



## ORACLE ACADEMY PARTNER AGREEMENT

“You” and “Your” refers to the entity that has executed this Oracle Academy Partner Agreement (“Agreement”) for the use of the Academy Program from Oracle India Private Limited (“Oracle”) subject to the terms of this Agreement.

### A. DEFINITIONS

“Academy Program” refers to the Oracle Academy partner program and Materials provided under this Agreement pursuant to the then-current Oracle Academy partner program description set forth on the Academy Website.

“Class” refers to an educational class (i) that You provide under the terms of this Agreement; (ii) whose attendees include only individuals who are (a) Students then-currently enrolled in an accredited educational institution in a degree or diploma-granting program or (b) Instructors who will teach courses at an accredited educational institution in a degree or diploma granting program that will include Academy Program resources and whom you are training in a train-the-trainer model under the terms of this Agreement; (iii) that an Instructor teaches for the sole purpose of teaching; and (iv) that You provide for educational purposes only.

“Student” means a student enrolled in a Class.

“Instructor” refers to an individual that You authorize to teach a Class and who meets the requirements in the Your Responsibilities section below and in Exhibit B.

“Instructor Materials” refers to the teaching materials provided by Oracle under this Agreement for Instructors to teach Classes, which may include without limitation instructor manuals, Student Materials, online curriculum and labs, presentation materials, and related documentation.

“Student Materials” refers to the materials provided by Oracle under this Agreement for use by Students in conjunction with the applicable Class, which may include without limitation Student guides, online curriculum and labs, reference guides, and documentation.

“Materials” refers to Student Materials and Instructor Materials, collectively.

“Academy Website” refers to the Oracle web site located at <http://academy.oracle.com/>.

### B. ORACLE’S RESPONSIBILITIES

Oracle shall provide the Academy Program with respect to the Class offerings and activities listed in Exhibit A. Oracle may adjust or discontinue the Academy Program and/or Class offerings or its activities at its sole discretion with at least thirty (30) days notice.

Further, Oracle may cancel or reschedule an event at its sole discretion and, in such event, Oracle will use reasonable efforts to notify You at least one (1) week in advance. Oracle is not liable for travel or accommodation costs incurred by You if Oracle must cancel or reschedule an event.

### C. YOUR RESPONSIBILITIES

You shall undertake the Oracle Academy program responsibilities listed in Exhibit B and as provided on the Academy Website in accordance with the terms of this Agreement.

### D. RIGHTS GRANTED

Subject to the terms of this Agreement, You may (i) access and use the Academy Program for teaching Classes only; (ii) allow each Student in a Class to access and use the Student Materials supplied via Your online learning environment solely for the purpose of participating in the Class to which the Materials apply, provided that You are responsible for their compliance with this Agreement; and (iii) allow each Instructor to access and use the Materials supplied via Your online learning environment solely for the purpose of teaching the Class to which the Materials apply.

#### Distribution Restrictions

If You obtain electronic copies of Student and Instructor Materials, then subject to the terms of this Agreement, You may distribute copies of such Materials: (i) to each Student in the Class for the sole purpose of taking that Class and

(ii) to the Instructor teaching the relevant Class for the sole purpose of conducting that Class or teaching other instructors how to teach a Class. You may download such relevant Materials directly from Oracle only. Oracle may cease providing support for Materials at its sole discretion.

**E. OWNERSHIP AND RESTRICTIONS**

Oracle or its licensors retain all ownership and intellectual property rights to the Academy Program. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to You under this Agreement resulting from the Academy Program.

**F. RECORDS AND AUDITS**

You shall maintain books and records relating to the provision of Classes under this Agreement. Upon forty-five (45) days written notice, Oracle may audit Your Classes and Your use of the Academy Program, and other Materials acquired by You under this Agreement. You agree to cooperate with our audit and provide us with reasonable assistance and access to information. You agree to pay within thirty (30) days of written notification any underpaid fees. If You do not pay, Oracle can end Your support, licenses and this Agreement immediately. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

**G. TERM AND TERMINATION**

This Agreement shall be effective upon execution by You and acceptance by Oracle (the "Effective Date"), and shall remain in effect for a period of four (4) years (the "Term") unless terminated as provided herein.

