



Celonis
Academic Co-operation Agreement

between

Celonis SE
Theresienstrasse 6,
80333 Munich,
Germany

- "Celonis" -

and

University Name: Aditya College of Engineering
Address 1: Aditya Nagar, ADB Road
Address 2: Surampalem
State: Andhra Pradesh
Pin code: 533437

- "University" -

- Celonis and University each also a "Party" and collectively "Parties" -

WHEREAS,

- A Celonis is a world leading provider of process mining technology.
- B University is a world leading academic institution that endeavours to educate its students in the latest technology; and
- C Celonis and University wish to cooperate in the academic area through making available their technology, trainings and personnel and respectively adding such technology to the curriculum of academic activities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1 Establishment of Academic Cooperation
 - 1.1 The Parties herewith establish an academic co-operation for the Term (as defined below) and shall have the right to refer to each other as "Academic Co-operation Partners".
 - 1.2 The Parties shall each define a designated primary contact person for the purposes of performance and management of the Agreement. Changes of the designated contact person shall be notified to the other Party in e-mail or in writing without undue delay.

2 Celonis' Obligations

2.1 During the Term, Celonis shall make available to

2.1.1 each of University's students and other academic users (the "Academic Users");
and

2.1.2 University for the purposes of educating its own personnel and creating
respective curricular materials, analyses and related information

academic versions of its relevant then-currently available academic software, cloud
services and related product(s) for process mining (the "Academic Product(s)") under
its then-current academic use terms (available under [https://www.celonis.com/terms-
and-conditions](https://www.celonis.com/terms-and-conditions), such terms referenced as the "Academic Use Terms").

For clarity, in relation to the rights of use under Section 2.1.1, the Academic Use Terms will
be entered directly and individually between each Academic User and Celonis. In
relation to the rights in Section 2.1.2, University shall have the right to invite its personnel
as permitted users in accordance with the respective Academic Use Terms.

2.2 University acknowledges that nothing in this Agreement is intended to be binding on
Celonis regarding any course of business, product strategy, and/or development, and
that Celonis shall remain free to modify, exchange or discontinue providing any specific
technology to University or the public in general, it being understood that an Academic
Product will remain available to University's Academic Users as long as Celonis continues
its academic program in general and offers its technology for licensing by Academic
Users.

2.3 Celonis shall make available online training courses to University's academic personnel
and system administrators in charge of the relevant curricular activities. The scope,
duration and frequency of such courses, and the number of University personnel
admitted to such trainings shall be defined by Celonis in its reasonable discretion.
Additional training outside the scope of free training offered by Celonis requires prior
separate agreement between the Parties and will be charged to University at Celonis'
then-current training rates.

2.4 Celonis and University may agree on additional activities to be performed by Celonis in
view of the Academic Partnership during the Term, including workshops or academic
presentations and tutorials in which Celonis' personnel may educate University
personnel and/or Academic Users in relation to the Academic Products. Scope, duration,
frequency, reimbursement of expenses and other costs for such additional activities are
subject to prior agreement between the Parties.

2.5 ANY CELONIS MATERIALS MADE AVAILABLE TO UNIVERSITY UNDER THIS AGREEMENT ARE
PROVIDED 'AS IS' AND WITHOUT WARRANTY, AND ONLY FOR THE TERM OF THE AGREEMENT.

3 University's Obligations

3.1 Subject to Celonis' continued compliance with providing the Academic Product to
Academic Users, University shall include the Academic Products into its curricular
activities and educate Academic Users in related academic fields. The contents and

scope of such curricular activities will be decided by university in close cooperation with Celonis.

- 3.2 University's representatives must be reasonably capable of effectively delivering the value proposition of process mining and must be generally knowledgeable about the Academic Products.
- 3.3 University shall conduct its academic activities under this Agreement in a manner that will not adversely affect the high image, credibility, and reputation of Celonis and the Celonis products and services.
- 3.4 University shall make no false or misleading representations regarding Celonis or the Celonis products and services and shall make no representations to Academic Users with respect to the specifications or features of the Academic Products except for those representations that were previously approved in writing or published by Celonis.
- 3.5 University shall promptly advise Celonis concerning any information that may come to University's attention as to charges, complaints, or claims about Celonis or the Celonis products or services.

