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Sold To: K. Ashok s/o Ram Das, Vijayawada
For Whom: SRK Institute of Technology, Enikepadu
Vijayawada

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Agreement No. - SISW/ACADEMIC/INDIA/FY 16/075

FOR

AUTHORIZED TRAINING PARTNER PROGRAM

BETWEEN

SIEMENS INDUSTRY SOFTWARE INDIA PRIVATE
LIMITED

AND

JYTRA ENGINEERING SERVICES

AND

SRK INSTITUTE OF TECHNOLOGY

TRI PARTY AUTHORIZED TRAINING PARTNER AGREEMENT

This **Authorized Training Partner Agreement** (the "Agreement") is entered into as of 18th January 2016 (the "Effective Date"), by and between Siemens Industry Software (India) Private Limited, a subsidiary of Siemens Product Lifecycle Management Software Inc. ("Siemens Industry") and JYTRA ENGINEERING SERVICES, a company organized under the laws of India, with its registered office located at Block A, 2nd Floor, Srinivasa Complex, Ameerpet, Hyderabad 500 016, India. ("Training Partner") and SRK INSTITUTE OF TECHNOLOGY, an Academic Institute located at ENIKEPADU, VIJAYAWADA, KRISHNA(Dt.), ANDHRA PRADESH - 521108. Siemens Industry Training Partner and Academic Institute may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Academic Institute desires to purchase and / or get deployment of Software license from Siemens Industry for purposes of having training courses delivered by Training Partner to students within the institute;

WHEREAS, Siemens Industry, and Academic Institute agree to authorize Training Partner to conduct training courses directly to students within the Academic Institute premises on Siemens Industry's proprietary software as set forth herein (the "Training Program");

NOW, THEREFORE, in consideration of the mutual promises as stated herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Term.

The term of this Agreement will begin on the Effective Date and will continue in full force and effect for a period of twelve (12) months from the Effective Date and shall automatically renew for successive periods of twelve (12) months thereafter unless earlier terminated pursuant to Section 11.

2. Definitions.

- 2.1 "Software" means the Siemens Industry software licensed to Academic Institute under the terms and conditions of Software License and Services Agreement for use solely in delivering the training courses to students, including such additional software licensed to, Academic Institute under this Agreement from time to time, any updates thereto furnished by Siemens Industry hereunder and, unless otherwise indicated, the associated documentation.
- 2.2 "Training Materials" means the training course documentation such as student guides and instructor guides and other materials provided by Siemens Industry to Training Partner to enable Training Partner to deliver the Training Course.
- 2.3 "Training Courses" means the standard courses in which Siemens Industry has authorized Training Partner to provide instruction to students on Siemens Industry Software.

3. Fees, Expenses and Taxes

- 3.1 Academic Institute will pay Siemens Industry the following fees as set forth in Exhibit 1 attached hereto and made a part hereof:
- a) Per Student Revenue Share Percentage between Siemens Industry, Training Partner and Academic Institute. This revenue share percentage is the percentage sharing of the total fees charged by Academic Institute for each student enrolled in each Training Course as specified in Exhibit 1.
 - b) The Software license fees set forth on the LSDA as mutually agreed.
 - c) Additional Fees and Charges. The other fees and charges as mutually agreed.
- 3.2 In addition, Academic Institute will pay: (i) Siemens Industry's then current, standard transfer fees whenever Siemens Industry generates and delivers to Academic Institute a replacement license file within the license management portion of the Software. The Academic Institute will be charged for the replacement license file in cases where the original license file is not usable due to mis-handling of the file by the Academic Institute; and (ii) all taxes, duties and other governmental fees or assessments, however designated, related to the provision of

Software or services under this Agreement paid or payable by Siemens Industry under this Agreement, including, without limitation, import/export duties, customs duties, property, use, excise, withholding, value-added, goods and services, gross receipts and similar taxes, but excluding franchise taxes and taxes based on Siemens Industry's net income. If Academic Institute claims tax exempt status, Academic Institute will provide Siemens Industry with a copy of an exemption certificate acceptable to the relevant taxing authority prior to shipment of the Software or delivery of the training.

