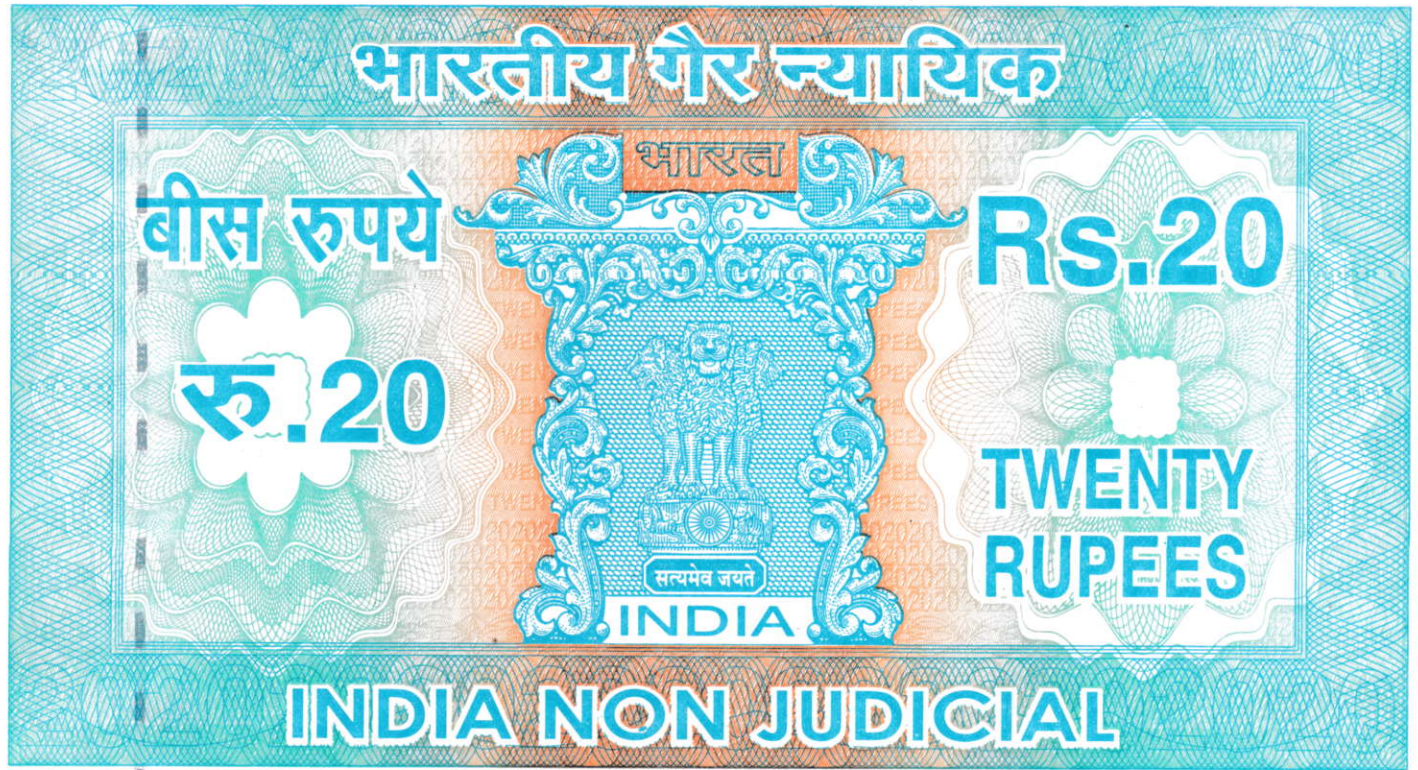
K.R.Murthe Welding Works,
Sidco-175, Women industrial estate,
Valavanthan kottai,
Trichy-620015,



Correspondent

For M.A.M School of Engineering
Trichy-Chennai Trunk Road
Siruganur
Trichy:621105

CORRESPONDENT
M.A.M SCHOOL OF ENGINEERING



தமிழ்நாடு தமில்நாடு TAMIL NADU

01-8-2019 M.A.M. SCHOOL OF ENGINEERING 71AB 009319
TRICHY

D. ASOKKUMAR, S.V
Gandhi Road, Srirangam
Trichy, Tamilnadu, L.No:1201/93

Memorandum of Understanding for Skill Development and Training

BETWEEN

**Siemens Centre of Excellence in
Manufacturing
National Institute of Technology
TIRUCHIRAPPALLI**

AND



M.A.M. School of Engineering

Siruganur, Trichy- 621105

The Agreement is executed on this 02 day of August month, 2019 (Effective Date) by and between:

Siemens Centre of Excellence in Manufacturing hereinafter called the "Siemens CoE or CoE" functioning in National Institute of Technology, Tiruchirappalli, a premier academic Institution of International repute incorporated under National Institute of Technology Act, 2007 having its permanent campus and office at Tanjore main road, National Highway 67, near BHEL, Tiruchirappalli, Tamilnadu 620015 (hereafter referred to as 'NIT Trichy', which expression shall include its successors and assigns) of the first part;

And

M.A.M. School of Engineering, Trichy hereinafter called the "M.A.M.S.E" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the second part;

WHEREAS:

1. The National Institute of Technology (formerly known as Regional Engineering College) Tiruchirappalli, situated in the heart of Tamil Nadu on the banks of river Cauvery, was started as a joint and co-operative venture of the Government of India and the Government of Tamil Nadu in 1964 with a view to catering to the needs of man-power in technology for the country. The college has been conferred with autonomy in financial and administrative matters to achieve rapid development. Because of this rich experience, this institution was granted Deemed University Status with the approval of the UGC/AICTE and Govt. of India in the year 2003 and renamed as National Institute of Technology, thereafter.
2. Siemens CoE established in 2018 at NIT, Trichy premises with 90% investment from Siemens and 10% investment from NIT, Trichy. The CoE operates with a primary objective of creating a robust technical education eco-system through its experience in industrial products and services. This Siemens CoE is intended to



U. Dammam
2/8/19

WAG

bridge today's gap between industry requirements and technical education, and provide solution that makes technical institutes be more aligned with industry needs and make engineering graduate students, industry compliant / on par with industry expectations.

3. Siemens CoE has 12 sophisticated Laboratories for Design and Validation, Advanced Manufacturing, Test and Optimization, Automation, Electrical and Energy savings, Process Instrumentation, Mechatronics, CNC Machines, CNC Controller, Robotics, Rapid Prototyping and Internet of Things through which different services are offered to Academic Institutions and Industries.

4. Vision - Siemens CoE

- a. To provide skill excellence through Training, R&D and Consultancy for robust Industry relevant technical education eco-system.

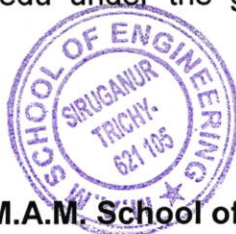
5. Mission - Siemens CoE

- a. To offer certified skill development programmes for enhancing placement opportunities
- b. To promote industry-academia partnership by engaging in extensive consultancy services
- c. To engage in Research and Development for societal benefits and uplift
- d. To strategically align with Institute's Vision and Mission for building the brand image of NITT

6. Details of M.A.M. SCHOOL OF ENGINEERING

- M.A.M. School of Engineering, affiliated to Anna University, Chennai and approved by the All India Council of Technical Education (AICTE) was established in the year 2010.
- M.A.M. School of Engineering, founded by the lofty mission and vision of its founder, Janab M. Abdul Majedu under the guidance of a noted engineer,

M. A. M. School of Engineering
2/8/19



MA

academician and an administrator, Dr. S. Sathikh, the former Vice Chancellor of the University of Madras and led by Er. M. Peer Mohamed, its Correspondent.

M.A.M. School of Engineering which began to admit students in the academic year, 2009-2010 is currently in the 9th year of its relentless service to the cause of the muslim minority, the economically weaker, socially marginalized and the underprivileged sections of the nation. Since the time of its inception, the college has grown enormously to have about one thousand students across the UG and the PG departments, all of which are proudly accredited by the National Assessment and Accreditation Council NAAC, New Delhi.

- M.A.M. School of Engineering offers Under Graduate B.E., degree programmes in Aeronautical Engineering, Computer Science and Engineering, Electrical & Electronics Engineering, Electronics & Communication Engineering, Mechatronics Engineering, Mechanical Engineering. In addition, it also offers Post Graduate programme leading to M.E in Power Electronics and Drives, M.E Computer Integrated Manufacturing

The Siemens CoE, National Institute of Technology, Tiruchirappalli, India enters into the following Agreement to offer Skill Development, Training and other related services to M.A.M. School of Engineering.

1. Siemens CoE offers various skill development courses across different disciplines. M.A.M. School of Engineering commits to send 100 number of students/faculty every year for such courses. The timing/duration of the courses shall be arrived on mutually agreed dates. The CoE offers 20-40% discount on the regular advertised course fee depending on the demand.
2. A student/faculty who has completed any CoE offered courses will be given 10 Hours of free Lab usage time after the course within one year duration. The timing will be decided by the CoE based on the availability.
3. Siemens CoE offers the resources for student projects on chargeable basis. It is the responsibility of the faculty mentor from M.A.M. School of Engineering to

monitor the progress. The CoE shall not offer any certification for such usage but shall provide an attendance certificate.

4. Siemens CoE offers Internships to students. The CoE can accommodate a reasonable number of students depending on the demand.
5. The faculty of M.A.M. School of Engineering shall submit funding/consultancy proposals quoting the Siemens CoE resources. In such cases, a NITT faculty will be the Co-PI and budgeting need to be arrived through mutual discussion before submission.
6. Siemens CoE periodically conducts workshops/symposiums/conferences etc.. For such events, any participant from M.A.M. School of Engineering will get 25% discount on the Registration fee.
7. M.A.M. School of Engineering shall organize events such as workshops/symposiums/conferences jointly with Siemens CoE. In such cases, the financial implications need to be discussed and to be approved by competent authorities before the event.
8. Siemens CoE will not be responsible for safety of the students outside the NITT premises. M.A.M. School of Engineering should instruct their students clearly on the safety and precautionary measures.
9. Siemens CoE will not be responsible for loss/theft or damage of any of the student's belongings. M.A.M. School of Engineering should instruct their students clearly on the precautionary measures.
10. The implementation of specific activities will be separately agreed between both institutions on need basis.
11. Other terms and conditions which are not provided in this Agreement will be deliberated and agreed upon by the institutions hereto.



HA.


