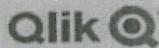


VIDYA JYOTHI INSTITUTE OF TECHNOLOGY
(An Autonomous Institution)



UTKARSHAH

S. No	CENTRE OF EXCELLENCE	Date of Establishment
1.	QLICK	11/09/2017
2.	VIRTUSA	04/07/2019
3.	Networking Laboratory and Data Acquisition Laboratory	06/11/2017
4.	Embedded & IoT Laboratory	03/08/2016
5.	Lean Techno	25/09/2017



Memorandum of Understanding

Effective Date and Parties :

This Memorandum of Understanding (MoU) is made on 11th of September 2017, by and between Vidya Jyothi Institute Of Technology (VJIT), Hyderabad, (hereinafter referred to as the Host College), Qlik (hereinafter referred to as the Company), collectively referred to as "the parties." This agreement shall remain in effect from the date it has been signed.

Purpose

The purpose of this agreement is to:

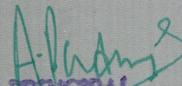
VJIT establishes the Centre of Excellence (CoE) named as "Centre of Excellence in Analytics powered by Qlik" supported by the Qlik Academic Program to enable Data Literacy and develop Analytics Skills of the academic community.

COMMITMENT BY Qlik for CoE Establishment

As per points mentioned in the Qlik Academic Program agreement

COMMITMENT BY VJIT for COE Establishment

1. Will provide laboratory setup, power, generator back up etc. and will create the proper learning environment to launch the Academic Program.
2. VJIT will motivate maximum numbers of students for the course.
3. Will provide a SPOC (Dr. Sidhartha Ghosh, Professor in CSE and Head of Training and Placements) to execute the program.
4. Will provide staff members who will be responsible in making lists, conducting labs, guiding students, taking attendance etc.
5. Will take care of the to and fro expenditure of the Qlik experts visit and their stay at hotel as and when will be asked by Qlik.
6. Will not use Qlik tools or Software for any commercial purpose.
7. Will take care of the involvement of the students towards learning the Qlik tool.
8. Will provide best students to get enrolled to the course.
9. Will not charge students to be part of the CoE.
10. Will create environment to conduct Campus Placements by the Qlik clients or Companies suggested by Qlik for Data Analytics jobs.


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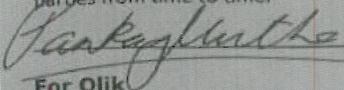
11. VJIT will have the right to do the required promotion/marketing for the concept/COE/activities happening in VJIT.

Termination

This MOU agreement will be declared to be breached if any of the above mentioned conditions are not fulfilled or met. Any breach in this agreement will adversely affect the outcome of the results expected during the marketing for the college.

Amendments

This Memorandum of Understanding may only be modified by an amendment executed by both parties from time to time.



For Qlik

Name PANKAJ MUTHE

Title PROGRAM MANAGER
ACADEMIC

Date 11.09.2017

Seal



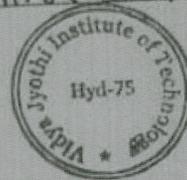
For Vidya Jyothi Institute of Technology

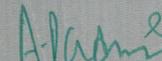
Name DR. P. VENUGOPAL REDDY

Title DIRECTOR

Date 11.09.2017

Seal




PRINCIPAL

Vidya Jyothi Institute of Technology
Himayatnagar (Vill), C B. Posa,
Hyderabad-75.



ACADEMIC PROGRAM AGREEMENT

1. Introduction

THIS ACADEMIC PROGRAM AGREEMENT (THE "APA") GOVERNS THE USE BY THE ACADEMIC PROGRAM PARTICIPANT ("LICENSEE") OF QLIK'S PROPRIETARY SOFTWARE, RELATED SOFTWARE COMPONENTS AND DOCUMENTATION (ALL OF WHICH ARE REFERRED TO HEREIN AS THE "SOFTWARE") ALONG WITH ANY RELATED SERVICES PROVIDED BY QLIK. QLIK AND LICENSEE ARE FROM TIME TO TIME REFERRED TO HEREIN AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES."

2. Grant of License

2.1. License Grant. Subject to the terms and conditions of this APA and any applicable Order Form or other ordering document, Qlik grants Licensee a term, non-exclusive, non-transferable, limited license to use the Software and the Documentation solely for:

- the following academic educational purposes: student instruction, student projects, student academic research, and student demonstrations; or
- for an approved independent academic research subject to the following parameters: (1) the research must be for academic purposes only (and cannot be used for or on behalf of administration); (2) only professors and students may participate in the research; (3) the research may not be used, directly or indirectly, for any commercial or for-profit purposes; and (4) the research cannot be otherwise funded by any grant funds.

2.1.1. The license granted pursuant to Section 2.1 is for a term of one year from the date of delivery which may be renewed for additional one year terms by the written consent of both Parties.

2.1.2. Licensee may not use the Software for any commercial (whether or not for fee) or internal business purposes whatsoever (including, but not limited to, any administrative use by the affiliated college or university). Licensee shall not allow access to the Software by more than the quantity of licenses or authorized users specified in the applicable Order Form. Licensee shall maintain an up-to-date written record of the number of copies of the Software in its possession and their location, and, upon request, shall produce such record to Qlik. Licensee shall ensure that all reasonable precautions are taken to safeguard the Software and the Documentation to prevent unauthorized access or misuse.

2.2. License Restrictions. Except as otherwise expressly permitted in this APA, Licensee will not, Licensee will not, nor will it permit or authorize anyone to: (a) distribute, convey, lend, lease, share, sell, transfer, market, sublicense, rent or otherwise make available any component of the Software or any Documentation, including without limitation, outside of Licensee's academic institution listed on the applicable Order Form; (b) copy, decompile, disassemble or reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms or procedures from the Software, or modify, adapt, translate or create derivative works based upon the Software except as expressly authorized by the mandatory provisions of applicable law; (c) use, offer or otherwise exploit the Software as a revenue-generating or commercial product or service to or for any third party, including, without limitation, hosting, outsourcing, service bureau, application service provider, or software as a service (SaaS) functionality; (d) use the Software for purposes of benchmarking, collecting and publishing data or analysis relating to the performance of the Software, or developing a product that is competitive with any of the Software; (e) remove any copyright, trademark or other Qlik product or service; (f) alter or circumvent any proprietary notice from the Software; (g) alter or circumvent any Software license key or any other restrictions or limitations on Software access or use; or (g) permit the use of the Software or Documentation by third parties. Without limiting any of the foregoing, if a serial number, password, license key or other security device is

provided to the Licensee for use with the Software, the Licensee may not share or transfer such security device with or to any other user of the Software or any other third party. Any other use of the Software by any third party, except as provided in this APA, is strictly forbidden and is a breach of this APA.

2.3. Data Security. The Software provided hereunder is licensed, not sold. To the extent not expressly licensed to Licensee hereunder, Qlik, its Affiliates, and their respective suppliers or licensors where applicable, reserve and retain all right, title and interest in and to the Software and all intellectual property rights embodied therein, as well as all trademarks, service marks, product names and trade names of Qlik and its Affiliates (collectively, the "Marks"). Licensee shall maintain reasonable technical and procedural access controls and system security to safeguard the Software and Documentation and shall be directly responsible for any violations of this Agreement by anyone that it or any of its Affiliates has allowed to access the Software.

2.4. Feedback. If Licensee chooses to provide Qlik with ideas or suggestions regarding any Qlik products or services, Licensee agrees that Qlik is free to use any such ideas and suggestions for any purpose, including, without limitation, developing, improving and marketing products and services, without any liability or payment of any kind to Licensee and such new features, functionality or performance shall be deemed to be automatically assigned under this APA to, and shall become the sole and exclusive property of Qlik. For clarity, Licensee is not required to provide feedback as described in this Section 2.4.

2.5. Copyright Statement. The Software and Documentation contain material that is protected by copyright laws and international treaty provisions. The Licensee shall maintain at all times all copyright notices provided on the Software, Documentation and associated packaging and any copies thereof. Licensee shall ensure that any permitted copy of the Software is produced only for the Licensee's own benefit, that it is clearly marked on the copy that such copy is subject to copyright and confidentiality, and that a written list is maintained of the number of copies and place of storage. Copies of the Software constitute Qlik's property. All the terms and conditions of this APA shall also apply to such copies.