4 Right to Use Name and Logos, Intellectual Property Rights

- 4.1 During the Term, each Party shall have the right to refer to the other Party as its "Academic Co-Operation Partner" and may use the other Party's name and logo(s) for the purposes of advertising the Academic Co-Operation Partnership, program and activities, both through print media and in online marketing and academic materials and contents (such as LinkedIn, social channels, University program materials, etc.). The Parties shall provide each other with exact specifications of the names and logos that may be used in this context. Prior to the first use of each material respectively content, the Parties shall make the envisaged materials and/or content to the other Party for their approval through e-mail or in writing.
- 4.2 Each Party may at any time in its free discretion withdraw the right to names and logos, or provide modified instructions, in writing or through e-mail.
- 4.3 Nothing contained in this Agreement will constitute or be construed as a transfer of ownership of any of the intellectual property rights of a Party, its affiliates or licensors, or to otherwise transfer ownership of any proprietary rights. Except for the limited rights granted in this Agreement, all proprietary and intellectual property rights in the Celonis products, Celonis materials, and in the name, logo and other trademarks of Celonis are and shall be owned by and remain with Celonis. Neither Party shall use, register, nor attempt to register, any trade name, trademark, service mark, design or domain name which, in whole or in part, incorporates or is confusingly similar to any trademarks of the other Party.
- 4.4 Celonis Product Scripts and Schema. Celonis may make available to University as part of the Academic Products Celonis product-related scripts, schema and/or code that can be used to create process analysis implementations for the Celonis product platform (collectively, the "Celonis Schema"). Where Celonis Schema are made available to University, University is granted for the Term of this Agreement a limited, non-

exclusive, revocable license to use and modify the Celonis Schema for purposes of conducting internal training of its personnel and providing curricular activities on the Academic Products, and performing its other rights and obligations defined in this Agreement. University will be owner of all right, title and interest in and to any modifications University makes to the Celonis Schema, subject, always, to Celonis' underlying ownership interest in and to all of the Academic Products and Celonis materials from which University's modifications derive.

5 Personal Data and Data Security

For clarity, if University or Academic Users utilize the Academic Products made available under this Agreement with any Personal Data, then Annex B (Data Processing Agreement) of Celonis' Cloud Services Agreement as referenced by the Academic Use Terms shall apply to provide Celonis and University's (respectively Academic User's) respective obligations with respect to the protection and security of such Personal Data. For purposes of this Agreement, (i) "Personal Data" means any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws; and (ii) "Data Protection Laws" means all laws, rules, regulations, decrees, or other enactments, orders, mandates, or resolutions relating to privacy, data security, and/or data protection, and any implementing, derivative or related legislation, rule, and regulation as amended, extended, repealed and replaced, or re-enacted, as well as any applicable industry self-regulatory programs related to the collection, use, disclosure, and security of personal information.

6 Term and Termination

6.1 The Agreement shall commence on the date of signature by both Parties (the "Effective Date") and shall continue in effect for a period of twenty-four (24) months (the "Initial Agreement Term"). It and shall thereafter, subsection to Section 6.2, automatically renew for additional twelve (12) months' terms each (each a "Renewal Agreement Term", the Initial Agreement Term and all Renewal Agreement Terms together, the "Agreement Term") unless terminated in accordance with the following provisions.

6.2 Either Party may, for its convenience, elect to not renew this Agreement by providing the other Party with six (6) months' prior written notice prior to the end of the then-current Agreement Term.

6.3 Either Party may terminate this Agreement for cause if:

- 6.3.1 the respective other Party neglects or fails to perform a material obligation, and such neglect or failure continues un-remedied for a period of thirty (30) days after written notice is sent to the defaulting Party by the other Party; or
- 6.3.2 the respective other Party becomes insolvent; proposes any dissolution, liquidation, composition, financial reorganization or similar proceedings with respect to its property or business, and such continues un-remedied for a period of one (1) month after written notice is sent by Party.

The right of Celonis to terminate further includes, without limitation, situations where University enters into a co-operation or similar form of partnership as the one contemplated in this Agreement with a direct competitor of Celonis.

- 6.4 The termination right in Section 6.3.2 and Celonis' termination right in the event of a co-operation with a competitor do not amount to a termination for breach of contract which may entitle the terminating Party to damages, i.e. in case a Party exercises these termination rights, it may not claim damages from the respective other Party.
- 6.5 Notwithstanding any further surviving obligations in accordance with Section 16.11, Celonis' obligations with respect to the continued provision of the Academic Products to University and the Academic Users are exclusively defined in the Academic Use Terms.

7 Independence

This Agreement does not constitute an appointment as an agent, legal representative, joint venture, legal partner, or employee of the other Party, and it is acknowledged that the parties that You shall be an independent from each other and in no way authorized to make any license, contract, agreement, warranty or representation on behalf of the other Party, or to create any obligations on behalf of the other Party. Except as otherwise mandated by applicable law, no other person or entity will be considered a third-party beneficiary of this Agreement or otherwise entitled to receive or enforce any rights or remedies in relation to this Agreement.

8 Confidentiality

- 8.1 Each Party acknowledges that the Confidential Information of each party is valuable, proprietary information. For purposes of this Agreement, "Confidential Information" means any information disclosed by a Party to the other Party concerning the discloser's business and/or affairs, including but not limited to information relating to a its operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided to the other Party: (a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; (b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 (ten) days; or (c) a reasonable person would understand to be confidential or proprietary at the time of disclosure.
- 8.2 All Confidential Information supplied by the one Party to the other Party pursuant to this Agreement, together with all copies thereof, will remain the property of the disclosing Party. During the Term and after termination or expiration of the Agreement for any reason whatsoever, each party shall keep the other Party's Confidential Information confidential, not disclose any Confidential Information to third parties and not use the other party's Confidential Information for any purpose other than the performance of its obligations under the Agreement.

