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BS 441384

S. No: 847

Dt: 17/12/20 Rs: 100/-

Ch. Parvathi

Sold To: K. Ashok s/o Ram Das, Vijayawada
For Whom: SRK Institute of Technology, Enikepadu
Vijayawada

CH PARVATHI
Licensed Stamp Vendor
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D. No: 45-16-42
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Agreement No. - SISW/ACADEMIC/INDIA/FY 16/075

FOR

AUTHORIZED TRAINING PARTNER PROGRAM

BETWEEN

SIEMENS INDUSTRY SOFTWARE INDIA PRIVATE LIMITED

AND

JYTRA ENGINEERING SERVICES

AND

SRK INSTITUTE OF TECHNOLOGY

TRI PARTY AUTHORIZED TRAINING PARTNER AGREEMENT

This **Authorized Training Partner Agreement** (the "Agreement") is entered into as of 18th January 2016 (the "Effective Date"), by and between Siemens Industry Software (India) Private Limited, a subsidiary of Siemens Product Lifecycle Management Software Inc. ("Siemens Industry") and JYTRA ENGINEERING SERVICES, a company organized under the laws of India, with its registered office located at Block A, 2nd Floor, Srinivasa Complex, Ameerpet, Hyderabad 500 016, India. ("Training Partner") and SRK INSTITUTE OF TECHNOLOGY, an Academic Institute located at ENIKEPADU, VIJAYAWADA, KRISHNA(Dt.), ANDHRA PRADESH - 521108. Siemens Industry Training Partner and Academic Institute may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Academic Institute desires to purchase and / or get deployment of Software license from Siemens Industry for purposes of having training courses delivered by Training Partner to students within the institute;

WHEREAS, Siemens Industry, and Academic Institute agree to authorize Training Partner to conduct training courses directly to students within the Academic Institute premises on Siemens Industry's proprietary software as set forth herein (the "Training Program");

NOW, THEREFORE, in consideration of the mutual promises as stated herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Term.

The term of this Agreement will begin on the Effective Date and will continue in full force and effect for a period of twelve (12) months from the Effective Date and shall automatically renew for successive periods of twelve (12) months thereafter unless earlier terminated pursuant to Section 11.

2. Definitions.

- 2.1 "Software" means the Siemens Industry software licensed to Academic Institute under the terms and conditions of Software License and Services Agreement for use solely in delivering the training courses to students, including such additional software licensed to, Academic Institute under this Agreement from time to time, any updates thereto furnished by Siemens Industry hereunder and, unless otherwise indicated, the associated documentation.
- 2.2 "Training Materials" means the training course documentation such as student guides and instructor guides and other materials provided by Siemens Industry to Training Partner to enable Training Partner to deliver the Training Course.
- 2.3 "Training Courses" means the standard courses in which Siemens Industry has authorized Training Partner to provide instruction to students on Siemens Industry Software.

3. Fees, Expenses and Taxes

- 3.1 Academic Institute will pay Siemens Industry the following fees as set forth in Exhibit 1 attached hereto and made a part hereof:
- a) Per Student Revenue Share Percentage between Siemens Industry, Training Partner and Academic Institute. This revenue share percentage is the percentage sharing of the total fees charged by Academic Institute for each student enrolled in each Training Course as specified in Exhibit 1.
 - b) The Software license fees set forth on the LSDA as mutually agreed.
 - c) Additional Fees and Charges. The other fees and charges as mutually agreed.
- 3.2 In addition, Academic Institute will pay: (i) Siemens Industry's then current, standard transfer fees whenever Siemens Industry generates and delivers to Academic Institute a replacement license file within the license management portion of the Software. The Academic Institute will be charged for the replacement license file in cases where the original license file is not usable due to mis-handling of the file by the Academic Institute; and (ii) all taxes, duties and other governmental fees or assessments, however designated, related to the provision of

Software or services under this Agreement paid or payable by Siemens Industry under this Agreement, including, without limitation, import/export duties, customs duties, property, use, excise, withholding, value-added, goods and services, gross receipts and similar taxes, but excluding franchise taxes and taxes based on Siemens Industry's net income. If Academic Institute claims tax exempt status, Academic Institute will provide Siemens Industry with a copy of an exemption certificate acceptable to the relevant taxing authority prior to shipment of the Software or delivery of the training.

If Academic Institute or Training Partner are required by law to make any income tax deduction or to withhold income tax from any sum payable directly to Siemens Industry hereunder, Academic Institute and / or Training Partner shall promptly effect payment thereof to the applicable tax authorities, and shall promptly provide Siemens Industry with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that the income taxes have been paid and to enable Siemens Industry to support a claim for tax credit relief for such income tax payments made on its behalf by Academic Institute and / or Training Partner. Failure of the Academic Institute and / or Training Partner to provide official tax receipts or other evidence of payment to Siemens Industry shall result in Academic Institute and / or Training Partner paying directly to Siemens Industry additional amounts equal to the amounts originally deducted or withheld from the original payment and for which no documentation was provided. Academic Institute and / or Training Partner shall also use its best efforts to work and assist Siemens Industry in minimizing any domestic law withholding tax rate and, if applicable, obtain a lower withholding tax rate if one is applicable under the applicable tax treaty including supplying the appropriate documentation to Siemens Industry, assisting in its completion, providing a translation, and providing any other necessary support or documentation.

