

Hindusthan College of Engineering & Technology and IBM agree that all discussions between the parties regarding a potential business arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between IBM India Private Limited ("IBM") with Registered offices at 12, Subramanya Arcade , Bannerghatta Road, Bangalore - 560 029 and Hindusthan College of Engineering & Technology ("Customer") with offices located at Othakkalmandapam (Post), Pollachi Main Road, Coimbatore, Tamilnadu 641032

WHEREAS, Customer and IBM have entered into discussions concerning IBM's provision of technology products and services for Customer.

WHEREAS, the parties anticipate that Customer will elect to engage IBM as the primary and preferred technology provider for IT hosting, hardware, software and services.

NOW, THEREFORE, in order to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1

2. Termination

This MOU will terminate on **5 years from the date of MoU signing** unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This MOU can be extended upon written agreement of the parties.

3. Confidentiality

The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

The parties acknowledge that the exchange of confidential information by Customer and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

5. Publicity

IBM and Customer each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

7. General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

It is understood that this MOU does not purport to cover all aspects of this business relationship.

This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the Customer and IBM companies. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

This Memorandum of Understanding sets forth the understanding of the parties as of
September 14, 2020

IBM India Private Limited

e-Signed by Jagadish K G
By: _____

Name: Jagadish K G

Title: SWGS Operations Leader

Hindusthan College of Engineering & Technology

e-Signed by Dr. Priya Satish Prabu
By: _____

Name: Dr. Priya Satish Prabu

Title: Executive Trustee & Secretary

Attachment 1

Annexure I to IBM Career Education MoU with Hindusthan College of Engineering & Technology(HCET)

- a) Acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of individuals skilled on IBM Software. Both IBM and HCET are keen to cooperate in a way that shall benefit HCET students pursuing a career in the industry.
- b) HCET shall rollout Under Graduate / Post-graduate / Certificate / Value added programs with specialization aligned with relevant IBM Software delivering all or any of such programs to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have HCET commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by HCET. IBM's responsibilities under this Agreement are subject to HCET fulfilling its responsibilities under the MoU.
- c) The curriculum may be provided by IBM or jointly developed by IBM and HCET designated subject matter experts. There may be additional specialized offerings and curriculum may be reviewed and updated by IBM and HCET from time to time with mutual agreement.
- d) Joint Co-ordination Committee - To guide the execution of the activities agreed under this MoU, HCET and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:
 - Vice-Chancellor / Head of HCET or his nominee as the Chairperson;
 - One representative from each party as members
 - A Project Coordinator from HCET who shall also be the Convener of the Committee.

Chairperson of the committee may recommend changes in the member's from time to time in consultation with the nominating parties and have the same approved by the Head / Principal, HCET. The Committee shall recommend on course curriculum, course content, delivery, determination of fee. The Committee shall monitor and review the activities under this MoU and recommend such decisions with respect to any aspect regarding this MoU for the purpose of removing any impediment, promoting the programs arising from this MoU, approving the content and recommending changes therein, the program prospectus and fee structure.

Following are the proposed roles and responsibilities:

e) IBM

- Appoint member to the committee
- To co-develop and supply courseware for the students as required
- Provide orientation workshops for the faculty nominated by HCET for the program
- Deploy SMEs for covering topics for students as mutually agreed as per the curriculum
- Provide the certificates for the students who have successfully completed the course
- IBM will provide all relevant IBM Software required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members of HCET. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

f) HCET

- Appoint members and Program Convener to the Joint coordination Committee
- To help IBM to co-develop the curriculum of the program as required
- Promote the program through various channels, develop collateral and market
- Conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/assessments and issue degree accordingly
- Provide detailed session plan
- Share the student data with IBM who apply and enroll to the program as per prescribed format from IBM
- Nominate faculty members for the orientation program by IBM
- Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM or IBM designated Business Partner resources
- In case of a co-branded Lab setup, provide a minimum 30 computer lab that can be designated with appropriate signboards creative as provided by IBM, in the campus.
- Confirm and process the payments to IBM in advance on agreed schedule.

