



తెలంగాణ తేలంగానా TELANGANA

Tran Id: 230728175917057854

Date: 28 JUL 2023, 06:01 PM

Purchased By:

SRINATH IMARATI

S/o SRIKANT IMARATI

R/o HYDERABAD

For Whom

PRICEWATERHOUSECOOPERS SERVICE DELIVERY CENTER (BANGALORE) PVT. LTD

C. J. AZ 892671  
G. Sreemanth

GOPA SREEMANTH  
LICENSED STAMP VENDOR

Lic. No. 15-10-038/2019

Ren.No. 15-10-072/2022

Shop No: 7, Plot No: 44,

Serilingampally, Madhapur,

Hyderabad

Ph 9703416341

## Collaboration Agreement

This Collaboration Agreement ("Agreement") is made by and between:

1. PricewaterhouseCoopers Service Delivery Center (Bangalore) Private Limited, having its registered office at Quay Building, 4<sup>th</sup> Floor, Bagmane Tech Park, Byrasandra Village, KR Puram Hobli, CV Raman Nagar, Bangalore KA 560093 ("AC Bangalore")
2. PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited, having its registered office at 13<sup>th</sup> Floor, South City Pinnacle, Plot No. X1-1, Block EP, Sector V, Salt Lake, Kolkata – 700091 ("AC Kolkata")
3. PricewaterhouseCoopers Acceleration Centre India Private Limited, having its office at Quay Building, 4<sup>th</sup> Flr, Bagmane Tech Park CV Raman Nagar Bengaluru Bangalore KA 560093 IN ("India AC")

AND

4. G. Narayanamma Institute of Technology and Science (GNITS), having its registered office at Shaikpet Rd, Ambedkar Nagar, Shaikpet, Hyderabad, Telangana 500104 ("University")

is effective as of August 1, 2023 ("Effective Date").





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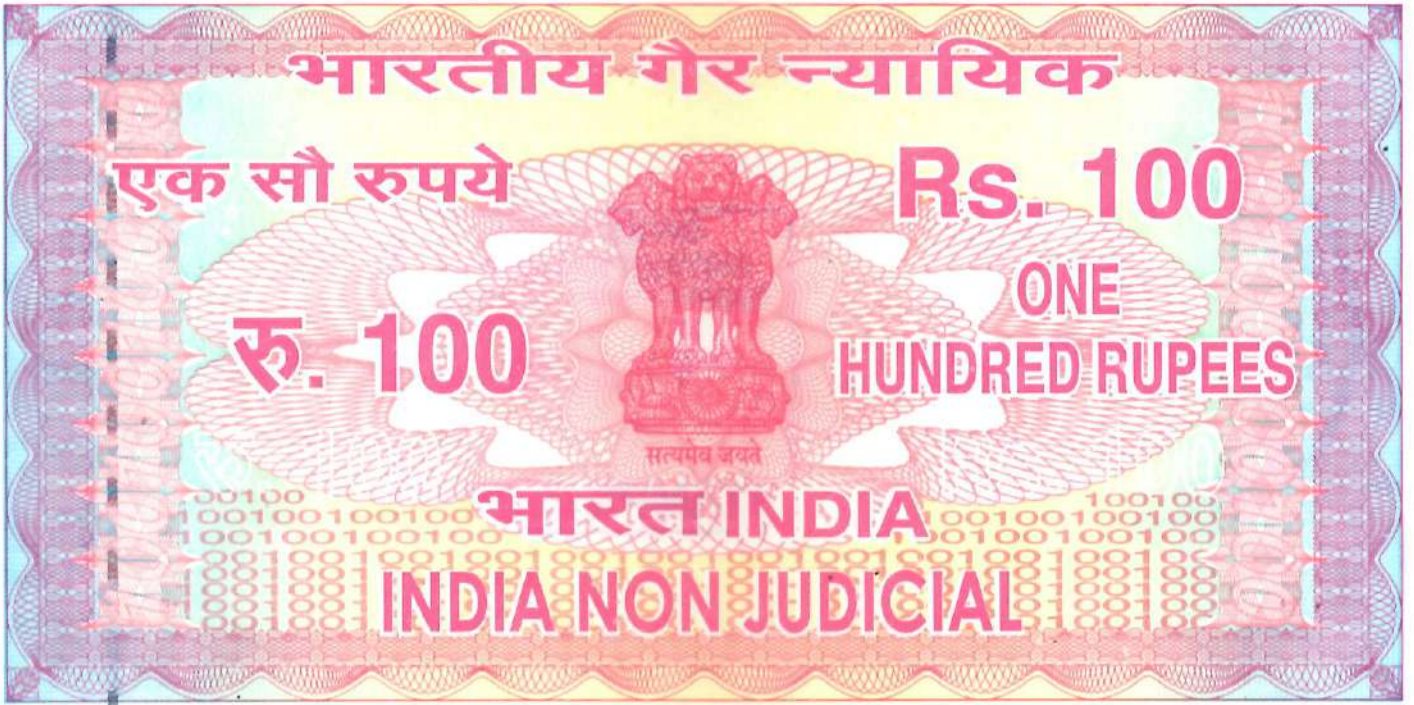
**WHEREAS:**