4. Siemens Industry Obligations.

- 4.1 Siemens Industry shall provide Software licenses identified on the applicable LSDA (as defined in Section 10.1 below), to the Academic Institute in the required quantities for conducting the training at the Academic Institute premises.
- 4.2 Siemens Industry shall provide training and certify Training Partner personnel to provide Training Courses upon successful completion of the applicable training. Siemens Industry shall provide training to 2 no. Training Partner personnel for the fee to be mutually decided.
- 4.3 Siemens Industry shall provide Training Materials to Training Partner necessary to provide the applicable Training Courses at the Academic Institute. Training manuals for specific Training Courses will be supplied to the Training Partner on receipt of written request and supporting documents in the required quantities. Siemens Industry shall provide a CD containing other Training Materials for each Training Course on a one-time basis.
- 4.4 Siemens Industry shall provide "Certificate of Merit" to students identified by Training Partner and Academic Institute as having successfully completed the applicable Training Course(s) with minimum attendance criteria of 80%.
- 4.5 Siemens Industry shall endeavor to provide marketing collaterals based on the written request from the Training Partner and Academic Institute.
- 4.6 Siemens Industry shall publicize the Training Partner details on its website. This will facilitate Academic Institute to locate the Training Partner of their choice.
- 4.7 Siemens Industry shall publicize the Academic Institute details on its website.

5. Training Partner Obligations.

- 5.1 Training Partner shall ensure that there shall be minimum one (1) Siemens Certified Trainer always available to conduct the training at the Academic Institute. Training Partner personnel shall be trained and certified by Siemens Industry prior to providing any Training Courses to students. Training Partner shall use only those of its personnel that have been trained and certified on the applicable Software to provide Training Courses.
- 5.2 Training Partner shall promote and effectively support the Training Program by distribution of literature, pamphlets, catalogues, and other descriptive and operational literature but not use, or allow or cause the use of,

any sales literature or promotional material in connection with the Training Program which has not been provided or approved in advance in writing by Siemens Industry.

- 5.3 Training Partner along with Academic Institute shall be responsible for all the marketing and sales activities of the Siemens Industry Training Courses.
- 5.4 The Training Partner shall provide Siemens Industry a copy of all invoices for fees charged to students as received from Academic Institute for each Training Course undertaken by the student, to ascertain the revenue share amount calculations.
- 5.5 The Training Partner shall provide Training Course student enrollment information to Siemens Industry prior to the start of each Training Course in a format as provided by Siemens Industry from time to time.
- 5.6 The Training Partner shall give Siemens Industry a minimum of ten (10) business day(s) written notice prior to the Training Course in order for Siemens Industry to supply the Training Materials.
- 5.7 Training Partner shall provide support to Academic Institute for all Training Course student registration activities.
- 5.8 Training Partner shall provide all other information to Siemens Industry as reasonably requested by Siemens Industry under this Agreement.
- 5.9 Training Partner's appointment and service term shall be solely decided by Academic Institute and Siemens Industry shall have no obligation towards Training Partner of any nature whatsoever.
- 5.10 Training Partner shall be responsible to set up the training environment, testing validation, maintenance and troubleshooting related to software installed on the hardware provided by the Academic Institute.
- 5.11 Training Partner shall ensure that Academic Institute uses the Software in accordance with the terms of Software License and Services Agreement ("MLA") of Siemens Industry for academic purposes only. Training Partner agrees to report to Siemens Industry use of Software for non-academic purpose by Academic Institute.

6. Academic Institute Obligations.

- 6.1 Academic Institute shall purchase the required licenses for the training purposes from Siemens Industry channel partner as per budgets available from time to time. Academic Institute shall sign the Software License and Services Agreement ("SLSA") and use Software in accordance with the terms thereof for training purposes only.
- 6.2 Academic Institute shall be responsible to actively promote the Siemens Industry Training programs and collection of fees from the students.
- 6.3 Academic Institute shall provide infrastructure – classroom, laboratory and computer hardware to the Training Partner for conducting training in their premises.
- 6.4 Academic Institute shall release the Royalty Revenue Share to Training Partner and Siemens Industry as described in Exhibit 1.
- 6.5 Academic Institute shall provide complete administration, logistics, execution and coordination support to the Training Partner for conducting training in their premises.
- 6.6 Academic Institute shall be responsible to issue the "Certificate of Merit" to the students provided by Siemens Industry on course completion.
- 6.7 Academic Institute will locate Siemens Industry certified Training Partner and appoint him for delivering training course to students within the institute. Academic Institute shall have right to terminate contract with the Training Partner if such Training Partner fails to deliver services satisfactory to Academic Institute.
- 6.8 Academic Institute agrees that appointment, services and payment to Training Partner will be sole responsibility of Academic Institute and Siemens Industry shall have no responsibility and shall not be held liable for non-performance or misconduct of Training Partner of any nature whatsoever.

- 6.9 Academic Institutes shall ensure that neither the Training Partner nor the students use the Siemens Industry Software license contrary to the terms and conditions mentioned herein.

7. **Warranties and Disclaimer.**

- 7.1 **Authority.** Each party warrants that it has the power and authority to enter into, and to perform its obligations under this Agreement.
- 7.2 **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SIEMENS INDUSTRY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE, OF ANY SOFTWARE, TRAINING MATERIALS OR CONFIDENTIAL INFORMATION PROVIDED UNDER THIS AGREEMENT.

