



## MOHAMED SATHAK A J COLLEGE OF ENGINEERING

(Approved by All India Council for Technical Education,  
New Delhi and affiliated to Anna University, Chennai)  
Siruseri IT Park, Egattur, Chennai - 603 103.  
Ph: 27470021, 23, 24 & 25 Fax: 27470022

### ACADEMIC YEAR 2019-2020

Name of the institution/ industry/ corporate house with whom MoU is signed	Year of signing MoU	Duration	List the actual activities under each MOU
Open Wave Computing Services Pvt. Ltd, Chennai	2020	3 Years	1.Projects and Internship 2.Open Innovation workshops & Training Programmes 3.Collaborative Research Work
Palo Alto Networks Authorised Academy Center	2020	With Notice	Students training and development
Godrej & Boyce Mfg Co Ltd	2020	With Notice	1.Worshops 2. Seminar 3. Students Projects 4. Internship
Ford India Pvt Ltd, MM Nagar	2020	With Notice	Under the corporate society responsibility scheme (For student training and learning purpose)
Altair Engineering India Pvt Ltd	2019	1 Year	Software Agreement
Automation Anyware	2019	With Notice	1.Provide Elearning access to students 2.Provide the software licenses 3.Work with University Sector setup the COE
Alpha CADD, Perungulathur, Chennai	2019	3 Years	1.Guest Lectures/ Presentation of Technical paper in Conferences/Workshops/ Industria Visit 2. Joint Publication/ Presentation of research Papers 3. Projects

Memorandum of Understanding  
between

Mohamed Sathak A.J College of Engineering  
&  
Open Wave Computing Services Pvt. Ltd.

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMILNADU

05-01-2021

Mohamed Sathak A.J.  
College of Engineering  
Siruseri IT Park  
Ch-603103

P. Porkodi  
AZ 095032

P. PORKODI  
LICENCE No. 13 / CGL / 08  
No. 3/77, Pillaiyar Koil Street  
Sethankuppam Village  
KELAMBAKKAM-603 108

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed between Mohamed Sathak A.J. College of Engineering, having its office at 34, OMR, Siruseri IT Highway, Egattur, Chennai-603103, Chengalpattu District (hereinafter referred to as MSAJCE)

and

M/s Open Wave Computing Services Pvt. Ltd., having its registered office at Sterling Road, No-3, 3rd Cross St, Nungambakkam, Chennai, Tamil Nadu 600034, India (hereinafter referred to as OWCS)

The expressions MSAJCE and OWCS shall, wherever the context admits, mean and include their respective legal representatives, heirs, successors-in-interest and permitted assigns. This MoU is executed at Chennai on this 6<sup>th</sup> day of January, 2021.

*[Signature]* 06/01/21



*[Signature]*  
06/01/2021



**Preamble:**

This MOU is intended for taking up Internship, Industrial Visits, Guest Lecture / Seminar, Workshops, student projects, faculty projects and Open Innovation Programmes between MSAJCE and OWCS, focusing OWCS's needs and expectations.

The broad terms of this MoU would be as under:

**1. Projects and Internships**

OWCS shall consider depending on its requirements, eligible students of both UG and PG of the MSAJCE for projects on a non-paid basis during their vacations and project period. The selection shall be made based on personal discussions with the students and reference from the faculty members on a case to case basis.

**2. Open Innovation Workshops & Training Programmes**

OWCS and MSAJCE shall organize joint open Innovation workshops & training programmes on specific topic with mutually agreed period. The cost involved for the joint programmes shall be worked out on a case to case basis with the respective programme coordinator of MSAJCE.

**3. Collaborative Research**

Collaborative research shall be encouraged between MSAJCE and OWCS involving interested faculty members and students. OWCS shall encourage interested faculty members to undertake projects on (i) new product development and (ii) performance improvement of their existing products.

**4. Confidentiality**

MSAJCE and OWCS will exercise utmost care to preserve confidentiality of all the relevant matters arising out of the joint efforts. OWCS reserves the sole right on the product related data shared to MSAJCE. Faculty members and students involved from MSAJCE on projects with OWCS shall maintain the confidentiality of the data shared by OWCS and shall not publish the results in conferences or Technical Research Journals or any other forums in any form without the consent of OWCS.

The Confidential Information shall remain the property of the OWCS. No license of any kind under know how, designs, patent rights or other industrial or intellectual rights is granted or implied under this Agreement by either Party to the other.

OWCS & MSAJCE agrees that it will ensure that its employees, officers and directors will make reasonable efforts to ensure that its agent will hold in confidence all such classified information, data and will not disclose the same to any third party or use such Confidential Information or any part thereof without the other Party's prior written approval.

*[Handwritten signature]*  
06/01/21

*R. Nagaraj*  
06/01/2021



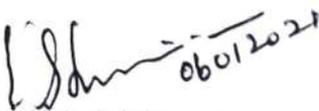
All information, notes analysis, compilations, studies, specifications, drawings or other documents received by the MSAJCE and or its Representatives in connection with the proposed Project shall be deemed to be the property of the OWCS.

### 5. Renewal, Termination and Amendment

This memorandum of understanding becomes effective on the date of signature. It may be amended by mutual agreement of the parties. It is renewed every three years without change on that date unless one party gives notice otherwise, six months in advance.

### 6. Revenue Sharing

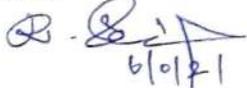
Any Revenue generated through the conduct of commercial training programmes and workshops shall be shared as per mutual agreement signed between MSAJCE and OWCS on a case to case basis.

(1)  06/01/2021  
Dr. K.S. Srinivasan  
Principal  
Mohamed Sathak AJ College of  
Engineering  
34, OMR, Siruseri IT Highway,  
Egattur, Chennai-603103. TN. India

(2)  06/01/2021  
Dr. R. Nagasubramanian  
Business Head,  
M/s Open Wave Computing Services Pvt. Ltd.,  
Sterling Road, First Floor, No-3, 3rd Cross St,  
Nungambakkam, Chennai, Tamil Nadu 600034  
India



### Witness

(1)  6/1/21  
Dr. R. Senthil Kumar  
Professor / Mechanical Dept  
Mohamed Sathak A.J  
College of Engg  
Siruseri - 603 103

(2)   
A. Syed Ismail, S/o I. Abdul Lathif  
No 11/6 Paramaranda Street  
Seven wells,  
Parrys, Chennai - 600001

Memorandum of Understanding  
between

Mohamed Sathak A.J College of Engineering  
&  
Palo Alto Networks Authorised Academy  
Cente

## AUTHORIZED ACADEMY CENTER AGREEMENT

This Authorized Support Center Agreement ("Agreement") is made and entered into as of the 02.01.2020 ("Effective Date") by and between (1) if AAC Partner is located in North America or Latin America, Palo Alto Networks, Inc., with a principal place of business at 3000 Tannery Way, Santa Clara, California, United States 95054, or (2) if AAC Partner is located in any other country other than those listed above, Palo Alto Networks (Netherlands) B.V., with a principal place of business at De Entrée 99-197 Oval Tower, 5<sup>th</sup> Floor 1101 HE Amsterdam, the Netherlands, and any Affiliate thereof that is required to provide services in accordance with this Agreement (collectively, "Palo Alto Networks"), and Mohamed Sathak A.J College of Engineering, with offices at Siruseri, Chennai

and any Affiliate thereof (collectively "AAC Partner"). If no Effective Date is indicated above, the Effective Date is the later of the execution dates below. Palo Alto Networks and AAC Partner may also be referred to herein individually as a "Party" or collectively as the "Parties" throughout this Agreement.

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

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

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

### 1. DEFINITIONS

1.1. "Academy" means any institution of higher learning.

1.2. "Accreditation Certificate" means the certificate of accreditation provided by Palo Alto Networks, to each AAC Partner-provided instructor that successfully completes the applicable training course(s) and passes the ACE exam.

1.3. "Authorized Network Security Instructor" means an AAC Partner-provided instructor that has received a current and valid certificate of accreditation from Palo Alto Networks for one or

more Authorized Courses and otherwise meets the requirements contained in this Agreement to conduct such Authorized Courses.

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

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

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

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

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

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

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

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

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

Authorized Academy Center: 20180125

CONFIDENTIAL

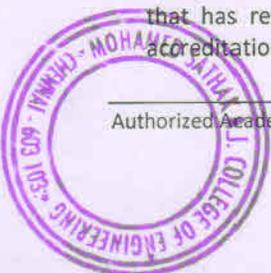
**PRINCIPAL**

MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING

No. 34, Rajiv Gandhi Road, (OMR) SIPCOT - IT Park

Siruseri, Chennai - 603 103.

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*Mohamed Sathak A.J.*  
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offered by Palo Alto Networks upon passing the proctored CNSE test.

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

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

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

## 2. APPOINTMENT AND AAC PARTNER OBLIGATIONS

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

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

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

2.4. **Equipment Bundle.** We recommend the use of one Palo Alto Networks Virtual Firewall/Virtual Machine (VM) per student or the alternate product configuration as described in Exhibit B.

2.5. **Palo Alto Networks Authorized Academy Instructor Training and Availability.** AAC Partner will

comply with the training and eligibility requirements set forth in Section 3.

