

MEMORANDUM OF UNDERSTANDING [MOU]

FOR BUSINESS CONTRACT

BETWEEN

M/S. EMPIEZO IT SOLUTION PRIVATE LIMITED

AND

GNITS

(G NARAYANAMMA INSTITUTE OF TECHNOLOGY AND SCIENCE FOR WOMEN)

This Memorandum of Understanding (The "MOU") is made on this 21th Mon Day of JANUARY, 2020 (the "Effective Date") at Hyderabad

By and Between:

M/s. EMPIEZO IT SOLUTION PRIVATE LIMITED, [CIN: U72900TG2016PTC112567] a Private Limited Company, Incorporated under the Companies Act, 2013, having its registered office at H NO.5-231, Flat No.231, Road No.13 Deepthisree Nagar, Madinaguda, Hyderabad, Rangareddi - 500049, Telangana, India represented by its Director, Ms. Sireesha Kasinadhuni, holding DIN: 07571833, R/o: Plot No 13, H No 17-198/13, Sri Panchajanya Enclave Hyderabad - 500049, Telangana, India (hereinafter called as FIRST PARTY)

(Hereinafter referred to as the "Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the First Party/Company)

AND

G Narayanamma Institute of Technology and Science for women, Shaikpet Rd, Ambedkar Nagar, Shaikpet, Hyderabad, Telangana 500104. [hereinafter called as SECOND PARTY],

(Hereinafter referred to as the "SECOND PARTY" which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART)

(The "FIRST PARTY" and "SECOND PARTY" are also referred to individually as "Party" and collectively as "Parties" to this Agreement)

The meanings set forth for defined terms in this Agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neutral forms as the context may require.

WHEREAS,

1. The first party is the is a new-age service provider of Analytics and Advanced Big Data Solutions in various domains like Retail, Bio-Informatics, Healthcare, IoT, AgriTech, & FinTech with diversified cross vertical experience.
2. Whereas the second party is G Narayanamma Institute of Technology and Science for women, Shaikpet Rd, Ambedkar Nagar, Shaikpet, Hyderabad, Telangana 500104 It is approved by the All India Council for Technical Education and accredited by National Board of Accreditation with an 'A' grade.
3. The above parties come to an understanding to pursue businesses detailed in this document, under such terms and conditions as are being agreed upon by both the parties. Both the parties agree mutually that the Parties possess the relevant experience and technology that are required to execute the assignments taken up.

PURPOSE AND SCOPE OF THE MOU:

1. Empiezo will mentor the Departments and startups working under various R & D programs supported by GNITS.
2. GNITS and Empiezo will be looking for the possibility of engaging innovators in the complementary domain from both organizations to co-innovate in the disruptive technologies.
3. Innovators from GNITS may undergo immersion program at Empiezo on an outsourcing model to develop specific Proposals, which is on a case to case engagement of faculty and students
4. Empiezo may be actively engaging with the student innovators and academic innovators associated with GNITS in the form of conducting workshops, Faculty Development Programs supported by GNITS under various supported channels to nurture them along with the GNITS.

The parties hereto have agreed that the terms and conditions of this association, which so far had been discussed and agreed orally, should now they be recorded and documented in the interest of the Parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER the parties hereto intending to be legally bound in consideration of mutual Agreements and covenants contained herein do hereby agree as follows

1. DEFINITIONS AND INTERPRETATIONS:

In this MOU, unless the context otherwise requires, the following words shall have the meaning ascribed thereto when used in capitalized form elsewhere in this MOU.