8. **Confidentiality**

- 8.1 Training Partner and Academic Institute will treat and hold all information relating to this Agreement, including the Software and Software maintenance services and Training Materials provided under this Agreement, in strict confidence and will not make available to any third party any such information, except as is necessary for the proper performance of its obligations under this Agreement with respect to provision of Training Courses. Any and all Training Materials, data, notes, reports, memoranda or other materials furnished by Siemens Industry for use by Training Partner under this Agreement shall remain the sole property of Siemens Industry and will be held in strict confidence in accordance with Section 8 of this Agreement.
- 8.2 The foregoing provisions in Section 8.1 will not prevent Training Partner or Academic Institute from disclosing information which is (i) already known by the Training Party or Academic Institute as evidenced by written records without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the Training Partner or Academic Institute, (iii) rightfully received from a third party, (iv) independently developed by the Training Partner or Academic Institute without use of Siemens Industry's information, (v) approved in writing by Siemens Industry for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Training Partner or Academic Institute provides Siemens Industry with written notice of such requirement before any such disclosure.

The obligations of this provision will remain binding upon Training Partner and Academic Institute irrespective of the expiration or termination of this Agreement for any reason.

9. **License to Use Trademarks.**

- 9.1 Subject to the provisions of this Agreement, Siemens Industry grants to Training Partner and Academic Institute the right to use the Siemens Industry Software Trademarks (as defined below) in India solely in connection with the advertising, promoting or provision of the Training Courses. "Trademarks" mean the tradenames, logos, trademarks, servicemarks, both registered and unregistered and applications for registration, owned by or owned in the future by Siemens Industry. On all advertising and other material, Training Partner will include the following statement (or such other designations as notified by Siemens Industry from time to time) in relation to any Siemens Industry Trademark:

Trademark (or Servicemark) owned by Siemens Product Lifecycle Management Software Inc.

or

Registered Trademark of Siemens Product Lifecycle Management Software Inc.

- 9.2 All Trademarks used with the Software and / or Training Materials will be the sole property of Siemens Industry and Training Partner and Academic Institute will retain and not alter any copyright and other proprietary rights notices contained in or on the Software, Training Materials or other materials provided by Siemens Industry.

10. Software and Maintenance

10.1 Software Orders.

Each Academic Institute order for Software will be documented on a Licensed Software Designation Agreement or other mutually agreed upon document (each an "LSDA") referencing the terms of this Agreement with the Agreement number cited above and setting forth the Software to be provided to Training Partner by Siemens Industry hereunder. Academic Institute will provide Siemens Industry the host identifier required by Siemens Industry and such other information reasonably requested by Siemens Industry for each workstation and/or server on which the license management portion of the Software will be installed to permit Siemens Industry to generate a license file within the license management portion of the Software that will restrict access to only those Software modules licensed under this Agreement and limit use of such Software modules at any given time to the maximum number of users licensed. Promptly following Siemens Industry's receipt of Academic Institute's notice of a change in Academic Institute's host identifier, certified in writing by a duly authorized representative of Academic Institute, Siemens Industry will generate and deliver to Academic Institute a replacement license file within the license management portion of the Software for installation and use by Academic Institute.

10.2. Software Delivery.

Siemens Industry will deliver, or cause to be delivered, the Software identified in each LSDA accepted by Siemens Industry in accordance with a mutually agreed upon schedule. Siemens Industry, in its sole discretion, reserves the right to accept or reject any LSDA. An LSDA will be deemed accepted by Siemens Industry upon shipment of the Software to Academic Institute. Siemens Industry will determine the method of shipment. The Software may be of United States origin and, unless otherwise provided in the LSDA, will be delivered EXW Solan (Incoterms 2010).

10.3. Software Installation.

Academic Institute will, at its expense, obtain all necessary permits and consents to install the Software at Academic Institute's site. Academic Institute will at all times maintain records specifically identifying the Software licensed under this Agreement, the location of each copy thereof, and the location and identity of the workstations and servers on which the Software is installed. Siemens Industry may, during regular business hours and upon reasonable advance notice, conduct an audit to determine Academic Institute's compliance with the terms and conditions of this Agreement. Academic Institute will permit Siemens Industry or its authorized agents to access Academic Institute's facilities, workstations and servers and otherwise cooperate fully with Siemens Industry in any such investigation and will take all commercially reasonable actions to assist Siemens Industry in accurately determining Academic Institute's compliance with the terms and conditions of this Agreement.

10.4. Software License and Protection.

Upon the terms set forth in this Agreement and subject to the last paragraph of this Section, Siemens Industry grants to Academic Institute, and Academic Institute accepts from Siemens Industry, a nonexclusive, nontransferable, limited term license to install, access and use the executable form of the Software in and from India (the "Territory") solely to provide Training Courses in accordance with this Agreement.

No title to or ownership in the Software is transferred to Academic Institute. Title to and all applicable rights in patents, copyrights and trade secrets in the Software will remain in Siemens Industry or third parties from whom Siemens Industry has obtained rights to license the Software.

Academic Institute acknowledges Siemens Industry's representation that the Software constitutes and contains valuable trade secrets and confidential business information of Siemens Industry and/or its third party suppliers. Academic Institute will hold such information in confidence and take the precautions necessary to safeguard the confidentiality of such information.