- AC Bangalore, AC Kolkata and India AC are collectively called as the “**PwC Group India Acceleration Center(s)**”.
- Any one or more of the entities of the PwC Group India Acceleration Center(s) may enter into individual Statement(s) of Collaboration (“**SOC**”) with the University by referencing this Agreement as the governing document, to undertake collaboration activities as detailed in the SOC.
- For the purposes of this Agreement, all references to PwC shall mean the relevant PwC Group India Acceleration Center entity who enter into the SOC with the University.
- The PwC Group India Acceleration Center entity or entities who enter into the SOC and University are referred to in this Agreement, individually, as a “**Party**” and together as the “**Parties**”
- PwC Group India Acceleration Center(s) and University desire to enter into a non-exclusive arrangement to enable certain collaboration efforts. This Agreement defines broadly the activities to be undertaken and the respective rights and obligations of the parties with respect to such collaboration.

**Terms and Conditions**

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:





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*G. Sreemanth* AZ 892673  
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Ren.No. 15-10-072/2022  
Shop No: 7, Plot No: 44,  
Serilingampally, Madhapur,  
Hyderabad  
Ph 9703416341

## 1. Collaboration Rights and Obligations.

- (a) Each Party shall agree to undertake the following activities in furtherance of this Agreement:
- Entities under PwC Group India Acceleration Center(s) shall engage in the activities and provide mutual consultation and support as described in the SOC (the "Activities"). The Parties shall make their designated representatives available to consult with each other as needed or reasonably requested concerning the Activities. The Parties shall engage in ongoing discussions regarding additional collaborative activities as appropriate.
  - Furnish the other Party with appropriate information relating to the Activities as described in the relevant SOC.
  - Discuss potential public marketing, collaboration or educational programs or opportunities, as mutually agreed by the Parties.
  - Review and discuss current projects and efforts on a periodic basis as mutually agreed by the Parties.
- (b) Each Party is responsible for its own costs and expenses in performing its obligations under this Agreement, and neither Party is obligated to reimburse the other Party for any costs or expenses that a Party incurs in performing its obligations under this Agreement.





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Hyderabad

Ph 9703416341

## 2. Intellectual Property.

### (a) Definitions

“**Background Work Product**” means work product, Content, or intellectual property developed prior to or outside the scope of this Agreement and provided by a Party for use pursuant to this Agreement including any pre-existing products or educational content. Each Party will retain sole ownership of all Intellectual Property Rights in and to all Background Work Product that such Party has created or creates.

“**Content**” means literary, artistic, or educational works of authorship, including text, images, videos, and other artistic works.

“**Derivative Work**” means a work that is based on an underlying work and that would be a copyright infringement if prepared without the authorization of the copyright owner of the underlying work.

“**Intellectual Property Rights**” means all current and future worldwide patents and patent rights, copyrights, trademarks, service marks, trade dress, trade secrets, know-how and other intellectual property and proprietary rights.

“**Marks**” means a Party’s name, logos, trademarks, service marks, trade dress, and any other branded materials.





