

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ["MOU"] has been entered in to on this the ^{15th} day of ~~OCT~~ 2010 (the "Effective Date").

Between

Microsoft Operations Pte Ltd., a company incorporated under the laws of Singapore with its office located at 438B Alexandra Road #04-09/12, Block B, Alexandra Technopark, Singapore 119968 ("**Microsoft**"), hereinafter referred to as '**Microsoft**' which expression shall unless it is repugnant to the context, include its successors, assigns and liquidators) represented by Authorized Signatory, of the one part.

And

All India Council for Technical Education (AICTE), having its main office at Chanderlok Building, 7th Floor, Janpath, New Delhi -110001 (herein after referred to as AICTE) represented by _____ of the other part.

WHEREAS, Microsoft offers an academic software licensing program tailored for students engaged in activities in the fields of science, technology, engineering, math and design, currently referred to as the "Dreamspark" program ("**Dreamspark Program**");


WHEREAS, AICTE is the statutory body and a National-level council for technical education.

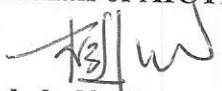
WHEREAS Microsoft shall give the agreed number of Access Keys for Dreamspark, to AICTE, for the beneficial, non-commercial use for students of colleges recognized by AICTE. The number of Access Keys shall be as stipulated in Annexure I.

WHEREAS, AICTE would like to obtain the Access Keys and distribute it to Students through AICTE intranet in order to make Dreamspark Program available as a benefit to its Students; and

And whereas the objective of this MOU is to enhance cooperation between Microsoft and AICTE to help Students of colleges recognized by AICTE get access to Access Keys which will help Students download Microsoft designer and development tools (Licensed Software) through Dream Spark Program.

IN WITNESS WHEREOF respective authorized representative of the parties lay their hands on this day the ^{15th} of ~~OCT~~ 2010 at NEW DELHI.


For and on behalf of AICTE


For and on behalf of Microsoft.



1. DEFINITIONS

1.1. Definitions. Any capitalized term used in this MoU but not defined in this Section 1 shall have the meaning ascribed to that term as set forth elsewhere in this MoU (including without limitation as set forth in the above Recitals).

- (a) **"EULA"** means a valid end user license agreement for the Licensed Software as contained in the Licensed Software.
- (b) **"Licensed Software"** means the object code version of Microsoft software technologies, and any associated documentation provided by Microsoft through the Dreamspark Program.
- (c) **"Student Benefit"** means the benefit available to verified Students to subscribe to the Dreamspark Program and access the Licensed Software, in accordance with any Dreamspark Program qualification requirements and Licensed Software EULA.
- (d) **"Student"** means a person taking a course at any institute approved by the All India Council for Technical Education (AICTE)
- (e) **"5*5 Access Key"** means a unique 25 bit long alpha-numeric code provided by Microsoft.

2. STUDENT BENEFIT AND PUBLICITY

2.1 Provision of Access Key. AICTE will provide one (1) 5*5 Access Key to each Student who has been verified by AICTE's student database that he or she is a Student as defined in Section 1 above. AICTE shall provide the Access Key to Students and redirect such Students to www.dreamspark.com. Microsoft shall provide AICTE, the Access Keys, write up on Dreamspark, and a link to re-direct the Students to www.dreamspark.com.

2.2 Student Benefit. Microsoft will offer the Student Benefit to each Student having the 5*5 Access Key, subject to Student's acceptance of the EULA accompanied by the Licensed Software. Microsoft reserves the right to change the Student Benefit, including qualification requirements, Licensed Software offerings and EULA terms, at any time and in its sole discretion.

2.3 Promotion. AICTE may in its discretion, at its own cost, undertake promotional activities to spread awareness about the Dreamspark Program and promote benefits of participation in the Dreamspark Program amongst its Students. The use of any logos and trademarks of Microsoft, in any promotional activity is subject to prior review and written approval by Microsoft, which consent shall not be unreasonably withheld.

3. TERM

The duration of this MOU shall be three years commencing on the Effective Date and ending three years thereafter ("Initial Term");

After the Initial Term Microsoft and AICTE shall review the status of this MOU and may renew the Initial Term, for such period(s) and on such terms and conditions as shall be mutually agreed, in writing.

4. AREAS OF ENGAGEMENT

Microsoft has the experience, knowledge, resources and programs to address the need of engineering education system to compete in the globalized economy.

