

This Statement of Work for Services ("SOW") is between Institute of Engineering & Management Trust, Rajasthan (also called "you" and "your") and the IBM India Pvt. Ltd. legal entity ("IBM") identified in the signature block of the associated Contract between the Business Partner (Datagami Technology Services Pvt. Ltd.) and IBM.

This SOW will be governed by the terms and conditions of the document identified in the signature block of the associated Contract between the Business Partner (Datagami Technology Services Pvt. Ltd.) and IBM (called "Agreement").

IBM ICE Delivery

1. Scope of Work

IBM will provide you with the IBM ICE Program Delivery services, described in the section of this SOW entitled "ICE Delivery" for the following Programs:

- i. IBM ICE Graduate Programs
- ii. IBM ICE Diploma Programs
- iii. IBM ICE Advanced Certificate Programs

The location(s) at which the Delivery Services will be provided, any applicable Services selected, and other pertinent details relating to the Delivery are contained in the Contract between the Business Partner and IBM.

Assistance with third party applications, not identified in this SOW, is out of scope.

No Machines or Programs are acquired under this SOW.

To the extent there is any contradiction, inconsistency, or ambiguity between the terms of this SOW and the Agreement, this SOW will govern. Capitalized terms not defined in this SOW are defined in the Agreement.

2. ICE Delivery

2.1 Project Management Services

2.1.1 IBM Project Management Responsibilities

The purpose of this activity is to provide an IBM Project Manager who will establish a framework for communications, reporting, procedural and contractual activities for the ICE Delivery.

The IBM Project Manager will:

- a. review the SOW, and any associated documents, with your Point of Contact;
- b. coordinate and manage the delivery activities of IBM's personnel;
- c. establish and maintain communications through your Point of Contact, as defined in the section entitled "Your Point of Contact Responsibilities" below;
- d. review and administer a Project Change Control Procedure with your Point of Contact, as defined in the Contract between the Business Partner and IBM;
- e. prepare and maintain the project plan which lists the activities, tasks, assignments, milestones and estimates for performance of this SOW;
- f. measure, track and evaluate progress against the project plan; and
- g. have regular meetings with Your Point of Contact, the Business Partner and IBM to review project status and progress.

Completion Criteria:

This is an ongoing activity that will be complete when the tasks described as IBM Responsibilities have been completed, according to their completion criteria, or when IBM has met the criteria defined in the Completion Criteria section of this SOW.

2.1.2 Institute of Engineering & Management Trust Responsibilities

Prior to the start of the ICE Delivery, you will designate a person ("Point of Contact"), to whom all communications relative to the Delivery will be addressed and who will have the authority to act on your behalf in all matters regarding this SOW. Your Point of Contact will:

- a. complete and return any questionnaires or checklists within five days of your receipt from IBM, if applicable;
- b. serve as the interface between IBM's project team and all of your departments participating in the Services;
- c. attend status meetings;
- d. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the Services, within two business days of IBM's request;
- e. help resolve Delivery issues, and escalate issues within your organization, as necessary; and
- f. administer the Project Change Control Procedure with the IBM Project Manager.

2.2 On Campus facilitation

IBM's performance is dependent upon your management and fulfillment of your responsibilities under this SOW and the Agreement, at no charge to IBM. Any delay in performance of your responsibilities will be handled in accordance with the Project Change Control Procedure.

You will:

- a. make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;
- b. provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at the location specified in the Contract between the Business Partner and IBM;
- c. provide all information and materials reasonably required to enable IBM to provide the Services. You agree that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by you;
- d. if making available to IBM any facilities, software, hardware or other resources in connection with IBM's performance of Services, obtain any licenses or approvals related to these resources that may be necessary for IBM and its subcontractors to perform the Services and develop Materials. IBM will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse IBM for any reasonable costs and other amounts, including costs of litigation and settlements, that IBM may incur from your failure to obtain these licenses or approvals;
- e. be responsible for the courseware content and the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of the courseware and data used in the Delivery from access by unauthorized personnel;
- f. be responsible for the identification of interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, and import laws and regulations. It is your responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes.
- g. ensure that current maintenance, license, and other appropriate agreements are in place with third parties to enable IBM to perform the Delivery under this SOW, where you are using or providing IBM with third party information, support or materials for a project including but not limited to, where you are employing other suppliers whose work may affect IBM's ability to provide the Delivery of the ICE Program. Unless specifically agreed to otherwise in writing, you will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, you are solely responsible for any third party hardware, software or communications equipment used in connection with the Delivery;



