



Cisco Academy Membership Agreement

Welcome to the Cisco Networking Academy. This agreement governs your Academy's participation in the Cisco Networking Academy.

The Networking Academy Membership Guide for Cisco Academies ("NAMGCA") describes the benefits, roles and responsibilities of Cisco Systems, Inc. or its subsidiary responsible for distribution in the country in which you are located ("Cisco") and your Academy. The NAMGCA forms part of this agreement, and will be made available to your Academy by Cisco. Your Academy should review the NAMGCA carefully before agreeing to participate in the Cisco Networking Academy. By accepting this agreement your Academy agrees to comply with the NAMGCA. As the Cisco Networking Academy evolves, changes to the NAMGCA may be appropriate. Cisco will exercise reasonable efforts to provide advance notice to your Academy of any major changes to the NAMGCA.

Cisco provides all resources, course materials, services, websites or other deliverables "as is", without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMGCA.

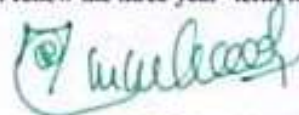
The following provisions (a)-(c) govern your treatment of personal information of Academy and Cisco Networking Academy participants (i.e. employees, students, instructors, administrators, or any other of your Cisco Networking Academy participants) ("Cisco Networking Academy Participants") provided to or otherwise obtained by Cisco from your Academy in connection with the Cisco Networking Academy:

(a) By entering into this agreement, your Academy will ensure that Cisco Networking Academy Participants have given their unambiguous consent, to the processing of their personal information by Cisco: (i) from within and outside of the European Economic Area and those countries deemed to have adequate data protection laws in connection with processing the personal information; and (ii) in accordance with Cisco Networking Academy Privacy Policy, as amended from time to time and located at <http://www.cisco.com/web/siteassets/legal/privacy.html>.

(b) Your Academy agrees to comply with: (i) applicable data protection laws and regulations, including your Academy's obligations as data controller under those laws and regulations; and (ii) Cisco's Networking Academy Privacy Policy located at <http://www.cisco.com/web/siteassets/legal/privacy.html>.

(c) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of your Academy's breach of applicable laws relating to the treatment of personal information including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal information. As a condition to such defense and indemnification, Cisco will provide your Academy with prompt written notice of the claim and permit your Academy to control the defense, settlement, adjustment or compromise of any such claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either your Academy or your Academy's counsel or because your Academy does not assume control, your Academy will bear the expense of such counsel. Cisco shall have no authority to settle any claim on behalf of your Academy.

Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when Cisco executes this agreement. The term shall be automatically renewed for additional twelve (12) month terms unless (i) sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this agreement. Notwithstanding the foregoing, either Cisco or your Academy may terminate this agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Either party may refuse to extend or renew the three year- term for any reason or no reason.

PRINCIPAL



By clicking "Accept", you represent that you are authorized to enter into this agreement (including the NAMGCA) on behalf of your Academy.

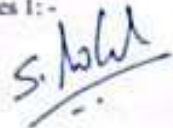
On behalf of the Cisco Networking Academy global community, Welcome! By signing this agreement your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!

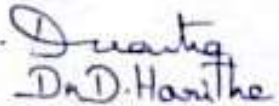
By: 

Name: **Shubhajit Jagadev**
Head, Cisco Academy Support Center & ITC
Associate Director, Trident Group

Date: 04-05-2018

Witnesses 1:-



Witnesses 2:- 

By: 

Name: **Dr. M. Ekambaram Naidu**
Principal
SRK Institute of Technology

Date: 04-05-2018

PRINCIPAL
SRK Institute of Technology
ENIKEPADU, VIJAYAWADA-521 102.



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- (c) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of your Academy's breach of applicable laws relating to the treatment of personal information including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal information. As a condition to such defense and indemnification, Cisco will provide your Academy with prompt written notice of the claim and permit your Academy to control the defense, settlement, adjustment or compromise of any such claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either your Academy or your Academy's counsel or because your Academy does not assume control, your Academy will bear the expense of such counsel. Cisco shall have no authority to settle any claim on behalf of your Academy.

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Cisco Networking Academy: Cisco Academy Membership Agreement


PRINCIPAL

SRK Institute of Technology
ENKEPADU, VIJAYAWADA-521 108.



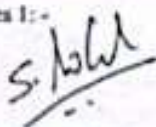
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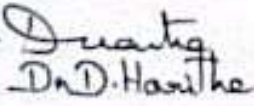
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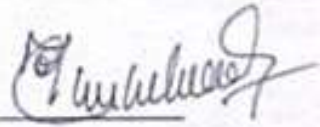
By: 

Name: **Shubhajit Jagadev**
Head, Cisco Academy Support Center & ITC
Associate Director, Trident Group

Date: 04-05-2018

Witnesses 1:- 

Witnesses 2:- 
Dr. D. Haritha

By: 

Name: **Dr. M. Ekambaram Naidu**
Principal
SRK Institute of Technology

Date: 04-05-2018

PRINCIPAL
SRK Institute of Technology
ENKEPADU, VIJAYAWADA-521 108.

EXHIBIT A

NON-BINDING TERMS

1. Scope and Intent

EduSkills and **SRK Institute of Technology** have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

2. Proposed obligations of EduSkills:

- To offer digital content and courses of up to 8 global academy programs to its member institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.

3. Proposed Obligations of SRK Institute of Technology:

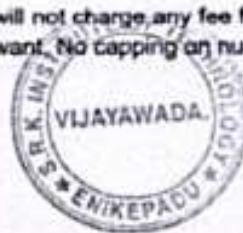
- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership **fee every year**. Following year's membership fee can be incremented on nominal basis, if the need arises. **Agreement to be renewed after 3 years.**
- GoDaddy Academy: Minimum 50 students commitment every year.
- VMware Academy: Yearly subscription fee needs to be paid to VMware directly.
- Institution need to bear the expense for the AWS, GoDaddy & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
 - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
 - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000* + GST
- Year 3: INR 40,000* + GST

* Can be incremented annually on a very nominal basis.

Please Note: This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.





Cisco Academy Membership Agreement

On behalf of the Cisco Networking Academy global community, Welcome! This Cisco Academy Membership Agreement ("Agreement") is entered into by and between Cisco Systems, Inc. and the organization that you represent ("Academy"), supersedes any other agreement by and between the parties relating to the subject matter of this Agreement, and governs the Academy's participation in the Cisco Networking Academy. By accepting this Agreement, your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!

1. **Networking Academy Membership Guide.** The Networking Academy Membership Guide ("NAMG") describes the benefits, roles and responsibilities of Cisco and the Academy. The NAMG forms part of this Agreement and will be made available to the Academy by Cisco. Academy should review the NAMG carefully before agreeing to participate in the Cisco Networking Academy and comply with the NAMG at all times. Cisco will exercise reasonable efforts to provide advance notice to your Academy of any material changes to the NAMG.
2. **Grant of License**
 - (a) **Course Material.** Cisco hereby grants Academy a nonexclusive, nontransferable license to use all educational material, including the web-based instructional courses provided by Cisco as part of the Program ("Curriculum"), lab exercises, instructor guides, simulation tools, and similar material or data made available to Academy by Cisco for use in connection with the Program ("Course Material") solely for the purpose of fulfilling its obligations during the term of this Agreement and otherwise in accordance with the terms and conditions set forth in this Agreement. Academy shall not make any copies, duplicates, or derivative works of Course Material without prior written consent from Cisco. Cisco retains all right, title, ownership and interest in the Course Material and any modifications or improvements, including but not limited to translations and localized versions of Course Material. All licenses not expressly given by Cisco herein are reserved.
 - (b) **Software.** Except as set forth in any separate license, purchase, loan, or donation agreement for any commercially available Cisco hardware, software or other technology ("Products"), Academy's rights and obligations with respect to any and all machine readable (object code) versions of any computer programs made available by Cisco to the Academy, and any copies, updates, or upgrades thereof provided in connection with the Program ("Software") shall at all times be subject to the terms and conditions governing use of the Software, packaged or downloaded with the Software or found at the following URL: [Software and Cloud Services Terms - Cisco](#) ("Software License Agreement").
 - (c) **Product Identification.** Academy shall not remove, conceal, or alter any product identification or proprietary notices appearing on the Course Material or any Products made available in connection with the Program.
 - (d) **No Cost.** Cisco shall provide Academy access to the Course Material at no charge. Academy acknowledges and agrees that Cisco may modify the Course Material at any time in its discretion.
3. **Warranties.** Cisco provides all resources (including all course materials, services, websites or other deliverables) "as is", without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMG. Academy shall not make any warranty, representation, or commitment concerning the Cisco Networking Academy program (the "Program"), whether written or oral, on Cisco's behalf, except as expressly set forth herein.
4. **Data Protection.**
 - (a) The Academy agrees to and shall at all times comply with the NetAcad Data Protection Addendum (a copy of which is located at [Global NetAcad Instance | Networking Academy](#)), the terms of which are hereby incorporated herein by reference and may be modified by Cisco from time to time.
 - (b) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages,

liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of a breach of the Data Protection Addendum.

