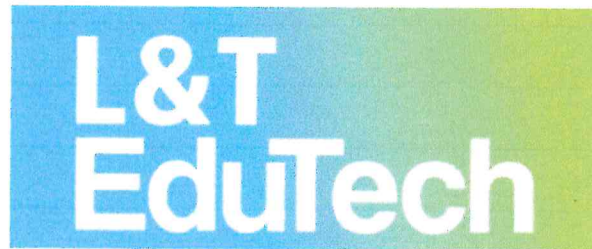




ACHARYA INSTITUTE OF TECHNOLOGY

Affiliated to Visvesvaraya Technological University, Belagavi,
Approved by AICTE, New Delhi,
Recognized by Govt. of Karnataka and Accredited by NBA
(AE, BT, CSE, ECE, ME, MT)



SIEMENS

Center of Excellence

List of Details	
1.	MoU
2.	Activity Carried out

① MOU - Candela

Memorandum of Understanding (MoU) for Acharya Institute of Technology - Candela Technologies India Pvt Ltd Collaboration for Setting up a Industry Research Lab

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this day (31st May 2023), by and between:

Acharya Institute of Technology, an Educational Institution owned, operated and maintained by JMJ Education Society duly represented by its Vice-Principal and Deputy Director, International Collaborations, Prof. Marigowda, the institution having registered office address at Acharya Institute of Technology, Acharya Dr.Sarvepalli Radhakrishnan Road Soldevanahalli, Bangalore-560107 which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assignees).

AND

Candela Technologies India Private Limited, with the registered office address at Candela Technologies India Private Limited. Floor No. 4th and 5th, Hill-Crest Apartments, Peddarishikonda, Visakhapatnam, Andhra Pradesh, India, 530045. represented herein by its representative Mr. Sitarama Kalyana Chekravarthy Penumetsa the Second Party (hereinafter referred to as 'Second Party' or " Industry Partner", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS, Academic Institution and Industry Partner recognize the mutual benefits of an academic-industry partnership for the establishment of a Industry research lab, and desire to set forth the terms and conditions of such a partnership through this MoU.

NOW, THEREFORE, the parties agree as follows:

1. Objective

- a) The purpose of this collaboration is to establish an Industry research lab for " **Wireless Networking and Certification Lab**" at the premises of the Acharya Institute of Technology and invite various companies in the industry to use the Research lab for their Testing purposes.
- b) The industry research lab will be dedicated to research activities related to the lab and Joint research and development of new technologies, products, and services with collaboration with Academia and Other Industries.
- c) To establish a Research Lab which will be the Centre of Excellence for WiFi testing in India, attracting many companies both in India and abroad to send their products to be tested in this lab. The Lab will create core domain expertise in the fields of computer networking and wireless communications for the Industry, Students and faculty.
- d) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.



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SOLDEVANAHALLI, BENGALURU - 560 107

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- e) The Parties intent to cooperate and focus their efforts on cooperation within areas of Skill Enhancement Training, Placement, create Industrial / Infotech exposure of the students of First Party. Contribute in Course design to make it more effective for industrial perspectives, creating cutting-edge tech learning opportunities for Students and facilitating Academic Quality Improvement through Faculty Development Program (FDP), Consulting opportunities for Facullies, etc.
- f) The Parties intent to provide best industrial / infotech exposure to the students and faculty members of the first party to motivate them for learning the latest trend of the technology in/ from the industry.
- g) The Research Lab to be an Incubation centre for new research and products and provide mentorship for startups and also a centre for Creating of contemporary academic course work and labs in the field of computer networking.
- h) The Parties intend to provide paid internships opportunity to the students of the first party to work on the real time projects to gain hands-on experience and to provide the best Placement Platform to the students by exploring the needs of the industries.

2. DELIVERABLES OF BOTH THE PARTIES

a) Deliverables by First Party

Acharya Institutes, shall in good faith provide all requisite support and assistance to **Second Party** in order to achieve objectives contemplated under this MOU in the letter and spirit; more specifically comply with the following obligations:

1. Provide and allocate the suitable space of 2555 Sq ft for the industry research lab and necessary utilities (e.g., electricity, water, and internet connection).
2. Ensure that the research activities carried out at the research lab are in compliance with all relevant laws, regulations, and ethical guidelines.
3. All participants from the academic institution should sign a Non Disclosure agreement from the industry partner and should adhere to the confidentiality of existing Intellectual Property of the industry partner.
4. Provide the students and Faculty to work on the research projects.
5. Design the course and intern programs to suit the Research project requirements .
6. Promote the Candela Technologies success stories with the students and youngsters via seminars, panel meetings , Tech seminars, workshops etc.
7. The Second party is free to utilise the space for the other research and testing activities along with the other industrial partners apart from the joint collaboration activities.

b) Deliverables by Second Party General Deliverables:

1. Provide the necessary funding for the establishment and operation of the research lab.
2. Provide equipment, technology, and materials required for research activities.
3. Appoint a Facility management services agency to maintain the facility.
4. Appoint a research team to work with the academic team to carry out research and development activities.



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31/7/25

5. Ensure that the research activities carried out at the research lab are in compliance with all relevant laws, regulations, and ethical guidelines.
 6. Provide the necessary expertise and manpower to carry out the research projects and create a Mentors Pool from the Industry experts for guiding the students .
 7. Provide Internships to the Students of the First Party
 8. Mentor the students and faculty to develop Innovation and start-ups for guidance or strategic collaboration and assist in designing Skill upgradation programs for students and faculties.
 9. To help in curriculum development for the courses of the MOU
- c) Specific Deliverables:
1. To help create course(s) to meet Industry needs.
 2. To start Collaborative program with Acharya Institutes
 3. To facilitate "College to Corporate' Journey.

3. ASSIGNMENT

It is understood by the parties herein that this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party, without the written consent of the other party.

4. VALIDITY

This Agreement will be valid for 3 years from the date of signing of MoU and it can be extended for further period of 3 years on mutual written consent of both parties.

Both Parties may terminate this MOU upon 30 Calendar days' notice in writing. In the event of Termination, both parties have to discharge their current/ pending obligations, if any.

5. RELATIONSHIP BETWEEN THE PARTIES

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

6. FINANCIAL OBLIGATIONS TOWARDS EACH OTHER

There shall not be any financial obligations on part of the first party for executing the scope of work. The First Provides the necessary built up space for the Joint Industrial Research Lab. The Second Party takes the responsibility to make the modifications to the space to suit its requirements and carry out the interior works and procure the necessary furniture, equipment for the Setting and operating the Research Lab.

7. CONFIDENTIALITY

The parties shall hold the confidential information of each other in strictest confidence and shall not, either directly or indirectly, disclose any confidential information of the disclosing party to any third party. Notwithstanding the foregoing, the receiving party may make the confidential information of the disclosing party available, on a need-to-know basis, to its permitted users, who require knowledge of the disclosing



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party's confidential information for the furtherance of the permitted purpose of this Agreement

8. Intellectual Property Rights

- a) All intellectual property originating from this collaboration will be owned by the industry Partner.
- b) The parties shall mutually agree on the terms and conditions for academic publications of any intellectual property developed during the collaboration.
- c) The parties shall protect each other's confidential information and take necessary measures to prevent any unauthorized disclosure or use of confidential information.

9. Publications and Presentations:

- a) The parties agree to cooperate with each other in publishing and presenting research findings at relevant conferences and journals.
- b) The parties shall acknowledge each other's contributions in all publications and presentations.

10. NOTICES

Any notice or other communication under or in connection with this MOU shall be in writing in the English language and shall be delivered personally or sent by registered post or courier, to the party due to receive the notice or communication at its registered office address set out in this MOU or such other address as either party may specify by notice in writing to the other. It is expressly understood that notices by email mode shall be acceptable by both the parties.

11. NO BENEFITS

No benefit, either in cash or kind, has been provided by any party or any of its respective agents to any officer or employee, or any relative / associate of any officer or employee of the other parties or of any of its associate companies, in order to procure this MOU. Each party further undertakes that it shall not provide any benefit, either in cash or kind, to any such officer/ employee/ relative/ associate as reward or consideration either for retaining this MOU or for any other matter relating to this MOU.

12. AMENDMENTS

Any Amendment in this agreement shall be allowed only after written consent of both the parties.

13. Governing Law and Jurisdiction:

a. This MoU shall be governed by and construed in accordance with the laws of Republic of India

b. Any disputes arising out of or in connection with this MoU shall be resolved through amicable negotiations between the parties. In case of failure, such disputes shall be submitted to arbitration in accordance with the rules of the [Arbitration Institution]

14. Integration:

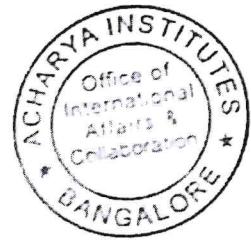


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This Agreement contains the Agreement and understanding by and between the both parties and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

IN WITNESS WHEREOF, the parties have caused this MoU to be executed by their duly authorized:


PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
SOLDEVANAHALLI, BENGALURU - 560 107



Date: 18.06.2024

Subject: Candela Acharya Collaboration 1 Year Review Update

Dear Sir/Madam,

We are thankful to the Acharya team for collaborating with Candela Technologies India Pvt Ltd. The collaboration is bringing together several learning and career opportunities to the Acharya students. Over the past year, the Candela team has offered various opportunities to Acharya students, including courses, internships, career guidance, orientation programs, and in-lab seminars. We have listed out key moments and activities:

1. Candela offered full time opportunities to 3 students who were doing paid internship with Candela, 1 student has accepted the offer and started working as a full-time Candela employee.
2. We organized in campus seminar for ECE students where Candela team provided the sessions on IoT and its industrial applications.
3. Candela team is providing orientation to the students, where students from different branch and semester are visiting the CAWIN (Candela Acharya Wireless Innovation) lab.
4. Guests from different countries visited the AIT campus and Candela team provided the tour and orientation of the Wi-Fi testing facilities and opportunities offered to the students.
5. Short term internship has been offered to the students under the skill development program and provided them the Candela excellence certificates.
6. Acharya students are coming to the CAWIN lab for career guidance, inquiring about the internship opportunities, coming up with project doubts and asking for technical assistance in their projects.
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This collaboration has brought numerous opportunities for the students and has been beneficial for Candela in executing customer service projects. The Candela team is also planning a skill development course for students in the upcoming semester. We kindly request the AIT management to review the activities conducted by the Candela team and provide feedback accordingly.

Thanks & Regards,

Amol Jawale



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Following is couple of pictures showcasing the customer and guest visits to the campus and students' engagement with Candela team.

