
TECHNICAL HUB PEGA Training Agreement

This agreement to provide training services is made and entered into on the date of countersignature by and between:

Aditya College Of Engineering & Technology, ADB Road, Aditya Nagar Surampalem which shall here by be referred to as "ACET"

and

Technical Hub Private Limited with its registered office at D No.86-4-12/3, G V S Apparao Street, Tilak Road, VL Puram Rajahmundry East Godavari, Andhra Pradesh- 5331 01, India (hereinafter referred to as "Technical Hub" and which shall include its successors and permitted assigns) on behalf of itself and its Affiliates.

This Memorandum of Understanding (MOU) sets for the terms and understanding between ACET and the Technical Hub to provide training and certification related services.

Upon signing this MOU, ACET and Technical Hub shall work together for services which are more fully described below, the Parties hereby agree to the Terms and Conditions as follows:

TERMS AND CONDITIONS:

1 . References.

"We," "us," and "ours" refer to Technical Hub. "You" and "your" refers to ACET.

2. Breach and termination.

If either Party breaches the Agreement and does not cure the breach within 30 days after the other Party sends the Party in breach a written notice of such breach, or if the breach cannot be cured, the other Party may terminate the Agreement by written notice to such Party. Upon termination of the Agreement due to uncured breach of the Technical Hub shall have no further liability or obligation to the ACET. In any case each Party will be entitled to terminate the Agreement with immediate effect if the other Party breaches obligations of Confidentiality and/or Ethics and Compliance. Parties agree that they will notify the other Party in writing if it believes the other Party has breached the Agreement and the Party in breach shall have 10 business days following receipt of notice to cure such breach, Neither Party shall exercise any right to suspend or terminate the Agreement or any product or services provided under the Agreement or make any claim to damages unless the other Party fails to cure the breach within such ten (10) business day period.

3. Representations and Liabilities -

Technical Hub hereby represents and warrants that

- (i) The training provided to the trainees of ACET is strictly for educational purposes only and we shall not be held responsible for any mishaps during or after the completion of the training.

- (ii) The training will be delivered by skilled and certified individuals and under no circumstances we will be held responsible if the trainee attending the session is unable to keep up to our phase.
- (iii) We will deploy reasonable security measures and comply with all the applicable data protection laws with respect to any personal data shared by ACET with Technical Hub.

4. Ethics and Compliance

Each Party warrants and represents that it complies with, and it has introduced respective policies ensuring compliance with regulations and standards required from it as a professional provider of services or products, including but not limited to labor, anti-money laundering, prevention of financing terrorism and anti-bribery and fraud prevention regulations. The other Party will not be under any circumstances responsible for any legal consequences of noncompliance or lack of due diligence during the execution of the Agreement.

5. Eligible workforce

Each Party will ensure that individuals it uses when executing the Agreement are eligible and competent, and all statutory obligations are taken into consideration before hiring. Each Party will respond to the other Party's reasonable request regarding the change of personnel assigned by it to execute the Agreement.

6. Deliverables and Responsibilities

- (i) Our trainings will be delivered by trained professionals in a phased manner for 3 hours a day. ACET is responsible to ensure that all trainees attend these sessions without any hurdles.
- (ii) ACET is required to bear the hosting and maintenance charges for the software deployed during the training
- (iii) ACET to provide adequate infrastructure to ensure smooth delivery of the training. This includes but is not limited to internet, projectors, seating arrangements, projectors, and mics.
- (iv) ACET is required to allow all trainees to attend placement drives whenever one is held.

7. Indemnification.

Each Party shall indemnify, defend and hold harmless the other from and against any third-party claims, including all related liabilities, losses, damages and expenses (including reasonable attorneys' fees) to the extent arising from the indemnifying parties (i) gross negligence or willful misconduct in connection with the Agreement, (ii) violation of applicable law or regulation in connection with the Agreement, and (iii) other breach of the Agreement. This indemnification provision is solely for the benefit of the Parties and is not intended to create any rights in any other Party. Neither Party shall have indemnification obligation(s) other than as set forth in this paragraph.

8. Ownership and License of Materials.

- (a) Ownership. Pegasystems retains ownership of all right, title and interest in and to the Pega Academy Courses, including the materials and curriculum, and all intellectual property rights therein, and all modifications, improvements, enhancements, translations and derivative works thereto, regardless of creator.