If Academic Institute or Training Partner are required by law to make any income tax deduction or to withhold income tax from any sum payable directly to Siemens Industry hereunder, Academic Institute and / or Training Partner shall promptly effect payment thereof to the applicable tax authorities, and shall promptly provide Siemens Industry with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that the income taxes have been paid and to enable Siemens Industry to support a claim for tax credit relief for such income tax payments made on its behalf by Academic Institute and / or Training Partner. Failure of the Academic Institute and / or Training Partner to provide official tax receipts or other evidence of payment to Siemens Industry shall result in Academic Institute and / or Training Partner paying directly to Siemens Industry additional amounts equal to the amounts originally deducted or withheld from the original payment and for which no documentation was provided. Academic Institute and / or Training Partner shall also use its best efforts to work and assist Siemens Industry in minimizing any domestic law withholding tax rate and, if applicable, obtain a lower withholding tax rate if one is applicable under the applicable tax treaty including supplying the appropriate documentation to Siemens Industry, assisting in its completion, providing a translation, and providing any other necessary support or documentation.

4. Siemens Industry Obligations.

- 4.1 Siemens Industry shall provide Software licenses identified on the applicable LSDA (as defined in Section 10.1 below), to the Academic Institute in the required quantities for conducting the training at the Academic Institute premises.
- 4.2 Siemens Industry shall provide training and certify Training Partner personnel to provide Training Courses upon successful completion of the applicable training. Siemens Industry shall provide training to 2 no. Training Partner personnel for the fee to be mutually decided.
- 4.3 Siemens Industry shall provide Training Materials to Training Partner necessary to provide the applicable Training Courses at the Academic Institute. Training manuals for specific Training Courses will be supplied to the Training Partner on receipt of written request and supporting documents in the required quantities. Siemens Industry shall provide a CD containing other Training Materials for each Training Course on a one-time basis.
- 4.4 Siemens Industry shall provide "Certificate of Merit" to students identified by Training Partner and Academic Institute as having successfully completed the applicable Training Course(s) with minimum attendance criteria of 80%.
- 4.5 Siemens Industry shall endeavor to provide marketing collaterals based on the written request from the Training Partner and Academic Institute.
- 4.6 Siemens Industry shall publicize the Training Partner details on its website. This will facilitate Academic Institute to locate the Training Partner of their choice.
- 4.7 Siemens Industry shall publicize the Academic Institute details on its website.

5. Training Partner Obligations.

- 5.1 Training Partner shall ensure that there shall be minimum one (1) Siemens Certified Trainer always available to conduct the training at the Academic Institute. Training Partner personnel shall be trained and certified by Siemens Industry prior to providing any Training Courses to students. Training Partner shall use only those of its personnel that have been trained and certified on the applicable Software to provide Training Courses.
- 5.2 Training Partner shall promote and effectively support the Training Program by distribution of literature, pamphlets, catalogues, and other descriptive and operational literature but not use, or allow or cause the use of,

any sales literature or promotional material in connection with the Training Program which has not been provided or approved in advance in writing by Siemens Industry.

- 5.3 Training Partner along with Academic Institute shall be responsible for all the marketing and sales activities of the Siemens Industry Training Courses.
- 5.4 The Training Partner shall provide Siemens Industry a copy of all invoices for fees charged to students as received from Academic Institute for each Training Course undertaken by the student, to ascertain the revenue share amount calculations.
- 5.5 The Training Partner shall provide Training Course student enrollment information to Siemens Industry prior to the start of each Training Course in a format as provided by Siemens Industry from time to time.
- 5.6 The Training Partner shall give Siemens Industry a minimum of ten (10) business day(s) written notice prior to the Training Course in order for Siemens Industry to supply the Training Materials.
- 5.7 Training Partner shall provide support to Academic Institute for all Training Course student registration activities.
- 5.8 Training Partner shall provide all other information to Siemens Industry as reasonably requested by Siemens Industry under this Agreement.
- 5.9 Training Partner's appointment and service term shall be solely decided by Academic Institute and Siemens Industry shall have no obligation towards Training Partner of any nature whatsoever.
- 5.10 Training Partner shall be responsible to set up the training environment, testing validation, maintenance and troubleshooting related to software installed on the hardware provided by the Academic Institute.
- 5.11 Training Partner shall ensure that Academic Institute uses the Software in accordance with the terms of Software License and Services Agreement ("MLA") of Siemens Industry for academic purposes only. Training Partner agrees to report to Siemens Industry use of Software for non-academic purpose by Academic Institute.

