

AFFILIATE PARTNER AGREEMENT FOR COURSERA FOR CAMPUS - L4G - CBIT

THIS AFFILIATE PARTNER AGREEMENT ("Agreement") is made and entered into as of the Fifteenth day of April, 2021 (the "**Effective Date**"), by and between

L4G SOLUTIONS PRIVATE LIMITED (CIN No. U80301TG2019PTC135505), a Company Registered under the laws of India, having corporate office at Plot No. 280, Road No. 78, Jubilee Hills, Hyderabad 500033, India (referred to as "**L4G**" or "**FIRST PARTY**"); AND

Chaitanya Bharathi Institute of Technology (Reg. No. _____), a College, having campus at Gandipet, Hyderabad, Telangana - 500075, India (referred to as "**CBIT**" or "**Affiliate Partner**" or "**SECOND PARTY**");

Both L4G and CBIT shall be individually referred to as "**Party**" and jointly as "**Parties**";

RECITALS

WHEREAS, L4G is a one-stop integrated platform that creates an end-to-end ecosystem for Education, Skill, Employability and Entrepreneurship. L4G connects the dots in the system through effective collaboration between the dynamic group of stalwarts which comprises of educationists, academicians, industrialists, ex-government officials, technology partners, Human Resource Specialists, Start-up Entrepreneurs and large pool of trainers across multiple disciplines;

WHEREAS, L4G is an Authorized and Preferred Implementation Partner of COURSERA, INC., USA to distribute the 'User Licenses' of 'Coursera for Campus Platform' to the higher educational institutions ('Affiliate Partners') located in Andhra Pradesh and Telangana areas in India for use by their 'Learners' - Students, Faculty, Staff and Alumni ("Users") bundling with the implementation and other value added services of L4G.

WHEREAS, CBIT is a Higher Educational Institution in the field of Engineering, IT and Education;

WHEREAS, CBIT wishes to provide eLearning capabilities to its 'Learners' through 'Coursera for Campus Platform' as part of the curriculum and to improve Technical & Employable skills;

WHEREAS, Coursera is a leading online Learning Platform that provides access to 4200+ courses.

WHEREAS, CBIT has expressed its desire to engage L4G for providing 'User Licenses' of 'Coursera for Campus Platform' as well as L4G's implementation and value added services as part of a comprehensive offering;

WHEREAS the Parties have agreed to enter into a relationship, certain confidential information including and without limitations - technical, patented, financial information and trade secrets may be disclosed between parties;

WHEREAS, the L4G and the CBIT have agreed to the scope of work, division of responsibilities and relationship concerning the 'Coursera for Campus Platform' to be performed by the parties in furtherance of the terms of this Agreement;

WHEREAS, the Parties have agreed as set forth the scope of work here in this Agreement and associated price concerning the User Licenses of 'Coursera for Campus Platform' bundled with L4G's implementation and value-added services in furtherance of the terms of this Agreement;

NOW, THEREFORE, in consideration of the promises hereinafter contained, the parties hereby agree as follows:

1. Purposes and Authority: The purpose of this Agreement is to set forth the mutually agreeable terms and conditions under which both parties will cooperate in order to provide 'Coursera for Campus Platform' access to the 'Learners' of CBIT.
2. Term, Fees and Billing: The Term of this agreement is for 3 years. L4G will invoice the Affiliate Partner or the 'Learners' directly as per the price mutually agreed under this Agreement - Annexure III Price Schedule. The Affiliate Partner shall ensure that the payments from all the 'Learners' shall be paid to L4G either by the Affiliate Partner by collecting from 'Learners' or the 'Learners' directly paying to L4G. All Fees hereunder are non-cancelable and non-refundable upon issuance of any invoice or User License by L4G.
3. The "*Fees*" means the amounts payable by Customer to L4G for access to the Services.
4. Taxes: The price is exclusive of applicable GST/IGST. The applicable GST/IGST will be charged to the User License and Service Fee at the time of issuance of Invoice by L4G.
5. Parts of this Agreement: This Agreement consists of the Annexures listed below, which are part and parcel of this Agreement.
 - a) Annexure - I: Terms and Conditions
 - b) Annexure - II: Price Schedule
 - c) Annexure - III: Implementation and Value-added services of L4G
 - d) Annexure -IV: Launch Schedule
6. Entire Agreement: This Agreement, and all Annexures and documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
7. Recitals: The recitals to this Agreement shall be deemed to be part of the terms of this Agreement.