- a. **"MOU Agreement"** means this Memorandum of Understanding of Association and Execution Agreement executed between the Parties.
- b. **"Applicable Law"** means all laws applicable to both the Parties according to the respective countries including Acts, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, direction, directives and standards of any governmental authority which are legally mandatory in nature affecting obligations of either of the Parties.
- c. **"Approvals"** means any approval, consent, permit, license, authorization, certificate, exemption, filing, registration, ordinance, guidelines, policies, notices, direction, directives and standards of any Governmental Authority which are legally mandatory in nature and/or other requirements, which are required under Applicable Law.
- d. **"Arbitration"** means any and all disputes ("Disputes") arising out of or in relation to or in connection with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in Tamilnadu, India in accordance with the terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral proceedings shall be English. The Arbitrator shall be appointed by both the parties mutually. The Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.
- e. **"Confidential Information"** means all information, knowledge or data that was disclosed to or known by Recipient as a consequence of or through Recipient's business relationship with the Discloser (including without limitation any information, knowledge or data that is clearly marked as "confidential" or "proprietary" in tangible form or identified as "confidential" or "proprietary" if orally disclosed) about:
- (i) the Discloser's activities, services, products, formulas, computer programs and systems, techniques, sketches, drawings, models, know-how, apparatuses, equipment, algorithms, trade secrets, inventions, discoveries, customer records, processes, information relating to research, development, inventions, work performed or to be performed for customers, contractual agreements, lists of past, current or prospective customers, lists of employees and salary information, marketing plans, strategies, financial information, and forecasts;
 - (ii) the Discloser's customers and vendors and their activities, plans, products, processes and services; and
 - (iii) information which Recipient has a reasonable basis to know was created, modified or used and held secret by the Discloser or that was accepted by the Discloser from any third party under an obligation of confidentiality.



- f. **"Exempt Information"** means information that: (i) the Receiving Party or any of its Affiliates possessed before the Disclosing Party or its Affiliates disclosed it under this Agreement; or (ii) is or becomes publicly known (other than as a result of breach of this Agreement by the Receiving Party or its Representatives); (iii) the Receiving Party or any of its Affiliates obtains from a third party free of any confidentiality obligation to the Disclosing Party or its Affiliates with respect to such information; or (iv) is independently developed by or on behalf of the Receiving Party or its Affiliates without the use of the Confidential Information.
- g. **"Effective Date"** means the date of commencement of the present MOU Agreement as notified.
- h. **"ForceMajeure"** means act of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which the Party could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a governmental authority, nor the performance, non-performance or exercise of rights under any agreement shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure.
- i. **"Patent"** means any patent, certificate of invention, inventors certificate, utility model or similar forms of protection, or other form of protection (including applications, divisionals, continuations, continuations-in-part, and substitutions thereof; all foreign patent applications corresponding to the preceding applications or directly or indirectly claiming priority to or from any of the foregoing; and all U.S. and foreign patents granted on any of the preceding applications, including extensions, reissues, and re-examinations), granted anywhere in the world covering an invention which is a Technical Development.
- j. **"Intellectual Property Rights"** means all intellectual property rights owned at present or in the future to be owned by Franchisee or including but not limited to name, marks, characters, artwork, designs, trade names, trademarks, or Service marks, training material, marketing material that is in tangible or other electronic form or medium, copyright, technical know-how, all system and process specific information, domestic or foreign letter patent, patent, patent application, patent license, inventions, invention disclosures, software or software usage rights, formulae & processes, proprietary data & data bases & all other similar items of intellectual property, whether registered or not, including any rights created by use thereof used or permitted to be used by Franchisor.



- k. "Guidelines" shall mean all such processes and procedures formed and agreed upon between the parties to this Agreement in order to enable the parties in case of doing business with each other.
- l. "Term/Period" means the period of this Agreement commencing with the Effective Date and continuing for 3 years unless terminated earlier in accordance with the present Agreement.