5. **Term, Termination.** Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when you click "I Agree" below. The term shall be automatically renewed for additional twelve (12) month terms unless sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this Agreement. Notwithstanding the foregoing, either Cisco or the Academy may terminate this Agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Further, this Agreement may be terminated immediately by Cisco, upon written notice, in the event of breach of Section 7 ("Confidentiality") of this Agreement. Either party may also terminate this Agreement immediately by providing written notice, if the other party ceases business operations, or becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets, or an act similar to any of the foregoing occurs under applicable law. Either party may refuse to extend or renew the three-year term for any reason or no reason.
6. **Compliance with Laws.** Academy represents and warrants that all licenses, permissions, authorizations or consents of governmental officials necessary for the Academy to perform hereunder have been obtained, or will be obtained, before Academy participates in the Program or delivers course material to students. Without limiting the foregoing, Academy represents and warrants that its policies for soliciting, collecting, storing, and forwarding of any personal data comply with local laws and regulations. Academy shall not distribute, including forwarding to Cisco, any personal data in violation of any laws or regulations and will immediately notify Cisco of any request from Cisco it reasonably believes to violate such laws or regulations. Academy shall perform under the Program, at its own expense, in compliance with all applicable laws, regulations and ordinances, including, but not limited to, applicable laws or regulations governing export, re-export, and transfer related to the performance of this Agreement.
7. **Confidentiality.** Academy shall not disclose (i) the terms and conditions of this Agreement; (ii) information clearly marked as "Confidential," "Proprietary" or a similar legend if disclosed in writing (or other tangible form); (iii) information clearly identified as confidential, proprietary or the like at the time of disclosure if disclosed orally; or (iv) information Academy knows or reasonably should know is confidential, proprietary or a trade secret of Cisco ("Confidential Information") to any third party or use Confidential Information for any purpose except as necessary to perform in accordance with this Agreement or as otherwise approved by Cisco in writing. Academy shall have no obligation to protect as confidential any information which (a) was legally in its possession or known to Academy without any obligation of confidentiality prior to receiving it from Cisco; (b) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (c) is legally obtained by Academy from a third party source without any obligation of confidentiality; or (d) is developed by or for Academy without use of the Confidential Information and such independent development can be documented. Academy may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that Academy provides to Cisco: (i) prior written notice of such obligation; and (ii) the opportunity to oppose such disclosure or obtain a protective order.
8. **Limitation of Liability.** EXCEPT AS PROHIBITED BY APPLICABLE LAW, ALL LIABILITY OF CISCO OR ITS SUPPLIERS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. IN ALL SITUATIONS INVOLVING CLAIMS ASSOCIATED WITH THE COURSE MATERIAL, ACADEMY'S SOLE AND EXCLUSIVE REMEDY IS THE CORRECTION OR REPLACEMENT OF THE COURSE MATERIAL BY CISCO, AT CISCO'S SOLE DISCRETION. IN NO EVENT SHALL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST OR DAMAGED DATA, LOSS OF USE, OR INTERRUPTION OF BUSINESS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PROGRAM OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CISCO WILL NOT BE LIABLE TO ACADEMY BASED ON ANY THIRD PARTY CLAIM. Nothing in this Agreement shall limit or exclude Cisco's liability for the tort of deceit, for personal injury or death caused by its negligence or for any other liability to the extent that it cannot be excluded or limited under applicable.
9. **General Provisions.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, wars, fires, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. This Agreement shall be governed by the laws of the State of California, United States of America, without giving effect to principles of conflicts of laws. The Parties disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Cisco may change this Agreement, including the NAMG and the NetAcad Data Protection Addendum, by providing you with notice of any such changes. If any changes are material, Cisco will provide you with advance notice of such changes. If you do not accept such changes you may terminate this Agreement with immediate effect by notice to Cisco.

Cisco may provide local language translations of this Cisco Academy Membership Agreement in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this Cisco Academy Membership Agreement will prevail.

By clicking "I Agree", you represent that you are authorized to enter into this Agreement (including the NAMG) on behalf of the Academy.

Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV
Amsterdam, The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco website at www.cisco.com/go/offices.

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MEMORANDUM OF UNDERSTANDING

BETWEEN



EduSkills Foundation ("EduSkills")

AND



SRK Institute of Technology

FOR EDUSKILLS MEMBERSHIP PROGRAM

This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and other party will be referred as 'Second party'.

The Parties have been discussing a proposed collaboration in the area of "Skill Development, IT Education and Workforce Development Programs" ("Collaboration Areas").

Now the Parties agree as follows:

A. NON-BINDING TERMS.

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this MOU is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

B. BINDING TERMS

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

1. Confidentiality

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction

The obligations of confidentiality set forth herein shall not apply to information which:

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.







The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or **thirty six (36) months** from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

7. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU, including the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.







9. **Amendment**

This MOU may be amended at any time by the mutual written assent of the Parties.

10. **Severability.**

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this **MOU** by persons duly authorized as of the date and year first above written.

Signed for and on behalf of EduSkills Foundation	Signed for and on behalf of SRK Institute of Technology
By:  Authorized Signatory	By:  Authorized Signatory
Shubhajit Jagadev Name	Dr. M. Ekambaram Naidu PRINCIPAL SRK Institute of Technology ENIKEPADU, VIJAYAWADA-521108 Name
Executive Director Designation	Principal Designation
Date 17 th June 2020	Date 17 th June 2020
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India Email: info@eduskillsfoundation.org	Address for communication: SRK Institute of Technology, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108 Email: principalsrk@gmail.com



EXHIBIT A

NON-BINDING TERMS

1. Scope and Intent

EduSkills and SRK Institute of Technology have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

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- To offer digital content and courses of up to 8 global academy programs to its member institution.
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- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.

3. Proposed Obligations of **SRK Institute of Technology**:

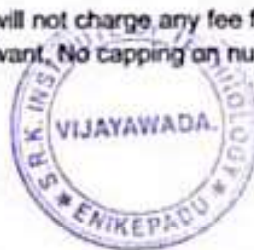
- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership **fee every year**. Following year's membership fee can be incremented on nominal basis, if the need arises. **Agreement to be renewed after 3 years**.
- GoDaddy Academy: Minimum 50 students commitment every year.
- VMware Academy: Yearly subscription fee needs to be paid to VMware directly.
- Institution need to bear the expense for the AWS, GoDaddy & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
 - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
 - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

4. Annual Membership Fee

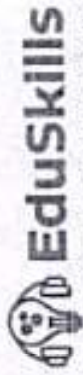
- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000* + GST
- Year 3: INR 40,000* + GST

* Can be incremented annually on a very nominal basis.

Please Note: This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.



A handwritten signature in green ink, appearing to be 'S. Srinivas'.



EduSkills

Nation Building Through Skills

An ISO 9001 : 2015 Certified Organisation

Certificate of Membership

This is to certify that

SRK Institute of Technology

Andhra Pradesh

is an institutional member

of EduSkills Foundation

Shreed

Director, EduSkills

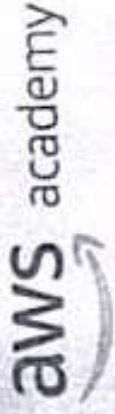
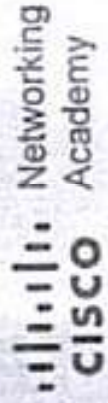


www.eduskillsfoundation.com



SRK Institute of Technology
Andhra Pradesh

is proud member of **EduSkills**
to get associated with
Global Academy Programs



PALO ALTO NETWORKS CYBERSECURITY ACADEMY

THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

SRK Institute of Technology

has successfully completed all requirements to become
a Palo Alto Networks® Cybersecurity Academy.



Nikesh Arora
Chairman and CEO
Palo Alto Networks

Oct 2, 2020

Certification Date

1059

Certification Number



CYBERSECURITY
ACADEMY

blueprism | University

Blue Prism is proud to recognize our partner

SRK Institute of Technology

Vijayawada

for meeting all the program requirements to set up

BLUE PRISM ACADEMIA PROGRAM in the field of Robotic Process Automation

Date: 17/06/20

Signature:



MUTUAL NONDISCLOSURE AGREEMENT

This agreement is entered into by Blue Prism India Private Ltd and the other party listed below, as of the date of the later signature below ("Effective Date"), in order to evaluate and possibly enter into a business transaction between the parties or their affiliates (the "Purpose"). The parties are entering into this agreement so that each of the parties and their affiliates (each, when disclosing, "Discloser") may disclose to the other party and to their affiliates (each, when receiving, "Recipient") information related to the proposed business transaction that Discloser considers confidential, that is marked as confidential or which Recipient should know is confidential based on the way it was disclosed or the subject matter of the information (the "Confidential Information"). An "affiliate" is any legal entity either party owns, that owns such party or that is under common control with such party. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

1. **No Obligation or License; Disclaimer of Warranty.** This agreement does not (a) impose on either party any obligation to enter into any business relationship or proceed with any business transaction; (b) grant any right or license to the intellectual property rights of the other party, except the limited rights granted in this agreement as necessary to use the Confidential Information for the Purpose; or (c) create, and each party hereby disclaims, all express and implied warranties for its Confidential Information, including but not limited to implied warranties of fitness for a particular purpose, and merchantability, and all implied representations and warranties provided by statute or common law.