- 8.3 The obligations of confidentiality shall not apply to information which (a) was publicly available at the time of the disclosure to the receiving Party, (b) subsequently becomes publicly available through no fault of the receiving Party, (c) is rightfully acquired by the receiving Party from a third party and not in breach of a confidential obligation with regard to such information, (d) is independently known by the receiving Party whether prior to or during the Term of the Agreement, (e) is required to be disclosed due to an order by a court, government, administrative, fiscal or judicial body that is acting within its powers, but only to the extent required to comply with the applicable order and provided that the receiving Party will cooperate with the other Party in the exercise of its right to protect the confidentiality of the Confidential Information, or (f) is disclosed with the written consent of the respective other Party.

9 **Feedback**

University may, at its sole discretion, provide input regarding Celonis' products and services including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of such products and/or services (collectively "Feedback"). Celonis shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to University and/or its representatives.

10 **Limitation of Liability**

10.1 SUBJECT TO SECTION 10.3, IN NO EVENT SHALL A PARTY ANY OF CELONIS' AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES, DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE PARTY IN BREACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 SUBJECT TO SECTION 10.3, IN NO EVENT SHALL A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ALL LIABILITIES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE) EXCEED TEN THOUSAND EUROS (EUR 10,000.00).

10.3 THE EXCLUSIONS IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW BUT THEY SHALL NOT APPLY TO: (A) LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR THAT OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) UNIVERSITY'S VIOLATION OR INFRINGEMENT OF CELONIS' INTELLECTUAL PROPERTY RIGHTS; OR (D) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW.

11 **Governing Law and Jurisdiction**

This Agreement shall be governed under the laws of England and Wales, excluding its conflicts of laws principles, and both Parties agree that all disputes arising out of the Agreement shall be subject to the exclusive jurisdiction and venue of courts located in London, England.

12 General

- 12.1 Amendments in Writing. No provision of this Agreement may be amended except by an agreement in writing signed by both Parties.
- 12.2 If any provision of this Agreement or the application of such provision to any person, entity, or circumstance is found invalid or unenforceable by a court of competent jurisdiction, the determination shall not affect the other provisions of this Agreement and all other provisions of this Agreement shall be deemed valid and enforceable.
- 12.3 Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by first class mail, return receipt requested, or via an international courier service (e.g. FedEx, DHL, UPS, etc.) to the addresses of the Parties listed below, and in the case of notices to Celonis, with a copy emailed to cfo@celonis.com. Notice so sent will be deemed effective one day after email and three days following deposit in the mail, proper postage prepaid or one day following delivery to an international courier, prepaid for overnight delivery.
- 12.4 The terms which by their nature are intended to survive termination or expiration of this Agreement shall survive any such termination and expiration including without limitation Sections 7 to 12.
- 12.5 This Agreement may be assigned by Celonis to any of its affiliates. Neither this Agreement, nor any right or obligation hereunder, may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by University without Celonis' prior written consent, such consent not to be unreasonably withheld.
- 12.6 This Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements, and understandings, if any, between the parties.

[Signature page to follow]

Signature Page:

Celonis SE

Munich Feb 27, 2023 | 4:16 PM MEZ

Place, Date

DocuSigned by:

Jerome Geyer-Klingenberg

Authorized Signature

Jerome Geyer-Klingenberg

Name in Capital Letters

Head of Academic Alliance

Function in Capital Letters

Place, Date

Authorized Signature 2 (if required)

Name in Capital Letters

Function in Capital Letters

Aditya College Of Engineering

Surampalem Mar 2, 2023 | 8:11 AM CET

Place, Date

DocuSigned by:

Dr. A Ramesh

Authorized Signature

Dr. A Ramesh

Name in Capital Letters

PRINCIPAL

Function in Capital Letters

Place, Date

Authorized Signature 2 (if required)

Name in Capital Letters

Function in Capital Letters



15 JUL 2022

CS 478116

L & T

Chennai. 89

M. KAILASH CHAN
STAMP VENDOR-L.No.11727/C/91
SAIDAPET, CHENNAI-15. 98401731

AGREEMENT

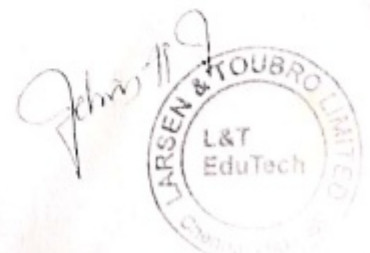
This Agreement is entered into at _____ on the _____ day of 10/8/2022.
Rajamundry

Between

L&T EduTech, a business vertical of Larsen & Toubro Limited, a Company organized and validly existing under the laws of India, having a registered office located at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai - 400001, India and its business vertical L&T EduTech having its office at TCTC 1st floor, Mount Poonamallee Road, Manapakkam, Chennai 600089, India hereinafter referred to as "L&T" or First Party, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIRST PARTY.

And

Handwritten signature



Aditya College of Engineering established under Section 2(f) and 12(B) of the UGC ACT of the UGC Act, 1956 and having its Registered Office at Aditya Nagar, ADB Road, Surampalem, East-Godavari District - 533437, Andhra Pradesh, India , hereinafter referred to as "ACE" or "Second Party" unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the, SECOND PARTY.