m. **Interpretation**

- i. headings are for convenience only and do not affect interpretation or construction of this Agreement;
 - ii. except where the context otherwise requires, reference to one gender include all genders and the singular includes the plural and vice versa;
 - iii. except where the context otherwise requires, references to any enactment shall include reference to such enactment as re-enacted, amended or extended and any sub-ordinate legislation made under it;
 - iv. references to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;
 - v. except where otherwise indicated, reference to Article, sub-section, recitals and Annexure are to Article, Sub-section, recitals and Annexure of this Agreement;
 - vi. where under the terms of this Agreement either Party accepts an obligation to use "reasonable endeavors" in and towards the fulfillment of any objective or occurrence the full extent of that Party's obligation shall be to take all such steps which a prudent, determined and reasonable person, acting in his own interests and intent on the fulfillment of such obligation would take; the rule of construction, if any, that a agreement should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply.
2. **INTENT:** The intent of this MOU is to express the willingness of both parties to engage in the role of Principal Investigator, Bio Medical Engineer, IOT Team and any other Additional Support. Specific activities under this MOU will be identified through consultation between the Parties.
3. **PURPOSE:** The specific purpose of this MOU is to establish an overarching framework for collaboration between the Parties. This framework will be based on mutually agreed upon product development, Prototyping, Attract investors to build deployable model's etc.

The appropriate formal agreements will be executed as required by law for any activities that result from this collaboration

4. **SCOPE OF WORK:**

The work to be performed by the PARTIES under this Business Contract shall be as set forth in the Agreement. FIRST PARTY will exercise its best efforts to complete



the Services in a professional and diligent manner. All business dealings shall be in the name of the First Party.

5. NATURE AND PLACE OF BUSINESS:

The principal place of business for the said Project shall be the Registered Office of the First Party. The First Party shall lend a hand and offer the role of Principal Investigator, Mentor the Teams and any other Additional Support. The Second Party shall assist with the prototyping as soon as the team for the project is finalized by the First Party. The term for assisting by the Second Party shall not exceed 4 months from the date of finalizing the team.

The Second Party shall be provided with all the information on the progress and development of the product and prototyping.

The First party possesses the resources and knowledge for the kind of business it is into.

6. DATE OF COMMENCEMENT:

This MOU becomes effective upon the date of the last Party to sign ("effective date") and Will continue in effect for one years. It may be modified by mutual written consent or terminated by either party upon a 30 day advanced written notice to the other party. The Parties agree to evaluate the MOU periodically during the effective period, but at least once annually, on or before the anniversary of the effective date. Upon evaluation, either Party shall have the option of continuing, modifying, or cancelling this agreement as provided for in this MOU.

All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.

In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

7. GENERAL TERMS OF MOU:

- a. First Party represents the Second Party to develop the product expand its capabilities and leading expertise in bringing projects for development and manufacturing orders upon agreed commercial terms and payments between the Parties.
- b. The projects contemplated by this Agreement will be of a mutual interest and is benefited to the Parties and to the clients, and shall further the instructional and research objectives of First Party.
- c. When the First Party receives Funding from various entities, the Total amount received as fund shall be utilized for the prototyping and Product Development by the First Party and nothing else.



- d. No referral fee or share shall be given to the Second Party by the First Party for the Funding received by various entities, rather First Party may continue to engage the resources from the Second Party on paid engagements up to a specific percentage as per the norms of the First Party.
- e. Both the Parties will mutually agree for and sign for the scope of development work carried by First Party and any projects leaps with proper scientific justification should be mutually agreed upon.
- f. All rights, title and interest in and to any inventions or technologies of First or Second Party, respectively, existing on or before the Effective Date, and all rights, title and interest in and to any inventions or technologies developed by Second or First Party outside the MOU hereunder shall be the exclusive property of the respective party.
- g. First Party and Second Party will each disclose respectively to the other Party all inventions discovered under this Agreement and owned by the disclosing Party promptly after becoming aware of such inventions.

8. COMMERCIALS OF THIS ASSOCIATION:

If the Investment is in abundance and excess more than the required Investment than a referral Fee for the idea, support and man-hours spent shall be taken into consideration for the same as per the market trend as on that date, upon mutual understanding of both the Parties.