12. This Agreement is established in English language and is valid from the date of signing by the representatives of the institutions. The institutions hereto have executed this Agreement in duplicate, and each institution shall keep one copy of the originals.
13. This agreement shall be governed by and construed in accordance with the laws of India.
14. The two parties will consult each other and attempt to resolve disputes or misunderstandings that arise in the administration of this agreement informally.
15. This agreement shall be valid for a period of three years from the date both signatures are affixed to this document or before if terminated by mutual agreement of both. This agreement may be terminated by either party after one hundred and twenty (120) days following receipt of a written notification of intent to terminate by the other party.
16. If a proposal to renew this agreement is not presented before the end validity period, it will be terminated automatically at the end of three years.
17. This is a non-exclusive MoU.

SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the agreement and having equal legal validity.

By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of understanding to be executed, effective as of the day and year first above written.

Signed and delivered on behalf of by


2/8/19
Siemens CoE, NITT Page 6 of 7 M.A.M. School of Engineering




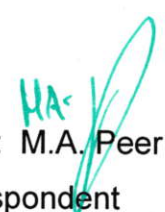
MAJ

Dr.-Ing.M.Duraiselvam, Head, Siemens CoE, National Institute of Technology, Tiruchirappalli, in the presence of Dr.M.Umapathy, Dean (Research and Consultancy), National Institute of Technology, Tiruchirappalli.

For and on behalf of Siemens CoE


For and on behalf of M.A.M.S.E


Name: Dr.-Ing. M. Duraiselvam
Head, Siemens CoE
NIT Tiruchirappalli

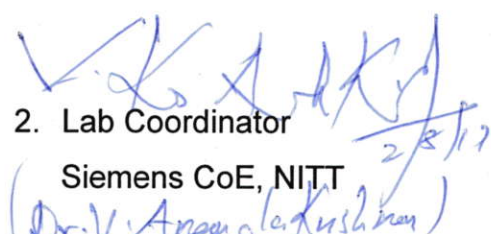

Name: M.A. Peer Mohamed
Correspondent
M.A.M. School of Engineering


In presence of

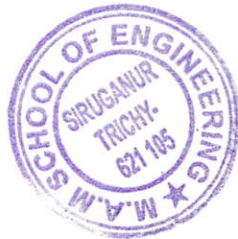
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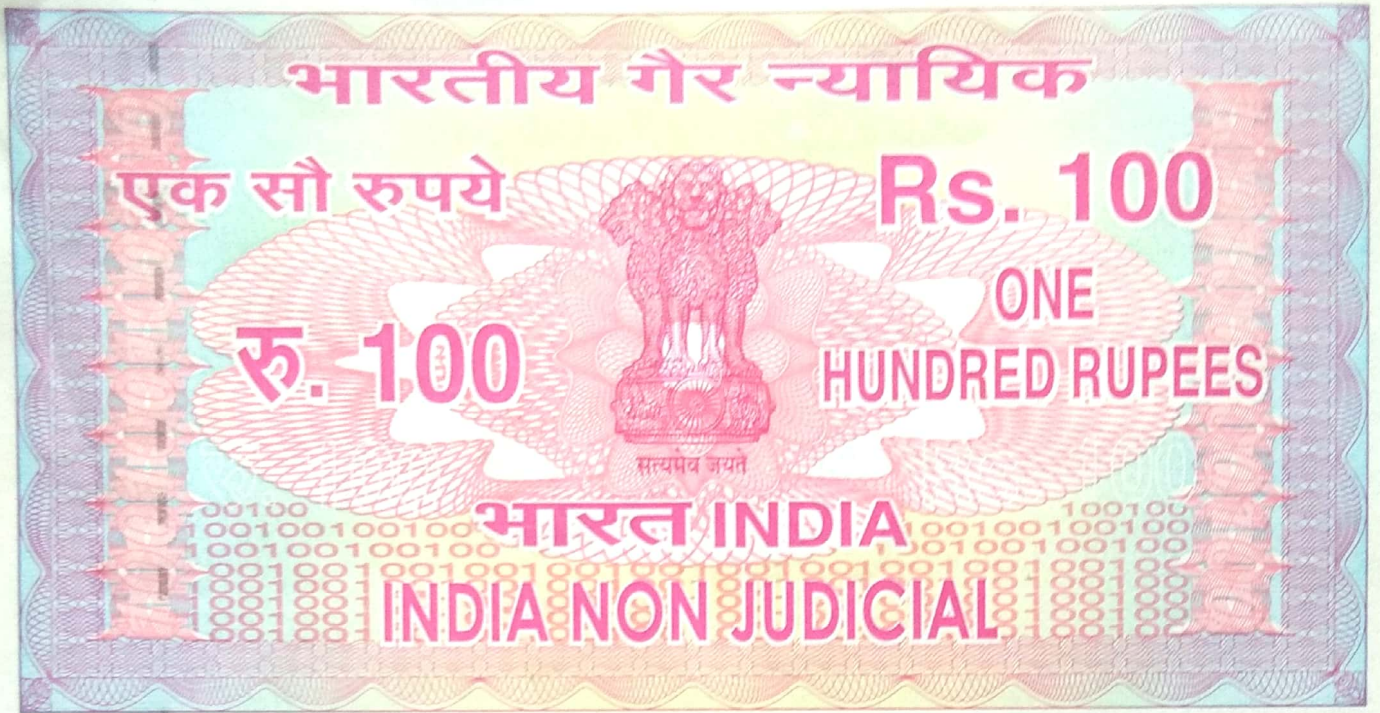

1. Dr. M. Umapathy
Dean (Research and Consultancy)


1. Dr. P. Ranjith Kumar
Principal/ M.A.M.S.E


2. Lab Coordinator
Siemens CoE, NITT


2. Dr. P.V.K. Perumal
Dean(R&D)/ M.A.M.S.E





தமிழ்நாடு தமிழ்நாடு TAMILNADU



R.K. METAL INDUSTRIES
TRICHY

BX 535962
[Signature]
P. SWAMINATHAN
S.V.T.T.O. TRICHY
S.V. LICENCE No. 615/86
TAMILNADU
18.7.2019

Memorandum of Understanding
between
M.A.M. SCHOOL OF ENGINEERING
&
R.K METAL INDUSTRIES

Preamble:

Interaction between industries and technical institutions will provide immense mutual benefits and also will satisfy their relevance. Realising this objective, this college and the industry named above have signed this MOU in order to achieve the desired objectives.

About M.A.M. School of Engineering:

M.A.M. School of Engineering, affiliated to Anna University, Chennai and approved by the All India Council of Technical Education (AICTE) was established on 16th August 2010. The college secured ISO 9001:2008 certification and maintains the Quality Management Systems and procedures to enhance its quality objectives.

M.A.M. School of Engineering founded by the lofty mission and vision of its founder, Janab M. Abdul Majedu under the guidance of a noted engineer, academician and an administrator, Dr. S. Sathikh, the former Vice Chancellor of the University of Madras and led by Er. M. Peer Mohamed, its Correspondent under the directorship of Prof C. Rajagopalan, who is also an accomplished academician and an administrator, with a number of laurels and achievements to his credit.

M.A.M. School of Engineering which began to admit students in the academic year, 2009-2010 is currently in the 9th year of its relentless service to the cause of the Muslim minority, the economically weaker, socially marginalized and the underprivileged sections of the nation. Since the time of its inception, the college has grown enormously to have about one thousand students across the UG and the PG departments, all of which are proudly accredited by the National Assessment and Accreditation Council NAAC, New Delhi.

M.A.M. School of Engineering offers Under Graduate B.E., degree programmes in Aeronautical Engineering, Computer Science and Engineering, Electrical & Electronics Engineering, Electronics & Communication Engineering, Mechatronics Engineering, Mechanical Engineering. In addition, it also offers Post Graduate programme leading to M.E in Power Electronics and Drives, Computer Integrated Manufacturing.

Vision

To deliver the highest quality engineering education, cerate cutting edge research and innovative technology for the benefit of the society locally and globally.

Mission

To be recognized as a leader in engineering education, research and the application of knowledge to benefit the society globally.

Quality policy

M.A.M School of Engineering College is committed to provide value based education in Engineering and Technology through continuous improvement for the satisfaction of its stake holders.

About R.K Metal Industries :

R.K Metal Industries established in Trichy, Tamilnadu, India, is one of the leading company which processing of welding and fabrication. Since its inception in the year1980, company showing giant leap in surface treatment components under the able guidance of Mr. N. Kanagasabapathy, Proprietor who has considerable experience in the field for 30 years. This company has good exposure to product quality and customer value. The company is primarily located in the heart of No.32/4, IIIrd street, Nehru Nagar,

Kajamalai main road, Trichy-620023, and well connected to road and communication. The company has work space of 4,000 Sq. ft. with excellent office and work environment.

The company is one of the registered vendors for the following firms for carrying out the above operations.

- 1) M/s Bharat Heavy Electricals Limited, Tiruverumbur, Trichy
- 2) M/s Rane TRW steering Ltd, Viralimalai
- 3) M/s Xomax Sanmar Pvt Ltd, Viralimalai
- 4) M/s Irizar Tvs Ltd, Viralimalai.

We are having sufficient well experienced skilled workers and capable of doing welding in ARC, GAS and TIG. Our company is well equipped with machines, heat treatment electric furnace welding facilities.

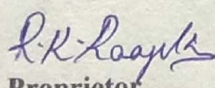
Area of interaction between R.K. Metal Industries and MAMSE:

The proposed interaction will include the following

- 1) Encouraging and allowing the students of the college to undergo in-plant training with the working groups of the industry so as to increase their knowledge level.
- 2) Encouraging the faculty member to offer consultancy to the technical problems faced by the industry.
- 3) Recruiting the students of MAMSE on priority basis.
- 4) Consultancy services on product development, Industrial projects, Software application development and other services.

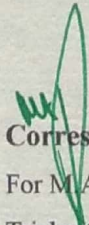
Terms of Agreement:

- 1) This agreement is valid for a period of five years from 19.08.2019 and maybe extended further on mutual consent.
- 2) This MOU can be terminated with 3 months' notice on either side.
- 3) This agreement is governed and concerned will be the coordinator for interaction on behalf of MAMSE.
- 4) R.K Metal Industries will nominate a representative for the interaction.