Co-Branded Undergraduate Program

The following programs will be launched at HCET for different departments:

- **BTech in CSE with specialization in Artificial Intelligence (in association with IBM)**
- **BTech in ECE with specialization in Internet of Things (in association with IBM)**
- **BTech in IT with specialization in Data Science (in association with IBM)**
- **BTech in Artificial Intelligence (in association with IBM)**

1. BTech in CSE with specialization in Artificial Intelligence (in association with IBM)

Student Development program details.

Sem #	Course Name	Duration	Courseware by	Training by
1	Python Programming	32 hours	IBM	IBM Certified Trainer
2	Java Fundamentals	40 hours	IBM	IBM Certified Trainer
3	CleanCoding & Devops	24 hours	IBM	IBM Certified Trainer
4	Data Visualisation	32 hours	IBM	IBM Certified Trainer
5	Design Thinking - Practitioner Course	40 hours	IBM	IBM Certified Trainer
6	Development of Machine Learning Models	24 hours	IBM	IBM Certified Trainer
6	Predictive Modelling	32 hours	IBM	IBM Certified Trainer
7	AI Analyst - Practitioner Course	40 hours	IBM	IBM Certified Trainer

The student enrolled in the program is required to undergo courses as per the program schematic of the joint program. The students will receive joint certificate on program completion.

Program Commercials:

Sem #	Per Student Fee
Sem 1	INR 8000 + taxes
Sem 2	INR 8000 + taxes
Sem 3	INR 8000 + taxes
Sem 4	INR 8000 + taxes
Sem 5	INR 8000 + taxes
Sem 6	INR 8000 + taxes
Sem 6	INR 8000 + taxes
Sem 7	INR 8000 + taxes

2. BTech in ECE with specialization in Internet of Things (in association with IBM)

Student Development program details.

Sem #	Course Name	Duration	Courseware by	Training by
1	Python Programming	32 hours	IBM	IBM Certified Trainer
2	Java Fundamentals	40 hours	IBM	IBM Certified Trainer
3	RDBMS, MySQL	32 hours	IBM	IBM Certified Trainer
4	Design Thinking - Practitioner Course	40 hours	IBM	IBM Certified Trainer
5	Angular JS	32 hours	IBM	IBM Certified Trainer
6	Microservices course	30 hours	IBM	IBM Certified Trainer
6	IoT - Practitioner Course	48 hours	IBM	IBM Certified Trainer
7	Blockchain - Practitioner Course	48 hours	IBM	IBM Certified Trainer

The student enrolled in the program is required to undergo courses as per the program schematic of the joint program. The students will receive joint certificate on program completion.

Program Commercials:

Sem #	Per Student Fee
Sem 1	INR 8000 + taxes
Sem 2	INR 8000 + taxes
Sem 3	INR 8000 + taxes
Sem 4	INR 8000 + taxes
Sem 5	INR 8000 + taxes
Sem 6	INR 8000 + taxes
Sem 6	INR 8000 + taxes
Sem 7	INR 8000 + taxes

3. BTech in IT with specialization in Data Science (in association with IBM)

Student Development program details.

Sem #	Course Name	Duration	Courseware by	Training by
1	Python Programming	32 hours	IBM	IBM Certified Trainer
2	RDBMS, MySQL	32 hours	IBM	IBM Certified Trainer
3	Data Visualisation	32 hours	IBM	IBM Certified Trainer
4	Design Thinking - Practitioner Course	40 hours	IBM	IBM Certified Trainer
5	Business Intelligence	32 hours	IBM	IBM Certified Trainer
6	Predictive Modelling	32 hours	IBM	IBM Certified Trainer
6	Data Science - Practitioner Course	48 hours	IBM	IBM Certified Trainer
7	Big Data with Security	32 hours	IBM	IBM Certified Trainer

The student enrolled in the program is required to undergo courses as per the program schematic of the joint program. The students will receive joint certificate on program completion.

