



ORACLE WORKFORCE DEVELOPMENT PROGRAM ("WDP") AGREEMENT

DEFINITIONS

"You" and "your" refers to the entity (and its wholly-owned and majority-owned subsidiaries and authorized partners) that meets the criteria set forth below and has executed this agreement ("agreement") with and ordered Oracle programs, materials and/or services from Oracle India Private Limited ("Oracle"). The term "Instructor" means an individual that you employ to teach a WDP Class and who has demonstrated experience and mastery of the Oracle Programs and WDP Materials specific to such WDP Class. The term "WDP Class" means an instructor-led class, delivered in-person or virtually, that you provide to Students in a Department that uses the Programs and WDP Materials in accordance with this agreement. The term "Student" means a student enrolled by you pursuant to the terms of this agreement. The term "Department" means one of your divisions of instruction (e.g., Computer Science, Engineering, or Training Center) listed in Exhibit A and identified as WDP Centers. The term "WDP Instructor Materials" means the teaching material available from Oracle for your Instructors to use when teaching a WDP Class, which may include: Instructor manuals, Instructor presentation materials, set-up scripts, and documentation. The term "WDP Student Materials" means a single copy of the Student materials available from Oracle that you must provide to each Student for use in conjunction with the applicable WDP Class, which may include student guides, reference guides, and documentation. Oracle may provide WDP Student Materials in electronic format for download or in hard copy format, as designated by Oracle. The term "WDP Learning Subscription" means the collection of web-based learning materials available for purchase by you as part of the WDP program and as described in more detail at www.oracle.com/education. The term "WDP Materials" means the WDP Instructor Materials and WDP Student Materials, collectively. The term "WDP website" means the website established and maintained by Oracle for the Oracle Workforce Development Program, located at <http://workforce.oracle.com>. Certain information, materials and documents which this agreement describes as being located at the WDP website may be supplied to you directly by Oracle if the WDP website is unavailable. The term "Services" means technical support, WDP Learning Subscription, education, Oracle instructor, or any other services provided under this agreement. The Services made available to you by Oracle as part of the WDP program are listed on the WDP website. The term "Programs" means the Oracle software products owned or distributed by Oracle for which you receive licenses subject to the terms of this agreement, as well as program documentation and any program updates acquired through technical support, that are listed on the WDP website at https://workforce.oracle.com/wdp_software.html and on your order summary provided by Oracle.

WDP CURRICULUM GUIDELINES

You must:

- schedule WDP Classes so that no more than 12 hours of instruction per WDP Class are delivered in any given week. In the event that the WDP Class is delivered using WDP Learning Subscriptions, the in-class instructor-led component shall not exceed 12 hours in any given week. The 12-hour per week instructional limits stated above shall apply in all cases, unless the WDP Classes comprise 70% or less of a full-time training program that is at least five months in duration.
- reference in the WDP Class your use of Oracle Programs, Services and WDP Materials.
- supply a single copy of the relevant WDP Student Materials to each Student in a WDP Class.
- maintain a registered WDP Member Account with Oracle for each of your facilities. Any delivery of WDP Classes to Students located in a country other than that specified in this agreement is prohibited.
- provide Oracle with a valid, unique e-mail address for each Student name to facilitate Oracle's delivery of electronic versions of WDP Student Materials, as applicable.
- be responsible for lab technical support for WDP Classes.
- submit to Oracle a brief outline of your plan to teach WDP Classes and submit forecasts as requested by Oracle.

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- use only WDP Materials, Services and/or Programs specified by the Oracle Workforce Development Program when teaching a WDP Class.

RIGHTS GRANTED

Subject to the terms of this agreement, you may use the Programs and receive and distribute any Services for teaching WDP Classes only; such use specifically excludes your internal data processing operations. Such use and distribution includes teaching up to the number of Students ("Named Users") specified in the online ordering process accepted by Oracle. "Named Users" are Students authorized by you to use the Programs and/or Services for this purpose, regardless of the number of Students actively using a Program at any given time. You may copy the Programs only for your licensed use within the Department teaching the relevant WDP Class. Additional terms and conditions applicable to certain Services and specified at www.oracle.com/education may apply to your order.

Subject to the terms of this agreement, Oracle grants to you a nonexclusive, nontransferable license to distribute a single paper copy or electronic copy of the WDP Student Materials (as applicable) to each Student in the WDP Class for the sole purpose of taking the WDP Class. You must purchase WDP Student Materials directly from Oracle for such distribution. The terms and process for such purchases are set forth on the WDP website. Notwithstanding the foregoing, in the event that your bookstore is a separate entity from yourself, you may permit your bookstore to distribute copies of the WDP Student Materials as specified in this section (if applicable), provided that you are responsible for your bookstore's compliance with the terms of this agreement.

