Shri Ramswaroop Memorial University (SRMU Lucknow) 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 **Shri Ramswaroop Memorial University (SRMU Lucknow)** Village Hadauri, Post Tindola, Lucknow - Deva Road, Barabanki, Uttar Pradesh 225003

WHEREAS, Shri Ramswaroop Memorial University (SRMU Lucknow) 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 or 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 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 Shri Ramswaroop Memorial University (SRMU Lucknow) 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.

1

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 Shri Ramswaroop Memorial University (SRMU Lucknow) 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 Shri Ramswaroop Memorial University (SRMU Lucknow) 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 25, 2020

IBM India Private Limited	**Shri Ramswaroop Memorial University (SRMU Lucknow)**
By: e-Signed by Jagadish K G	By: e-Signed by Dr. A K Singh
Name: Jagadish K G	Name: Dr. A K Singh
Title: SWGS Operations Leader	Title: Vice Chancellor (SRMU)

Attachment 1

Roles and Responsibilities

Foreseen benefits of the collaboration for Shri Ramswaroop Memorial University (SRMU Lucknow)
- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software
- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
- Opportunity to learn from the practitioners in the industry from IBM or business partners
- Opportunity for students and faculty members to avail professional and global certification on IBM Software
- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, Security, SW Engg. etc.
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time
- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
- Opportunity to conduct various seminar and workshops with IBM in the institution
- Opportunity to co-market with IBM to promote Programs
- Propagation of IBM Software and technology knowledge & skill to various students and faculty members

IBM and Shri Ramswaroop Memorial University (SRMU Lucknow), acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and Shri Ramswaroop Memorial University (SRMU Lucknow) are keen to cooperate in a way that shall benefit Shri Ramswaroop Memorial University (SRMU Lucknow) students pursuing a career in the industry.

Shri Ramswaroop Memorial University (SRMU Lucknow) shall rollout **Under-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 Shri Ramswaroop Memorial University (SRMU Lucknow) 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 thru the IBM Business Partner. 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 Shri Ramswaroop Memorial University (SRMU Lucknow).

Following are the proposed roles and responsibilities:
a) IBM
- Participate in Curriculum Design for Co-Branded Progams & BoS
- To supply course material for the students as required
- Provide the participation certificates for all the students who have successfully completed the course
b) IBM Business Partner
- Provide orientation workshops for the faculty nominated by Shri Ramswaroop Memorial University (SRMU Lucknow) for the program
- Deploy SMEs for covering deliver Courses (including practical/Lab hours) agreed as per the curriculum, for students as mutually agreed as per the curriculum
c) Shri Ramswaroop Memorial University (SRMU Lucknow)
- 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
- Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM designated Business Partner resources
- Confirm and process the payments to IBM Business Partner in advance on agreed schedule.

e-Signed by Dr. A K Singh   e-Signed by Jagadish K G

Details of Programs Under the collaboration

Joint Programs course Details

B-Tech in Computer Science with Specialization in Cloud & Artificial Intelligence (in association with IBM)

B-Tech in Computer Science with Specialization in Cloud & Artificial Intelligence (in association with IBM)							
Semester	Course Name	Training to be conducted by IBM Partner SME	Duration (Hours)	Courseware To be provided by	Mode	Fees per Student (in INR) Taxes as per applicable rates	Payable by
1	Python +Clean Coding	IBM Partner SME	32	IBM	Blended - Online + Class Room	7000	30/08/Y1
2	HTML + Javascript	Online (Remote IBM Partner SME)	32	IBM	Online, Self Study	7000	15/12/Y1
2	Java Fundamentals	IBM Partner SME	32	IBM	Blended - Online + Class Room		
3	Design Thinking	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based	10000	15/5/Y2
3	DevOps	IBM Partner SME	32	IBM	class room, Online, Self Study		
4	REST API +Node JS	Online (Remote IBM Partner SME)	32	IBM	class room, Online, Self Study	10000	15/12/Y2
4	Cloud Application Development	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based		
5	Deployment of Private Cloud	IBM Partner SME	32	IBM	Blended - Online + Class Room	10000	15/05/Y3
5	Microservices (Dockers & Kubernates)	Online (Remote IBM Partner SME)	32	IBM	class room, Online, Self Study		
6	Big Data Fundamentals	Online (Remote IBM Partner SME)	32	IBM	class room, Online, Self Study	10000	15/12/Y3
6	Data Science	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based		
7	Artificial Intelligence	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based	10000	15/5/Y4
7	Sectoral Analytics	IBM Partner SME	32	IBM	Self Study, Workshop		

e-Signed by Dr. A K Singh   e-Signed by Jagadish K G

B-Tech in Computer Science with Specialization in Data Science & Artificial Intelligence (in association with IBM)