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

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

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

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

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

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

2.12. **Instructors.** Prior to performing any Services or participating in any Authorized Course hereunder, AAC Partner will ensure that all relevant



*[Signature]* 20219

personnel have executed written agreements that: (i) effect a present and future assignment, license and waiver of all applicable Intellectual Property Rights by such personnel, and otherwise obligate such personnel to take such acts, as required by and consistent with Section 6; and, (ii) bind such personnel to the obligations set forth in Section 6 pertaining to Confidential Information.

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

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

### 3. TRAINING; ACCREDITATION

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

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

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

3.4. Updates. AAC Partner shall ensure that each accredited instructor completes all ongoing training requirements specified by Palo Alto Networks, including without limitation, reviewing updated and new Course Materials, successfully completing updated and new training made available by Palo Alto Networks, and any and all accreditation and certification requirements in

order to maintain the Authorized Academy Instructor authorization.

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

### 5. CONFIDENTIALITY

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

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

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

The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this



Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

## 6. PROPRIETARY RIGHTS.

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

## 7. MORAL RIGHTS.

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

## 8. TRADEMARK LICENSE

8.1. Subject to AAC Partner's compliance with

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

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

## 9. WARRANTY AND INDEMNIFICATION

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

9.2. Indemnity. AAC Partner will indemnify,



*[Handwritten Signature]*  
201719

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

9.3. Disclaimer. THE PARTIES MAKE NO WARRANTIES EXCEPT AS STATED IN THIS SECTION 9. THE PARTIES DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. LIMITATION OF LIABILITY**

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

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

**11. TERM AND TERMINATION**

11.1. Term. The term of this Agreement shall be one (1) year from the Effective Date (the "Term") and shall automatically renew for one (1) year terms

thereafter, unless earlier terminated in accordance with the terms of this Agreement.

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

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

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

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

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

11.7. Survival. The rights and obligations of the parties under Sections 6 through 12 will survive the termination or expiration of this Agreement.

**12. MISCELLANEOUS**



PRINCIPAL  
MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING  
No. 34, Raju Gandhi Road, (OMR) SIPCOT - II Park,  
Siruseri, Chennai - 603 103. 20219

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

12.2. Governing Law and Jurisdiction.

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

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

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

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

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

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

12.8. Relationship of the Parties. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the



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other party or to incur any obligations on its behalf, without the other party's prior consent.

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

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

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

12.10. Compliance with Foreign Corrupt Practices Act. AAC Partner will have and maintain all permits and licenses required by any governmental unit or agency and will comply with all applicable laws and regulations in performing this Agreement. If this Agreement or any transactions or act contemplated herein is legally required to be approved, registered, notified or recorded with or by any government

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



*[Handwritten Signature]* 2017/9

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

12.11. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

12.12. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

12.13. Equitable Relief. AAC Partner acknowledges that any breach of its obligations under this

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

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

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

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

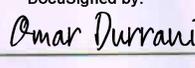
\_\_\_\_\_  
("AAC Partner")

**PALO ALTO NETWORKS**

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

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

Signed:   
 Print Name: DR. K.S. SRINIVASAN  
 Title: PRINCIPAL  
 Date: 07.02.2020

DocuSigned by:  
 Signed:   
 Print Name: Omar Durani  
 Title: FD  
 Date: Feb-13-2020



**PRINCIPAL**  
MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING  
No. 34, Rajiv Gandhi Road, (OMR) SIPCOT - IT Park,  
Siruseri, Chennai - 603 103.

**Exhibit A**

**AUTHORIZED ACADEMY COURSES**

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

Cyber Security Foundation Course—self-paced e-learning course (1 Credit General Concepts –15 Contact Hours)

Cyber Security Gateway Course (3 Credit Fundamental Networking and Security ( 45 Contact Hours)

Cyber Security Essentials Course is currently available. (3 Credit Technical Cybersecurity Concepts -- 45 Contact Hours)

Cyber Security Infrastructure Configuration course is currently available. (3 Credit –45 Contact Hours)

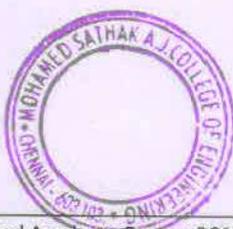
Cyber Security Defense & Countermeasures (3 Credit –45 Contact Hours)

Cyber Security Management Course (3 Credit Multiple Firewall Design and Configuration–45 Contact Hours)

Cyber Security Fault Analysis Course (4 Credit Troubleshooting Configuration and Deployment –60 Contact Hours)

**CUSTOM COURSES**

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



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EXHIBIT B

PALO ALTO NETWORKS ACADEMY LAB EQUIPMENT LIST

1. Lab Equipment.

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



*[Handwritten Signature]*  
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## EXHIBIT C

## AUTHORIZED TRAINING CENTER LOCATIONS

Street Address	City, State or Province	Country	Telephone No.	Email address
<u>Mohamed Sathak A.J. College of Engineering, Siruseri IT Park, OMR, Chennai - 603103</u>	<u>Chennai, Tamilnadu</u>	<u>India</u>	<u>044-27470024</u>	<i>principal@msajce-edu.in</i>

## AAC Partner Principal Contact:

Name:Dr K.S SrinivasanTitle:Principal

## AAC Partner Secondary Contact:

Name:Dr B.MuthukumarTitle:HOD

Memorandum of Understanding  
between

Mohamed Sathak A.J College of Enginnering  
&  
Godrej & Boyce Manufacturing Company  
Ltd.,



P. Porkodi  
AN 238735

தமிழ்நாடு TAMILNADU

Mohamed Sathak A.J. College of  
Engineering  
Egattur

P. PORKODI  
LICENCE No. 13 / CGL / 01  
No. 3/77, Pillaiyar Koil Street  
Sathankuppam Village  
KELAMBAKKAM-603 103

Rs. 500/-

2180

09-03-2020

### SERVICE AGREEMENT

THIS Agreement made this 2<sup>nd</sup> day of May 2020, between Godrej and Boyce Manufacturing Company Ltd., (G&B) a company incorporated under the Indian Companies Act, 1913, having its Registered Office at Pirojshanagar, Vikhroli, Mumbai 400 079, through its appliances Division hereinafter referred to as "Godrej" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its subsidiaries, associate and sister companies, successors-in-interests and assigns) of the One Part;



Dr.K.S. SRINIVASAN  
Principal

Mohamed Sathak A.J. College of Engineering  
Sivisari IT Park Chennai - 603 103

*And*

*(Partner name)*

*MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING, CHENNAI – 603 103.*

In 2010 Godrej Group decided to adopt an overarching CSR and sustainability strategy called 'Good and Green.' In this frame of reference the 'Good' refers to the activities that Godrej will undertake to identify and satisfy the needs of the population which has been underserved, hither to. The 'Green' refers to the activities that will conserve and foster greener India. It is through the adaptation of this framework that the Godrej Group will strive to create systematically shared value whereby it will engage in policies and practices that will enhance the competitiveness of the company while simultaneously advancing economic and social conditions in the communities in which it operates.

**Godrej Disha (Ensuring Employability):** India has 600 million people below the age of 25 out of which only 80 million (13%) are employable. The effort is going to be on skilling these people such that they become employable. Godrej Group, as a part of Godrej Disha has ambitious plans of training 1 million rural and urban youth in skilled employment by 2020. Godrej & Boyce, a holding company of Godrej Group has a sizable share to train.

*<About partner>*

Mohamed Sathak A.J. College of Engineering (MSAJCE) was setup in the year 2001, under the aegis of the Mohamed Sathak Trust (MST), which was formed in the year 1973 by the founder Chairmans Alhaj S.M. AHAMED JALALUDDIN and Dr.S.M.HAMID ABDUL QUADER, with a noble aim of promoting Technical Higher Education, Arts and Science, Medical and Management Education.

MSAJCE was established with an objective of imparting quality education, developing ethical values and personality traits thereby moulding the budding engineers into dynamic and deployable engineers

To initiate vocational training activities Godrej will partner with MSAJCE for imparting training in various occupational areas in India.

G & B and MSAJCE are committed to the social cause; hence this partnership is made to achieve the objective of Godrej Disha. G & B and MSAJCE henceforth will jointly offer the technical training courses in existing Chennai centres or new centres, in mutual agreement. Based on G & B's requirement, the proposed trade courses are elaborated in Appendix 1.

To ensure that this association between **GODREJ AND BOYCE MANUFACTURING COMPANY LTD.** and **MSAJCE** works smoothly, we abide by the following Agreement.

1. The details of the proposed trade courses together with the proposed fee structure of

## Period and Applicability

This AGREEMENT shall be valid for a period of three years from 02.05.2020 and shall be renewed thereafter on mutual consent. In the event if Godrej or MSAJCE wish to withdraw from this AGREEMENT, they have to serve a minimum 30 days written notice and meet the existing and continued obligations/contract including completion of running batch of the Course.

MSAJCE agrees that violation of any of the provisions of this AGREEMENT shall constitute just cause for immediate termination of this AGREEMENT by Godrej.

MSAJCE agrees to return all the material including but not limited to course material provided by Godrej in same good usable condition when the period of Agreement expires or as & when Agreement is terminated.

Course material shared is Godrej property and MSAJCE will not be in a position to continue using it in case of termination/ expiry of this agreement.