2. **Use, Protection and Disclosure of Confidential Information.** Recipient may use Confidential Information only for the Purpose. Recipient shall use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information, solely as needed for the Purpose, with its representatives who need to know it and only if they have agreed with either party in writing to protect the confidentiality of the Confidential Information. A "representative" is an employee, contractor, advisor or consultant of either party or of its respective affiliates. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice. If there is an unauthorized disclosure of Confidential Information, Recipient shall notify Discloser in writing as soon as it becomes aware of such disclosure and provide reasonable assistance to Discloser to minimize any damages caused by such disclosure.

3. **Information That is Not Confidential Information.** Confidential information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient.

4. **Term and Termination.** This agreement will have a term of three (3) years from the Effective Date and either party may sooner terminate this agreement on 30 days' prior written notice. Section 2 of this agreement will survive any expiration or termination of this agreement as to Confidential Information that is disclosed before termination or expiration and for a period of two (2) years thereafter. Upon expiration or earlier termination, Recipient shall return or destroy all Confidential Information of Discloser (at Discloser's option) and certify in writing that it has done so. Notwithstanding anything to the contrary herein, protection of trade secrets, including, but not limited to, technical information about a Discloser's current products and services and all information about possible unreleased products or services shall never expire.

5. **Governing Law and Venue.** This agreement is governed by the laws of Singapore, and the exclusive venue for disputes shall be the courts of Singapore.

6. **Modification and Interpretation.** This agreement may only be modified in a writing signed by both parties. If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions will remain in effect and enforceable without the invalid or unenforceable provision.

7. **Integration.** This agreement is the entire agreement between the parties relating to the Purpose and supersedes all prior or contemporaneous agreements between the parties relating to the Purpose.

8. **Assignment.** Neither party may assign this agreement without the other party's written consent, except that consent is not required if the assignment is to an affiliate of the assigning party. This Agreement will inure to the benefit of and be binding upon any authorized successors and assigns.

9. **Counterparts.** This agreement may be signed in counterparts and may be agreed to and exchanged electronically.

10. **Notices.** Any notices required under this agreement must be sent to the address below and must be in writing and refer to this agreement. Notices may be delivered by courier, by registered mail with a return receipt, by reputable overnight delivery service with delivery confirmation, or by email. Notices will be deemed given when received if sent by courier or overnight service, 5 days after deposited in the mail if sent by registered mail, and in the case of email, when such email is sent, unless a mail non-delivery notification has been received by the sender.



Dear Dr. M EKAMBARAM NAIDU,

Welcome to AWS Academy!

This letter confirms that SRK INSTITUTE OF TECHNOLOGY has been accepted into the AWS Academy program with Amazon Internet Services Private Limited ("AISPL") and is authorized to administer and deliver the AWS Academy **Cloud Computing Architecture** curriculum from the locations listed below. To add more locations, you'll need written approval from us.

Institutions accepted into AWS Academy also agree to the rules and polices described in the AWS Academy Terms & Conditions and Program Guide, which you should have already received. These include:

- AWS Academy curriculum may only be delivered by AWS-accredited instructors
- Institutions must have a minimum of two AWS-accredited instructors for each AWS Academy-authorized curriculum
- Deliver each AWS Academy authorized curriculum in its entirety
- Deliver AWS Academy curriculum over a minimum period of 6 weeks

Approved locations for the program:

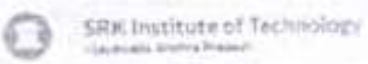
Main Campus
Enikapadu VIJAYAWADA
VIJAYAWADA, Andhra Pradesh 521108
India

To login to the AWS Academy portal, go to <https://www.awsacademy.com/login>.

We look forward to your participation and wish your institution, educators, and students success in their AWS cloud computing journey with Amazon Internet Services Private Limited.

Sincerely,
The AWS Academy Team (Amazon Internet Services Private Ltd)

Amazon Internet Services Private Ltd. is a subsidiary of Amazon.com, Inc. Amazon.com is a registered trademark of Amazon.com, Inc. This message was produced and distributed by Amazon Internet Services Private Ltd., Ground Floor, Eros Corporate Towers, Nehru Place, New Delhi - 110 019, India



aws academy | Quick Start Course Registration is Open until 15 September
Click here to view details on our AWS Quick Start course

Welcome to SRM Institute of Technology
View our AWS Quick Start Course Registration details

Course	Duration	Fee
Introduction to AWS	1 hour	Free
Getting started with AWS	1 hour	Free
Getting started with AWS IAM	1 hour	Free
Getting started with AWS S3	1 hour	Free

View all courses



CLOUD AND AUTOMATION ACADEMY AGREEMENT

This Juniper Networks Cloud and Automation Academy Agreement ("**Agreement**") is entered into between Juniper (as defined in section 14.19 below) and the party identified in the Company Particulars below ("**JNCAAM**") (each individually, a "**Party**", and collectively, the "**Parties**"). This Agreement shall be effective as of date last signed by a party below ("**Effective Date**").

Company Particulars	
Company Name	SRK Institute of Technology
Company Address	3, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108
Company Contact and Email Address:	Dr D. Haritha, harithadasari@srkit.in, 9440618096

The Parties agree as follows:

1. **Scope.** This Agreement sets forth the terms and conditions for membership in the JNCAA program.
2. **Appointment of JNCAAM**
 - 2.1. **Membership Appointment.** Subject to the terms and conditions of this Agreement, Juniper hereby appoints JNCAAM as a member in the JNCAA program. Juniper will provide JNCAAM access to the Course Materials and Authorized Courses through the JNCAA Website and Junos Learning Portal. Access to Juniper's hosted lab facilities is limited and must be reserved through the Program Manager in advance. If JNCAAM chooses to teach its students, JNCAAM may gain broader access to the Juniper Networks Education Services training materials, including lab topologies and configurations, instructor notes, and train the trainer videos. JNCAAM students may earn Juniper professional certification at no cost, by earning a voucher through a pre-test at the end of each Authorized Course. At Juniper's sole discretion, membership status, requirements, guidelines, and restrictions are subject to change at any time.
 - 2.2. **Non-exclusive Appointment.** Any appointment of JNCAAM under this Agreement is non-exclusive.
3. **Term.** This Agreement shall commence on the Effective Date and will have an initial term until the June 30th immediately following the Effective Date ("**Initial Term**"). After the Initial Term, on July 1st of each subsequent year, this Agreement shall automatically renew for successive one-year terms ("**Renewal Term**") (collectively, the "**Term**"); unless, however, before this Agreement automatically renews, either party gives no less than ninety (90) days written notice to the other party, that the Agreement will terminate at end of the then-current term.
4. **No Membership Fee; Indirect Purchasing.**
 - 4.1. **No Membership Fee.** Membership in the JNCAA program is on a no-fee basis and no direct payments to Juniper are due under this Agreement.
 - 4.2. **Indirect Purchasing.** JNCAAM may purchase Juniper hardware, software, services, and cloud services (collectively, "**Lab Equipment**") through an Authorized Reseller. To the extent permitted by law, Juniper will use commercially reasonable efforts to work with its Authorized Resellers to ensure that such Authorized Resellers extend to JNCAAM the minimum discounts for hardware and software off of Juniper's then-current Master Price List as set forth on the JNCAA Website. JNCAAM shall negotiate all commercial transactional terms and conditions of indirect purchases with the Authorized Reseller, including, but not limited to, payment, ordering, cancellations and rescheduling, delivery, and taxes. JNCAAM acknowledges that Juniper will not be a party to any contract or other arrangement between an Authorized Reseller and JNCAAM.
5. **Membership Obligations, Requirements, and Restrictions**
 - 5.1. **Membership Obligations.** In order to maintain membership status and continued participation in the JNCAA program, JNCAAM must comply with the terms and conditions in this Agreement and all Online Policies, Guidelines and Procedures. All Authorized Courses are subject to the terms and conditions on the Junos Learning Portal. JNCAAM must regularly check the JNCAA Website for announcements, instructions, and directions to perform its obligations under this Agreement.
 - 5.2. **Lab Equipment.** Should JNCAAM purchase Juniper Lab Equipment, JNCAAM may only use such Lab Equipment for the purpose of providing instruction to students and teaching students pursuant to terms of this Agreement and not for any other purpose whatsoever. JNCAAM's failure to comply with this Section 5.2 shall be deemed a material breach of this Agreement

- 8.1.4. Upon completion of any Derivative Materials, JNCAAM shall promptly deliver to Juniper a sample copy of such materials; provided, however, that JNCAAM may do so without infringing any third party rights; otherwise, it shall not make such delivery, but shall instead promptly identify such third parties and their rights with prior written notice to Juniper.
- 8.1.5. All software furnished by Juniper under this Agreement will remain the sole and exclusive property of Juniper, or, as the case may be, its third party licensors, and shall be subject to the terms and conditions of Juniper's software license agreement.
- 8.1.6. Anti Piracy. JNCAAM shall not engage in the manufacture, use, distribution, supply, marketing, or promotion of any counterfeit, pirated, or illegal Juniper products, including, but not limited to, software or Course Materials, and if suspected or accused of being involved in such activities, will assist Juniper as reasonably necessary in the investigation and resolution of the matter.