Microsoft's and AICTE's primary areas of engagement under this MoU shall be as follows:

AICTE may verify Students and provide these Students Access Keys and also provide a link on their portal re-directing Students to the Dreamspark website (www.dreamspark.com). The software downloaded by students from www.Dreamspark.com is only for their learning and development and not for commercial use.

5. OBJECTIVE

The principle objective of both AICTE and Microsoft agreeing to work on this arrangement is as follows:

- Provide technology access to sections of Indian education system. Empower students and faculty alike including financially weaker section to have access to the design software to enhance their learning.
- Reduce or eliminate digital divide between the urban and rural education community.
- Promote students' moral values to use legal software.

6. IMPLEMENTATION

The implementation of Access Key distribution and leading student to the Dreamspark Program website shall be in a manner, as provided below, primarily to cover the following:

- Microsoft to provide AICTE with Access Keys and program details and write up as required under the Dreamspark Program. AICTE communicates to all approved

institutions about Dreamspark program and availability of Access Keys through its intranet portal.

- Establish reporting templates and process

7. PRIVACY AND DATA PROTECTION

Any Personal Information collected or accessed by the AICTE under the Dreamspark Program, shall be limited to that which is strictly necessary to perform the obligations under this MoU or to fulfill any legal requirements.

8. OWNERSHIP

Student Data. Nothing in this MoU shall grant Microsoft any right, title or interest in or to the Student Data.

Licensed Software. Microsoft owns and retains all right, title and interest in and to, the Licensed Software, including without limitation all intellectual property rights. Microsoft reserves all rights not expressly granted in this MoU.

9. LICENSE GRANT; LIMITATIONS

Microsoft hereby grants AICTE a non-perpetual, non-exclusive, worldwide, royalty-free, personal, non-transferable, non-assignable, revocable, limited license to distribute Access Keys to Students in accordance with this MoU and inform students about Dreamspark program.

- AICTE will not advertise, provide a separate price for, charge a license fee or royalty or, otherwise, market the Access Keys for a fee, either directly or indirectly.
- AICTE will not make Licensed Software generally available to the public via Internet, secure host download, or otherwise.
- AICTE agrees to display a copyright notice sufficient to protect Microsoft's copyright in the Licensed Software, if requested by Microsoft.
- AICTE will maintain and not alter, obscure or remove any copyright or other protective notices, identification, branding, legends or EULA contained in or on the Licensed Software.
- AICTE will not use or display any logo of Microsoft (including without limitation any stylized representation of the Microsoft name used by Microsoft) in AICTE materials or packaging. This MoU does not grant AICTE any rights to use any Microsoft names, logos or trademarks in marketing or distributing the Licensed Software.

SUPPORT. Microsoft, its affiliates, suppliers and representatives have no obligation to provide or make available to the AICTE or Students any maintenance, support, or replacement licensed software, even in the event of a notice of recall.

10. CONFIDENTIALITY

Confidential Information. AICTE agrees that at all times during the Term of this MoU, and for five (5) years thereafter, AICTE will hold in strictest confidence, and will not use or disclose to any third party, any Microsoft Confidential Information. The term “**Microsoft Confidential Information**” means all non-public information that Microsoft designates, either in writing or verbally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Microsoft Confidential Information includes information relating to (i) released or unreleased Microsoft software or hardware products, (ii) marketing or promotion of any Microsoft product, (iii) business policies or practices of Microsoft, and (iv) customers or suppliers of Microsoft, or information received from others that Microsoft is obligated to treat as confidential. If AICTE has any questions as to what comprises Microsoft Confidential Information, AICTE agrees to consult with Microsoft. “Microsoft Confidential Information” does not include information that was known to AICTE prior to Microsoft's disclosure to AICTE, or information that becomes publicly available through no fault of AICTE.

11. WARRANTIES

AICTE warrants that:

- a) it has the full right and power to enter into and perform according to the terms of this MoU, and its performance will not violate any MoU or obligation between it and any third Party;
- b) it has obtained all necessary rights, permissions and licenses to perform its obligations under this MoU;
- c) it complies with all applicable laws and regulations;
- d) it keeps their Student Database up to date and the Student Database contains only information about bona fide students, and
- e) 5*5 Access Keys are issued only to bona fide Students.

12. TAXES

Each Party shall bear their respective costs including applicable taxes under this MoU.