8. Counterparts: This Agreement may be executed in two counterparts, each of which shall be deemed an original Agreement for all purposes and which collectively shall constitute one and the same Agreement.

By signing below, the Parties agree to be legally bound by the terms and conditions set forth in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Saxby



For and on behalf of
L4G Solutions Private Limited
By _____
Name: Angel Saxby
Title: Vice President
Date: 15-April-2021

G.P.S.I

For and on behalf of
Chaitanya Bharathi Institute of Technology
By _____
Name: G. Pardha Saradhi Varma
Title: Principal
Date: 15-April-2021



Witness:

I. Nagababu

1. Name: Irlapati Nagababu
Address: Hyderabad, Telangana
Contact No: +919553770066

[Signature]
2. Name: Dr. M. Swamydas
Address: Joint Director - Academics
(Information)
9490475959

ANNEXURE - II
PRICE SCHEDULE

Product	Launch Date	Number of User Licenses	Courses/ Specializations Enrollments per User License	Annual Price per User (INR)
Coursera for Campus User Licenses, Implementation and Value-added Services (Year 1)	Per ANNEXURE - IV LAUNCH SCHEDULE	2,000	Unlimited	Rs. 9,000/- + 18% GST
Coursera for Campus User Licenses, Implementation and Value-added Services (Year 2)	Per ANNEXURE - IV LAUNCH SCHEDULE		Unlimited	Rs. 9,000/- + GST as applicable
Coursera for Campus User Licenses, Implementation and Value-added Services (Year 3)	Per ANNEXURE - IV LAUNCH SCHEDULE		Unlimited	Rs. 9,000/- + GST as applicable

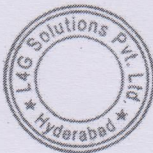
The price includes the Implementation and Value-added Services listed as per ANNEXURE - III

Any additional and or customized services desired by the Affiliate Partner shall be charged extra at mutually agreed price and terms.

Payment: Online payment link will be provided to the 'Learners' who are paying directly to L4G - Coursera. There are two payment options:

- **Option 1:** 100% license fee to be paid before the launch of the license
 - Price: Rs. 8,000/- + 18% GST
- **Option 2:** License fee to be paid in 2 equal instalments:
 - **Installment 1:** 50% before the launch of the licenses: Rs. 4,500 + 18% GST
 - **Installment 2:** 50% on completion of the semester: Rs. 4,500 + 18% GST
 - The College will take all possible steps to see that the students pay the 2nd Installment of the fee

Saxby



For and on behalf of
L4G Solutions Private Limited
By _____
Name: Angel Saxby
Title: Vice President
Date: 15-April-2021

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For and on behalf of
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By _____
Name: G. Pardha Saradhi Varma
Title: Principal
Date: 15-April-2021



ANNEXURE - III
IMPLEMENTATION AND VALUE-ADDED SERVICES OF L4G

CBIT to provide the following details to L4G for effective implementation of Coursera for Campus

1. Governance Structure for the implementation of Coursera for Campus
2. Syllabus for Course match
3. Implementation strategy
4. Data submission as per the formats
5. Reports & Analytics required
6. Questions Banks for assessment
7. Assessment Schedule

Coursera for Campus implementation and Value-added Services of L4G:

1. Implementation Framework
2. Designing the Implementation Plan
3. Content Curation
 - a. Identifying the most relevant courses on Coursera across all disciplines in engineering and technology
 - b. Designing specialized learning pathways on Coursera as per Industry 4.0
 - c. Curating placement-oriented technology tracks
4. Institution Onboarding and programs creation
5. Orientation and Onboarding of Learners (Faculty/Students/Staff/Alumni)
6. Admin access as per Governance Structure
7. Customized Institution Dashboard
8. APIs for College Website and LMS integration
9. Performance Tracking of Learners (Faculty/Students/Staff/Alumni)
10. Digital Portfolio of the Learner
11. Proctored Coursera related assessments on Campus
12. Webinars for Learner Success and Online Learner Support
13. Internships and Placement Support
14. Social Media Campaigns
15. Hackathons and Ideathons