8.2. Mutual Trademark License Grants.

- 8.2.1. License Grant to JNCAAM. Provided JNCAAM obtains specific prior written approval and authorization from Program Manager, at such time, Juniper thereby grants to JNCAAM, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by Juniper ("**Juniper Marks**") solely in connection with and to the extent reasonably necessary for the promotion of its classes to instruct and teach students as contemplated under this Agreement. As contemplated in this Agreement, JNCAAM may market availability of classes for Authorized Courses to potential students using only Juniper Marks. JNCAAM will not remove or alter the Juniper or its third-party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to JNCAAM under this Agreement.

JNCAAM will use the Juniper Marks in accordance with Juniper's trademark guidelines or style guide and if requested by Juniper, furnish to Juniper all promotional, advertising, or other materials that refer to or display any Juniper Marks for Juniper's review and approval. Use of the Juniper Marks does not create in JNCAAM's favor any right, title, or interest in Juniper Marks or in continuing rights to promote and market Authorized Courses, or to instruct or teach Course Materials as contemplated in this Agreement. JNCAAM agrees to cooperate with Juniper if Juniper seeks to proceed with any infringement action regarding such rights.

- 8.2.2. License Grant to Juniper. Provided Juniper obtains specific prior written approval and authorization from the instructor designated to act as the primary point of contact with Program Manager, at such time, JNCAAM thereby grants to Juniper, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by JNCAAM ("**JNCAAM Marks**") solely in connection with and to the extent reasonably necessary for the promotion of the JNCAA program to potential members. Juniper will not remove or alter the JNCAAM or its third party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to Juniper under this Agreement.

Juniper will use the JNCAAM Marks in accordance with JNCAAM's trademark guidelines or style guide and if requested by JNCAAM, furnish to JNCAAM all promotional, advertising, or other materials that refer to or display any JNCAAM Marks for JNCAAM's review and approval. Use of the JNCAAM Marks does not create in Juniper favor any right, title, or interest in JNCAAM Marks or in continuing rights to promote and market the JNCAA program as contemplated in this Agreement. Juniper agrees to cooperate with JNCAAM if JNCAAM seeks to proceed with any infringement action regarding such rights.

9. **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Juniper, its employees or agents, JNCAAM will, as permitted by applicable law, indemnify, defend and hold harmless Juniper and its directors, officers, employees, shareholders, agents, and affiliates (the "**Indemnitees**") from any and all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, and expenses of whatever kind, including attorney's fees, arising out of any third-party claims resulting from misappropriation of Juniper's intellectual property, whether actual or alleged. THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE SHALL APPLY IN EACH CASE WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF JUNIPER, ITS EMPLOYEES, OR AGENTS. Notwithstanding anything to the contrary set forth in this Section, (i) an Indemnitee may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) JNCAAM will not enter into any settlement agreement on terms that would diminish the rights provided to the Indemnitee, accept any liability, or increase the obligations assumed by the Indemnitee under this Agreement, without the prior written consent of the Indemnitee.
10. **Limitation of Liability.** IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, THOSE RESULTING FROM ACCESS TO THE AUTHORIZED COURSES, THE USE OF COURSE MATERIALS, OR FOR ANY OTHER REASON. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. IN EVERY INSTANCE INVOLVING INACCURACIES OR MISTAKES IN AUTHORIZED COURSES OR COURSE MATERIALS, AS REASONABLY DETERMINED BY JUNIPER IN ITS SOLE DISCRETION, JUNIPER'S SOLE RESPONSIBILITY AND JNCAAM'S SOLE REMEDY SHALL BE CORRECTION OR REPLACEMENT OF SUCH AUTHORIZED COURSES OR COURSE MATERIALS BY JUNIPER IN A REASONABLE AMOUNT OF TIME.
11. **Warranty Disclaimer.** Except as expressly set forth in this Agreement, and to the extent permitted by applicable Law, JUNIPER (ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE AUTHORIZED COURSES, COURSE MATERIALS, OR OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT

permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant Juniper website.

- 13.7. Severability, Remedies, Waiver. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Except as otherwise expressly provided herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement.
- 13.8. No Third-Party Beneficiaries. This Agreement does not constitute a third party beneficiary contract and, unless expressly and specifically stated in this Agreement, shall not be construed to be for the benefit of any person or entity not a party hereto, and no such person or entity shall have any license, right, or claim in connection with this Agreement.
- 13.9. Guidelines and Policies. Juniper may at any time modify any Online Policies, Guidelines and Procedures effective when posted to the applicable site, provided that no such modification shall affect the provision of Authorized Courses or Course Materials prior to the effective date of such modification. By accessing or using Authorized Courses or Course Materials under this Agreement, JNCAAM understands that it is bound by Juniper's then-current version of its Online Policies, Guidelines and Procedures.
- 13.10. Entire Agreement, Amendment. This Agreement, including any attachments, URLs, and Online Policies, Guidelines and Procedures incorporated by reference herein, constitute the entire agreement between the Parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter of this Agreement. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by the relevant authorized representatives of each of the Parties.

14. Glossary

- 14.1. "Address Details" means the Juniper corporate address as set forth at <https://www.juniper.net/us/en/contact-us/corporate-counsel/>, but does not include any email address (if listed).
- 14.2. "Affiliate" of a party means, any entity and its successors controlled by, controlling, or under common control with, such party, where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.
- 14.3. "Authorized Course(s)" means all Juniper certification courses at the associate and specialist certification levels listed at https://jncaa.juniper.net/wp-content/uploads/JNAA-Paths_062218.pdf and located on the Junos Learning Portal.
- 14.4. "Authorized Reseller" means a reseller of Lab Equipment that sells Lab Equipment contracts to End Users pursuant to a valid contract with Juniper to conduct such resale activities.
- 14.5. "Business Partner Code of Conduct" means the code of conduct which is located and accessible at <http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf>.
- 14.6. "Codes" means: (a) Juniper's Business Partner Code of Conduct; and (b) any other policies, guidelines, or references that Juniper makes available to JNCAAM from time to time.
- 14.7. "Compliance Rules" means: (a) Laws; (b) any legislation or regulation with respect to anti-bribery, anti-slavery, anti-corruption (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) or anti-terrorism; (c) any Export Laws; and (d) any Codes.
- 14.8. "Course Materials" means materials or other intellectual property developed by Juniper for distribution to and use by JNCAAM and/or JNCAAM students; and include, but are not limited to, online materials provided via the Juniper Learning Portal and the JNCAA Website, course books, Juniper instructor guides and other reference and supporting materials and documentation used for instruction and teaching students, and Derivative Materials.
- 14.9. "Derivative Materials" means any and all derivative materials (within the meaning of Section 101 of the U.S. Copyright Act of 1978, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Juniper or JNCAAM.
- 14.10. "Documentation" in any form whatsoever, means any Juniper manuals, materials, guides, specifications, tables, charts, diagrams, pictures, schematics, plans, methods, reports or testing procedures, and any information required for training or education purposes and includes any updates, changes, or derivatives of any of the foregoing.
- 14.11. "End User" means the person or organization that originally purchases, leases or licenses Lab Equipment from an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- 14.12. "End User Data" means all information submitted by JNCAAM to Juniper and may include third party data that JNCAAM submits to Juniper.
- 14.13. "Export Laws" means any export and import controls and trade sanctions as described at <https://www.juniper.net/assets/us/en/local/pdf/additional-resources/juniper-networks-shipping-terms-exhibit.pdf>.
- 14.14. "JNCAA" means the Juniper Networks Cloud and Automation Academy.

EXHIBIT A

NON-BINDING TERMS

1. Scope and Intent

EduSkills and SRK Institute of Technology have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

2. Proposed obligations of EduSkills:

- To offer digital content and courses of up to 8 global academy programs to its member institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.