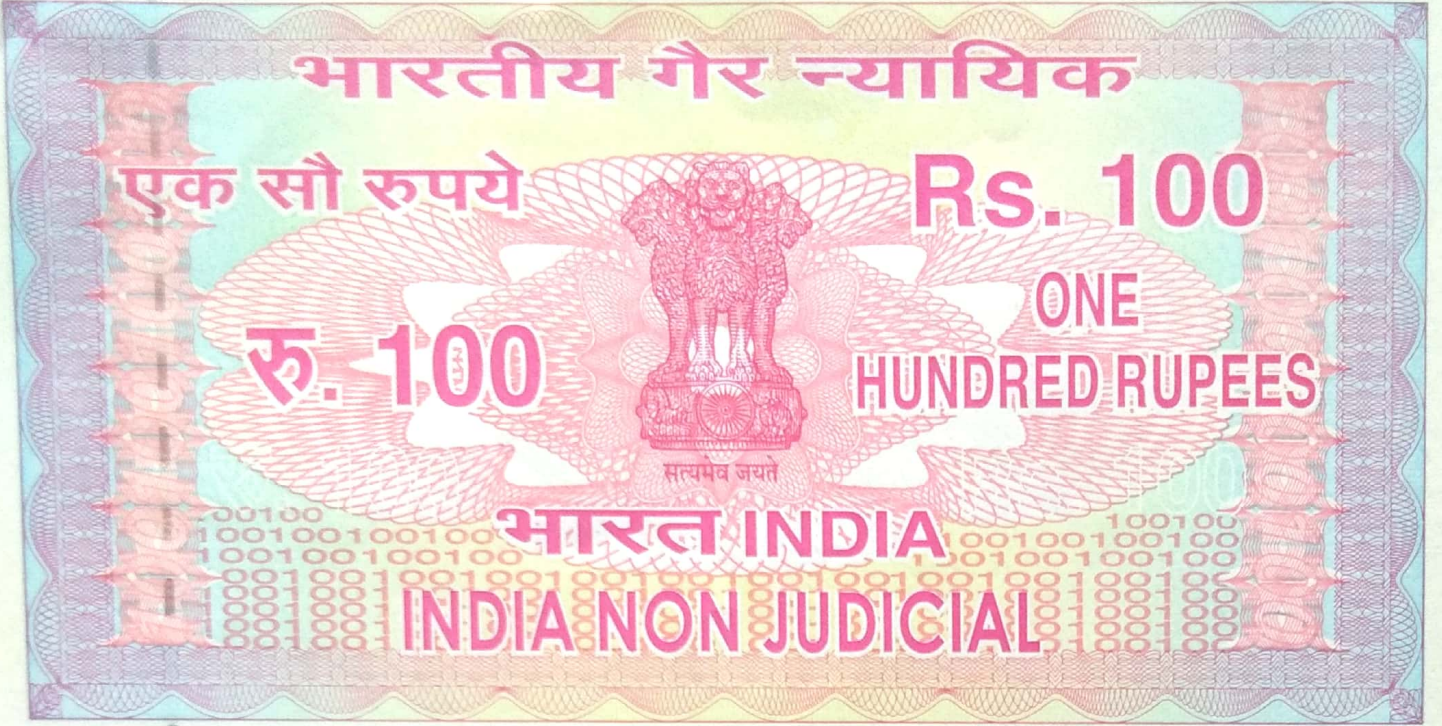

Proprietor
R.K Metal Industries,
No: 2 Sidco Industries,
Thiruverumbur,
Trichy:620013

P. K. METAL INDUSTRIES
SIDCO INDUSTRIAL ESTATE
TEIGO, THIRUVERUMBUR
TRICHY 620 014




Correspondent
For M.A.M School of Engineering
Trichy-Chennai Trunk Road
Siruganur
Trichy:621105

CORRESPONDENT
M.A.M SCHOOL OF ENGINEERING



தமிழ்நாடு தமிழ்நாடு TAMILNADU



ASTRAS ENGINEERING WORKS
TRICHY

BX 535964
[Signature]
P. SWAMINATHAN
S.V.T.T.O, TRICHY
S.V. LICENCE No. 615/86
TAMILNADU
18. 7. 2019

Memorandum of Understanding
between
M.A.M. SCHOOL OF ENGINEERING
&
ASTRAS ENGINEERING WORKS

Preamble:

Interaction between industries and technical institutions will provide immense mutual benefits and also will satisfy their relevance. Realising this objective, this college and the industry named above have signed this MOU in order to achieve the desired objectives.

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Vision

To deliver the highest quality engineering education, create cutting edge research and innovative technology for the benefit of the society locally and globally.

Mission

To be recognized as a leader in engineering education, research and the application of knowledge to benefit the society globally.

Quality policy

M.A.M School of Engineering College is committed to provide value based education in Engineering and Technology through continuous improvement for the satisfaction of its stake holders

About Astras Engineering Works:

Astras Engineering Works, established in Sangiliyandapuram, Trichy, Tamilnadu, India, is one of the leading company which processing of machining work. Since its developed in the year of 2002, one of the vendor for BHEL and also doing turning, CNC turning, milling, CNC milling etc. under the able guidance of Mr.B.Sankar, Proprietor who has considerable experience in the field for 18 years. This company has good exposure to product quality and customer value. The company is primarily located in No.9, 1st elango street, Sangiliyandapuram, Trichy: 620014. The company has more workspace with excellent office and work environment. Our company have well equipped machining facilities.

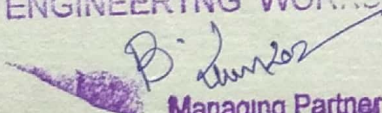
Area of interaction between Astras Engineering Works and MAMSE:

The proposed interaction will include the following

- 1) Encouraging and allowing the students of the college to undergo in-plant training with the working groups of the industry so as to increase their knowledge level.
- 2) Encouraging the faculty member to offer consultancy to the technical problems faced by the industry.
- 3) Recruiting the students of MAMSE on priority basis.
- 4) Consultancy services on product development, Industrial projects, Software application development and other services.

Terms of Agreement:

- 1) This agreement is valid for a period of five years from 19.08.2019 and maybe extended further on mutual consent.
- 2) This MOU can be terminated with 3 months' notice on either side.
- 3) This agreement is governed and concerned will be the coordinator for interaction on behalf of MAMSE.
- 4) Astras Engineering Works will nominate a representative for the interaction.

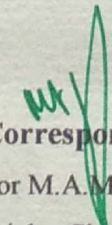
ASTRAS ENGINEERING WORKS

Managing Partner

Proprietor

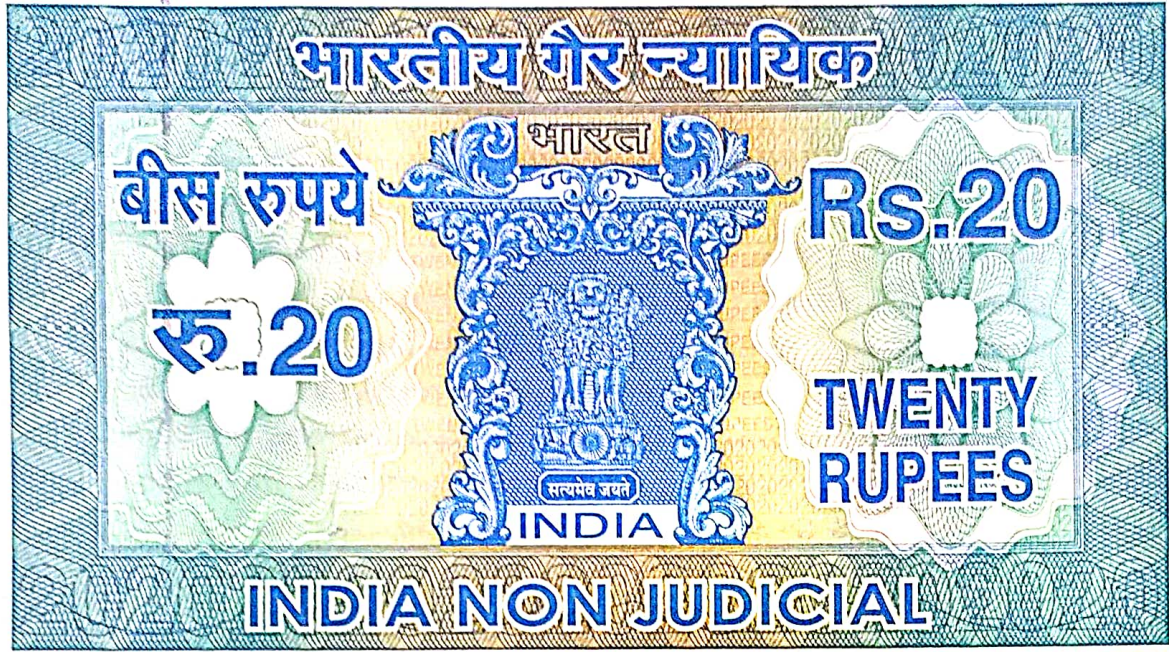
Astras Engineering Works
No.9, 1st elango street
Sangiliyandapuram
Trichy: 620001



Correspondent


For M.A.M School of Engineering
Trichy-Chennai Trunk Road
Siruganur
Trichy: 621105

CORRESPONDENT
M.A.M SCHOOL OF ENGINEERING



தமிழ்நாடு தமிழ்நாடு TAMIL NADU
13 11. 2019 M.A.M School of Engineering
Sivuganur.
78AB 798807
K. சிவா, S.V. No. 1186/85
எண்: 3, இ.சா.ப. அலுவலகம்,
Lவுள்ளால், திருச்சி-2.



Memorandum of Understanding

This Memorandum of Understanding entered into on 13th November 2019 at Trichy between M.A.M School of Engineering, Trichy an Institution, imparting and offering educational courses herein after referred to ("M.A.M School of Engineering, Trichy") located at Trichy - 621 105, represented by the Principal of the College which expression shall unless repugnant to the context means and include its successors and assigns of the ONE PART and Propeller Technologies Research and Development Pvt Ltd, Trichy. Wherever the word College comes in this MOU it implies M.A.M School of Engineering, Trichy.

M.A.M School of Engineering, Trichy an Educational organization wherein all modern facilities functioning at Trichy since 2010, operating with various Departments such as Department of Electronics & Communication Engineering, Department of Electrical & Electronics Engineering, Department of Computer Science Engineering,

Department of Aeronautical Engineering , Department of Mechanical Engineering & Department of Mechatronics Engineering.

Propeller Technologies Research and Development Pvt Ltd is a young fast growing company which deals in the domain of Robotics, Embedded systems, Product development and industrial solutions. Particularly the company focuses in educational domain to bridge the gap between industry demands and current academics offering in institutes. Propeller Technologies Pvt Ltd is represented herein by Mr.Aashik Rahman, chief executive officer (here in after referred to as "Propeller Technologies Pvt Ltd" which expression shall unless repugnant to the context mean and intrude its successors and assigns of the OTHER PART.

WHEREAS

The parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under this Memorandum of Understanding.

RESPONSIBILITIES OF INSTITUTION

- M.A.M School of Engineering, Trichy shall provide entire infrastructure facilities including arranging classrooms, laboratories, equipments, analytical tools and aids, library and qualified staff to assist.
- M.A.M School of Engineering, Trichy shall arrange necessary equipments for practical training to the students. The internal evaluation as a part of the examination work like classroom tests, assignments, seminars, etc. will be done by the concerned Departments of M.A.M School of Engineering, Trichy periodically.
- The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by M.A.M School of Engineering, Trichy.