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**“PwC Other Materials”** means, (1) PwC speaker materials (including live or pre-recorded content) to the extent such PwC speaker is speaking/presenting in furtherance of the Activities, (2) any know-how, trade secrets, or other competitive or proprietary information of PwC’s, including but not limited to competitive information with respect to how PwC provides services to its clients, and (3) any other materials explicitly designated as PwC Other Materials in an SOC in each case, regardless of whether University provides input, updates, or contributions to any of the foregoing.

**“PwC Work Product”** means all Work Product provided or created solely by PwC (or any permitted third party of PwC), including all Background Work Product provided or created by PwC as well as any modifications, enhancements or Derivative Works of the foregoing.

**“Work Product”** means educational, technological, scientific, commercial, operational or financial products, deliverables, inventions, literary works and other works of authorship in any form (such as Content, software, programs, programming tools, reports, drawings, learning assessments, data, and similar works), which are created, developed or provided by a Party for incorporation into the Content or otherwise to further the collaboration endeavors pursuant to this Agreement.

**(b) Ownership of Intellectual Property.**

**PwC Intellectual Property.** PwC will solely own all Intellectual Property Rights in and to: (i) PwC Work Product, (ii) PwC Content, (iii) any PwC technology, software or other materials developed by PwC independently, and (iv) PwC Other Materials (collectively, “PwC IP”). To the extent any rights to the PwC IP would otherwise vest in University, any of its affiliates, or any of its or their respective employees or



contractors, University hereby assigns (and will cause each other party to assign) to PwC all right, title and interest in and to the PwC IP.

(c) **License**

**Content Clearance.** Each Party shall be solely responsible for securing all necessary third-party consents, authorizations, permissions, approvals, and licenses related to its own Content and Work Product, for inclusion in the Content or other use under this Agreement.

**Reciprocal Licenses:** Each Party grants the other Party a non-exclusive, perpetual, royalty-free license to use its Content and Work Product solely to the extent necessary to use the Work Product for its own business and educational purposes and solely for the intended purpose, excluding any use of the other Party's Marks, which shall be prohibited without the prior express written consent of the owning Party in each case.

**PwC Other Materials:** PwC grants University a non-exclusive, perpetual, royalty-free license to use the PwC Other Materials that are provided to University by PwC for any purpose without the prior consent of PwC, provided that University shall not use or disclose any PwC Other Materials to any third party.

**No Implied Rights.** Neither Party will have the right to use or exploit any Intellectual Property Rights of the other Party except as expressly provided in this Agreement, or as otherwise may be agreed in a written agreement signed by the Parties.

3. **Term and Termination.**

- (a) Unless terminated earlier in accordance with its terms, this Agreement shall have an initial term of 1 Year following the Effective Date. This Agreement may be extended by a written amendment executed by the Parties. Unless terminated specifically, termination of this Agreement shall not affect any ongoing SOC(s).
- (b) Either Party may terminate this Agreement and/or the SOC(s):
- (i) upon thirty (30) days' prior written notice, at any time;
  - (ii) immediately, upon written notice, if the other Party breaches any of the terms or conditions of this Agreement and does not cure such breach within ten (10) days after its receipt of written notice of such breach from the non-breaching Party; or
  - (iii) immediately, upon written notice, if the other Party has acted dishonestly, committed an act of misconduct or acted in any way that adversely affects the terminating Party's reputation.
- (c) PwC may terminate this Agreement including all ongoing SOC(s) under this Agreement, if PwC concludes that (i) the existence of this Agreement and/or the relationship created under this Agreement constitutes (or may constitute) an impairment of independence with respect to a Restricted Entity (defined below) or (ii) continuation of all or any portion of the Agreement and/or any of the Activities contemplated under this Agreement conflict with any other applicable law, regulation, rule or professional standard to which PwC is subject, this Agreement shall be subject to immediate termination by PwC upon written notice to University ("**Termination for Independence**"). A "**Restricted Entity**" is an entity from which PwC must be independent under applicable laws, regulations, rules or professional standards.
- (d) Upon any termination of this Agreement:

- (i) The Parties shall cease their Activities under this Agreement;
  - (ii) Neither Party shall continue to hold itself out as having a relationship with the other Party under this Agreement; and
  - (iii) Each Party shall promptly cease use of, and return or destroy (as mutually agreed), all materials and other properties of the other Party, including all Confidential Information (as defined in Section 5(a)) it has received (or to which it has otherwise gained access) pursuant to this Agreement. Notwithstanding the foregoing, each Party may keep such copies of the other Party's Confidential Information as necessary to comply with its document retention policies and in accordance with applicable law, rule, regulation or professional standards. Any copies of Confidential Information so kept shall be retained in accordance with the terms of this Agreement, including Section 5.
- (e) Any provisions of this Agreement that expressly or by implication are intended to survive its expiration or termination (including, but not limited to, Sections 5, 10 and this Section 3(e)) will survive and continue to bind the Parties.

#### **4. Relationship of Parties.**

- (a) The Parties are independent contractors acting for their own account and are not authorized to make any commitment or representation on the other Party's behalf except as expressly provided in this Agreement or as otherwise authorized in advance by the other Party in writing. Nothing contained in this Agreement creates or is intended to constitute or create a joint venture or partnership relationship between the Parties. Each Party shall be responsible for its own costs and expenses associated with its performance of this Agreement.
- (b) The Parties may refer to their relationship under this Agreement as an "alliance" or "joint business relationship". The Parties shall not, during the term of this Agreement, use the terms "joint venturer", "co-venturer", "partner", "marketing partner", "partnership" or other similar terms to describe their relationship under this Agreement. Any use of such terms is inadvertent and not intended by the Parties either to: (i) describe in any manner the relationship of the Parties under this Agreement; or (ii) expressly or impliedly to create a legal partnership or joint venture, or any responsibility by one Party for the actions of the other Party.
- (c) Subject to Section 5(e) of this Agreement, PwC may issue any press release, public statement or other publicity that relates to this Agreement or its subject matter. The University shall not, without the prior written consent of PwC, issue any press release, public statement or other publicity that relates to this Agreement or its subject matter. Except as expressly authorized in writing by PwC, University shall not use the name "PricewaterhouseCoopers" or "PwC" in any brochures, advertisements or websites.
- (d) **Names, Trademarks, Logos, Trade Names and Service Marks.**
  - (i) No Party shall make use of any of the names, trademarks, trade names, logos and/or services marks (collectively, the "Marks") of the other Party without first submitting a sample of such use to the other Party for its review and prior written approval, which may be withheld or denied for any reason, and any permitted use shall be in accordance with the trademark usage and quality control guidelines of the Party whose Marks are being used. Any use of PwC Marks shall be consistent with the visual identity guidelines at this link: <http://brand.pwc.com>.
  - (ii) All goodwill associated with use of a Party's Marks by the other shall accrue to the Party owning such Marks.



- (iii) Each Party agrees it will take no action to jeopardize the rights of the other Party in any of such other Party's Marks and that it will not adopt or apply to register any mark that is confusing with, or similar to, a Mark of the other Party.
- (iv) Where University makes reference to PwC in plain font, to ensure there is no confusion with other firms of the PwC network, University shall refer to PwC as "PricewaterhouseCoopers Service Delivery Center (Bangalore) Private Limited or PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited or PricewaterhouseCoopers Acceleration Centre India Private Limited as the case may be based on the entity or entities entering into individual SOCs.
- (v) Each Party may revoke or terminate the license granted to the other Party under this Section 4(d) on thirty (30) days' prior written notice without cause. For the avoidance of doubt, upon the expiration or termination of this Agreement in accordance with Section 3 herein, the license granted pursuant to this Section 4 shall immediately terminate and be of no further force and effect.