Semester	Course Name	Training to be conducted by IBM Partner SME	Duration (Hours)	Courseware To be provided by	Mode	Fees per Student (in INR) Taxes as per applicable rates	Payable by
	B-Tech in Computer Science with Specialization in Data Science & Artificial Intelligence (in association with IBM)						
1	Python +Clean Coding	IBM Partner SME	32	IBM	Blended - Online + Class Room	7000	30/08/Y1
2	HTML + Javascript	Online (Remote IBM Partner SME)	32	IBM	Online, Self Study	7000	15/12/Y1
2	Java Fundamentals	IBM Partner SME	32	IBM	Blended - Online + Class Room		
3	Design Thinking	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based	10000	15/5/Y2
3	DevOps	IBM Partner SME	32	IBM	Online, Self Study		
4	Data Visualization	Online (Remote IBM Partner SME)	32	IBM	Online, Self Study	10000	15/12/Y2
4	Cloud Application Development	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based		
5	Descriptive Analytics	IBM Partner SME	32	IBM	Blended - Online + Class Room	10000	15/05/Y3
5	NoSQL + Mongo DB	Online (Remote IBM Partner SME)	32	IBM	Online, Self Study		
6	Big Data Fundamentals	Online (Remote IBM Partner SME)	32	IBM	Online, Self Study	10000	15/12/Y3
6	Data Science	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based		
7	Artificial Intelligence	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based	10000	15/5/Y4
7	Deep Learning	IBM Partner SME	32	IBM	Self Study, Workshop		

BBA with Specialization in Business Analytics (in association with IBM)

Semester	Course Name	Training to be conducted by IBM Partner SME	Duration (Hours)	Courseware To be provided by	Mode	Fees per Student (in INR) Taxes as per applicable rates	Payable by
	BBA Specialization in Analytics (in association with IBM)						
1	Analytics for All	IBM Partner SME	32	IBM	Blended - Online + Class Room	7000	30/08/Y1
2	Python	IBM Partner SME	32	IBM	Blended - Online + Class Room	7000	15/12/Y1
3	Design Thinking	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based	8500	15/5/Y2
4	Business Intelligence	IBM Partner SME	32	IBM	Blended - Online + Class Room	8500	15/12/Y2
5	Predictive Analytics	IBM Partner SME	32	IBM	Blended - Online + Class Room	8500	15/05/Y3
6	Sectoral Analytics	Online (Remote IBM Partner SME)	32	IBM	Self Study + Case Studies, Workshop	8500	15/12/Y3

Minor Specializations

B-Tech in Computer Science with Minor Specialization in Cloud & Artificial Intelligence (in association with IBM)							
Semester	Course Name	Training to be conducted by IBM SME	Duration (Hours)	Courseware To be provided by	Mode	Fees per Student (in INR) Taxes as per applicable rates	Payable by
Semester 5/7	Cloud Application Development	IBM Partner SME	32	IBM	Blended - Online + Class Room	10000	15/05/Y3
Semester 6/8	Artificial Intelligence	IBM Partner SME	32	IBM	Blended - Online + Class Room	10000	15/12/Y3