- h. unless otherwise expressly stated in this SOW, be responsible for ensuring its own compliance with all laws and regulations, including but not limited to, those pertaining to product safety and regulatory compliance for non-IBM products including those recommended by IBM. You are solely responsible for obtaining advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect your business and any actions you may need to take to comply with such laws. IBM makes no representations or warranties with respect to product safety or regulatory compliance of non-IBM products;
- i. allow IBM to cite your company name and the general nature of the ICE Delivery Services IBM performed for you to IBM's other Universities and other prospective Universities;
- j. consent and will obtain any necessary consents for IBM and its subcontractors to process the business contact information of Client, its employees and contractors worldwide for our business relationship. IBM will comply with requests to access, update, or delete such contact information; and
- k. agree to obtain all necessary permissions for IBM to use, provide, store and process data to which Client gives IBM access to perform the Services. Client is responsible for the security and privacy of such data. Client will not give IBM access to data subject to governmental regulation or requiring security measures beyond those specified in this SOW unless IBM has first agreed in writing to implement additional required security measures.

2.3 Mutual Responsibilities

Each of us will comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export for certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance.

Each of us will provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

2.4 Services to be Provided

2.4.1 IBM ICE Delivery Responsibilities

a) Curriculum consultancy and Courseware

- Collaborative work on curriculum design for the Programs being launched jointly.
- IBM Courseware for each of the specialization courses under the Programs will be kept reasonably updated by constant curriculum inputs from leading industry mentors and from IBM's Lab experts.
- The Specialization courseware for Students enrolled under the Programs at Institute of Engineering & Management Trust will be made available in electronic/printed form, at least 1 week prior to the intended delivery.
- Will nominate a Program Manager for coordination between IBM and Institute of Engineering & Management Trust.
- Award a Certificate of Completion to the Faculty who have successfully completed the T3 training and assessment in the ICE specialization course based on the criteria for the same from IBM.
- Award IBM Digital Badge to all students who complete the IBM ICE Program successfully as per the criteria of Badge issuance.

Provide the University with the IBM Branding Agreement which allows the University to use IBM ICE program Brand for their Marketing campaigns and other campus events.

[Handwritten Signature]

Institute of Engineering & Management
Japur (Jap)



2.4.2 Institute of Engineering & Management Trust Responsibilities

Agrees to:

Designate a person ("Point of Contact"), to whom communications relative to this SOW will be addressed and who will have the authority to act on your behalf in all matters regarding this agreement.

Institute of Engineering & Management Trust will:

a. Assist in the curriculum management

- Nominate Curriculum Program Managers for each Program being run under this Agreement.
- Guide IBM Program team on curriculum inclusion and content development.
- Approve the jointly developed Curricula and courseware.
- Publish new Curricula for each batch as part of Your Programs.

b. Manage the administration of the Program

- Nominate a Point of Contact (SPOC) for coordination with IBM.
- Nominate faculty from Institute of Engineering & Management Trust for the courses under this Agreement, and make them available for the centralized T3 workshops conducted by IBM or its partner.
- Conduct Program promotion through a structured Program campaign.
- Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.
- Share the student data, for all students enrolled under this Program in the designated format, with IBM.

c. Execute the Course delivery

- Run and manage the delivery of classes and labs by competent faculty from Institute of Engineering & Management Trust.
- Provide detailed session plans for the Programs to be provided to IBM.
- Provide access to required infrastructure for running the Programs as per IBM's specifications.
- Institute of Engineering & Management Trust to own the issuance of the degree to the participating students.
- Manage quality of teaching at a high level of academic standards. The faculty will need to pass IBM's qualifying tests from time to time.

d. Miscellaneous responsibilities

- Provide adequate computing infrastructure to the enrolled students for their Lab work.
- Provide adequate bandwidth to the students enrolled in the joint Programs, such that there is no response time constraints faced by them in using the cloud based platform.
- Manage suitable usage of the cloud based platform by students. Institute of Engineering & Management Trust shall provide usage reporting of the cloud based platform at regular intervals.
- Manage excellent Placement record for students enrolled in the joint Programs.
- Institute of Engineering & Management Trust has the responsibility to give the details of the students every semester.
- Institute of Engineering & Management Trust will also be responsible for the communication to IBM of the successful completion of the graduation by any/all of the respective students, relying on which IBM will issue the completion certificate for the Program. Any discrepancies on this will be the responsibility of Institute of Engineering & Management Trust.
- IBM's discharge of its responsibilities under this Agreement is dependent on Institute of Engineering & Management Trust fulfilling all of their responsibilities and that Institute of Engineering & Management Trust will own the students' responsibilities if they fail to comply with any of their responsibilities.