If you purchase WDP Instructor Materials, subject to the terms of this agreement, Oracle grants to you a nonexclusive, nontransferable license to distribute a single copy of the WDP Instructor Materials for the sole purpose of the Instructor teaching a WDP Class or teaching other Instructors how to teach a WDP Class.

OWNERSHIP AND RESTRICTIONS

Oracle retains all ownership and intellectual property rights to the Programs, Services and WDP Materials, including anything developed by Oracle and delivered to you under this agreement resulting from the Services.

Limitations on Use

You may not:

- remove or modify any Program markings, any notice of Oracle's proprietary rights or alter any electronic versions of the WDP Materials;
- make the WDP Materials or Programs or materials resulting from the Services available in any manner to any third party for use in the third party's business operations;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs; or
- disclose results of any Program benchmark tests without Oracle's prior written consent.

PUBLICITY

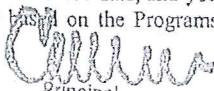
You agree that Oracle may publicize your participation in the Oracle Workforce Development Program. This includes without limitation details about the WDP Classes that you provide.

FEES AND TAXES

The fee(s) (1) to enter into this agreement per Department, per location, and (2) for any WDP Student Materials, WDP Instructor Materials and/or Services ordered by you, shall be the fee(s) as set forth on the WDP website and on your order summary.

All fees payable to Oracle are due within 30 days from the invoice date, and you also agree to pay any sales, value-added or other similar taxes which we must pay based on the Programs, Services, WDP Materials,

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technical support or other materials acquired by you under this agreement, except where an applicable tax exempt certificate is provided; shipping costs are not included in such fees and shall be charged to you. You may not return or exchange any WDP Materials.

TERM AND TERMINATION

This agreement shall remain in effect for a period of one year commencing on the date that Oracle accepts this agreement (the "Term"), unless terminated as provided herein. You may renew this agreement for an additional one-year term subject to Oracle's acceptance. The fees for such an additional one-year term shall be subject to Oracle's pricing policies in effect at the time of renewal.

After 90 days from the beginning of the Term, either party may terminate this agreement at any time without cause upon 90 days written notice. If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, the other party may terminate this agreement. Except for nonpayment of fees, we each agree to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach.

Upon expiration or termination of this agreement, your rights to use and/or distribute the Programs, Services and/or the WDP Materials and any other materials provided under this agreement will cease. The expiration or termination of this agreement will not relieve either party from its obligation to pay all fees that have accrued prior to such expiration or termination. The parties' rights and obligations which are intended by their nature to survive the termination of this agreement shall survive. Upon termination or expiration of this agreement you will return or destroy all Programs and WDP Materials and any other materials provided to you under this agreement.

TECHNICAL SUPPORT

During the Term, Oracle will provide you with technical support for the Programs under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You may access the current version of the technical support policies at <http://oracle.com/contracts>. Technical support is effective upon the effective date of this agreement.

Further, Oracle will provide you with technical support during the Term for the electronic Student Kit material delivery process and other aspects of the Oracle Workforce Development Program. You may request such support by sending an e-mail to wdphelpdesk_ww@oracle.com.

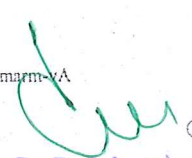
PROGRAM DELIVERY

You may access and electronically download the Programs to your location by visiting the E-Delivery website at <http://edelivery.oracle.com>. Provided that you have a supported licensed for the applicable Program(s), you may continue to download the software and related program documentation for such Program(s). Please be advised that not all Programs are available on all hardware/operating system combinations. For current Program availability, please see the electronic delivery website specified above. You acknowledge that Oracle is under no further Program delivery obligation under this Agreement, electronic or otherwise. You shall be responsible for installation of the Programs.

WARRANTIES AND DISCLAIMERS

ORACLE PROVIDES THE PROGRAMS, WDP MATERIALS AND SERVICES "AS IS" WITHOUT WARRANTY. ORACLE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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YOU SHALL NOT MAKE ANY WARRANTY ON ORACLE'S BEHALF.

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT.

CONFIDENTIALITY

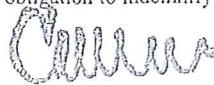
By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential Information shall be limited to the Programs, the terms and pricing under this agreement, the WDP Materials, Services and all information clearly identified as confidential.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the information to a federal or state governmental entity as required by law.

