

SERVICE AGREEMENT

Between



JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY, KAKINADA

And



KNOWLEDGE BASE TECHNOLOGIES INDIA PRIVATE LIMITED, HYDERABAD

On

20th June 2011

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered on 20-06-2011 ("Effective Date") by and between:

Jawaharlal Nehru Technological University, Kakinada, AP, India having established under AP Government Act 30 act by the Govt, of AP during August 2008 (hereinafter referred to as "JNTUK", which expression shall expression shall include wherever the context so requires, its employees, agents, assigns and successors-in-interest); hereinafter referred to individually as a "Party"

AND

M/s Knowledge Base Technologies India Private Limited, a company incorporated under Indian Companies Act, 1956 having its registered office at G 401, Galada Towers, Adj. Pantaloon Lane, Begumpet, Hyderabad-500016 (hereinafter referred to as "KBT", which expression shall expression shall include wherever the context so requires, its employees, agents, affiliates, assigns and successors-in-interest); hereinafter referred to individually as a "Party" and collectively as "Parties."

WHEREAS:

A. JNTUK is a Technological University offering UG, PG & Research Programs and is engaged in developing Student Centered Higher Education focusing on Networking of Teaching, Research and Corporate Systems so as to synergize their functions and share their resources and infusion of ICT in all Courses.

B. Knowledge Based Technologies India Private Limited (KBT), a total educational IT solutions provider, focuses on Web Enabled Embedded Products, university/college management systems and Student Information System (SIS) Software, with the standards of AICTE.

JNTUK has also agreed to engage the services of KBT India Private Limited for establishing total automation environment in the functioning of day to day administrative, managerial and academic matters of JNTUK, such as management of university website, affiliations, examinations, evaluation,



student attendance, hostel management solutions etc., through extensive deployment of state of the art ICT.

NOW, THEREFORE, the Parties agree as follows:

1. PROJECT AND SERVICES:

1.1. KBT shall provide to JNTUK the following services and such other services as JNTUK may require from time to time ("Service(s)");

(c) Acting as an interface with the industry for the benefit of the student and JNTUK to popularize JNTUK's courses, build a brand, provide necessary connectivity to enable JNTUK to showcase its courses, faculty, training modules,;

(d) Brand building for the JNTUK in the industry, in India and abroad;

(e) Procurement of internship and employment opportunities for the students in various companies depending on the student profile and industry requirement;

(f) Arranging online recruitment, placement and selection for eligible students for placements in their respective specialties;

(g) Help to organize seminars, formal and informal meetings, interactive sessions with industry leaders, eminent corporate and management professionals, conduct workshops, organize student exchange programs, and such other events as may be required and designed to enhance the student-industry interface/interaction and to provide exposure both at national and international levels and bring visibility and disseminate the various courses, programs and courses of JNTUK and of its students.

(h) Establishing for JNTUK a total automation environment of the administrative, managerial and academic functions of JNTUK through extensive deployment of ICT (the "Project"); under the Project, KBT shall develop such automation products ("Product(s)") and deliver such Services as

Pannoga Reddy A/

V. Prasad

may be required for completion of the Project and more specifically described in **Exhibit -A** of this agreement.

(i)KBT shall provide to JNTUK access to world class content, faculty services and any other services to enable JNTUK to achieve world class standards in education;

(j)JNTUK shall provide infrastructure and other resources to KBT to carry on the above services or business activities efficiently.

1.2. Subsequent to the execution of this agreement, the Parties shall execute one or more Statement(s) of Work ("SOW(s)") providing the details of the Project, its requirements, technical specifications, project management structure, schedule of deliverables, time schedules, fee structure, payment and such other information as may be required for the completion of the project and may be mutually agreed to by the Parties.

1.3. All products, software and updates shall be delivered by KBT through on line and the same may be provided through CD-ROM. JNTUK understands and agrees that delivery of software does not include disclosure of the source code of the software.

1.4. The Parties' undertake to implement projects based on their shared vision, common goals and in a spirit of mutual trust.

1.5. KBT may partner with any company, institution, organization or such other entity as may be required, for rendering the Services to JNTUK. During the period of this agreement JNTUK shall not approach or enter into agreements or arrangements with any third party with respect to any of the Services provided herein and 4 years thereafter, unless JNTUK obtains prior written consent from KBT. In the event that the JNTUK refuses or does respond in the time frame stipulated for the acceptance of any opportunity, contract, deals or other arrangement procured by KBT for the consideration of JNTUK, KBT shall have the option and right of offering the same for consideration to any third party at its option.

Pranav Reddy A.

V. K. K.

2. ADDITIONAL SERVICES:

2.1. During the six (6) months following the Effective Date, KBT shall at its own cost after satisfying the feasibility of return of investment agrees for establishment and/or facilitation of establishment of an academic staff college to provide training and skill enhancement for the faculty of JNTUK and affiliated colleges, to bring the faculty at par with international standards of teaching.

2.2. In addition to above, KBT shall endeavor and facilitate JNTUK's interaction with foreign universities, institutions, research organizations etc., to gather information regarding employment in the technological field, opportunities for higher studies in various disciplines, tie-ups with foreign universities, and such other student and JNTUK centric opportunities.