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Institute of Engineering & Management Trust General Responsibilities

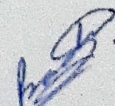
Institute of Engineering & Management Trust will:

- a. make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;
- b. provide a suitable Seminar / Webinar (for Industry Guest lectures) room for the number of students equipped with proper acoustics and Audio/Video equipment's, such as Speakers, multiple Microphones for student Q&A sessions, Projector, Internet Connectivity with adequate bandwidth, Landline Telephone connection in the Seminar/Webinar room, etc.
- c. provide IBM with the address and room details of the training location;
- d. provide a suitable training room for the number of students, including an adequate number of power sockets, an overhead projector and whiteboard and/or flipchart and connectivity to necessary systems and environments;
- e. provide the required equipment and installation (including hardware and software) to run the Course(s) detailed in Scope of Work for the duration of the Course(s);
- f. if required, provide IBM personnel with access at Institute of Engineering & Management Trust premises to set up the equipment for each course running in the university/institute campus on a day prior to the start of each course (this may include access outside of normal business hours);
- g. if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at Institute of Engineering & Management Trust campus;
- h. be responsible for the secure storage of all IBM-owned hardware and software while at Institute of Engineering & Management Trust premises;
- i. allow IBM to cite Institute of Engineering & Management Trust name and the general nature of the Services IBM performed for Institute of Engineering & Management Trust to IBM's other clients/partners and prospective clients/partners as an indication of IBM's experience, unless both Institute of Engineering & Management Trust and IBM specifically agree otherwise in writing;
- j. agree that IBM and its subcontractors/partners may process the business contact information of Institute of Engineering & Management Trust its employees and contractors worldwide for our business relationship, and Institute of Engineering & Management Trust has obtained the necessary consents. IBM will comply with requests to access, update, or delete such contact information;
- k. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Institute of Engineering & Management Trust also agrees that with respect to data that is transferred or hosted, Institute of Engineering & Management Trust is responsible for ensuring that all such data adheres to the laws and regulations governing such data;
- l. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. Institute of Engineering & Management Trust is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations;
- m. be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and
- n. acknowledge that any responsibilities not specifically stated in this SOW as IBM responsibilities are deemed out of scope.

3. Other Terms and Conditions

Both parties agree to the following:

- a. Services under this SOW do not provide any application, system performance, availability or any other quality of service guarantees, implied or otherwise. Actual quality of service and performance results are dependent upon your environment, workload, and infrastructure.
- b. IBM may use open source software in connection with the software application Services provided under this SOW. Open source software is licensed and distributed to you by the open source software distributors and/or respective copyright and other rights holders ("Right Holders") under the Right Holders' terms and conditions. IBM is neither a party to the Right Holders' license nor a distributor of the open source software and is performing the Services on your behalf and based


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upon your specifications. IBM does not provide any express or implied patent license or other license to open source. IBM uses open source software "AS IS" and makes no representations or warranties, either express or implied, with respect to open source software or any software or Material provided to you under this SOW that links to or interacts with such open source software. IBM will not indemnify you against any claim that open source software infringes a third party's Intellectual property right nor will IBM be liable for any damages arising out of your use or distribution of open source software. Both of us agree that modification or creation of derivative works of open source software is outside the scope of this SOW. You will be notified if any open source software is used.

- c. No warranty or support is included as a part of this SOW. Any additional assistance beyond the scope of this SOW will require a separate SOW or a Project Change Request ("PCR").
- d. IBM may engage subcontractors to provide or assist in providing Services, in which case IBM remains responsible for the fulfillment of its obligations under this SOW and for the performance of the Services.
- e. IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit for IBM Systems Unit Services and Offerings at <https://www.ibm.com/technologyconnect/gdpr/index.xhtml?aliasId=Gdpr> apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services, if and to the extent the i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

4. Deliverables

The following Materials will be delivered under this SOW.