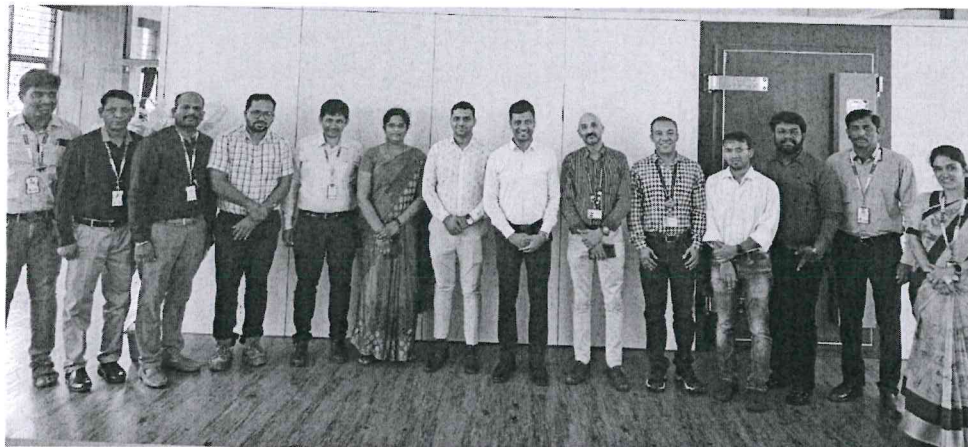
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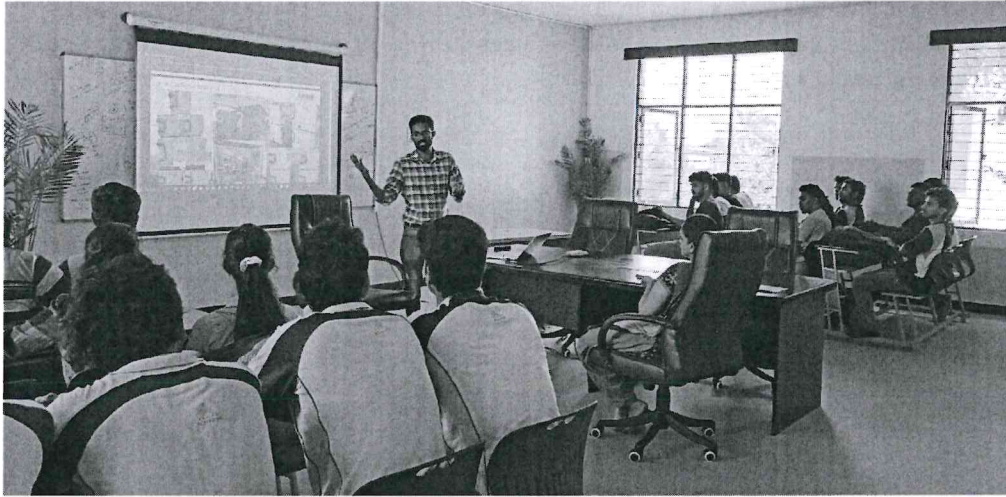
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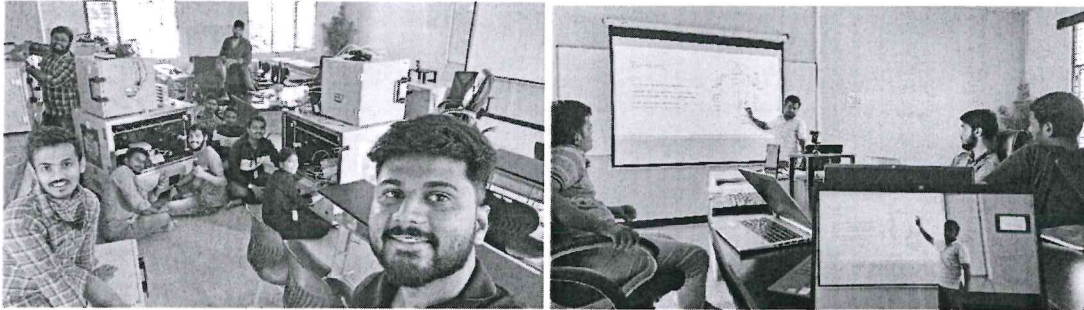
Every Friday, students from different semesters and streams were given a lab tour and technical guidance at the Candela office.





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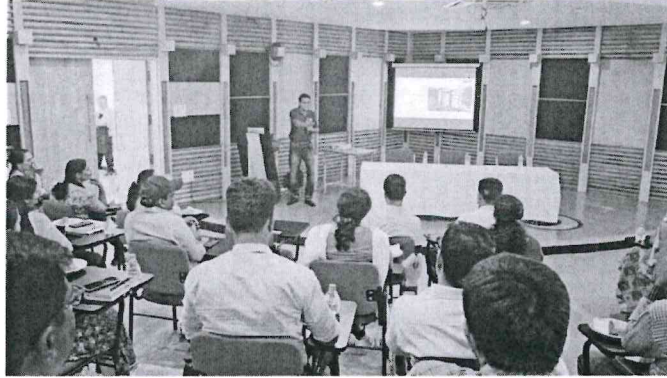
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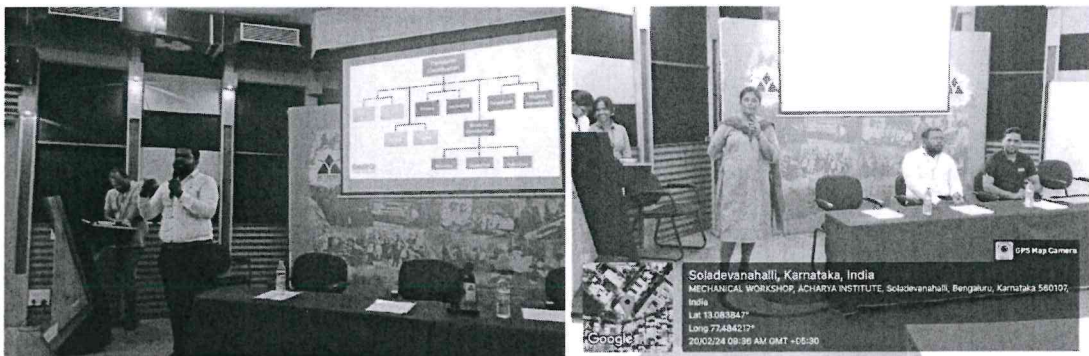
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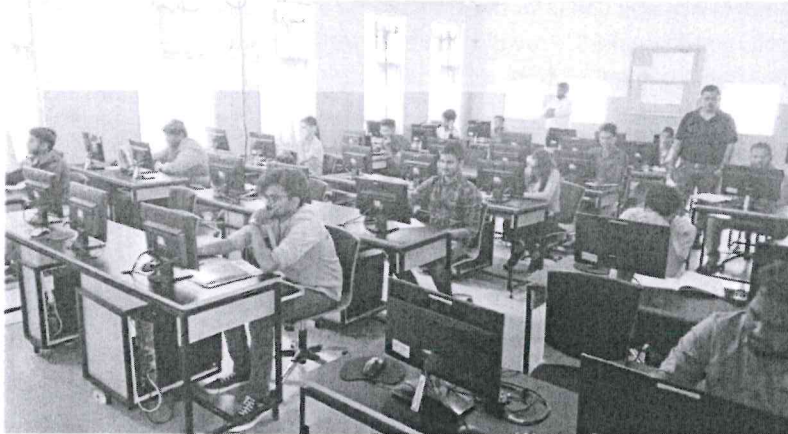


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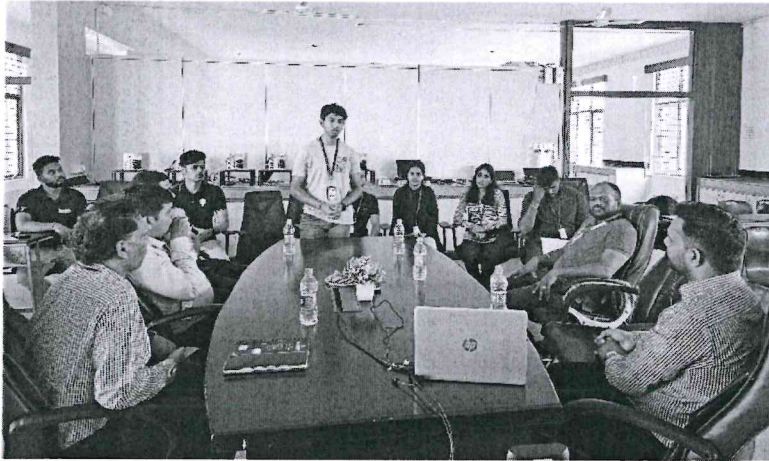
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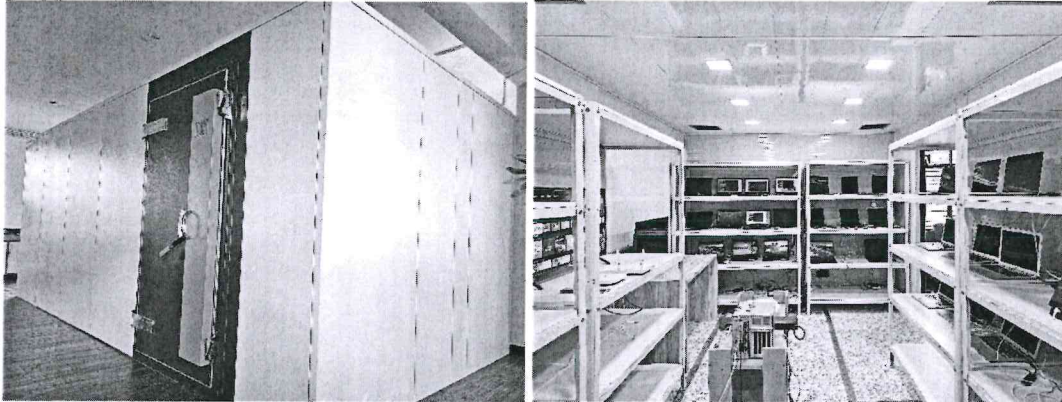
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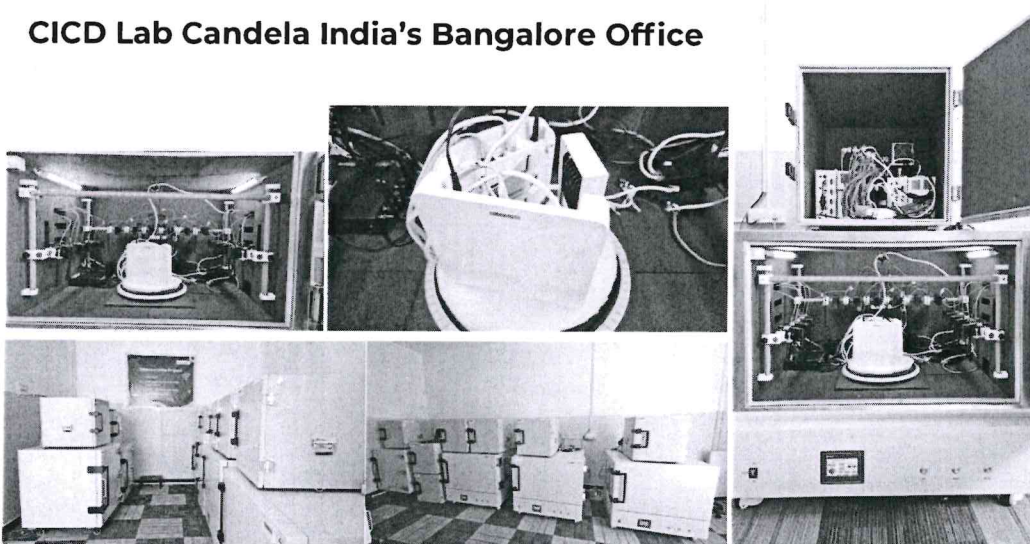
CAWIN LABs Bangalore office:

The Candela Bangalore office is equipped with various labs for Wi-Fi Testing on both virtual and real clients. TIP labs featuring basic to advanced testbeds for simulated home environment testing scenarios, and the BREAD lab with a large walk-in chamber for testing with real clients.