Dedicated L4G Team for Implementation and Value-added Services through Online for CBIT:

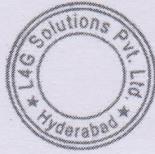
- Program (Customer Success) Manager
- Program Coordinator

In addition to the above team; the following teams from L4G will support CBIT through online:

- Implementation & Planning Team
- Data Team
- Content Curation Team
- Technical Support Team
- Portal & Dashboard teams
- Technical Webinars Team

- Online Exam Team
- Hackathons & Ideathons Team
- Digital Marketing Team
- Internships & Placement Support Team

Saxby



For and on behalf of
L4G Solutions Private Limited
By _____
Name: Angel Saxby
Title: Vice President
Date: 15-April-2021

G.P.S.I.



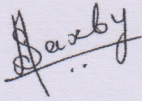
For and on behalf of
Chaitanya Bharathi Institute of Technology
By _____
Name: G. Pardha Saradhi Varma
Title: Principal
Date: 15-April-2021

ANNEXURE - IV
LAUNCH SCHEDULE

CBIT intends to deploy the User Licenses through 2 tranches for Year 1 as set forth below:

SN	Tranche	Year	Branch	No. of Licenses	Launch Date	Validity of the Licenses
1	Tranche 1	III	All Branches	500	19th April 2021	12 months
2	Tranche 2	I, II	All Branches	1500	30th April 2021	12 months

- All the User licenses are valid for 12 months from the Launch Date as per this Agreement. The user licenses are exclusive to the Learner and non-transferrable.
- At the end of the validity of each one-year, Users holding a User License shall lose paid access to the Platform under this Agreement (including any incomplete Courses), unless such User is given a new User License during the following year.
- Years 2 and 3 of each User License shall all start immediately following the end of Year 1 and Year 2, respectively.



For and on behalf of
L4G Solutions Private Limited
By _____
Name: Angel Saxby
Title: Vice President
Date: 15-April-2021



For and on behalf of
Chaitanya Bharathi Institute of Technology
By _____
Name: G. Pardha Saradhi Varma
Title: Principal
Date: 15-April-2021