3. Proposed Obligations of SRK Institute of Technology:

- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership fee every year. Following year's membership fee can be incremented on nominal basis, if the need arises. Agreement to be renewed after 3 years.
- GoDaddy Academy: Minimum 50 students commitment every year.
- VMware Academy: Yearly subscription fee needs to be paid to VMware directly.
- Institution need to bear the expense for the AWS, GoDaddy & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
 - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
 - b. identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000* + GST
- Year 3: INR 40,000* + GST

* Can be incremented annually on a very nominal basis.

Please Note: This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.



A handwritten signature in black ink.



EduSkills®

Nation Building Through Skills

Certificate of Membership

This is to certify that

SRK Institute of Technology

Andhra Pradesh

is an Institutional Member of

EduSkills Foundation

Membership ID: 052006200601526

Valid Till : JUNE 2026

COO, EduSkills



ACADEMIC PARTNER CERTIFICATE

Awarded to

SRK Institute of Technology

as a highly valued partner for

Celonis Academic Alliance

Together we strive to
educate the Process Miners of tomorrow
and accelerate innovation through strong collaboration.

Certificate Number : CEL-EDU-2022-072

Certificate Date : 29 August 2022



Jerome Klingerberg

JEROME GEYER-KLINGEBERG
Head of Academic Alliance, Celonis SE



EduSkills

Regional Academy

Alteryx SparkED Partner

PRESENTED TO _____

SRK Institute of Technology

This Certificate of Acknowledgement confirms that **SRK Institute of Technology** has successfully completed all requirements to become an Alteryx SparkED Partner.



alteryx

SPARKED

Mar 30, 2023

Certification Date

598

Certification Number

Olivia Duane-Adams, CAO, Alteryx



EduSkills

Proforma Invoice

EduSkills Foundation

806, DLF CyberCity, Tech Park, Bhubaneswar, Odisha, India
GSTIN: 21AABTE0262F1ZG
PAN : AABTE0262F
Email : accounts@eduskillsfoundation.org

Date: 18 Apr 2020
Quote No.: ESF/130

Bill To:
SRK Institute of Technology
Anadhra Pradesh

Unit	Description	Unit Price	Discount	Tax	Total
1	AWS Academy Onboarding Fee HSN/SAC - 999293	₹15,000.00	100%	IGST (18%)	₹0.00
1	AWS Academy Annual Support Fee for the Year - 2020 HSN/SAC - 999293	₹15,000.00	33%	IGST (18%)	₹10,050.00
2	AWS Academy Cloud Foundations Instructor Training Fee HSN/SAC - 999293	₹15,000.00	0%	IGST (18%)	₹30,000.00

Subtotal ₹40,050.00
IGST (18%) ₹7,209.00
Total ₹47,259.00

Declaration :
All the above fees are non-refundable.
Quotation is valid for 15 days only.
All disputes are subject to Bhubaneswar Jurisdiction only.
Payments as per MOU / PO / Quotation

Bank Account Details:
Account Name: EDUSKILLS FOUNDATION
Name of Bank: KOTAK MAHINDRA BANK
Branch Address: Bhubaneswar, Odisha, India.
Bank A/C No: 6412959240
Bank IFSC Code: KKBK0007241

For any query feel free to contact:
accounts@eduskillsfoundation.org
+91- 7064432000



CLOUD AND AUTOMATION ACADEMY AGREEMENT

This Juniper Networks Cloud and Automation Academy Agreement ("**Agreement**") is entered into between Juniper (as defined in section 14.19 below) and the party identified in the Company Particulars below ("**JNCAAM**") (each individually, a "**Party**", and collectively, the "**Parties**"). This Agreement shall be effective as of date last signed by a party below ("**Effective Date**").

Company Particulars	
Company Name	SRK Institute of Technology
Company Address	3, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108
Company Contact and Email Address:	Dr D. Haritha, harithadasani@srkit.in, 9440618096

The Parties agree as follows:

1. **Scope.** This Agreement sets forth the terms and conditions for membership in the JNCAA program.
2. **Appointment of JNCAAM**
 - 2.1. **Membership Appointment.** Subject to the terms and conditions of this Agreement, Juniper hereby appoints JNCAAM as member in the JNCAA program. Juniper will provide JNCAAM access to the Course Materials and Authorized Courses through the JNCAA Website and Junos Learning Portal. Access to Juniper's hosted lab facilities is limited and must be reserved through the Program Manager in advance. If JNCAAM chooses to teach its students, JNCAAM may gain broader access to the Juniper Networks Education Services training materials, including lab topologies and configurations, instructor notes, and train the trainer videos. JNCAAM students may earn Juniper professional certification at no cost, by earning a voucher through a pin test at the end of each Authorized Course. At Juniper's sole discretion, membership status, requirements, guidelines, or restrictions are subject to change at any time.
 - 2.2. **Non-exclusive Appointment.** Any appointment of JNCAAM under this Agreement is non-exclusive.
3. **Term.** This Agreement shall commence on the Effective Date and will have an initial term until the June 30th immediately following the Effective Date ("**Initial Term**"). After the Initial Term, on July 1st of each subsequent year, this Agreement shall automatically renew for successive one-year terms ("**Renewal Term**") (collectively, the "**Term**"); unless, however, before this Agreement automatically renews, either party gives no less than ninety (90) days written notice to the other party, that the Agreement will terminate at end of the then-current term.
4. **No Membership Fee; Indirect Purchasing.**
 - 4.1. **No Membership Fee.** Membership in the JNCAA program is on a no-fee basis and no direct payments to Juniper are due under this Agreement.
 - 4.2. **Indirect Purchasing.** JNCAAM may purchase Juniper hardware, software, services, and cloud services (collectively, "**Lab Equipment**") through an Authorized Reseller. To the extent permitted by law, Juniper will use commercially reasonable effort to work with its Authorized Resellers to ensure that such Authorized Resellers extend to JNCAAM the minimum discounts for hardware and software off of Juniper's then-current Master Price List as set forth on the JNCAA Website. JNCAAM shall negotiate all commercial transactional terms and conditions of indirect purchases with the Authorized Reseller, including, but not limited to, payment, ordering, cancellations and rescheduling, delivery, and taxes. JNCAAM acknowledges that Juniper will not be a party to any contract or other arrangement between an Authorized Reseller and JNCAAM.
5. **Membership Obligations, Requirements, and Restrictions**
 - 5.1. **Membership Obligations.** In order to maintain membership status and continued participation in the JNCAA program, JNCAAM must comply with the terms and conditions in this Agreement and all Online Policies, Guidelines and Procedures. All Authorized Courses are subject to the terms and conditions on the Junos Learning Portal. JNCAAM must regularly check the JNCAA Website for announcements, instructions, and directions to perform its obligations under this Agreement.
 - 5.2. **Lab Equipment.** Should JNCAAM purchase Juniper Lab Equipment, JNCAAM may only use such Lab Equipment for the purpose of providing instruction to students and teaching students pursuant to terms of this Agreement and not for any other purpose whatsoever. JNCAAM's failure to comply with this Section 5.2 shall be deemed a material breach of this Agreement.

and the end user license agreement that accompanies such Lab Equipment, and shall be grounds for immediate termination for cause of this Agreement and the accompanying software license.

- 5.3. **Educational Institution.** Throughout the Term of this Agreement, JNCAAM must maintain its standing and qualification as a recognized educational institution, such as Academic Research Institution, University, College and Junior College, vocational or technical school, high school or academic foundation; including, military training command and professional organization that regularly provide on-going continuing education and training to technology professionals.
- 5.4. **Use of Course Materials in combination with non-Course Materials.** JNCAAM instructors may use non-Course Materials, such as JNCAAM or third party developed course materials, with Course Materials in the classroom for instruction and teaching students; provided, use of such materials does not infringe on third parties rights and does not replace, conflict with, or detract from Course Materials or the underlying purpose and objective of this Agreement to instruct and teach Authorized Course students. Authorized Course names and numbers must be referenced accurately by JNCAAM, and all non-Course Materials used for instruction and teaching must be clearly identified as such and differentiated from Course Materials.
- 5.5. **Prohibited Use of Course Materials.** JNCAAM shall not offer to instruct or teach, distribute, or sell any training course Juniper's products and/or services (including, without limitation, any instructor-led or self-study course) that, in the sole judgment of Juniper, competes with the underlying purpose and intention of this Agreement, which is to authorize JNCAAM to instruct and teach students Authorized Courses. JNCAAM shall follow written instructions of the Program Manager respecting instruction or teaching, distribution, or selling any training course materials relative to Juniper's products and/or services if in the sole judgment of the Program Manager, is not in the best interests of the underlying purpose and intent of this Agreement.
- 5.6. **Course Materials.** JNCAAM shall encourage students to obtain current Course Materials provided via the Junos Learn Portal. From time-to-time, additional materials may be added to list of Authorized Courses. JNCAAM shall not reproduce or copy Course Materials in any media or format, unless prior written authorization is obtained from Juniper.
- 5.7. **Student Satisfaction.** JNCAAM shall endeavor to ensure high-level of student satisfaction with its course delivery and curriculum by offering high quality instructional and educational classes that include regular and significant exposure to Juniper technologies.