## 5. Confidentiality.

- (a) Each Party acknowledges that, during the term of this Agreement, it may receive (or otherwise gain access to) non-public information from the other Party that the other Party regards as confidential and proprietary ("**Confidential Information**"). Confidential Information includes non-public information that is disclosed by a Party to the other Party in writing and bearing a legend as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature.
- (b) Except as expressly contemplated under this Agreement, neither Party shall use, disclose, provide or otherwise make available to any third party any Confidential Information of the other Party. Each Party agrees that it will protect the Confidential Information of the other Party using measures commensurate with those used to protect its own Confidential Information, and no less than reasonable measures.
- (c) In no event shall either Party use any Confidential Information of the other Party except as expressly authorized or directed by the disclosing Party or to the extent necessary to effect the provisions and purposes of, and as expressly contemplated under the terms of, this Agreement.
- (d) The foregoing shall not prohibit or limit the receiving Party's use of information of the disclosing Party, including ideas, concepts, know how, techniques and methodologies, that: (i) is or becomes publicly available through no breach of this Agreement by the receiving Party; (ii) is released by the disclosing Party generally without restriction; (iii) is rightfully obtained by the receiving Party without restriction from a third party who, to the best of the receiving Party's knowledge, is not subject to any obligation of confidentiality owed to the disclosing Party; or (iv) is rightfully already known to, or is independently developed by, the receiving Party without reliance on the Confidential Information of the disclosing Party.
- (e) The restrictions set forth in this Section 5 do not prevent a receiving Party from disclosing Confidential Information of the disclosing Party to the extent required by law, statute, rule, regulation, legal process or by professional standards, provided that, where permitted under law and where practicable under the circumstances, prior notice of such disclosure is provided to the disclosing Party, and make reasonable efforts to give the other Party an opportunity to respond, at its own expense, prior to such disclosure, if permitted under law and if practicable.
- (f) Notwithstanding anything to the contrary in this Agreement, PwC may provide this Agreement and any Confidential Information of University received in connection with this Agreement to its subsidiaries, shareholding entities, affiliates, other member firms of the global network of separate and independent PricewaterhouseCoopers firms, and third party contractors or subcontractors (at least some of whom may be



located in other countries) (collectively, the “**PwC Subcontractors**”) for the specific purposes of assisting with or expanding the Activities, the collaboration with University or for PwC’s internal, administrative and/or regulatory compliance purposes. PwC will: (i) ensure that the PwC Subcontractors are bound by obligations of confidentiality substantially similar to those set forth in this Agreement; and (ii) be solely responsible to University for the use and protection of University’s Confidential Information by the PwC Subcontractors.

## 6. Independence.

- (a) University shall immediately notify PwC in writing of any change in its officers, directors, or trustees; and any such changes to the companies and or universities with which any of those individuals are associated as an officer, director or holder of 10% or more of such companies’ or university(s) stock. University shall provide additional relevant information, as may be requested by PwC, to enable PwC to evaluate its compliance with applicable independence rules and regulations.

## 7. Economic Sanctions

- (a) University will:

- (i) comply with all applicable export control and economic sanctions laws and regulations of the United States, the European Union and its member states, the United Kingdom, or other relevant jurisdictions (collectively, “Trade Control Laws”). Applicable Trade Control Laws may include local, U.S., and non-U.S. export control laws such as the Export Administration Regulations (“EAR”) and the International Traffic in Arms Regulations (“ITAR”), and local, U.S., and non-U.S. economic sanctions programs, including those that are or may be maintained by the U.S. Government, including sanctions and other controls currently imposed against Cuba, Iran, North Korea, Syria and the Crimea, Donetsk People’s Republic, or Luhansk People’s Republic regions (collectively, “Restricted Territory”), as well as individuals and entities identified on, or owned or controlled by or acting on behalf of individual or entities identified on, applicable government restricted party lists such as the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identification List, Foreign Sanctions Evader List, Denied Persons List, Unverified List, Entity List, Debarred Parties List and similar lists maintained by the United Kingdom, European Union and its member states, the United Nations or other relevant government authorities (collectively, “Restricted Party”). For the avoidance of doubt, export controlled information shall not be exchanged by the parties and PwC shall not be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable Trade Control Laws if performed by PwC and it shall be in the sole discretion of PwC to refrain from being involved in such activities.
- (ii) To the extent legally permissible according to Applicable Law, fully cooperate with PwC for any requests for additional information pertaining to any internal or external investigations related to potential violations of U.S. Export Administration Regulations.
- (iii) Inform PwC when University becomes aware that the University, sponsor, any director, director nominee, officer, is located or Ordinarily Resident (as defined below) in or organized under the laws of any country subject to comprehensive U.S. economic sanctions (currently, Cuba, Darfur (region of Sudan), Iran, North Korea, Syria and Crimea (region of Ukraine) (“**Sanctioned Countries**”); and/or listed on any U.S. Government lists such as the List of Specially Designated Nationals and Blocked Persons, Sectoral Sanctions Identification List, Foreign Sanctions Evader List, Denied Persons List, Unverified List, or Entity List (collectively, “**Restricted Parties**”)