3. SERVICE AND FEE STRUCTURE:

It is mutually agreed that JNTUK shall initially engage the services of KBT for a period of 4 (four) years as per mutually agreed terms of detailed objectives, project management structure, schedule of deliverables, time schedules, fee structure and payment / reimbursement of expenses if any on a case to case basis.

The parties shall extend the tenure of operation beyond 4 (four) years as deemed necessary upon mutual agreement.

4. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS:

All intellectual property contained in or forming a part of any Product or Service or Software/Tools provided to JNTUK ("KBT Intellectual Property") is and shall remain the property of KBT or its vendors, as the case may be. JNTUK shall, for the term of this agreement or for such term as the Parties may mutually decide from time to time, only have the right and license to use the said Product or Intellectual Property for its own internal purposes. JNTUK shall not make unauthorized copy or copies of, or reverse engineer or disassemble any software; technology or tangible objects that utilize KBT Intellectual Property and the group can also extend the expertise and its products and services to other institutions.

Ramdy Reddy A/

V. Anand

5. CONFIDENTIALITY;

5.1. "Confidential Information" as referred to in this agreement shall mean all information not in the public domain or otherwise excluded pursuant to Section 6.3 below, in any form emanating from either Party or their employees, agents, licensees, contractors or suppliers, and relating to either Party or any of their services or products, which is used in the business of either Party. Confidential Information shall include, but shall not be limited to, all technology, trade secrets, know-how, data, designs, drawings, formulas, technical information, KBT Intellectual Property; research and development programs; product specifications; manufacturing methods, procedures, and processes; computer software, its source code and output; marketing data, customer lists, sales and customer information; financial and cost data, estimates, and projections; product, marketing, and business plans and strategies; together with analyses, studies, and any other documents or compilations of business information whatsoever, whether written or unwritten, which contain or otherwise reflect any such information, data or material.

5.2. Each Party hereunder agrees to use its best efforts to prevent disclosure of the other Party's Confidential Information. Such efforts shall include but shall not be limited to protecting the Confidential Information with the same degree of care as the Party protects its own Confidential Information, except that it shall not use less than a reasonable standard of care.

5.3. Confidential Information shall not include:

- Information that is in the public domain at the time of disclosure, or thereafter comes into the public domain (other than by breach of this Agreement by the recipient);
- Information property in the possession of the other Party prior to its disclosure by the other Party, or which is independently developed without resort to the disclosed Confidential Information and substantiated by documentation;
- Information which is disclosed to either Party in good faith by a third party unaffiliated with either Party with the legal right to make such disclosure;
- Information for which either Party by written agreement authorizes unrestricted use; and Information disclosed as required by any laws, rules and regulations.

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6. INDEMNITY:

JNTUK shall indemnify and hold harmless KBT, its owners, parent Companies, divisions and affiliated entities and all of their respective employees, from and against any and all loss (including loss of goodwill) claims, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel incurred by KBT in any action or proceeding between KBT and the JNTUK and any third party or otherwise) arising out of or caused by:

- (a) any negligent act or omission of JNTUK,
- (b) any breach by the JNTUK of its obligations provided under Sections 0 and 6,
- (c) any violation of applicable law, rule or regulation.

7. NOTICES:

Any notice or other formal communication to be given under this agreement by any Party to the other Party shall be communicated over email / fax for instant reach and delivered by hand or sent by pre-paid courier or registered post at the following address or such other address as the Parties may from time to time designate by written notice to each other.

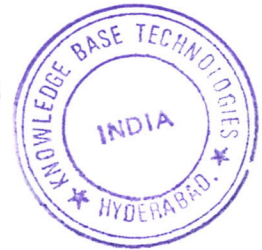
To KBT:

Name: A.Rammohan Reddy, CEO

Address: G 401, Galada Towers, Adj. Pantaloon Lane, Begumpet, Hyderabad-500016

Phone: 040-40165424

Fax: 040-40032579



To JNTUK :

Name: Dr. V. Ravindra

Address: Registrar, JNTU Kakinada

Phone: 9704700005

Email: registrar @ jntukakinada.edu.in

Fax: 0884-2300901

Rammohan Reddy - A/.

V. Ravindra

9. **Survival:** The Sections 0, 6 and 11 shall survive the termination of this Agreement.

10. **Amendment:** No amendment or modification of this Agreement shall be valid unless the same is made in writing and signed by both Parties.

11. **Dispute Resolution:** Any dispute with respect to this Agreement shall be referred to a sole Arbitrator appointed by the Parties for determination under the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be Hyderabad.

12. **Jurisdiction:** Any dispute arising between the Parties shall be subject to the jurisdiction of Hyderabad Courts.

IN WITNESS WHEREOF, the Parties hereto have set their hands on and executed this Agreement as of the Effective Date mentioned above in presence of the following witnesses.

Knowledge Base Technologies

Hyderabad

(through duly authorized representative)

Signature: _____

A. Rammohan Reddy

Name: A. Rammohan Reddy

Title : CEO

Date: 20-06-2011



Witnesses:

1) _____

Jawaharlal Nehru Technological University,

Kakinada

(through duly authorized representative)

Signature: _____

V. Ravindra

Name: Dr. V. Ravindra

Title : Registrar

Date: 20-06-2011

2) _____