BREAD LAB

CICD Lab Candela India's Bangalore Office



CICD TIP LABS

H. Chandrasekhar
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CANDELA TECHNOLOGIES INDIA PVT LTD

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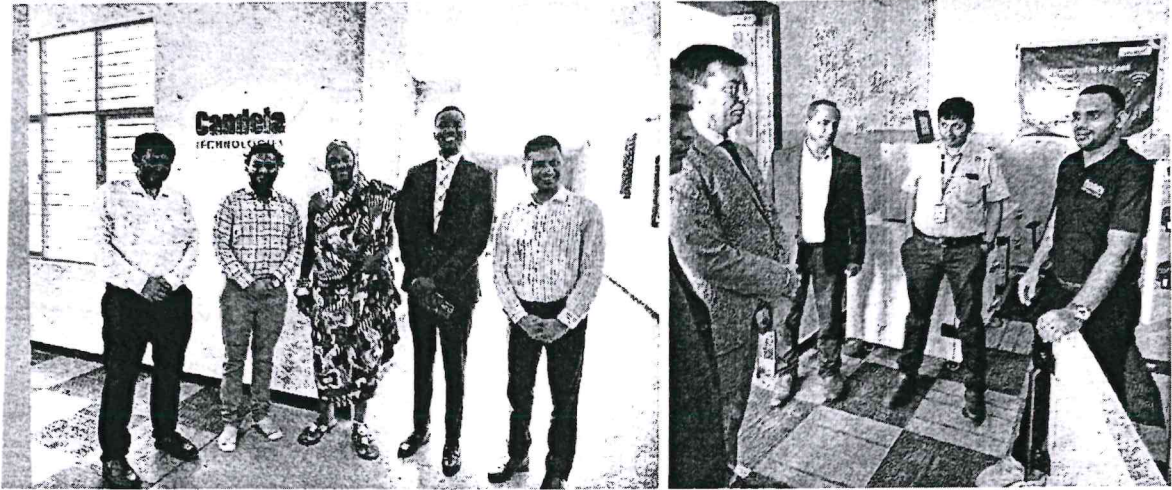
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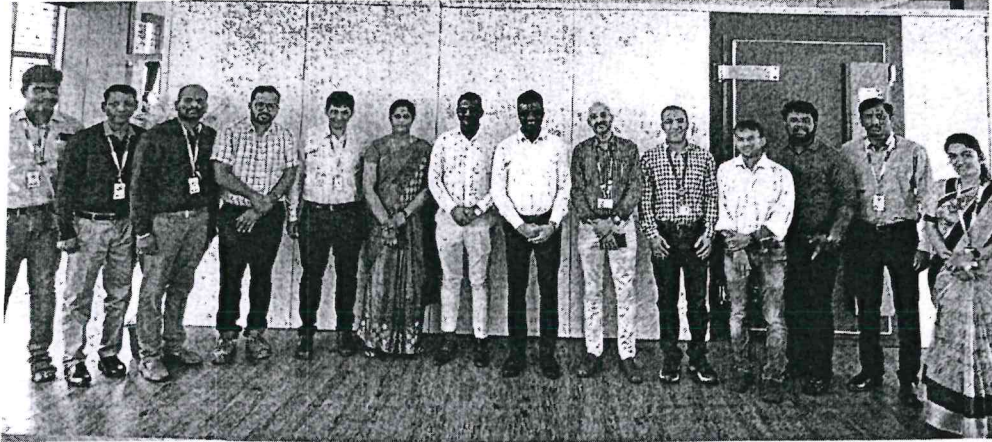


Acharya Institute

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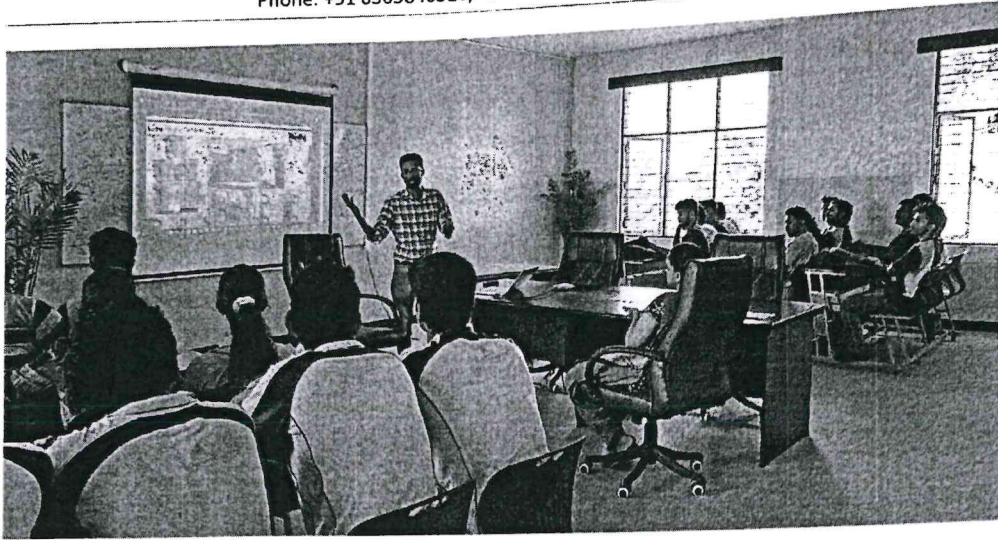
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K. Srinivas

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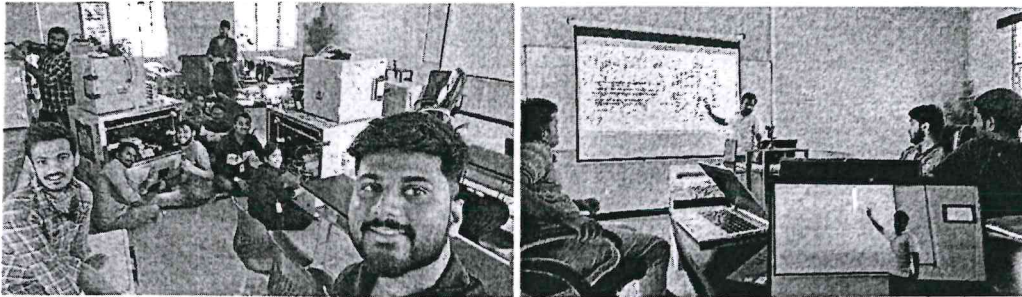
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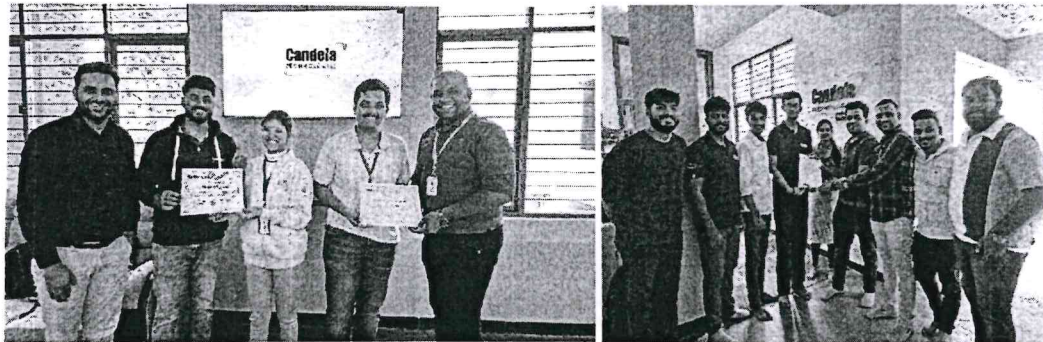
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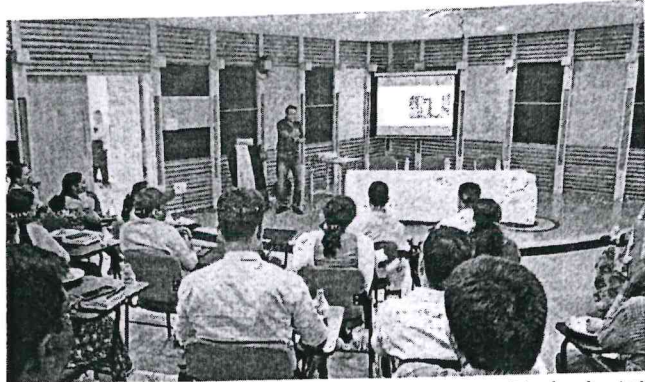


