

Memorandum of Understanding

Between

Malnad College of Engineering
Hassan, Karnatka, India

and

EMC Information Systems International
Ovens, Co.Cork, Ireland



EMC ACADEMIC ALLIANCE AGREEMENT (INDIA)

EMC Information Systems International, an unlimited liability company incorporated in Ireland (registered number 461022) and having its registered office at Industrial Estate, Ovens, Co. Cork, Ireland ("EMC") and the entity listed in the signature block below ("Licensee") have entered into this EMC Academy Agreement ("Agreement") as of the last date signed below ("Effective Date"). This Agreement shall govern Licensee's use and provision of EMC training classes and materials.

1. Definitions

1.1. "EMC Course" means an individual training course that Licensee is authorized to deliver under the terms of this Agreement.

1.2. "EMC Course Materials" means the training, instructional, evaluation and other materials in electronic or hard copy formats that EMC provides to Licensee to be used in providing Services to Students.

1.3. "Instructor" means an individual employed by or under written agreement with Licensee who has successfully completed the qualifications requirements stated in the Procedures.

1.4. "Lead Instructor" means an Instructor who has successfully completed EMC's instructor preparation program and has the right to prepare Instructors.

1.5. "Procedures" means EMC's operations manuals, policies with respect to the Program made available by EMC in hard copy or electronically.

1.6. "Program" means EMC's Academic Alliance Program more fully described in the materials provided by EMC in hard copy or electronically.

1.7. "Term" means the time period commencing on the Effective Date and ending when this Agreement terminates.

1.8. "Services" means the educational services stated in this Agreement that Licensee will provide under the Program.

1.9. "Student" means any individual enrolled in the Program as part of a structured set of courses that will result in a degree from Licensee.

1.10. "Storage Technologist Certification" means the training and certification program administered by EMC under the EMC Proven Professional Program to facilitate professional certification on storage technology.

2. Appointment as Authorized Academy

Subject to the terms and conditions set forth in this Agreement, EMC hereby appoints Licensee, and Licensee hereby accepts such appointment, as an EMC Authorized Academy. EMC shall, within twenty (20) days of the Effective Date provide to Academy a copy of or online access to the then-current Procedures.

3. Program Requirements

3.1. Abide by Procedures. Licensee shall comply with all Procedures, including without limitation, any classroom requirements, as updated and modified by EMC from time to time. EMC may adopt new or modify existing operations manuals from time to time, including policies and procedures governing the Program and shall use commercially reasonable efforts to provide the foregoing to Licensee within a reasonable time of its adoption. In the event of a discrepancy between this Agreement and any operations manual, the terms of this Agreement shall prevail. Licensee shall not begin performance under this Agreement or hold itself out directly or indirectly as an EMC Academic Alliance Program participant prior to the Effective Date.

3.2. Quality Teaching. Licensee shall deliver the EMC Courses in a manner calculated to meet the highest standards of Student satisfaction and professional business practices. If EMC receives Student complaints, or other expressions of Student dissatisfaction with Licensee's delivery of the Services, Licensee shall make all necessary and appropriate changes as determined by EMC within 30 days of receipt of notice from EMC of such Student dissatisfaction. Licensee's failure to make such changes or Licensee's receipt of two such notices from EMC in any six-month period shall be deemed to be a material breach of Licensee's obligations hereunder. Licensee agrees that EMC, in its sole discretion, may at any time limit the EMC Courses that Licensee is authorized to deliver.

3.3. Teaching Staff. Licensee shall have on staff at least one (1) Lead Instructor to teach the EMC Courses. Lead Instructors shall participate in the EMC Instructor preparation program prior to their initial class delivery, as specified in the Procedures. Licensee shall pay all expenses that such Lead Instructors incur related to the training, including without limitation, transportation, lodging, and meals. Licensee shall be solely responsible for fulfilling the terms of any agreement between Licensee and its Instructors, and EMC shall not be obligated to perform, or be deemed liable for Licensee's nonperformance of, any of Licensee's obligations thereunder.

3.4. No Recording. Licensee shall neither permit nor engage in the recording (video, or like) of any portion of any Services without the prior written consent of EMC.

3.5. Business Reviews. Licensee agrees to participate with EMC in a review of the parties' business each calendar quarter or as otherwise mutually agreed. Such reviews shall include, without limitation, registration, promotion, Instructor performance, feedback for improving EMC Courses, and Student evaluations.

4. License Grants. Subject to the terms and conditions set forth in this Agreement, EMC hereby appoints Licensee, and Licensee hereby accepts such appointment, as an EMC Academic Alliance Program participant. EMC shall, within twenty (20) days of the Effective Date provide to Licensee a copy of or online access to the then-current Procedures.

4.1. Trademark. Licensee may use the EMC program mark identified in Exhibit B in accordance with the trademark license stated therein.

4.2. EMC Courses. Subject to the terms of this Agreement, EMC hereby grants to Licensee a non-exclusive, non-transferable, personal license for the Term to deliver EMC Courses to Students on a no-fee basis.

4.2.1. EMC Course Materials. Subject to the terms of this Agreement, EMC hereby grants to Licensee a non-exclusive, non-transferable, personal license for the Term to reproduce a reasonable number of copies of the EMC Course Materials for use in providing Services and to display and distribute the EMC Course Materials to Students.

4.3. Restrictions and Ownership. EMC grants to Licensee only the rights stated herein. Licensee shall not use any documents, software or other materials provided by EMC under the Program for any purpose other than those stated in this Agreement. EMC shall remain the owner of the EMC Courses, EMC Course Materials and any updates thereto and the EMC trademark. Licensee shall retain EMC's copyright and other proprietary notices on all copies of the EMC Course Materials that it makes. Except for the translations permitted under Section 4.4 ("Translation"), Licensee shall not modify or create derivative works of the EMC Courses or the EMC Course Materials and shall not facilitate or allow others to do so. Any modifications or derivative works created in violation of the foregoing shall belong to EMC. EMC shall own all translations of EMC Course Materials created by Licensee. Notwithstanding the foregoing, Licensee may supplement the EMC Course Materials, and Licensee shall retain all rights in any supplemental materials that it provides.