6. Academic Institute Obligations.

- 6.1 Academic Institute shall purchase the required licenses for the training purposes from Siemens Industry channel partner as per budgets available from time to time. Academic Institute shall sign the Software License and Services Agreement ("SLSA") and use Software in accordance with the terms thereof for training purposes only.
- 6.2 Academic Institute shall be responsible to actively promote the Siemens Industry Training programs and collection of fees from the students.
- 6.3 Academic Institute shall provide infrastructure – classroom, laboratory and computer hardware to the Training Partner for conducting training in their premises.
- 6.4 Academic Institute shall release the Royalty Revenue Share to Training Partner and Siemens Industry as described in Exhibit 1.
- 6.5 Academic Institute shall provide complete administration, logistics, execution and coordination support to the Training Partner for conducting training in their premises.
- 6.6 Academic Institute shall be responsible to issue the "Certificate of Merit" to the students provided by Siemens Industry on course completion.
- 6.7 Academic Institute will locate Siemens Industry certified Training Partner and appoint him for delivering training course to students within the institute. Academic Institute shall have right to terminate contract with the Training Partner if such Training Partner fails to deliver services satisfactory to Academic Institute.
- 6.8 Academic Institute agrees that appointment, services and payment to Training Partner will be sole responsibility of Academic Institute and Siemens Industry shall have no responsibility and shall not be held liable for non-performance or misconduct of Training Partner of any nature whatsoever.

- 6.9 Academic Institutes shall ensure that neither the Training Partner nor the students use the Siemens Industry Software license contrary to the terms and conditions mentioned herein.

7. **Warranties and Disclaimer.**

- 7.1 **Authority.** Each party warrants that it has the power and authority to enter into, and to perform its obligations under this Agreement.
- 7.2 **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SIEMENS INDUSTRY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE, OF ANY SOFTWARE, TRAINING MATERIALS OR CONFIDENTIAL INFORMATION PROVIDED UNDER THIS AGREEMENT.

8. **Confidentiality**

- 8.1 Training Partner and Academic Institute will treat and hold all information relating to this Agreement, including the Software and Software maintenance services and Training Materials provided under this Agreement, in strict confidence and will not make available to any third party any such information, except as is necessary for the proper performance of its obligations under this Agreement with respect to provision of Training Courses. Any and all Training Materials, data, notes, reports, memoranda or other materials furnished by Siemens Industry for use by Training Partner under this Agreement shall remain the sole property of Siemens Industry and will be held in strict confidence in accordance with Section 8 of this Agreement.
- 8.2 The foregoing provisions in Section 8.1 will not prevent Training Partner or Academic Institute from disclosing information which is (i) already known by the Training Party or Academic Institute as evidenced by written records without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the Training Partner or Academic Institute, (iii) rightfully received from a third party, (iv) independently developed by the Training Partner or Academic Institute without use of Siemens Industry's information, (v) approved in writing by Siemens Industry for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Training Partner or Academic Institute provides Siemens Industry with written notice of such requirement before any such disclosure.

The obligations of this provision will remain binding upon Training Partner and Academic Institute irrespective of the expiration or termination of this Agreement for any reason.

9. **License to Use Trademarks.**

- 9.1 Subject to the provisions of this Agreement, Siemens Industry grants to Training Partner and Academic Institute the right to use the Siemens Industry Software Trademarks (as defined below) in India solely in connection with the advertising, promoting or provision of the Training Courses. "Trademarks" mean the tradenames, logos, trademarks, servicemarks, both registered and unregistered and applications for registration, owned by or owned in the future by Siemens Industry. On all advertising and other material, Training Partner will include the following statement (or such other designations as notified by Siemens Industry from time to time) in relation to any Siemens Industry Trademark:

Trademark (or Servicemark) owned by Siemens Product Lifecycle Management Software Inc.

or

Registered Trademark of Siemens Product Lifecycle Management Software Inc.

- 9.2 All Trademarks used with the Software and / or Training Materials will be the sole property of Siemens Industry and Training Partner and Academic Institute will retain and not alter any copyright and other proprietary rights notices contained in or on the Software, Training Materials or other materials provided by Siemens Industry.