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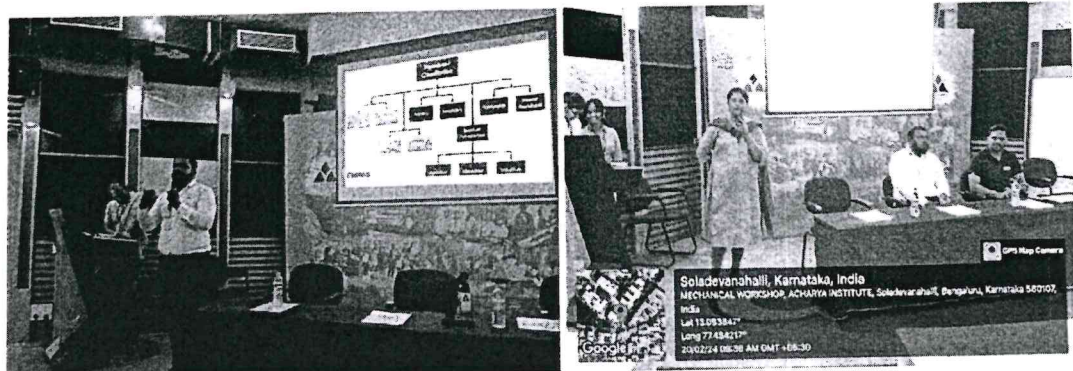
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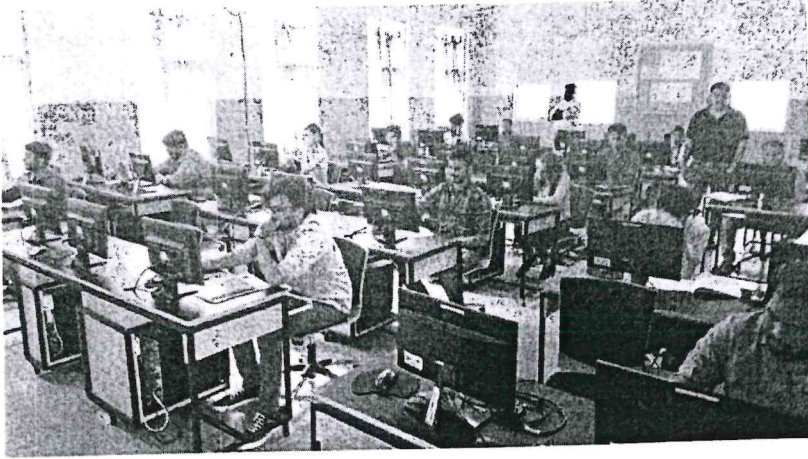


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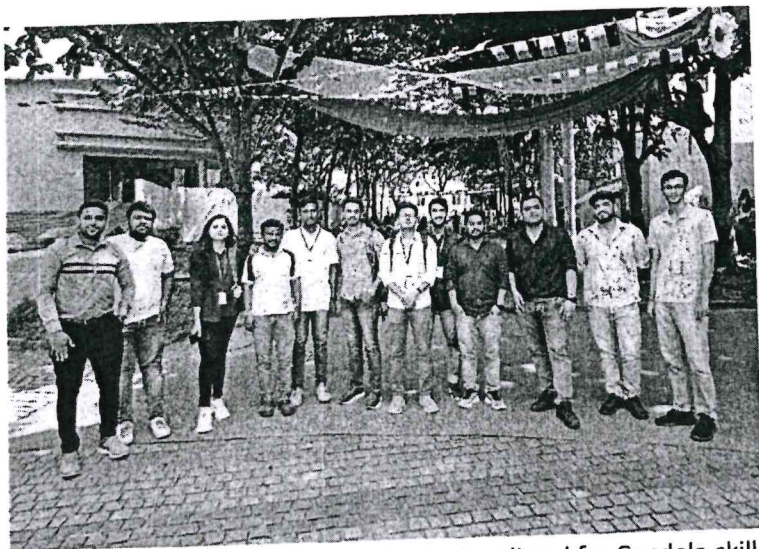
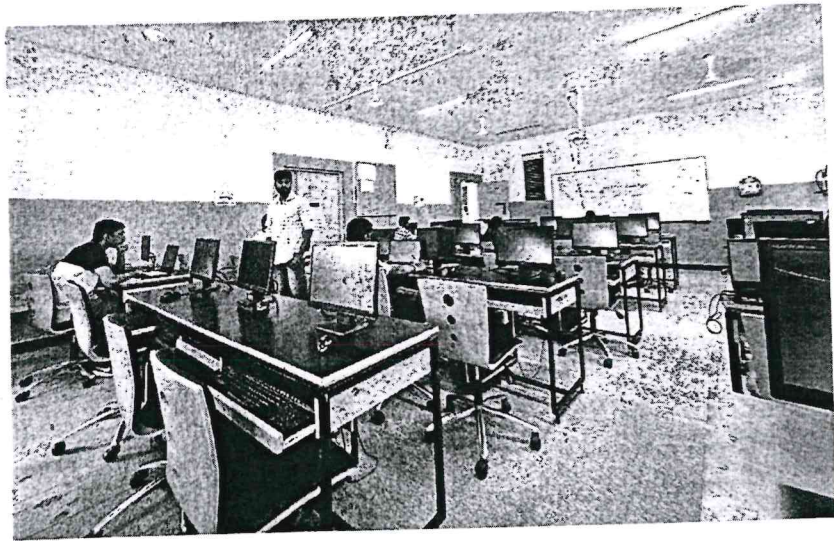
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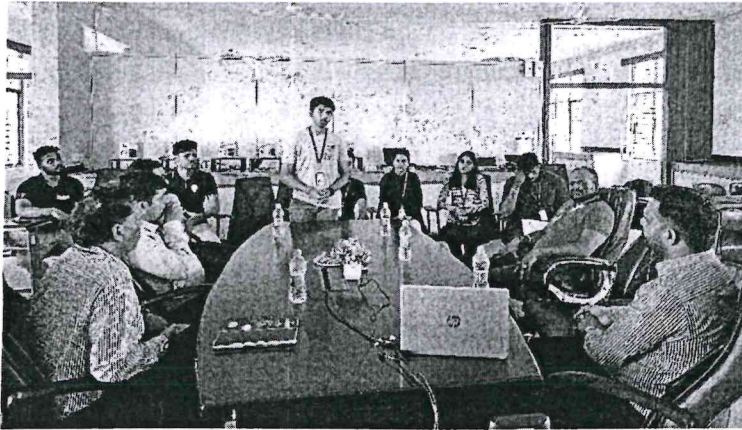


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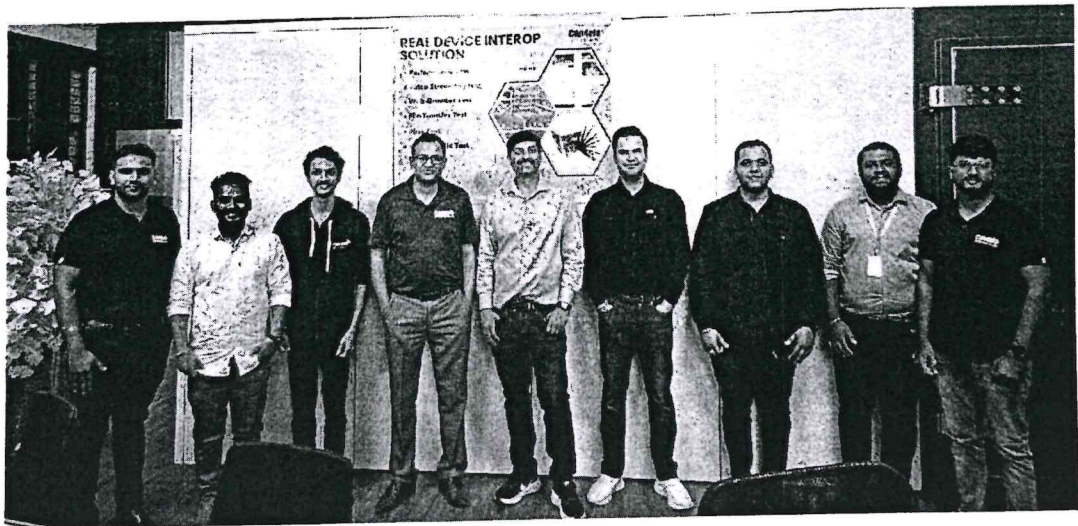
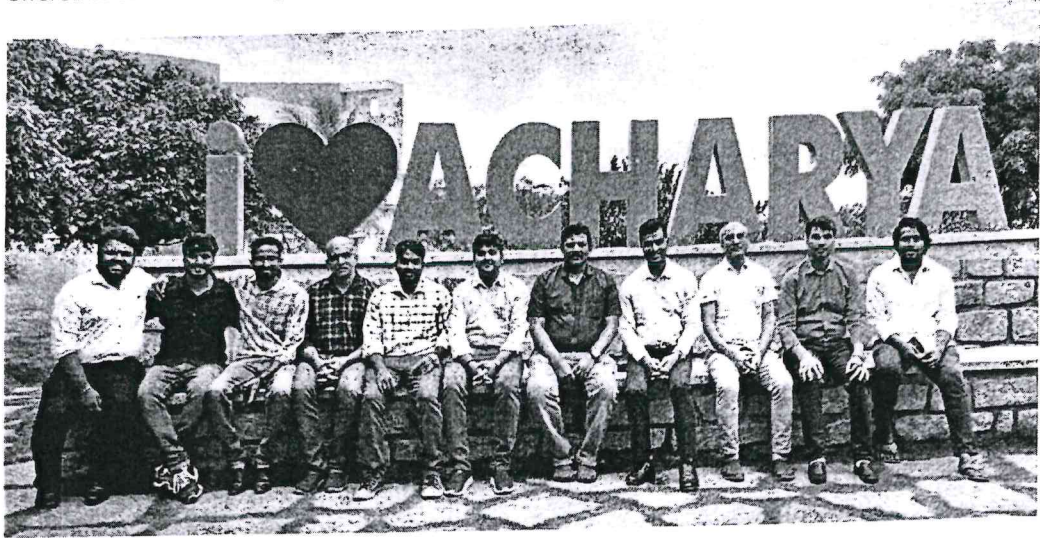
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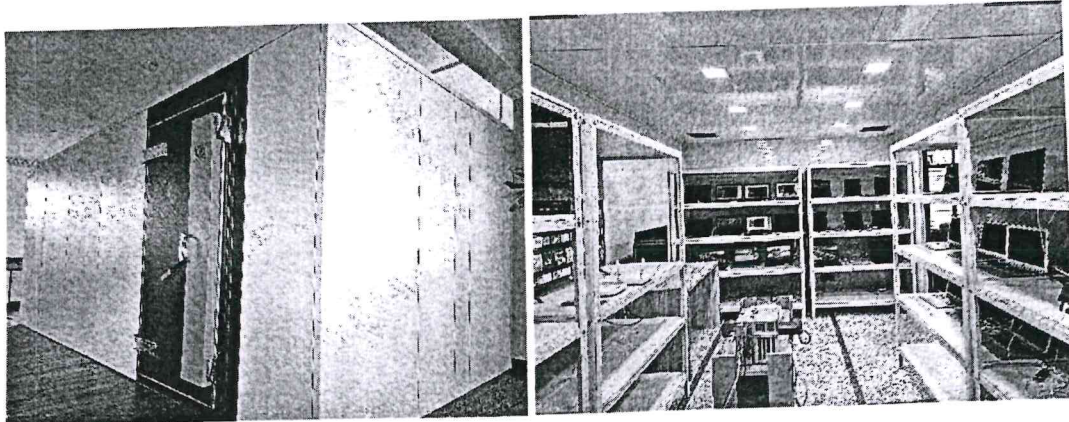
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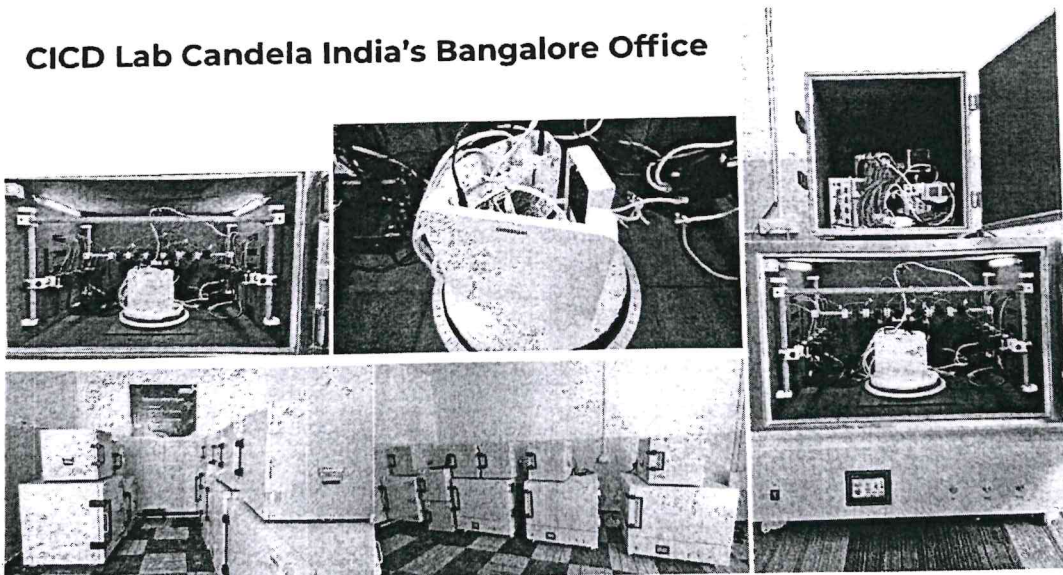
CAWIN LABS Bangalore office:

The Candela Bangalore office is equipped with various labs for Wi-Fi Testing on both virtual and real clients. TIP labs featuring basic to advanced testbeds for simulated home environment testing scenarios, and the BREAD lab with a large walk-in chamber for testing with real clients.



BREAD LAB

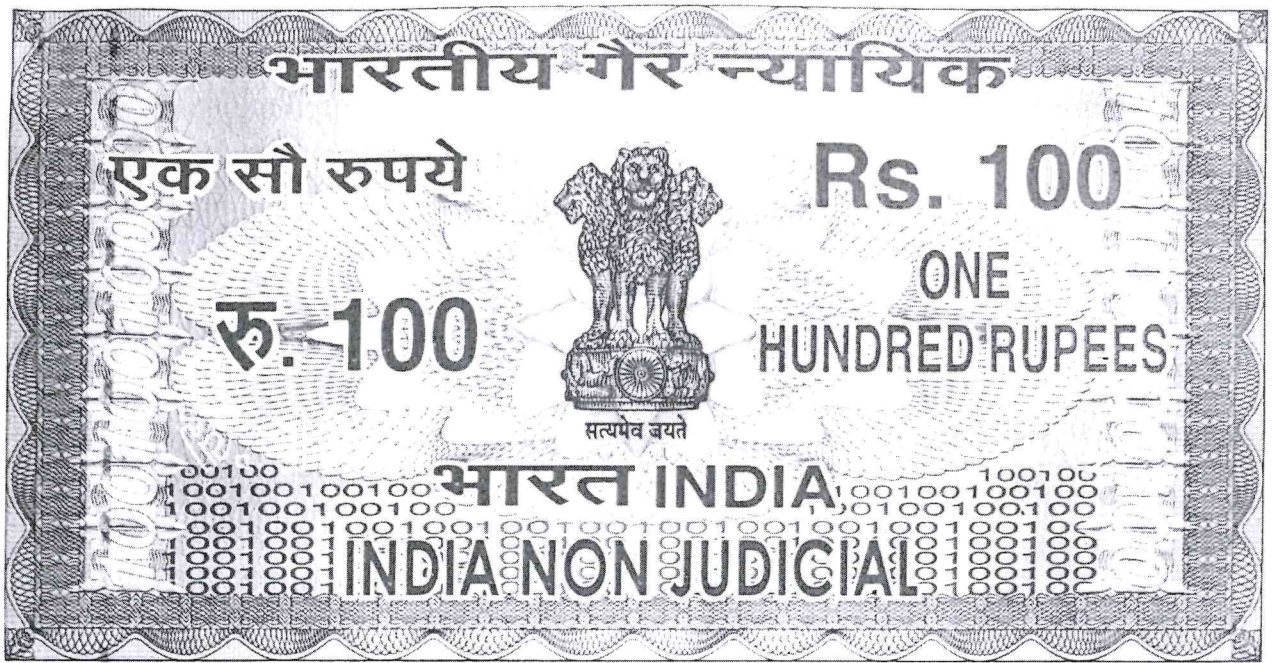
CICD Lab Candela India's Bangalore Office



CICD TIP LABS

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L&T EduTech



தமிழ்நாடு தமில்நாடு TAMILNADU

17 AUG 2023

CX 499381

L&T ch-89

M. KAILASH CHAND
STAMP VENDOR-L.No.11727/C/9
SAIDAPET, CHENNAI-15. 99401730

AGREEMENT

This Agreement is entered into at Bangalore on the 14th day of March 2024.

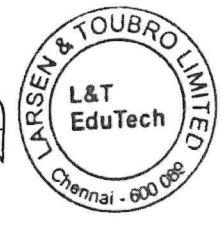
Between

Larsen & Toubro Limited, a company organized and validly existing under the laws of India, having a registered office located at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai - 400001, India and its business vertical L&T EduTech having its office at TCTC 1st floor, Mount Poonamallee Road, Manapakkam, Chennai 600089, India hereinafter referred to as "L&T EduTech" or First Party, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIRST PARTY.

And

[Signature]
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
Soldevanahalli Bangalore 560 107

[Signature]
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
Soldevanahalli, BENGALURU - 560 107



Acharya Institute of Technology, affiliated to Visvesvaraya Technological University (VTU), Belagavi, having its registered office at Acharya Dr. S. Radhakrishnan Road, Acharya P.O Soladevanahalli, Bangalore-560107, Karnataka, India, hereinafter referred to as "ACHARYA" or "Second Party" unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the SECOND PARTY.

L&T EduTech and ACHARYA are hereinafter referred to as such or collectively as "the Parties" and individually as "Party".

WHEREAS

1. L&T is one of the leading engineering conglomerates operating at various parts of the globe providing technology, engineering, construction manufacturing and services including learning and assessment solutions and platforms through its EduTech business unit.
2. L&T EduTech is a new business unit from L&T, which aims to bridge the gap between industry and academia. The core objective would be to enhance the employability of students as well as aspiring professionals across various engineering & technology sectors. Keeping the focus on employability, L&T has launched a series of industry-led application-oriented programs under its product portfolio - L&T College Connect ("Integrated Program" or "College Connect Program").
3. ACHARYA has already been established as Acharya Institute of Technology, a higher education institution in Bangalore, Karnataka.
4. L&T EduTech will provide its Integrated Program to the students of ACHARYA.
5. ACHARYA has accepted L&T EduTech's offer and agrees to enrol its students for the Integrated Program under
 - a. Advanced Practices in Construction
 - b. Program in E-Mobility and Electric Vehicles
6. The Parties are desirous of entering into this Agreement to set out their mutual understanding in this regard.

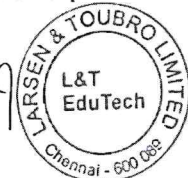
NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

1. Scope of the Agreement

- 1.1. L&T EduTech has developed a solution to bridge the industry-academia gaps in present-day curricula by providing application-oriented courses which are, in-tune with future requirements to deliver career & learning outcomes.
- 1.2. ACHARYA agrees to cooperate and provide the solicited inputs, infrastructure support etc. to L&T EduTech.
- 1.3. ACHARYA and L&T EduTech have agreed to provide the Integrated Program to the students of ACHARYA as set out in Annexure - 1 of this Agreement.
- 1.4. ACHARYA shall enrol students into the Integrated Program as set out in this Agreement.
- 1.5. L&T EduTech shall deliver the courses as set out in Annexure - 1.
- 1.6. The Parties shall set up a committee consisting of two members from each Party, who shall monitor the progress under this Agreement on a periodic basis.


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2. Product Table

Batch	Programs Offered	Number of courses	Minimum Enrolment	Fees per Learner per Year (Not incl. GST)	Total Course Fees per Learner (Not incl. GST)
2024-28	Advanced Practices in Construction (Civil Engineering)	6	30 Learners	Rs. 15,250	Rs. 61,000
2024-28	Advanced Specialization on Electric Vehicles (Electrical)	6	50 Learners	Rs. 15,250	Rs. 61,000

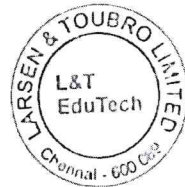
- The number of learners and the fee per learner are as set out in this Agreement. The minimum enrolment strength for each program shall be as tabulated above. Any additional learner required shall be offered at per learner rate as indicated in the table above.
- L&T EduTech shall launch the Courses/license/s on the start date of ACHARYA's academic calendar. ACHARYA shall invite the students to enrol into the Courses/licenses with immediate effect.
- Launch of Courses/licenses would mean commencement of services rendered by L&T EduTech
- The learner fee is exclusive of applicable taxes. The same shall be payable by the ACHARYA as per the statutory norms and at the rates prevailing from time to time.

3. Payment Terms

- The pricing will be valid for 1 year from the date of signing the agreement and it will be renewed based upon mutual agreement subsequently.
- The total investment is a committed value and will not change/vary due to the reasons of non-subscribing of any of the licenses by the students and/or students opting out of the programme for whatsoever reasons.
- At the time of signing of the agreement, on production of invoice by L&T EduTech, Acharya Institute of Technology shall pay to L&T EduTech Rs. 12,20,000 ("the Base Amount") as an advance. ACHARYA will be permitted to advertise about the courses and begin enrolment of students for these courses only after payment of the Base Amount to L&T EduTech.

K. Srinivas
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
Soldevanahalli Bangalore-560 107

J. Srinivas



K. Srinivas
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
SOLDEVANAHALLI, BENGALURU - 560 107

- d. For the enrolment year (2024-28) undergoing the Integrated Program, L&T EduTech shall raise invoice as per the schedule provided below. Payment shall be made within 10 days of the Invoice. Roll out of the courses shall commence only after receipt of the payment for the particular semester.