L&T and ACE are hereinafter referred to as such or collectively as "the Parties" and individually as "Party".

WHEREAS

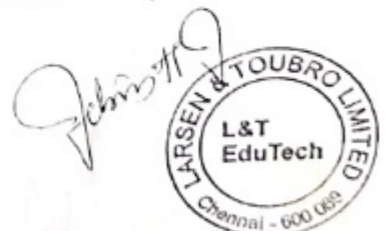
1. L&T is one of the leading engineering conglomerates operating at various parts of the globe providing technology, engineering, construction manufacturing and services including learning and assessment solutions and platforms through its EduTech business unit.
2. L&T EduTech is a new business unit from L&T, which aims to bridge the gap between Industry and Academia. The core objective would be to enhance the employability of students as well as aspiring professionals across various Engineering & Technology sectors. Keeping the focus on employability, L&T is set to launch a series of industry-led application-oriented courses under its product portfolio - L&T CollegeConnect ("CollegeConnect Program").
3. ACE has already been established as Aditya College of Engineering, a higher education institution in East- Godavari, Andhra Pradesh.
4. L&T will provide its CollegeConnect Program to the students of ACE.
5. ACE has accepted L&T's offer and agrees to enrol its students for the CollegeConnect Program.
6. The Parties are desirous of entering into this Agreement to set out their mutual understanding in this regard.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Scope of the Agreement

- 1.1. L&T is developing a solution to bridge the industry-academia gaps in present-day curricula for making it more application oriented, and in-tune with future skills.
- 1.2. ACE agrees to cooperate and provide the solicited inputs, infrastructure support etc. to L&T.
- 1.3. ACE and L&T has agreed to provide the CollegeConnect Series to the students of ACE in phases as set out in Annexure - 1 of this Agreement. The list of courses, unit price etc., is set out in Annexure - 1.
- 1.4. ACE shall facilitate the enrolment of students to the L&T CollegeConnect Program in such manner as set out in this Agreement.
- 1.5. L&T shall deliver the course content online as set out in Annexure - 1.
- 1.6. The Parties shall set up a committee consisting of two members from each Party, who shall monitor the progress under this Agreement on a periodic basis.

Handwritten signature



2. Payment Terms

- a. ACE shall pay L&T for the CollegeConnect Program offered by L&T for 6000 Number of Licenses at a unit rate of Rs 5000 + GST. The detailed payment terms are as set out in in Annexure-1.
- b. ACE shall pay L&T for the CollegeConnect Program offered by L&T in a manner as set out in Annexure-1.
- c. ACE will pay the Base Amount fees to L&T EduTech as an advance after signing of this Agreement prior to enrolment of students and will pay the balance fees in the manner set out in Annexure-1 of this Agreement
- d. The Invoice shall be raised by L&T. ACE shall make payment for enrolling students as indicated in the Terms & Conditions (Annexure-1). The roll-out for the learners shall commence only after receipt of payment for the semester.
- e. Prices of the CollegeConnect Program is excluding any taxes and duties. All the taxes and duties are extra and payable by the ACE as per the statutory norms and at the rates prevailing from time to time.

3. Obligations of ACE

ACE hereby agrees that it shall:

- a) maintain a complete list of students enrolled in the CollegeConnect Program and their contact information which shall be available for inspection by L&T as and when required. ACE shall intimate the students regarding the sharing of information with L&T.
- b) promote the CollegeConnect Program to students and to the general public in the manner that ACE generally promotes its courses. ACE will promote the CollegeConnect Program according to course descriptions given by L&T, and usage of L&T brand and logo would always be subjected to the proprietary terms and IP rights of L&T.
- c) make payment of CollegeConnect Programme (as per annexure-1) including applicable taxes and duties.

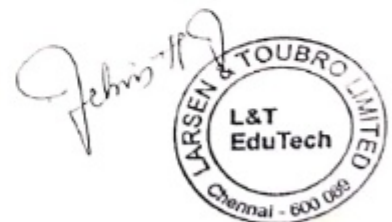
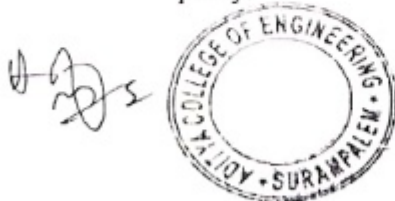
4. Obligations of L&T

L&T hereby agrees that it shall:

- a) review and ensure the quality of the course materials for the CollegeConnect Program, provide institutional and academic guidance, evaluation and oversight for the Program;
- b) set standards for student performance and the evaluation of that performance, including student progression and outcomes
- c) provide technical support to all enrolled students of ACE regarding the online platform through which the courses are offered

5. Representation and Warranties

- a. The Parties hereby represent and warrant to each other that:
 - i. entering into and performing of this Agreement does not and will not conflict with any law, governmental rule/regulation or cause a breach of any other agreement to which either of the Parties is a party.