RESPONSIBILITIES OF THE INDUSTRY

- To conduct one workshop per semester.
- To provide expert lecture sessions to the partnering department one in two months or 3 lectures per semester.

- To allow final year projects for 8 students / 2 batches.
- To depute workers/ technicians for training in college.
- To conduct campus interview for performing students.
- To permit internship for the students.
- To provide moral support for conducting education programs like seminar, guest lecture, project presentation and etc.
- To provide support for carrying the innovative and socially relevant projects with the students and staff of M.A.M School of Engineering.
- To provide a support to submit proposal in DRDO, DST, AICTE and leading organizations.
- To provide technical support to the faculties of M.A.M School of Engineering to do their research work.
- Joint publication and presentation of research paper and patent.

MISCELLANEOUS

The collaborative ventures also include the scope for extending learning facility at the Centre of Propeller Technologies Research and Development Pvt Ltd, without causing any hardship to the students and staff of the M.A.M School of Engineering, Trichy.

Propeller Technologies Research and Development Pvt Ltd shall also in association with M.A.M School of Engineering, Trichy, carry out Research Activities, to the mutual benefit of both. Research Activities shall be of a type, may it assisting the students in preparation / innovation of any new module or assist M.A.M School of Engineering, Trichy_ in any new area of Research, provided that lies in the scope of Propeller Technologies Pvt Ltd.

All the terms and conditions of this MOU are subject to the approval of Commissioner of Technical Education, Chennai and the provisions of the Rules and Regulations of the Govt. of Tamilnadu.

In witness where of the parties have signed this Memorandum of Understanding of the day, month and year first hereinabove written.

TIME FRAME

This MOU is valid for 5 years from the date of signing and will be renewed for a further period on mutually agreed terms and conditions.

For

M.A.M School of Engineering, Trichy



PRINCIPAL

Date: 13. 11. 2019

PRINCIPAL
M.A.M. SCHOOL OF ENGINEERING
SIRIGANUR, TIRUCHIRAPPALLI-621 105.

For

Propeller Technologies Research
and Development Pvt. Ltd.



CHIEF EXECUTIVE OFFICER

Witnesses:

1. M. Chelkuty
10/11/19.



NEW PROPELLER TECHNOLOGIES

Research & Development Pvt Ltd

No: 57, WB road, Trichy - 8
www.propellertechnologies.in
support@propellertechnologies.in

Date: 05-Nov-2020

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the below mentioned students of **MAM School Of Engineering, Trichy** has done internship in our research lab and as a part of it they worked in our industrial robots for a period of 3rd February- 2020 to 30th May- 2020 and they have been paid a stipend of 10000 each per month.

- 1.) Mohamed Ithyas. I – Final Year Mechatronics Department
- 2.) Abdul Latiff.S – Third Year Mechatronics Department

We wish them best of luck in all their future endeavors.

For Propeller Technologies Pvt.Ltd,

.....
N. Salman
COO





Letz Connect Technologies Pvt Ltd
38745
2.8.2018

BH 136484

J. JAYAKAR
STAMP VENDOR
L.NO. 17/B3/87
ANNA NAGAR, CH - 40

USER LICENSE AGREEMENT

This User License Agreement ("Agreement") is made at Chennai on the 10th day of August, 2018 ("Effective Date"),

BY AND BETWEEN

1. **LETZCONNECT TECHNOLOGIES PVT. LTD.**, a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 56A, Kalakshetra Road, Thiruvannamipur, Chennai 600041 and its corporate office at No.6, Knowledge House, Kasturi Rangan Road, Alwarpet, Chennai 600018 (hereinafter referred to as the "**Company**", which expression shall, unless inconsistent with the meaning or context thereof, be deemed to include its successors and assigns) of the **FIRST PART**;

AND

2. **M.A.M School of Engineering**, a company incorporated under the provisions of Under Trust Act, having its registered office at Trichy - Chennai Trunk Road, Siruganur, Trichy, Tamilnadu - 621105, (hereinafter referred to as the "**Customer**", which expression shall, unless inconsistent with the meaning or context thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**



For MAM SCHOOL OF ENGINEERING
(TRUSTEE)

TRUSTEE (S)
FOR MAM SCHOOL OF ENGINEERING

The Company and the Customer are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

- (A) The Company is in the technology space and offers a mobile application and website by the name of "LetzConnect", providing institutional intranet, educational content, social networking, learning management, e-commerce and other academic tools both for universities and its faculty and students ("**Product**") (hereinafter together referred to as "**Business**").
- (B) The Customer is engaged in the business of providing higher education to students under the name and style of **M.A.M College of Engineering**
- (C) The Customer having verified and satisfied itself of the Product is desirous of engaging the Company for availing the license to use of the Product and/or the Software on such terms and conditions as contained in this Agreement.
- (D) The Parties are now desirous of entering into this Agreement for the purposes of setting out the terms and conditions pertaining to the grant of License by the Company to the Customer.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following words and expressions used in this Agreement shall, to the extent not inconsistent with the context thereof, have the following meanings respectively:

1.1.1. "**Affiliate**" of a Person ("**Subject Person**") means:

- a. with respect to any Subject Person other than a natural Person, any other Person that is, directly or indirectly, through one or more intermediate Persons, Controlling, Controlled by, or under common Control with the Subject Person; and
- b. with respect to any natural Person: (i) any other Person that is a Relative of the Subject Person; and (ii) any Person that is, directly or indirectly, through one or more intermediate Persons, Controlled by the Subject Person or the Relative of the Subject Person;

1.1.2. "**Agreement**" means this User License Agreement and includes the preamble, recitals, annexure, schedules and exhibits attached to it, and any amendments made hereto and thereto in accordance with the provisions hereof;

1.1.3. "**Applicable Law**" means any applicable national, state, local or other law, statute, regulations, rules, by laws, ordinances, constitution, principles of common law and includes notifications, guidelines, policies, directions, directives, judgment, decree and orders of any Authority, statutory authority, court, tribunal and having the force of law;

1.1.4. "**Authority**" means any national, regional or local government, or governmental, statutory, regulatory, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity;

1.1.5. "**Business Day**" means a day on which commercial banks are open for normal banking business in the state of Madurai, Tamil Nadu;

1.1.6. "**Company Materials**" shall have the meaning ascribed to it in Clause 6.2;

"**Confidential Information**" shall have the meaning ascribed to it in Clause 13.1.1;



[Handwritten signature]

For MAM SCHOOL OF ENGINEERING

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TRUSTEE (S)

- 1.1.8. **"Copyrights"** means: (a) all copyrights whether they are registered, unregistered or pending registration, in India and/ or the rest of the world, that are owned by, used by or applied for, (b) all common law rights in the words and names in India or anywhere else in the world; and (c) all rights to bring an action for passing off, infringement or any other action in respect thereto;
- 1.1.9. **"Customer Authorised User"** has the meaning ascribed to it in Clause 3.3;
- 1.1.10. **"Database"** means the information relating all students of the Customer's university, including but not limited to information relating to their classes, extra-curricular activities etc. At the time of execution of this Agreement, the database shall consist of students which shall be updated as per clause 4.2.
- 1.1.11. **"Disclosing Party"** shall have the meaning ascribed to it in Clause 13.1.1(a);
- 1.1.12. **"Effective Date"** means the date of this Agreement as first mentioned above;
- 1.1.13. **"Force Majeure Event"** shall have the meaning ascribed to it in Clause 13.9;
- 1.1.14. **"Indemnified Party"** shall have the meaning ascribed to in Clause 10.1;
- 1.1.15. **"Indemnifying Party"** shall have the meaning ascribed to in Clause 10.1;
- 1.1.16. **"Institution"** shall mean **M.A.M College of Engineering** and; **"Students"** shall refer to students of the Institution and **"Faculty"** shall refer to the teaching and administration of the Institution. The term User in this Agreement shall refer to a user of the Product or suite of Products;
- 1.1.17. **"Intellectual Property Rights"** means all rights, title and interest in, under or in respect of the following arising under Applicable Law; whether or not filed, perfected, registered or recorded including:
- (a) all Copyrights, designs, and copyrightable works;
 - (b) all Trademarks, service mark, trade name, service name, trade dress, brand names, business and product names, logos, slogans;
 - (c) all patents and inventions;
 - (d) domain names;
 - (e) all know-how, Confidential Information, database including customer and supplier database, data collections (including but not limited to any and all data transmission in any form and/or media), technology, technical and/or non-technical data, trade secrets, manufacturing and service processes, systems and techniques, protocols, research and development information (including all research and development data, experimental and project plans and pipeline product information), formulas, business and marketing plans, sales network, service network, customer and suppliers lists, industrial models, technical drawings, statistical models, computer programs including all source code, object code, firmware, development tools, files, and other documentation, compilations, methods, processes, algorithms, data dictionaries and models, schematics, user documentation, training documentation, specifications, flowcharts, briefings and other proprietary documentation and information of every kind;
 - (f) all documents of any of the foregoing (in whatever form or medium);
 - (g) all upgrades, adaptations (in any languages) and development of the foregoing;
 - (h) all applications made for registration of any of the above; and
 - (i) all common law rights relating to the above;
- 1.1.18. **"Integration Period"** has the meaning ascribed to it in Clause 3.2;
- 1.1.19. **"IT Act"** shall mean the Information Technology Act, 2000 and as amended from time to time;
- 1.1.20. **"Law"** or **"Laws"** shall mean and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, tribunal, board, court or a recognised stock exchange in India or abroad;



For MAM SCHOOL OF ENGINEERING

TRUSTEE (S)

- 1.1.21. "License" shall have the meaning ascribed to it in Clause 2.2;
- 1.1.22. "Loss" shall have the meaning ascribed to it in Clause 10.1;
- 1.1.23. "Period" has the meaning ascribed to it in Clause 5.1;
- 1.1.24. "Person" means any individual, partnership, corporation, company of any kind, unincorporated organization, association, joint venture, trust, society or other entity (whether or not having a separate legal personality) and includes an Authority;
- 1.1.25. "Product" shall have the definition ascribed in the Preamble;
- 1.1.26. "RBI" shall mean the Reserve Bank of India;
- 1.1.27. "Revenue" has the meaning ascribed to it in Clause 7.1;
- 1.1.28. "Statement Quarter" has the meaning ascribed to it in Clause 7.2;
- 1.1.29. "SOW" shall mean the Statement of Work issued by the Customer which will define the specific activities, deliverables and timelines pursuant to which the Product shall be made available to the Customer as set out in Clause 3.1.
- 1.1.30. "Termination Notice" has the meaning ascribed to it in Clause 5.3.4; and
- 1.1.31. "Trade Marks" means (a) all trademarks and service marks, whether they are registered, unregistered or pending registration, in India and/ or the rest of the world, that are owned by, used by or applied for, and includes the trademark and service marks in the representation, form and manner therein, (b) all common law rights in the words and names in India or anywhere else in the world; and (c) all rights to bring an action for passing off, infringement or any other action in respect thereto.