Tranche	Invoicing Schedule	Amount (Not incl. GST)
1	At the time of signing of the agreement	Rs 12,20,200 (up to 80 learners) and Rs 15,250 per learner above 80 learners
2	15 th Jul-25 or 15 days before commencement - whichever is earlier	Rs 12,20,200 (up to 80 learners) and Rs 15,250 per learner above 80 learners
3	15 th Jul-26 or 15 days before commencement - whichever is earlier	Rs 12,20,200 (up to 80 learners) and Rs 15,250 per learner above 80 learners
4	15 th Jul-27 or 15 days before commencement - whichever is earlier	Rs 12,20,200 (up to 80 learners) and Rs 15,250 per learner above 80 learners

- e. This engagement for the Integrated program is envisaged to continue on a year-to-year basis. The invoicing schedule for subsequent years shall be in 4 tranches as per the schedule provided below. Payment shall be made within 10 days of the Invoice. Roll out of the courses shall commence only after receipt of the payment.

Tranche	Invoicing Schedule	Amount (Not incl. GST)
1	15 th Jul or 15 days before commencement of First Year	Rs 12,20,200 (up to 80 learners) and Rs 15,250 per learner above 80 learners
2	15 th Jul or 15 days before commencement of Second Year	Rs 12,20,200 (up to 80 learners) and Rs 15,250 per learner above 80 learners
3	15 th Jul or 15 days before commencement of Third Year	Rs 12,20,200 (up to 80 learners) and Rs 15,250 per learner above 80 learners
4	15 th Jul or 15 days before commencement of Fourth Year	Rs 12,20,200 (up to 80 learners) and Rs 15,250 per learner above 80 learners

- f. L&T shall set up a Center of Excellence (CoE) for delivering the Program in E-Mobility and Electric Vehicles in ACHARYA's campus with support of its Technology Partner after receipt of payment for first tranche for the first batch. The scope of deliverables for the CoE are detailed in the Annexure - COE.

ACHARYA PAN Number: AAICN2650C

ACHARYA GST Number: 29AAICN2650C1ZL

4. Obligations of ACHARYA

ACHARYA hereby agrees that it shall:

- Promote the Integrated Program to students and to the general public as "Program in partnership with L&T EduTech". If any advertisements are released by the ACHARYA, the cost of such advertisement will be borne by the ACHARYA. ACHARYA will promote the College Connect Program Courses according to course descriptions given by L&T EduTech.
- Enroll students within respective courses at the start of license date. The list of students enrolled can be shared with L&T EduTech and

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ACHARYA INSTITUTE OF TECHNOLOGY
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ACHARYA INSTITUTE OF TECHNOLOGY
SOLDEVANAHALLI, BENGALURU - 560 107

John J H

CHARTERED BROKER LIMITED
L&T EduTech
Chennai - 600 082

- ACHARYA shall ensure that the correct name is printed in the certificate on successful completion.
- c) Provide a point of contact for all administrative and support function to ensure smooth implementation of the courses.
 - d) Periodic review to ensure on track implementation and sharing feedback with L&T EduTech as soon as possible and any necessary action required.
 - e) Assign faculty members to be trained in the operation and maintenance of the CoE as detailed in the Annexure.
 - f) Provide necessary support for the establishment and operation of CoE in ACHARYA's campus
 - g) Ensure the timely payment of invoices as mentioned in the clause 3 (d).

5. Obligations of L&T EduTech

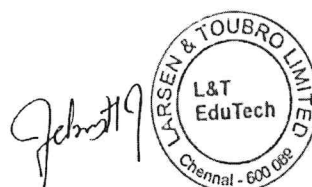
L&T EduTech hereby agrees that it shall:

- a) Support in recommending the right courses as per the learning and career outcomes evinced for the students.
- b) Ensure courses are live and available to students during the validity of the licenses.
- c) Share schedule of course delivery as agreed with ACHARYA.
- d) Provide SMEs for virtual or in-person classes as agreed course wise delivery.
- e) Conduct assessments or other formalities course wise and issue certificate on successful complete.
- f) Provide technical support to all enrolled students of ACHARYA regarding the online platform through which the courses are offered.
- g) Allow students completing the program to register and build their profile in L&T EduTech Skill Exchange platform.
- h) Facilitate placement opportunities for the students successfully completing the College Connect courses. Internship/placement for the learner shall be based on student meeting the required eligibility criteria for hiring.
- i) Establish the CoE in E- mobility and Electric Vehicles in ACHARYA's campus with support of its Technology Partner for delivery of Program in E-Mobility and Electric Vehicles as detailed in Annexure, based on clause 3(f).

6. Representation and Warranties

- a. The Parties hereby represent and warrant to each other that:
 - i. Entering into and performance of this Agreement does not and will not conflict with any law, governmental rule/regulation or cause a breach of any other agreement to which either of the Parties is a party.
 - ii. They are duly organised and validly existing entity, and it has the power and authority to enter into and perform this Agreement and the signatory to this Agreement is duly authorised by it.

H. Anil Kumar
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
Soldevanahalli Bangalore-560 107



H. Anil Kumar
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
SOLDEVANAHALLI, BANGALURU - 560 107

7. L&T Logo usage and Co-branding

- a. ACHARYA will be provided with the option of using co-branded materials in its marketing campaign, certificates, student acquisition programs, etc., L&T EduTech shall provide ACHARYA with the marketing material and information and ACHARYA shall only use such material and information.
- b. ACHARYA may utilize L&T EduTech's logo and brand material (collectively referred to as the "**Brand Material**") subject to the payment of license fees against the first invoice raised by L&T EduTech as set out in clause 3 above. It is hereby clarified that ACHARYA shall be entitled to use L&T EduTech's Brand Material subject to the timely settlement of any and all subsequent invoices raised by L&T EduTech.
- c. L&T EduTech reserves the right to revoke the consent granted to ACHARYA to use its Brand Material at any time during the term of this Agreement. Upon such revocation ACHARYA shall cease using L&T EduTech's Brand Material with immediate effect.
- d. Usage of L&T EduTech's Brand Material shall be subject to the brand guidelines and approval of marketing or promotional material by L&T EduTech.

8. Term and Termination

- a. This Agreement shall be with effect from the date of signing hereto and shall remain valid for a period of five years unless terminated earlier.
- b. This Agreement may be terminated by either of the Parties by giving three months written notice to the other Party.
- c. Either Party ("**Aggrieved Party**") shall be entitled to terminate this Agreement forthwith by issuance of a written notice to the other Party ("**Breaching Party**") due to a (a) breach of the terms and conditions of this Agreement including non-adherence to the stipulated timelines, failure or refusal to pay the fees, breach of clause 10 (*Intellectual Property Rights*) etc. Provided that the Aggrieved Party shall provide the Breaching Party with a written notice ("**Notice**") informing it of the occurrence of such breach and the Breaching Party fails or refuses to rectify the breach within a period of 7 days from the date of receipt of notice. The requirement of Notice shall be dispensed with if the breach is irremediable in nature.
- d. In the event of any termination, the ongoing College Connect Program shall be rendered to the students who had enrolled for the same prior to the termination of this Agreement. It is hereby clarified that the amounts paid by ACHARYA prior to termination of this Agreement for availing the courses shall not be refunded under any circumstances.
- e. It is hereby agreed by the Parties that post termination of this Agreement for any reason, ACHARYA shall cease to provide the College Connect Program, either under the same name or a different brand name using the materials of L&T EduTech, to the students, and return all data, information of L&T EduTech that it may have access to and communicate to the students that the College Connect Program will be no longer offered through ACHARYA.

Handwritten signature
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
Soldevanahalli Bangalore-560 107

Handwritten signature
Circular stamp: L&T EDUTECH, LARSEN & TOUBRO LIMITED, Chennai - 600 088
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
SOLDEVANAHALLI, BENGALURU - 560 107

9. Confidentiality

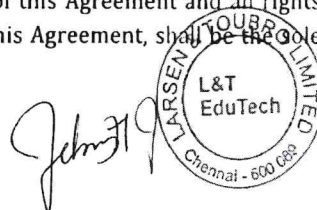
- a. The Parties hereby agree that each Party may have access to Confidential Information of the other Party. Each of the Parties agrees that it shall keep confidential all the information disclosed by the other Party and will use the same only for the purposes of this Agreement.
- b. Each of the Parties also agrees that it shall not disclose to any person or entity any of the terms, conditions or other facts with respect to any such possible transaction including the status, which is confidential information without the consent of the other Party.
- c. For the purposes of this Agreement, Confidential Information shall mean any information provided by a Party to another Party under this Agreement, including but not limited to, financial, marketing, technical, IPR, design, customer/learner information (sourced by L&T EduTech / ACHARYA) or other information of the disclosing party.
- d. The Parties also affirm that there shall not be any announcement made by either Party, till both Parties have approved the content of such an announcement.
- e. Nothing in the above clause prevents a Party from disclosing any Confidential Information:
 - (a) to its employees, legal advisors and other consultants on a need-to-know basis (provided the Party uses reasonable endeavours to ensure that the relevant person is aware that the information is confidential and does not further disclose the information except in accordance with this clause);
 - (b) if required by law, or regulatory authority;
 - (c) to obtain any Regulatory or corporate approval, consent or authorization to enter into the transaction;
 - (d) if required in connection with enforcement of any right or in defence of any claim, legal proceedings or dispute resolution procedure relating to or arising out of this Agreement.

10. Intellectual Property Rights

- a. Intellectual Property Rights: Any and all Intellectual Property Rights (hereinafter referred to as IPR) subsisting in the courses (now or in the future), including any and all patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world).
- b. ACHARYA agrees that all products/ such other things provided under this Agreement shall belong exclusively to L&T EduTech and no rights thereto shall accrue in any manner to ACHARYA.
- c. Under no circumstances will ACHARYA be entitled to claim the IPR (or any right of any kind) for any product, process, methodology, patent or any other thing of any nature whatsoever in relation to this Agreement. Any IPR developed during the currency of this Agreement and all rights over the Courses to be delivered under this Agreement, shall be the sole


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- property of L&T EduTech and ACHARYA shall not have a right to claim any right over the same merely by working on it or instrumental in developing the same.
- d. ACHARYA shall not along with its student(s)/faculty/client(s)/sub-contractor(s) remove or alter any of the proprietary rights notices on any Confidential Information/courses it receives from L&T EduTech and will not attempt to recreate, update, modify, create derivative works, delete, destroy or deface the courses or Intellectual Property (or any part thereof) in any manner whatsoever. In no case shall ACHARYA or anybody connected to ACHARYA either directly or indirectly, apply for, or seek registration of, or in any way use in any country the patents, know-how, trademark or any other intellectual property, designs, copyrights, trademarks, trade names or logos which are identical or confusingly similar to the patents, know-how, trademark or any other intellectual property, marks, trade names, logos, designs, etc., belonging to L&T EduTech.
 - e. ACHARYA hereby fully confirms and commits that it shall take all necessary precautions, measures and steps to fully protect the Confidential Information of L&T EduTech from any unauthorized disclosure, misuse or infringement in any manner.
 - f. Upon any termination of this Agreement or upon breach by ACHARYA of any of the terms of this Agreement, ACHARYA shall cease using the L&T IPR and the courses forthwith.