9. **Confidential Information.** Means all non-public information provided by or on behalf of a Party to the other Party unique to disclosing party's business. For the avoidance of doubt, Confidential Information also includes any information that is protected as confidential by applicable law. Each Party agrees to receive and hold any Confidential Information in confidence and agrees:
- (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
 - (ii) not to reveal, report, publish, disclose or otherwise use any Confidential Information except as specifically authorized by the Party that has disclosed the Confidential Information;
 - (iii) not to use any Confidential Information except as set forth in this Agreement;
 - (iv) not to use any Confidential Information to unfairly compete or to obtain advantage in any commercial activity;
 - (v) to restrict access to Confidential Information to those of its officers, directors and employees who have a need to know, have been advised of the Confidential nature of the Confidential Information, and who are under obligations of confidentiality; and
 - (v) to follow the other Party's on-site security procedures.

Proposed Delivery Schedule

1. Technical hub will deliver the training to the students of Aditya College Of Engineering & Technology, ADB Road, Aditya Nagar, Surampalem-533437, Andhra Pradesh, in the manner specified as per details below:

The process to identify students eligible to enroll for the program is as under:

- a. Identify and sign up with interested & eligible students
- b. Technical Hub team with support from Pega UAP team shall demonstrate power of Pega platform to the prospective students in the colleges signed up with required visibility about the Pega IJAP program
- c. Technical Hub will conduct a third-party assessment for interested students of CSE, IT, ECE streams, EEE, Computer Science and Design, Data Scientist Computer Science and AI and other Computer Science branches as approved by AICTE.
- d. Students achieving the mutually decided cut off in the assessment will be eligible to enroll for the program.
- e. Technical Hub will enroll top eligible students.
- f. Technical Hub will take the enrolled students through a pre-course prior to the start of Pega IJAP course curriculum

Proposed schedule for the 2023 training along with the coverage thereof is as under:

Tech Course 1: PCSA 2022 (Feb 2023 to July 2023)

- a. Tech course 1 shall be conducted during the period February 2023 to July 2023
- b. Make the students develop multiple mini assignments and present it to Pegasystems
- c. Conduct PCSA certification assessment in June/July 2023
- d. Conduct Bootcamp post PCSA exam

- e. Students who successfully clear the PCSA assessment will be eligible to access Pega UAP Campus hiring. Technical Hub shall drive the placements activities with support from Pega UAP team
- f. Technical Hub will aim to achieve maximum up to 90% Pega placement offers during July 2023 to March 2024 subject to the fulfillment of partners visit for hiring based on the agreed demand and also availability of students to be hired.
- g. All the formats and framework designed for the Pega UAP should be kept confidential and shall not be used for purposes other than Pega UAP program, without prior written confirmation from Pega

Tech Course 2: PCSSA 2023 (September 2023 to December 2023)

- a. Tech Course 2 shall be conducted during the period September 2023 to December 2023
- b. Conduct PCSSA (Latest version available at that time) certification assessment in January 2024.
- c. Prior to PCSSA certification, a one-day Scrum Session and a real time project for 4 to 5 weeks shall be conducted.
- d. On successful completion of SCRUM and real time project work, student would be allowed to write the PCSSA 8.x certification
- e. The Certification would be conducted through Pearson Anywhere proctored exam or on-Vue proctored mode. This depends on the pandemic situation and guidelines provided by Central and State government.
- f. Successful Completion of Pega UAP Program (Tech Course 1, Mini Assignment, Tech course 2 and Project) is mandatory to join the respective companies in Pega ecosystem through the program.

Proposed training plan shall commence as follows:

- a. Pega-approved instructors of Technical Hub will deliver the program.
- b. 1.5 full time instructor should be utilized to deliver the curriculum for each 100 students enrolled to the program
- c. Students will be given access to our Learning Management Systems (LMS) to enable 24x7 learning and revision. Recorded videos will be made available through LMS platform until the end of this agreement.
- d. In addition to the recorded videos, students will also be provided with student guides, exercise guides and any other material as necessary from time to time through the LMS platform
- e. For the student lab exercises, Technical will provide labs through Pega's resources will enable the AMI image of TC I & TC II VM installation on AWS accounts purchased by ACET.
- f. 24x7 learning shall be open through Pega Academy and personal assistance shall be provided for practical learning.
- g. Our team will regularly review monthly internal assessments in proctored mode and weekend assessment on Aptitude, English and Reasoning skills conducted through the LMS portal.
- h. Proctored final assessment shall be conducted by proctors from Pegasystems for each certification being PCSA in June/July 2023 and PCSSA in January 2024.

Certification Target

Technical Hub shall work diligently to achieve 90% certification for both PCSA and PCSSA for the training program.

Campus Hiring 2023

- a. Students who have successfully cleared the PCSA assessment will be eligible to access Pega exclusive campus hiring.
- b. Campus placement will be facilitated through exclusive drives for our trainees.
- c. Technical Hub aims to achieve a minimum of 90% unique Pega placement offers during July 2023 to March 2024 subject to the fulfillment of partner visits for hiring based on the agreed demand and also the availability of students to be hired.