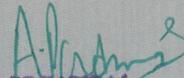
3. Maintenance

Maintenance and support services will not be provided for the Software. Licensee may find the user-to-user support forums at <http://community.qlik.com> helpful in addressing any issues. Further, Licensee may also contact Qlik's Concierge team at https://qliksupport.force.com/C2S_Home_Page for non-technical questions regarding login and registration or general questions and information regarding Qlik. Licensee may have access to resources made available to Academic Program participants at <https://community.qlik.com/groups/qlikview-academic-program>. Qlik does not provide any assistance in curriculum development or review.

4. Disclaimers

To the maximum extent permitted by law, Qlik does not represent, warrant or make any commitment that: (i) the Software will meet Licensee's requirements; (ii) the Software will operate in combination with other hardware or software; or (iii) operation of the Software, will be uninterrupted or error free. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, DATA (AS DEFINED IN SECTION 12), QLIK CONNECTORS AND ANY SERVICES, TRAINING MATERIALS OR COURSE CURRICULUM (AS DEFINED HEREIN) PROVIDED BY QLIK HEREUNDER ARE PROVIDED "AS IS" AND QLIK AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO THEIR ACCURACY.

Qlik APA May 2016


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5.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, QLIK'S MAXIMUM AGGREGATE LIABILITY UNDER THIS APA (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED one hundred US Dollars (USD \$100).

5.2. No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL QLIK OR ITS RESPECTIVE LICENSORS OR AFFILIATES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS, GOODWILL, OR DATA, INACCURACY OF ANY DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

5.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN THIS APA ARE INDEPENDENT OF ANY AGREED REMEDY SPECIFIED IN THIS APA, AND WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY AGREED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT QLIK MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF QLIK'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. IF A WAIVER, RIGHT, OR REMEDY IS EXERCISED PURSUANT TO MANDATORY LAW, IT SHALL BE EXERCISED SOLELY FOR THE PURPOSE PROVIDED AND IN CONFORMANCE WITH THE PROCEDURES AND LIMITATIONS EXPRESSLY PROVIDED FOR BY SUCH LAW.

5.4. Third Party Beneficiaries. Nothing in this APA will create any rights in favor of any third party including any rights pursuant to the UK's Contracts (Rights of Third Parties) Act 1999 or other applicable law. This shall not affect any right or remedy of a third party that exists or is available apart from that Act or such other applicable law.

6. Modifications to Software and Services

Qlik reserves the right at any time to discontinue release of any Software or Services (including but not limited to Qlik Sense Cloud Services, Education Services, and DataMarket Services) and to alter prices, features, specifications, capabilities, functions, content, licensing terms, release dates, Data (as defined in Section 12), general availability or other characteristics of the Software or any such related services.

7. Term and Termination

7.1. Term. This APA is effective until terminated. Qlik may terminate this APA or any individual Software license, service, product or feature provided hereunder at any time for convenience. The Licensee may

terminate this APA for convenience at any time by uninstalling, destroying or returning to Qlik all copies of the Software and Documentation in the Licensee's possession or within its control.

7.2. Termination. Upon termination, the license(s) to use the Software hereunder shall terminate and Licensee agrees to promptly uninstall, destroy or return to Qlik all copies of the Software and Documentation and to certify in writing that all known copies, including backup copies, have been uninstalled, destroyed or returned to Qlik. All provisions relating to confidentiality, Qlik's ownership and proprietary rights, limitations of liability, disclaimers of warranties, waiver, audit and governing law and jurisdiction that survive the termination of this APA. Termination shall not affect or prejudice either party's rights accrued as at the date of termination.

7.3. Survival. The Parties' rights and obligations under Sections 2.2, 2.3, 2.6, 4, 5, 6, 8 and 9, as well as this Section 7.3 shall survive any termination of this APA.

8. Confidentiality

Licensee agrees to hold in confidence Confidential Information until Licensee receives written notice from Qlik that the Confidential Information ceases to be confidential. Licensee further agrees that Licensee shall not use Confidential Information except to the extent necessary to exercise the license granted to Licensee by Qlik hereunder. Licensee will protect Confidential Information from unauthorized distribution and use with the same degree of care that Licensee uses to protect its own like information, but in no event less than a reasonable degree of care. Licensee acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of this Section 8 and that such breach would cause irreparable harm to Qlik; therefore Qlik will be entitled to seek immediate injunctive relief, in addition to any remedies otherwise available at law or under this APA.

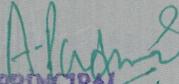
9. General Provisions

9.1. Definitions

9.1.1. "Affiliate" means any entity which controls, is controlled by, or is under common control with Qlik or Licensee, as applicable, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.

9.1.2. "Confidential Information" means any confidential or proprietary information which relates to Qlik's trade secrets, Software, source code for the Software, the Documentation, services, deliverables, training materials, technology, research, development, pricing, product plans, marketing plans, business information, proprietary materials including visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, formulae, and concepts used in the design and all future modifications and enhancements. Confidential Information shall also include third party data or information that was disclosed to Licensee under a duty of confidentiality. Confidential Information also includes any information, in whatever form, disclosed or made available by Qlik to Licensee that relates to or is contained within Qlik Confidential Information and that is not publicly known. Confidential Information does not include information that: (i) enters the public domain through no fault of Licensee; (ii) is communicated to Licensee by a third party under no obligation of confidentiality; (iii) has been independently developed by Licensee without reference to any Confidential Information; (iv) was in Licensee's lawful possession prior to disclosure and had not been obtained either directly or indirectly from Qlik; and (v) is required to be disclosed by law, provided Licensee has promptly notified Qlik in writing of such requirement and allowed Qlik a reasonable time to oppose such requirement.

9.2. Recordkeeping, Verification and Audit. While this APA is in effect and for one (1) year after the effective date of its termination, upon request by Qlik but not more than once per calendar year, Licensee shall conduct a self-audit of its use of the Software and, within ten (10) business days after receipt of such request, submit a written statement to Qlik verifying that it is in compliance with the


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తెలంగాణ తెలంగాణ TELANGANA

S.No. 987 Date 2/07/19

Sold To P. Venugopal Reddy

For Whom Secy to Hqs

S.P. sect. Kam Reddy

03 JUL 2019

G 881756
 SUDHA RANI
 LICENCED STAMP VENDOR
 LIC. NO. 15-13-0142017
 H.No.7-3, Beside Andhra Bank,
 Hyderabadkote Village, Gandipati Mandal,
 Ranga Reddy Dist. Cell: No.767695464

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on this, the 04th July 19, at Hyderabad

BY AND BETWEEN

VIRTUSA CONSULTING SERVICES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Sy. No.115, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad-500019, Telangana and represented by its authorized signatory Mr. Vasu Pendyala (hereinafter referred to as 'Virtusa which expression whenever used shall mean and include its successors, administrators and assigns) of the ONE PART;

AND

Widya Jyothi Institute of Technology (Autonomous), declared as an engineering college providing B.Tech. and M.Tech. courses and having its campus at Aziz Nagar Gate, Chilkur Balaji Temple Road, CBIT Post, Hyderabad, Telangana - 500075, represented by its authorized signatory Dr. P.Venugopal Reddy, Director, (Hereinafter referred to as 'Partner' (which expression whenever used shall mean and include its successors, administrators and assigns) of the OTHER PART;

Cont'd...2

Private and confidential - MOU between Virtusa Consulting Services Private Limited and VJIT

SBL

A. Krishna
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 Hyderabad-75.

:: 2 ::

(Virtusa and the Partner are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Virtusa is a global information technology services company and provides IT and business consulting, application support and maintenance, development, systems integration and managed services to its customers.

AND WHEREAS the Partner is a top ranked Pvt. Autonomous Engineering College affiliated to JNTU Hyderabad, NBA Accredited. It offers B.Tech., M.Tech. and MBA full time courses and has evolved a comprehensive student-centric learning approach consisting of several stages, designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills and positive attitudes.