1.2. Interpretation

- 1.2.1 In this Agreement, unless the context otherwise requires:
- (a) The words denoting persons include individuals/natural persons, bodies corporate and unincorporated associations of persons;
 - (b) a reference to a Clause or Schedule is a reference to a Clause or Schedule of or to this Agreement;
 - (c) the Schedules form part of this Agreement;
 - (d) the headings in this Agreement do not affect its interpretation;
 - (e) references to an individual/a natural person include his estate and personal representatives;
 - (f) subject to Clause 13.6 (*Assignments*), references to a Party to this Agreement include the successors or assigns (immediate or otherwise) of that Party;
 - (g) the words **including** and **include** shall mean including without limitation and include without limitation, respectively;
 - (h) any reference importing a gender includes the other genders;
 - (i) a reference to a day, month or year is relevant to a day, month or year in accordance with the Gregorian calendar; unless otherwise specified in this Agreement;
 - (j) any reference to INR is to Indian rupees;
 - (k) any reference to Ecosystem is to the Product and its application;
 - (l) any notice, waiver or amendment shall be effective only when made in writing;
 - (m) any reference to writing includes typing, printing, lithography and photography but excludes any form of Electronic Communication;



[Handwritten signature]

For MAM SCHOOL OF ENGINEERING

[Handwritten signature]
TRUSTEE (S)

- (n) any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this Agreement or that document;
- (o) any reference to a company includes any company, corporation or other body corporate wheresoever incorporated; and
- (p) any reference to a company or firm includes any company or firm in succession to all, or substantially all, of the business of that company or firm.

2. GRANT OF LICENSE

- 2.1. For the purposes of this Agreement, the "**Product**" shall mean and include the following:
 - 2.1.1. An executable software application that shall be downloaded or accessed by the Customer through a computer or smart phone with features as per Schedule 1;
 - 2.1.2. A single user corresponding password which shall enable the Customer to access the aforesaid software application;
- 2.2. The Customer is hereby given a non-exclusive, non-transferable, non-sub licensable, personal, single user license to store, load, install, execute, and display (to "**Use**") the Product on a specified computer in order to operate the Product, which shall be in accordance with the terms and conditions of this Agreement (the "**License**"). The features of the Product are set out in Schedule 1.

3. PRODUCT APPLICATION

- 3.1. Following the execution of this Agreement, the Customer shall provide an SOW to the Company. Such SOW shall incorporate the terms and conditions of this Agreement and, along with any documents incorporated by reference into this Agreement or the applicable SOW, and shall supersede all prior representations, proposals, discussions, and communications, whether oral or in writing, and all contemporaneous oral communications related to such matters. Such SOW shall contain the terms of integration of the Product on to the Computer of the Customer, estimated date of integration, details of the Customer Authorised User and training schedule, details of Product maintenance.
- 3.2. Following the completion of the software integration process which shall take a maximum period of 12 months ("**Integration Period**") from the date of providing the SOW, to activate and/or access the said Product for the Customer, the Company shall download or access the software application on its Computer and thereafter activate the same by providing the requisite Username and password that shall be provided by the Company following the exchange of agreed information and Database.
- 3.3. The Customer shall be responsible for keeping secure the Username and password required to access the Licensed Product. For the purpose of this Agreement, all actions performed by any person using the Username and password allotted to the Customer shall be deemed to have been committed by the Customer and the Customer shall be liable for the same. Company reserves the right to terminate the license at any time if it is found that the Customer has been sharing the password with any unauthorized user. The Customer shall appoint an administrator who shall control the Password on behalf of the Customer and such administrator shall be recorded with the Company ("**Customer Authorised User**"). Any change in such in Customer Authorised User shall be communicated to the Company promptly.
- 3.4. The Company shall at its on cost and expense provide Product training to such Customer Authorised User details of which shall be provided for in the SOW. The Company shall provide regular training sessions a month at its office premises. The training session will include among other things, explanations on the complete product functionalities as well as, explaining the user how the Customer shall establish information to a specific Student or a Student Group or Faculty group within the Institution. The Customer Authorised User shall be allocated a customer relationship manager who will be the point of contact from the Company's end.



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4. CUSTOMER DATABASE

- 4.1. It is understood that for the effective functioning of the Product, the Company would be required to have access to the Database. Therefore, simultaneous to the execution of this Agreement the Customer agrees to provide the Company with an exclusive right over the Database of its Students and Faculty for the Period of this Agreement. The Customer shall not share such information with any other person or third party dealing in a similar or competing Business as the Company. "Similar or competing business" includes the commencement and carrying on, directly or indirectly, and whether as shareholder, partner, director, advisor, vendor, service provider, or in any other manner:
- 4.1.1 Of any venture, business, enterprise, or any activity, which is identical with or substantially similar to the venture, business, enterprise and activities carried on by the Company; or
 - 4.1.2 Of any development, research, production, marketing, distribution or sale of any product or service that is directly competitive with, or that may be purchased in replacement of, any product or service that is being developed, researched, produced, marketed, distributed, sold, or is under development by the Company or any other Affiliate.
- 4.2. The Database shall include the following information:
- 4.2.1 On the Effective Date, details of Students.
 - 4.2.2 The Customer Authorised User shall promptly update the Database with every new intake of Students at the start of the education year.
 - 4.2.3 The Customer Authorised User shall promptly update the Database with every new intake of students who join mid of the education year.
- 4.3. The Company shall to the best of its ability keep secure the Database provided to it through an industry best data security practices as described in Schedule 3, which shall be demonstrated to the Customer, if requested.
- 4.4. It is clarified that the user base of the Students may continue to exist in the Product once such Student is no longer with the Customer or has graduated from the Institution. There is nothing in this Agreement that shall prevent the Company from maintaining or establishing connection with Students/alumni of the Institutions or the Faculty which as the case may be, have either left, graduated or terminated their employment with the Company following the execution of this Agreement. It is further clarified that, Database shall include every Student and Faculty who is currently a part of the Institution on the date of this Agreement.
- 4.5. Further, it is noted that this Database will convert into users of the Product. The Users of the system will be bound by user access policies and privacy policies to be digitally signed prior the first time use of the Product.

5. EXCLUSIVITY, TERM and TERMINATION

- 5.1. This Agreement shall come into force on the Effective Date and shall remain in full force for a period of 10 (ten) years from the Effective Date. It is further clarified that this Agreement shall automatically terminate upon the expiry of the period of the 10th (tenth) year ("Period"), unless extended by the Parties in writing. Hence the Customer grants a 10 (ten) year exclusivity to the Company for using the said Product and using the same as its primary digital medium of communication for all information and data sharing between the Customer's Institution and its Students/ Faculty.
- 5.2. The Customer shall promote the Product to its Students to enroll into this digital communication tool exclusively provided by the Company for the Customer.
- 5.3. Termination:
- 5.3.1. Termination for Convenience: Save and except for termination for cause as set out in Clause 5.3.2, herein below, neither party shall be entitled to terminate this Agreement during the Term.



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5.3.2. Termination for Cause: The Company shall be entitled to terminate this Agreement by providing a Termination Notice upon the occurrence of any of the following events:

- (a) Fraud, negligence or misconduct of the Customer;
- (b) Breach or misrepresentation of any of the terms, warranties, covenants and obligations by the Customer to the company under this Agreement;
- (c) Breach of any applicable Laws, including the IT Act;
- (d) Insolvency of the Customer;
- (e) Winding up or other similar proceedings of the Customer; and
- (f) Any change in Law or any Governmental action following which the Customer can no longer carry out its Business or is forced into actions stated in 5.3.2(c) or (d) above

5.3.3. The Customer shall be entitled to terminate this Agreement with immediate effect by notice in writing upon the occurrence of any of the following events:

- (a) Breach of any applicable Laws, including IT Act;
- (b) Insolvency of the Company;
- (c) Winding up or other similar proceedings of the Company; and
- (d) Any change in Law or any Governmental action following which the Customer can no longer carry out its Business or is forced into actions stated in 5.3.3(b) or (c) above.

5.3.4. In case of a termination event as set out in Clause 5.3.2 and 5.3.3, the Parties will send a 30 (thirty) days' notice period ("**Termination Notice**") setting out the reason for terminating this Agreement, on the expiry of which this Agreement shall be terminated (unless the Parties mutually agree in writing to extend such Termination Notice period).

5.3.5. Upon termination of this Agreement:

- (a) The Parties shall be relieved and discharged from all obligations, Liabilities or claims under this Agreement except for rights and Liabilities accrued under this Agreement prior to the termination thereof or which expressly survive termination of this Agreement.
- (b) The Customer shall stop using the Product and all Company Materials (*as defined below*) from the effective date of termination and return all and any such materials to the Company or destroy the same, unless otherwise agreed to in writing by the Company.

5.3.6. Upon termination of this Agreement, the Company is entitled remove the Customer's access to the Product, disable the Customer's login credentials and thereby terminate the Customer's access to the Product materials.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Product is protected by India and other foreign copyright and other intellectual property laws. Except for the limited license granted in Clause 1, all rights are retained by the rights Company including without limitation all patents, trademarks, copyrights, trade secrets and other intellectual property rights contained therein or related thereto.

6.2. **Company Materials:** To the extent material that is used in, enhanced, or developed in the course of providing the Product hereunder and such material is not identified as a Product, is of a general abstract character, or may be generically re-used, the Company owns (or will own) such material including: content generated by the Company, methodologies; delivery procedures; manuals; generic software tools, routines, frameworks, and components; generic content, research and background materials; templates; analytical models; project tools; and development tools (collectively, "**Company Materials**"). To the extent any Company Materials are necessarily required for the proper functioning of the Product (such that the Product will not function without the Company Materials) or are embedded into the Product, the Company grants to the Customer a non-exclusive, non-transferable, revocable, non-sub licensable license to use such Company Materials solely in conjunction with its use of such Product. Customer acknowledges that all rights, title and interest in and to the Company Materials will remain with the Company and that the mere



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license of Company Materials does not grant any rights to the Customer other than those specifically granted herein. Customer acknowledges that the Company Materials are Confidential Information of the Company, regardless of whether so designated. This section shall not prohibit fee-based licensing of certain intellectual property of the Company as may be agreed by the Parties. In the event of termination of this Agreement for any reason whatsoever, the Customer immediately upon termination loses its right to use any of these Materials in any manner whatsoever.

