

CONSULTANCY AGREEMENT

This Consultancy Agreement is made and entered into on 25 January 2021 by and between **SMARTBRIDGE EDUCATIONAL SERVICES PRIVATE LIMITED** with its principal place of business located at 2nd floor, Plot No 132, Bapuji Nagar, Habsiguda, Main Road, above DCB bank, Nacharam, Hyderabad, 500076, (hereinafter referred to as SMARTBRIDGE or COMPANY and Party of the First Part.)

And

Department of CSE, G.NARAYANAMMA INSTITUTE OF TECHNOLOGY AND SCIENCE, with its principal place of business located Shaikpet, Hyderabad, Telangana 500104 (hereinafter referred to as GNITS CSE or CONSULTANT and Party of the Second Part.)

WHEREAS, the SMARTBRIDGE is in the business of design, development, manufacturing and supplying of Internet of Things (IoT) & Artificial Intelligence (AI) based solutions & products.

WHEREAS, the GNITS CSE has expertise in the area of building solution with Artificial Intelligence, Data Science, Free Open-Source Software, Mobile Development, High Performance Computing & Internet of Things.

WHEREAS, the SMARTBRIDGE desires to engage the GNITS CSE to provide certain services in the area of GNITS CSE's expertise and the GNITS CSE is willing to provide such services to the SMARTBRIDGE;

NOW, THEREFORE, the Parties hereby agree as follows:

ENGAGEMENT AND SERVICES

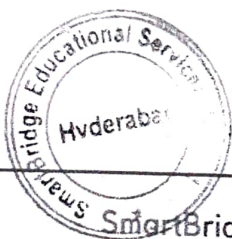
Engagement

SMARTBRIDGE hereby engages GNITS CSE to provide and perform the services set forth in **Appendix A** attached hereto (the "Services"), and the GNITS CSE hereby accepts the engagement.

Standard of Services.

All Services to be provided by GNITS CSE shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that GNITS CSE has projected. SMARTBRIDGE shall provide such access to its information, property and personnel as may be reasonably required in order to permit GNITS CSE to perform the Services.

Arjy



11/25/21

SmartBridge Educational Services Pvt. Ltd.

Plot No 132, Above DCB Bank , 2nd Floor, Bapuji Nagar, Habsiguda, Nacharam Main Road, Hyd - 500076.

GOVERNING LAW AND DISPUTE RESOLUTION

Disputes under this agreement shall be resolved by discussion between such senior management functionaries as the Parties may nominate for that purpose. If they fail to resolve a dispute amicably within 15 days of its commencement, the parties shall refer the dispute to binding arbitration to a sole arbitrator at a place mutually agreed upon by both parties.

GENERAL

This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

Further, this Agreement to be read with the detailed and mutually agreed conditions laid down in the Confidentiality and Non-Disclosure Agreement, appended and to be entered between the parties, the conditions of which binding upon both the parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties

For SmartBridge Educational Services Private Limited

Signature:



Name: Mr. Amarender Katkam

Title: Founder, CEO

Date:



G. Narayanamma Institute of Technology & Science (for Women)

Signature:


PRINCIPAL

Name: Dr. K. Ramesh Reddy

Title: Principal

Date:

G. Narayanamma Institute of Technology & Science (for women)
(AUTONOMOUS)
Shaikpet, Hyderabad - 500 104

Signature:

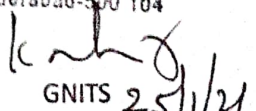

25/1/21

Name: Dr. M. Seetha **Dr. M. SEETHA**

Title: HoD, CSE

Professor & HOD,
Department of C.S.E.
G. Narayanamma Institute of Technology & Science
(For Women)
Shaikpet, Hyderabad-500 104




GNITS 25/1/21
PRINCIPAL
G. Narayanamma Institute of Technology & Science (for women)
(AUTONOMOUS)
Shaikpet, Hyderabad - 500 104

Tools, Instruments and Equipments.

GNITS CSE will utilize its own facilities such as tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties. However SMARTBRIDGE can be requested to provide proprietary and licensed software/hardware access for speedy completion of the Services.

Representation and Warranty.

GNITS CSE represents and warrants to the SMARTBRIDGE that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

Intellectual Property Rights

This consultancy agreement purely on outsourcing model, hence the intellectual property rights of software / algorithms / application developed as per Annexure A will be with company only. SMARTBRIDGE will be the 100% owner of the works developed under this consultancy agreement

CONSULTANCY PERIOD

Commencement

This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement.