10. Software and Maintenance

10.1 Software Orders.

Each Academic Institute order for Software will be documented on a Licensed Software Designation Agreement or other mutually agreed upon document (each an "LSDA") referencing the terms of this Agreement with the Agreement number cited above and setting forth the Software to be provided to Training Partner by Siemens Industry hereunder. Academic Institute will provide Siemens Industry the host identifier required by Siemens Industry and such other information reasonably requested by Siemens Industry for each workstation and/or server on which the license management portion of the Software will be installed to permit Siemens Industry to generate a license file within the license management portion of the Software that will restrict access to only those Software modules licensed under this Agreement and limit use of such Software modules at any given time to the maximum number of users licensed. Promptly following Siemens Industry's receipt of Academic Institute's notice of a change in Academic Institute's host identifier, certified in writing by a duly authorized representative of Academic Institute, Siemens Industry will generate and deliver to Academic Institute a replacement license file within the license management portion of the Software for installation and use by Academic Institute.

10.2. Software Delivery.

Siemens Industry will deliver, or cause to be delivered, the Software identified in each LSDA accepted by Siemens Industry in accordance with a mutually agreed upon schedule. Siemens Industry, in its sole discretion, reserves the right to accept or reject any LSDA. An LSDA will be deemed accepted by Siemens Industry upon shipment of the Software to Academic Institute. Siemens Industry will determine the method of shipment. The Software may be of United States origin and, unless otherwise provided in the LSDA, will be delivered EXW Solan (Incoterms 2010).

10.3. Software Installation.

Academic Institute will, at its expense, obtain all necessary permits and consents to install the Software at Academic Institute's site. Academic Institute will at all times maintain records specifically identifying the Software licensed under this Agreement, the location of each copy thereof, and the location and identity of the workstations and servers on which the Software is installed. Siemens Industry may, during regular business hours and upon reasonable advance notice, conduct an audit to determine Academic Institute's compliance with the terms and conditions of this Agreement. Academic Institute will permit Siemens Industry or its authorized agents to access Academic Institute's facilities, workstations and servers and otherwise cooperate fully with Siemens Industry in any such investigation and will take all commercially reasonable actions to assist Siemens Industry in accurately determining Academic Institute's compliance with the terms and conditions of this Agreement.

10.4. Software License and Protection.

Upon the terms set forth in this Agreement and subject to the last paragraph of this Section, Siemens Industry grants to Academic Institute, and Academic Institute accepts from Siemens Industry, a nonexclusive, nontransferable, limited term license to install, access and use the executable form of the Software in and from India (the "Territory") solely to provide Training Courses in accordance with this Agreement.

No title to or ownership in the Software is transferred to Academic Institute. Title to and all applicable rights in patents, copyrights and trade secrets in the Software will remain in Siemens Industry or third parties from whom Siemens Industry has obtained rights to license the Software.

Academic Institute acknowledges Siemens Industry's representation that the Software constitutes and contains valuable trade secrets and confidential business information of Siemens Industry and/or its third party suppliers. Academic Institute will hold such information in confidence and take the precautions necessary to safeguard the confidentiality of such information.

Academic Institute will limit use of the Software to Authorized Users (defined below) solely for providing Training Courses in accordance with the Authorized Training Partner Program. Without limitation, the following uses of the Software are expressly forbidden (each a "Remarketing of Software"): to cause or permit (i) disclosure, display, access, or use of the Software by anyone other than an Authorized User and (ii) the loan,

publication, transfer of possession (whether by sale, exchange, gift, operation of law or otherwise), sublicensing, rental or other dissemination of the Software, in whole or in part, to or for any third party. The term Authorized Users is defined to mean the employees of (i) Siemens Industry; (ii) Academic Institute; and (iii) Training Partner's Training Course students who are not competitors of Siemens Industry and have agreed in writing to obligations of confidence and nondisclosure no less stringent than those set forth in this Agreement. The obligations of confidence and nondisclosure set forth in this paragraph will survive any termination of this Agreement. Academic Institute agrees that Siemens Industry's third party suppliers may enforce this Agreement as it relates to their Software directly against Academic Institute.

Academic Institute will not reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover the source code of the Software as it contains trade secrets

Academic Institute may copy the Software as reasonably required for backup purposes. All such copies will be maintained by Academic Institute in the Territory. Academic Institute will retain and reproduce all copyright or proprietary notices in their exact form on all copies (including partial copies) of the Software made by Academic Institute. As between Academic Institute and Siemens Industry, the original and all complete and partial copies of the Software will remain the sole property of Siemens Industry and will be subject to the terms and conditions of this Agreement, including specifically, but without limitation, the prohibition on Remarketing of Software.