ANNEXURE - I
TERMS AND CONDITIONS

1. **User Licenses.** User Licenses granted to Affiliate Partner and its Learners – Students, Faculty, Staff and Alumni (“Users”) are non-exclusive, non-transferable, revocable right to access and use the intended Services subject to the terms and conditions of the Coursera for Campus Platform. It is intended that Users are registered Learners of Affiliate Partner and/or the institution. Services includes selected courses, access to Coursera’s Course and/or Specialization certificate service, including access to Course assessments and grades. “Courses” or “Specializations” means courses and specializations from the world’s top universities and instructors, for consumption via the proprietary platform developed by Coursera (“Platform”). “User License” means the right for a single User to access the Content Services for an unlimited number of Enrollments. “Enrollment” means registration to participate in a single Course, and such Enrollment shall be deemed used once a User registers for a Course and does not either (i) manually opt out or (ii) automatically unenrolled due to low activity, in both cases during the trial period. The platform provided will have all the courses or Specializations from all available universities and companies and features that are available under ‘Coursera for Campus’ for India, shall be made available to the Users of the Affiliate Partner.
2. Upon expiration of the validity of the User Licenses issued, access to the Platform will no longer be made available by Coursera under this Agreement. (Access to the paid Courses will be given till the expiry of the validity of the User Licenses).
3. Affiliate Partner here by agree and consistent with Coursera’s policies and practices, including at a minimum: (1) User Licenses will expire twelve (12) months from the respective User Launch Date, (2) no termination for convenience, (3) no intellectual property rights, including rights, titles, and interests in and to the Platform, Courses, and Specializations are purportedly passed to Affiliate Partner; (4) the Affiliate Partner shall be expressly prohibited from any of the activities prohibited under this Agreement as per the terms set forth in Section 1 ‘User Licenses’ herein; (5) Affiliate Partner shall protect and not disclose any Confidential Information; (6) Affiliate Partner shall endeavor to permit Coursera to use the logo of Affiliate Partner in customer lists and marketing materials where appropriate; (7) Affiliate Partners confirm its understanding and acknowledge Coursera’s representation regarding Academic Credit contained in Section 15(b) ‘Non-Academic and Academic Credit Use’ hereunder in this Agreement; and (8) Affiliate Partner acknowledge and agree with the marketing terms of Coursera and L4G as per this Agreement.
4. The Parties will cooperate to ensure each User’s compliance with Coursera’s user policies. Each party will respect the confidentiality and privacy of such User data and operate in accordance with applicable law with respect to its use and handling of same. Parties agrees to (a) use Users’ data only for purposes set out in this Agreement; (b) to implement reasonable and appropriate technical and organizational measures to protect Users’ personal information received from Coursera for loss, misuse and unauthorized access, disclosure, alteration and destruction; (c) upon request, to provide Users with access to their personal information included in Users’ data, as well as the ability to correct or delete it; and (d) to make readily available to Users a fair and objective recourse mechanism whereby they may submit complaints with respect to the handling of their personal information.
5. The rights set out in Section 10 ‘User Licenses’ herein above do not include the right to, and Affiliate Partner will not (either directly or indirectly): (i) copy, sublicense, rent, lease, barter, swap, resell, or commercialize the Platform, Courses, or Specializations, in whole or in part; (ii) transfer, transmit, enable, or allow access to or use of the Platform, Courses, or Specializations, whether in whole or in part, by any means, to a third party; (iii) create external derivative works of the Platform, Courses, or Specializations; (iv) use the Platform, Courses, or Specializations in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene, or otherwise objectionable in Coursera’s reasonable discretion; (v) “crawl,” “scrape,” “spider,” or otherwise copy or store any portion of the Platform, Courses, or Specializations for any purpose not contemplated under this Order Form (e.g., in order to mimic the functionality and/or output of the Platform, Courses, or Specializations, in whole or in part); (vi) disassemble, reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying logic of any portion of the Platform, Courses, or Specializations; (vii) use the Platform, Courses, or Specializations as part of any machine learning or similar algorithmic activity; or (viii) publish or distribute the Platform, Courses, or Specializations, or materials derived from the Platform, Courses, or Specializations, to third parties.
6. **Launch Date.** “Launch Date” shall mean the date that Coursera gives access to Platform to the Users (“Learners”) to access Content Services.
7. **Course Duration.** The duration for each of the course is as decided by respective Course Provider and/or Coursera, Inc. and as stated in the Coursera for Campus Platform. In order to encourage Students to abide by Coursera’s terms of use, L4G and/or Affiliate Partner shall not condense the timing of Courses or Specializations to a shorter period such that the condensed timing would encourage plagiarism or cheating.
8. **Transferability.** User Licenses are not transferable among the Learners, however, L4G reserve the right to transfer a User License to a different Learner in special cases with the necessary approvals.
9. **Hiring/Internship Cooperation.** L4G and Affiliate Partner in coordination and support of

Coursera, shall cooperate in good faith to develop and facilitate a program for Students to connect with potential hiring partners for employment and internship. Notwithstanding the foregoing, the parties agree and acknowledge that nothing in this Agreement, including any rights or obligations shall be conditioned on any specific hiring outcome and L4G and its Partners make no guarantees of any employment or interviews with potential hiring partners.

10. Term.

a) The Term of this Agreement will be three (3) years from the Effective Date of this Agreement unless terminated in accordance with Section 11 (Termination) hereunder.

b) If the Parties do not renew this Agreement by mutual consent, after expiration of the validity of the User Licenses, access to the Platform will no longer be made available by Coursera however Access to the paid Courses will be given till the expiry of validity of respective User Licenses.

11. Termination.

a) Termination for Breach. Either Party may suspend performance or terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

b) Effects of Expiration or Termination. Upon expiration or termination of this Agreement for any reason: (i) all rights granted and obligations incurred by one Party to the other that are intended to cease upon expiration or termination will cease immediately; (ii) upon request each Party will promptly return or destroy all Confidential Information of the other Party; and (iii) all Services shall immediately cease, provided that the Parties agree that in the event of non-payment, Services shall terminate only for the User Licenses for which payment is overdue and unpaid and access to paid Users and Courses will continue until the expiry of the validity of such User Licenses that have been duly paid for.