Validity

This agreement is valid from the day it is signed until the 31st of December 2023. Upon expiry of this agreement a new agreement shall be forwarded based on both parties willingness to continue with the program.

Both the parties mentioned below hereby agree to all the terms mentioned in this agreement.

Technical Hub Private Limited

Aditya College Of Engineering & Technology

Name: Neelam V S Murthy (Babji)

Title: CEO

Date: 2nd February 2023



Name: Dr. Dola Sanjay S

Title: Principal

Date: 2nd February 2023



CAPTIVE UAP INDIA IMPLEMENTATION PARTNER AGREEMENT

This CAPTIVE UAP India Implementation Partner Agreement (this "Agreement") is made and entered into on the date of countersignature by and between:

Pegasystems Worldwide India Private Limited with its principal place of business at Building No.12A, 13th Office Level, Mindspace Cyberabad, Madhapur, Hyderabad – 500081, Telangana, India (hereinafter referred to as "Pegasystems" and which shall include its successors and permitted assigns) on behalf of itself and its Affiliates.

AND

Technical Hub Private Limited with its registered office at D No.86-4-12/3, G V S Apparao Street, Tilak Road, VL Puram Rajahmundry East Godavari, Andhra Pradesh- 533101, India (hereinafter referred to as "Captive UAP India Implementation Partner" and which shall include its successors and permitted assigns) on behalf of itself and its Affiliates.

Pegasystems and Captive UAP India Implementation Partner are hereinafter where the context so requires, collectively referred to as the "Parties" and individually as "Party".

Pegasystems and Captive UAP India Implementation Partner shall work together for services which are more fully described in Annexure I to this Agreement or such other Annexures as may be executed between the Parties during the Term (defined hereinbelow) and in consideration of their mutual promises and obligations, the Parties hereby agree to the Terms and Conditions as follows:

GENERAL TERMS AND CONDITIONS:

1. **References.** "We," "us," and "ours" refer to Pegasystems. "You" and "your" refers to Captive UAP India Implementation Partner.
2. **Breach and termination.** If either Party breaches the Agreement and does not cure the breach within 30 days after the other Party sends the Party in breach a written notice of such breach, or if the breach cannot be cured, the other Party may terminate the Agreement by written notice to such Party. Upon termination of the Agreement due to uncured breach of the Captive UAP India Implementation Partner, Pegasystems shall have no further liability or obligation to the Captive UAP India Implementation Partner. In any case each Party will be entitled to terminate the Agreement with immediate effect if the other Party breaches obligations of Confidentiality and/or Ethics and Compliance. Parties agree that they will notify the other Party in writing if it believes the other Party has breached the Agreement and the Party in breach shall have 10 business days following receipt of notice to cure such breach. Neither Party shall exercise any right to suspend or terminate the Agreement or any product or services provided under the Agreement or make any claim to damages unless the other Party fails to cure the breach within such ten (10) business day period.
3. **Representations and Warranties –**
 - a. **Pegasystems.** Pegasystems hereby represents and warrants that (i) the products and services provided by them in accordance with the terms of this Agreement shall be fit for the purpose of training and shall not contain any bugs or viruses and shall not destroy or damage the systems on which the products are installed, downloaded or accessed ; (ii) products and services provided by it shall not infringe third party rights including intellectual property rights; and (iii) it shall employ reasonable security measures and comply with all the applicable data protection laws with respect to any personal data shared by the Captive UAP India Implementation Partner with Pegasystems.



- b. **Captive UAP India Implementation Partner.** Captive UAP India Implementation Partner hereby represents and warrants that (i) the products and services provided by them in accordance with the terms of this Agreement shall be fit for the purpose of training and only employees of the Captive UAP India Implementation Partner and the Third Party can use Pega's products/services on a need to know basis during the Term of this Agreement only; (ii) it shall employ its best security measures and comply with all the applicable data protection laws with respect to any and all data shared by Pegasystems with the Captive UAP India Implementation Partner and must delete the same after the Term of this Agreement; it must send a written declaration after no more than 30 business days after Term of this agreement notifying Pegasystems of deletion of all its data classified as confidential or otherwise.
4. **Ethics and Compliance** – Each Party warrants and represents that it complies with and it has introduced respective policies ensuring compliance with regulations and standards required from it as a professional provider of services or products, including but not limited to labor, anti-money laundering, prevention of financing terrorism and anti-bribery and fraud prevention regulations. The other Party will not be under any circumstances responsible for any legal consequences of noncompliance or lack of due diligence during the execution of the Agreement.
5. **Eligible workforce** – Each Party will ensure that individuals it uses when executing the Agreement are eligible and competent, and all statutory obligations are taken into consideration before hiring. Each Party will respond to the other Party's reasonable request regarding the change of personnel assigned by it to execute the Agreement.
6. **Subcontractors** – Unless otherwise provided in the Agreement you will not use any subcontractors without our explicit prior approval except the third party agreed to by us in this Agreement. If you want to replace the third party so agreed a written approval from us will be required to dismiss the already existing third party and for the new third party being considered. You will be responsible for any actions taken by all such third parties and subcontractors as for your own actions.
7. **Governing law and jurisdiction.** The governing law, jurisdiction and venue is determined as set forth in the following table:

Entity	Governing Law	Jurisdiction and Venue
Pegasystems Worldwide India Private Limited	India, Telangana	Hyderabad, India

The Parties consent to the jurisdiction of the courts in the relevant jurisdiction set forth above and waive any argument based on inconvenient forum.

8. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other from and against any third-party claims, including all related liabilities, losses, damages and expenses (including reasonable attorneys' fees) to the extent arising from the indemnifying party's (i) gross negligence or willful misconduct in connection with the Agreement, (ii) violation of applicable law or regulation in connection with the Agreement, and (iii) other breach of the Agreement. This indemnification provision is solely for the benefit of the Parties and is not intended to create any rights in any other Party. Neither Party shall have indemnification obligation(s) other than as set forth in this paragraph.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE UNDER ANY CLAIM, DEMAND OR ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE AGREEMENT FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, OR LOSS FROM BUSINESS DISRUPTION), REGARDLESS OF WHETHER SUCH PARTY, ITS EMPLOYEES, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT IN THE EVENT OF BREACH OF CLAUSE 12 (OWNERSHIP), CLAUSE 14 (CONFIDENTIAL INFORMATION) OR CLAUSE 3 (REPRESENTATIONS AND WARRANTIES). EACH PARTY'S TOTAL LIABILITY FOR DAMAGES ARISING OUT



OF OR IN CONNECTION WITH THE AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL IN NO EVENT EXCEED INR 20 LAKHS.

10. **Audit Rights.** You shall maintain records relating to any products or services provided under the Agreement, during the term of the Agreement and at least for seven years following its termination or expiration or longer if the local law provides so. Upon reasonable prior notice, we, or an independent auditing company designated by us, may conduct an audit of (i) the reasonable care and preparation. You undertake to facilitate best possible services by your personnel and/or contractors (ii) your financial records relating to the services, and (iii) your internal control processes used to perform the services
11. **Warranty.** In addition to any warranty you otherwise provide in the Agreement, you represent and warrant (i) that any services you provide and your performance under the Agreement will not violate any applicable law, rule or regulation, including but not limited to the EU General Data Protection Regulation 2016/679 and other data privacy and protection regulations, or any contracts with third parties, to the extent applicable; (ii) that you possess and shall continue to possess during the term of the Agreement all licenses and permits necessary to provide the services set forth in the Agreement; and (iii) that all services rendered under this Agreement will be performed in a professional manner consistent with industry standards (iv) that you have obtained valid consents from the data subjects for receiving their personal data after providing them with an accurate privacy notice stating that their data will be processed for purpose(s) outlined in such policy, including providing it to the program partners, and the context and method of the collection were transparent and clear to the data subjects; (v) it holds records of relevant valid consents and shall produce these records on Pegasystems's request.
12. **Ownership and License of Materials.**
 - (a) **Ownership.** Pegasystems retains ownership of all right, title and interest in and to the Pega Academy Courses, including the materials and curriculum, and all intellectual property rights therein, and all modifications, improvements, enhancements, translations and derivative works thereto, regardless of creator.
 - (b) **License.** Pegasystems grants Captive UAP India Implementation Partner a non-exclusive, non-transferable, non-sublicensable, limited license during the Term of this Agreement to use the materials to provide Pega Academy Courses. Captive UAP India Implementation Partner may not use, reproduce, modify, distribute, publicly display or prepare derivative works of the materials, except as expressly permitted under this Agreement or with specific permission from Pegasystems in writing
 - (c) **limitations.** Unless specifically authorized by law, to the extent that the materials consist of software or are provided in electronic form, Captive UAP India Implementation Partner may not reverse engineer, decompile, disassemble, or otherwise attempt to determine source code or protocols from such materials, and Captive UAP India Implementation Partner may not sublicense or provide any third party with access to such materials unless expressly permitted under this Agreement or with specific permission from Pegasystems in writing.
13. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered under this Agreement or prepared by or on behalf of Pegasystems in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by Pegasystems.
14. **Confidential Information.** Means all non-public information provided by or on behalf of a Party to the other Party unique to disclosing party's business. For the avoidance of doubt, Confidential