Academic Institute will limit use of the Software to Authorized Users (defined below) solely for providing Training Courses in accordance with the Authorized Training Partner Program. Without limitation, the following uses of the Software are expressly forbidden (each a "Remarketing of Software"): to cause or permit (i) disclosure, display, access, or use of the Software by anyone other than an Authorized User and (ii) the loan,

publication, transfer of possession (whether by sale, exchange, gift, operation of law or otherwise), sublicensing, rental or other dissemination of the Software, in whole or in part, to or for any third party. The term Authorized Users is defined to mean the employees of (i) Siemens Industry; (ii) Academic Institute; and (iii) Training Partner's Training Course students who are not competitors of Siemens Industry and have agreed in writing to obligations of confidence and nondisclosure no less stringent than those set forth in this Agreement. The obligations of confidence and nondisclosure set forth in this paragraph will survive any termination of this Agreement. Academic Institute agrees that Siemens Industry's third party suppliers may enforce this Agreement as it relates to their Software directly against Academic Institute.

Academic Institute will not reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover the source code of the Software as it contains trade secrets

Academic Institute may copy the Software as reasonably required for backup purposes. All such copies will be maintained by Academic Institute in the Territory. Academic Institute will retain and reproduce all copyright or proprietary notices in their exact form on all copies (including partial copies) of the Software made by Academic Institute. As between Academic Institute and Siemens Industry, the original and all complete and partial copies of the Software will remain the sole property of Siemens Industry and will be subject to the terms and conditions of this Agreement, including specifically, but without limitation, the prohibition on Remarketing of Software.

If Academic Institute or any of the Authorized Users breach or threaten to breach the obligations of this Section 10.4, Siemens Industry will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed by Academic Institute that monetary damages are inadequate to protect Siemens Industry.

Siemens Industry may install locking devices on the Software to protect its rights under this Agreement. Siemens Industry reserves all rights in the Software not explicitly granted herein.

10.5. Software Warranty and Disclaimer.

Siemens Industry warrants that for a period of thirty (30) days following the date of shipment to Academic Institute, the Software will conform substantially to its associated documentation. Siemens Industry's sole and exclusive liability, and Academic Institute's sole and exclusive remedy, for a breach of this warranty will be that Siemens Industry will provide Software Corrections as defined in, and pursuant to, Section 10.7 below. However, if Siemens Industry is unable to provide Software Corrections, as Academic Institute's sole and exclusive remedy, Siemens Industry will grant Academic Institute a credit or refund, at Academic Institute's option, for the Software involved and accept its return.

Academic Institute acknowledges and agrees that Software performance and response times are a function of Academic Institute applications requirements and will be affected by, among other factors, the mix of concurrently running applications, any networking capability utilized by Academic Institute on Academic Institute's system and the amount of memory thereon. Siemens Industry does not warrant that the Software will operate in conjunction with equipment, software or services that may be obtained by Academic Institute outside this Agreement.

Software Disclaimer.

TO THE EXTENT PERMITTED BY THE GOVERNING LAW OF THIS AGREEMENT AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIEMENS INDUSTRY AND ITS THIRD PARTY SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE PROVIDED UNDER AND PURSUANT TO THIS AGREEMENT.

10.6. Software Indemnity.

Siemens Industry will defend, at its expense, any action brought against Academic Institute to the extent that it is based upon a claim that any Software furnished hereunder infringes Indian patent, a Berne Convention country copyright, or violates any third party trade secret or proprietary right in the Territory and will pay all costs and damages finally awarded against Academic Institute, provided that Siemens Industry is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

Siemens Industry, at its option, will obtain for Academic Institute the right to continue using, or will replace or modify the Software involved so it becomes non-infringing; or, if such remedies are not reasonably available, Siemens Industry will grant Academic Institute a credit or refund, at Academic Institute's option, for the Software involved and accept its return.

Siemens Industry will have no obligation under this Section if the alleged infringement or violation is based upon the use of the Software in combination with other software not furnished by Siemens Industry if such alleged infringement or violation would not have occurred except for such combined use or if such claim arises from Siemens Industry's compliance with Academic Institute's designs, specifications or instructions. Siemens Industry will have no liability for infringement of the intellectual property rights of a third party except as expressly provided in this Section.

10.7. Software Maintenance.

Siemens Industry will maintain the Software, or cause it to be maintained, during the Initial Term of the Software and for the Renewal Terms or until terminated by either party as provided herein.

Software maintenance will consist of updates to the Software which contain (i) correction of Errors (defined below) remedied by Siemens Industry, (ii) new point releases denoted by a change to the right of the first decimal point (e.g. V18.0 to V18.1), and (iii) new major releases denoted by a change to the left of the first decimal point (e.g. V18.0 to V19.0); provided, however, that Software maintenance does not include any release, module, option, future product, or any upgrade in functionality or performance of the Software which Siemens Industry develops as a customization product for a single customer or Siemens Industry licenses separately or offers only for an additional fee. Academic Institute is responsible for the installation and implementation of any update and required data conversion. Six months after shipment of any new major release, maintenance of the previous releases will cease.

An "Error" is defined to mean the failure of the Software to conform substantially to the documentation provided by Siemens Industry with the Software ("Error"). Academic Institute may report any suspected Errors to Siemens Industry. Upon Siemens Industry's request, Academic Institute will provide Siemens Industry in writing a detailed description and documentation of the suspected Error. Siemens Industry will investigate the facts and circumstances related thereto and Customer will cooperate fully with Siemens Industry's investigation. If Siemens Industry finds that the Software contains an Error, Siemens Industry will use its reasonable efforts to correct the Error or provide a "work-around" solution (a "Software Correction"), at Siemens Industry's discretion. Siemens Industry may provide Academic Institute a copy of the corrected Software (or of the affected portions) in conjunction with the distribution of a Software update.