If Academic Institute or any of the Authorized Users breach or threaten to breach the obligations of this Section 10.4, Siemens Industry will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed by Academic Institute that monetary damages are inadequate to protect Siemens Industry.

Siemens Industry may install locking devices on the Software to protect its rights under this Agreement. Siemens Industry reserves all rights in the Software not explicitly granted herein.

10.5. Software Warranty and Disclaimer.

Siemens Industry warrants that for a period of thirty (30) days following the date of shipment to Academic Institute, the Software will conform substantially to its associated documentation. Siemens Industry's sole and exclusive liability, and Academic Institute's sole and exclusive remedy, for a breach of this warranty will be that Siemens Industry will provide Software Corrections as defined in, and pursuant to, Section 10.7 below. However, if Siemens Industry is unable to provide Software Corrections, as Academic Institute's sole and exclusive remedy, Siemens Industry will grant Academic Institute a credit or refund, at Academic Institute's option, for the Software involved and accept its return.

Academic Institute acknowledges and agrees that Software performance and response times are a function of Academic Institute applications requirements and will be affected by, among other factors, the mix of concurrently running applications, any networking capability utilized by Academic Institute on Academic Institute's system and the amount of memory thereon. Siemens Industry does not warrant that the Software will operate in conjunction with equipment, software or services that may be obtained by Academic Institute outside this Agreement.

Software Disclaimer.

TO THE EXTENT PERMITTED BY THE GOVERNING LAW OF THIS AGREEMENT AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIEMENS INDUSTRY AND ITS THIRD PARTY SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE PROVIDED UNDER AND PURSUANT TO THIS AGREEMENT.

10.6. Software Indemnity.

Siemens Industry will defend, at its expense, any action brought against Academic Institute to the extent that it is based upon a claim that any Software furnished hereunder infringes Indian patent, a Berne Convention country copyright, or violates any third party trade secret or proprietary right in the Territory and will pay all costs and damages finally awarded against Academic Institute, provided that Siemens Industry is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

Siemens Industry, at its option, will obtain for Academic Institute the right to continue using, or will replace or modify the Software involved so it becomes non-infringing; or, if such remedies are not reasonably available, Siemens Industry will grant Academic Institute a credit or refund, at Academic Institute's option, for the Software involved and accept its return.

Siemens Industry will have no obligation under this Section if the alleged infringement or violation is based upon the use of the Software in combination with other software not furnished by Siemens Industry if such alleged infringement or violation would not have occurred except for such combined use or if such claim arises from Siemens Industry's compliance with Academic Institute's designs, specifications or instructions. Siemens Industry will have no liability for infringement of the intellectual property rights of a third party except as expressly provided in this Section.

10.7. Software Maintenance.

Siemens Industry will maintain the Software, or cause it to be maintained, during the Initial Term of the Software and for the Renewal Terms or until terminated by either party as provided herein.

Software maintenance will consist of updates to the Software which contain (i) correction of Errors (defined below) remedied by Siemens Industry, (ii) new point releases denoted by a change to the right of the first decimal point (e.g. V18.0 to V18.1), and (iii) new major releases denoted by a change to the left of the first decimal point (e.g. V18.0 to V19.0); provided, however, that Software maintenance does not include any release, module, option, future product, or any upgrade in functionality or performance of the Software which Siemens Industry develops as a customization product for a single customer or Siemens Industry licenses separately or offers only for an additional fee. Academic Institute is responsible for the installation and implementation of any update and required data conversion. Six months after shipment of any new major release, maintenance of the previous releases will cease.

An "Error" is defined to mean the failure of the Software to conform substantially to the documentation provided by Siemens Industry with the Software ("Error"). Academic Institute may report any suspected Errors to Siemens Industry. Upon Siemens Industry's request, Academic Institute will provide Siemens Industry in writing a detailed description and documentation of the suspected Error. Siemens Industry will investigate the facts and circumstances related thereto and Customer will cooperate fully with Siemens Industry's investigation. If Siemens Industry finds that the Software contains an Error, Siemens Industry will use its reasonable efforts to correct the Error or provide a "work-around" solution (a "Software Correction"), at Siemens Industry's discretion. Siemens Industry may provide Academic Institute a copy of the corrected Software (or of the affected portions) in conjunction with the distribution of a Software update.