- 6.3. **Customer Content:** All rights over any content shared or posted by the Customer or its Customer Authorised User to the Product, including without limitation all patents, trademarks, copyrights, trade secrets and other intellectual property rights like photos or videos contained therein or related thereto shall belong to the Customer. The Customer grants the Company the right only to use any intellectual property content that its posts. This right granted to the Company shall end when such intellectual property content is deleted or this Agreement is terminated unless the Customer content has been shared with other users of the Product, and they have not deleted it. However, such removed content may persist in backup copies for a reasonable period of time (but will not be available to others) and the Customer accepts and acknowledges the fact that such residual information may persist with the Company and that it may use for any purpose any information which may be retained in the backup copies other than Customer Confidential Information.
- 6.4. **Third Party Content:** All rights over any content shared by the Company or its Affiliates, partners, third party contractors, subsidiaries and the likes ("**Third Party**") either directly with the Customer or is added to the Product or is displayed in the software or website of the Company, including without limitation all patents, trademarks, copyrights, trade secrets and other intellectual property rights contained therein or related thereto shall be retained by the Company and the relevant Third Parties. The Customer or other users shall have no right over such content other than to view the same or use it as directed in writing by the Company.

7. REVENUE SHARING

- 7.1 The Company hereby agrees to share 7% (seven per cent) of the consolidated profit after tax (P.A.T) amounts that is accrued from the user base of the Institution in connection with usage of the following revenue streams provided for within the Product ("**Revenue**"):
- 7.1.1 Revenue from advertisements displayed within the Product.
 - 7.1.2 Revenue from fee based classroom sessions.
 - 7.1.3 Revenue from the shopping cart created as a segment within the Product
 - 7.1.4 Revenue received by the Company from third party vendors who have entered into a contract with the Company to display internship opportunities, higher studies and job opportunities through the Product. The Company will enter into separate agreements with such vendors and cost of such a module will be determined in the vendor contract.

It is clarified that Revenues will not include monies received by the Company through the Students or Faculty or other users of the Customer wherein such monies was not obtained through any of the Revenue streams discussed above.

- 7.2 There shall be a summary statement of accounts generated by the Company every 90 (ninety) days ("**Statement Quarter**") and the respective Revenue amounts shall be transferred on the 15th of the month following the Statement Quarter in INR via an electronic transfer into the designated account of the Customer, details of which shall be provided by the Customer upon signing this Agreement. It is clarified that if the 15th day following the Statement Quarter is not a Business day then such Revenue payment shall be made on the following Business Day. In case of any ambiguity on any portion of the statement of accounts, the Company may share the itemized report regarding the portion of the Revenue stream in question, for the Customer's perusal.

8. REPRESENTATIONS AND WARRANTIES

The Customer hereby represents, warrants and declares and does hereby covenant with the Company as follows:

- 8.1. The Customer is well and sufficiently entitled to, and has full corporate power and authority to enter into and perform this Agreement to the fullest extent permissible by Applicable Laws;



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- 8.2. The Customer has of its own free will specially commissioned the Company for the provision of grant of License of the Product in accordance with the terms and conditions of this Agreement.
- 8.3. The Customer acknowledges any and all responsibility for any content that is made available to any party through the Product provided by the Company and the Customer expressly agrees that the Company does not control, verify, endorse, or otherwise assume any liability for any such content.
- 8.4. The Customer shall have no right title or interest in the Company Materials or any Intellectual Property Rights that is developed, created or owned by the Company independently or developed, created or owned by any third party appointed by the Company, including this Product.
- 8.5. The terms and conditions of this Agreement do not conflict with or violate any terms or conditions of any other arrangement, agreement and/or commitment to which Customer is a signatory or by which it is now bound or may be bound in the future;
- 8.6. The Customer shall not do any act, deed, matter or thing whatsoever which, shall, or is likely to or will be likely to, adversely affect or prejudice, directly or indirectly, the Company's interest, right including but not limited to Company Materials granted under this Agreement in relation to or in respect of the Product.
- 8.7. The Customer shall not, either directly or indirectly:
- 8.7.1. sublicense, rent or lease any portion of the Product;
 - 8.7.2. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Product and/or Software or create derivative works from the Product/Software;
 - 8.7.3. use the Product/Software as part of a facility management, timesharing, service provider or service bureau arrangement;
 - 8.7.4. use the Software in any manner that is not permitted pursuant to this License Agreement or the Applicable Laws;
 - 8.7.5. use the platform to develop, or to assist anyone in developing a competitive product or service or for other competitive purposes; or
 - 8.7.6. use the payment wallet system wrongfully, or access the third party digital wallet through fraudulent means and without the knowledge of the Company.
- 8.8. The Customer shall enter into requisite arrangements with its employees and representatives to ensure that at all times the intent of this Agreement is fully protected.
- 8.9. The Customer further acknowledges that the Product and/or Software licensed herein is not exclusive and that the Company has the complete liberty in dealing with the said Product and/or Software and the Customer shall not have any claim against the Company and/or any other person for any reason whatsoever.
- 8.10. Upon written request the Company may grant the Customer the right to use the Product logos for marketing purposes on the Customer's marketing material. The Company reserves all rights and can revoke the right to use the Product logo at any time if in the case of breach of this Agreement or misuse. The use of the logo needs to conform to designs, brand guidelines and maintain or exceed the same quality standards.
- 8.11. The Customer agrees and acknowledges that the obligations contained herein are reasonable.
- 8.12. The Customer acknowledges that any breach of the provisions contained herein cannot be adequately compensated by monetary damages. Accordingly, in the event of any such violation by the Customer, in addition to any other remedies they may have, the Company and its subsidiaries and Affiliates shall have the right to institute and maintain a proceeding to compel specific performance thereof or to issue an injunction restraining any action by the Customer in violation of this Clause.

9. STATUTORY FEES, DUTIES AND COSTS

- 9.1. Each of the Parties shall pay its own legal costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.



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10. INDEMNIFICATION

- 10.1. The Customer ("Indemnifying Party") hereby agrees to, indemnify and keep indemnified, save, defend and hold harmless the Company and their respective directors, shareholders, officers, representatives, employees, agents and lawful successors and assigns (each an "Indemnified Party"), from and against, any and all losses, liabilities, claims, damages, actions, costs and expenses (including reasonable legal fees) (collectively "Loss") incurred or suffered by any Indemnified Party, which arise directly out of, result directly from or may be directly payable by virtue of: (a) infringement of a third party's Intellectual Property Rights where such third party is located in either the country where the Services were provided or received and the infringement or claim thereof is attributable to: (1) the combination, operation or use of a Product with Customer Materials where the Product would not itself be infringing; (2) use of a Product in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Product by anyone other than the Company where the unmodified version of the Product would not have been infringing.
- 10.2. If an Indemnified Party becomes aware of any matter which gives rise to a Loss, the Indemnified Party shall promptly notify the Indemnifying Party of such Loss and require the Indemnifying Party to remedy the breach. Such notice shall specify, the relevant breach and the amount of Loss suffered by the Indemnified Party (to the extent known). The Indemnifying Party shall, within 30 (thirty) Business Days from the receipt of such notice, remedy the breach. If the Indemnifying Party fails to remedy the breach within the aforesaid period, then the Indemnified Party shall be entitled to raise a claim for the Loss. It is hereby clarified that the obligation of the Indemnifying Parties to indemnify the Indemnified Parties pursuant to this Clause 8 shall arise immediately upon any Indemnified Party incurring any Loss.
- 10.3. The payment of a claim for Loss made by an Indemnified Party shall be made in each case, within 30 (thirty) Business Days from the date the claim for the Loss is made by the Indemnified Party under this Clause.
- 10.4. The right of indemnity for Loss shall survive indefinitely and without limitation.
- 10.5. The indemnification rights of the Indemnified Party shall be without prejudice to other rights and remedies that the Indemnified Party may have at law or in equity including without limitation to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

11. DISCLAIMER OF WARRANTIES

- 11.1. The Company hereby explicitly and specifically disclaims any and all representations, warranties or guarantees, whether written, oral, expressed or implied including, without limiting the generality of the foregoing, any warranty of merchantability, quality or fitness for a particular purpose.
- 11.2. The Product and Services are provided strictly on an "as is" basis. Notwithstanding anything contained in this Agreement, the Company does not warrant that the Product: (i) will perform error-free or uninterrupted, or that the Company will correct all or any errors or defects (ii) will operate in combination with the devices, or with any other hardware, software, systems or data not provided by the Company, (iii) will meet the Customer's requirements, specifications or expectations.
- 11.3. The Customer further acknowledges that the Company (A) does not control the transfer of data over communications facilities, including the internet, and that the Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities; the Company shall not be responsible for any (i) delays, delivery failures, or other damages as a result; (ii) issues related to the performance, operation or security of the Product that arise from the Company's content or any third party content; and (B) does not warrant the authenticity of any content posted by the user base of the Customer nor can it control the delay in displaying such content on the Product server. Further The Company shall not be responsible for any actions or claims that arise from such delays of posting content.
- 11.4. The Company does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of third party content, and disclaims all liabilities arising from or related to third party content including but not limited to any information pertaining to the Product.



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11.5. Except for any express warranties set forth in the agreement, the company hereby disclaims all warranties regarding confidential information and any third party software or hardware, including, without limitation, warranties of merchantability and fitness for a particular purpose, non-infringement, as well as any warranties arising out of course of dealing, usage or trade.

12. LIMITATION OF LIABILITY

12.1. Notwithstanding anything to the contrary elsewhere contained in this agreement, in no event the company shall, regardless of the form of claim, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that accrued more than six (6) months before the institution of adversarial proceedings thereon.

12.2. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the company shall be, regardless of the form of claim, shall be INR 10,000/- (rupees ten thousand only).

13. MISCELLANEOUS

13.1. Confidentiality:

13.1.1. Each Party recognizes that in the course of the transactions envisaged by this Agreement, it may be privy to certain confidential information (whether or not the information is marked or designated as "confidential" or "proprietary") relating to the other Parties and their businesses including any intellectual property, legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., Customer information, the terms of this Agreement, the details of the negotiations between the Parties ("**Confidential Information**"). In consideration of the benefits accruing to the Parties from their association under this Agreement, each Party agrees that it shall:

- (a) keep all Confidential Information received by it from another Party ("**Disclosing Party**") confidential and shall not, without the prior written consent of the Disclosing Party, divulge such Confidential Information to any Person or use such Confidential Information other than for the purposes of carrying out this Agreement;
- (b) take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- (c) promptly inform the Disclosing Party of any potential or accidental disclosure of the Confidential Information and take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information; and
- (d) use the Confidential Information only for the purpose for which it was provided and not profit from the same in an unauthorized manner.