11. Termination and Effects of Termination.

11.1 Siemens Industry will have the right, at its option, and in addition to any other remedies to which it may be entitled, to terminate this Agreement and/or terminate any of the Software licenses granted under this Agreement, upon written notice to Academic Institute or Training Partner if any of the following events occur:

- (i) Academic Institute or Training Partner breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such breach; provided, however, Siemens Industry will have the right to immediately terminate this Agreement if Siemens Industry, in its reasonable judgment believes, that Academic Institute or Training Partner is intentionally breaching its obligations with respect to any Software license granted or Training Materials provided under this Agreement.
- (ii) Any substantial change in ownership, control or organization of Academic Institute or Training Partner, any merger or consolidation involving Academic Institute or Training Partner, or any acquisition by Academic Institute or Training Partner of any interest in any company, firm or organization, which Siemens Industry reasonably believes could have an adverse effect upon the future performance of Academic Institute or Training Partner under this Agreement or upon the overall relationship of Academic Institute or Training Partner with Siemens Industry.

11.2 Except as otherwise provided for in Subsection 11.1(a) above, if any Party hereto fails to comply with any provisions of this Agreement, and fails to cure such breach within thirty (30) days after written notice thereof,

then the non-defaulting Party will have the right, and in addition to any other remedies to which it may be entitled to terminate immediately this Agreement or any of the Software licenses granted upon written notice.

- 11.3 Any Party hereto may terminate this Agreement, with or without cause, with sixty (60) days written notice prior to the expiration of the Initial Term and Renewal Terms.
- 11.4 Upon the termination of this Agreement for any cause, Academic Institute and Training Partner will immediately discontinue use of, and within thirty (30) days, return to Siemens Industry all Software, Training Materials and any other Confidential Information provided hereunder.
- 11.5 Academic Institute and Training Partner acknowledge that certain rights or relationships may inure to it or be created under the laws of the jurisdictions in which Academic Institute or Training Partner conduct business. Academic Institute and Training Partner knowingly and willingly waives now and forever all such rights and relationships and payment by Siemens Industry of termination indemnities.

12. **Limitation of Liability.**

If Siemens Industry shall be liable to Training Partner or Academic Institute for any matter relating to or arising in connection with this Agreement, whether based on an action or claim in contract, equity, negligence, tort or otherwise the amount of damages recoverable against Siemens Industry for all events, acts or omissions will not exceed, in the aggregate, an amount equal to the aggregated amount of all license fees paid to Siemens Industry pursuant to the Agreement during the three-month period immediately preceding the initial occurrence of such events, acts or omissions.

In no event will the measure of damages include, nor will Siemens Industry be liable for, any amounts for loss of income, profit or savings, loss of data, loss of commercial reputation or indirect, incidental, consequential, or punitive damages of any party, including third parties, or for any claim against Training Partner or Academic Institute by any third party.

No claim, demand for mediation or arbitration or cause of action which arose out of an event or events which occurred more than two years prior to the filing of a demand for mediation or arbitration or suit alleging a claim or cause of action may be asserted by either party against the other. The provisions of this will survive the expiration or termination of this Agreement for any reason.

13. **Excused Performance.**

Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its non-monetary obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party's reasonable control (each, a "force majeure event"), including acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment failure, and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts.

14. **Relationship of the Parties.**

No relationship of employment or partnership is created by this Agreement. Training Partner and Academic Institute are independent contractors and in no way a legal representative or agent of Siemens Industry. Training Partner and Academic Institute have no authority to assume or create any obligation (including accepting orders or making contracts) on Siemens Industry's behalf, expressed or implied.

15. **Personnel.**

For a period of twelve (12) months after termination of this Agreement, none of the Parties hereto will solicit, directly or indirectly, for employment or employ any employee of the other Parties hereto who is or was actively involved in the performance, consumption or evaluation of the services without the prior written consent of the other. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement will not prohibit solicitations through advertising or other publications of general circulation.

16. **Notices.**

Wherever one party is required or permitted to give notice to the other pursuant to this Agreement, such notice shall be deemed given when delivered in hand, when mailed by registered or certified mail, return receipt requested, postage prepaid, or when sent by a third party courier service where receipt is verified by the receiving party's acknowledgment, and addressed as follows:

In the case of Training Partner:

Attn: Jytra Engineering Services
Address: Block A, 2nd Floor, Srinivasa Complex, Ameerpet, Hyderabad 500 016, India
Phone Number: +91 9246553857
Fax Number:

In the case of Academic Institute:

Attn: SRK INSTITUTE OF TECHNOLOGY
Address: Enikepadu, Vijayawada, Krishna(Dt.), ANDHRA PRADESH - 521108
Phone Number: 0866-2843839, 9133606789
Fax Number: 0866-2843536

In the case of Siemens Industry:

Siemens Industry Software India Private Limited
Tower D, 16th Floor, Global Business Park, MG Road,
Gurgaon 122 002, Haryana
Attn: Legal Counsel

Either party may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective; first class, postage prepaid, mail shall be acceptable for provision of change of address notices.

17. **Governing Law.**

This Agreement shall be governed and construed under and in accordance with the laws of India and in case of any dispute between the parties the courts of New Delhi shall have exclusive jurisdiction.