Confidential Information.

- 6.1. **Scope.** "Confidential Information" means all information disclosed, directly or indirectly, to the other party (the "Receiving Party") and labeled as confidential or proprietary, stated at the time of oral disclosure to be confidential or proprietary, or by nature of the information and the circumstances of the disclosure, the Receiving Party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (i) is or becomes generally known through no fault of the Receiving Party; (ii) is known to the Receiving Party at the time of receipt, as evidenced by the Receiving Party's records; (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure, or is independently developed, as evidenced by contemporaneous records by the Receiving Party without use of or reference to such Confidential Information.
- 6.2. **Protection.** The Receiving Party will use a reasonable degree of care to maintain all Confidential Information to accomplish purposes of this Agreement or as otherwise agreed in writing by the disclosing Party. The Receiving Party will not disclose any third party nor use Confidential Information for any unauthorized purpose. The Receiving Party may only disclose Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of this Agreement; and (ii) in response to a valid order of a court or other governmental body or as otherwise required by law to be disclosed, provided the Receiving Party, to the extent legally permissible, gives sufficient notice to the disclosing party to enable the disclosing party to take protective measures. Except as otherwise expressly set forth in this Agreement, no rights or license to intellectual property in Confidential Information is granted by either Party under this Agreement, whether express, implied or otherwise, to the other Party. The obligations imposed on the Receiving Party shall survive the expiration or termination of this Agreement.
7. **Data Protection.** All data collected, processed, and/or used in connection with this Agreement is subject to the Juniper Privacy Policy. Juniper shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of End User Data as described in the applicable Documentation. To the extent End User Data includes Personal Data, as defined in the Data Protection Agreement ("DPA") located at <https://www.juniper.net/us/en/privacy-policy/customer-dpa/>, the terms of the DPA are hereby incorporated by reference and shall apply.

Ownership Rights and License Grants.

- 8.1. **Ownership of Course Materials, Derivative Materials, and Software.**
 - 8.1.1. Juniper has and shall have sole right, title, and ownership to all copyrights and other intellectual property rights in Authorized Courses, Course Materials, and Derivative Materials.
 - 8.1.2. If applicable, JNCAAM may create Derivative Materials solely for purposes of developing classroom materials for use in Authorized Courses; provided, however, JNCAAM shall not make any Derivative Materials based in whole or in part on any software furnished by Juniper.
 - 8.1.3. JNCAAM agrees to assign, and does hereby assign, to Juniper, all of its copyrights and other intellectual property rights in any, in Derivative Materials, and shall execute such documents and perform such other acts as Juniper may reasonably request from time to time, to enable Juniper to perfect and protect its rights in Derivative Materials.

- 8.1.4. Upon completion of any Derivative Materials, JNCAAM shall promptly deliver to Juniper a sample copy of such materials provided, however, that JNCAAM may do so without infringing any third party rights; otherwise, it shall not make such delivery, but shall instead promptly identify such third parties and their rights with prior written notice to Juniper.
- 8.1.5. All software furnished by Juniper under this Agreement will remain the sole and exclusive property of Juniper, or, as the case may be, its third party licensors, and shall be subject to the terms and conditions of Juniper's software license agreement.
- 8.1.6. **Anti Piracy.** JNCAAM shall not engage in the manufacture, use, distribution, supply, marketing, or promotion of a counterfeit, pirated, or illegal Juniper products, including, but not limited to, software or Course Materials, and if suspected or accused of being involved in such activities, will assist Juniper as reasonably necessary in the investigation and resolution of the matter.

8.2. Mutual Trademark License Grants.

- 8.2.1. License Grant to JNCAAM. Provided JNCAAM obtains specific prior written approval and authorization from Program Manager, at such time, Juniper hereby grants to JNCAAM, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by Juniper ("**Juniper Marks**") solely in connection with and to the extent reasonably necessary for the promotion of its classes to instruct and teach students as contemplated under this Agreement. As contemplated in this Agreement, JNCAAM may market availability of classes for Authorized Courses to potential students using only Juniper Marks. JNCAAM will not remove or alter the Juniper or its third-party licensors' as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to JNCAAM under this Agreement.

JNCAAM will use the Juniper Marks in accordance with Juniper's trademark guidelines or style guide and if requested by Juniper, furnish to Juniper all promotional, advertising, or other materials that refer to or display any Juniper Marks for Juniper's review and approval. Use of the Juniper Marks does not create in JNCAAM's favor any right, title, or interest in Juniper Marks or in continuing rights to promote and market Authorized Courses, or to instruct or teach Course Materials as contemplated in this Agreement. JNCAAM agrees to cooperate with Juniper if Juniper seeks to proceed with any infringement action regarding such rights.

- 8.2.2. License Grant to Juniper. Provided Juniper obtains specific prior written approval and authorization from the instructor designated to act as the primary point of contact with Program Manager, at such time, JNCAAM hereby grants to Juniper, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by JNCAAM ("**JNCAAM Marks**") solely in connection with and to the extent reasonably necessary for the promotion of the JNCAAM program to potential members. Juniper will not remove or alter the JNCAAM or its third party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to Juniper under this Agreement.

Juniper will use the JNCAAM Marks in accordance with JNCAAM's trademark guidelines or style guide and if requested by JNCAAM, furnish to JNCAAM all promotional, advertising, or other materials that refer to or display any JNCAAM Marks for JNCAAM's review and approval. Use of the JNCAAM Marks does not create in Juniper favor any right, title, or interest in JNCAAM Marks or in continuing rights to promote and market the JNCAAM program as contemplated in this Agreement. Juniper agrees to cooperate with JNCAAM if JNCAAM seeks to proceed with any infringement action regarding such rights.

9. **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Juniper, its employees or agents, JNCAAM will, as permitted by applicable law, indemnify, defend and hold harmless Juniper and its directors, officers, employees, shareholders, agents, and affiliates (the "**Indemnitees**") from any and all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, and expenses of whatever kind, including attorney's fees, arising out of any third-party claims resulting from misappropriation of Juniper's intellectual property, whether actual or alleged. **THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE SHALL APPLY IN EACH CASE WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF JUNIPER, JUNIPER'S EMPLOYEES, OR AGENTS.** Notwithstanding anything to the contrary set forth in this Section, (i) an Indemnitee may participate in its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) JNCAAM will not enter into any settlement agreement on terms that would diminish the rights provided to the Indemnitee, accept any liability, or increase obligations assumed by the Indemnitee under this Agreement, without the prior written consent of the Indemnitee.
10. **Limitation of Liability.** IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ACTIVE OR PASSIVE NEGLIGENCE, THOSE RESULTING FROM ACCESS TO THE AUTHORIZED COURSES, THE USE OF COURSE MATERIALS, OR FOR ANY OTHER REASON. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. IN EVERY INSTANCE INVOLVING INACCURACIES OR MISTAKE IN THE USE OF AUTHORIZED COURSES OR COURSE MATERIALS, AS REASONABLY DETERMINED BY JUNIPER IN ITS SOLE DISCRETION, JUNIPER'S SOLE RESPONSIBILITY AND JNCAAM'S SOLE REMEDY SHALL BE CORRECTION OR REPLACEMENT OF SUCH AUTHORIZED COURSES OR COURSE MATERIALS BY JUNIPER IN A REASONABLE AMOUNT OF TIME.
11. **Warranty Disclaimer.** Except as expressly set forth in this Agreement, and to the extent permitted by applicable law, JUNIPER (ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE AUTHORIZED COURSES, COURSE MATERIALS, OR OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT

IT HAS INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT A OF PERFORMING UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT IT HAS IN NO WAY RELIED ON A ASSURANCES OR REPRESENTATIONS OF JUNIPER OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING T POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.

12. Termination.

- 12.1. Either party may terminate this Agreement for cause if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days following receipt of written notice of termination from the non-breaching party whereupon, such termination shall be effective immediately at end of the ten (10) day cure period.
- 12.2. Either party may terminate this Agreement without cause by providing the other party with no less than ninety (90) days advance written notice.
- 12.3. Effect of Termination. Upon termination of this Agreement:
- 12.3.1. Each party shall promptly return to the other party, or destroy upon the disclosing party's written approval, Confidential Information of the disclosing party in its possession or control, and shall provide the disclosing party with written certification signed by one of its officers certifying to the return or destruction, of such Confidential Information.
- 12.3.2. JNCAAM shall promptly discontinue use of the Juniper Marks and return to Juniper all materials and uses contain such Juniper Marks, and Juniper shall promptly discontinue use of the JNCAAM Marks and return to JNCAAM all materials and uses containing such JNCAAM Marks. Each party shall provide the other party with a written certification signed by one of its officers certifying to the return or destruction, of the other party's marks identified herein.
- 12.3.3. As instructed and requested by Program Manager, within thirty (30) days after termination of this Agreement, JNCAAM shall return or destroy all materials, documents, plaque(s), etc., related to the JNCAA program. If Program Manager authorizes destruction of such materials, JNCAAM shall provide Juniper with a written certification signed by one of its duly authorized officers or high-ranking executive, management or representative employee certifying the destruction of all such materials.
- 12.4. No Damages for Termination. Neither party will be liable to the other party for any claims or damages of any kind arising from the termination of this Agreement in accordance with this Section 12, including any incidental or consequential damages including without limitation any compensation, reimbursement for the loss of prospective profits, anticipated sales or goods. However, termination will not extinguish any liability of either party arising before termination of this Agreement.