### 2. **MSAJCE** will be responsible for:

- a. Sourcing students that require conducting of continuous need assessment of the area to get a pulse of skill requirement of the area and the aspirations of students.
- b. Conduct classroom training
- c. Conduct practical training
- d. Conduct day-to-day monitoring of training activities, evaluation of training activities on regular basis.
- e. Conducting examinations and joint certification with G&B.
- f. Provide equipment, instruments, tools, furniture & fixtures, books, materials, among other things that are required to conduct training.
- g. Provide reports and training data to G&B in formats prescribed by G&B and within the timelines specified by G&B.
- h. Ensure that proper discipline and safety precautions are undertaken by the students and also by its employee.
- i. Develop and finalize the course content in consultation with G&B.
- j. Involve Godrej employees in conducting train the trainers program, guest lectures and taking mock tests/interviews at the centres.
- k. Allow Godrej To carry out Training activities for its service technicians on mutually agreeable dates which will be communicated well in advance. All expenses towards such training will be borne by Godrej.
- l. Conduct review meetings ( in person or telephonic) once in a month, where in

- m. Provide placement assistance to candidates and endeavour to place at least 75% candidates trained in any batch.

In case of breach of agreement or mutual consent MSAJCE will hand over all the tools and Equipments provided by Godrej back to Godrej in good condition at its own cost.

**3. G&B and MSAJCE will jointly be responsible for:**

- a) Conducting Train the Trainers programme for the staff engaged for this activity.
- b) Designing and reviewing the curriculum based on the job potential and student's requirements.
- c) Arranging various students related activities such as arranging industry & market visit for students, arranging soft and behavioural skill training, basic computer training etc.
- d) Maintaining all records of students in formats prescribed by G&B.
- e) Deciding the fee structure of each trade every year to reduce the impact on direct subsidy paid by G & B.
- f) Participating in the needs assessment survey of area & student feedback surveys to assess the impact of Godrej Disha under Good & Green vision.

A representative person from G&B and MSAJCE will engage in review meetings (in person/ telephonic) once a month to solve pertinent issues between the two organizations:

**4. MUTUAL COLLABORATION**

Each Party agrees to:

- (i) Performing its respective obligations under this Agreement;
- (ii) Cooperating, integrating and coordinating with each other in the successful completion of the intended Course; and
- (iii) Provide reasonable assistance, access and information to the other Party where required to enable the other Party to perform its roles and obligations.
- (iv) Work in good faith to use all reasonable commercial endeavours to ensure a successful and efficient collaboration to achieve the desired objectives.

**5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 It is hereby unconditionally agreed and explicitly understood by and between the parties hereto that the brand 'Godrej ' is a distinctive and a well-known trademark in so far as India is concerned and for which Godrej has sought statutory protection for the same. Nothing contained herein shall be deemed to grant either directly or by implication, estoppels, or otherwise, any license to MSAJCE under any patents, copyrights, trademarks or trade secrets of Godrej or of the Godrej Group of companies ("Godrej Group")

- 5.2 In order that either party may protect its trademarks, service marks, trade names, trade secrets, corporate slogans, corporate logos, product designations (collectively the "Marks") and its goodwill, both parties agree that they shall have no right to use the Marks in the sales or advertising of any Products or on any Product containers, component parts, business forms, sales, advertising or promotional materials, websites, letterhead, business cards or other business supplies or materials, whether in writing, orally or otherwise, without the prior written consent of the other.
- 5.3 Any such consent given by either party shall terminate upon the expiration or termination of this Agreement, or earlier as specified.

## **6. INDEMNITIES**

MSAJCE shall indemnify and hold harmless G&B against any costs, claims etc. resulting from, caused by, relating to or arising out of its actions under this AGREEMENT including any negligent acts or omissions of MSAJCE or the students in the classroom or in the field or otherwise as a result of MSAJCE failing to provide the appropriate training and/or any damage caused to Godrej's properties or materials.

## **7. PROJECT MONITORING & ASSESSMENT**

Evaluation of quality, efficiency and performance of programme would be a strong focus to achieve desired results.

- 7.1 The performance of the training programme will be monitored monthly by the nominated Single Point of Contact (SPOC) OR the Project Coordinator from both the parties.
- 7.2 Godrej has a right of access to the centre where training is conducted at any time during the conduct of the course. Godrej shall be entitled to make a surprise visit any time each quarter/month to assess and evaluate MSAJCE's capability and efficiency in imparting proper training and completion of its milestones for the project.
- 7.3 Additionally, at any time without prior notice Godrej has a right of entry into the premises and conduct a surprise audit including interviewing the candidates and assessing their knowledge, skills and capabilities by any of Godrej's authorized person who is skilled in the profession, during the course.
- 7.4 MSAJCE shall provide Godrej, project reports from time to time in the format prescribed by Godrej, audited reports and other supplementary project reports for the smooth execution, assessment and transparency of the project.

## **8. NOTICE OF TERMINATION**

This Agreement shall be terminated at the instance of Godrej by giving a written notice of

On termination of this Agreement, MSAJCE shall return to Godrej all the training, teaching and other material of proprietary in nature and the same shall not be used by MSAJCE for any other purpose or person.

Godrej shall have the sole right to terminate the agreement without prior notice if;

- a. MSAJCE commits the breach of any terms of this agreement;
- b. MSAJCE commits any act or omission which harms the reputation of Godrej;
- c. MSAJCE declared insolvent or insolvency proceedings are initiated against him;
- d. MSAJCE acts in a manner prejudicial to the interest of Godrej and Godrej shall be the sole judge in this regards.

Expiry or termination of this Agreement howsoever occasioned shall be without prejudice to rights and obligations occurred or incurred prior to the date of expiry or termination and accounts between the parties shall be promptly settled.

## **9. EFFECT OF TERMINATION**

Expiration or termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination.

MSAJCE agrees that on violation of any of the provisions of this Agreement Godrej shall send a notice mentioning details of breach and shall grant a rectification time of 30 days. However after expiry of 30 days period if MSAJCE fails to rectify the breach/ continues to breach of any of the terms and conditions it will cause immediate termination of this Agreement.

Expiry or termination of this Agreement howsoever occasioned shall be without prejudice to the rights and obligations occurred or incurred prior to the date of expiry or termination.

In the event of expiry or earlier termination of this Agreement for any reason whatsoever, MSAJCE shall forthwith cease to make use of the Godrej's logo including but not limited to any other brand identity related wordings, designs, symbols, stationery and documents. MSAJCE shall return to Godrej all the material on 'as is where is' conditions including but not limited to training material, the glow-sign and any such objects, POP material, unused stationery and documents pertaining to the Course.

MSAJCE shall also account for the products/materials, if any, belonging to Godrej and lying in its custody.

MSAJCE shall return all the monies paid in advance by Godrej for the specific course at the time of initiation of such course.

It is expressly agreed and understood between the parties that MSAJCE shall not have any right, title, interest or lien on the materials, and other goods lying at the Training Premises pertaining to this Agreement and the parties agree to settle all outstanding matters amicably, failing which, the same may be referred to arbitration pursuant to MSAJCE herein below.

#### **10. FORCE MAJEURE**

Neither Party shall be liable for the failure to perform its obligations under this Agreement of a specific Project/ Course if such failure is occasioned by a contingency beyond such party's reasonable control, including but not limited to strikes or other labour disturbances, lockouts, riots, wars, fires, floods, earthquakes or storms. A party claiming a right to excused performance under this Article shall immediately notify the other party in writing of the extent of its inability to perform, which notice shall specify the occurrence beyond its reasonable control that prevents such performance.

Upon occurrence and cessation of any event constituting force majeure, the Party affected shall immediately give notice in writing to the other Party.

If force majeure persists for continuous period of [60] days and in the opinion of the affected Party, it shall continue for an indefinite period, the Party affected shall give a notice in writing to the other Party of such continuance within period of [7] days. Within [30] days from the date of such notice, the Parties shall meet to reach an agreement for continuation, modification or termination of this Agreement. If an agreement cannot be reached, either Party may terminate this Agreement by giving a 30 days' notice in writing to the other Party. Nothing herein shall operate so as to terminate, waive or suspend any obligation to make a duly acknowledged payment under this Agreement.

#### **11. LIMITATION OF LIABILITY:**

In no event shall Godrej be liable for any indirect, special, incidental or consequential damages, including but not limited to, loss of profit, loss of revenues or damages to MSAJCE or any other party.

#### **12. ASSIGNMENT**

This Agreement or the benefit there from shall not be assignable or transferable by MSAJCE in favour of anyone without the prior written consent of Godrej

### **13. CONFIDENTIALITY**

Each party acknowledges that their confidential information constitutes valuable trade secrets and each party agrees that it shall use the confidential information of the other party solely in accordance with the provisions of this AGREEMENT and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the confidential information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, (ii) obtained by the other party from third parties without restrictions on disclosure, (iii) independently developed by the other party without reference to confidential information, or (iv) required to be disclosed by order of a court or other governmental entity.

In the event of actual threatened breach of the provisions of the above para, the non-breaching party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

### **14. EXCLUSIVITY**

MSAJCE agrees that this agreement is a non-exclusive and that Godrej can enter into same/ similar transaction with any individual or entity.