12. The Parties may, subject to mutual agreement as to the specific content, issue joint publicity materials, including, but not limited to, press releases. Other than as set forth herein, neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Agreement or the performance of Services hereunder. Without limitation of the foregoing, Affiliate Partner shall not engage in any misleading communications that might state or imply that any Course Creators endorse, support, or have partnered with the Affiliate Partner. Affiliate Partner shall provide conspicuous notice to Users that completion of Courses or Specializations does not provide Users with academic credit from the Course Creators. Affiliate Partner shall not use any logos or other branding elements of a Course Creator, provided that Affiliate Partner may make factual statements about the availability of Courses and Specializations using plain text.

13. Intellectual Property. Coursera retains all rights, titles, and interests in and to the Platform, Courses, and Specializations and improvements thereto, together with any tools, materials, specifications, guidelines, and instructions provided by Coursera, as well as all intellectual property rights, including all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights. L4G retains all rights, titles, and interests in any tools, materials, specifications, guidelines, and instructions provided by Coursera and L4G, as well as all intellectual property rights, including all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights that belongs to Coursera and L4G. Affiliate Partner will not remove, obscure, or alter any copyright or trademark notices or other notices provided in or through the Platform, Courses, or Specializations. Any rights not expressly granted by Coursera and L4G are reserved by Coursera and L4G respectively.

14. Confidential Information.

a) Obligations. Each Party will: (i) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (ii) not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential and who are trained and reliable. Each Party (and any affiliates, employees, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Order Form, while using reasonable care to protect it. Each Party is responsible for any actions of its affiliates, employees, and agents in violation of this section. "Confidential Information" means information disclosed by a Party to the other Party under this Order Form that is marked as confidential or would normally be considered confidential under the circumstances.

b) Exceptions. Confidential Information does not include information that: (i) the recipient of the Confidential Information already knew; (ii) becomes public through no fault of the recipient; (iii) was independently developed by the recipient; or (iv) was rightfully given to the recipient by another Party.

c) Required Disclosure. Each Party may disclose the other Party's Confidential Information when required by law and must notify the other party of such disclosure.

15. Representations and Disclaimers.

a) Representations. Each Party represents that: (i) it has full power and authority to enter into the Agreement; and (ii) it will comply with all laws and regulations applicable to its performance of its obligations under this Agreement. Notwithstanding any other provision of this Agreement, neither Party shall take any action or omit to take any action under this Agreement or in connection with its business that would cause it to be in violation, in any applicable jurisdiction, of: (i) anticorruption laws and regulations, including but not limited to the Foreign Corrupt Practices Act (U.S) and The Bribery Act 2010 (U.K.); or (ii) anti-money laundering laws or regulations. Organization represents that it is in compliance with the various economic sanctions programs administered by the U.S. Department of

Treasury's Office of Foreign Assets Control and that Organization is not currently listed on any Excluded or Denied Party List maintained by any U.S. Government agency.

b) Non-Academic and Academic Credit Use. Courses under this Agreement shall be used for Affiliate Partner's standard learning and development training purposes. Such courses are to be used as supplemental materials to in-person instruction. If Affiliate Partner chooses to assign credit for such content, Affiliate Partner is solely responsible for ensuring adequate pathways towards degree completion based on content availability. Affiliate Partner acknowledges that: 1) L4G, Coursera and the Content Creators do not represent or warrant that the content meets any accreditation or regulated learning time standards; 2) L4G, Coursera and the Content Creators will not be responsible to update Affiliate Partner and its Students (Users) on any substantive changes or availability of content; and 3) L4G, Coursera and the Content Creators do not guarantee the availability of the content.

c) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. COURSERA PROVIDES ITS PRODUCTS AND SERVICES "AS IS" AND DOES NOT WARRANT THAT THE OPERATION OF ITS PRODUCTS AND SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

16. Indemnification.

a) By Affiliate Partner. Affiliate Partner will indemnify, defend, and hold harmless L4G from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Affiliate Partner brand features or other content used in accordance with this Agreement infringe or misappropriate any intellectual property rights of a third party; or (ii) involving actions by Users and other individuals associated with Affiliate Partner (e.g., harassment on forums, plagiarism).