Information also includes any information that is protected as confidential by applicable law. Each Party agrees to receive and hold any Confidential Information in confidence and agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to reveal, report, publish, disclose or otherwise use any Confidential Information except as specifically authorized by the Party that has disclosed the Confidential Information; (iii) not to use any Confidential Information except as set forth in this Agreement; (iv) not to use any Confidential Information to unfairly compete or to obtain advantage in any commercial activity; (v) to restrict access to Confidential Information to those of its officers, directors and employees who have a need to know, have been advised of the Confidential nature of the Confidential Information, and who are under obligations of confidentiality; and (v) to follow the other Party's on-site security procedures.

15. **Assignment.** Neither Party may assign any rights or obligations under the Agreement without the prior written consent of the other Party which shall not be withheld unreasonably, other than in connection with a merger or sale of substantially all of your equity or assets to a person or entity that does not compete, directly or through affiliates, with us.
16. **EEO obligations.** Pegasystems is an equal opportunity employer. Consequently, the Parties agree that, as applicable, they will abide by the requirements of the laws related to equal opportunity and they are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements relating to employee rights under federal labor laws.
17. **Publicity.** You shall not issue any press release concerning the Agreement, and shall not use our name, logo, trade name, trademarks, or other proprietary information or materials of Pegasystems, without our prior written consent, which may be revoked at any time, and any use shall comply with any brand guidelines we provide to you.
18. **Modification.** No modification, waiver, amendment or discharge of the Agreement shall be valid unless it is in writing and signed by both Parties.
19. **Authority.** Each Party represents that the individual(s) signing the Agreement on its behalf has the full power and authority to enter into and bind the party to the Agreement
20. **Changes to the Agreement -** We will be authorized to change the Agreement. In such case we will send you the changed Agreement and you will be entitled to raise your objections to changes within 30 days. If you do not raise any objections the changed Agreement will apply after the abovementioned 30 days.
21. **Counterparts.** The Agreement may be executed in counterparts.

SPECIFIC TERMS AND CONDITIONS:

22. Term:

The Parties agree that term of the Agreement shall be effective for a term of 1 (one) year from the date of countersignature (the "Term"), which may be renewed by mutual agreement. The Agreement may be terminated by the Parties in accordance with Clause 23 (Termination) of the Agreement.

23. Termination.

23.1.1. Either Party may terminate this Agreement for convenience by providing thirty (30) days written notice to the other Party.

23.1.2. Unless otherwise provided in this Agreement, either Party may terminate this Agreement in the event of a material breach of any of its terms and conditions. The non-defaulting party shall provide ten (10) business days' prior written notice to the defaulting party, specifying the purported breach. If the defaulting party cures the particular breach within



ten (10) business days of the date of such notice, this Agreement shall continue in full force and effect as if the notice had not been issued. If the defaulting party fails to cure such breach, this Agreement shall terminate ten (10) business days from the date of the termination notice. In the event that this Agreement expires or is terminated for any reason, Captive UAP India Implementation Partner each Party shall promptly return or destroy all copies (in whatever form, whether full or partial) of all Confidential Information which is in Captive UAP India Implementation Partner such party's possession or under its control. Within ten (10) days after termination, Captive UAP India Implementation Partner each party shall provide written confirmation to the other Party that all copies of Confidential Information have been returned to other Party or have been destroyed.