USE OF THE ORACLE TRADEMARKS

Oracle grants you a non-exclusive, non-transferable right to use, during the Term, the Oracle Workforce Development Program logo on your marketing materials solely to promote WDP Classes in conjunction with your other class offerings. Your use of the WDP logo shall strictly comply with Oracle's WDP Logo Guidelines set forth at https://workforce.oracle.com/documents/WDP_Guidelines.pdf. You shall not use the WDP logo in a manner that misrepresents your relationship with Oracle or is otherwise misleading, or that reflects negatively on Oracle. All products and services in connection with which you use the WDP logo shall conform to Oracle's quality standards and meet or exceed industry standards. You shall cooperate with Oracle to allow for review of your use of the WDP logo and compliance with Oracle's quality standards. If Oracle, in its sole discretion, determines that your use of the WDP logo is not in compliance with this agreement, you shall promptly modify or discontinue your use of the WDP logo as directed by Oracle. Oracle may change the WDP logo and WDP Logo Guidelines, and, upon reasonable notice from Oracle, you shall promptly modify your use of the logo to conform to any such changed WDP logo or WDP Logo Guidelines. You acknowledge that you are granted no rights with respect to Oracle trademarks except as expressly set forth herein, and agree that any use of the WDP logo by you shall inure to the sole benefit of Oracle. You agree to provide reasonable assistance to Oracle in connection with the protection and prosecution of Oracle trademarks. You agree not to use Oracle trademarks or potentially confusing variations of Oracle trademarks (including "Ora") as a part of any of your trademarks, product names, service names, company name, or Internet addresses. You agree to indemnify Oracle for any loss, liability, damages, cost or expense (including attorneys' fees) arising out of any claims which may be made against Oracle arising out of your use of the WDP logo where such claim relates to your activities, products or services. Notwithstanding the above, you shall have no obligation to indemnify Oracle with respect to a claim



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of trademark or copyright infringement based upon your use of the WDP logo as expressly permitted under this agreement.

EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Programs. You agree that such export control laws govern your use of the Programs (including technical data) and any Services provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

PRIVACY

Oracle may collect certain information from you in connection with your registration for, and Oracle's provision of, certain products and services, including certain information provided by you and pertaining to your Students. Oracle University will abide by the Oracle Privacy Policy, a current version of which is set forth at <http://www.oracle.com/html/privacy.html>. You are responsible for obtaining any necessary consents from your Students in connection with the information provided by you to Oracle in connection with this Agreement.

OTHER

This agreement is governed by the substantive and procedural laws of India and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in New Delhi in any dispute arising out of or relating to this agreement.

If you have a dispute with Oracle or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: 7th, 8th & 9th Floor, One Horizon Center, DLF Golf Course Road, DLF City V, Sector 43, Gurugram, Haryana 122003, India, Attention: General Counsel, Legal Department.

You may not assign this agreement or give or transfer the Programs, WDP Materials and/or any Services or an interest in them to another individual or entity. If you grant a security interest in the Programs, WDP Materials and/or any Services deliverables, the secured party has no right to use or transfer the Programs, WDP Materials and/or any Services deliverables.

Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

You will maintain books and records relating to the provision of WDP Classes under this agreement. Upon 45 days written notice, we may audit your WDP Classes and your use of the Programs, WDP Materials and/or other materials acquired by you under this agreement. You agree to cooperate with our audit and provide us with reasonable assistance and access to information. You agree to pay within 30 days of written notification any fees applicable to your use of the Programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

In all matters relating to this agreement, you will act as an independent contractor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. The relationship between the parties is not exclusive.

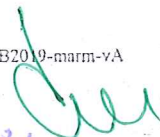


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You will avoid deceptive, misleading, illegal or unethical practices that may be detrimental to Oracle, WDP Classes or the Workforce Development Program when teaching WDP Classes and/or distributing WDP Materials and Programs.

The Uniform Computer Information Transactions Act does not apply to this agreement.

You warrant that you have the authority to bind your wholly-owned and majority-owned subsidiaries and authorized partners to the terms of this agreement and any applicable order with Oracle and you agree that you shall be responsible for any breach of any such terms by any such entities.

ENTIRE AGREEMENT

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Programs, WDP Materials and/or Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Programs, WDP Materials and/or Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the Programs, WDP Materials and/or Services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

The effective date of this agreement shall be Enter format: 21-Feb-2019 [to be inserted by Oracle]

Company Name: Dayananda Sagar Academy Of
Technology and Management

Authorized Signature:



Name:

Dr. B.R. LAKSHMIKANTHA

Title: PRINCIPAL

Signature Date:

18-Feb-2019

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Oracle India Private Limited

Authorized Signature:

DocuSigned by:
Sunand Dev Prassanna Immanuel
07E39C553D52446

Name:

Sunand Dev Prassanna Immanuel

Title:

Director - Deal Management

Signature Date:

21-Feb-2019 | 3:40 PM IST

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EXHIBIT A

WDP Centers

Site Number	Address	Contact Name	Contact Email	Contact Phone
1.	CSE Dept.	Dr. C. Nandini		9972634890

DSATM
Bengaluru-82

hodcse@dsatm.edu.in
K C. Nandini



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