Program Commercials:

Sem #	Per Student Fee
Sem 1	INR 8000 + taxes
Sem 2	INR 8000 + taxes
Sem 3	INR 8000 + taxes
Sem 4	INR 8000 + taxes
Sem 5	INR 8000 + taxes
Sem 6	INR 8000 + taxes
Sem 6	INR 8000 + taxes
Sem 7	INR 8000 + taxes

4. BTech in Artificial Intelligence (in association with IBM)

Student Development program details.

Sem #	Course Name	Duration	Courseware by	Training by
1	Python Programming	32 hours	IBM	IBM Certified Trainer
2	Java Fundamentals	40 hours	IBM	IBM Certified Trainer
3	CleanCoding & Devops	24 hours	IBM	IBM Certified Trainer
4	Data Visualisation	32 hours	IBM	IBM Certified Trainer
5	Design Thinking - Practitioner Course	40 hours	IBM	IBM Certified Trainer
6	Development of Machine Learning Models	24 hours	IBM	IBM Certified Trainer
6	Predictive Modelling	32 hours	IBM	IBM Certified Trainer
7	AI Analyst - Practitioner Course	40 hours	IBM	IBM Certified Trainer

The student enrolled in the program is required to undergo courses as per the program schematic of the joint program. The students will receive joint certificate on program completion.

Program Commercials:

Sem #	Per Student Fee
Sem 1	INR 8000 + taxes
Sem 2	INR 8000 + taxes
Sem 3	INR 8000 + taxes
Sem 4	INR 8000 + taxes
Sem 5	INR 8000 + taxes
Sem 6	INR 8000 + taxes
Sem 6	INR 8000 + taxes
Sem 7	INR 8000 + taxes

Per Semester payment, IBM fee is due in advance on or before July 23rd, every year for odd semester and on or before 20th December for even semester.

Payment to be made in advance to the IBM Business Partner based on timelines listed above.

For 2020 admission batch – HCET needs to place an order of a minimum number of 40 students per batch / per specialisation in every semester for all the specialization in the above programs as mentioned in the aforementioned table, even in case the actual number of admissions stands lesser than the minimum required number.

From 2021 admission onwards – HCET needs to place an order of a minimum number of 50 students per batch / per specialisation in every semester for all the specialization in the above programs as mentioned in the aforementioned table, even in case the actual number of admissions stands lesser than the minimum required number.

Please note that commercials for IBM SPSS or any other Licenses and any cloud setup/access either on premise or virtual are excluded.

Attachment 2

Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;

- 3) obtained from a source other than the Discloser without obligation of confidentiality;
- 4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient;
or
- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

The Recipient will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of India to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

Hindusthan College of Engineering & Technology

By: e-Signed by Dr. Priya Satish Prabu

Authorized Signature:

Name (type or print): Dr. Priya Satish Prabu

Date: September 17, 2020

Identification number:

Address:
Othakkalmandapam(Post),
Pollachi Main Road, Coimbatore,
Tamilnadu 641032

Agreed to:

IBM India Private Limited

By: e-Signed by Jagadish K G

Authorized Signature:

Name (type or print): Jagadish K G

Date: September 14, 2020

Agreement number:

IBM address:
No. 12, Subramanya Arcade, Bannerghatta
Road, Bangalore 560029, India.

After signing, please return a copy of this Agreement to the "IBM address" shown above.

Attachment 3

Trademark License Agreement for Co-marketing of the IBM Logo

Trademark License Agreement ("Agreement") made as of September 14, 2020 between IBM India Ltd, a Indian corporation (hereinafter "LICENSOR"), and Hindusthan College of Engineering & Technology having its registered office at Othakkalmandapam(Post), Pollachi Main Road, Coimbatore, Tamilnadu 641032 INDIA (hereinafter "LICENSEE").