### **15. ARBITRATION**

All disputes, differences or questions arising between the Parties in connection with this Agreement, including but not limited to the construction of this Agreement or the rights, duties or liabilities of either party, will be settled by Arbitration. Arbitration of any dispute may be initiated by one party sending a written demand for Arbitration to the other party. This demand will specify the matter in dispute and request the appointment of an Arbitration panel. The Arbitration panel shall consist of a Sole Arbitrator mutually appointed by both Parties. The Arbitration proceedings will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of the Arbitration will be at Mumbai. All expenses of the Arbitration shall be borne equally by the Parties, unless the Arbitrator rules otherwise.

### **16. MISCELLANEOUS PROVISIONS**

#### **16.1 AMENDMENT**

No provision of this Agreement and the Appendices may be amended, revoked, or waived except in writing signed and delivered by an authorised person of each Party. Either

## **16.2 VALIDITY**

If any clause, section or paragraph of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be deemed severed from the remainder of this Agreement and will have no effect on the legality, validity or enforceability of the remaining provisions.

## **16.3 APPLICABLE LAW**

This Agreement will be interpreted and construed in accordance with the Laws of India. All disputes arising out of this Agreement shall be subject to the non-exclusive jurisdiction of the Courts sitting at Mumbai.

## **16.4 WAIVER**

The failure of either party hereto, to enforce any of the provisions of this Agreement or any right or remedy conferred by law in a given circumstance, shall not be deemed a waiver of any such provision, right or remedy in perpetuum.

## **16.5 HEADINGS**

The paragraph headings of this Agreement are merely for the convenience of the parties and are not to be construed as modifying or changing the obligations or conditions expressed in this Agreement.

## **16.6 ENTIRETY**

This Agreement and the Appendices and Exhibits attached herewith and including all subsequent appendices added/modified/executed by and between the parties, represents the entire understanding as of the Effective Agreement Date hereof between the parties with respect to the matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the parties relating thereto.

## **16.7 CONFLICT WITH APPENDICES**

If any terms of this Agreement are in conflict with any terms of the Appendices/Exhibits, the terms of this Agreement shall govern.

## **16.8 COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall, constitute one and the same instrument.

**16.9** All the Appendices attached and that which is executed subsequently with this Agreement shall expire or terminate concurrently with this Agreement unless this agreement is renewed by mutual consent of the parties.

**17.0 NOTICE**

17.1 Any notice under this Agreement must be in writing and signed by a duly authorized officer of the Party concerned;

17.2 Notices under this Agreement may be delivered personally, sent by facsimile or registered post (postage prepaid, acknowledgement due) to the registered office or such other address as may be notified by the Parties:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed, in duplicate, by their duly authorized representatives on the date first written above.

SIGNED, SEALED AND DELIVERED )  
By the within named Mr.Kamal Nandi )  
(Executive VP & Business Head) )  
GODREJ & BOYCE MFG. CO. LTD. )  
Through its appliances division )  
In the presence of ..... )



WITNESS:

- 1.
- 2.

Address:

SIGNED, SEALED AND DELIVERED )  
By the within named Dr.K.S.Srinivasan, )  
Principal, )  
MSAJCE )  
\_\_\_\_\_ )  
Through its \_\_\_\_\_ signing authority \_\_\_\_\_ )  
\_\_\_\_\_ )  
In the presence of ..... )

**Dr.K.S. SRINIVASAN**  
Principal  
Mohamed Sathak A.J. College of Engineering  
Siruseri IT Park, Chennai - 603 103.

WITNESS:

- 1.
- 2.

Address:

**Dr. S. VJAYAKUMAR, Ph.D.,**  
Administrative Officer  
Mohamed Sathak A.J. College of Engineering  
No.26, Rajiv Gandhi Road, (OMR) Siruseri - IT Park,  
Siruseri, Chennai - 603103.

**Dr.R.SENTHILKUMAR M.E, Ph.D**  
Professor & Head  
Department of Mechanical Engineering  
Mohamed Sathak A J College of Engineering  
Siruseri IT Park, Chennai - 603103.

## APPENDIX 1

### A. NATURE OF THE COURSE

#### I. Scope and Areas of Operation:

(a) For the purpose of this AGREEMENT, it has been mutually agreed that the Course designed by GODREJ will be executed by MSAJCE 3 batches a year at a stretch in 3 months, per batch effectively, as per day-wise schedule given by GODREJ. The Course and other material pertaining thereto shall remain the absolute property of GODREJ.

(b) The Course shall be set up and run in the premises made available by MSAJCE which premises is more fully described above (hereinafter referred to as "the premises"). The premises belong to MSAJCE and will be used to conduct the Course during the subsistence of this Agreement.

#### II Project name and description:

Both GODREJ and MSAJCE agree that the Course designed by GODREJ for MSAJCE would be of an advance level quality training program to be imparted in max. three months at a stretch. The said three months Course would be proprietary to GODREJ. Both the parties agree to develop the required teaching aids under the guidance of GODREJ to facilitate smooth execution of the respective Course/s.

During the 3 months duration of the Course, weekly tests as per schedule will be conducted.

These test papers will be corrected by MSAJCE staff. The marks of these tests will be counted in the final evaluation of the students.

The final examination at the end of the Course will be designed and executed by GODREJ as stated in above. These papers shall be sent to GODREJ for evaluation.

#### III. Course Details

##### A. 15 Days Certificate Course

1. Basic Refrigeration and Air-conditioning
2. Refrigeration Repairs
3. Air-conditioning Repairs
4. Basics in Washing Machine and Microwave
5. Basic Home appliance training. (Includes Electric iron, hotplate, geyser, mixer grinder)

##### B. 1 Month advance course

1. Advanced refrigeration and air conditioning
2. Advance Washing and Microwave

##### C. 3 Months Advance Course

#### **IV. Study Materials**

MSAJCE agrees to return all the material including but not limited to Course material provided by GODREJ in same good usable condition when the period of Agreement expires or as & when Agreement is terminated

#### **B. STAGES OF IMPLEMENTATION**

1. Mobilization of candidates, including adequate screening thereof, of such unskilled or under skilled workers.
2. Training of Candidates at well-equipped premises as agreed upon with Godrej
3. Recruit/depute resources (trainers) to implement the course and manage the Centre on an exclusive basis.
4. Conduct final assessment of trained candidates.
5. Certification of successful candidates from Godrej and MSAJCE.
6. Job assistance/placement assistance to the certified candidates.

This Project shall be deemed complete upon the completion of the last milestone hereunder

1. Setting up Infrastructure as given hereunder for training within 4 months from date of agreement.
2. Having all the tools and equipments as given hereunder
3. Training a Minimum of 150 Candidates per year.

#### **A. Infrastructure**

MSAJCE will provide infrastructure for the Course. The infrastructure would include the premises approximately 1200 sq. ft, with Front Office, 1 computer, 25 seating capacity. MSAJCE has agreed to upgrade, if required, at their own cost the present set up to suit the future student requirements.

The infrastructure offered would have the following for the training requirements:

- a) One lecture hall (600 sq ft) with seating capacity for 25 students with bench (Table cum chair), white boards, LCD projector, good quality PC, ready-made educational charts and any other equipment(s) as required from time to time.
- b) One Internet Connection & LAN as required for the conduct of the Course, in the lecture hall.
- c) The laboratory (600 sq ft) will be equipped with 3 work tables and adequate appliances, tools, equipments, sub-assemblies of important parts, water, electrical power supply, white board etc. as per the recommendation of GODREJ and as agreed mutually by both the Parties.

#### **B. List of Tools and Equipment**

4. Table & Chair for Trainer
5. Storvel / Cupboard / Sliding Door Unit 1 no.
6. Storvel / Cupboard for Consumables & Masters, etc. 1 no.
7. Racks for keeping Compressor, Gas Charging Stations, etc. 2 nos.
8. Drawing Equipment ( Drawing Board, Compass, T-square, Set square, etc ) 6 sets
9. Appliances – Refrigerators/ Washers/ Aircons 1 each of DC/FF, SA/FA/FL, WAC/SAC.
10. Work Tables 4 (Big size 5' x 3')
11. Bins for Tools, etc. 6 nos.
12. White Board 1 no. in each room/hall
13. White board Marker ( Black, Red, Green, Blue ) 2 each
14. Attendance Register 1 no.
15. Printouts of Work Instruction, Effects of Air & Moisture, Various Pressures as per refrigerants, Wiring Diagrams, etc. for display 1 set
16. First - Aid Box with all Material 1
17. School Bags 25 nos. (only for 3 months course from GODREJ)
18. Complete Appliance hand book, Pocket book etc., 25 sets(only for 3 months course from GODREJ)
19. Ball Pen 25 nos. (only for 3 months course from GODREJ)
20. Note Book ( A 4 size - 200 pages ) 25 nos. (only for 3 months course from GODREJ)
21. Pencil + Eraser 25 nos. (only for 3 months course from GODREJ)
22. Name Plate and I-Card/Batch 25 nos.
23. Service Manuals / User Manuals 1 set each
24. Technicians Tool Bag
25. Board Duster 2 nos.
26. Cloth pieces ( 2' x 1' ) 25 nos.
27. Call Bell with Switch in Training Office 1
28. Personal Protection Equipment 6 Sets
  - a) Hand Gloves
  - b) Goggles
  - c) Safety shoes
  - d) Lab coat
29. Brazing Kit 2 Sets
30. Gas Charging Stations 6 nos. with hose pipe sets of 3 each
31. Recovery & Recycling Unit 1 no.