9. STANDSTILL PROVISIONS:

The Second Party shall not, without the consent of the First Party

- a. Enter into any commitment or transaction for acquisition of property, business or any other asset, or do anything which is not mentioned in the MOU and which would have a material adverse effect on the Business and the Proposed Transaction, save and except in the ordinary course of business; or
- b. Conduct the Business otherwise than in the ordinary course; or
- c. Enter into any commitment, transaction arrangement or agreement with related parties; or
- d. Incur any substantial indebtedness.

10. RESOURCE OBLIGATIONS:

This MOU describes in general terms the basis upon which the Parties intend to cooperate. It does not create binding, enforceable obligations against any Party. All activities undertaken pursuant to the MOU are subject to the availability of personnel, resources and appropriated funds. This MOU does not affect or

supersede any existing or future agreements or arrangements among the Parties and does not affect the ability of the Parties to enter into other agreements or arrangements related to this MOU.

11. ROLES AND RESPONSIBILITIES OF EACH PARTY:

- a. Each Party shall be operating in the interest of this association and the individuals named as representing each Party shall be responsible for managing, monitoring and maintaining effectiveness of this association. They are entitled to appoint office managers, supervisors, advisors, consultants and other staff after due consultation with each other:
- b. Each Party is entitled to enter into agreements, deeds, contracts, etc., with Central/State Government(s), Corporations, Local Authorities, Companies, Firms, Individuals and body corporate etc., and also to institute suits against the above organizations / individuals during the course of business.
- c. The duties and responsibilities and obligations of the partners shall be governed by the spirit of this Association. A monthly meeting, duly minuted, shall be organized, documented and filed appropriately to track the progress of this association upon the consent of both the Parties.
- d. Each party shall be just and faithful to other party in all transactions relating to the business and shall give a true and correct account of the same shall be reasonably required and shall not do any act detrimental to the interest of the association.
- e. No party shall have the right to sell, mortgage or encumber in any manner his/her/their right title and interest in the business or its assets and shall do or cause to be done any such thing or act whereby their interest in the association may in any manner be encumbered.
- f. No party shall have the right to raise loan in their individual or collective capacity or in the name of the association.
- g. No party shall have the right to open bank account on behalf of the association, unless they agree to in writing.
- h. No party shall have the right to compromise or relinquish any claim.
- i. No party shall have the right to withdraw any suit(s) or proceeding(s) filed on behalf of the firm, unless the same is agreed to in writing.
- j. No party shall have the right to purchase or sell vacant sites or buildings, assets in his/her name on behalf of the firm, unless the same is agreed to in writing.
- k. No party shall have the right to Lend any fund (arising out of this association) or give credits to any other persons, unless agreed to in writing.



- l. No party shall have the right to mortgage or change his share in the profit of the firm, unless agreed to in writing.
- m. No party shall have the right to give any security or promise for the payment of the money on the account of the association, unless agreed to in writing.
- n. No partner shall have the right to draw, accept or endorse any bill of exchange or promissory note on account of the firm, unless agreed to in writing.

12. BANKERS:

Unless agreed to in writing, no separate Bank account is being contemplated or envisaged.

13. RECORDS AND BOOKS OF ACCOUNTS:

That all necessary records and books of accounts shall be maintained separately by the First Party, to reflect the transactions undertaken on behalf of this association and that these shall be kept in place of business of the First Party. These shall be available and open to review during the normal office hours. The terms records and books also extends to filings made with the statutory authorities (for instance GST, Tax Deducted at Source etc) for transactions related to the association.

14. ACCOUNTING YEAR:

The accounting year of the firm shall be [twelve months] from the first day of April to 31st March every year.

15. ADMISSION/EXIT OF OTHER PERSONS(S) TO THE ASSOCIATION:

New persons (individuals, firms, companies etc) may be admitted to the association on a need basis and with the mutual and written consent of both the Parties. Existing parties do have the right of first refusal under this situation.