Either party may terminate this Agreement for convenience at any time upon ninety (90) days written notice. If either party breaches a material term of this Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. In the event an Instructor behaves in an unprofessional manner (as determined by Oracle) while teaching a Class or attending training, Oracle reserves the right to terminate the Agreement and/or terminate such Instructor's participation upon written notice to You, effective on the date of the notice. Oracle may immediately terminate this Agreement upon written notice in the event You violate the Oracle Partner Code of Conduct and Business Ethics, as set forth below.

All rights granted to You under this Agreement, including those associated with the Academy Program, Classes, and Materials, shall automatically terminate upon termination or expiration of this Agreement unless the term is renewed by written agreement of the parties. Upon termination or expiration of this Agreement, You will return or destroy all Materials provided to You under this Agreement. Provisions that survive termination of this Agreement include those relating to limitation of liability, payment, and others which by their nature are intended to survive.

**H. WARRANTIES AND DISCLAIMERS**

**ORACLE PROVIDES THE ACADEMY PROGRAM "AS IS" WITHOUT WARRANTY. ORACLE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. YOU SHALL NOT MAKE ANY WARRANTY ON ORACLE'S BEHALF.**

You warrant and represent that Your acceptance of free Academy Program membership (i) will not influence public procurement or any public decision; and (ii) is permitted under Your applicable local laws, regulations and internal policies.

**I. LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT OR ONE THOUSAND U.S. DOLLARS (INR 82,846.30).**

**J. NONDISCLOSURE**

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information shall be limited to the terms of this Agreement and



information required for the performance of obligations under this Agreement that is clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three (3) years from the date of disclosure. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing shall prevent either party from disclosing the terms under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the Confidential Information to a governmental entity as required by law.

#### **K. ORACLE LOGO AND TRADEMARKS**

Oracle grants You a non-exclusive, non-transferable right to use, during the term of this Agreement, the Oracle Academy logo on Your marketing Materials solely to promote Classes in conjunction with Your other course offerings. Your use of the Oracle Academy logo shall strictly comply with the Oracle Academy Logo Guidelines set forth at [https://academy.oracle.com/pages/academy\\_guidelines.pdf](https://academy.oracle.com/pages/academy_guidelines.pdf). You shall not use the Oracle Academy logo in a manner that misrepresents Your relationship with Oracle or is otherwise misleading, or that reflects negatively on Oracle. All products and services in connection with which You use the Oracle Academy logo shall conform to Oracle's quality standards and meet or exceed industry standards. You shall cooperate with Oracle to allow for review of Your use of the Oracle Academy logo and compliance with Oracle's quality standards. If Oracle, in its sole discretion, determines that Your use of the Oracle Academy logo is not in compliance with this Agreement, You shall promptly modify or discontinue Your use of the Oracle Academy logo as directed by Oracle. Oracle may change the Oracle Academy logo and Oracle Academy Logo Guidelines, and, upon reasonable notice from Oracle, You shall promptly modify Your use of the logo to conform to any such changed Oracle Academy logo or Oracle Academy Logo Guidelines. You acknowledge that You are granted no rights with respect to Oracle trademarks except as expressly set forth herein, and agree that any use of the Oracle Academy logo by You shall inure to the sole benefit of Oracle. You agree to provide reasonable assistance to Oracle in connection with the protection and prosecution of Oracle trademarks. You agree not to use Oracle trademarks or potentially confusing variations of Oracle trademarks (including "Ora") as a part of any of Your trademarks, product names, service names, company name, or Internet addresses.

#### **L. EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Materials. You agree that such export control laws govern Your use of the Materials (including technical data) and any other deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, and/or Materials (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

#### **M. PARTICIPATION AND PRIVACY**

You agree that Oracle may publicize Your participation in Oracle Academy. This includes, but is not limited to, details about Your participation. Further, Oracle may collect certain information from You in connection with Your registration for, and Oracle's provision of, certain products and services. Oracle will abide by the Oracle Privacy Policy, a current version of which is set forth at <http://www.oracle.com/privacy>.