AND WHEREAS the Partner, for the purpose of enriching practical skills and imparting industry relevant course curriculum to students of all engineering disciplines in the field of Information Technology ("IT"), has approached Virtusa with a proposal for forging an industry-institute academic alliance to facilitate and train the Partner's students and faculty on Engineering Automation by utilizing the Virtusa's relevant experience and projects, and by deputing its technicians at the lab of Partner with the object of providing exposure to the Partner's faculty and students to current industrial needs and requirements.

AND WHEREAS Virtusa, with a bonafide and non-commercial intention of educating the students of the Partner and making the students more exposed to the present industrial needs and requirements thereby reducing the cost and time involved in training and making them skill based personnel after graduation, has agreed to the proposal of the Partner

AND WHEREAS this MOU is intended to be legally binding between the Parties and is enforceable in accordance with the applicable laws and regulations.

Accordingly, the Parties have decided to reduce into writing their mutual representations and understanding as stated hereunder:

NOW THIS MOU WITNESSETH AS FOLLOWS:

1. That the Parties on this day have executed this MOU with an intention to enhance the quality of the education for students of the Partner, to train the faculty of the Second Party and also for the purpose of industry institute collaboration between the Parties subject to the following terms and conditions:
 - a. The Partner shall establish a lab with the specified infrastructure requirements of Virtusa and shall use the lab for imparting the course/training. This lab shall be exclusive to the use of the purpose stated under this MOU and will not be used for running other courses of the Partner
 - b. Virtusa shall provide the Partner with the material, software, and access to the Testing library during the term of this MOU and the Partner shall use the materials, software and access to the testing library under the guidance of designated representative of Virtusa and for the purpose specified under this MOU.
 - c. The Partner shall nominate two or three faculty members for undergoing the Trainer certification program at Virtusa office at Hyderabad for two weeks. The faculty, after completion of certification, will be allowed to train certain number of students as agreed upon by the parties in writing from time to time.
 - d. The final year students to be trained shall be pre-selected by Virtusa (hereinafter referred to as the 'Pre-selected Students').
 - e. The course will be imparted for the duration specified by the Virtusa as an additional training program. This program will be run during the pre-final semester of the graduation course being offered by the Partner for the Pre-selected students.
 - f. The Partner shall not charge the Pre-Selected Students any fee for this course. If it is found that the Partner has charged fees for this program from students, Virtusa shall have the rights to terminate this MOU or pursue other remedies available at law against the Partner.

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Private and confidential - MOU between Virtusa Consulting Services Private Limited and VIT

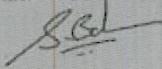
[Handwritten signatures]

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- g. The Partner shall not train any students other than the Pre-selected Students. Virtusa shall have the discretion to make employment offers to any of the Pre-selected Students on completion of their graduation. Virtusa shall not be under obligation under this MOU to recruit any fixed number of Pre-Selected Students. Any of the Pre-selected Students who is not made an offer in the final selection is free to apply to any other company.
 - h. Virtusa shall be provided earlier slot during the campus placements by the Partner prior to IT services hiring, which will be decided based on mutual discussion and agreement.
 - i. Pre-selected Students who undergo this program as part of their pre-final semester will be given an internship opportunity by Virtusa either in its premises or through virtual mode.
2. The MOU shall be valid for three years from the date of execution and the Parties shall be at fully liberty to terminate the MOU for convenience by issuing prior notice of three months. Virtusa shall have the right to terminate this MOU in the event of breach of material obligations including confidentiality obligations by the Partner, by giving a notice of fifteen (15) days, provided that the breach is not remedied by the Partner within such period.
 3. The Parties shall take reasonable steps to ensure the successful performance of the obligations agreed and co-operate with each other in duly performing the obligation agreed upon. The Parties herein have agreed to perform various obligations with service motive and there is no monetary obligation/consideration involved herein between the Parties. However, the Partner shall bear all expenses incurred by Virtusa towards providing infrastructure, network and internet access, other facilities required for the education and training and such other expenses incurred by Virtusa in performing its obligations under this MOU. All expenses incurred by Virtusa in performing its obligations pursuant to this MOU shall be reimbursed by the Partner at the end of every month.
 4. Under no circumstances, shall the Parties be treated as the vendor, employee, contractor, representative and agent of the other.
 5. Any information or documentation received by the Partner during the term of this MOU shall be deemed as 'Confidential Information' under this MOU. The Confidential Information includes, but is not limited to, any information, course material, plans, discussions, strategies or any material provided by Virtusa to the Partner, and Virtusa's technology including discoveries, inventions, research and development efforts, manufacturing processes, hardware/software (regardless of media) design and maintenance tools, and hardware/software product know-how, which may be disclosed by Virtusa to the Partner during the pendency of this MOU. Confidential Information shall also include any information marked "Confidential" or "Proprietary" but does not include any information already in the public domain or such information which was obtained from a third party. The Partner shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with the performance of this MOU. Upon expiration or termination of this MOU, Partner shall cease using all such Confidential Information and it shall either destroy or return all copies of such Confidential Information, in whatever form. The Partner or any of its personnel/ students/ faculty shall not disclose the Confidential Information during the term of this MOU and for a period of 5 years after.
 6. The Parties shall not make unauthorized use of the trade name, trade mark, copyright, patent, symbol, licenses, or designation belonging to the other party without prior approval and permission. In the event, the Partner or any of its personnel/students/faculty breach its confidentiality obligations or infringe the intellectual property of Virtusa, Virtusa shall have the right to pursue appropriate remedies available at law and shall be entitled to equitable relief. In addition, the Partner shall indemnify, defend and hold harmless Virtusa, from and against all claims and all losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to breach of confidentiality obligations, applicable laws and regulations and infringement of intellectual property.

Cont'd...4

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7. Virtusa shall also provide requisite publicity material such as handouts, information brochures and posters, if applicable to the Partner. Upon expiration, termination of this MOU or when requested by Virtusa, the Partner shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Virtusa.
8. Except for collaboration related to Engineering Automation practice, the Partner is not debarred from having collaborations with others. For initiatives which are planned for Engineering Automation domain, the Partner can invite guest speakers with prior approval from Virtusa. Any other event in this domain will be conducted in collaboration with Virtusa.
9. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. However, the terms and the conditions in this MOU shall be kept confidential.
10. The Parties agree that no party shall be held liable for the commission and omission of the other party under this MOU.
11. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
12. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
13. Neither of the parties shall use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.
14. The parties agree to negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and / or modifications to the MOU will require written approval from both parties.
15. The termination of this MOU shall not affect the implementation of the projects or programs established under it prior to such termination. Notwithstanding anything to the contrary, in the event of expiry or early termination of this MOU, Partner shall reimburse all expenses incurred by Virtusa in performing its obligations under this MOU till the effective date of termination.
16. Any dispute arising out of this MOU shall be at the first instance attempted to be settled amicably between the parties. In case the dispute cannot be settled amicably, this MOU is subject to the jurisdiction of Courts at Hyderabad.

IN WRITTEN WHEREOF both parties put their hard seal on the day, month and year stated herein above;

Date	: 04-07-2019	Date	: 04-07-2019
Place	: Hyderabad	Place	: Hyderabad
Name	: <i>Vanu Reddy</i>	Name	: Dr. P.Venugopal Reddy
Company	: Virtusa	College	: VJIT
Signature	: <i>[Signature]</i>	Signature	: <i>[Signature]</i>
In Presence of:	<i>[Signature]</i>	In Presence of:	<i>S. Fresh</i>



[Signature]
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31 December 2015

To
Dr. Harikrishna Kamatham
Professor & Head
Department of E.C.E
Vidya Jyothi Institute of Technology
India

Sub: Approval of Consultancy Request- reg

The Department of ECE, Vidya Jyothi Institute of Technology, Aziz Nagar, Chilkur Road, Hyderabad-75, Telengana, India is approved to perform consultancy work for the company on the title "Development of System Architecture Program for Conversion Automation Services in Network Layer" for the period of three years which starts from the day of sign of Consultancy agreement.

The amount sanctioned for the Expertise consultancy work on the above area is evaluated as a sum of 28.111 Canadian Dollars (twenty eight thousand one hundred and eleven Canadian Dollars) or 14.21 Lakhs INR (fourteen lakhs and twenty one thousand) Indian rupees.