13.1.2. The obligations contained in Clause 13.1.1 above shall not apply to any part of the Confidential Information which;

- (a) is or has become public (other than by breach of this Agreement);
- (b) is required to be disclosed by Applicable Law, provided that, so far as it is lawful and practical to do so, prior to such disclosure, the Party subject to such disclosure shall promptly notify the Disclosing Party of such requirement with a view to providing the opportunity for the Disclosing Party to contest such disclosure or otherwise to agree the timing and content of such disclosure;



was available to the receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party;

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- (d) becomes available to the receiving Party on a non-confidential basis from a Person, provided such Person is not, to receiving Party's knowledge, bound by a confidentiality agreement with the Disclosing Party;
- (e) is independently developed by the receiving Party without reference to the Confidential Information; or
- (f) is disclosed to the employees, directors or professional advisers of the receiving Party, provided that the receiving Party shall procure that such persons treat the Confidential Information received as confidential.

13.1.3. Each Party shall on written demand of the Disclosing Party immediately return Confidential Information together with any copies in its possession, if such information and copies thereof have not already been destroyed.

13.1.4. The Customer acknowledges that the Product has been restricted so that it may not be copied freely and that it will take reasonable care to ensure that the Series is not tampered with, copied or made available in breach of this Agreement.

13.2. Governing Law and Dispute Resolution

13.2.1. This Agreement will be governed by and construed in accordance with the laws of India and the courts in Chennai shall have exclusive jurisdiction.

13.2.2. Any and all disputes between the Parties arising out of or in connection with this Agreement or its performance (including its validity, interpretation and termination) shall, so far as is possible, be settled amicably between the Parties.

13.2.3. If after a period of thirty (30) days from such dispute, the Parties to the dispute have failed to reach an amicable settlement, such dispute shall, at the written request of any Party to the dispute, be settled by binding arbitration.

13.2.4. Such arbitration shall be under and in terms of the Indian Arbitration and Conciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015. All proceedings of such arbitration including the award shall be in the English language and shall be kept confidential by the Parties. The arbitration proceedings shall be conducted by a sole arbitrator appointed by the Company and the place of arbitration shall be Chennai. The law governing the arbitration shall be Indian law.

13.2.5. The arbitration award rendered shall be final and binding on the Parties. The arbitrators' panel shall endeavour to give their award within six (6) months of the dispute being referred to the arbitration panel.

13.2.6. Prior to or pending arbitration, nothing shall preclude the Company from seeking interim or permanent equitable or injunctive relief, or both, or specific performance from the courts of Chennai. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Company to pursue any remedy including but not limited to any monetary damages against the Customer through the arbitration described in this Clause.

13.3. Independent Contractor:

13.3.1. The Parties acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between the Parties. The Company is an independent contractor with respect to granting the license to the Product by it under this Agreement;

13.3.2. The Customer shall have no authority to bind the Company by contract or otherwise or to make representations with respect to the Company other than as specifically authorized by this Agreement;

13.3.3. This Agreement is not intended to and does not create any third party beneficiaries to the rights and obligations set forth herein, nor may any third party beneficiaries be inferred by operation of law or otherwise.



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13.4. **Counterparts:** This Agreement may be executed in 1 (one) or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document.

13.5. Remedies, Waivers, Amendments and Consents

13.5.1 Unless otherwise provided for in this Agreement, no failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

13.5.2 No modification, amendment or waiver of any of the provisions of this Agreement or SOW shall be effective unless made in writing specifically referring to this Agreement or the said SOW and duly signed by each of the Parties. Any waiver, and any consent by any of the Parties under any provision of this Agreement, must be in writing and may be given subject to any conditions thought fit by the Person giving that waiver or consent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

13.6. **Assignment:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns. The Customer shall not be entitled to assign their respective rights or obligations under this Agreement to any Person. Provided that the Company shall be free to assign their respective rights or obligations under this Agreement to any Person without the consent of the Customer.

13.7. **Specific Performance:** The Company shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

13.8. **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered. The provision or provisions so deleted shall be replaced by an enforceable provision which comes as close as possible to what the Parties would have agreed, had they been aware of the fact that the provision or provisions originally agreed are unenforceable.

13.9. **Force Majeure:** If either Party is unable to perform any of its obligations under this Agreement because of circumstances beyond the reasonable control of such Party, such as an act of God, fire, casualty, flood, war, terrorist act, failure of public utilities, injunction or any act, exercise, labor or civic unrest, assertion or requirement of any governmental Authority, epidemic, or destruction of production facilities (a "**Force Majeure Event**"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything reasonably practicable to resume performance, except that the Customer shall not be excused in any event from timely meeting its payment obligations. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement.

13.10. **Publicity:** Company shall have the permission to use Customer's name and logo in identifying the Customer as a customer of the Company, but neither Party without the express written consent of the other Party may divulge the terms of the Agreement or make any public statement about the specifics of the services provided under the Product or any other details in relation the other Party (including statements on the working of the Parties, or their business strategies).

13.11. **Notices:** Notices or other communication required or permitted to be given or made hereunder shall be in writing and delivered personally, or by registered post acknowledgement due, or by internationally recognized courier service, or by legible fax addressed to the intended recipient at its address set out below, or to such other address or fax number as any Party may from time to time notify to the other Parties:



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In the case of notices to the **Company**:

Address: No.6, Knowledge House, Kasturi Rangan Road, Alwarpet, Chennai 600018
Attention of: Yuvaraj Ramadass

In the case of notices to the **Customer**:

Address: Trichy – Chennai Trunk Road, Siruganur, Trichy, Tamilnadu - 621105
Attention of:

Any such notice or communication shall be in English and shall, unless the contrary is proved, be deemed to have been served (if given by fax or personal delivery) on the next following Business Day in the place of receipt or (if given by airmail or courier) 5 (five) Business Days after posting. In proving the same, it shall be sufficient to show, in, the case of a letter, that the envelope containing the letter was correctly addressed and handed over by personal delivery, airmail or by courier service and, in the case of a fax, that such fax was correctly dispatched to a current fax number of the addressee.

- 13.12. **Survival:** The provisions of Clauses 1 (Definitions and Interpretation), Clause 6 (Intellectual Property Rights); Clause 8 (Representation & Warranties); Clause 10 (Indemnification), Clause 13 (Miscellaneous) shall survive the termination of this Agreement and all SOWs.
- 13.13. **Entire Agreement:** This Agreement (together with any other documents referred to herein or therein) constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.
- 13.14. **Further Assurance:** Each of the Parties hereto shall co-operate with the others and execute and deliver to the other, such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights, and the intended purpose of this Agreement provided that no such document or agreement shall be inconsistent with the spirit and intent of this Agreement.



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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written and the place written below.

SIGNED AND DELIVERED FOR CUSTOMER

For MAM SCHOOL OF ENGINEERING

M.A.
TRUSTEE (S)

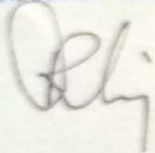
HAFEEZ MOHAMMED

CORRESPONDENT

M.A.M. SCHOOL OF ENG'G.

SIGNED AND DELIVERED FOR COMPANY

For LETZ CONNECT TECHNOLOGIES PRIVATE LIMITED




Authorised Signatory

Yuvaraj Ramadass
[Vice President - Operations]

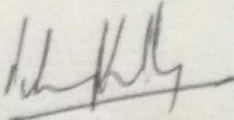
Date: 10/2/2018

Witnesses:

1.


(Aparna S
no.1, Srihari Apts, 29, Subramaniam colony, 1st street,
Thiruvannamalai, Ch-41
Mob no: 9176240859)

2.



(Dr. P. RANJITH KUMAR)

PRINCIPAL

MAM SCHOOL OF ENGINEERING

TRICHY

MOBILE: 9894958888

Product Features

The Product is called LetzConnect and it is intended to contain the following features:

1. Intuitive Intranet:

Usage: The Customer can use this feature to communicate with its Student and Faculty on all matters relating to the educational year of the Institution from such as subjects, classes, mark sheets and the likes which shall reach the Students directly through a virtual Smartboard forum.

Application:

- (a) Transfer of files or information through this Intranet shall be done via a secure channel with sufficient safeguards to ensure privacy of such information. Such privacy policies shall be digitally available to the users when they log into the LetzConnect portal.
- (b) All data posted by the Customer in this forum shall be shared only to the Students and Faculty of the Institution and shall not be made available for viewing to third parties or other institutions.
- (c) The Customer Authorized User shall be able to control and manage the various class groups as well the Institution level groups and shall be responsible for posting all material/data to be communicated by the Institution to these various groups.

2. Learning Management System:

Usage: The LMS allows Students (users) to access certain educational sessions provided by the Company in academic , research topics and soft skill training. The user will be able to attend such sessions and will be able to store the content into their virtual library ("**Bookshelf**").

Application:

- (a) The Student may repeatedly access the content from his/her customized "Bookshelf" for learning and sharing purpose.
- (b) The contents are carefully prepared by the Company and are posted to Students based on his/her interest and the degree they are pursuing in the Institution. The analytics to determine what information should be put forward to which Student shall be determined by the Company.

3. Social Networking System:

Usage: The social networking system allows Students of the Institution to connect with other students and faculty within the Institution as well in the larger ecosystem.

Application:

- (a) The social network platform promotes network building and knowledge sharing among students.
- (b) The Company shall filter all un-parliamentary content using a unique filtering system, to ensure a safe and clean social network. Students will be required to agree to the Privacy and access policies for legitimate usage for the betterment of community.



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- (c) The Customer Authorised User, if need be, along with the Company's staff shall in parallel monitor the content shared on the social networking system and if any untowardly content is found, the Customer's Authorised User shall also have control over such content as well as the right to report the same to the Company, such that content of this nature may be removed.

4. Credit system and Wallet

Usage: The E-commerce system enables each Student to hold a digital wallet which enables the Student to hold/top-up money and spend from materials sold within the LetzConnect application.

Application:

- (a) The Students may gain credits through various promotional activities appearing on the Product from time to time as well.
- (b) The company has partnered with a semi-closed wallet license holder for providing the above said service and shall comply with all or any RBI guidelines existing as the time of this Agreement and any amendments therewith and shall hold full responsibility for the transactions within the ecosystem.

5. Some of the other salient features of the Product include :-

- (a) Bookshelf (Highly recommended feeds) – The user shall be able to buy books and video contents for free or for a certain cost depending on the content. The contents shall be stored in the user's Bookshelf and shall be accessed when needed. Bookshelf may also contain free to access content on academic, research or soft skill topics.
- (b) Classroom – The user shall use his digital wallet to attend paid sessions of interest. The contents shall be stored in his Bookshelf and shall be accessed when needed. The users may be able share such contents with other users of the Product.
- (c) LetzShop – The Company provides various products and services with offers and at a discounted price to the users. The users shall use their digital wallet to purchase from LetzShop.
- (d) Internship / Career - The Company provides various job vacancies and offers through this portal to the users. The users shall be able to access the opportunities provided within the portal and apply for such openings through the portal and not directly.
- (e) Higher Studies - The Company provides an insight into countries offering courses for higher degrees a way to access and apply for such higher studies. The users shall be able to access and apply for such openings through the gateway and will be notified frequently on the progress.