b) By L4G. L4G will indemnify, defend, and hold harmless Affiliate Partner from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Coursera's technology used to provide the Platform or any Coursera brand features used in accordance with this Agreement infringe or misappropriate any intellectual property rights of such third party. Notwithstanding the foregoing, in no event shall L4G have any obligations or liability under this section arising from: (i) use of the Platform or Coursera brand features in a modified form or in combination with materials not furnished by Coursera and/or L4G; or (ii) any content, information, or data provided by Affiliate Partner, Users, or other third parties.

c) General. The Party seeking indemnification will promptly notify the other Party of the claim and

cooperate with the other Party in defending the claim. The indemnifying Party has full control and authority over the defense, except that: (i) any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (ii) the other Party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

17. Limitation of Liability.

a) Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

b) Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY AFFILIATE PARTNER AND OR ITS STUDENTS TO L4G FOR THE SUBJECT USER LICENSES ALLEGING LIABILITY UNDER THIS SECTION IS RAISED BY EITHER PARTY.

c) Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a Party's intellectual property rights by the other Party, or indemnification obligations.

18. Miscellaneous.

a) Notices. All notices must be in writing and addressed to the attention of the other Party's authorized Person.

The contact for L4G shall be:

L4G Solutions Private Limited
Plot No. 280, Road No. 78, Jubilee Hills, Hyderabad - 500034, Telangana, India

Attn: Angel Saxby, Vice President
Email: angelsaxby@l4g.in

The contact for Affiliate Partner shall be:

Chaitanya Bharathi Institute of Technology, Gandipet,
Hyderabad, Telangana - 500075, India

Attn: G. Pardha Saradhi Varma
Email: principal@cbit.ac.in

Notice will be deemed given: (i) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within five business days of posting if sent by registered or certified post; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or by email to the fax number or email address, as applicable, explicitly provided by one Party to the other Party for this purpose, provided that if a notice is sent by email, a copy must also be sent to the email addresses of the parties stated above.

b) Assignment. Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

c) Force Majeure. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control.

d) No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

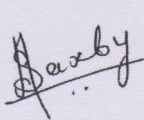
e) Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose, and the remainder of this Agreement will continue in full force and effect.

f) No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

g) Non-Solicitation. Neither Party shall hire or solicit any employee of the other who has been associated with the Proposal or the Project for the duration of this Agreement and for three (3) years thereafter without the express written consent of the other party.

h) No Bribery. The parties, their respective agents and subcontractors (or anyone acting on the Parties behalf) may NOT offer, promise or provide any item of value, pay bribes or make improper payments to any public officials, including but not limited to any Customer employees, agents or representatives, directly or indirectly in order to: (a) obtain new business, (b) retain existing business, and/or (c) secure any improper advantage.

i) No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.



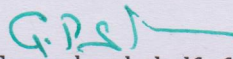
For and on behalf of
L4G Solutions Private Limited
By
Name: Angel Saxby
Title: Vice President
Date: 15-April-2021

j) Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.

k) Governing Law and Alternate Dispute Resolution. This Agreement shall be enforced and interpreted under the laws of India exclusive of its choice of law provisions. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by confidential mediation, administered by the Indian Arbitration Conciliation Act. If settlement is not reached within 30 days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by confidential arbitration administered by the Indian Arbitration Conciliation Act, by one or more arbitrators appointed by the parties with mutual consent in compliance with the Rules. In case the parties couldn't arrive consensus in appointing the Arbitrator(s), the Claimant shall approach the competent court in Hyderabad seeking appointment of the Arbitrator(s). The arbitration shall be conducted in English. The place of arbitration shall be Hyderabad, India. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any action or proceeding brought to enforce the terms of this Agreement brought by a party shall be brought in the courts in Hyderabad, India, and the parties hereby submit to the exclusive jurisdiction and venue of such courts for purposes of any such action.

l) Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement. The enforceability, terms and conditions of this Agreement shall not be affected, amended or superseded by the issuance or acceptance of a purchase order delivered for the Services that are the subject of this Agreement.

m) Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.



For and on behalf of
Chaitanya Bharathi Institute of Technology
By
Name: G. Pardha Saradhi Varma
Title: Principal
Date: 15-April-2021