11. Termination and Effects of Termination.

- 11.1** Siemens Industry will have the right, at its option, and in addition to any other remedies to which it may be entitled, to terminate this Agreement and/or terminate any of the Software licenses granted under this Agreement, upon written notice to Academic Institute or Training Partner if any of the following events occur:
- (i) Academic Institute or Training Partner breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such breach; provided, however, Siemens Industry will have the right to immediately terminate this Agreement if Siemens Industry, in its reasonable judgment believes, that Academic Institute or Training Partner is intentionally breaching its obligations with respect to any Software license granted or Training Materials provided under this Agreement.
 - (ii) Any substantial change in ownership, control or organization of Academic Institute or Training Partner, any merger or consolidation involving Academic Institute or Training Partner, or any acquisition by Academic Institute or Training Partner of any interest in any company, firm or organization, which Siemens Industry reasonably believes could have an adverse effect upon the future performance of Academic Institute or Training Partner under this Agreement or upon the overall relationship of Academic Institute or Training Partner with Siemens Industry.
- 11.2** Except as otherwise provided for in Subsection 11.1(a) above, if any Party hereto fails to comply with any provisions of this Agreement, and fails to cure such breach within thirty (30) days after written notice thereof,

then the non-defaulting Party will have the right, and in addition to any other remedies to which it may be entitled to terminate immediately this Agreement or any of the Software licenses granted upon written notice.

- 11.3 Any Party hereto may terminate this Agreement, with or without cause, with sixty (60) days written notice prior to the expiration of the Initial Term and Renewal Terms.
- 11.4 Upon the termination of this Agreement for any cause, Academic Institute and Training Partner will immediately discontinue use of, and within thirty (30) days, return to Siemens Industry all Software, Training Materials and any other Confidential Information provided hereunder.
- 11.5 Academic Institute and Training Partner acknowledge that certain rights or relationships may inure to it or be created under the laws of the jurisdictions in which Academic Institute or Training Partner conduct business. Academic Institute and Training Partner knowingly and willingly waives now and forever all such rights and relationships and payment by Siemens Industry of termination indemnities.

12. Limitation of Liability.

If Siemens Industry shall be liable to Training Partner or Academic Institute for any matter relating to or arising in connection with this Agreement, whether based on an action or claim in contract, equity, negligence, tort or otherwise the amount of damages recoverable against Siemens Industry for all events, acts or omissions will not exceed, in the aggregate, an amount equal to the aggregated amount of all license fees paid to Siemens Industry pursuant to the Agreement during the three-month period immediately preceding the initial occurrence of such events, acts or omissions.

In no event will the measure of damages include, nor will Siemens Industry be liable for, any amounts for loss of income, profit or savings, loss of data, loss of commercial reputation or indirect, incidental, consequential, or punitive damages of any party, including third parties, or for any claim against Training Partner or Academic Institute by any third party.

No claim, demand for mediation or arbitration or cause of action which arose out of an event or events which occurred more than two years prior to the filing of a demand for mediation or arbitration or suit alleging a claim or cause of action may be asserted by either party against the other. The provisions of this will survive the expiration or termination of this Agreement for any reason.

13. Excused Performance.

Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its non-monetary obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party's reasonable control (each, a "force majeure event"), including acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment failure, and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts.

14. Relationship of the Parties.

No relationship of employment or partnership is created by this Agreement. Training Partner and Academic Institute are independent contractors and in no way a legal representative or agent of Siemens Industry. Training Partner and Academic Institute have no authority to assume or create any obligation (including accepting orders or making contracts) on Siemens Industry's behalf, expressed or implied.

15. Personnel.

For a period of twelve (12) months after termination of this Agreement, none of the Parties hereto will solicit, directly or indirectly, for employment or employ any employee of the other Parties hereto who is or was actively involved in the performance, consumption or evaluation of the services without the prior written consent of the other. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement will not prohibit solicitations through advertising or other publications of general circulation.