33. Measuring & Testing Equipment 4-6 Sets

- a) Pressure Gauge
- b) Compound Gauge
- c) Voltmeter
- d) Ampere Meter
- e) Watt Meter
- f) Digital Clamp Meter
- g) Digital Thermometer
- h) Measuring Tape (5 mtrs)
- i) Megger
- j) Anemometer (optional)
- k) dB meter
- l) Capillary Gauge

34. Refrigerants various

35. Compressor ( All Models ) 2 each

36. Compressor Oil ( Sample ) 2 Jar

37. Drier / Filter ( Sample ) 2

38. Capillary various Sizes

39. Brazing Rod + Flux 6 Sets

40. Screw Bits / Nut Driver ( 41 Piece Set ) 4-6 Set

41. Testing Board ( Ref / Ac ) 4-6 Set

42. Soft Wooden Board 3' x 4' 4

43. Tube Bender ( Mechanical / Tube ) 1 Set

44. Swaging Punch 3 Set

45. Copper Tube 1/2, 3/16, 1/4, 3/8, 5/8 etc. 1 Roll each

46. Teflon Sheet ( White / Black ) 5 mtrs.

47. T - Allen key 2 Set each Type

48. L - Allen Key 2 Set each Type

49. All Types of Spare Parts 2 each

50. Nose / Combination Pliers (insulated 150mm), Tong Pliers 2-3 each

51. Tube Cutter 3-4 nos.

52. Wire Brush 4-6 nos.

53. Paint Brush ( 50mm ) 4-6 nos.

54. Hammer 2 nos.

56. Fixed Spanner ( 10-11, 14-15, 16-17 ) 4-6 nos. each
57. Neon Phase Tester ( insulated 150mm ) 4-6 nos.
58. Round File (Smooth 150mm) 2-3 nos.
59. Flat File (smooth 200mm) 2-3 nos.
60. Hacksaw with Blade (150-200mm) 1 no.
61. Long Screwdriver (250mm) 2 nos.
62. Tommy (mini) Screwdriver- Flat Head (550mm tip) 2 nos.
63. Fire Extinguisher (THE PERSON/S Powder type) 2kg 2 nos.

List of recommended Books for additional reading (6 sets)

1. Refrigeration & Air-conditioning Service – By S. Kumar
2. Electrical Engineering Pocket Book – By Bajaj
3. Machine Drawing – By Gupta Kaushik.

Publishers: New Heights Publishers, New Delhi

Book No. 1 above is available in Hindi, Marathi, English & other languages also.

### C. SCOPE OF WORK

#### Responsibilities OF GODREJ

- (a) GODREJ shall prepare and provide the syllabus and study material (courseware) in CD-ROM format for their part of training of 3 months. MSAJCE will use only the recommended teaching material and not any other unless approved by GODREJ.
- (b) GODREJ shall provide the text books, note books, other stationary material and a school bag (only one for each student) when the Course commences only for the 3 months course.
- (c) GODREJ will conduct final examination at it's cost and shall print and issue a certificate to the successful students that will carry name and logos of GODREJ. However the endorsement on the certificates of MSAJCE will be permitted.
- (d) Godrej Shall provide the tools and equipments mention below. These tools and equipments are and will be the property of Godrej.

Sr. No.	Item Description	Quantity
1	Tools Box Metallic	4
2	Hand Gloves	8 pairs
3	Goggles	8
4	Brazing Torch	

Sr. No.	Item Description	Quantity
8	Refrigerant Recovery Cylinder – 1kg	2
9	Four way gauge Manifolds	2
10	Refrigerant Hoses – (set of 3 hoses with 1/4" SAE standard connectors))	4
11	Charging tubes with Schrader Valves	16
12	Pressure Gauge (0 to 300 psi)	4
13	Compound Gauge (0 to 150 psi)	4
14	Digital Clamp Meter	6
15	Digital Thermo Hygrometer (-50° C to 50° C)	4
16	Watt Meter (0 to 200 W)	4
17	Volt Meter (0 to 300 V)	4
18	Ampere Meter (0 to 20 A)	4
19	Capillary Gauge Set	2
20	dB Meter	2
21	Anemometer	2
22	Measuring tape (0 to 5 Mtrs)	4
23	Weighing Scale (5kg)	2
24	Refrigerant Leak Detector	1
25	Adaptor for Refrigerant Can	4
26	Tube Bender Spring type - 1/4"	2
27	Tube Bender Spring type - 1/2"	2
28	Tube Bender Spring type - 3/8"	2
29	Tube Bender Spring type - 5/8"	2
30	Mechanical Tube Bender - 1/4"	2
31	Mechanical Tube Bender - 1/2"	2
32	Mechanical Tube Bender - 3/8"	2
33	Mechanical Tube Bender - 5/8"	2
34	Flaring & Swaging set	4
35	Allen Key Set	4
36	T Allen Key Set	4
37	Fins Straightener/Comb	4
38	Nose Plier	4
39	Combination Plier	4
40	Tong Plier	4

Sr. No.	Item Description	Quantity
45	Monkey/Adj. Spanner	4
46	Chisle 16mm	2
47	Ratchet Wrench	2
48	Adjustable Spanner 8"	4
49	Adjustable Spanner 12"	4
50	Fixed end Spanner Set	4
51	Line Tester	4
52	Flat File	4
53	Round File	4
54	Hacksaw with blade (big)	2
55	Hacksaw with blade (small)	2
56	Long Screwdriver (combination)	4
57	Mini Screwdriver (combination)	4
58	Piercing Valve	4
59	Pinching Plier	4
60	Wire Stripper	4
61	Capillary Cutter	4
62	Insulation Tape Roll	4
63	Teflon Tape Roll	4
64	Emery Cloth Roll	2 rolls
65	Drill Machine	2
66	Drill Bits set	2
67	Bench Vice	2
68	Blower	2
69	N2 Cylinder Regulator	2
70	N2 Cylinder Valve Key	2

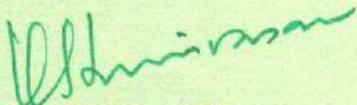
#### D. CHANGES TO PROJECTS

In the event MSAJCE intends to change any terms of the service Agreement, MSAJCE shall submit such changes in writing to Godrej ('Proposed changes'). Such proposed changes shall be implemented by the parties only upon Godrej's acceptance of such changes in writing and upon mutual agreement of the parties on a revised budget as set forth in this Agreement.

Godrej shall have a right to accept or reject such changes at its sole discretion without

- E. PROJECT MONITORING AND ASSESSMENT:** *(May include points that have not already been incorporated in clause no 9 of this Agreement)*
- F. PROJECT REPORTING:** *(May include points that have not already been incorporated in clause nos. 4&5 of this Agreement)*
- G. PROJECT CO-ORDINATOR:** *:(This is an indicative list, divisions may include points in addition to the following)*
1. Each Party shall appoint a project coordinator to jointly co-ordinate and manage the Project. The Project Coordinator of a Party shall be its central point of contact on all matters concerning the Project.
  2. The Project Coordinator of each party is set out in this Agreement.
  3. If, for any reason, the Project Coordinator of the Person/s is unable to continue to serve under the Project, shall identify a successor acceptable to Godrej to assume the responsibility of Project Coordinator. If a successor acceptable to Godrej is not appointed within thirty (30) days of the unavailability of MSAJCE Project Coordinator, then Godrej shall be entitled to terminate this Agreement by fourteen (14) days written notice to MSAJCE.



  
**Dr.K.S. SRINIVASAN**  
Principal  
Mohamed Sathak A.J. College of Engineering  
Siruseri IT Park, Chennai - 603 103.

Memorandum of Understanding  
between

Mohamed Sathak A.J College of Enginnering  
&  
Ford India Pvt Ltd



தமிழ்நாடு TAMILNADU  
FORD INDIA Pvt. Ltd.,  
MARAIMALAI NAGAR.

01 FEB 2020

BY 719116

D. MANI  
BAZAAR - S.V  
L.No: 1761-B1-87  
Chengalpattu (T.N)

THIS UNDERTAKING-CUM-INDEMNITY is executed at Chennai on 19<sup>th</sup> Feb 2020.

By Mohamed Sathak A.J. College of Engineering, 34, Old Mahabalipuram Road, Egattur, Chennai – 603 Tamilnadu, India, represented by its authorized signatory Dr. K. S. Srinivasan, Principal (hereinafter referred to as "MSAJCE" which expression shall, unless it be repugnant to the subject or context thereof, include its successors in interest and permitted assigns) of the ONE PART.

For FORD INDIA PRIVATE LIMITED  
Authorized Signatory

For FORD INDIA PRIVATE LIMITED  
Authorized Signatory

Dr.K.S. SRINIVASAN  
Principal

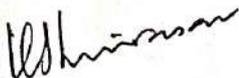
the students with modern technology in cars and engines, and FORD has offered the Equipment's for this purpose. The Equipment's are more fully described in the schedule written hereunder for the benefits of students of MSAJCE.