11. Indemnity

- a. Each Party ("Indemnifying Party") hereby irrevocably and unconditionally agrees to indemnify and hold the other Party ("Indemnified Party"), its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs, claims, or the like (collectively "Loss") which may be suffered or incurred directly, including but not limited to any claim by third party, by Indemnified Party as a result of (i) any misrepresentation or material breach of any representation or warranty made by the Indemnifying Party in this Agreement or (ii) non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by the Indemnifying Party or (iii) violation of confidentiality and intellectual property rights of the Indemnified Party.
- b. In no event shall the maximum liability of L & T EduTech under this Agreement exceed the amount of fees paid/payable by ACHARYA for a period of three months immediately preceding the date of the claim.

12. Notices

- a. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to be given when sent by electronic mail to the electronic mail address specified below or delivered by hand to the address specified below. A copy of any such notice shall also be sent by registered mail or courier on the date such notice is transmitted by electronic mail, to the address specified below:


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In the case of L&T EduTech:

L&T EduTech, TCTC (First Floor), Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.No.979, Chennai - 600 089.
E-Mail ID: collegeconnect@lntedutech.com

In the case of Acharya Institute of Technology:

Acharya Institute of Technology, Acharya Dr. S. Radhakrishnan Road, Acharya P.O, Soladevanahalli, Bangalore - 560107, Karnataka, India
E-Mail ID: principlait@acharya.ac.in

13. Non-Solicit

- a. During the term of this agreement and for a period of thirty-six (36) months thereafter, ACHARYA shall not directly or indirectly, knowingly recruit, hire, engage or solicit for employment any technical or professional employee of L&T EduTech, its Affiliates, sub-contractors, vendors, etc. unless otherwise agreed to in writing by the Parties.

14. Exclusivity

- a. The L&T EduTech hereby agrees and acknowledges that ACHARYA has executed similar agreements with third party course providers. Similarly, the ACHARYA hereby agrees and acknowledges that L&T EduTech shall be free to enter into similar agreements with third parties in respect of its College Connect Program. ACHARYA hereby agrees and states that it shall not share/discard/use the course materials, or any information pertaining to the course or otherwise made available to it by L&T EduTech with such third-party course providers under any circumstances in any manner. It is hereby agreed between the Parties hereto that any such act on the part of ACHARYA gives L&T EduTech the right to terminate this Agreement.

15. Entire Agreement


- a. This Agreement and the schedules, set forth constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto including any commercial and/or technical proposal made by ACHARYA to L&T EduTech.

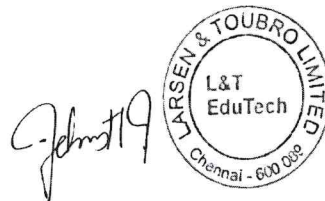
16. Assignment Rights

- a. ACHARYA shall not assign or transfer its rights and liabilities hereunder to any other party without the prior written permission of the L&T EduTech which will not be unreasonably withheld.

17. Survival

- a. Any provision of this Agreement that by their content are intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive.


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18.No partnership

- a. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or any other similar relationship between any of the parties and none of them shall have any authority to bind the others in any way, whether contractually or otherwise.

19.Severability

- a. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

20.Counterparts

- a. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

21.Amendment

- a. This Agreement may be amended or modified in whole or in part with the mutual consent of the Parties to the Agreement in writing.

22.Costs of Enforcement

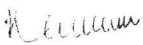
- a. If either Party shall seek to enforce any provision of this Agreement, the prevailing party in any such legal action or proceeding shall be entitled to reasonable attorney's fees in addition to any other relief provided to the prevailing party.


23.Governing Law and Jurisdiction

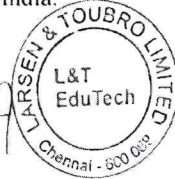
- a. This Agreement shall be governed by the laws of India. The Parties hereby agree that the courts in Chennai, India will have the exclusive jurisdiction to try any disputes by and between the Parties.

24.Arbitration

- a. The Parties shall attempt in good faith, to resolve any controversy, claim, or dispute arising out of this Agreement through bilateral mutual negotiations. It is mutually agreed that in the event of any dispute or misunderstanding that might be arising between the Parties related to this Agreement, whether as to the interpretation of the terms and conditions contained herein and / or as to the determination of the respective rights and obligations, the Parties herein shall resolve the same by way of referring the dispute to the arbitration of the sole arbitrator to be appointed by mutual consent. If the Parties herein failed to arrive at a consensus for the appointment or a sole arbitrator, each Party shall be entitled to appoint an arbitrator of their choice and the arbitrators so appointed in this regard shall by consensus appoint a third arbitrator, thereby forming an arbitration panel to resolve the dispute between the Parties herein. Each Party shall be liable to bear the cost of their respective Arbitration, unless otherwise adjudged by the arbitration panel.
- b. The award to be passed by the arbitration panel shall be final and binding on the Parties herein. The procedure as prescribed under the Arbitration of Conciliation Act 1996 shall be adopted in this regard. The law applicable shall be Indian Law and the venue of arbitration shall be Chennai, India.


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25. FORCE MAJEURE

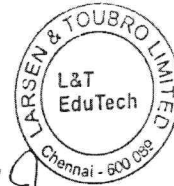
The Parties shall be excused from delays in performing or from failing to perform its obligations under this Agreement or the indentures pursuant thereof to the extent the delays or failures result from causes beyond the reasonable control of the parties, including, but not limited to acts of God; wars; Governmental actions; fire; flood; epidemic; and freight embargoes. However, there shall be an obligation on such repudiating party to give notice to the other ("Affected Party") regarding the invocation of the Force Majeure clause at the earliest possible. The Affected Party shall have the right to terminate this Agreement if the other Party is prevented from performing its obligations due to the subsistence of the Force Majeure Event beyond a period of 7 days.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

For Acharya Institute of Technology

For Larsen & Toubro Limited

D) RAJATH HEGBE W
Principal
L. U. U. U. U.
Authorised Signatory
Acharya Institute of Technology
PRINCIPAL
ACHARYA INSTITUTE OF TECHNOLOGY
Soldevanahalli Bangalore-560 107
Witnesses:



Mrs. M F Febin
Mrs. M F Febin
Head-CollegeConnect Business
L&T EduTech

Witnesses:

1. *[Signature]*
19/2/24

1. *Mayank Ranjan*

2. *[Signature]*

2. *[Signature]*

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3. *[Signature]*

Annexure - 1

Advanced Practices in Construction (Civil Engineering)		
S No.	Course Name	Credits
1	Building Information Modelling in Construction	3
2	Construction Equipment and Techniques	3
3	Formwork Engineering Practices	3
4	Deep Excavations, Foundations and Tunnels	3
5	Geospatial Techniques in Practice	3
6	Heavy Lifting Techniques & Machinery	3
Total		18

Advanced Specialization on Electric Vehicles (Electrical)		
S No.	Course Name	Credits
1	Foundations of EV & Hybrid Vehicles	3
2	EV Battery Technology and Powertrain Development	3
3	EV Power Electronics & Embedded Systems	3
4	EV Charging Infrastructure, Vehicle Testing & Homologation	3
5	EV Vehicle Design & Analysis	3
6	EV PCB Design & Data Analytics	3
Total		18

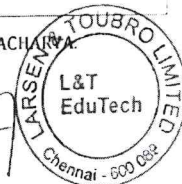
Semesterwise course distribution shall be mutually discussed and agreed.

Delivery Model			
S. No	Interventions		Duration
1	Student Orientation - Virtual Live	✓	0.5 hrs
2	Course Orientation - Virtual Live	✓	0.5 hrs
3	Online Self-Paced Content	✓	28 hrs
4	In Person Expert Sessions	✓	12 hours (2 days)
4	Mid assessment - Virtual Live	1 No.	1 hr
5	Virtual Instructor Led Expert Sessions	✓	4 hours (2 days)
6	Project work - online	✓	10 hrs
7	Final assessment - Virtual Live	✓	1.5 hrs
8	E - Certification for Eligible Students	✓	

The boarding and food accommodation for the trainers during in person training shall be borne by ACHARYA

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Approved by AICTE, New Delhi and Accredited by NBA & NAAC

Date -12/06/2024

Circular

Subject: Orientation Program for L&T EduTech Courses

The main aim of program is to familiarize students with the course content and the benefits of enrolling in the L&T EduTech program, enhancing their employability and technical expertise.

As per the direction of Principal AIT instructions, the students of second- and third-year civil engineering course are hereby invited to participate in the program.

Venue: Civil seminar hall, AIT, Bangalore

Time : 10.00 AM - 12.30 PM

Date : 12-06-2024

Sd/-

HOD,

DEPARTMENT OF CIVIL ENGINEERING,

AIT Bangalore-560107


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Acharya Dr. Sarvepalli Radhakrishnan Road, Soladevanahalli, Acharya P. O., Bangalore-560 107

<https://ait.ac.in> Ph.: 080 2372 2222



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Report on Orientation Program for L&T EduTech Courses

Heading: L&T EduTech Courses Offered Under "Advanced Construction Practices"

Date: 12th June 2024

Venue: Civil seminar hall, AIT, Bangalore

Participants: Second- and Third-Year Students

Introduction

The Department of Civil Engineering successfully conducted an orientation program on June 12, 2024, to introduce the L&T EduTech Courses offered under the theme "Advanced Construction Practices." The program aimed to equip students with practical skills and knowledge essential for modern construction challenges.

Objective

The primary objective was to familiarize students with the course content and the benefits of enrolling in the L&T EduTech program, enhancing their employability and technical expertise.

Program Highlights

Welcome Address

The session began with a welcome address by the Prof Dhananjay M, highlighting the importance of advanced construction practices in today's industry.

Overview of L&T EduTech

A detailed presentation on L&T EduTech was provided, covering its mission, vision, and the significance of the collaboration with our department.

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Course Details

The courses offered include:

Building Information Modelling in Construction

Construction Equipment and Techniques

Formwork Engineering Practices

Deep Excavations, Foundations and Tunnels

Geospatial Techniques in Practice

Career readiness in Digital era

Expert Lectures

Industry experts Mr. Mayank shared insights on current trends and innovations in construction, emphasizing the need for continuous learning.

Interactive Q&A Session

Students engaged with the speakers, clarifying doubts about course content, career prospects, and the application process.