- ii. it is duly organised and validly existing entity and it has the power and authority to enter into and perform this Agreement and the signatory to this Agreement is duly authorised by it.

6. Co-branding & Advertising

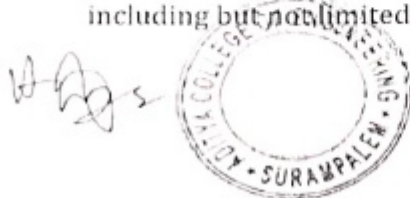
- a. ACE will be provided with the option of using co-branded materials in its marketing campaign, certificates, student acquisition programs, etc., only after the Parties mutually agree in writing the terms and conditions under which the courses offered by L&T and ACE will be co-branded.
- b. Usage of L&T brand and logo would always be subjected to the proprietary terms and IP rights of L&T.
- c. ACE shall be permitted to use the name, logo of L&T upon the execution of this Agreement, subject to prior written consent from L&T. ACE shall be entitled to use the name, Logo of L&T only in a form and format agreeable to L&T.

7. Term and Termination

- a. This Agreement shall be with effect from the date of signing hereto and shall remain valid for a period of four years unless terminated earlier.
- b. This Agreement may be terminated by either of the Parties by giving three months written notice to the other Party.
- c. This Agreement may be terminated by the Party if the other Party (i) breaches the terms and conditions of this Agreement, where such breach remains uncured within 7 days from the receipt of notice from the non-defaulting party (ii) violates and breaches the confidentiality and Intellectual Property terms as set out in this Agreement.
- d. In the event of any termination, the ongoing CollegeConnect Program shall be rendered to the students who had enrolled for the same prior to the termination of this Agreement. It is hereby clarified that the amounts paid by ACE prior to termination of this Agreement for availing the courses shall not be refunded under any circumstances.
- e. It is hereby agreed by the Parties that post termination of this Agreement for any reason, ACE shall cease to provide the CollegeConnect Program, either under the same name or a different brand name using the materials of L&T, to the students, and return all data, information of L&T that it may have access to and communicate to the students that the CollegeConnect Program will be no longer offered through ACE.

8. Confidentiality

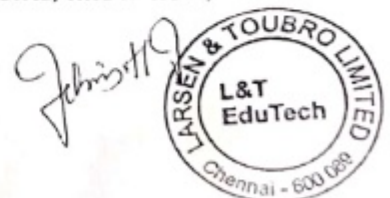
- a. The Parties hereby agree that each Party may have access to Confidential Information of the other Party. Each of the Parties agrees that it shall keep confidential all the information disclosed by the other Party and will use the same only for the purposes of this agreement.
- b. Each of the Parties also agrees that it shall not disclose to any person or entity any of the terms, conditions or other facts with respect to any such possible transaction including the status, which is confidential information without the consent of the other Party.
- c. For the purposes of this Agreement, Confidential Information shall mean any information provided by a Party to another Party under this Agreement, including but not limited to, financial, marketing, technical, IPR, design,



- customer/learner information (sourced by the FIRST PARTY/ SECOND PARTY) or other information of the disclosing party.
- d. The Parties also affirm that there shall not be any announcement made by either Party, till both Parties have approved the content of such an announcement.
 - e. Nothing in the above clause prevents a Party from disclosing any Confidential Information:
 - (a) to its employees, legal advisors and other consultants on a need-to-know basis (provided the Party uses reasonable endeavors to ensure that the relevant person is aware that the information is confidential and does not further disclose the information except in accordance with this clause);
 - (b) if required by law, or regulatory authority;
 - (c) to obtain any Regulatory or corporate approval, consent or authorization to enter into the transaction;
 - (d) if required in connection with enforcement of any right or in defence of any claim, legal proceedings or dispute resolution procedure relating to or arising out of this Agreement.

9. Intellectual Property Rights

- a. Intellectual Property Rights: any and all Intellectual Property Rights (hereinafter referred to as IPR) subsisting in the courses (now or in the future), including any and all patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world).
- b. ACE agrees that all products/ such other things provided under this Agreement shall belong exclusively to L&T and no rights thereto shall accrue in any manner to ACE.
- c. Under no circumstances will ACE be entitled to claim the IPR (or any right of any kind) for any product, process, methodology, patent or any other thing of any nature whatsoever in relation to this Agreement. Any IPR developed during the currency of this Agreement shall be the sole property of L&T and ACE shall not have a right to claim any right over the same merely by working on it or instrumental in developing the same.
- d. ACE shall not along with its student(s)/faculty/client(s)/sub-contractor(s) remove or alter any of the proprietary rights notices on any Confidential Information/courses it receives from L&T and will not attempt to recreate, update, modify, create derivative works, delete, destroy or deface the courses or Intellectual Property (or any part thereof) in any manner whatsoever. In no case shall ACE or anybody connected to ACE either directly or indirectly, apply for, or seek registration of, or in any way use in any country the patents, know-how,



trademark or any other intellectual property, designs, copyrights, trademarks, trade names or logos which are identical or confusingly similar to the patents, know-how, trademark or any other intellectual property, marks, trade names, logos, designs, etc., belonging to L&T.