13. Miscellaneous.

- 13.1. Governing Law. This Agreement shall be interpreted and governed by the Territory Law.
- 13.2. Dispute Resolution. If section 14.25(a) applies:
- (1) any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Arbitral Tribunal shall consist of a sole Arbitrator. The language of arbitration shall be English;
 - (2) nothing in this section 13.2 shall preclude any party from seeking interim relief(s) or order(s) for interim preservation from the courts of the Territory Law ("Territory Court"), and the parties agree to submit to the exclusive jurisdiction of the Territory Court for this purpose. The parties agree that any such application to the Territory Court shall not be considered as demonstrating an intention to act inconsistently in any way with these terms to settle disputes by arbitration in accordance with this section 13.2;
 - (3) notwithstanding sections 13.2(1) and 13.2(2), either party may seek interim injunctive relief in the Territory Court in respect to any alleged breach of confidentiality or such party's intellectual property or proprietary rights; and
 - (4) the Parties agree that any disputes arising out of or in connection with this Agreement which the Territory Law specifically prohibits from being resolved by arbitration, shall be subject to the exclusive jurisdiction of the Territory Court and the Parties agree to submit to the exclusive jurisdiction of the Territory Court in respect of all disputes which cannot be resolved by arbitration.
- 13.3. Compliance with Laws. JNCAAM and its personnel shall always comply with the Compliance Rules.
- 13.4. Force Majeure. Neither Party will be responsible for any failure or delay in performance due to causes beyond its reasonable control, provided such Party promptly notifies the other Party in writing of such event.
- 13.5. Assignment. JNCAAM may not assign or delegate or otherwise transfer its licenses, rights, or duties under this Agreement except with the prior written consent of Juniper. Any attempted prohibited assignment will be void. Juniper may assign, subcontract or delegate any or all of its rights and/or its obligations under this Agreement to any Affiliate of Juniper without the consent of JNCAAM. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- 13.6. Notices. Any notices related to this Agreement must be in writing and sent by registered mail or receipted courier service in the case of: (i) Juniper, to the Address Details; and (ii) the JNCAAM, to the address provided by the JNCAAM. Juniper

permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant Juniper website.



- 13.7. Severability, Remedies, Waiver. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Except as otherwise expressly provided herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement.
- 13.8. No Third-Party Beneficiaries. This Agreement does not constitute a third party beneficiary contract and, unless expressly specifically stated in this Agreement, shall not be construed to be for the benefit of any person or entity not a party hereto and no such person or entity shall have any license, right, or claim in connection with this Agreement.
- 13.9. Guidelines and Policies. Juniper may at any time modify any Online Policies, Guidelines and Procedures effective when posted to the applicable site, provided that no such modification shall affect the provision of Authorized Courses or Course Materials prior to the effective date of such modification. By accessing or using Authorized Courses or Course Materials under this Agreement, JNCAAM understands that it is bound by Juniper's then-current version of its Online Policies, Guidelines and Procedures.
- 13.10. Entire Agreement; Amendment. This Agreement, including any attachments, URLs, and Online Policies, Guidelines and Procedures incorporated by reference herein, constitute the entire agreement between the Parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter of this Agreement. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by the relevant authorized representatives of each of the Parties.

14. Glossary

- 14.1. "Address Details" means the Juniper corporate address as set forth at <https://www.juniper.net/us/en/contact-us/corporate-counsel/>, but does not include any email address (if listed).
- 14.2. "Affiliate" of a party means, any entity and its successors controlled by, controlling, or under common control with, such party where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the economic interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.
- 14.3. "Authorized Course(s)" means all Juniper certification courses at the associate and specialist certification levels listed at https://jncaa.juniper.net/wp-content/uploads/JNAA-Paths_062218.pdf and located on the Junos Learning Portal.
- 14.4. "Authorized Reseller" means a reseller of Lab Equipment that sells Lab Equipment contracts to End Users pursuant to a contract with Juniper to conduct such resale activities.
- 14.5. "Business Partner Code of Conduct" means the code of conduct which is located and accessible at <http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf>.
- 14.6. "Codes" means: (a) Juniper's Business Partner Code of Conduct; and (b) any other policies, guidelines, or references Juniper makes available to JNCAAM from time to time.
- 14.7. "Compliance Rules" means: (a) Laws; (b) any legislation or regulation with respect to anti-bribery, anti-slavery, anti-corruption (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) or anti-terrorism; (c) any Export Laws; and (d) Codes.
- 14.8. "Course Materials" means materials or other intellectual property developed by Juniper for distribution to and use by JNCAAM and/or JNCAAM students; and include, but are not limited to, online materials provided via the Juniper Learning Portal, the JNCAA Website, course books, Juniper instructor guides and other reference and supporting materials, documentation used for instruction and teaching students, and Derivative Materials.
- 14.9. "Derivative Materials" means any and all derivative materials (within the meaning of Section 101 of the U.S. Copyright Act of 1976, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Juniper or JNCAAM.
- 14.10. "Documentation" in any form whatsoever, means any Juniper manuals, materials, guides, specifications, tables, charts, diagrams, pictures, schematics, plans, methods, reports or testing procedures, and any information required for training and education purposes and includes any updates, changes, or derivatives of any of the foregoing.
- 14.11. "End User" means the person or organization that originally purchases, leases or licenses Lab Equipment from an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- 14.12. "End User Data" means all information submitted by JNCAAM to Juniper and may include third party data that JNCAAM submits to Juniper.
- 14.13. "Export Laws" means any export and import controls and trade sanctions as described at <https://www.juniper.net/assets/us/en/local/pdf/additional-resources/juniper-networks-shipping-terms-exhibit.pdf>.
- 14.14. "JNCAA" means the Juniper Networks Cloud and Automation Academy.

- 14.15. "JNCAAM" means the Party referenced in the Preamble participating in the JNCAA program under this Agreement.
- 14.16. "JNCAA Website" means the JNCAA website located at <https://jncaa.juniper.net/>.
- 14.17. "Junos Learning Portal" means the online learning portal available at <https://learningportal.juniper.net>.
- 14.18. "Juniper's Website" means www.juniper.net, including, but not limited to, the JNCAA Website and the Junos Learn Portal.
- 14.19. "Juniper" means, if Course Materials and/or Authorized Courses are provided by Juniper to a location in: (a) North America, Central America or South America, Juniper Networks (U.S.), Inc.; (b) United Kingdom, Juniper Networks (U.K.) Limited; India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or where a local is not listed above, Juniper Networks International B.V.
- 14.20. "Juniper Privacy Policy" means the Juniper Privacy Policy posted at the following URL: <https://www.juniper.net/us/en/privacy-policy/>.
- 14.21. "Laws" means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.
- 14.22. "Onboarding Information" means information that Juniper provides to the JNCAAM (as updated from time to time) for purposes of transacting under this Agreement and, in the case where JNCAAM provides information to Juniper, may include End User Data.
- 14.23. "Online Policies, Guidelines and Procedures" means, without limitation, any policies, guidelines, or procedures, that applicable to the JNCAA program, referenced in this Agreement, and/or posted at Juniper's Website.
- 14.24. "Program Manager" means the JNCAA manager responsible for oversight of the JNCAA program, as designated by Juniper. The Program Manager may, in Juniper's sole discretion, be changed from time-to-time.
- 14.25. "Territory Law" means: (a) in the case where all of the Parties to this Agreement are incorporated in India, the laws of India, and, subject to section 13.2, the Parties consent to the personal and exclusive jurisdiction of the courts in New Delhi; or in all other cases, the laws of the State of California without regard to its conflict of laws principles or to the U.N. Convention on Contracts for the International Sale of Goods, the application of which is hereby excluded and any disputes arising out of this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

The Parties are signing this Agreement by their duly authorized officers or representatives.