## 8. Compliance with Law.



- (a) Each Party represents and warrants that it shall comply with all applicable laws, rules, regulations, and professional standards with respect to its respective performance hereunder. Each Party has established policies, protocols and procedures relating to compliance with law (including, without limitation, anti-money laundering, anti-bribery and insider trading policies), and each Party has established appropriate codes of ethics and codes of conduct. Each Party shall ensure that its respective officers, directors and employees comply with such policies.
- (b) University shall comply with PwC's Global Third Party Code of Conduct which may be found on the Internet at <https://www.pwc.com/thirdpartycodeofconduct>, or otherwise provided by PwC upon request, and with other applicable PwC policies and procedures, as may be updated by PwC from time to time and as PwC may provide or make available to University.
- (c) University agrees that it, its Subcontractors, agents, joint venture partners, and any other party acting on its behalf or at its instruction shall comply at all times with the (Indian) Prevention of Corruption Act, 1988 (as amended from time to time), the United States Foreign Corrupt Practices Act ("FCPA") and any other applicable anti-bribery and anti-corruption laws and regulations. University agrees that it shall not solicit, accept, give, offer, or promise any payment or item of value from or to anyone for the purpose of influencing any act or decision to obtain or retain business or gain an unfair business advantage for PwC, University or any party. Upon PwC's request, University shall complete, to PwC's reasonable satisfaction, PwC's diligence questionnaire

## 9. Representations and Warranties.

- (a) Each Party represents and warrants that:
  - (i) It has the corporate power and authority to enter into this Agreement and to perform its obligations set forth in this Agreement.
  - (ii) It has the right and authority to assign and grant to the other Party all rights and licenses assigned and granted under this Agreement.
- (b) EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8(a) AND THIS SECTION 9, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## 10. General Provisions.

- (a) **Jurisdiction and Dispute Resolution.** This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of India, without reference to its conflict of laws principles. Any and all claims, disputes and differences between the Parties arising out of or relating to or in connection with or pursuant to this Agreement or otherwise arising in connection with the execution, interpretation, existence, validity and performance or non-performance of this Agreement shall in so far as possible be resolved amicably amongst the Parties, failing which the same shall be agreed amongst the Parties hereto, failing which the sole arbitrator shall be appointed by the High Court under Section 11 of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration proceeding shall take place at Bangalore, Karnataka only and the High Court at Bangalore, Karnataka shall have exclusive jurisdiction in the matter including the application under the said Section 11 stated hereinabove.