16. CONFIDENTIALITY AND NON-DISCLOSURE:

The Party receiving the Confidential Information (the "Receiving Party") of the other Party (the "Disclosing Party") agrees to maintain the Disclosing Party's Confidential Information with at least the same degree of care it holds its own information and in any case not less than a reasonable degree of care. The Receiving Party will not use the Disclosing Party's Confidential Information except in connection with the Projects, The Receiving Party will disclose the Disclosing Party's Confidential Information only to its officers, employees and any permitted sub-contractors concerned with the Project or the conduct of work under the Project Plan, but will neither disclose the Confidential Information to any third party nor use the Confidential Information for any other purpose without written permission of the Disclosing Party. Other provisions of this Article notwithstanding, a Receiving Party may disclose to third parties ("Third Party



Disclosure") Confidential Information of the Disclosing Party as required by law or regulation, provided that the Receiving Party provides reasonable advance written notice to the Disclosing Party of such Third Party Disclosure so that the Disclosing Party may seek a protective order or other remedy. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of the Agreement, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose.

All Confidential Information and copies thereof are, and will remain, exclusively owned by the respective Discloser. All items and information prepared by Recipient incorporating or derived from any part of the Confidential Information of Discloser will also be considered Confidential Information of Discloser and owned exclusively by Discloser. Nothing herein will be construed as a transfer or license, or offer to transfer or to license, to Recipient any present or future right, title or interest in the Confidential Information of Discloser. Recipient will promptly provide to Discloser (i) improvements to or derivations of the Confidential Information of the Discloser, or any portion thereof, that Recipient conceives of, reduces to practice, creates, prepares or discovers in reliance on such Confidential Information, and (ii) any additional information relating to such Confidential Information that is received, collected or generated by Recipient, by reason or as a result of receiving such Confidential Information. Recipient will assign to Discloser or Discloser's designee all rights, title and interest in and to all intellectual property rights in such improvements, derivatives and information, and such will be treated as Confidential Information of Discloser under this Agreement. Recipient will, at the expense of Discloser, take all steps reasonably requested by Discloser, and Discloser's successors and assigns, to secure for and vest in Discloser, and Discloser's successors and assigns, such rights.

INJUNCTIVE RELIEF: It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Recipient of any of said covenants and that any such breach by Recipient will cause Discloser great and irreparable injury and damage. Accordingly, Recipient agrees that Discloser shall be entitled, without waiving any additional rights or remedies otherwise available to Discloser at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by Recipient of any of said covenants.

17. NOTICES:

Any notice, request or other communication required to be given under this MOU must be in writing and be served personally or mailed to the other party by registered post, addressed to the parties at their respective addresses that each party shall provide to the other in writing. Any notice or other communication as above shall be deemed given and received on the date of delivery or on the 5th Business day following the day of mailing of the same by prepaid registered mail or by courier delivery service with return receipt requested to the party to be notified at the addresses set forth:

First Party :

**EMPIEZO IT SOLUTION PRIVATE LIMITED**

H NO.5-231, Flat No.231, Road No.13 Deepthisree Nagar,
Madinaguda, Hyderabad, Rangareddi - 500049, Telangana, India.
Email: sirisha.k@empiezointsolutions.com

Second Party:

Survey No. 288 Nizampet Road, Krishnaja Hills, Bachupally, Kukatpally, Hyderabad,
Telangana 500090

18. TERMINATION OF THE ASSOCIATION:

If any of the parties are wanting to /willing to terminate this association, then the party willing to do so MUST give three months written notice in advance to other party of the effect. Under such circumstances, the other Party shall have an automatic right to explore opportunity with another person and the right of first refusal shall no longer apply. The period of 3 months may be reduced through the mutual consent of the Parties.

A separate account shall be drawn up at the time of the termination of this agreement to arrive at any amounts that may be due to either party. Confidentiality about the methodology of work and contacts will have to be maintained at all cost.