18. **Non-Exclusivity.**

It is not the intention of either Party that this relationship contemplated herein be exclusive. Training Partner and Academic Institute understand and agree that Siemens Industry may individually engage in and may perform training courses on any of its Software with and for third parties.

19. **Export Compliance.**

This Agreement is subject to all United States government laws, regulations, orders or other restrictions regarding export from the United States of services, commodities, Software, technology or derivatives thereof, as such laws, regulations, orders, or other restrictions may be enacted, amended or modified from time to time. Notwithstanding anything to the contrary in this Agreement, Training Partner or Academic Institute will not directly or indirectly, separately or as part of a system, export or reexport any Siemens Industry services, commodity, Software, technology or derivatives thereof or permit the use by or shipment of same to: (i) a national or resident of Afghanistan (Taliban), Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any other country embargoed or restricted by the United States; (ii) anyone or any entity on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the U.S. Commerce Department's Denied Parties List or the U.S. Commerce Department's Entity List; or (iii) any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained such license or other approval. Training Partner and Academic Institute recognize and agree that items (i) through (iii) change from time to time, and Training Partner and Academic Institute will fully cooperate with Siemens Industry to effect compliance with such changes. Training Partner and Academic Institute acknowledge and agree that, unless a

validated export license is obtained from the United States Department of Commerce or other applicable authority where required, Training Partner or Academic Institute will not use the Siemens Industry services, commodities, Software, technology or derivatives thereof in the design, development, production, stockpiling or use of missiles, or chemical or biological weapons nor will Training Partner or Academic Institute use the Siemens Industry services, commodities, Software, technology or derivatives thereof for facilities which are intended to produce chemical weapons or chemical weapon precursors. Training Partner and Academic Institute further acknowledge and agree that, unless a validated export license is obtained from the United States Department of Commerce or other applicable authority where required, Training Partner or Academic Institute will not use the Siemens Industry services, commodities, Software, technology or derivatives thereof either directly or indirectly to research, design, develop, manufacture, construct, test or maintain nuclear weapons or any nuclear explosive devices or components or subsystems of such a device or for the research, design, development, manufacture, construction, operation or maintenance of any nuclear reactor, critical facility, facility for the fabrication of nuclear fuel, facility for the conversion of nuclear material from one chemical form to another, or separate storage installation or to research, design, develop, manufacture, construct, operate or maintain any of the following facilities or components for such facilities: for the chemical processing of irradiated special nuclear or source material; for the production of heavy water; for the separation of isotopes of source and special nuclear material; or for the fabrication of nuclear reactor fuel containing plutonium. Each party will reasonably cooperate with the other and will provide to the other promptly upon request any end-user certificates, affidavits regarding reexport or other certificates or documents as are reasonably requested to obtain approvals, consents, licenses and/or permits required for any payment or any export or import of products or services under this Agreement. Training Partner and Academic Institute will keep, maintain and preserve for at least five years after the applicable transactions, full and accurate books, records and accounts of all use and distribution of the Siemens Industry services, commodities, Software, technology or derivatives thereof, examination of which would enable Siemens Industry to confirm Training Partner's and Academic Institute's compliance with the requirements of this Agreement. Siemens Industry may audit such books, records and accounts during regular Training Partner and Academic Institute business hours and the auditors will complete such inspection as expeditiously as possible. Training Partner and Academic Institute will provide to the auditors such supplementary information and explanation reasonably necessary to explain fully the information contained in Training Partner's and Academic Institute's books, records and accounts. Siemens Industry will pay the cost of the audits. Siemens Industry will treat audit results as confidential information, except to the extent such results are required to be disclosed under applicable law, regulation, or administrative or judicial process. Training Partner and Academic Institute agree to indemnify and hold Siemens Industry harmless from and against all claims, losses, damages and expenses arising out of or resulting from Training Partner's or Academic Institute's failure to comply with the provisions set forth in this Section. Training Partner and Academic Institute will designate a single point of contact for export control matters who will work with Siemens Industry to ensure ongoing compliance with the obligations of Training Partner and Academic Institute under this Section. The provisions of this Section will survive the expiration or termination of this Agreement for any reason.

20. Foreign Corrupt Practices Act.

Without limiting the foregoing, Training Partner and Academic Institute represents and warrants that it is familiar with the terms and provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and the purposes of the FCPA, and particularly that it is familiar with the FCPA prohibition of the offering, payment or giving of anything of value, either directly or indirectly, to an official of a foreign government or other person of authority for the purpose of influencing an act or decision in such person's official capacity, or inducing such person to use his or her influence with the foreign government to assist in obtaining or retaining business for or with, or directing business to, any person and Training Partner and Academic Institute represent and warrant that both will comply with all provisions of the FCPA as if all provisions of the FCPA were applicable to it. Training Partner and Academic Institute further represent and warrant that neither it nor any of its representatives and/or agents are officials, officers, or representatives of any government or political party or candidates for political office. Training Partner and Academic Institute acknowledge and agree that all payments to them under this Agreement shall be made by check or wire transfer, and that none shall be made by cash or other negotiable instrument. Training Partner and Academic Institute agree that their books and records relating to transactions pursuant to this Agreement shall be subject to audit at reasonable times as necessary to ensure compliance with the FCPA, that it will provide Siemens Industry all information Siemens Industry requests so that it complies with the reporting requirements of the FCPA and that it will upon request certify its continued compliance of the FCPA.