Mayank

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Conclusion

The orientation program was a significant step towards preparing our students for successful careers in civil engineering. The collaboration with L&T EduTech promises to provide valuable industry-aligned education, bridging the gap between academia and industry requirements

A handwritten signature in blue ink, likely of the Principal, is positioned above the printed name.

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Statement of Work for Training

CN-0001949195

To:

Acharya Institute of Technology

1, sri Complex, Acharya College, Md Ganapathi
Nagar, Bengaluru, Karnataka 560107

Contact person: C K Marigowda

marigowda@acharya.ac.in

From:

SIEMENS

**Siemens Industry Software (India)
Private Limited**

www.plm.automation.siemens.com

Sales Office: Building C, 7th Floor, Panchshil
Business Park, Survey No:20, Balewadi, Pune,
Maharashtra - 411045

Your contact person: Rohit Bhatia

e-mail: hatia.rohit@siemens.com

Date 4th Mar 2024



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1 Introduction

Siemens Industry Software (India) Private Limited (“SISW”) is pleased to provide this Statement of Work (“SOW”) in respect to the training SISW will perform for Acharya Institute of Technology, Bengaluru, (“University ”)..

Although SISW is working hard to meet delivery and performance dates, temporary delays in the delivery of service cannot be ruled out as a result of the global outbreak of the novel coronavirus (2019-nCoV/SARS-CoV-2). SISW retains the right to reasonably adjust delivery dates and schedules if necessary in consultation with University.

If University issues a purchase order, memorandum or other instrument covering the Services or deliverables provided under this proposal or the Agreement, it is agreed that any terms and conditions contained therein that are additional to or inconsistent with this proposal or the Agreement will not be binding on the parties. This proposal will supersede all other documents with regards to this engagement.

When signed by both parties, this proposal will be contractually binding on SISW and Acharya Institute of Technology. This proposal and the Agreement may not be varied other than in writing, executed by the duly authorized representatives of both parties.

2 Scope of Work

SISW shall provide either of the instructor-led training to the UNIVERSITY in accordance to below:

Details	Module	PLM Advanced	Duration (Hours)
Delivery of Training No. 1	Module 1	CAD Fundamental Processes	50
Delivery of Training No. 2	Module 2	Teamcenter User + NX Integration/ PLM Fundamentals (Concepts) + Teamcenter Active Workspace usage	50
Delivery of Training No. 3	Module 3	Teamcenter Administration + Data Model Customization (Working with Admin Application)	50
Delivery of Training No. 4	Module 4	Teamcenter Customization (Extending Teamcenter Data Model using BMIDE, Integration Toolkit, Teamcenter Services, Meta Model Customization, Stylesheets, Teamcenter Plugin Development)	50
Delivery of Training No. 5	Module 5	Teamcenter Active Workspace Customization	50
		Total	250

Consumption of trainings is available for 36 months following the date of signing of the SOW by the University

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3 Pricing Schedule and Compensation

All work activity as outlined in this Statement of Work are on a Fixed Price basis. The estimated price is based upon SISW providing and managing resources necessary to provide the in-scope services of this SOW.

Description	Number of Students	Total Fees
Siemens Training No.1 to 5	30	21,00,000

Description	Number of User	Total Price
Siemens Xcelerator Academy LAAS80007 Learning Membership (12 months)	30	10,50,000

3.1 Training Payment Schedule

The table below outlines SISW compensation for this SOW, which shall be invoiced to the University as per the schedule below and payable to SISW

Description	Acceptance Criteria	Percentage Payment
Delivery of Training No. 1	Email confirmation upon completion of training no. 1	20 %
Delivery of Training No. 2	Email confirmation upon completion of training no. 2	20%
Delivery of Training No. 3	Email confirmation upon completion of training no.3	20 %
Delivery of Training No. 4	Email confirmation upon completion of training no. 4	20 %
Delivery of Training No. 5	Email confirmation upon completion of training no. 5	20 %

- All prices are exclusive of GST which is charged additionally at actuals. SAC Code for Training is 999293, GST rate is currently 18%
- SISW's training cost for executing the Scope of Work shall be invoiced on receiving the completion certificate
- University agrees to pay SISW within 30 days of the date of invoice. Payments made are not refundable
- All terms and conditions are subject to Scope of Work for this training

In the event that this SOW is terminated or suspended prior to the completion of the Services or the delivery or acceptance of any final deliverable, University agrees to pay SISW for all work performed through the date of termination or suspension of the Services.

NOTE:

- a) Training location: Acharya Institute of Technology, Bengaluru
- b) UNIVERSITY should provide Lab with specified computers as per hardware and software specifications detailed in Annexure I

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- c) Trainer lodging and boarding for delivery at UNIVERSITY campus should be provided by UNIVERSITY
- d) Refer Annexure II for detailed course agenda
- e) Training material for students will be provided on Xcelerator Academy Portal by Siemens

4 Out-of-scope responsibilities for SISW

For additional clarity, the following, non-exhaustive list shows examples of deliverables and activities that are not in Scope for this SOW.

- a) University processes, procedures and documentation not specifically identified in this SOW.
- b) Any and all metrics or Service Levels, uptime, performance, scalability and other similar performance requirements or parameters or measurements not specifically identified in this SOW.
- c) Unless explicitly defined in this document, this SOW does not include any customization of the provided software solution. The training only covers the use of out of the box functionality.
- d) Unless explicitly defined in this document, the SOW does not include the ability to interface with any other applications.
- e) Unless explicitly defined in this document, the SOW does not include the ability to interface with any supplier or third party, or the process and tools required to do this
- f) Help Desk support after training completion will need additional contracts and is not covered by this SOW

5 University Responsibilities

University will make facility access, University space, and communication services available to SISW. University will ensure that SISW has the rights to use any third-party software or other third-party intellectual property made available to SISW by University as necessary for the performance of Services with due intimation to University.

6 Press-Media Release Approval

Any Press/Media communications related to Siemens Integrated Program by University should be approved by Siemens marketing & communication team before release. Media release should not include information or words that is not approved by the Siemens marketing and communication. In case of live event (Convocation, MoU signing etc.) content of media release requires prior approval before the release date and both parties agree to it.


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7 Ordering information

1	Purchase order should be placed on:	Siemens Industry Software (India) Pvt. Ltd. Building C, 7th Floor, Panchsheel Business Park, Survey No:20, Balewadi, Pune, Maharashtra – 411045 GST Number: 27AABCS7638E1Z9 PAN: AABCS7638E
2	Training Completion Certificate (TCC)	<ul style="list-style-type: none"> Customer should confirm on email acknowledging delivery of training on the last training day for each training. Invoices will be raised based on the TCC received for training provided
3	SISW Agreement	<ul style="list-style-type: none"> The Customer's acknowledgement of this SOW indicate that Customer has read these Agreements online, and that both parties agree that this SOW will be governed by the terms and conditions contained in them: Universal Customer Agreement (UCA) https://www.sw.siemens.com/en-US/sw-terms/base/uca/ Learning Services Agreement https://www.sw.siemens.com/en-US/sw-terms/learning-services/

7 Ownership of Deliverables

- (a) Pre-existing Software and Technology. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the inception of a Professional Services project, or acquired or developed thereafter without reference to or use of the intellectual property of the other party ("Pre-existing Material").
- (b) Ownership of Deliverables. Subject to Sections 6(c) and 6(d), SISW will own all intellectual property rights in or related to all deliverables that are developed and delivered by SISW under this Agreement, and such deliverables will be SISW's Confidential Information. SISW also will own all intellectual property rights in or related to any know-how, techniques, concepts or ideas developed in the performance of the Professional Services provided hereunder and related to SISW's Pre-existing Material.
- (c) Deliverables Based on Customer's Software and Technology. Subject to Section 6(d), Customer will own all intellectual property rights in or related to any deliverables developed hereunder to the extent that such deliverables consist of Customer's Pre-existing Material, works derived from Customer's Pre-existing Material, or modifications to Customer's Pre-existing Material.
- (d) Third Party Software and Technology. All software and technology that is licensed by a party from a third party vendor will be and remain the property of such vendor.
- (e) License Grant for Deliverables Owned by SISW. SISW grants to Customer a perpetual, royalty-free, non-transferable and nonexclusive license to use the deliverables owned by SISW and provided to Customer under an SOW for Customer's internal business purposes. Unless otherwise specified in the applicable SOW, software deliverables will be in executable form, and Customer is authorized to load, execute, display, store and otherwise use the software for internal purposes.
- (f) No "Work Made for Hire". The Professional Services provided hereunder will not constitute "works made for hire" under any applicable copyright laws. SISW retains ownership of any work in progress under an SOW and will not deliver the same until Customer makes full payment in accordance with this Agreement.
- (g) No License to Intellectual Property of the Other Party. Except as expressly provided in this Agreement, neither party grants the other party a license to any of its patents, copyrights, trade secrets or other intellectual property.

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SISW will be free to use the ideas, concepts, methodologies, processes and know-how developed in the course of performing the Professional Services (collectively "Know-how"), provided that such Know-how excludes Customer's Pre-existing Material.

8 Export

SISW's obligations under this Agreement are conditioned upon, and Customer agrees to comply with, all applicable export and re-export control regulations, embargoes and sanctions including, but not limited to, those of the United States (the "Export Laws"). Customer represents that all products provided hereunder and any derivatives thereof will not be (i) downloaded, exported, re-exported (including any "deemed export"), or transferred, directly or indirectly, contrary to the Export Laws, (ii) used for any purpose prohibited by the Export Laws or (iii) delivered to persons/entities otherwise ineligible to acquire or use the products provided hereunder. SISW may conduct the necessary Export Laws checks and, upon request, Customer will promptly provide SISW with any necessary information. Customer will indemnify and hold harmless SISW against any claim, action, damages, fines and costs relating in any way to Customer's noncompliance with Export Laws.

9 Confidential Information

"Confidential Information" means all information disclosed by one party to the other under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. The receiving party will (i) use Confidential Information only as required to exercise rights or perform obligations under this Agreement, (ii) protect Confidential Information from unauthorized use or disclosure, and (iii) not copy the Confidential Information without the prior written consent of the disclosing party. Customer will not disclose SISW Confidential Information to any third party other than financial, tax and legal advisors. SISW will not disclose Customer Confidential Information to any third party, other than to its employees, affiliated companies, consultants, contractors, and financial, tax and legal advisors without the prior written consent of Customer. Neither party will disclose the terms of this Agreement in connection with this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, SISW and its affiliates may name Customer as a customer on their websites and in customer lists and other marketing materials. The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual or fiduciary obligation of confidentiality; (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party; (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

10 Force Majeure

Neither party will be liable for failure in performance due to any cause beyond its reasonable control provided the delayed party promptly notifies the other party and uses commercially reasonable efforts to correct the failure.

11 Approvals

IN WITNESS WHEREOF, the parties have duly executed and delivered this Statement of Work as of the last date written below.

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