Section 1. DEFINITIONS

- 1.1 "Licensed Mark" shall mean the IBM logo identified in Exhibit 1.
- 1.2 "Logo Usage Guidelines for Co-marketing" shall mean such guidelines as may be established by LICENSOR and modified from time to time, upon reasonable notice, by LICENSOR, providing for the use and display of the Licensed Mark. The current "Logo Usage Guidelines for Co-marketing" are identified in exhibit 2.
- 1.3 "Communications" shall mean the materials identified in Exhibit 3.

Section 2. LICENSEGRANT

- 2.1 LICENSOR grants LICENSEE a worldwide, non-exclusive, non-transferrable, right and license to use the Licensed Mark on the Communications in accordance with the terms of this Agreement.

Section 3. USEOFTHELICENSEDMARK

- 3.1 LICENSEE agrees to display and use the Licensed Mark solely in the form, manner and style required in the IBM Logo Usage Requirements for co-marketing.
- 3.2 LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration between LICENSOR and LICENSEE and the usage is for signboard appearing directly outside of the IBM lab at the University and on limited advertising of the lab/courses.

Section 4. OWNERSHIPOFTHELICENSEDMARK

- 4.1 All ownership rights in the Licensed Mark belong exclusively to LICENSOR. LICENSEE has no ownership rights in the Licensed Mark and shall acquire no ownership rights in the Licensed Mark as a result of its performance (or breach) of this Agreement. All use of the Licensed Mark or variations thereon shall inure solely to the benefit of LICENSOR. Upon termination of this Agreement, all rights of LICENSEE to use the Licensed Mark shall terminate immediately except as otherwise provided herein.
- 4.2 LICENSEE agrees:
1. not to take any action which will interfere with any of LICENSOR's rights in and to the Licensed Mark;
 2. not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
 3. not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
 4. not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which is similar to the Licensed Mark or which incorporates the Licensed Mark; and
 5. not to use any mark, anywhere, which is confusingly similar to the Licensed Mark.

Section 5. QUALITYCONTROL

5.1 The parties agree that LICENSOR may inspect the COMMUNICATIONS before they are distributed by LICENSEE. LICENSOR shall have forty-eight (48) hours within which to amend or approve the Communications. Approval by LICENSOR shall not be unreasonably withheld.

5.2 Failure to meet the quality standards set forth in this License shall be deemed to be a breach thereof which must be corrected to IBM's satisfaction within seven (7) days, (or the earliest update cycle, whichever comes first), of being put on notice. Until such breach is corrected LICENSEE may not use the Licensed Mark.

Section 6. PROTECTIONOFTHELICENSEDMARK

6.1 LICENSEE agrees to notify LICENSOR within ten (10) business days if LICENSEE becomes aware of:

1. any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensed Mark;
2. any acts of infringement or unfair competition involving the Licensed Mark; or
3. any allegations or claims whether or not made in a lawsuit, that the use of the Licensed Mark by LICENSOR or LICENSEE infringes the trademark or service mark or other rights of any other entity.

6.2 LICENSOR may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary or desirable to protect the validity and strength of the Licensed Mark at LICENSOR's sole expense. LICENSEE agrees to comply with all reasonable requests from LICENSOR for assistance in connection with any action with respect to the Licensed Mark that LICENSOR may choose to take.

6.3 LICENSEE shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Mark without LICENSOR's prior written approval.

Section 7. INDEMNITY

7.1 LICENSOR shall settle or defend all claims made by third parties against LICENSEE and shall thereby indemnify and hold LICENSEE, its officers, agents and employees, harmless from any and all claims made against LICENSEE for infringement or unfair competition arising from LICENSEE's use of the Licensed Mark in accordance with the terms of this Agreement. Following notice of an infringement claim or at any time LICENSOR deems appropriate, LICENSOR may provide LICENSEE a substitute logo for use under the terms and conditions of this Agreement.

7.2 Notwithstanding the above, LICENSOR shall not be liable for any consequential damages, loss or prospective profits, or lost business opportunities.