24. **Entire Agreement** – This Agreement (including all Annexures) shall constitute the entire Agreement between the Parties relating to the subject matter hereof and shall supersede all prior negotiations, agreements and understandings between the Parties relating to the subject matter of this Agreement.
25. **Waiver** – No waiver of any provision of this Agreement shall be effective unless made in writing. No waiver by either Party of any breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach or as a continuing waiver of such breach of this Agreement. In addition, failure to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term.
26. **Notice** – All notices permitted or required under this Agreement shall be directed to the address set forth on the first page hereof or to such address as either Party may from time to time specify by written notice to the other. All notices shall be transmitted in one or more of the following ways:
 - 26.1.1. In writing, delivered in person: effective upon delivery.
 - 26.1.2. Mailed by first class registered or certified mail, return receipt requested, postage prepaid: effective ten (10) days after mailing; or,
 - 26.1.3. Sent by telex, or other telecommunications medium providing a verifiable transcript: effective upon receipt.
27. **Excuse of Performance** – Neither Party shall be responsible or liable for delays or failures in its performance resulting from acts beyond its reasonable control to the extent such constitutes a "force majeure", with the Party being delayed or failing in its performance the "affected party". "Force majeure" shall include, but not be limited to: riots, wars, or hostilities within or between any nations; acts of God, fires, storms, floods, earthquakes, hurricanes, and other natural disasters; disease, epidemics, pandemics, or health emergencies; strikes or labor disputes of third parties (excluding strikes, labor disputes or disruptions by personnel of the party claiming excuse of performance); shortages or curtailments of supplies; power, communication line or other utility service disruptions; or embargos, travel bans, and other governmental restrictions or recommendations that affect a Party's performance or materially impact the purpose of the Agreement.
28. **Cumulative Remedies** – No remedy or election of remedy under this Agreement shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or equity.
29. **Survival** – Each Party's rights and obligations pursuant to Confidentiality, Limitation of Liability, Indemnity and General Conditions shall survive the termination and/or expiration of this Agreement.
30. **Non-Solicitation** – Each Party covenants and agrees that during the Term of this Agreement, it (and its personnel) will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising or any other basis, any employee or independent contractor employed by the other Party during the Term of this Agreement except if such employee applies at his/her own will and responds to a vacancy or contacts for referral another employee after termination of this Agreement.



31. Code of Conduct: Captive UAP India Implementation Partner is expected to conduct themselves ethically and with integrity. For this, Pegasystems have drafted a Supplier Code of Conduct available at <https://www.pegasystems.com/about/leadership/governance/supplier-code-conduct>. Captive UAP India Implementation Partner confirms that it has read the Code and acknowledges that it has necessary processes to:

- i. Conduct its business with integrity,
- ii. Does not tolerate child labor, slavery, human trafficking,
- iii. Provides a safe workplace,
- iv. Maintains accurate books of accounts and records,
- v. Will fully comply regulations concerning anti-corruption and bribery, anti-money laundering and counterterrorism,
- vi. Adopt policies and practices to reduce environmental impact and follow applicable environmental laws.

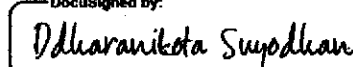
32. COVID-19 Waiver of Liability & Indemnification:

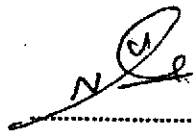
- 32.1. Captive UAP India Implementation Partner voluntarily and fully assumes all risks related in any way to COVID-19 for its personnel while carrying out the services agreed between the Parties in this Agreement
- 32.2. Prior to visiting the Pegasystems Office, Captive UAP India Implementation Partner agrees to educate and create awareness amongst all its personnel on the symptoms associated with COVID-19 and confirms that Captive UAP India Implementation Partner will fulfil necessary requirements including health screening and use of contract tracing application, Arogya Sethu or other mandated application to limit the spread of the COVID-19 virus.

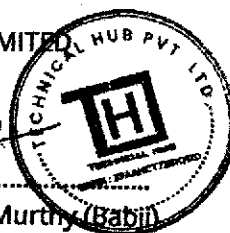
IN WITNESS WHEREOF, the Parties have each caused this Agreement to be signed and delivered by its duly authorized officers as of the date of countersignature.

PEGASYSTEMS WORLDWIDE INDIA PVT. LTD.

TECHNICAL HUB PRIVATE LIMITED

DocuSigned by:

 By:
 Name: Ddharanikota Suyodhan
 Title: Director and Head of Legal-India
 Date: 22 December 2022

By: 
 Name: Neelam V S Murthy (Rabin)
 Title: Chief Executive Officer
 Date: 5/12/2022





Annexure I

Background & Scope:

About Pega: Pegasystems is the leader in cloud software for customer engagement and operational excellence. The world's most recognized and successful brands rely on Pega's AI-powered software to optimize every customer interaction on any channel while ensuring their brand promises are kept. Pega's low-code application development platform allows enterprises to quickly build and evolve apps to meet their customer and employee needs and drive digital transformation on a global scale. For more than 35 years, Pega has enabled higher customer satisfaction, lower costs, and increased customer lifetime value. Pegasystems Inc. and its subsidiaries are part of a network of affiliated companies engaged in the business of, among other things, developing, marketing, licensing and supporting software solutions.