The terms and Agreement are as per the MOU cum consultancy deed.

Wishing success & Growth

Regards

Naveen

Naveen Kishore Babu
CEO, LinkBuffer Studios.

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+7802710707

3302 - 9351 Simpson Drive NW,
Edmonton, Alberta, Canada T6R0N4

www.linkbufferstudios.com

naveen@linkbufferstudios.com

Naveen Kishore Babu
PRINCIPAL

Vidya Jyothi Institute of Technology
Himayatnagar (Vill), C B. Post,
Hyderabad-75.



31 December 2015

To
Dr. Hanikrishna Kamatham
Professor & Head
Department of E.C.E
Vidya Jyothi Institute of Technology
India

Sub: Approval of Consultancy Request- reg

The Department of ECE, Vidya Jyothi Institute of Technology, Aziz Nagar, Chilukur Road, Hyderabad-75, Telengana, India is approved to perform consultancy work for the company on the title "Development of System Architecture Program for Conversion Automation Services in Network Layer" for the period of three years which starts from the day of sign of Consultancy agreement.

The amount sanctioned for the Expertise consultancy work on the above area is evaluated as a sum of 28.111 Canadian Dollars (twenty eight thousand one hundred and eleven Canadian Dollars) or 14.21 Lakhs INR (fourteen lakhs and twenty one thousand) Indian rupees.

The terms and Agreement are as per the MOU cum consultancy deed.

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Akshay S
PRINCIPAL

Vidya Jyothi Institute of Technology
Himayatnagar (Vill), C B. Post,
Hyderabad-75.



MEMORANDUM OF UNDERSTANDING CUM CONSULTANCY AGREEMENT

This Memorandum of Understanding cum Consultancy Agreement is made and entered into this on 1-Jan-2016 by and between Link Buffer Studios with its principal place of business located at 3302-9351, simpon, Dr NW Edmonton, ABT6R0N4, CANADA & Department of E.C.E, Vidya Jyothi Institute of Technology with its principal place located Aziz Nagar, Chilkoor Road , Hyderabad-75, Telangana, India.

WHEREAS, the Company is in the business of Research in Networking and Web Design and Development, SEO/Marketing , Business branding.

WHEREAS, the Consultant has expertise in the area of Expertise Researchers, Resources-Labs with CISCO trained expert faculty and also Lab environment with high end system for providing all resources which are needed by the company.

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- (a) **Engagement.** The Company hereby engages the Consultant to provide and perform the services set forth to Develop a System Architecture Program to perform Conversion Automation Services in Network Layer and the Consultant hereby accepts the engagement.
- (b) **Standard of Services.** All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- (c) **Tools, Instruments and Equipment.** Consultant shall provide Consultant's own-tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) **Representation and Warranty.** Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

- (a) **Commencement.** This Agreement shall commence on the 8 January 2016 and shall remain in effect until the completion of the Services on or before 7 January 2019 or the earlier termination of this Agreement as provided in Article 2 (b) Three years (3 years).
- (b) **Termination.** This Agreement may be terminated by the Company, without cause and without liability, by giving 3 years calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving Three years(3 years)calendar days written notice of such termination to the other Party in the event of a material

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A. Padma
PRINCIPAL

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Himayatnagar (VIII), C B. Post,
Hyderabad-75.



a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Company deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. **Confidential Information**

(a) **Defined.** In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Company's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) Is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) Was in the possession of the Consultant prior to receipt from the Company and was not acquired by the Consultant from the Company under an obligation of confidentiality or non-use,
- (iii) Is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Company, or
- (iv) Is independently developed by the Consultant without use of any Confidential Information of the Company.

(b) **Obligations of Non-Disclosure and Non-Use.** Unless otherwise agreed to in advance and in writing by the Company, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) **Return of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon Company's earlier request, Consultant will deliver to Company all of Company's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

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Vidya Jyothi Institute of Technology
Himayatnagar (Vill), C B. Post,
Hyderabad-75.



6. **Interference with Business**

(a) **Non-Competition**. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Company without obtaining the prior written consent of the Company.

(b) **Non-Solicitation**. Consultant agrees that for a period of one (3) years after termination of this Agreement, Consultant shall not:

(i) divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or

(ii) employ, solicit for employment, or recommend for employment any person employed by the Company, during the Consultancy Period and for a period of one (1) year thereafter.

7. **Insurance**

Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Company, and Company may require Consultant to provide to Company a certificate of insurance evidencing such coverage.

8. **Independent Contractor**

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Company. The Consultant shall have no right to receive any employee benefits provided by the Company to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Company in respect of any obligation that may be imposed on the Company to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Company as its agent or to make commitments on behalf of the Company.

9. **Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.

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A. Jyothi
PRINCIPAL

Vidya Jyothi Institute of Technology
Himayatnagar (VIII), C. B. Post



The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of Three years (3 years) calendar days, either Party shall have the right to terminate this Agreement upon Three years (3 years) calendar days' prior written notice to the other Party.

10. Non-Publicity

Each of Company and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

11. Assignment

The Services to be performed by Consultant hereunder are personal in nature, and Company has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party.

12. Injunctive Relief

Consultant acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the Company for which money damages would be inadequate. Therefore, the Company will be entitled to injunctive relief for Consultant's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of INDIA, without giving effect to any choice of law or conflict of law provisions and venue in the courts of High court in the city of Hyderabad.

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A. Naveen
PRINCIPAL

Vidya Jyothi Institute of Technology
Himayatnagar (Vill), C B. Post.



MEMORANDUM OF UNDERSTANDING CUM CONSULTANCY AGREEMENT

This Memorandum of Understanding cum Consultancy Agreement is made and entered into this on 6-November-2017 by and between LinkBuffer Studios with its principal place of business located at 3302-9351, Simpon, Dr NW Edmonton, AB T6R0N4, CANADA & Department of E.C.E, Vidya Jyothi Institute of Technology with its principal place located Aziz Nagar, C.B post, Hyderabad-75, Telangana, India.

WHEREAS, the Company is in the business of Research in Networking and Web Design and Development, SEO/Marketing, Business branding.

WHEREAS, the Consultant has expertise in the area of Expertise Researchers, Resources-Labs with CISCO trained expert faculty and also Lab environment with high end system for providing all resources which are needed by the company.

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

(a) Engagement. The Company hereby engages the Consultant to provide and perform the services set forth to setup and maintain of Virtual LAN and the Consultant hereby accepts the engagement.

(b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

(a) Commencement. This Agreement shall commence on the 13 November 2017 and shall remain in effect until the completion of the Services on or before 12 November 2020 or the earlier termination of this Agreement as provided in Article 2 (b) Three years(3 years) .

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Himayatnagar (Vill), C B. Post,
Hyderabad-75.



Consultant agrees, at the request and cost of Company, to promptly sign, execute, make and do all such deeds, documents, acts and things as Company may reasonably require or desire to perfect Company's entire right, title, and interest in and to any Work Product. Consultant will not make any use of any of the Work Product in any manner whatsoever without the Company's prior written consent. All Work Product shall be promptly communicated to Company.

(c) **License.** In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and Company is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Company deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. **Confidential Information**

(a) **Defined.** In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Company's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Company and was not acquired by the Consultant from the Company under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Company, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Company.

(b) **Obligations of Non-Disclosure and Non-Use.** Unless otherwise agreed to in advance and in writing by the Company, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing

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A. Prasad

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Himayatnagar (Vill), C B. Post.
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terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) **Return of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon Company's earlier request, Consultant will deliver to Company all of Company's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

6. **Interference with Business**

(a) **Non-Competition.** During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Company without obtaining the prior written consent of the Company.

(b) **Non-Solicitation.** Consultant agrees that for a period of one (3) years after termination of this Agreement, Consultant shall not:

(i) divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or

(ii) employ, solicit for employment, or recommend for employment any person employed by the Company, during the Consultancy Period and for a period of one (1) year thereafter.

7. **Insurance**

Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Company, and Company may require Consultant to provide to Company a certificate of insurance evidencing such coverage.