Juniper (as defined in section 14.19 above)	SRK Institute of Technology
 (Authorized Representative – Signature)	 (Authorized Representative – Signature)
Rajendra Kane (Authorized Representative – Printed)	Dr D. Haritha (Authorized Representative – Printed)
Finance Controller December 15, 2021 (Title) (Date)	HOD CSE 2-12-2021 (Title) (Date)

Juniper Networks

Business

Approved As To Form
Business

Blue Prism is proud to recognize our partner

SRK Institute of Technology

Vijayawada

for meeting all the program requirements to set up

BLUE PRISM ACADEMIA PROGRAM in the field of Robotic Process Automation

Date: 17/06/20

Signature:



Ana Howes
Global Head of Education Services

MUTUAL NONDISCLOSURE AGREEMENT

This agreement is entered into by Blue Prism India Private Ltd and the other party listed below, as of the date of the later signature below ("Effective Date"), in order to evaluate and possibly enter into a business transaction between the parties or their affiliates (the "Purpose"). The parties are entering into this agreement so that each of the parties and their affiliates (each, when disclosing, "Discloser") may disclose to the other party and to their affiliates (each, when receiving, "Recipient") information related to the proposed business transaction that Discloser considers confidential, that is marked as confidential or which Recipient should know is confidential based on the way it was disclosed or the subject matter of the information (the "Confidential Information"). An "affiliate" is any legal entity either party owns, that owns such party or that is under common control with such party. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

1. **No Obligation or License; Disclaimer of Warranty.** This agreement does not (a) impose on either party any obligation to enter into any business relationship or proceed with any business transaction; (b) grant any right or license to the intellectual property rights of the other party, except the limited rights granted in this agreement as necessary to use the Confidential Information for the Purpose; or (c) create, and each party hereby disclaims, all express and implied warranties for its Confidential Information, including but not limited to implied warranties of fitness for a particular purpose, and merchantability, and all implied representations and warranties provided by statute or common law.

2. **Use, Protection and Disclosure of Confidential Information.** Recipient may use Confidential Information only for the Purpose. Recipient shall use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information, solely as needed for the Purpose, with its representatives who need to know it and only if they have agreed with either party in writing to protect the confidentiality of the Confidential Information. A "representative" is an employee, contractor, advisor or consultant of either party or of its respective affiliates. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice. If there is an unauthorized disclosure of Confidential Information, Recipient shall notify Discloser in writing as soon as it becomes aware of such disclosure and provide reasonable assistance to Discloser to minimize any damages caused by such disclosure.

3. **Information That is Not Confidential Information.** Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient.

4. **Term and Termination.** This agreement will have a term of three (3) years from the Effective Date and either party may sooner terminate this agreement on 30 days' prior written notice. Section 2 of this agreement will survive any expiration or termination of this agreement as to Confidential Information that is disclosed before termination or expiration and for a period of two (2) years thereafter. Upon expiration or earlier termination, Recipient shall return or destroy all Confidential Information of Discloser (at Discloser's option) and certify in writing that it has done so. Notwithstanding anything to the contrary herein, protection of trade secrets, including, but not limited to, technical information about a Discloser's current products and services and all information about possible unreleased products or services shall never expire.

5. **Governing Law and Venue.** This agreement is governed by the laws of Singapore, and the exclusive venue for disputes shall be the courts of Singapore.

6. **Modification and Interpretation.** This agreement may only be modified in a writing signed by both parties. If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions will remain in effect and enforceable without the invalid or unenforceable provision.

7. **Integration.** This agreement is the entire agreement between the parties relating to the Purpose and supersedes all prior or contemporaneous agreements between the parties relating to the Purpose.

8. **Assignment.** Neither party may assign this agreement without the other party's written consent, except that consent is not required if the assignment is to an affiliate of the assigning party. This Agreement will inure to the benefit of and be binding upon any authorized successors and assigns.

9. **Counterparts.** This agreement may be signed in counterparts and may be agreed to and exchanged electronically.

10. **Notices.** Any notices required under this agreement must be sent to the address below and must be in writing and refer to this agreement. Notices may be delivered by courier, by registered mail with a return receipt, by reputable overnight delivery service with delivery confirmation, or by email. Notices will be deemed given when received if sent by courier or overnight service, 5 days after deposited in the mail if sent by registered mail, and in the case of email, when such email is sent, unless a mail non-delivery notification has been received by the sender.

PALO ALTO NETWORKS CYBERSECURITY ACADEMY

THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

SRK Institute of Technology

has successfully completed all requirements to become
a Palo Alto Networks® Cybersecurity Academy.



Nimesh Arora
Chairman and CEO
Palo Alto Networks

Oct 2, 2020

Certification Date

1059

Certification Number





BIST TECHNOLOGIES PRIVATE LIMITED

**Door No: 33-21-4, First Floor, Seetharampuram Signals,
Eluru Road, Vijayawada -520002.**

Memorandum of Understanding (MOU)

Between

BIST Technologies Pvt. Ltd

&

SRK Institute of Technology

Purpose

This Memorandum of Understanding (MOU) outlines the collaboration between BIST Technologies Pvt.Ltd, CIN- U62099AP2023PTC111817, Seetharampuram, Vijayawada, NTR District, Andhra Pradesh, represented by its Director having their registered office at Vijayawada and SRK Institute of Technology, Enikepadu, Vijayawada, NTR District, Andhra Pradesh 521108, represented by the Principal of the institution to provide exceptional opportunity tailored specifically for the students of your esteemed institution. We are offering industrial internships designed to provide practical insights and hands-on experience in cutting-edge domains for the ongoing R-20 and coming R-23 Regulation to Bridge the gap between Industry and Institution.

Benefits

The parties contemplate that they will benefit from this alliance as follows:

Benefits to SRK Institute of Technology

- We provide opportunity to the students to engage with the industry on a regular basis to understand the needs of the industry and accordingly update the curriculum.



BIST TECHNOLOGIES PRIVATE LIMITED

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- Possibility of offering an advanced skill course for their current curriculum.
- We provide opportunity to collaborate with the industry for
 - a. Student Development Programs (SDP)
 - b. Projects
 - c. Faculty Development Programs(FDP)
 - d. Research programs
 - e. Student internships in the emerging fields of the industry
- We help students for the improvement of their employability skills.

Benefits to the student intern opting for offline internship program

- On a daily basis We will provide a 2hr theory offline session.
- Followed by a 2hr lab session.
- Tools relating to the domain they opt for will be provided to the interns.
- A one-hour communication skills session will be provided for the interns.
- An everyday assignment will be given to the interns.
- During their internship tenure, 2 assessments will be conducted.
- By the end of internship, we will provide
 - Internship completion certificate from APSCHE
 - Certificate from BIST Technologies Pvt. Ltd
 - Merit certificate (for good performance in assessments).

Scope

BIST Technologies Pvt. Ltd agrees to provide internship opportunities for SRK Institute of Technology students in the following domains:

1. Machine Learning
2. Artificial Intelligence
3. Data Science



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4. Java Programming
5. Python Programming
6. OpenCV with Python
7. EV Design
8. VLSI Design for Testability
9. VLSI Front end RTL Design
10. Robotics Process Automation
11. Internet of Things (IoT)
12. Embedded Systems
13. Embedded C & C++
14. Mechatronics

Terms and Conditions:

1. At BIST Technologies Pvt. Ltd, we offer internships to SRK Institute of Technology students based on the Domain they opt for.
2. The duration of each internship will be mutually agreed upon by BIST Technologies Pvt. Ltd and SRK Institute of Technology, with a minimum duration of 6 weeks for the Short-Term and not less than 14 weeks for the Long-Term Internship, and Certification will be Provided as per the Requirement of Management of SRK Institute of Technology.
3. SRK Institute of Technology will facilitate the eligible students by coordinating with BIST Technologies Pvt. Ltd for the internships.
4. BIST Technologies Pvt. Ltd will provide necessary resources, guidance, and mentorship to the interns during their tenure at the company



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5. Interns will be required to abide by the rules, regulations, and confidentiality agreements of BIST Technologies Pvt. Ltd during their internship period.
6. Both parties agree to maintain regular communication, Assessments and provide feedback to ensure a mutually beneficial internship experience.

WHY BIST TECHNOLOGIES PVT. LTD?

BIST Technologies Pvt. Ltd is industry driven state-of-the-art training institute of excellence in various technologies such as VLSI DFT, Embedded systems, IOT, EV Design, Artificial Intelligence, Machine Learning, Data Science etc., Since our inception, approximately 10,000 students were trained with certification. We are the only company that is providing the students with both live online sessions & offline classes. Recorded classes will also be provided in our website.

We are approved by **APSCHE, AICTE & MSME**

Effectiveness

This MOU shall become effective upon signature by authorized representatives of both BIST Technologies Pvt. Ltd and SRK Institute of Technology.

Termination

This MOU may be terminated by either party with a notice of 30 days.

BIST Technologies Pvt. Ltd

Director: R. Upendra Rao

Signature: R. Upendra Rao

Date: 01/08/2023



SRK Institute of Technology

Principal:

Signature:

Date:

[Handwritten Signature]
Dr. P. EKAMBARAM NAIDU
PRINCIPAL
SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA-521 108.