7.3 To qualify for such indemnification, LICENSEE must notify LICENSOR of any such claim in writing within ten (10) business days of LICENSEE's receipt of such claim, and allow LICENSOR to control and fully cooperate with LICENSEE in the defense of and all settlement negotiations related to such claim.

7.4 LICENSEE shall indemnify LICENSOR, its officers, agents and employees from and against any and all claims, damages, liabilities (including settlements entered into in good faith), suits, actions, judgments, penalties and taxes, civil and criminal, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection therewith, arising out of:

1. any act, omission, neglect or default of LICENSEE or its agents on or in connection with the distribution, promotion or marketing of Communications; or
2. Personal injury or any infringement of any rights (including copyrights) of any person by the sale, distribution, possession, or use of any Communications; or
3. LICENSEE's failure to comply with applicable laws with respect to the distribution, possession or use of any Communications.
4. any and all third party claims, suits, costs, damages, including punitive damages, liabilities of any kind, and attorneys fees incurred arising out of or related to LICENSEE's use of, or representation about the Licensed Mark or any third party's use of the Communications or its content or any of LICENSEE'S products or any other products associated with, used in, or marketed or provided through the Communications.

7.5 LICENSOR's indemnification obligation shall not exceed \$50,000.00.

Section 8. WARRANTY

8.1 LICENSOR represents and warrants that it is owner of the Licensed Mark and any corresponding trademark registrations and/or applications related thereto. LICENSOR makes no other warranties of any kind, either expressed or implied, with respect to the Licensed Mark.

Section 9. DURATIONANDTERMINATION

9.1 This Agreement and the rights and licenses granted hereunder, shall terminate on (5 Years after signing), unless earlier terminated in accordance with its terms or when the MOU between IBM India Ltd and " Hindusthan College of Engineering & Technology " is terminated.

9.2 Either LICENSOR or LICENSEE shall have the right to terminate the licenses granted in Section 2 with or without cause at any time on thirty (30) days written notice to the other party.

9.3 If LICENSEE breaches this Agreement, LICENSOR shall have the right to terminate the licenses granted in Section 2 in their entirety. If LICENSOR elects to terminate because of breach of this Agreement, LICENSOR will provide written notice to LICENSEE of the breach and LICENSOR's decision to terminate. If LICENSEE has not cured such breach within seven (7) days of the date of such notice, the licenses granted in Section 2 shall be terminated.

9.4 In the event that a license granted under this Agreement is terminated by LICENSOR under Section 9.2, LICENSEE shall have three (3) months after the date on which termination is effective (Wind-Up Period) to dispose of all Licensed Communications in its inventory. Upon termination of the Wind-Up Period, or immediately upon termination for breach, LICENSEE shall provide LICENSOR with proof of the destruction of all existing Communications which bear the licensed mark.

Section 10. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be sent by certified mail with return receipt requested to the other party's then current Executive Coordinator, or designee, at their respective addresses as set forth below. Notification of a change of address must be given in writing. All such mailed notices shall be deemed given and received upon the date indicated on the certified mail receipt.

International Business Machines Corporation
North Castle Drive
Armonk, NY 10504
Attn: Corporate Counsel, Trademarks

NAME OF COMPANY
ADDRESS
Attn: _____

Section 11. TRANSFEROFRIGHTS

11.1 LICENSEE may not, either directly or indirectly, sublicense, assign, or in any way encumber this license. Any attempt to do so shall be void and shall result in immediate termination of this License.

Section 12. ENTIREAGREEMENT

12.1 This Agreement and its attached Exhibits represent the entire agreement between the parties, and fully supersede any and all prior agreements or understandings between the parties pertaining to the licensing of the Licensed Mark by LICENSOR to LICENSEE. This Agreement may not be amended or modified, in whole or in part, except by a written instrument duly executed by all of the parties hereto.

12.2 The failure of any party to insist upon strict adherence to any provision of this Agreement, in whole or in part, on one or more occasions, shall not constitute a waiver of its right to insist upon the strict performance of that or any other provision or part thereof in the future.