8. **Independent Contractor**

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Company. The Consultant shall have no right to receive any employee benefits provided by the Company to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Company in respect of any obligation that may be imposed on the Company to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Company as its agent or to make commitments on behalf of the Company.

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Himayatnagar (VIII), C. B. Post,
Hyderabad-75.



9. **Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of Three years(3 years) calendar days, either Party shall have the right to terminate this Agreement upon Three years(3 years) calendar days' prior written notice to the other Party.

10. **Non-Publicity**

Each of Company and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

11. **Assignment**

The Services to be performed by Consultant hereunder are personal in nature, and Company has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party.

12. **Injunctive Relief**

Consultant acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the Company for which money damages would be inadequate. Therefore, the Company will be entitled to injunctive relief for Consultant's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

13. **Governing Law and Dispute Resolution**

A. Kumar
PRINCIPAL

Vidya Jyothi Institute of Technology
Himayatnagar (Vill), C B. Post,
Hyderabad-75.



This Agreement shall be governed by and construed in accordance with the laws of INDIA, without giving effect to any choice of law or conflict of law provisions and venue in the courts of High court in the city of Hyderabad.

14. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

15. Survival of Provisions

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6 (b), 7, 8, 10 and 15 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of

LinkBuffer Studios

By: CEO & Founder

Name: Naveen Kishore Babu

Signed for and on behalf of

Vidya Jyothi Institute of Technology

By: Head of The Department, E.C.E.

Name: Dr. Harikrishna Kamatham

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Hyderabad-75.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this day, the 25th of July, 2016 between:

Vidyaloythi Institute of Technology, Aziz Nagar Gate, C.B Post, Hyderabad, Telangana 500075.
(Hereinafter referred to as 'VJIT' which expression shall include its representatives, successors and assignees) of one part

AND

Eduvance, the educational arm of Vanmat Technologies Pvt. Ltd. having its registered office located at 202 Mary Anne Heights, Santacruz (East), Mumbai 400055, (hereinafter referred to as "Eduvance" which expression shall include its representatives, successors and assignees) of other part.

VJIT and Eduvance are jointly referred to as 'Parties' in this MOU.

WHEREAS: VJIT and EDUVANCE have expressed mutual interest in setting up a "Embedded System Lab" with hardware donated by ARM University Program and Cypress Semiconductors.

In consideration of the mutual obligations herein contained, the parties agree as follows:

OBJECTIVE AND SCOPE OF WORK

EDUVANCE RESPONSIBILITIES

1. Facilitate the donation (specified in annexure 1) of educational material and equipment for the lab to VJIT from companies that Eduvance has a tie-up with namely:
 - a. ARM University Program (AUP)
 - b. Cypress Semiconductors University Alliance (CUA)
2. Provide knowledge sharing on latest technologies and projects with students and faculty of VJIT.
3. Provide access to students and faculty of VJIT to training material that has been created in partnership with companies that Eduvance has a tie-up.

VJIT RESPONSIBILITIES

1. Assign one faculty member as a point of contact to act as a liaison with Eduvance for coordination of Eduvance's responsibilities.
2. Provide lab space for the use of the donated equipment matching one personal computer to one piece of equipment donated. This lab space can be an already existing lab used for other purposes.


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Himayatnagar (Vill), C B. Post,
Hyderabad-75.

3. VIIT would put up a name board/placard (design provided by Eduvance) named as "Embedded SystemsLab" carrying the logos of ARM University Program, Cypress Semiconductors, Eduvance that has facilitated the donation. VIIT would put up the placard and posters within two weeks of receiving the donation and inform Eduvance.
4. VIIT will make compulsory for its students the download of a free learning application created by Eduvance and ask its students to complete the free online courses based on the learning plan provided by Eduvance.
5. VIIT will send Eduvance one report per semester on the lab activities that have been performed based on the hardware donated.
6. VIIT would acknowledge AUP/CUA/Eduvance in any of the research publications/projects that would arise from the establishment of this.
7. VIIT will provide with accommodation and travel expenses for any of the AUP/CUA/Eduvance personnel that would visit the college for any of the lab activities.

ADDITIONAL POINTS

- The kit donation facilitated by Eduvance is on a non-replacement basis.
- VIIT cannot use the name/logo of Cypress Semiconductors, Cypress University Alliance, ARM University Program on their website or on any event publicity for any other scenario other than regarding the donation of the equipment.

VALIDITY

4. This MOU is valid for one year from the date of signing of this MOU. Thereafter the MOU may be renewed for such term and on conditions as may be agreed between the Parties.

NO ASSIGNMENT

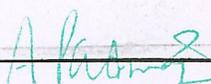
5. Neither party without the written consent of the other may assign either the benefit or the burden of this MOU to anybody.

TERMINATION

6. Either party may terminate the MOU for cogent and logical reasons, by giving to the other party 30 days' notice in writing.

Contact Us: contact@eduvance.in

Website:- www.eduvance.in
Page 2 of 4


PRINCIPAL
Vidya Jyothi Institute of Technology
Himayatnagar (VIII), C B. Post.
Hyderabad-75.

NOTICES

7. Notices would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is faxed to either of the parties by the other party to the following addresses.

CEO, Eduvance
Vainmat Technologies Pvt. Ltd.
A 202 Mary Anne Heights,
3rd Golibar Road,
Santacruz (East), Mumbai 400055
Ph.No.: +91-9820749235

Director
Vidya Jyothi Institute of Technology
Aziz Nagar Gate, C.B Post,
Hyderabad,
Telangana - 500075
Ph.No.: + 91-9490012321

ENTIRE AGREEMENT

8. This document represents the entire agreement between the Parties regarding the subject matter of this MOU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

LEGAL EFFECT

9. This document is not intended to impose any legal obligation whatsoever on either party (whether based in contract, tort or under statutory law). The parties do not intend to be bound by any agreement until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent with this paragraph. This paragraph supersedes all other conflicting language.

SIGNATURES

10. This MOU will come into effect on the day date of signature of the representative of both parties as given :

For VJIT :

Signature:

Name:
Title:
Date:



Dr. P. Venugopal Reddy
Director

22/08/2016



For Eduvance

Signature:

Name:
Title:
Date:



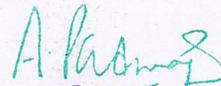
Dr. Jonathan Joshi
C.E.O, Eduvance

25/07/2016


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Vidya Jyothi Institute of Technology
Himayatnagar (Vill), C B. Post.
Hyderabad-75.

ANNEXURE 1

1. 8 SoC development Kits, free of cost, containing the following
 - a. Two Cypress PSoC 4 042 Pioneer Development Boards (ARM Cortex M0)
 - b. Two Cypress PSoC 4 042 M Series Pioneer Development Boards (ARM Cortex M0)
 - c. Two PSoC 4 Bluetooth Low Energy Pioneer Development Board (ARM Cortex M0)
 - d. Two Freescale FRDM-KL25Z development boards (ARM Cortex M0+)


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MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN
NI SYSTEMS (INDIA) PVT LTD, BANGALORE
&
ANURAG GROUP OF INSTITUTIONS, HYDERABAD

This MoU Regarding LabVIEW Academy Program ("MoU") is made by and between ANURAG GROUP OF INSTITUTIONS [Vidya Jyothi Institute of Technology, Hyderabad & CVSR College of Engineering, Hyderabad] having the campuses at Hyderabad, Telangana represented by its Chairman **Dr. P. Rajeshwar Reddy**, ("Institution") and NI Systems (India) Pvt. Ltd. ("NI"), a company incorporated under the Companies Act, 1956 of India, having its registered office at 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore 560 037 represented by **Mr. Solaikutty Dhanabal**, Academic Program Manager, effective as of 25th July, 2016 (the "Effective Date").