B-Tech in Computer Science with Minor Specialization in Data Science & Artificial Intelligence (in association with IBM)							
Semester	Course Name	Training to be conducted by IBM Partner SME	Duration (Hours)	Courseware To be provided by	Mode	Fees per Student (in INR) Taxes as per applicable rates	Payable by
Semester 5/7	Data Science	IBM Partner SME	32	IBM	Blended - Online + Class Room	10000	15/05/Y3
Semester 6/8	Artificial Intelligence	IBM Partner SME	32	IBM	Blended - Online + Class Room	10000	15/12/Y3

e-Signed by Dr. A K Singh   e-Signed by Jagadish K G

BBA Specialization in Analytics (in association with IBM)							
Semester	Course Name	Training to be conducted by IBM Partner SME	Duration (Hours)	Courseware To be provided by	Mode	Fees per Student (in INR) Taxes as per applicable rates	Payable by
Sermester 3/5	Design Thinking	IBM Partner SME	32	IBM	Blended - Online + Class Room + Project Based	8500	15/5/Y2
Sermester 4/6	Business Intelligence	IBM Partner SME	32	IBM	Blended - Online + Class Room	8500	15/12/Y2

Orientation Session

Orientation training on Digital Technologies for 2020 shall be conducted, for a minimum number of 300 students. Fees for Orientation training on Digital Technologies is INR 1250 + taxes per student. The total fee payable shall be basis the total number of students enrolled for the orientation program.

Commercial Terms
The above prices are applicable for admission year 2020, for subsequent admission the fees shall be mutually agreed and amendment shall be signed.

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

Minimum number of students to be enrolled for 2020 admission across the program is 200.

The fee towards orientation session shall be considered as the association initiation fees.

e-Signed by Dr. A K Singh   e-Signed by Jagadish K G

Trademark License Agreement for Co-marketing of the IBM Logo

Trademark License Agreement ("Agreement") made as of <u>September 25, 2020</u>**, between IBM India Ltd, a Indian corporation (hereinafter "LICENSOR"), Shri Ramswaroop Memorial University (SRMU Lucknow) Village Hadauri, Post Tindola, Lucknow - Deva Road, Barabanki, Uttar Pradesh 225003 (hereinafter "LICENSEE").**

Section 1. <u>DEFINITIONS</u>

"Licensed Mark" shall mean the IBM logo identified in Exhibit 1.

"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.

"Communications" shall mean the materials identified in Exhibit 3.

Section 2. <u>LICENSEGRANT</u>

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. <u>USEOFTHELICENSEDMARK</u>

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.
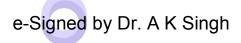
LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration between LICENSOR and LICENSE and the usage is for signboard appearing directly outside of the IBM lab at the University and on limited advertising of the lab/courses.

Section 4. <u>OWNERSHIPOFTHELICENSEDMARK</u>

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.

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.**

e-Signed by Dr. A K Singh   e-Signed by Jagadish K G

Section 5. <u>QUALITYCONTROL</u>

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.

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. <u>PROTECTIONOFTHELICENSEDMARK</u>

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.

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.

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. <u>INDEMNITY</u>

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.

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

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.

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.

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

Section 8. <u>WARRANTY</u>

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

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 " Shri Ramswaroop Memorial University (SRMU Lucknow) Village Hadauri, Post Tindola, Lucknow - Deva Road, Barabanki, Uttar Pradesh 225003

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.

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.

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

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.

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.

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.

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

e-Signed by Dr. A K Singh   e-Signed by Jagadish K G

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first set forth above.

IBM India Private Ltd

By e-Signed by Jagadish K G

Shri Ramswaroop Memorial University (SRMU Lucknow)

By e-Signed by Dr. A K Singh

Name: Dr. A K Singh

Title: Vice Chancellor (SRMU)

Exhibit 1

IBM Logo

e-Signed by Dr. A K Singh   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
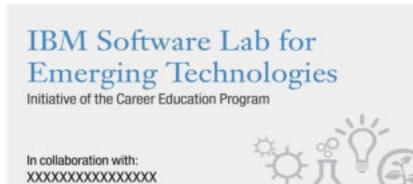Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black 0%
RGB equivalent: Red 90, Green 135, Blue 197
Broadcast equivalent: Red 22%, Green 42%, Blue 70%

e-Signed by Dr. A K Singh   e-Signed by Jagadish K G

ATTACH EXHIBIT 3

Illustration – Sample only.

IBM Software Lab for Emerging Technologies
Initiative of the Career Education Program

In collaboration with:
XXXXXXXXXXXXXXXX

e-Signed by Dr. A K Singh

e-Signed by Jagadish K G