- (b) **Limitation of Liability.** Except to the extent (i) finally determined to be prohibited by law, (ii) to have resulted from a Party's violation of Section 2 (Intellectual Property), or Section 4(d) (Names, Trademarks, Logos, Trade Names and Service Marks) or (iii) with respect to a Party's violation of the obligations related to confidentiality in Section 5 (Confidentiality), or Section 8 (Compliance with Law) in no event shall the liability of either Party to the other under this Agreement, for any reason whatsoever, whether in contract, statute, tort (including strict liability or negligence) or otherwise, exceed the higher of (i) the investment to be made by PwC in each SOC or (ii) \$25,000 (Twenty Five Thousand United States Dollars). Except to the extent arising out of Section 2 (Intellectual Property), Section 4(d) (Names, Trademarks, Logos, Trade Names and Service Marks) Section 5 (Confidentiality), Section 8 (Compliance with Law) neither party shall, under any circumstances, be liable to the other for any lost profits or any indirect, incidental, special, exemplary, consequential or punitive damages of any nature whatsoever, even if such party has been apprised of the likelihood of such damages occurring.
- (c) **Liabilities and Obligations of Individual Entities.** Without limiting the liabilities mentioned in Section 10(b) above, all rights, privileges, obligations and liabilities of each PwC Group India Acceleration Center(s) are solely between such entity and the University.
- (d) **No Endorsement.** Execution of this Agreement does not, and shall not be construed to be, an endorsement by either Party of the products or services of the other Party.
- (e) **Nonassignment.** This Agreement may not be assigned or transferred, nor may rights, licenses, obligations, claims, or proceeds from claims arising out of or in any way relating to this Agreement be delegated, to anyone, by operation of law or otherwise, without the prior written consent of the other Party, and any assignment, transfer or delegation without such consent shall be void and invalid. Notwithstanding the foregoing, PwC may assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement, without University's prior written consent (a) to any PwC-affiliated entity or (b) in connection with any acquisition, merger, consolidation, reorganization, or similar transaction, or any spin-off, divestiture, or other separation of a PwC business or portion of a PwC business. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, as well as its respective permitted successors and assigns.
- (f) **Nonexclusivity.** Nothing in this Agreement shall limit or restrict either Party from entering into, or continuing any agreement or other arrangement with, any other third party, whether similar to this Agreement in nature or scope. Subject to the terms and conditions of this Agreement (including Section 5), each Party shall remain free to provide products and services to any client or prospective client.
- (g) **No Third-Party Beneficiaries.** No person or entity that is not a Party to this Agreement shall: (i) be deemed to be a third-party beneficiary of this Agreement; or (ii) have any right to enforce any part of it.
- (h) **Notices.** All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and delivered in person or sent electronically or by nationally recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid to the applicable party at its address set forth above or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Such communications shall be deemed effective on the (i) day on which delivered or sent if delivered in person or electronically (with electronic confirmation of receipt); (ii) first business day after the day on which sent, if sent by a nationally recognized overnight courier; or (iii) third business day after the day on which mailed, if sent by registered or certified mail to:
- (i) **Reservation of Rights.** Except as expressly set forth in this Agreement, no right, title or interest in, or license to, any patents, trade secrets, copyrights, trademarks or other intellectual property rights is granted or conveyed to the other Party.



- (j) **Entire Agreement; Severability; Execution and Amendment.** This Agreement, including its Appendices and any SOC's issued hereunder, constitutes the entire agreement between the Parties with respect to the matters set forth in this Agreement and supersedes any and all other oral or written representations, understandings or agreements of or by the Parties relating to the subject matter of this Agreement. In the event of any inconsistency or conflict between the terms of this Agreement and any exhibit or other document incorporated by reference into this Agreement, the specific terms of the SOC shall govern and control to the limited extent of the conflict. The terms of any click-wrap end user license, terms or use, or other similar agreement or terms that are found electronically in any materials made available by University in connection with Activities under this Agreement that purport to govern the use of the University's products or services or other materials, will not apply. If any of the provisions of this Agreement are held invalid or unenforceable, such provisions shall be deemed severed and, if capable of substantial performance, the remaining provisions shall remain in full force and effect. This Agreement may only be modified by a writing signed by the Parties. This Agreement and any amendment may be executed in counterparts in writing or digital signature, and may be exchanged as an attachment, or as a pdf, jpeg, or similar file type to an email, or by digital signature process such as DocuSign or Adobe Acrobat.
- (k) **Interpretation.** Section headings are for convenience only and are not to be used in interpreting this Agreement.
- (l) **Waiver.** Failure of any Party to enforce, in any one or more instances, any of the terms or conditions of this Agreement shall not be construed as a waiver of the future performance of any such terms or conditions.

\*\*\*\*\*

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

**Signed and delivered for and on behalf of:  
PwC Group India Acceleration Center(s)**

**Signed and delivered for and on behalf of:  
G. Narayanamma Institute of Technology  
and Science (GNITS)**

By: 

By: 

\_\_\_\_\_  
Please sign above

\_\_\_\_\_  
Please sign above

Name: Hari N Kumar

Name: Dr. K. Ramesh Reddy

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Title: Authorised Signatory

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Title: Principal