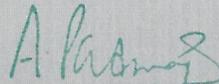
1. Institution, Courses Institution warrants and represents that it is a degree-granting educational institution. During the Term (as defined below), Institution agrees to offer and conduct courses for academic purposes at Institution's facilities, in a professional manner, teaching the use of the NI LabVIEW software, which courses must not be for commercial, corporate or "customer" training purposes and must (a) be taught by an instructor who is then currently a Certified LabVIEW Associate Developer (the Certified LabVIEW Associate Developer certificate needs to be updated every two years) who regularly teaches degree-fulfilling or continuing education courses to students enrolled in or taking continuing education courses at Institution ("Instructor"); (b) include at least 30 hours of instruction specifically directed to the use of the LabVIEW software; (c) be provided in accordance with a course syllabus reviewed and approved by NI, and (d) otherwise meet requirements provided or made available by NI to Institution from time to time (the "Courses"). Institution shall ensure no courses offered or provided are taught or introduced at the Institution which directly competes against the Courses.

2. Materials. Institution agrees to set up a NI LabVIEW Academy in field of Virtual Instrumentation, (hereinafter referred to as ACADEMY). NI agrees to provide to Institution the "Instructional Materials" identified on Exhibit A (the "Materials") solely for the purpose of Institution's teaching the Courses at ACADEMY and under the below conditions:

2.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to (a) use the Materials for the sole purpose of teaching the Courses, (b) provide the Materials only to those students enrolled (or taking continuing education classes) at Institution and who are taking the Courses ("Students"), except that Institution may not to provide to any Students, or to any persons or entities other than Instructors, any Materials which are designated on Exhibit A as "Instructor Use Only", and (c) make a reasonable number of copies of only those Materials which are identified on Exhibit A as "Copying Permitted for Course Use", but only as necessary for the purpose set forth in this Subsection 2.1.

2.2. Institution hereby agrees not to itself, and not to encourage or assist Students or others to, (a) copy or reproduce any Materials except as expressly permitted in Subsection 2.1, (b) transfer, disseminate or distribute any Materials to any third-party, except Students to the extent expressly permitted in Subsection 2.1, or (c) use any Materials for any purpose other than the Courses. On any termination or expiration of this MoU, if NI requests, Institution shall, at Institution's sole cost and expense, return to NI all Materials identified on Exhibit A as "Instructor Use Only".

3. Required Software Products Not Included. Institution agrees to obtain from NI, at Institution's sole cost and expense, the necessary Academic Teaching Licenses (as described in the applicable National Instruments Software License MoU, available at http://www.ni.com/pdf/legal/us/software_license_agreement.pdf) to use the LabVIEW software in conducting the Courses; and to obtain from NI, or cause each of the Students to so obtain, at their sole cost and expense, the necessary Student Edition Licenses (as described in the applicable National Instruments Software License MoU) to use the LabVIEW software in the Courses. Institution agrees to comply with, and to cause the Students to comply with, such licenses, including without limitation ensuring that the licensed software is not used for any research, commercial, industrial, or other purpose prohibited by the applicable National Instruments Software License MoU. Except as may be expressly modified by this MoU, the terms and conditions of the


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Hyderabad-75.

applicable National Instruments Software License MoUs govern Institution's, and the Instructors' and Students', uses of the LabVIEW software as related to the LabVIEW Academy Program and the Course.

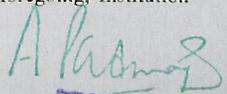
4. Required Textbooks and Equipment Not Included. Institution further agrees to obtain and provide, at Institution's sole cost and expense, or to cause each of the Students to so obtain, at their sole cost and expense, textbooks acceptable to NI for use in the Course, as well as any hardware and software as required for the Course, and other appropriate National Instruments equipment approved by NI. Such textbooks, hardware, software and National Instruments equipment approved by NI must be obtained separately and are subject to separate charges.

5. Name, Logo, and Trademarks.

5.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to display the "LabVIEW Academy" Logo identified on Exhibit B hereto, the "LabVIEW Academy" name, any and all trademarks of NI therein, including without limitation, "LabVIEW", "National Instruments", and the "LabVIEW" logo design, only as part of, and as each appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be (such trademarks being referred to as the "Marks"), solely in connection with providing, selling, promoting and advertising the Courses, solely on web site displays, printed literature, and other materials acceptable to NI and which are of an acceptable level of quality determined by NI in NI's sole discretion, and solely in accordance with Exhibit B hereto and any and all other guidelines and instructions provided or made available by NI to Institution from time to time. In no event may Institution display or use any Mark except as part of, and as it appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be.

5.2. With a view to ensuring the maintenance of an acceptable level of quality of the web site displays, printed literature, and other materials, and the Courses, on or in connection with which the "LabVIEW Academy" Logo and/or "LabVIEW Academy" name are displayed, Institution shall submit, at no charge, representative specimens of such materials and Course-related materials to NI for review, as may be requested by NI from time to time, and to permit NI representatives to attend Course sessions at no charge to such extent as may be reasonable for such purpose. Institution agrees to comply with Exhibit B hereto and any and all other requirements, guidelines and instructions provided or made available by NI to Institution from time to time, in each instance of Institution's display of the "LabVIEW Academy" Logo or "LabVIEW Academy" name.

5.3. Goodwill generated by any use by Institution of the "LabVIEW Academy" Logo or the "LabVIEW Academy" name and the Marks, inures solely to the benefit of NI, and no use thereof shall give Institution any right, title or interest in any of such logos, names, or Marks. Upon notice by NI, or in any event on any termination or expiration of this MoU, Institution shall immediately cease all display and use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, and all advertising, promotional and sales literature bearing any of such logos, names, or Marks. In the event of a claim of infringement or violation of any intellectual or industrial property right involving the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, Institution agrees to make such modifications to the "LabVIEW Academy" Logo or the "LabVIEW Academy" name, or cease any and all display and use of them, as may be instructed by NI in writing. Institution acknowledges NI's ownership of the Marks and agrees to make no use thereof except as may be expressly permitted by this MoU. At NI's request, Institution agrees to reasonably cooperate with NI, at NI's reasonable expense, in NI's evidencing and protecting NI's rights in the Marks, including without limitation by providing, executing and delivering to NI any reasonably requested documents in furtherance thereof. Institution recognizes and acknowledges the goodwill appurtenant to use and/or ownership of the Marks, the validity of the Marks, NI's rights in the Marks, NI's registrations for the Marks (if any), and the distinctiveness of Marks. Institution agrees to take no action to attack, contest or undercut NI's ownership or the validity of any of the Marks or any applications to register or registrations thereof, or which would tend to destroy or diminish the goodwill in any of the Marks. Without limiting the generality of the foregoing, Institution shall not during the term of this MoU or thereafter:


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- (a) apply to register or maintain any application or registration of any of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, any Mark, or any mark confusingly similar to any Mark, in any jurisdiction, domestic or foreign;
- (b) take any action that may tend to imply or express that Institution is the owner of any Mark or that Licensee has any right, title or interest in ownership or usage in any Mark;
- (c) use or register an internet domain using, containing, or confusingly similar to the "LabVIEW" Academy name, or any Mark;
- (d) misuse any Mark;
- (e) use the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any manner which may diminish the goodwill appurtenant in any Mark, or disparage NI or NI's business or any of NI's products or services;
- (f) use any colorable imitation or variant form of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, not specifically approved in writing by NI;
- (g) alter or deface the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any way except as may be instructed in writing by NI; or
- (h) use, in connection with the manufacture, sale, distribution, or promotion of any products or services (except display of the "LabVIEW Academy" Logo and the "LabVIEW Academy" name in connection with the Courses to the extent expressly permitted in this MoU) the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, or any mark or name confusingly similar to any of them.

5.4. Institution may not take any action against a third party in relation to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, without NI's prior written consent. NI undertakes no obligation to register or apply to register, or to maintain any registrations of, the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any jurisdiction. Institution will, immediately upon becoming aware, give full written particulars to NI of (a) any allegation that the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark infringes the rights of any third party, or (b) any unauthorized use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark by a third party. Institution will not make any allegation, admission, settlement, or comment in respect of any such matter without the prior written consent of NI. Unless specifically and expressly waived in accordance with Section 15, NI will have sole right to control the prosecution, defense and any settlement of any claim, dispute or proceedings related to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark, including but not limited to NI's sole discretion regarding whether to implement any action and whether or not to bring or defend, or settle or attempt to settle, any claim, dispute or proceeding.