#### **N. OPT-IN TO MARKETING**

As an Academy partner, You will need to know about membership and participation in the Academy program as a partner, new related products and services, conferences, events and training. Notwithstanding any selection to opt out of receiving electronic marketing from Oracle that You may make during the Term of this Agreement, Your participation in the Academy program as a partner will serve as an opt-in to receive Oracle marketing that may be deemed relevant to Academy partners. You are responsible for providing any notices and obtaining any consents, if required, from any person who are signed up to the Oracle Academy program on Your behalf.

#### **O. ENTIRE AGREEMENT**



You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), are the complete Agreement for the Academy Program ordered by You, and that this Agreement supersedes all prior or contemporaneous Agreements or representations regarding the Academy Program. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement. It is expressly agreed that the terms of this Agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the Academy Program ordered. This Agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing, except that Oracle may provide notice of changes to its Oracle Academy program offering, including changes to the Academy Program, by posting such information to Oracle Academy members at the Academy Website.

## P. OTHER

1. Oracle is an independent contractor and the parties agree that no partnership, joint venture, or agency relationship exists between the parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. The relationship between the parties is not exclusive.
2. This Agreement is governed by the substantive and procedural laws of India and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in New Delhi in any dispute arising out of or relating to this Agreement.
3. If You have a dispute with Oracle or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle India Private Limited at 7th, 8th & 9th Floor, One Horizon Center, DLF Golf Course Road, DLF City V, Sector 43, Gurugram, Haryana 122003, India, Attention: General Counsel, Legal Department.
4. You may not assign this Agreement or give or transfer the Materials or an interest in them to another individual or entity.
5. Except for actions for nonpayment, breach of Oracle's proprietary rights, Partner's break of confidentiality, and/or Partner's or an Instructor's unprofessional conduct, no action, regardless of form arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.
6. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at <http://partner.oracle.com> (select Membership / Agreements & Policies). You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of this Agreement without any liability incurred by Oracle to You.

**Aditya Academy**

N. Satish Reddy  
Authorized Signature

Printed Name: **Dr N. Satish Reddy**

Title: **Vice Chairman**

25-05-2023  
Signature Date

**Oracle India Private Limited**

Digitally signed by  
Ganesh Kulkarni  
Signed by: GANESH KULKARNI  
Signing Time: 5/25/2023 11:58:53 PM PDT  
© ORACLE INDIA PRIVATE LIMITED, OU: Senior Manager  
ID: Kulkarni, G. N.  
Issuer: eMudhra Sub CA for Class 3 Organization 2022

Authorized Signature

Printed Name

Title

Signature Date





## ORACLE ACADEMY PARTNER AGREEMENT – EXHIBITS ONLY

### Exhibit A

#### Oracle Responsibilities

Oracle will:

1. Support Aditya Academy as a partner to implement the Oracle Academy program for the identified participating institutions over four years. The participating institutions will be identified within a mutually agreed implementation plan.
2. Provide assistance to Aditya Academy to develop an agreed implementation plan.
3. Provide operational assistance in support of Aditya Academy launch of the Oracle Academy program.
4. Provide enablement for identified educators on the Oracle Academy program via supported self-study offerings. This will be included in the implementation plan.
5. Provide operational assistance to use and deliver the Oracle Academy program for Aditya Academy and the participating institutions.

### Exhibit B

#### Partner Responsibilities

The partner will:

1. Provide program management as follows:
  - a. Jointly develop an agreed implementation plan for the program.
  - b. Provision to budget, recruit and designate 2 officials as point of contact to support the implementation and provide regular updates to Aditya Academy and Oracle Academy. The selection to be done jointly by Oracle Academy and Aditya Academy.
  - c. Recruit identified institutions and faculty who will participate in the program.
  - d. Ensure that a designated representative from each participating institution that is authorized to legally bind the institution signs the applicable Oracle Academy Agreement(s) required to support the goals of this Partner Agreement.
  - e. Ensure that each participating institution complies with the applicable Oracle Academy Agreement(s) terms and conditions.
2. Jointly plan and implement the launch of the Oracle Academy program including public announcements.
3. Support identified institutions and faculty to use and deliver the Oracle Academy program.
4. Conduct jointly quarterly reviews, to be scheduled in the implementation plan, to measure the progress of the partnership.