About Technical Hub private limited: Technical Hub is a company that focuses on bringing out the best in an individual by helping them expose their true talent. Our primary focus is to help individuals from various backgrounds get trained, certified and placed. Our uniquely curated model together with our team expert trainers has helped our trainees reach their goals for years. Our areas of expertise include but aren't limited to training, certification exam preparation, career guidance and counselling and interview preparation

Pega University Academic Program (UAP) was initiated as an effort to help Pega's clients and partners find certified Pega talent. In short, the UAP India Implementation Partners with local colleges and universities to offer intelligent Business Process Management (iBPM) content using Pega as the chosen technology, in the form of a university level course. Pega trains and certifies the selected faculty to teach the course. Students who complete the course are subsequent eligible to sit for the Pega Certified System Architect (PCSA) and Pega Certified Senior System Architect (PCSSA) certifications, Pega's flagship industry certifications. The result is that the student now possesses valuable iBPM, DCM, and Low Code knowledge and highly sought-after technology certification. This benefits the university, which now offers additional relevant technology in its curriculum and Pega's clients and partners have a certified pool of talent to offer internships/entry level opportunities.

1. UAP India Captive Implementation Partner will be conducting the program for the students of all the three engineering colleges of Aditya Educational Institutions, ADB Road, Aditya Nagar, Surampalem-533437, Andhra Pradesh, mutually decided by the parties, in the manner specified as per details below:

Pega UAP 2023 is scheduled as under:

As agreed, parties will agree on inclusion of 3 engineering colleges of Aditya Educational Institutions in Aditya nagar, Surampalem-533437 and enrollments for Pega UAP 2023. The process to identify students eligible to enroll for the program is as under:

- a. Identify and sign up with interested & eligible students
- b. Technical Hub UAP team with support from Pega UAP team shall demonstrate power of Pega platform to the prospective students in the colleges signed up with required visibility about the Pega UAP program
- c. Technical Hub will conduct a third-party assessment for interested students of CSE, IT, ECE streams, EEE, Computer Science and Design, Data Scientist Computer Science and AI and other Computer Science branches as approved by AICTE.
- d. Students achieving the mutually decided cut off in the assessment will be eligible to enroll for the program.



- e. Technical Hub will enroll top 200 eligible students.
- f. Technical Hub will take the enrolled students through a pre-course prior to the start of Pega UAP course curriculum

Proposed schedule for the Pega UAP 2023 along with the coverage thereof is as under:

Tech Course 1: PCSA 2022 (Feb 2023 to July 2023)

- a. Tech course 1 shall be conducted during the period February 2023 to July 2023
- b. Make the students develop multiple mini assignments and present it to Pegasystems
- c. Conduct PCSA certification assessment in June/July 2023
- d. Conduct Bootcamp post PCSA exam
- e. Students who successfully clear the PCSA assessment will be eligible to access Pega UAP Campus hiring. Technical Hub shall drive the placements activities with support from Pega UAP team
- f. Technical Hub will aim to achieve maximum up to 90% Pega placement offers during July 2023 to March 2024 subject to the fulfillment of partners visit for hiring based on the agreed demand and also availability of students to be hired.
- g. All the formats and framework designed for the Pega UAP should be kept confidential and shall not be used for purposes other than Pega UAP program, without prior written confirmation from Pega

Tech Course 2: PCSSA 2023 (September 2023 to December 2023)

- a. Tech Course 2 shall be conducted during the period September 2023 to December 2023
- b. Conduct PCSSA (Latest version available at that time) certification assessment in January 2024.
- c. Prior to PCSSA certification, a one-day Scrum Session and a real time project for 4 to 5 weeks shall be conducted.
- d. On successful completion of SCRUM and real time project work, student would be allowed to write the PCSSA 8.x certification
- e. The Certification would be conducted through Pearson Anywhere proctored exam or on-Vue proctored mode. This depends on the pandemic situation and guidelines provided by Central and State government.
- f. Successful Completion of Pega UAP Program (Tech Course 1, Mini Assignment, Tech course 2 and Project) is mandatory to join the respective companies in Pega ecosystem through the program.

UAP Program Key Details:

Key features of the Pega UAP Program are brought out hereunder:

(A) Tech Course 1:

1. Training delivery in Year three, Semester two
2. Pre-Tech Course I along with System Architect Essential 8.x (135 hrs. which includes 103 Hours of UAP delivery and 32 hours of pre-requisites, assessment, etc.,)
3. Requirement gathering, writing specifications and use and best practices of DCO session would be covered
4. Technical Hub trainers will build a question bank of new questions and share with Pega UAP team for confirmation. The number of questions to be decided in consultation with Pega UAP team.
5. Pega UAP team will review the questions and prepare different sets and share with Technical Hub operation team to conduct Internal assessments
6. Technical Hub trainers will brainstorm use cases for new assignments and share the same with Pega UAP team for confirmation



7. Mini assignments to be assigned to the students to develop an understanding of the same during the course and successfully complete the assignments and present.
8. Technical Hub team arrange the presentation event and invite folks from Pega and Pega clients and partners to witness the assignment presentation and provide their valuable feedback to the students
9. Student must undergo Bootcamp session
10. Students must succeed (Pass) in the Certified System Architect (PCSA 8.x) exam to be eligible of Pega Campus hiring.