6. No Other Licenses. Institution acknowledges that all intellectual and industrial property rights, including but not limited to any copyrights and trademarks, which relate to the Materials, belong to and are retained by NI or NI's subsidiaries, as applicable. No rights, licenses or permissions, express, implied or by estoppel, are granted by NI except for the limited licenses expressly set forth in this MoU. All rights not expressly permitted to Institution in this MoU are reserved to NI.

7. Warranty Disclaimer. INSTITUTION ACKNOWLEDGES AND AGREES THAT THE LICENSES, MATERIALS AND INFORMATION PROVIDED BY NI ARE AND WILL BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO SUCH LICENSES, MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM USAGE OF TRADE OR COURSE OF DEALING; ANY AND ALL OF WHICH IMPLIED AND STATUTORY WARRANTIES ARE HEREBY DISCLAIMED, TO THE FULL EXTENT PERMITTED BY LAW.

8. Term and Termination.

8.1. Term. This MoU shall commence on the Effective Date and continue for twenty-four (24) months unless terminated earlier. Either party may notify the other party in writing of early termination of this MoU by a prior notice of not less than three months prior to the effect of such termination.

8.2 Termination. Notwithstanding Section 8.1, if, during this MoU, including renewal terms, either party breaches this MoU, the other party may terminate this MoU upon notice to such party if such breach has not been cured to the reasonable satisfaction of the other party within thirty (30) days following written notice of the breach. This MoU shall terminate immediately and automatically if the Institution suspends operations, is or becomes the subject any bankruptcy or similar proceeding, makes an assignment for the benefit of creditors, or is adjudicated bankrupt or insolvent.

8.3 Effect. The following sections and subsections shall survive any termination or expiration of this MoU: 2.2, 5.3, 5.4, 6, 7, 8.3, 9, 10, 11, 12, 13, 14 and 15.

9. INDEMNITY; LIMITED LIABILITY.

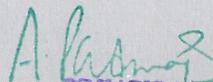
9.1 Indemnity By Institution. Institution shall indemnify, defend and hold NI harmless for (a) any damage, expense (including reasonable attorneys' fees), loss, or injury (collectively, "Losses") arising from or in connection with any failure to comply with any of the provisions of Section 5 or any of its subsections; and (b) Losses claimed or sustained by Institution, a Student or other third-party relating to or arising from any Courses or any activities related thereto; however the same may be caused, including without limitation wholly or partially by the fault, negligence or strict liability of NI or others; provided that NI promptly notifies Institution of such claim, and provides Institution with the authority, assistance, and information Institution needs to defend or settle such claim. Institution shall not be liable for a settlement made without its prior written consent.

9.2 Indemnity By NI. NI shall indemnify, defend and hold Institution harmless for any claim by a third party that the Materials, as provided by NI, infringe such third party's United States copyrights; provided that such claim does not arise from use of the Materials other than as expressly permitted in this MoU, from any use or combination of the Materials with other materials not provided by NI, or from modification of the Materials not made by NI; and provided that Institution promptly notifies NI of such claim, and provides NI with the authority, assistance, and information NI needs to defend or settle such claim. NI shall not be liable for a settlement made without its prior written consent. This Subsection 9.2 states Institution's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Materials. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY OR REMEDY AGAINST INFRINGEMENT.**

9.3 Liability. **EXCEPT AS PROVIDED IN SUBSECTION 9.2, IN NO EVENT SHALL NI BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY INSTITUTION, OR ANY STUDENT OR OTHER THIRD PARTY, ARISING FROM THIS MOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CAUSED BY THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF NI OR OTHERS. IN NO EVENT SHALL NI'S LIABILITY UNDER THIS MOU EXCEED, IN THE AGGREGATE, THE AMOUNT OF US\$1,000 (ONE THOUSAND U.S. DOLLARS).**

10. Independent Contractors; Freedom of Action. Institution and NI are independent contractors to one another and nothing herein shall be deemed to create an agency, partnership, joint venture, franchise or employment relationship between NI and Institution or its personnel, and neither party shall represent to the contrary, either expressly, implicitly, by appearance or otherwise. Institution acknowledges, represents, and agrees that it has not paid, and will not pay, any fee to enter into this MoU. The licenses, rights and permissions granted to Institution under this MoU are nonexclusive. NI may provide identical or similar licenses to others. Further, NI may itself, or with others, (including without limitation other educational institutions), provide, deliver and/or teach courses that are the same as, or similar to, the Courses, or engage in other activities described in this MoU.

11. Assignment. Each party understands and acknowledges that this MoU is personal to the parties and accordingly, except for NI's right to assign this MoU to a related entity, neither party may assign this MoU (in whole or part)


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Himayatnagar (VIII), C. B. Post.

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9.2 Indemnity By NI. NI shall indemnify, defend and hold Institution harmless for any claim by a third party that the Materials, as provided by NI, infringe such third party's United States copyrights; provided that such claim does not arise from use of the Materials other than as expressly permitted in this MoU, from any use or combination of the Materials with other materials not provided by NI, or from modification of the Materials not made by NI, and provided that Institution promptly notifies NI of such claim, and provides NI with the authority, assistance, and information NI needs to defend or settle such claim. NI shall not be liable for a settlement made without its prior written consent. This Subsection 9.2 states Institution's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Materials. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY OR REMEDY AGAINST INFRINGEMENT.**

9.3 Liability. **EXCEPT AS PROVIDED IN SUBSECTION 9.2, IN NO EVENT SHALL NI BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY INSTITUTION, OR ANY STUDENT OR OTHER THIRD PARTY, ARISING FROM THIS MOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CAUSED BY THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF NI OR OTHERS. IN NO EVENT SHALL NI'S LIABILITY UNDER THIS MOU EXCEED, IN THE AGGREGATE, THE AMOUNT OF US\$1,000 (ONE THOUSAND U.S. DOLLARS).**

10. Independent Contractors; Freedom of Action. Institution and NI are independent contractors to one another and nothing herein shall be deemed to create an agency, partnership, joint venture, franchise or employment relationship between NI and Institution or its personnel, and neither party shall represent to the contrary, either expressly, implicitly, by appearance or otherwise. Institution acknowledges, represents, and agrees that it has not paid, and will not pay, any fee to enter into this MoU. The licenses, rights and permissions granted to Institution under this MoU are nonexclusive. NI may provide identical or similar licenses to others. Further, NI may itself, or with others, (including without limitation other educational institutions), provide, deliver and/or teach courses that are the same as, or similar to, the Courses, or engage in other activities described in this MoU.

11. Assignment. Each party understands and acknowledges that this MoU is personal to the parties and accordingly, except for NI's right to assign this MoU to a related entity, neither party may assign this MoU (in whole or part)

without the prior written consent of the other and any attempt to do so shall be void. Institution may not delegate or subcontract any of its obligations under this MoU without NI's prior written consent.

12. Dispute Resolution. This MoU shall be construed under the laws of India. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by a sole arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bangalore and the arbitration proceedings shall take place in the English language. The arbitration award is final and binding upon the parties and the parties undertake to carry out any arbitration award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

13. Notices. All notices which shall be given by either party under the terms of this MoU shall be in writing and be hand delivered, sent by facsimile transmission, overnight delivery, or sent by certified mail, return receipt requested, addressed to the receiving party at the address listed at the first page or to such other persons or addresses as may be designated by a party in writing. Notice shall be effective on the date it is received or receipt is confirmed or, if mailed as described above, no later than ten (10) days after the date of such mailing.

14. Compliance with Laws. Institution agrees to comply with all applicable laws, including without limitation United States export laws and regulations, in Institution's performance of, and exercise of rights under, this MoU.

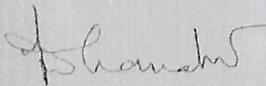
15. Registration. If this MoU is required to be registered with authorities in India, Institution shall complete any such required procedures promptly.