16. **Notices.**

Wherever one party is required or permitted to give notice to the other pursuant to this Agreement, such notice shall be deemed given when delivered in hand, when mailed by registered or certified mail, return receipt requested, postage prepaid, or when sent by a third party courier service where receipt is verified by the receiving party's acknowledgment, and addressed as follows:

In the case of Training Partner:

Attn: Jytra Engineering Services
Address: Block A, 2nd Floor, Srinivasa Complex, Ameerpet, Hyderabad 500 016, India
Phone Number: +91 9246553857
Fax Number:

In the case of Academic Institute:

Attn: SRK INSTITUTE OF TECHNOLOGY
Address: Enikepadu, Vijayawada, Krishna(Dt.), ANDHRA PRADESH - 521108
Phone Number: 0866-2843839, 9133606789
Fax Number: 0866-2843536

In the case of Siemens Industry:

Siemens Industry Software India Private Limited
Tower D, 16th Floor, Global Business Park, MG Road,
Gurgaon 122 002, Haryana
Attn: Legal Counsel

Either party may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective; first class, postage prepaid, mail shall be acceptable for provision of change of address notices.

17. **Governing Law.**

This Agreement shall be governed and construed under and in accordance with the laws of India and in case of any dispute between the parties the courts of New Delhi shall have exclusive jurisdiction.

18. **Non-Exclusivity.**

It is not the intention of either Party that this relationship contemplated herein be exclusive. Training Partner and Academic Institute understand and agree that Siemens Industry may individually engage in and may perform training courses on any of its Software with and for third parties.

19. **Export Compliance.**

This Agreement is subject to all United States government laws, regulations, orders or other restrictions regarding export from the United States of services, commodities, Software, technology or derivatives thereof, as such laws, regulations, orders, or other restrictions may be enacted, amended or modified from time to time. Notwithstanding anything to the contrary in this Agreement, Training Partner or Academic Institute will not directly or indirectly, separately or as part of a system, export or reexport any Siemens Industry services, commodity, Software, technology or derivatives thereof or permit the use by or shipment of same to: (i) a national or resident of Afghanistan (Taliban), Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any other country embargoed or restricted by the United States; (ii) anyone or any entity on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the U.S. Commerce Department's Denied Parties List or the U.S. Commerce Department's Entity List; or (iii) any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained such license or other approval. Training Partner and Academic Institute recognize and agree that items (i) through (iii) change from time to time, and Training Partner and Academic Institute will fully cooperate with Siemens Industry to effect compliance with such changes. Training Partner and Academic Institute acknowledge and agree that, unless a

validated export license is obtained from the United States Department of Commerce or other applicable authority where required, Training Partner or Academic Institute will not use the Siemens Industry services, commodities, Software, technology or derivatives thereof in the design, development, production, stockpiling or use of missiles, or chemical or biological weapons nor will Training Partner or Academic Institute use the Siemens Industry services, commodities, Software, technology or derivatives thereof for facilities which are intended to produce chemical weapons or chemical weapon precursors. Training Partner and Academic Institute further acknowledge and agree that, unless a validated export license is obtained from the United States Department of Commerce or other applicable authority where required, Training Partner or Academic Institute will not use the Siemens Industry services, commodities, Software, technology or derivatives thereof either directly or indirectly to research, design, develop, manufacture, construct, test or maintain nuclear weapons or any nuclear explosive devices or components or subsystems of such a device or for the research, design, development, manufacture, construction, operation or maintenance of any nuclear reactor, critical facility, facility for the fabrication of nuclear fuel, facility for the conversion of nuclear material from one chemical form to another, or separate storage installation or to research, design, develop, manufacture, construct, operate or maintain any of the following facilities or components for such facilities: for the chemical processing of irradiated special nuclear or source material; for the production of heavy water; for the separation of isotopes of source and special nuclear material; or for the fabrication of nuclear reactor fuel containing plutonium. Each party will reasonably cooperate with the other and will provide to the other promptly upon request any end-user certificates, affidavits regarding reexport or other certificates or documents as are reasonably requested to obtain approvals, consents, licenses and/or permits required for any payment or any export or import of products or services under this Agreement. Training Partner and Academic Institute will keep, maintain and preserve for at least five years after the applicable transactions, full and accurate books, records and accounts of all use and distribution of the Siemens Industry services, commodities, Software, technology or derivatives thereof, examination of which would enable Siemens Industry to confirm Training Partner's and Academic Institute's compliance with the requirements of this Agreement. Siemens Industry may audit such books, records and accounts during regular Training Partner and Academic Institute business hours and the auditors will complete such inspection as expeditiously as possible. Training Partner and Academic Institute will provide to the auditors such supplementary information and explanation reasonably necessary to explain fully the information contained in Training Partner's and Academic Institute's books, records and accounts. Siemens Industry will pay the cost of the audits. Siemens Industry will treat audit results as confidential information, except to the extent such results are required to be disclosed under applicable law, regulation, or administrative or judicial process. Training Partner and Academic Institute agree to indemnify and hold Siemens Industry harmless from and against all claims, losses, damages and expenses arising out of or resulting from Training Partner's or Academic Institute's failure to comply with the provisions set forth in this Section. Training Partner and Academic Institute will designate a single point of contact for export control matters who will work with Siemens Industry to ensure ongoing compliance with the obligations of Training Partner and Academic Institute under this Section. The provisions of this Section will survive the expiration or termination of this Agreement for any reason.