Pursuant to the above, it is necessary for FORD to obtain an Undertaking-cum-Indemnity from MSAJCE, declaring that the MSAJCE will use the Equipments inside the premises of the MSAJCE only for the purpose of demonstration so as to impart training to its students and had agreed to execute an Undertaking-cum-Indemnity in favor of FORD as set out hereunder.

**NOW THIS UNDERTAKING-CUM-INDEMNITY WITNESSETH AND IT IS HEREBY AGREED AND UNDERTAKEN BY THE MSAJCE AS FOLLOWS:**

In consideration of FORD agreeing to offer Equipments, as detailed in the schedule to MSAJCE at the request of MSAJCE, MSAJCE hereby agrees, undertakes and indemnifies FORD as follows:

- a) MSAJCE fully undertakes that the Equipments offered by FORD will be used only inside the premises of MSAJCE or the limited purpose of demonstration to impart effective training to the students of MSAJCE to learn the latest technologies and will not be used in any other place including on any private or public road, for any purpose whatsoever including commercial purpose. It is understood by the MSAJCE that the cars comprising the Equipment's are



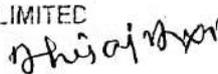
For FORD INDIA PRIVATE LIMITED

Authorised Signatory

**Dr.K.S. SRINIVASAN**

Principal

Mohamed Sathak A.J. College of Engineering

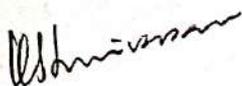


For FORD INDIA PRIVATE LIMITED

Authorised Signatory

not roadworthy and cannot be registered as vehicles that can be used for transport and commute.

- b) MSAJCE acknowledges and agrees to the condition that the Equipment's offered by Ford is on a as is where is condition and will not carry any warranty. Ford is not responsible for any maintenance or repair of the Equipment's.
- c) MSAJCE further undertakes that the engines offered by FORD as part of the Equipment's will not be fixed or used in any vehicles intended for any purpose including transportation of any kind of whatsoever nature on any road and within premises of MSAJCE.
- d) MSAJCE fully undertakes that the Equipments will not be sold, let on hire to any one and the same will be used for only for educational and training purposes within the premises of MSAJCE until the Equipment's are dismantled and scrapped.
- e) MSAJCE would be fully responsible and liable and shall indemnify and keep FORD indemnified from and against all expenses, costs, damages, losses, etc., that FORD may suffer or be put to as a result of breach of this Undertaking committed by MSAJCE. Violation of any applicable laws, rules

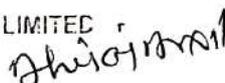


Dr.K.S. SRINIVASAN  
Principal

I Mohamed Sathak A.J. College of Engineering  
Sirtseri IT Park, Chennai - 603 103.

For FORD INDIA PRIVATE LIMITED

Authorized Signatory



For FORD INDIA PRIVATE LIMITED

Authorized Signatory

& regulations as may arise on account of use of Equipment's by MSAJCE or any injury / accidents caused to any persons during demonstration, training, teaching or class, and also as long as when the Equipments are kept within the premises of MSAJCE or any road accidents resulting in loss of lives or damages to any third party, property or other reasons.

**Binding Arbitration:**

The parties agree that all claims, disputes and other matters in question between them, arising out of or related to this Agreement, whether sounding in contract, tort, statutory causes of action, or other causes of action whatsoever, shall be decided by binding arbitration in Chennai, India in accordance with the Arbitration and Conciliation Act, 1996, by a sole Arbitrator appointed in accordance with the said Act. The Award rendered in such Arbitration shall be final and binding on the parties. The Award shall be Enforced through a court of competent jurisdiction. This Agreement shall not be construed as consent to arbitrate any dispute with any person who is not a party to this Agreement.

**Governing Law & Jurisdiction:**

This Agreement shall be governed by the laws of India and the exclusive jurisdiction will be the courts of Chennai.

This Undertaking-cum-Indemnity shall be in full force and operation until the Equipments are fully dismantled and scrapped. MSAJCE will also ensure that the scrapping process is done in a proper manner and will take all necessary steps to



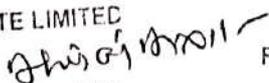
For FORD INDIA PRIVATE LIMITED

Authorised Signatory

**Dr.K.S. SRINIVASAN**

Principal

Mohamed Sathak A.J. College of Engineering  
Siruseri IT Park, Chennai - 603 103.



For FORD INDIA PRIVATE LIMITED

Authorised Signatory

curb any parts of the Equipment's are sold/ reused in the aftermarket.

IN WITNESS WHEREOF, We, **MSAJCE** College through **Dr. K. S. Srinivasan (Principal)** its authorized signatory has executed this Undertaking-cum-Indemnity on the day, month and year first above written.

For and on behalf of

**Mohamed Sathak A.J. College of Engineering**

**Dr. K. S. Srinivasan**

Title : Principal

**SCHEDULE / VEHICLE DETAILS**

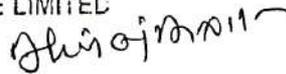
Physical VIN	Logical VIN	Vehicle Specification
MAJ3S2KE3KC238069	MAJBXXMRKBJM58756	1.0 Fox, 6 SPD AUTO TRANS 6F MID-RANGE, Titanium, LHD, MDS, CANADA



**Dr.K.S. SRINIVASAN**  
Principal  
Mohamed Sathak A.J. College of Engineering  
Siruseri IT Park, Chennai - 603 103.

For FORD INDIA PRIVATE LIMITED

Authorised Signatory



For FORD INDIA PRIVATE LIMITED

Authorised Signatory



**Good Day,**

Based on the request received from your institute and Ford India's CSR (Corporate Social Responsibilities) Initiative, One Eco Sport vehicle (Pre build test unit) will be provided for learning purpose to engineering or technical institutes at no cost., Educational institute to bear the vehicle Shipment, logistics charges from Ford India (Chennai – Maraimalai Nagar) to Educational Institute location.

As part of Next process, Ford India and the education institute need to sign-off the legal agreement "stating that it will be used only for the study purpose and not for driving / resale purpose"

Here with we have attached the legal document printed in the stamp paper and signed by Ford authorities (2 copies). **Make sure every page of the legal document must seal and sign by your institution authorities and retain one copy and send the other copy back to us (Ford India).**

Once we received the signed legal stamp paper with both the parties, we will communicate to you that vehicle is ready for pick up. You can arrange your own logistics or use existing logistic provider at Ford India by arranging payments. (Vehicles should not be driven and has to be transported through trucks)

For any clarification required kindly contact the below persons,

1. **P. S. Prathap**  
Deputy Manager – New Model Programs  
Email: [sprathap@ford.com](mailto:sprathap@ford.com)  
Mobile: 96000 65029
  
2. **P. Arun Prakash**  
New Model Program  
Email: [parunpr2@ford.com](mailto:parunpr2@ford.com)  
Mobile: 9894 762702

xxxx---**Thank You**---xxxx

Memorandum of Understanding  
between

Mohamed Sathak A.J College of Engineering

&

Altair Engineering India Pvt Ltd

**ALTAIR ENGINEERING INDIA PVT. LTD.**  
**EDUCATIONAL SOFTWARE LICENSE AGREEMENT**

THIS SOFTWARE LICENSE AGREEMENT, including the terms and provisions hereof and in the Order Form attached hereto and incorporated herein (the "Agreement") by and between ALTAIR ENGINEERING INDIA PVT. LTD., located at Mercury 2B Block, 5<sup>th</sup> Floor, Prestige Tech Park, Sarjapur Marathahalli Outer Ring Road, Bangalore, India 560103 ("Altair India"), and the licensee named below (the "Licensee"). Altair India is an authorized reseller of Software developed by or marketed by Altair Engineering, Inc. ("Altair USA"). Altair India and Licensee, intending to be legally bound, hereby agree as follows:

**1. Definitions.**

- (a) **Copy.** For purposes of this Agreement, the term "copy" shall be defined as any reproduction of the Software in whole or in part, in any form whatsoever, including but not limited to: print-outs on any legible material in any computer language; machine code or punched paper tape or the like; duplication in memory devices of any type, including random access memory, read-only memory or the like; recordings of any type, including magnetic recordings on any recordable material; or any handwritten or oral duplication or reproduction of the Software.
- (b) **License (Network) Server.** A network file server that Licensee owns or leases located on Licensee's premises and identified by machine serial number and/or HostID on the Order Form.
- (c) **Order Form.** Altair India's standard form in either hard copy or electronic format that contains the specific parameters (such as identifying Licensee's contracting office, license fees, Software, and License (Network) Server(s)) of the transaction governed by this Agreement.
- (d) **Permitted User.** As used in this Agreement, the term "Permitted User" shall be defined as any faculty member or student of the Licensee who: (i) has been expressly authorized by the Licensee to use the Software; (ii) is bound by obligations of confidentiality to Licensee at least as restrictive as the terms hereof and agree to use the Software in accordance with the terms of this Agreement; and (iii) whose access to and use of the Software via Licensee's License (Network) Server is controlled through the use of industry acceptable security practices.
- (e) **Site.** As used in this Agreement, the term Site shall mean the location(s) designated on the Order Form.
- (f) **Software.** The proprietary licensed software and documentation described on the Order Form attached hereto.
- (g) **Suppliers.** Any person, corporation or other legal entity which from time to time may provide software or documents included in the Software described on the Order Form.
- (h) **Use.** For purposes of this Agreement, the term "use" shall be defined as operating the Designated Computer(s) with the Software in accordance with the terms and conditions of this Agreement. Use is specifically limited for faculty and student educational and internal research use, only. Production use and any for-profit use, including any use for which the Licensee is receiving funding from a third party, is strictly prohibited. Commercial licenses are available for purchase for for-profit applications.
2. **Term.** The term of the Agreement shall be for one year or as otherwise stated on the Order Form. This license shall be extended upon mutual written execution of a new Order Form following expiration of the current term.
3. **Payment.** Licensee shall pay in full the fee specified on the Order Form, if any, within \_\_\_\_\_ days of receipt of the invoice. Past due fees shall bear interest at the maximum legal rate. Altair India may condition its delivery of any maintenance Release or Update to Licensee on Licensee's having paid all amounts then

owed to Altair India. Fees do not include taxes or duties and Licensee is responsible for paying (or for reimbursing Altair India if Altair India is required to pay) any federal, state or local taxes or duties imposed on this License or the possession or use by Licensee of the Software excluding, however, all taxes on or measured by Altair India's net income. Altair India shall be entitled to its reasonable costs of collection (including attorneys fees and interest) if license fees are not paid to it on a timely basis.