16. Counterparts; Language; Amendment; Construction; Severability; Waiver. This MoU, together with the exhibits attached hereto and referred to herein, embodies the entire understanding between the parties regarding the subject matter hereof and supersedes all prior representations, discussions and communications, whether oral or written. This MoU may be executed in two counterparts, each of which taken together shall constitute one single MoU between the parties. This MoU is solely in the English language. Any translations into any other languages shall be of no effect in interpreting this MoU or otherwise. No amendment, change, alteration, or modification hereof may be made except in a writing signed by both parties. The headings used herein are for convenience only and shall not enter into the interpretation hereof. Each term and condition of this MoU will be construed in such manner to be valid, enforceable and in compliance with applicable law. If any provision of this MoU is deemed or held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such construction will neither impair nor affect the validity or enforceability of any other provisions of this MoU. The failure to insist upon strict compliance with any of the provisions of this MoU shall not be deemed a waiver of any such provision, nor shall any waiver or relinquishment of any right or power hereunder, at any one or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver of any right under this MoU is effective unless made in writing, signed by an authorized representative of the waiving party and dispatched to the benefiting party in accordance with Section 13.

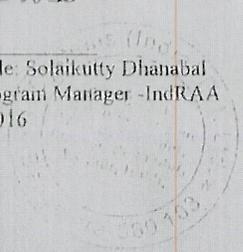
EXECUTED as of the Effective Date set forth above.

NI Systems (India) Pvt. Ltd.

Signature:

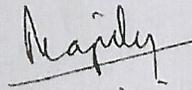


Name and Title: Solaikutty Dhanabal
Academic Program Manager -IndRAA
Date: 25-07-2016



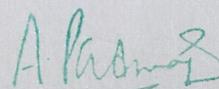
ANURAG GROUP OF INSTITUTIONS, HYDERABAD

Signature:



Name and Title: Dr. P. Rajeshwar Reddy
Chairman
Date: 3/8/16

5


PRINCIPAL

Vidya Jyothi Institute of Technology
Himayatnagar (Vill), C B. Post,
Hyderabad 75.

EXHIBIT A

INSTRUCTIONAL MATERIALS:

- As determined and provided by NI.
- supplemental LabVIEW questions—Copying Permitted for Course Use
- Instructor version of the Student Workbook (PDF)—Instructor Use Only
- Student workbook version (PDF)—Copying Permitted for Course Use]

OBJECTIVES:

Institution agrees to set up the ACADEMY, which is expected to meet the following goals:

- 1) To pursue training activities related to user education and training in areas mutually agreed to by INSTITUTION and NI. Initially the ACADEMY will begin activities in the area of user training in LabVIEW.
- 2) To strengthen the collaboration between INSTITUTION and NI, which may encourage undertaking of teaching projects and INSTITUTION to pursue its objectives of advancement and creation of knowledge through use of the facilities developed under the ACADEMY.
- 3) To organize courses/workshops/seminars every year on various aspects of Algorithm Engineering and Graphical System Design.

COMMITMENTS OF NI:

- 1) NI may provide free of cost technical consultancy (no more than a reasonable period of time solely determined by NI) for establishment of ACADEMY at INSTITUTION.
- 2) NI agrees to provide free training (no more than 5 days) to 5 faculty of the ACADEMY on LabVIEW Fundamentals and further to waive off the first CLAD exam attempt fees of such 5 faculty.
- 3) NI agrees to provide start-up assistance (no more than a reasonable period of time solely determined by NI) at INSTITUTION during installation of NI products at the ACADEMY either directly or through its channel partners.
- 4) Once the ACADEMY qualifies for the criteria required for a LabVIEW Academy, NI agrees to provide 50% discount in CLAD (Certified LabVIEW Associate Developer) exam fee for the students & faculties of ACADEMY who got trained under ACADEMY.
- 5) NI agrees to provide free technical support over phone and e-mail on NI products and their usage for various measurements and control.
- 6) NI may support INSTITUTION in conducting training programs for industry representatives approved by NI.

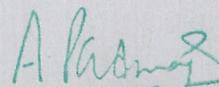
COMMITMENTS OF INSTITUTION:

- 1) INSTITUTION agrees to use this ACADEMY as common facility for the entire campus and there will be Courses conducted for various engineering disciplines.
- 2) INSTITUTION agrees to appoint dedicated CLAD Certified instructor to conduct the Course in the ACADEMY
- 3) INSTITUTION agrees to provide computers and all other necessary infrastructure for the ACADEMY and all will be networked with structured cabling and Ethernet Switch.
- 4) INSTITUTION agrees to offer devoted human resources to impart compulsory or elective level through at least one 3-credit course on Virtual Instrumentation for all disciplines.
- 5) INSTITUTION also agrees to ensure the development of teaching demonstrations, application notes and project work through students and faculty of INSTITUTION using the facilities provided by ACADEMY.

JOINT EFFORTS:

- 1) An official of INSTITUTION to be nominated and appointed by mutual consent of INSTITUTION and NI will coordinate the activities of the ACADEMY.
- 2) Both INSTITUTION and NI shall permit their respective experts to contribute in the teaching/training programs conducted by either organization through mutual consent.

EXHIBIT B


PRINCIPAL

Vidya Jyothi Institute of Technology
Himaynagar (Vill), C B. Post.

Hyderabad-75.

1. LabVIEW Academy Logo:

The "LabVIEW Academy" logo is set out below for identification (the "SAMPLE" watermark is not part of the logo—the artwork for the logo will be made available after execution of this MoU by Institution and NI):



2. Requirements.

In addition to the other requirements of this MoU with respect to the use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, Institution agrees to comply with the guidelines at <http://www.ni.com/legal/trademarks/> and any and all other guidelines that may be provided or made available by NI to Institution from time to time, and to include, in prominent type and font as specified by NI, the following legend in all materials on or in connection with which the "LabVIEW Academy" Logo or the "LabVIEW Academy" name are used:

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25. Sep.2017

Greetings from Lean Technocrats India Pvt. Limited.

Subject: About “Campus to Industry” Training program & request for the consent for attending campus placement.

Dear Ma’am / Sir,

Be it Manufacturing, IT or service - Academics and Industries need to be on same platform and go hand in hand to remove wall of separation between education and work.

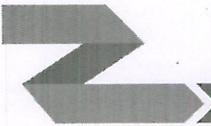
Unlike IT, there are very few learning opportunities available for the manufacturing practices at the campus impacting to build awareness and attract the right talent for the manufacturing sector.

Considering this, **Vidhya Jyothi Institute of Technology (VJIT)**, Hyderabad <http://vjit.ac.in/> and **Lean Technocrats India Private Limited (Lean Techno)** <http://leantechno.in/> joining hands together to set up the “**Center of Excellence**” for **Manufacturing** at their campus.

In this regard, Lean Techno is conducting a certification course “**Campus to Industry**” for the final year Mechanical Engineering students. The objective of the course is to provide the glimpse of the manufacturing world, introduction of the best manufacturing practices and provide simulations based training on the Lean Manufacturing tools. This will help the students to shorten the period of the transformation needed from student to employee. It will also help the organizations to get the industry ready candidates right from the campus.

We will be happy to host you for Final placement process, scheduled to start from Jan / Feb’2018 for the first batch of this program. We will have a pool of committed and enthusiastic students ready to hit the ground running.

Transport from place of origin to Hyderabad & back and stay at one of the best available hotels at Hyderabad for your panel members visiting the Institute for recruitment process will be taken care of.



Lean Technocrats India Private Limited
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Opp: HCU Bus Depot, Serilingampally, Hyderabad - 19.


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The certification course will have following modules for your understanding.

S. No	Program name	Objective
1	Lean Basic part 1	Understanding the principles and identification of seven waste and ECRS methodology
2	Applied 5S	Understanding the principles and spirit of 5S
3	Workmanship Training	Understanding of importance of organization, its profitability, work ethics and sense of belongingness
4	TPM	Overview of Total Productive Maintenance
5	Manufacturing Quality	Comprehensive overview of Quality concepts, various problem solving methodology and related analytical tools.
6	Inventory & Supply Chain	Overview & effectiveness of inventory on supply chain management
7	Value of speed	Understanding principles of Lean Six Sigma, PLT and PCE, VSM
8	Team work & Quality life	Understanding sustenance mechanism of Lean Manufacturing

This industry institute collaboration will help to attract the students towards manufacturing sector and will also help in contributing towards **Make in India** Vision of our nation.

Kindly provide the consent by return email to confirm your attendance for the placement process. Feel free to contact for any further clarifications needed on this program.

Best Regards,

Arun Dakhole

Director – Strategy

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