20. Foreign Corrupt Practices Act.

Without limiting the foregoing, Training Partner and Academic Institute represents and warrants that it is familiar with the terms and provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and the purposes of the FCPA, and particularly that it is familiar with the FCPA prohibition of the offering, payment or giving of anything of value, either directly or indirectly, to an official of a foreign government or other person of authority for the purpose of influencing an act or decision in such person's official capacity, or inducing such person to use his or her influence with the foreign government to assist in obtaining or retaining business for or with, or directing business to, any person and Training Partner and Academic Institute represent and warrant that both will comply with all provisions of the FCPA as if all provisions of the FCPA were applicable to it. Training Partner and Academic Institute further represent and warrant that neither it nor any of its representatives and/or agents are officials, officers, or representatives of any government or political party or candidates for political office. Training Partner and Academic Institute acknowledge and agree that all payments to them under this Agreement shall be made by check or wire transfer, and that none shall be made by cash or other negotiable instrument. Training Partner and Academic Institute agree that their books and records relating to transactions pursuant to this Agreement shall be subject to audit at reasonable times as necessary to ensure compliance with the FCPA, that it will provide Siemens Industry all information Siemens Industry requests so that it complies with the reporting requirements of the FCPA and that it will upon request certify its continued compliance of the FCPA.

21. Entire Agreement.

This Agreement (including the attached Exhibits) constitutes the entire Agreement between the parties and will supersede all proposals or prior agreements, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement. Amendments and supplements to this Agreement must be in writing signed by the authorized

representatives of the parties. If Academic Institute issues a purchase order, memorandum or other instrument covering the Software or services provided under this Agreement, it is agreed that such document is for Academic Institute's internal purposes only unless it is accepted in writing by Siemens Industry, in which case all terms and conditions contained therein which are additional to or inconsistent with this Agreement will be of no force and effect. This Agreement may not be varied other than in writing, executed by the duly authorized representatives of both parties. Training Partner and Academic Institute acknowledge that both have read this Agreement, understand it and agree to be bound by its terms and conditions.

In Witness Whereof, the parties have duly executed and delivered this Agreement as of the date first set forth above.

Training Partner: Jytra Engineering Services

Siemens Industry Software (India) Private Limited

By: [Signature]



By: [Signature]

Title: CEO

Title: [Signature]

Address: #1-103/13 Manamtha KPR Enclave

Address: Vinod Sharma
Director - Maintenance Renewals

Date: 09-Mar-2016

Date: 20/05/2016

Academic Institute: SRK Institute of Technology

By: [Signature]



Title: _____

Title: _____

Address: CHAIRMAN
S.R.K INSTITUTE OF TECHNOLOGY

Address: SANTOSH SAWANT
Chief Financial Officer


Date: ENIKPADU
VIJAYAWADA 521 02

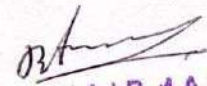
Date: 20/05/2016

EXHIBIT 1
Fees and Charges

Per Student Revenue Share Percentage: SISW-35% , Jytra Engineering Services- 35%, SRK Institute of Technology: 30%

Other Fees and Charges: NIL


CHAIRMAN
S.R.K INSTITUTE OF TECHNOLOGY
ENIKEPADU
VIJAYAWADA 521 08