A handwritten signature in black ink, appearing to be "S. S. S." or similar.

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Schedule 2
Functioning of the Product

LetzConnect Product is developed proprietary within the company and the intellectual property is owned by the company. The Product is designed and developed to be highly secure, high performing and built on the latest technologies available in the market. The Product is deployed on a data center with world class hardware and IT infrastructure. The Company has a commitment to maintain the data center, IT infrastructure, mobile and web based applications through the contract Period. The data maintained in the system are protected against failures due to natural, electronic or communication related causes. The data maintained on the LetzConnect Product can be reported through its software applications or reports based on the data privacy agreements agreed upon while signing up the users to the Product. Users may access the Product by installing the mobile applications on their smart phone devices or from a personal computer through any industry standard web browser software.

1. Availability - LetzConnect system shall be available to the customer through 24 hours a day and 365 days a year, except the schedule maintenance and upgrade timeframe.
2. Product Upgrade – LetzConnect shall upgrade its Product to introduce functional features, fix software bugs, and apply security patches or to be made compatible with changing smartphone and computer operating systems. Periodic upgrades to the mobile applications shall be published through authorized mobile app stores such as Apple iOS app store/ Android Play Store. LetzConnect recommend that Students and Faculty members shall upgrade their smart phone applications on a timely manner to continue to use the system.
3. Data Usage - LetzConnect Product transfers data with server systems on a periodic and on demand basis. The data traffic shall be facilitated by the user's WiFi or Cellular network. The Users are liable for the data consumption for the information exchange between their own devices and the server systems.
4. Help desk Support – LetzConnect shall have a help desk support system to address concerns regarding usage and issues using the LetzConnect Product.



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Schedule 3

Information Security Considerations

Company shall deploy necessary physical, software security configurations to protect the data maintained by and within the Product as per the industry standard information security practices. The following considerations are deployed as per the Company's data security policy.

1. Physical security to Data Center: Letzconnect Product and systems are deployed in data centers with multi layered physical security perimeters permitting only authorized personnel to administer the data centers. The data centers shall be maintained by LetzConnect and/or an authorized Vendor adhering to the security standards and practices.
2. Software level security features: Information stored in LetzConnect shall be encrypted at rest and transport such that only authorized personnel with the appropriate access control shall access to information stored in the system. Personal information of Students and Faculty members of the system shall not be accessible to system users unless authorized.
3. Digital Certificates: LetzConnect Product shall communicate based on a Digital certificate signed by an authorized Certificate Authority for secure information exchange.
4. Security Policy: The Product shall enforce security best practices such as Password Policy, email policy and Access control policy, with periodic review of the applicable policies bi-annually.
5. Compliance to Standards: LetzConnect Product and system processes that adheres to the "ISO/IEC 27002 Information technology – Security techniques – Code of practice for information security management", a widely adopted industry standard from ISO.
6. Cyber Security for Integrated Applications: Third party components or products which integrate product functions to LetzConnect Product is liable to implement the appropriate information security standards as per the product function integrated. Company shall perform cyber security evaluation of any component or product with reference to information security standards. Company also ensures that the third-party components or products integrating with LetzConnect Product adhere to the necessary compliance standards.
7. Training: Company shall provide security awareness and best practices trainings to its Product users through its website and/or personalized notifications.
8. Periodic Monitoring and Review: Company shall periodically monitor the Product security events and shall perform appropriate corrective and preventive remediation.
9. Information Censoring: Company Product shall have a feature to prevent unparliamentarily or right violation of contents. There shall be option for users to report such content which can be controlled by the Authorised Customer Administrator or the Company's support personnel. There shall be a content monitoring team from the Company to continuously monitor the content for optimal operation of the Social Networking feature.



For MAM SCHOOL OF ENGINEERING

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**MOU signed between MAM SCHOOL OF ENGINEERING, TRICHY
and
Brain Touch Info Solutions (Coimbatore)**

This Memorandum of understanding is entered in to this day 25.4 .2015 by and between MAM SCHOOL OF ENGINEERING (an academic Educational Institution) established in 2010 with BrainTouch IT Solutions Pvt Ltd a web designing company (324, 1st floor, trichy road, Coimbatore)

MAM SCHOOL OF ENGINEERING

The college, an ISO Certified Institution, is known for its rich tradition and high values
The institution falls under the control of AICTE and affiliated by ANNA UNIVERSITY
CHENNAI

RECITALS :-

- a. Sharing knowledge and capability in the concern areas for mutual benefits and become Trusted partners in the area of knowledge enrichment.
- b. To collaborate, share information and technology to develop the required skills and Intend to create a centre of excellence to support this collaborative effort.
- c. To impact training program to student ,faculty members of the institution by the industries
- d. Industries to provide the regular active inputs in curriculum revision of the course run by the institution

To support the institute in following activities

- i.) Research work leading to M. Tech/ Ph. D degree
- ii.) Laboratory/ infrastructure Development
- iii.) Capability development of the students
- iv) Sponsored projects
- v) Recruitment
- vi) Workshops, Conclave, seminars, Events

e. Neither this M.O.U., nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this M.O.U. represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.

f. This M.O.U. may not be amended without the prior written consent of both the parties.

g. This M.O.U. will be effective for three years from 26.04.2018 . This Agreement can be renewed based on mutual convenience.

h. Termination: Either party can cancel or terminate this Agreement unilaterally (and without reason), by giving an advance written notice of one month to the other.

i) Indemnity: Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

ii) IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

Correspondent



For Brain Touch Info Solutions



Managing Director.



தமிழ்நாடு தமில்நாடு TAMILNADU

MAM School of Engineering
Trichy

AT 865211

P. NAGARAJAN, B.Sc.,
Stamp Vendor
L. No: 8403/93
District Court
Trichy, T. Nadu



Memorandum of Understanding (MoU)

Between

Indo Shell Mould Ltd (ISML), Coimbatore

&

M.A.M. School Of Engineering, Siruganur, Trichy-621105.



M.A.M. School Of Engineering having their registered office at Siruganur, Trichy-621105., Tamil Nadu.

And

Indo Shell Mould Ltd. having their registered office at A-9, SIDCO Industrial Estate, Coimbatore-641021.

For Indo Shell Mould

Signature:

Name: C.Babu

Title: DGM - HR

Date: 08 MAR 2019



For MAMSE

Signature:

Dr. P. RANJITH KUMAR, M.E. Ph.D.

Name: Dr. P. Ranjith Kumar

Title: PRINCIPAL

M.A.M. School of Engineering

Siruganur, Trichy-621 105.

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1. Trainees must follow the ISML company rules and regulations.
2. Trainees are not allowed to carry the Mobile phones inside the company premises.
3. Trainees must get their declaration form only signed by their parents to undergo training at ISML company in three shifts.
4. In the event of accidents on the job, ISML will be responsible for providing first and treatment only.
5. Trainees will be required not to disclose any confidential matters pertaining to ISML.
6. No visitors will be allowed to meet the Trainee during the working hours.
7. Trainers instruction must be carefully followed by Trainees at all times.

The terms of co operation for each specific activity implemented under the Memorandum of understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.

Renewal, Termination and Amendment

This memorandum of Understanding shall remain in force for a period of one year from the date of last signature, with the understanding that it may be terminated by the appropriate authorities of either party giving three months notice to the other party in writing unless an earlier termination date is mutually agreed upon. The memorandum of Understanding may be amended or extended by mutual consent of the two parties.

In witness whereof, the parties hereto have offered their signatures:

For Indo Shell Mould Ltd

Signature

Name: C.BABU

Title: DGM-HR



For MAMSE

Signature

Dr. P.RANJITH KUMAR, M.E., Ph.D.,
Name: Dr. P. Ranjith Kumar
Principal
M.A.M. School of Engineering
Srinagar, Trichy-621 105.



Memorandum of Understanding (MoU)

Between



Indo Shell Mould Ltd (ISML), Coimbatore

&

M.A.M. School Of Engineering, Siruganur, Trichy-621105.

Indo Shell Mould Ltd (ISML), Coimbatore

M.A.M. School Of Engineering, Siruganur, Trichy-621105., Tamil Nadu.

And

Indo Shell Mould Ltd having their registered office at A-9, SIDCO Industrial Estate, Coimbatore-641 021.

Wish to enter into a Memorandum of Understanding (MoU) for establishing, "On the Job Training Programme" in the premises of Indo Shell Mould Ltd.

Purpose of MoU

- Both parties shall co-operate during the continuance of this MoU in accordance with the terms set out herein so as:-
- To conduct On the Job Training Programme for Mechanical, Mechatronics and Electrical & Electronics Engineering students by Indo Shell Mould Ltd.
- To conduct campus recruitment drive.

Obligation of both Parties:

1. ISML will provide the training for Mechanical, Mechatronics and Electrical & Electronics Engineering Students for 12 months period only.
2. MAMSE Students will be trained in ISML Machine shop only. (CNC, HMC, VMC, HONING Machine and Quality Control)
3. ISML will provide training in two batches for the period of 6 months each batch having 10 students only.
4. First batch of students shall undergo training from Monday to Wednesday, 3 days a week and Second batch of students from Thursday to Saturday, 3 days a week.

5. Sundays will be holiday as declared by ISML.
6. During the training period students' attendance must be above 97% for all students.
7. MAMSE Students will receive training certificate after the successful completion of 6 months of training period.
8. Students will be working on three 8-hours shifts
Shift A : 8.30AM to 4.30PM B : 4.30PM to 12.30AM C: 12.30AM to 8.30AM)
9. Company will provide the students on training, free cup of tea two times per shift.
10. Prior approval must be sought by students from ISML personnel concerned in the event of applying for leave.
11. Trainees must be present on all working days without fail at ISML.
12. Trainees are not entitled for any wages / Salary or other cash benefits.
13. ISML will pay Rs.100/- per shift as a Stipend for every trainees.
14. Trainees should follow the company Safety and working instructions without fail.
15. Trainees must follow the ISML company rules and regulations.
16. Trainees are not allowed to carry the Mobile phones inside the company premises.
17. Trainees must get their declaration form only signed by their parents to undergo training at ISML Company in three shifts.
18. In the event of accidents on the job, ISML will be responsible for providing first aid treatment only.
19. MAMSE Management to take Workman Compensation (WC) Policy in behalf of Training students.
20. Trainees will be required not to disclose any confidential matters pertaining to ISML.
21. No visitors will be allowed to meet the trainees during the working hours.
22. Trainers' instructions must be carefully followed by trainees at all times.

The terms of cooperation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.