21. Entire Agreement.

This Agreement (including the attached Exhibits) constitutes the entire Agreement between the parties and will supersede all proposals or prior agreements, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement. Amendments and supplements to this Agreement must be in writing signed by the authorized

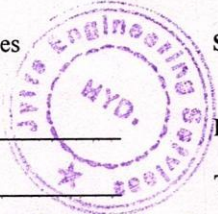
representatives of the parties. If Academic Institute issues a purchase order, memorandum or other instrument covering the Software or services provided under this Agreement, it is agreed that such document is for Academic Institute's internal purposes only unless it is accepted in writing by Siemens Industry, in which case all terms and conditions contained therein which are additional to or inconsistent with this Agreement will be of no force and effect. This Agreement may not be varied other than in writing, executed by the duly authorized representatives of both parties. Training Partner and Academic Institute acknowledge that both have read this Agreement, understand it and agree to be bound by its terms and conditions.

In Witness Whereof, the parties have duly executed and delivered this Agreement as of the date first set forth above.

Training Partner: Jytra Engineering Services

Siemens Industry Software (India) Private Limited

By: [Signature]



By: [Signature]

Title: CEO

Title: [Signature]

Address: #1-103/13 Mannitha KPR Enclave

Address: Vinod Sharma
Director - Maintenance Renewals

Date: 09-Mar-2016

Date: 20/05/2016

Academic Institute: SRK Institute of Technology

By: [Signature]



Title: _____

Title: _____

Address: CHAIRMAN
SRK INSTITUTE OF TECHNOLOGY

Address: SANTOSH SAWANT
Chief Financial Officer



Date: ENIKEPADU
VIJAYAWADA 521 08


Date: 20/05/2016

EXHIBIT 1
Fees and Charges

Per Student Revenue Share Percentage: SISW-35% , Jytra Engineering Services- 35%, SRK Institute of Technology: 30%

Other Fees and Charges: NIL


CHAIRMAN
S.R.K INSTITUTE OF TECHNOLOGY
ENIKEPADU
VIJAYAWADA 521 08

SRK Institute of Technology 2015.16

ENIKEPADU
VIJAYAWADA

Jytra Engineering Service
Ledger Account

1-Apr-2015 to 12-Feb-2017

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
9-9-2015	Dr Software Expenses	Journal	405		1,71,000.00
10-9-2015	Cr Syndicate Bank(College-392)	Payment	2653	1,71,000.00	
				1,71,000.00	1,71,000.00

All the above information is reflected in the Audit statements.
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES
CHARTERED ACCOUNTANTS

R. Prasad

PARTNER.
FRN: 014518S MNO: 220807

[Signature]

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Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

- g. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
 - (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
 - (3) work around any technical limitations in a Product or restrictions in Product documentation;
 - (4) separate and run parts of a Product on more than one device;
 - (5) upgrade or downgrade parts of a Product at different times;
 - (6) transfer parts of a Product separately; or
 - (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.
- h. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.





Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products.

If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

- a. **Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.
- b. **Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

- a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.
- b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement.





Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

- c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

- (1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.
- (2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it.





The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- a. **Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.



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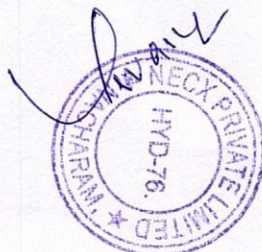
Partners.

- a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
- b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. **Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

- a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
- b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing.





Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- e. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.
- f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership. If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

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- c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
- (1) All licenses granted under this Agreement will terminate immediately except for fully- paid, perpetual licenses.
 - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
 - (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
- e. **Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

- a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. **Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent.

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Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

- e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511-1137
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

- k. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- l. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
 - (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
 - (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.





(3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- m. **Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. **Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.
- o. **Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign- up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site. “Microsoft” means Microsoft Corporation.

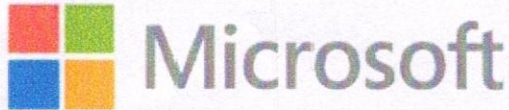
“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

Microsoft Customer Agreement



T. Lakshy
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Page 10 of 11
2/12/15



“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non- Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

OF NEEX PVT LTD
[Signature]
Managing Director

Y. Srinivasa Rao
Managing Director
NEEX Private Limited

[Signature]
Dr. T. Satyanarayana
Principal,
SRK Institute of Technology *2/12/15*

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SRK Institute of Technology 2014.15

ENIKEPADU
VIJAYAWADA

Ncspearson Indiapvt Ltd Software

Ledger Account

1-Oct-2014 to 31-Mar-2015

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
28-10-2014	Dr Lab Equipment	Journal	285		27,000.00
30-10-2014	Cr Syndicate Bank(College-392)	Payment	2394	27,000.00	
				27,000.00	27,000.00

All the above information is reflected in the Audit statements.
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES
CHARTERED ACCOUNTANTS

R. Patra

PARTNER.

FRN: 014518S MNO: 220807

[Handwritten Signature]

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Page 1/1
 Invoice IND/14/Sep/03
 Date 10 Sep 2014

NCS Pearson, Inc. (Certiport)
 1276 South 820 East
 Suite 200
 American Fork UT 84003
 Federal Tax ID: 41-0850527

Bill To: Attn: Prof. D Haritha
 SRK Foundation
 SRK Institute of Technology, Enikepadu
 Vijayawada, AP, India 521108

From: Mandaar Barve
 Regional Account Manager - India, Certiport Inc.
 Phone: +91 98 103 06113
mandaar.barve@pearson.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CATC# 90055058					0
Ordered	Item Number	Description	Discount	Unit Price	Ext. Price	
1	MTA	MTA Classroom License - 500 Exams - 1 year validity	\$0.00	\$2100	\$2100	

Total \$2100.00

Valid up to 25th Sep 2014
 Product will be fulfilled in five to seven business days after remittance of money to NCS Pearson (Certiport) account.
 Wire transfer details below.
 Please email Purchase Orders to Mandaar Barve (mandaar.barve@pearson.com), copy bala.balachandran@pearson.com along with proof of wire transfer.