4. **Acceptance of the Software.** Licensee shall have 10 days from receipt of the Software to perform an inspection and test. After such 10 day period, if Licensee has not returned the Software to Altair India, it shall be deemed that Licensee has accepted the Software.
5. **Users.** The use of the Software supplied to the Licensee pursuant to this Agreement is restricted to the Licensee's Permitted Users within the country where the Licensee Site is located.
6. **Restrictions on Use.** Notwithstanding the foregoing license grant, Licensee shall not do (or allow others to do) any of the following: a) install, use, copy, modify, merge, or transfer copies of the Software, except as expressly authorized in this Agreement, b) use any back-up copies of the Software for any purpose other than to replace the original copy provided by Altair India in the event it is destroyed or damaged; c) disassemble, decompile or "unlock", reverse translate, reverse engineer, or in any manner decode the Software for any reason; d) sublicense, sell, lend, assign, rent, distribute, publicly display or publicly perform the Software under this Agreement; e) allow use outside the User Sites identified on the Order Form; f) allow third parties to access or use the Products such as through a service bureau, wide area network, Internet location or time-sharing arrangement; g) remove any Proprietary Rights Notices from the Software; or h) disable or circumvent the license management system provided with the Software. The Software licensed hereunder may not be used for the design, development, production or use of nuclear, chemical or biological weapons or missiles unless Licensee has first obtained all required approvals and export licenses as made be required by the US Government.
7. **Service and Maintenance.** Except as otherwise provided for on the Order Form, operation and maintenance of the Software shall be performed by, and the responsibility of, the Licensee or Licensee's designated service agent who shall have access to the Software only when it has agreed in writing with Licensee to comply and be bound by the terms of this Agreement. THE LICENSEE SHALL DISCLOSE TO ANY SUCH SERVICE AGENT THAT THE PACKAGE IS SECRET AND PROPRIETARY AND OWNED BY ALTAIR USA, AND, PRIOR TO THE PERFORMANCE OF ANY SERVICE BY SUCH SERVICE AGENT, THE LICENSEE SHALL OBTAIN THE WRITTEN AGREEMENT OF SUCH SERVICE AGENT NOT TO COPY AND NOT TO DISCLOSE THE PACKAGE OR ANY PART THEREOF, AND NOT TO DISCLOSE OR REPRODUCE ANY DOCUMENT OR PART THEREOF SUPPLIED BY ALTAIR USA OR ALTAIR INDIA HEREUNDER, TO ANY

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9. **USER CONFIDENTIALITY AGREEMENT.** THE LICENSEE HEREBY AGREES THAT ANY AND ALL PERMITTED USERS

WHO SHALL HAVE ACCESS TO USE OF THE PACKAGE SHALL BE UNDER A WRITTEN OBLIGATION TO THE LICENSEE TO HOLD IN CONFIDENCE ALL PROPRIETARY AND CONFIDENTIAL INFORMATION MADE AVAILABLE TO OR ACQUIRED BY SUCH PERMITTED USERS IN RESPECT OF THE PACKAGE AND NOT TO COPY THE PACKAGE EXCEPT FOR INSTALLATION AND ROUTINE BACKUP OR REPRODUCE ANY PART OF THE DOCUMENTS RELATING THERETO WITHOUT THE PRIOR WRITTEN PERMISSION OF ALTAIR USA.

10. **Warranty**

(a) Altair India warrants that it has the right to grant this license to the Licensee.

(b) Altair USA and Altair India do not warrant that the functions contained in the Software will meet Licensee's requirements, that the operation of the Software will be uninterrupted or error free or that each defect in the Software will be corrected (unless such defect causes the Software to fail to conform to its published specifications in a material fashion).

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11. **Indemnification.**

(a) Altair USA shall defend, at its own expense, any claim or suit brought against the Licensee based upon any claim that the Software infringes a United States copyright or patent or upon the proprietary rights of others, and shall pay all costs, settlements, and damages finally awarded against the Licensee as a result of such claim or suit, provided: (i) Altair USA shall have the right to control the defense and settlement of all such actions or claims; (ii) The Licensee takes all such actions at the expense of Altair USA as may be reasonably requested by Altair USA in connection with such settlement or defense; and (iii) The Licensee promptly notifies Altair USA in writing of the claim. Altair USA shall have no obligation under this Section 11, however, if the alleged infringement arises from modification of the Software by Licensee or use of the Software in combination with other software not provided by Altair USA, if such alleged infringement would not have occurred except for such modification or combined use.

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12. **Compliance With Export Laws.** Licensee agrees that it will not knowingly, directly or indirectly, export or re-export the Software or any part of the Software, except in compliance with the United States of America Export Administration Act of 1979, as amended, and all its applicable rules and regulations.
13. **Termination.**
  - (a) Either party may terminate this Agreement upon 10 days prior written notice to the other party upon material breach by the other party of any of the terms or conditions hereof.
  - (c) In addition, this Agreement may be terminated at any time by the mutual written agreement of the parties hereto.
  - (d) Upon termination of this Agreement, the Licensee shall not make, and shall not allow any person or entity to make, any further use of the Software, and shall within 10 days of such termination, return the Software, and any copies made thereof, and any documents relating to the Software supplied hereunder, to Altair India.
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1820 E. Big Beaver Road, Troy, MI 48063-2031; telephone (248) 614-2400. If any provision of this Agreement violates applicable federal law or does not meet the government's actual, minimum needs, the government agrees to return the Software for a full refund.

The following statement applies only to procurements governed by DFARS Part 227.4 (OCT 1988): The enclosed Software is provided with Restricted Rights – Use, duplication, or disclosure by the U.S. Government or any of its agencies or instrumentalities is subject to restrictions as set forth in subparagraph (c)(1)(ii) [or (i)] of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988).

15. **Notices.** All notices or letters hereunder shall be deemed duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, as set forth on the Order Form hereto, or to such other address any party shall designate to the other party in the manner herein set forth.
16. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Michigan, without regard to its conflict of laws principles. The parties agree that all disputes shall be subject to the jurisdiction of courts in the State of Michigan. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
17. **Entire Agreement.** This Agreement, including the Order Form attached hereto, constitutes the entire agreement between the parties, and supersedes all prior oral and written agreements and understandings relating thereto. No changes or modification of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto. Except for: (i) the incorporation by reference to this Agreement or the actual attachment of this Agreement, or (ii) any terms on an Altair issued invoice pertaining to price, quantity, Software product, or Site; no other terms (pre-printed, on the front or back of any Licensee PO, or incorporated by reference) on Licensee's purchase order shall apply.
18. **Non-Transferability.** The Licensee's rights under this Agreement shall not be assigned, sublicensed, or otherwise transferred without the prior written consent of Altair India. Any attempted assignment, sublicense, or transfer shall be void.

The foregoing, including the Order Form are agreed to by Licensee and accepted by Altair India. This Agreement is effective  
05.07.2019

ACCEPTED BY:

ALTAIR ENGINEERING INDIA PVT. LTD.  
("Licensor")

Signature: \_\_\_\_\_

Name: Pavan Kumar

Title: Managing Director

Date: \_\_\_\_\_

Mohamed Sathak A J College of Engineering

("Licensee")

Signature:  \_\_\_\_\_

Name: Dr. Srinivasan

Title: Principal

Date: 010819

Altair Engineering India Pvt. Ltd.