ICE Program deliverable summary

Delivery component	Delivery details
Curriculum workshop	Once at the beginning of the engagement in online mode. Any further requirement for curriculum workshop/updates will be executed over the phone.
Certificate of completion (for Students)	One consolidated completion certificate or IBM Digital badge in relation to the completion of Program shall be provided, on being informed by the University, about the successful completion of the Program by the student(s) who had enrolled into the IBM specialization program. The University/Institution represent and warrant that, they will provide accurate details on the number and details of the students who have completed the program, based on which IBM will issue the relevant certificates or badges of completion to those students.
Certificate of completion (for Faculty)	One completion certificate for participation and completion of each Teach the Teacher (T3) program attended, shall be provided, on being informed by the University/Institute and upon confirmation from the Subject Matter Expert who delivered the T3 program.
Courseware content	For Portal and printing courseware text books
IBM Branding	Approval for the End User to use IBM Branding for their Marketing campaigns and other campus events

Reference: This SOW will be governed by the terms and conditions of the document identified in the signature block of the associated Contract between the Business Partner and IBM (called "Agreement"). This is covered or enlisted as in Annexure 1.

5. Completion Criteria

IBM will have fulfilled its obligations for the Services described in this SOW when any one of the following first occurs:

- a. IBM completes the IBM responsibilities described in this SOW, including provision of the deliverable

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Materials; and

- b. the Services are terminated in accordance with the provisions of the Agreement identified in the Contract between the Business Partner and IBM.

6. **Estimated Contract between the Business Partner and IBM**

The Services will be performed consistent with the estimated contract between the Business Partner and IBM specified in the Contract between the Business Partner and IBM. Both parties agree to make reasonable efforts to carry out our respective responsibilities in order to achieve the estimated contract between the Business Partner and IBM.

If the Contract between the Business Partner and IBM signature date is beyond the Estimated Start Date, the Estimated Start Date will automatically be extended to the first business day following the date of the last signature on the Contract between the Business Partner and IBM. The Estimated End Date will automatically be extended by the same number of days.

7. **Arbitration**

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement/Agreement for Courses and Education Materials or the subject matter thereof will be referred to a sole arbitrator to be appointed by a mutual agreement between the Parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each Party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996. The seat of arbitration will be Bengaluru and the cost of arbitration will be shared by the Parties.



Annexure

List of Available Programs

1. List of Offerings under the IBM ICE Integrated Graduate Program

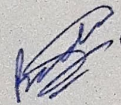
Specialization in Cloud Computing & Virtualization
Specialization in Open Computing
Specialization in Mobile Application Development
Specialization in Telecom Informatics
Specialization in Healthcare Informatics
Specialization in E-Commerce, Retail & Automation
Specialization in Banking, Financial Services and Insurance
Specialization in Cyber Security & Forensics
Specialization in Graphics & Gaming
Specialization in Manufacturing Systems
Specialization in IT Infrastructure
Specialization in Internet of Things and Smarter Cities
Specialization in Mainframe Technology
Specialization in Data Science
Specialization in Oil & Gas Informatics
Specialization in Artificial Intelligence and Machine Learning

2. List of Offerings under the IBM ICE Diploma Program

Specialization in Cloud Computing & Virtualization
Specialization in Open Computing
Specialization in Mobile Application Development
Specialization in Telecom Informatics
Specialization in Healthcare Informatics
Specialization in E-Commerce, Retail & Automation
Specialization in Banking, Financial Services and Insurance
Specialization in Cyber Security & Forensics
Specialization in Graphics & Gaming
Specialization in Manufacturing Systems
Specialization in IT Infrastructure
Specialization in Internet of Things and Smarter Cities
Specialization in Mainframe Technology
Specialization in Data Science
Specialization in Oil & Gas Informatics
Specialization in Artificial Intelligence and Machine Learning
Specialization in Business Analytics

3. List of Offerings under the IBM ICE Advanced Certificate Program

Specialization in Cloud Computing & Virtualization
Specialization in Open Computing
Specialization in Mobile Application Development
Specialization in Telecom Informatics
Specialization in Healthcare Informatics
Specialization in E-Commerce, Retail & Automation
Specialization in Banking, Financial Services and Insurance
Specialization in Cyber Security & Forensics
Specialization in Graphics & Gaming
Specialization in Manufacturing Systems
Specialization in IT Infrastructure
Specialization in Internet of Things and Smarter Cities
Specialization in Mainframe Technology
Specialization in Data Analytics
Specialization in Oil & Gas Informatics
Specialization in Artificial Intelligence and Machine Learning



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