- e. ACE hereby fully confirms and commits that it shall take all necessary precautions, measures and steps to fully protect the Confidential Information of L&T, from any unauthorized disclosure, misuse or infringement in any manner. In this regard, ACE shall execute a suitable declaration on behalf of all its employees confirming that ACE and its employees will take such steps as may be necessary to protect such Confidential Information from unauthorized disclosure, misuse or infringement. In the event of any breach of this clause by its employees, ACE agrees to indemnify L&T in respect of the same. In addition, if any instance of any infringement or misuse of the Confidential Information including its know-how and intellectual properties comes to the knowledge of one of the Parties, they should immediately take reasonable steps for restraining such infringement or misuse and bring the matter immediately to the knowledge of the other Party.
- f. Upon any termination of this Agreement or upon breach by ACE of any of the terms of this Agreement, ACE shall cease using the L&T IPR, the courses forthwith.

10. Indemnity

- a. Each Party ("Indemnifying Party") hereby irrevocably and unconditionally agrees to indemnify and hold the other Party ("Indemnified Party"), its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs, claims, or the like (collectively "Loss") which may be suffered or incurred directly, including but not limited to any claim by third party, by Indemnified Party as a result of (i) any misrepresentation or material breach of any representation or warranty made by the Indemnifying Party in this Agreement or (ii) non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by the Indemnifying Party or (iii) violation of confidentiality and intellectual property rights of the Indemnified Party.
- b. In no event shall the maximum liability of L & T under this Agreement exceed the amount of fees paid/payable by ACE for a period of three months immediately preceding the date of the claim.

11. Notices

- a. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to be given when sent by electronic mail to the electronic mail address specified below or delivered by hand to the address specified below. A copy of any such notice shall also be sent by registered mail or courier on the date such notice is transmitted by electronic mail, to the address specified below:

Handwritten signature



Handwritten signature



In the case of L&T:

L&T EduTech, TCTC (First Floor), Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.No.979, Chennai - 600 089.
E-Mail ID: collegeconnect@lntedutech.com

In the case of Aditya College of Engineering:

Aditya College of Engineering
Aditya Nagar, ADB Road, Surampalem, East-Godavari District - 533437,
Andhra Pradesh.
E-Mail ID: hodcivil@acoe.edu.in

12. Non-Solicit

- a. During the term of this agreement and for a period of thirty six(36) months thereafter, ACE shall not directly or indirectly, knowingly recruit, hire, engage or solicit for employment any technical or professional employee of L&T, its Affiliates, sub-contractors, vendors, etc. unless otherwise agreed to in writing by the Parties.

13. Exclusivity

- a. The L&T hereby agrees and acknowledges that ACE has executed similar agreements with third party course providers. ACE hereby agrees and states that it shall not share/disclose/use the course materials or any information pertaining to the course or otherwise made available to it by L&T with such third-party course providers under any circumstances in any manner. It is hereby agreed between the Parties hereto that any such act on the part of ACE gives L&T the right to terminate this Agreement.

14. Entire Agreement:

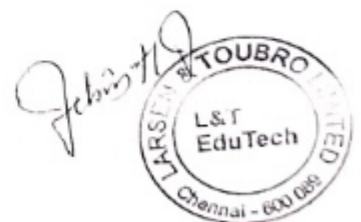
- a. This Agreement and the schedules, set forth constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto including any commercial and/or technical proposal made by ACE to L&T.

15. Assignment Rights

- a. ACE shall not assign or transfer its rights and liabilities hereunder to any other party without the prior written permission of the L&T, which will not be unreasonably withheld.

16. Survival:

- a. Any provision of this Agreement that by their content are intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive.



17.No partnership

- a. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or any other similar relationship between any of the parties and none of them shall have any authority to bind the others in any way, whether contractually or otherwise.

18.Severability:

- a. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

19.Counterparts:

- a. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

20.Amendment

- a. This Agreement may be amended or modified in whole or in part with the mutual consent of the Parties to the Agreement in writing.

21.Costs of Enforcement

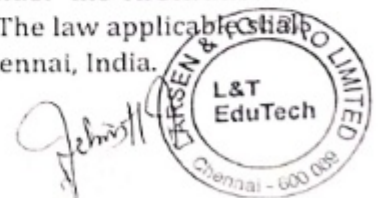
- a. If either Party shall seek to enforce any provision of this Agreement, the prevailing party in any such legal action or proceeding shall be entitled to reasonable attorney's fees in addition to any other relief provided to the prevailing party.

22.Governing Law and Jurisdiction

- a. This Agreement shall be governed by the laws of India. The Parties hereby agree that the courts in Chennai, India will have the exclusive jurisdiction to try any disputes by and between the Parties.