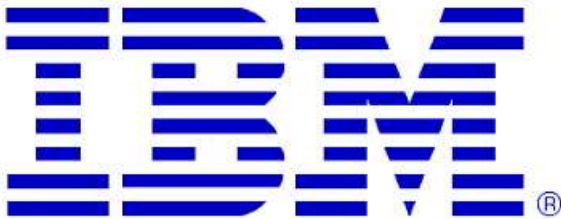
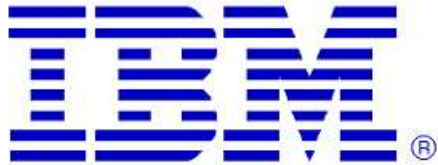
12.3 This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.

12.4 This Agreement will be governed by the substantive laws of India.

IBM India Private Ltd
By e-Signed by Jagadish K G

16

Exhibit 1
IBM Logo



e-Signed by Dr. Priya Satish Prabu

e-Signed by Jagadish K G

Exhibit 2

IBM Logo Usage Guidelines for Marketing Materials and Websites

These Guidelines set forth the standards and requirements for use of the IBM Logo on Marketing Materials and Websites bearing the IBM Logo and the logo, trademark or trade name of another company.

Compliance with these Guidelines is required. In the event of a conflict between the terms and conditions of the Logo License Agreement and this Exhibit 2, this Exhibit 2 shall prevail.

Guidelines as to the Nature and Content of the Marketing Materials and Websites:

1. Use of the IBM Logo may occur only on Marketing Materials and Websites which clearly and explicitly communicate:
 - a. the scope and nature of the relationship between the parties;
 - b. the responsibilities of each of the parties.

The IBM Logo may not be used in such a way as to attribute to IBM a product or service not actually originating from IBM.

2. Marketing Materials and Websites may not contain any statements, imagery or other materials which are illegal or which may, in the sole judgment of IBM, be in bad taste or inconsistent with IBM's public image, or tend to bring disparagement, ridicule or scorn upon IBM.
3. The IBM Logo may not be placed or applied in a manner which may cause confusion as to the source or origin of the offering or communication.
4. The IBM Logo must always remain distinct and separate. The IBM Logo may not be combined with any other trademark or logo owned by another company nor may it be combined with any text, graphics, imagery or product identifiers. The IBM Logo may not be contained within the text of a sentence.
5. In a sponsorship, when used in proximity to one or more company identifiers, the IBM Logo should be placed and sized to match the visual weight and emphasis of all the other sponsors logos.
6. The use of the IBM Logo must clearly communicate the context or relationship IBM has with the company, event or offering. This may be done by the addition of "relationship text" in the headline, body copy and/or in association with the logo signatures of a communication.
7. The following trademark attribution statement shall be applied on the page on which the IBM Logo is being used or in the legal attribution segment of the Marketing Materials and Websites:

The IBM Logo is a registered trademark of IBM in the United States and other countries and is used under license. IBM responsibility is limited to IBM products and services and is governed solely by the agreements under which such products and services are provided.

Correct Appearance of the IBM Logo:

1. Do not create your own version of the IBM Logo.
2. Do not change the size, color or proportion of the artwork provided by IBM.
3. Always allow a "safe space" around the logotype that is equal to or greater than the height of the IBM Logo in use.
4. Do not place the IBM Logo on active backgrounds that may reduce legibility.
5. Always use the approved IBM Blue:

Color Specifications:

Pantone equivalent: PMS 2718C

Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black 0%

RGB equivalent: Red 90, Green 135, Blue 197

Broadcast equivalent: Red 22%, Green 42%, Blue 70%

ATTACH EXHIBIT 3

Illustration – Sample only



IBM

IBM

IBM Software Lab for Emerging Technologies

Initiative of the Career Education Program

In collaboration with:
XXXXXXXXXXXXXXXXXX



e-Signed by Dr. Priya Satish Prabu

e-Signed by Jagadish K G