(B) Tech Course 2:

1. Training delivery in Year four, Semester One
2. Senior System Architect 8.x (120 hrs. which includes 97 Hours of UAP delivery and 23 hours of assessments, etc.)
3. Deep dive knowledge on Pega 8.x platform would be taught
4. Mini exercises shall be assigned to students to ensure they gain hands on expertise.
5. Student must succeed (Pass) in the Pega Certified Senior System Architect (PCSSA 8.x) exam before he/she can join the recruiting company
6. Technical Hub trainers will build the question bank of new questions and share with Pega UAP team for confirmation. The number of questions to be decided in consultation with Pega UAP team.
7. Pega UAP team will review the questions and prepare different sets and share with Technical Hub operation team to conduct Internal assessments
8. Scrum Session and Real-Life Pega Project -
 - a) Shall be Delivered before CSSA Certification exam
 - b) Technical Hub trainers will support the delivery of SCRUM sessions to be delivered by Pega SCRUM coaches of India region.
 - c) Technical Hub trainers will brainstorm use cases for new project and share the same with Pega UAP team for confirmation
 - d) Project rollout and review will be delivered by Technical Hub Trainers
 - e) Technical Hub trainers will drive the project along with Tech Course 2 and submit the artifacts and project reports with Pega
 - f) Pega may arrange a few "Speak to Expert" sessions to benefit the students.

Pega UAP Delivery Plan agreed between the parties is as under:

- a. Pega-approved instructors of Technical Hub shall deliver the program with the support of respective colleges
- b. 1.5 full time instructor should be utilized to deliver the curriculum for each 100 students enrolled to the program
- c. Given the pandemic situation, the delivery will be facilitated via interactive online sessions held on Technical Hub digital delivery platform. Physical in-campus delivery will be conducted only when it is safe for students and trainers to gather in a physical classroom based on health advisories.
- d. Students will be given access to Technical Hub's Learning Management Systems (LMS) to enable 24x7 learning and revision. Recorded videos will be made available through LMS platform until the end of Pega UAP 2024.
- e. In addition to the recorded videos, students will also be provided with student guides, exercise guides and any other material as necessary from time to time through the LMS platform
- f. For the student lab exercises, Pega will enable and provide Readytech Axis as the admin portal and Technical Hub will enable the AMI image of TC I & TC II VM installation on Technical Hub AWS.



- g. 24x7 learning shall be open through Pega Academy and personal assistance shall be provided for practical learning.
- h. Ongoing regular review by Pega team shall include review monthly internal assessments in proctored mode and weekend Technical Hub assessment on Aptitude, English and Reasoning skills conducted through the LMS portal.
- i. Proctored final assessment shall be conducted by proctors from Pegasystems for each certification being PCSA in June/July 2023 and PCSSA in January 2024.
- j. The Artefacts related to UAP TC I and TC II published in Technical Hub LMS must be visible only to the UAP enrolled students. These artefacts should not be used in any form to promote any other program of Technical Hub.

Certification Target

Technical Hub shall work diligently to achieve mutually agreed numbers of colleges and enrollments for Pega UAP 2023. Focus will also be on getting an 90% certification for both PCSA and PCSSA for Pega UAP 2023.

Campus Hiring 2023

- a. Students who have successfully cleared the PCSA assessment will be eligible to access Pega exclusive campus hiring. Technical Hub shall drive the placements.
- b. Campus placement will be facilitated through Pega exclusive drives for Pega Partners and Customers.
- c. Technical Hub aims to achieve a minimum of 90% unique Pega placement offers during July 2023 to March 2024 subject to the fulfillment of partner visits for hiring based on the agreed demand and also the availability of students to be hired.

Marketing Activities for UAP 2022-23

- a. Attract the best students from the existing pool of students to join the program
- b. Make Pega University program aspirational for the best students in all the engineering colleges of Aditya Educational Institutions
- c. Students should aspire to pick Pega technology as a career in the universities/colleges
- d. Educate college management & students about Pega technology and markets and benefits of being in Pega ecosystem.
- e. Increase the brand value, and quality of the program in the colleges.

Points of Contact:

<u>Pegasystems:</u>	
Name	Sarada Satapathy
Designation	Senior Manager, Technical Enablement & UAP
Email ID	Sarada.Satapathy@in.pegacom
<u>Technical Hub</u>	
Name	Neelam V S Murthy (Babji)
Designation	CEO