15CSE003
 15CSE004
 15CSE005

Questions: AR@certiport.com or 1-888-999-9830

For electronic payments:
 Bank of America
 100 West 33rd Street New York, NY 10001 USA
 Account Name: NCS Pearson, Inc.
 Account Number: 8188294440
 ABA for Wires: 026-009-593
 ABA for ACH: 071-000-039
 SWIFT: BOFAUS3N

Remit by Check to:
 NCS Pearson, Inc.
 32651 Collection Center Drive
 Chicago, IL 60693-0326

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 SRK Institute of Technology
 ENIKEPADU, VIJAYAWADA 521108



Page 1/1
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 SRK Institute of Technology, Enikepadu
 Vijayawada, AP, India 521108

From: Mandaar Barve
 Regional Account Manager - India, Certiport Inc.
 Phone: +91 98 103 06113
mandaar.barve@pearson.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CATC# 90055058					0
Ordered	Item Number	Description	Discount	Unit Price	Ext. Price	
1	MTA	MTA Classroom License - 500 Exams - 1 year validity	\$0.00	\$2100	\$2100	

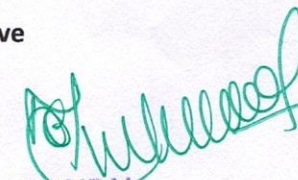
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SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA
SPONSORS:SRK FOUNDATION
INCOME & EXPENDITURE STATEMENT FOR THE YEAR ENDING ON 31.03.2016

EXPENDITURE	AMOUNT		INCOME	AMOUNT	
	RS.	PS.		RS.	PS.
			Fees Received		9,46,10,685.00
Salaries Teaching	4,39,73,964.00		- Vide Schedule 1		
Salaries Non Teaching	66,51,489.82				
Provident Fund	3,94,577.14				
ESI	1,73,991.04				
Staff Welfare	46,666.00				
Security Charges	19,77,928.00		Excess of Expenditure Over Income		2,17,93,243.79
Travelling Expenses	33,72,331.41				
Electricity Charges	38,12,414.63				
Advertisement	8,76,915.00				
Freight	75,830.00				
ISO Certification Expenses	10,000.00				
Bank Charges	51,490.81				
Journals	1,20,868.00				
Newspaper and periodicals	36,405.00				
Admission Fee(JNTU)	48,53,250.00				
Students Welfare	10,980.00				
Technical Training to Students	-9,94,406.00				
Students Motivation Prog exp	115000.00				
Air Condition repairs	77,410.00				
Telephone Charges	2,21,818.00				
Computer Maintenance	1,19,409.00				
Audit Fee	1,14,500.00				
General Exp	79,966.00				
Taxes and Licences	1,22,346.00				
Appexma Fees	38,200.00				
Printing & Stationery	10,65,759.00				
Afric Processing Fees	45,000.00				
Electrical repairs	4,96,829.00				
Repairs and Maintenance	8,19,572.00				
Ups Maintenance	1,41,960.00				
Lift Maintenance	85,184.00				
Garden Maintenance	34,029.79				
Seminor Expenses	3,34,490.00				
Recessals	21,08,000.00				
Generator Maintenance	64,053.40				
Vehicle Maintenance	18,82,074.15				
Lab Maintenance	52,320.25				
Student Schlorship	2,19,000.00				
Faculty Development Program	72,000.00				
Insurance on Vehicles	4,35,591.00				
Courier Charges postage	24,590.00				
Sms Exp	16,000.00				
Panchayat Taxes	3,97,057.00				
Interest On FDRs	13,51,117.51				
Interest on Term Loan 400 Lacs	-26,169.20				
Interest on Syndicate Bank OD	5,63,351.22				
Interest on HDFC	71,698.17				
Interest to HDB	11,03,581.20				
Interest to Sundaram Finance	1,06,967.07				
Interest on Unsecured Loan	925001.00				
Internet Bill	1,93,606.00				
Software Expenses	8,84,277.63				
Building Maintenance	86,01,216.68				

For SRK INSTITUTE OF TECHNOLOGY

B.M.
SECRETARY

[Signature]



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SRK Institute of Technology
ENIKEPADU, VIJAYAWADA-521 108

Unifrom	10,66,078.00
Cable bill	1,570.00
College Occasion Exp	2,50,847.00
Guest Welfare	98,658.00
Certificates verification charges	11,707.50
JKC Reg Fees	82,700.00
Professional Fees	36,00,000.00
Depreciation	2,28,90,867.57

11,64,03,928.79

11,64,03,928.79

PER OUR REPORT OF EVEN DATE

For SPKR and Associates
Chartered Accountants

FRN: 014518S

R. Padmaja
(CA Padmaja Rayala)

Partner

ICAI M.No.220807

Office: Vijayawada

DATE : 29.09.2016



For SRK Institute of technology

[Signature]
SECRETARY

[Signature]

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SRK Institute of Technology
ENIKEPADU, VIJAYAWADA-521 108