

Email Services AGREEMENT

THIS email services **Agreement** (the "Agreement") is and made effective as of 24th day of December, 2009 ("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 include wherever the context so requires, its employees, agents, assigns and successors-in-interest); hereinafter referred to individually as a "Party"

AND

M/s Social Media India Limited, a company incorporated under Indian Companies Act, 1956 having its registered office at Laxmi Cyber City, Block 'B', 3rd floor, Kondapur, Hyderabad- 500084 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 "SMIL&KBT", which 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. SMIL and KBT are one of the world's leading internet technology companies with offices across the globe and engaged in development and hosting of student portals, development of educational software, providing of email services and among others.
- C. Customized email services means enabling the end users to send and receive email at JNTUK domain name and any further services that SMIL&KBT may provide from time to time as part of this agreement.
- D. Pursuant to Service Agreement executed on 11 June 2009, SMIL&KBT during the last 6 months have had discussions with industries, media, industry bodies like the CII, EEPC and also experts from the academia and World Bank as to what are the immediate needs of JNTUK to enable it to be a technologically superior and a global university with a brand of its own, leaving behind its regional image. Based on our extensive research and experience of working closely with the JNTUK administration on their various ICT requirements (Affiliation Management, Attendance Management, College & Student Management, Examinations & Results Management Systems and MIS Reports). KBT has developed of a unique web portal for JNTUK and integrated it with fully functional ICT services with various functionalities, at par with international standards.



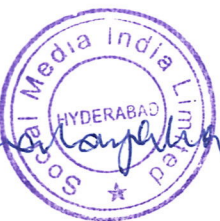

REGISTRAR
J.N.T. University Kakinada
KAKINADA-533 003

Taking this further, as a distinct service to JNTUK, its students and staff, SMIL&KBT have suggested and initiated the development of JNTUK email service, which is ready to be deployed. In short, we created a brand JNTUK. As a communication tool, this email service would propagate the brand JNTUK to the industry, academia, other educational institutions, across the county and the world. All the official communication of the university would be through this email service. It would provide customized services to the university and would create a unique identity for its staff, students and alumni. All the student related information like the results, notifications, attendance, sporting activities, announcements etc would be conveyed through this service.

- E. Students will have the ability to make personal customizations to certain aspects email services through an End User Account, and such customization may include educational requirements whether containing JNTUK content or additional content and/or content from third party content providers via RSS feeds or similar.
- F. SMIL&KBT agrees to provide the email services to JNTU K students and their staff on the following terms and conditions

NOW, THEREFORE, the Parties agree as follows:

1. SMIL&KBT use commercially reasonable efforts to provide the e mail Services to JNTUK during the term of this Agreement. JNTUK agrees that SMIL&KBT may serve advertisements in connection with the customized email Services.
2. Pursuant to this Agreement, JNTUK may use the Service to provide End User customized email Accounts to its End Users.
3. Both parties acknowledge that Information collected by SMIL&KBT may be stored and processed in the India or any other country in which SMIL&KBT established its facilities. By using the customized email Services, JNTUK consents to any such transfer, processing and storage of information.
4. JNTUK agrees that any revenue generated by SMIL&KBT from the Ads or otherwise derived through customized email services will be retained by SMIL&KBT.
5. The initial term for the Service is five years, and will begin on the Service Commencement Date. After the initial term, the Service term will automatically renew for consecutive twelve month renewal terms. If JNTUK does not want to renew either the initial term or any renewal term, then it must give sixty days prior to the end of the applicable term.
6. SMIL&KBT shall not charge fees for the aforesaid services for the initial term.
7. JNTUK acknowledges that its End Users will be bound by terms relating to the use of customized email services which are available to them at the time of opening of end users account.
8. JNTUK will receive the sealed cover for each end user containing the login ID and password and JNTUK should deliver the same to concerned end users.



2,



V. P. Rami
3, REGISTRAR
J.N.T. University Kakinada
KAKINADA-533 003

9. JNTUK agrees to use the service only for the purposes that are legal, proper and in accordance with this agreement and any applicable guidelines and policies. JNTUK agrees that it will not engage in any activity that interferes with or disrupts the service or servers or networks connected to the service.
10. Subject to the terms and conditions of this Agreement, SMIL& KBT shall provide technical support services to JNTUK in accordance with guidelines then in effect for the email services. Prior to making any support request to SMIL&KBT, JNTUK shall first use reasonable efforts to fix any error, bug, malfunction, or network connectivity defect on its own and thereafter, may submit a written request for technical support.
11. SMIL&KBT shall own all right, title and interest, including without limitation all Intellectual Property Rights (as defined below) relating to the customized email service (and any derivative works or enhancements thereof), including but not limited to, all software, technology, information, content, materials, guidelines, and documentation. JNTUK shall not acquire any right, title, or interest therein, except for the limited use rights expressly set forth in the Agreement.
12. Subject to the terms and conditions of this Agreement, JNTUK grants to SMIL&KBT a limited, nonexclusive and non-sub licensable license during the term of this Agreement to display those Customer Brand Features expressly authorized for use in this Agreement, solely for the purposes expressly set forth herein.
13. **Governing Law:** This Agreement and the relationship between JNTU k and the SMIL&KBT shall be governed by the laws of India.
14. **Jurisdiction:** This Agreement, is entered into at Hyderabad in the State of Andhra Pradesh, India and the Parties hereto mutually agree that the exclusive jurisdiction and venue for any action brought under this Agreement shall be at Hyderabad and the Courts at Hyderabad alone shall have exclusive territorial jurisdiction in respect of all issues arising out of or relating to these presents.
15. **Entire Agreement:** This Agreement sets forth the entire understanding and agreement among the Parties as to matters covered herein and supersedes any prior understanding, agreement or statement (written or oral) of intent among the Parties with respect to the subject matter hereof. No modification or amendment hereto shall be valid and effective unless the same is in writing and is signed by both parties.




3. **REGISTRAR**
J.N.T. University Kakinada
KAKINADA-533 003

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in two counterparts, each of which shall be deemed to be an original, as of the day and year first above written.

Social Media India Ltd.
(through duly authorized
representative)

Knowledge Base Technologies India
Private Limited (through duly
authorized representative)

Jawaharlal Nehru
Technological University,
Kakinada

(through duly authorized
representative)

Signature:



Name: D.V.S.S. Lakshminarayana

Title: Whole time Director

Signature:



Name: D.V.S.S. Lakshminarayana

Title: Director

Signature



REGISTRAR

J.N.T. University Kakinada
KAKINADA-533 003

Title : Registrar

Witnesses:

1)



2)