13. INDEMNITY AND DUTY

- a. **Indemnification.** AICTE shall indemnify, defend, and hold Microsoft and its affiliates and their officers, directors and employees (each an “**Indemnified Party**”) harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with a breach of AICTE's license grants or License Limitations in Section.

14. LIMITATION OF LIABILITY

EXCEPT AS DESCRIBED IN THIS MOU, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES (INCLUDING FOR LOSS OF REVENUE AND/OR PROFITS) COSTS OR EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS MOU REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. .

15. END USER LICENSE AGREEMENT

The Microsoft Software is licensed to students ("End Users") upon the condition that End User accepts and adheres to all of the terms and conditions in the end-user software license agreement that accompanies the Microsoft Software (the "EULA"). By selecting the "I ACCEPT" button at the end of the EULA or by copying, installing, uploading, accessing or using all or any portion of the Microsoft Software End User agrees to enter into the EULA.

16. AMENDMENT TO THE MOU

Changes and deviations are likely both in context and extent of the Program undertaken under this MOU. AICTE and Microsoft agree that no amendment or waiver of this MOU or to proposal shall be effective unless mutually agreed and executed in writing by both the parties

17. TERMINATION OF THE MOU

(a) in the event one party wishes to terminate this MOU prior to the end of the Initial Period such party shall give notice in writing to the other party three (3) months prior to the early termination date;

(b) in the event of failure in the performance of obligations under this MOU and which failure is not remedied by the defaulting party within thirty (30) days of receipt of written notice thereof from the other party, the other party may in writing to the party in default

terminate this MOU at its sole discretion, by giving not less than thirty (30) days prior written notice of termination to the defaulting party;

(c) in the event this MoU is terminated AICTE must return all unused Access Keys and destroy all copies of AccessKeys that have not been issued to Students including any copies installed on AICTE's hard disk drive and destroyed all related documentations/records. AICTE shall also remove the link or any reference to "Dreamspark" from their intranet. Microsoft reserves the right to require AICTE show satisfactory proof to this effect.

18. FORCE DE MAJEURE

If the Completion Date of the Program is delayed due to reasons of force majeure such as Acts of God, war, flood, fire, earthquakes, strike, lock-outs, epidemics, riots, civil commotion, etc. the affected party shall, without delay, give notice to the other party in writing of its claim for an extension of time. The other party on receipt of such notice will agree to extend the term as may be reasonable, but subject to any condition that may be stipulated and such extension shall be subject to the other terms and conditions of this MOU.

19. GOVERNING LAW

This MoU shall be governed by and construed in accordance with the laws of India.

20. RESPONSIBILITY

This MOU is not intended to and does not create any right, benefit or trust responsibility, whether substantive or procedural.

21. INTELLECTUAL PROPERTY RIGHTS

Title to, and ownership of all Microsoft Software, systems, documentation, tools, utilities, methodologies, specifications, techniques and any other materials, know how shall remain the valuable exclusive property of Microsoft or the relevant Microsoft entity.

22. GENERAL

Both the parties agree that they are entering into this arrangement and understanding only with an objective to provide technology access to sections of Indian education system and empower students and faculty alike. Both the parties shall work towards attaining the same

objective. However neither party shall be liable to the other for any costs, liability or damages of any kind in relation to the intentions set forth in the MOU.

23. ENTIRE MOU

This MOU constitutes the entire understanding between the parties pertaining to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof.

24. NOTICES.

All notices given pursuant to this MOU shall be made in writing (including any facsimile transmission or similar writing) and sent either by certified or registered first-class mail, return receipt requested and postage prepaid, or by courier, hand delivery, facsimile or electronic mail with delivery receipt to the address indicated below or to such other addresses as the parties may designate by written notice from time to time:

AICTE:

Microsoft:Microsoft Operations Pte Ltd

Attn:

Phone:

Fax:

Copy to:

LAW & CORPORate Affairs

Fax:

25. Counterparts. This MoU may be executed by facsimile and in any number of counterparts, each of which then will be deemed an original and as executed will constitute one MoU, binding on both Parties.

26. Expenses. Each Party will bear its own costs and expenses in connection with the performance of its obligations under this MoU, including but not limited to, the cost of internal resources and personnel that are used by a Party to perform such obligations.

Annexure 1

- Access Keys will be delivered to AICTE in an Excel sheet.
- Initial lot will have 5 Million access keys delivered thru a password enabled and encrypted document from Microsoft Operations Pvt. Ltd.
- Additional keys to be given based on request and as and when required by AICTE.