23.Arbitration

- a. The Parties shall attempt in good faith, to resolve any controversy, claim, or dispute arising out of this Agreement through bilateral mutual negotiations. It is mutually agreed that in the event of any dispute of misunderstanding that might be arising between the Parties, heréin, whether as to the interpretation of the terms and conditions contained herein and / or as to the determination of the respective rights and obligations, the parties herein shall resolve the same by way of referring the dispute to the Arbitration of the sole arbitrator to be appointed by mutual consent. If the Parties herein failed to arrive at a consensus for the appointment or a sole arbitrator, each party shall be entitled to appoint an arbitrator of their choice and the arbitrators so appointed in this regard shall by consensus appoint a third arbitrator, thereby forming an arbitration panel to resolve the dispute between the Parties herein. Each party shall be liable to bear the cost of their respective Arbitration, unless otherwise adjudged by the arbitration panel.
- b. The award to be passed by the arbitration panel shall be final and binding on the Parties herein. The procedure as prescribed under the Arbitration of Conciliation Act 1996 shall be adopted in this regard. The law applicable shall be Indian Law and the venue of arbitration shall be Chennai, India.




24.FORCE MAJEURE

The parties shall be excused from delays in performing or from failing to perform its obligations under this Agreement or the indentures pursuant thereof to the extent the delays or failures result from causes beyond the reasonable control of the parties, including, but not limited to: acts of God; wars; Governmental actions; fire; flood; epidemic; and freight embargoes. However, there shall be an obligation on such repudiating party to give notice to the other regarding the invocation of the Force Majeure clause at the earliest possible.

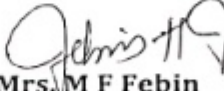
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

For Aditya College of Engineering


Dr A Ramesh
Principal,
Aditya College of Engineering

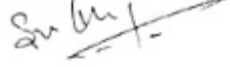
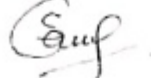


For Larsen & Toubro


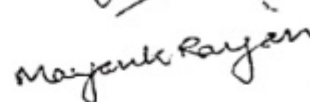

Mrs. M F Febin
Head-CollegeConnect Business
L&T EduTech



Witnesses:

1. 
2. 

Witnesses:

1. 
2. 

Name of the institution

Accepted College of Engineering

| Name of the institution | | | Jul 22 | | | | | | | | | | | | | | Jan 23 | | | | | | | | | |
|-------------------------|--|--------------------------|--------|----------------------|------------------------|---------------------------|-----|---------------------|-----|----|-----------------------|------------------|--------|----------------------|---------------|---------------------------|--------|---------------------|-----|----|----------------|-----------------|----------------------|--------|--|--|
| S.No | Course | Discipline | Civil | Civil Diplom a | Mechan ical Engg | Mechan ical Diploma | EEE | Elec Diplom a | CSE | IT | Medi cal Struct | MTech CAD/CAM | Others | Civil Diplom a | Civil Engg | Mechan ical Diploma | EEE | Elec Diplom a | CSE | IT | Bio Medical | MTech Struct | MTech CAD/CA M | Others | | |
| 1 | Engineering Graphics and Design | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Building Information Modelling in Architecture, Engineering and Construction | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Foundation Engineering Practices | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Design and Execution of Pile Foundations | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Deep Excavation and Tunnels | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Design of Reinforced Concrete Buildings and Practices | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Concrete Technology & Practices | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Practical Design of Structural Steel Members | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Structural Steel Buildings: Design and Practices | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Precast Members: Systems & Construction | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Metro Rail Transportation Design & Construction | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Airports and Seaports Engineering | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Formwork Engineering Practices | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | Heavy Lifting Techniques & Machinery | Civil / Mechanical | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Construction Equipment and Techniques | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Sustainable Design of Buildings | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | Solid Waste Engineering and System Design | Civil | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | Power Plant Engineering - An Industrial Context | Mechanical | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | Power Plant Boiler & Auxiliary Systems | Mechanical | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | Industrial Piping Engineering | Mechanical | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | Power Plant Steam Turbine & Auxiliary Systems | Mechanical | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | Design of Fire and Life Safety Systems for Buildings | Mechanical | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | Ventilation & Air Conditioning System Design for Buildings | Mechanical | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | Integrated Engineering of MV Substation | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | Electrical Power Distribution Engineering and Automation | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | Industrial Power System Analysis | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | Practitioner's Approach to Power System Protection & Switchgear | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | Renewable Energy & Power Evaluation | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | Smart Grid Technologies | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | Microprocessors & Applications - A Practical Approach | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | Cyber Physical Systems for Industrial Applications | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | |

| S.No | Course | Discipline | Jul 22 | | | | | | | | | | | | | Jan 23 | | | | | | | | | | | | |
|-------|--|--------------------------|--------|----------------------|-------------------------|---------------------------|-----|----------------------|-----|----|-----------------|-------------------|-------------------|--------|-------|----------------------|-------------------------|---------------------------|-----|----------------------|-----|----|-----------------|-------------------|-----------------------|--------|--|--|
| | | | Civil | Civil Diplom a | Mechan ical Engg. | Mechan ical Diploma | EEE | Elec. Diplom a | CSE | IT | Bio- Medical | MTech. Struct. | MTech. CAD/CAM | Others | Civil | Civil Diplom a | Mechan ical Engg. | Mechan ical Diploma | EEE | Elec. Diplom a | CSE | IT | Bio- Medical | MTech. Struct. | MTech. CAD/CA M | Others | | |
| 32 | IPQA Design for Industrial Applications (VLSI) | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | AI and Edge Computing | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 34 | Applied Industrial IoT | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 35 | Advanced Electrical System design for Buildings | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 36 | Extra Low Voltage System Design for Buildings | Electrical & Electronics | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 37 | Integrated Approach to Building Services | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 38 | Geospatial Techniques in Practice | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 39 | ITF-Unleash power of Operating System & Network | IT | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 40 | ITF-7 Essential components of IT Infrastructure | IT | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 41 | Cloud Adoption and Management Techniques | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42 | Safety for Professionals | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 43 | Project Management for Professionals | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 44 | Finance for Professionals | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 45 | A Professional's Approach to Law and Ethics | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 46 | Public Policy for Young Professionals | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 47 | Campus to Corporate (English Proficiency + Placement Readiness) | Horizontal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | | | 250 | | | | | | | | | | | | | 500 | | | | | | | | | | | | |

| Semester/Year | Licenses |
|---------------|----------|
| Aug 22 | 250 |
| Jan 23 | 500 |
| AY 2023-24 | |
| AY 2024-25 | 5250 |
| AY 2025-26 | |
| Total | 6000 |

Payment Terms:

- The pricing will be valid for 3 years and it will be renewed based upon mutual agreement subsequently. The pricing tenure will be valid for one year, although the agreement is valid for 3 years.
- 10% Advance shall be paid on signing of agreement, which shall be adjusted in the first roll out invoice.
- 100% of the payment is to be made at the beginning of every semester 3 days before the start of the programme. The payment is for the students enrolled in L&T EduTech courses in that semester.

The Cost of the package is firm and fixed for the numbers of licenses and the courses indicated in the term sheet. The cost as indicated will not change/vary due to the reasons of non-subscribing of any of the licenses by the students and/or students opting out of the programme for whatsoever reasons. Any increased requirement of the number of licenses /courses beyond the stipulated number of licenses and courses will be offered by L & T to the institution by executing a supplementary agreement as per the terms and conditions mutually agreed upon between the parties.

Account Details: Larsen & Toubro Limited, L & T EduTech
 Bank Name: HDFC Bank, Jharkhand Building, M.G. Road, Fort Mumbai 400001
 Bank Account Number: 57500000032101, Branch Name: Fort Mumbai
 IFSC Code: HDFC0000000
 GSTIN: 33AAACLD1496A2H

Date of signing: _____
 Addiya College of Engineering
 Dr. A. Ramesh
 Principal

For L&T EduTech
 Ms. M. P. Pabani
 Head - College Connect


Price Per License 5000 (Not including GST)

| SI NO | Semester | Number of Licenses | Price per License per Student |
|-------|-----------------------|--------------------|-------------------------------|
| | | | (Not Including GST) |
| | | A | B |
| 1 | Aug-22 | 250 | 5000 |
| 2 | Jan-23 | 500 | 5000 |
| 3 | Academic Year 2023-24 | 5250 | 5000 |
| 4 | Academic Year 2024-25 | | |
| 5 | Academic Year 2025-26 | | |
| | TOTAL | 6000 | |

Terms & Conditions

- The pricing will be valid for 1 year and it will be renewed based upon mutual agreement subsequently.
- The Cost of the package is firm and fixed for the 6000 numbers of licenses and the courses offered to ACE by L & T as per Annexure-I. The Package cost as indicated in Annexure I will not change/vary due to the reasons of non-subscribing of any of the licenses by the students and/or students opting out of the programme for whatsoever reasons. Any increased requirement of the number of licenses /courses beyond the stipulated number of 6000 numbers of licenses and courses as indicated in Annexure I will be offered by L&T to ACE by executing a supplementary agreement as per the terms and conditions mutually agreed upon between the parties.
- After the signing of this Agreement, on production of invoice by L&T EduTech, ACE will pay to L&T EduTech 10% of the Cost of Enrollment of the First Roll out students (August-22) ("the Base Amount") as an advance. ACE will be permitted to advertise about the courses and begin enrolment of students only after payment of "the Base Amount". This is applicable only for the first roll out after the agreement.
- 100% of the payment is to be made at the beginning of every semester 3 days before the start of the programme. The payment is for the students enrolled in L&T EduTech courses in that semester. This payment shall be made less the Base Amount paid as advance by ACE to L&T EduTech as mentioned in the above point.
- The invoice shall be raised from L&T EduTech 7 days before the start of the programme.
- The course content shall be delivered online as elaborated in this proposal.
- The payment made under this Agreement shall not be refundable under any circumstances including but not limited to a) if the students opt-out of the programme after the start of the programme b) if there is any decrease in number of licenses agreed upon.
- ACE may choose to inform its students and prospective students about its alliance with L&T EduTech without violating IP rights and confidentiality terms.
- ACE PAN Number : AAOTS5432L
- ACE GST Number : Not Registered

Handwritten signature



Handwritten signature