Termination

This Agreement may be terminated by either party with 30 day notice in writing, if there is any breach in the terms of the Agreement, NDA, unsatisfactory performance of the Second party ie. GNITS CSE or failure on the part of the First party i.e. SMARTBRIDGE to honour the stipulated conditions, timely payments, facilities to be provided etc. or any sort of inconvenience caused to the second party for smooth extension of their agreed consultancy service. The payment for the period of service rendered in the month shall be settled, without having any dues to the Second party kept in pending

Effect of Termination

Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise exclusively expressed in this Agreement.

SMARTBRIDGE



GNITS

25/1/24

CONSULTANCY FEE AND EXPENSES

Consultancy Fee

In consideration of the services to be rendered hereunder, the Company shall pay consultant a consultancy fee of **INR 1,00,000 (One Lakh Rupees)** for the Services provided, which is inclusive of all expenses like hardware procurement, travel, software tools and applicable taxes.

Expenses

Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts. All the expenses are covered in the Consultancy fee mentioned.

Payment

The payment shall be made by the SMARTBRIDGE for the work scope agreed which is divided into three phases of Services as specified in Appendix A. Upon completion of each phase of the work product the company shall release the agreed payment as mentioned in the Appendix A. All such payment requests shall be due and payable within fifteen (15) working days after receipt thereof by the Company.

Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. If the event of the interruption of the excused Party's obligations continues for a period in excess of 30 calendar days, either Party shall have the right to terminate this Agreement upon 10 calendar days' prior written notice to the other Party.

Assignment

The Services to be performed by Consultant hereunder are personal in nature, and Company has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party.


SMARTBRIDGE




GNITS 25/1/21

APPENDIX - A

PROJECT SCOPE & SERVICES

Project Title:

Development of natural language processing-based algorithms for the user input classification, rating, and recommendation system

Project Description:

In this project the consultant needs to develop a NLP algorithm to process the user input text against a pre-set context or questions and provide the ratings for the pre-defined metrics.

The project shall include following sub modules

1. Development of Q&A datasets
2. NLP based algorithm to process the user input / answer
3. Algorithm to generate ratings for pre-defined parameters (i.e. Communication, Relevancy, Confidence, etc.)
4. Algorithms to generate recommendations to the user

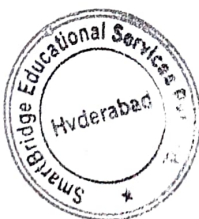
The consultant shall also build the necessary dataset to build the algorithms

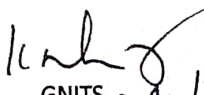
Requirements:

- a. Algorithm shall be supplied as Jupyter notebooks with sub modules for each functionality along with mathematical equations.
- b. The Model shall give at least 95% accuracy on computational platforms like NVIDIA Jetson TX2 Platforms.

Consultant shall setup development & test environment at their campus


SMARTBRIDGE




GNITS 28/1/24

DEVELOPMENT TEAM, DATA PRIVACY:

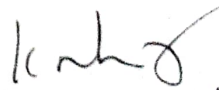
- a) The consultant shall identify the best team with a project manager for working on above scope with prior declaration of their names & experience to Company. The consultant shall execute an NDA document with team members and same shall be submitted to Company.
- b) All the development works shall be maintained securely and un-authorized access to the algorithms shall be avoided.
- c) Any change in team shall be intimated to the company with a prior notice

PROJECT REVIEW MEETINGS:

- a) The consultant & company representatives shall meet every fortnight at either company or consultant premises or online to review the project status and to provide any inputs necessary same shall be recorded as Minutes of Meetings.
- b) All the communication between company & consultant shall happen through official emails of either parties.


SMARTBRIDGE




GNITS 25/11/21

DELIVERY SCHEDULE & PAYMENT TERMS:

The consultant shall deliver the project as per the delivery schedule mentioned in the table and he will be paid based on the milestones against the invoice:

Milestone Description	Milestones	Delivery Schedule, (From signing of Agreement)	Payment, % of Total Project Cost
1. Project Kick-off meeting	Milestone-I	60 Days	20%
2. Development of Q&A datasets			
3. NLP based algorithm to process the user input / answer (phase 1)			
4. Algorithm to generate ratings for pre-defined parameters (phase 1)	Milestone-II	120 Days	20%
5. NLP based algorithm to process the user input / answer (phase 2)			
6. Algorithm to generate ratings for pre-defined parameters (phase 2)	Milestone-III	150 Days	20%
7. Algorithm to generate recommendations to the user	Milestone-IV	180 Days	20%
8. Final Integration & Testing on Specified Hardware	Milestone-V	240 Days	20%
9. Final Acceptance & Handover			