19. NON-SOLICITATION:

During the subsistence of this Agreement and for a period of two years after the termination of this Agreement and, each party agrees not to directly or indirectly solicit, hire or otherwise engage any employee or contractor of the other party. The Parties also agree that for a period of one year after the termination of a relationship between one party and a particular employee or contractor of that party, the other party will not to directly or indirectly solicit, hire or otherwise engage such employee or contractor.

20. INSOLVENCY:

When either of the parties is adjudicated insolvent, the association shall automatically stand suspended because of their inability to do business going forward.

21. GOODWILL:

No Goodwill shall be considered and payable to by either of the party on termination.

22. ARBITRATION:

If any dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of these Terms



and Conditions, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by the Franchisor. Decision of the arbitrator shall be final and binding on both the parties to the dispute. The place of arbitration shall be Hyderabad, India. The Arbitration & Conciliation Act, 1996 as amended, shall govern the arbitration proceedings.

In case of any disputes arising or interpretation or enforcement of terms of the partnership between the parties or their legal representatives, the same shall be referred to an arbitrator and the decision of the arbitrator shall be final and binding on partners. The respective Courts of Hyderabad shall be the place of such proceedings.

The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Section shall survive the termination or cancellation of this Agreement.

Each party shall pay its own proportionate share of arbitrator fees and expenses [plus the fees and expenses of the arbitrator it designated (if there are three arbitrators) and the arbitration fees and expenses of [the American Arbitration Association/the Judicial Arbitrator Group]. The arbitrator[s] shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion].

23. ALTERATION:

The parties are entitled to alter, annual, amend, abandon, amplify, modify and in any suitable manner with the mutual consent of all the partners.

24. GOVERNING LAW:

This Agreement and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with, the laws of India without having regard to the conflict of laws provisions thereunder. All disputes arising in connection with this Agreement or further agreements resulting thereof, shall (in first instance) exclusively be settled by the competent courts in Hyderabad, India.

25. MISCELLANEOUS:

- a. **Reservation of Rights:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be

construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement. All remedies of the Parties under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

b. **Severability:** All provisions of this Agreement shall be severable and no such provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not render such other provisions invalid. In the event of the invalidity of any provision of this Agreement, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein. If any provision of this Agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid.

c. If any provision of this Agreement shall be prohibited by or adjudicated by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other provisions or the validity or enforcement of this Agreement. The Parties shall agree to replace such severed provision by such provision which shall reflect the fundamental intention of the Parties to enter into this Agreement.

d. **Amendments:** This Agreement shall not be altered, modified or supplemented except in writing by all Parties hereto.

26. **Independent Parties:** Each of the Parties shall act in all matters relating to the Agreement as an independent party and nothing contained herein shall constitute any of them as the agent or partner or employee of the other.

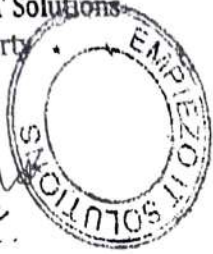
27. **Counterparts:** This Agreement shall be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

WITNESS WHEREOF, the above parties hereto have executed and signed on this deed with free will and consent without any undue influence with a balanced state of mind, on the XX day the year.

Dr. SIRISHA KASINADHUNI
Director, Empiezo IT Solutions
on behalf of First Party

Place: Hyderabad
Date: 27-01-2020

Signature: *Sirisha Kasinadhuni*



K. Ramesh Reddy
Dr K Ramesh Reddy,
Principal, GNITS,
on behalf of Second Party

Place: Hyderabad
Date: 27-01-2020



WITNESSES

(Signature, Name and Address):

- M N Prasad* M N PRASAD
- Parvathi*

WITNESSES

(Signature, Name and Address):

- M. Sectha* Dr. M. Sectha
Professor & HOD, CSE
GNITS
- K. Sindhura* K. Sindhura, CSE Dept
Asst. professor, GNITS

CONFIDENTIAL