Order Form

This Order Form is attached to and incorporated by reference to the Educational Software License Agreement, effective as of 05TH JUNE 2019 between Altair Engineering India Pvt. Ltd. of Mercury 2B Block, 5<sup>th</sup> Floor, Prestige Tech Park, Sarjapur Marathahalli Outer Ring Road, Bangalore - 560103, and the Licensee named below,

License Term: Beginning Date: 30.07.2019  
Ending Date: 29.07.2020

Licensee Information: Institution Name: Mohamed Sathak A J College of Engineering  
Division/Department: \_\_\_\_\_  
Street Address: Egattur  
City: Chennai  
State/Province: Tamil Nadu  
Country: India Zip: 603 103  
Contact Person: Dr. Srinivasan  
Title: Principal  
Phone: 9444300499 Email: principal@msajce\_edu.in

License Network File Server Information:

Server Make / Model	OS/Rev Level	Server LM Host ID
_____	_____	_____
_____	_____	_____
_____	_____	_____

Software:

Item Code	Description	Quantity	Price
<u>HWU-EDU-PDUP</u>	<u>Altair Hyperworks</u>	<u>150 HWU</u>	<u>as per your po</u>
_____	<u>Educational Paid Up License</u>	<small>(Includes of FDKO + Flux + STCAD + STD +</small>	_____
_____	_____	<u>SIMSOLID + HW)</u>	_____
Total Price:			<u>As per Your PO</u>

ALTAIR ENGINEERING, INDIA PVT. LTD.  
("Licensor")

Signature: \_\_\_\_\_  
Name: Pavan Kumar  
Title: Managing Director  
Date: \_\_\_\_\_

Mohamed Sathak A J College of Engineering  
("Licensee")

Signature:   
Name: Dr. Srinivasan  
Title: Principal  
Date: 010819

Memorandum of Understanding  
between

Mohamed Sathak A.J College of Engineering  
&  
Automation Anywhere



## Automation Anywhere Course Administration Agreement (University)

This University Course Administration Agreement ("Agreement"), dated as of 17<sup>th</sup> July, 2019 (the "Effective Date"), is entered into by and between **Automation Anywhere, Inc.**, a California corporation with offices at 633 River Oaks Parkway, San Jose, CA 95134 U.S.A. (hereafter referred to as "AAI"), and **Mohamed Sathak A.J. College of Engineering**, Chennai, Tamilnadu, India located at 34, Rajiv Gandhi Road, (OMR), IT Highway, Siruseri, Chennai-603103 (hereafter referred to as "University"). University and AAI are hereafter collectively referred to as the "parties".

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

WHEREAS, University desires to participate in the Program.

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

### 1. Definitions.

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

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

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

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

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



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

2.1 *AAI Obligations.*

<b>AAI Responsibilities:</b>
-Provide AAI train-the-trainer courses for University's faculty (at either University's premises or remotely); and thereafter test such faculty and issue AAI trainer certification to those faculty who have successfully completed such training;
-Provide e-learning access to those Students enrolled in the Course;
-Provide the Software under the license terms in Section 3 of this Agreement;
-Work with the University to set up the CoE, including installing the Software and providing Documentation;
-Provide the University with the certification test materials needed to test Students on for Student's AAI certification;
-Issue the AAI certification to those students who have successfully completed the certification course.

2.2 *University Obligations.*

<b>University's Responsibilities</b>
-Have faculty members attend AAI train-the-trainer courses, and have those who have successfully completed such course be tested for AAI train-the-trainer certification;
-Train Students using only Faculty Trainers who at the time of the Student training are already AAI certified trainers;
-Provide Students with the opportunity to enrol in the Course, enrol Students in the Course, and conduct and oversee Student's participation in the Course;
-Advise in writing to all enrolled and prospective Students that neither the Student's completion of the Course nor the Student's Certification provides any assurance of any employment by any of the parties to this Agreement;
-Provide the physical space(s) needed for Students to take the Course and to engage in learning and training certification activities;
-As part of providing the physical space(s), obtain and maintain appropriate insurance coverages as mandated by applicable law;
-Provide and maintain the computers and all related equipment necessary for the successful implementation and running of the CoE;
-make the CoE available for Students to use for their Course-related learning activities, and



have the use of the CoE be supervised by the Faculty Trainer;
-Support, encourage and drive Students to progress through the Course;
-Provide AAI with written feedback on Student progress, including any impediments to progress, and feedback on the Course itself (“Feedback”);
-Take measures to ensure that neither the University, its personnel, its faculty, or other agents charge Students any fees to enrol in and complete the Course;
-For those Students who have completed the Course, offer and proctor a Certification test using AAI-provided Certification testing materials;
-Take measures to ensure that the results of each Student’s Certification test are true and accurate, including but not limited to closely proctoring and monitoring student Certification testing so that cheating or other conditions affecting testing accuracy do not occur;
-Reimburse AAI for reasonable costs of travel, accommodations, and incidental expenses, as incurred by AAI representatives while setting up the CoE.

### 3. Limited University License.

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

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

3.3 *Warranty Disclaimer.* AAI DISCLAIMS ALL WARRANTIES AS TO ANY MATTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A



PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE SOFTWARE IS PROVIDED "AS IS". TO THE EXTENT THE LAWS OF UNIVERSITY'S JURISDICTION DO NOT PERMIT SUCH DISCLAIMER WITH RESPECT TO THE SOFTWARE AS LICENSED HEREUNDER, AAI PROVIDES ONLY THE MINIMUM LAWFUL WARRANTY BEYOND THAT WARRANTY EXPRESSLY MADE ABOVE AND DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### 4. Confidentiality

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

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

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

#### 5. Indemnity.

5.1 *Indemnification Obligation.* Each party (the "Indemnifying Party") will defend the other party, and its employees, directors, agents, and representatives (collectively, the "Indemnified



Party”), from any actual or threatened third party claim to the extent that it arises from: (a) the Indemnifying Party's breach of its confidentiality obligations in Section 4; (b) any alleged infringement by the Indemnifying Party of any third party intellectual property rights; (c) the negligent acts, omissions, negligence or willful misconduct of the Indemnifying Party in the performance of its obligations pursuant to this Agreement; (d) the failure of the Indemnifying Party to comply with, and any liabilities arising under, any applicable law (each, a “Claim”).

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

**5.3 Indemnification Limitations for Third Party Infringement Claims.** An Indemnifying Party will have no obligation under this Section 5 or otherwise solely to the extent the claim is based on: (i) any combination of the Indemnifying Party’s technology, products, or services with technology, products or services not provided by the Indemnifying Party; (ii) use of Indemnifying Party’s technology, products or services for a purpose or in a manner for which the technology, products or services were not designed; (iii) any modification to Indemnifying Party’s technology, products or services made without Indemnifying Party’s express written approval, (v) any modifications made to the technology, products or services by Indemnifying Party pursuant to the Indemnified Party’s specific instructions, or (vii) any intellectual property right owned or licensed by the Indemnified Party.

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

## **6. Limitation of Liability**

**6.1 NETHER PARTY SHALL BE LIABLE FOR: (A) ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF**



PROCUREMENT OF SUBSTITUTE SOFTWARE, LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AGGREGATE DAMAGES IN EXCESS OF US\$5000.

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

## 7. Term and Termination.

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

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

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

## 8. General.

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

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



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

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

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

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

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



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

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

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

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

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

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

8.12 *Survival; Interpretation; Severability.* All provisions which are intended by their nature to survive, shall survive such performance, or the expiration or termination of this Agreement,



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

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

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

AUTOMATION ANYWHERE, INC.

UNIVERSITY: MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING.  
[Full name]

By: DocuSigned by:  
Robert Baker  
A0D9749C956E4F4...  
Name: Robert Baker  
Title: Vice President, Corporate Operations  
Date: 8/27/2019

By: [Signature]  
Name: MOHAMED SATHAK  
Title: DIRECTOR.  
Date: 18.7.2019.

END OF DOCUMENT

Memorandum of Understanding  
between

Mohamed Sathak A.J College of Engineering  
&  
Alpha CADD



தமிழ்நாடு TAMIL NADU

ALPHA CADD  
CHENNAI.

*S. Sekar*

63AB 377955

Mobile: 9894854592

S. EKAMBARAM, (S.V.)

L.No. 3202/D1/97,

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

BIG KANCHIPURAM - 631 502.

Date: 1.2.MAR.2019.

**MEMORANDUM OF UNDERSTANDING**

Between

**MOHAMED SATHAK AJ COLLEGE OF ENGINEERING**

And

**ALPHACADD**

1. This Memorandum of Understanding (herein after called as MoU) is entered into by and between **MOHAMED SATHAK AJ COLLEGE OF ENGINEERING**, (herein after called as MSAJCE), leading Certified and dedicated Engineering Institution committed for imparting Quality Technical and Management Education since 1973 located at 34, Rajiv Gandhi Salai (OMR), Siruseri IT Park, Siruseri, Chennai - 603103. and **AlphaCADD** located at Flat No G-1, Ground Floor, Soorathamman koil first Street, Peerkankaranai, Perungalathur, Chennai-600063

*[Signature]*

*[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), cabling (harness design), 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, Mechanisms & Drawing Automation, Sheet Metal Design Calculation and **MSAJCE 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. 1. The interaction between **AlphaCADD** and **MSAJCE** 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 **MSAJCE** 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 **MSAJCE** for Career growth, In-Plant Traininig, Internship, Students Project and Employment Opportunities at **AlphaCADD**.
4. All the technical data and information shared between **MSAJCE** and **AlphaCADD** will be kept confidential and will not be divulged to a third party or published without mutual consent.
5. Both **MSAJCE** 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 3 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

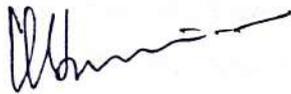


## JOINT DECLARATION

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

For

MOHAMED SATHAK AJ COLLEGE OF ENGINEERING



PRINCIPAL

For

AlphaCADD



MANAGING DIRECTOR

DATE: 02-08-2019

Witness

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