4.4. Non-Compete. Licensee agrees that during the term of this Agreement and for a period of twelve (12) months thereafter it will not negotiate or enter into any agreements regarding Licensee's provision of general storage technology training courses with any information storage hardware or software manufacturer or standards organizations of any kind without the express written consent of EMC. This section does not apply in the event that EMC terminates the Agreement for its convenience.

5. Licensee Responsibilities

5.1. EMC Courses and Student Registration. Licensee shall be responsible for the following with respect to the EMC Courses:

- a. When delivering an EMC Course, Licensee shall deliver it in its entirety in each instance and shall not abbreviate or present only a portion of any EMC Course.
- b. From time to time, EMC will provide updated EMC Course Materials on a website to be provided by EMC. Licensee shall periodically check the website for updated EMC Course Materials. Licensee shall update the EMC Courses and other aspects of the Program as specified by EMC from time to time.
- c. Licensee shall deliver the EMC Courses and conduct the Program to the quality standards and in accordance with all other requirements stated in the Procedures.
- d. EMC Course Materials will only be used as part of a structured syllabus leading to undergraduate or post-graduate academic credit.
- e. EMC Course Materials will not be used for teaching adult education, continuing education, corporate extension or business training classes or any other for-profit activity.
- f. Learning Partner shall screen all potential Students against the then-current Restricted Parties Lists maintained by the United States government and shall not admit as a Student any individual whose name appears on such lists.

5.2. Instructors. Licensee shall be responsible for the following with respect to Instructors and Lead Instructors for the EMC Courses:

- a. Licensee shall have on staff at least one (1) Lead Instructor for each EMC Course identified on Exhibit A. If Licensee has only one Lead Instructor, and that individual ceases to be employed by Licensee, then Licensee shall provide another Lead Instructor within 90 days of the departure.
- b. Lead Instructors shall participate in the EMC Instructor preparation program prior to delivering any EMC Courses. After completing the Lead Instructor preparation program, Lead Instructors may prepare other Instructors to deliver EMC Courses.
- c. Licensee shall only use Instructors to deliver EMC Courses and shall not allow anyone who has not successfully completed EMC's qualification process identified in the Procedures to deliver EMC Courses.
- d. Instructors must meet the prerequisites defined in the Procedures.

5.3. Classroom Requirements. Licensee will provide the necessary facility configuration and equipment to support EMC Courses as outlined in Exhibit D.

5.4. Translation. Subject to the license rights and other terms of this Agreement, Licensee may translate into local language the EMC Course Materials if they are not provided in local language by EMC. All translations are subject to EMC review and approval.

5.5. Promotion. Licensee agrees to actively promote the EMC Courses and Storage Technologist Certification based on a mutually agreed upon promotion plan agreed within 60 days of the Effective Date.

6. EMC Responsibilities

6.1. EMC Courses. EMC shall deliver to Licensee within 10 days of the Effective Date the EMC Course Material for the EMC Courses identified on Exhibit A. EMC will maintain the EMC Course Materials. If and when EMC updates the EMC Course Material to reflect changes in technology for the EMC Courses identified on Exhibit A, then EMC will provide such updates to Licensee either in hard copy or electronically.

6.2. Instructor Preparation. EMC will provide a preparation process for Instructors and Lead Instructors as defined in the Procedures. EMC will also provide guidelines for Lead Instructors to prepare other Instructors.

6.3. Program Support. EMC will administer and support the Program and will provide Licensee with the Procedures and other information regarding the Program.

7. Fees and Taxes

7.1. Program Fees. Licensee shall pay to EMC the Program Fees identified in Exhibit C. All payments under this Agreement are due and payable within thirty (30) days of EMC's invoice.

7.2. Taxes. All amounts are exclusive of value added tax and/or sales and goods and/or services tax and of all sales, use property, excise and like taxes, import duties and/or other applicable levies. Any tax EMC may be required to collect or pay based upon the sale, use, licensing or delivery of the EMC Course Materials or any other EMC deliverable under this Agreement shall be paid by Licensee to EMC upon invoice. Payments to EMC shall be made without deduction for taxes, imports, customs, levies or other withholding tax ("Tax") or shall be grossed up to provide EMC the same amount after such Tax as it would have received without the imposition of such Tax, together with tax receipts or similar evidence of payment by payor.

7.3. Audit. To ensure that Licensee (i) delivers all Services hereunder in accordance with the terms of this Agreement and the Program, and (ii) consistently meets EMC's high quality standards, EMC may audit Licensee's facilities, staff, equipment and classes at any time. EMC may conduct audits by specific appointment on at least 48 hours' notice or EMC personnel may attend unannounced any EMC Course delivered by Licensee. Licensee shall reasonably cooperate with any EMC audit. If EMC notifies Licensee of any deficiencies, then Licensee shall, within thirty (30) days of receipt of such notice, correct the deficiencies and certify in writing to EMC that it has done so.

8. Licensee's Representations and Warranties

8.1. Service Performance. Licensee warrants that it shall perform the Services under this Agreement and the Program in a good and workmanlike manner, striving at all times to achieve the highest standards of Student satisfaction and professional business practices.

9. Indemnity

9.1. EMC Intellectual Property Indemnity. EMC will have the obligation and right to defend any third party claim, suit or proceeding brought against Licensee to the extent it is based on allegations that any EMC Course supplied hereunder infringes a copyright or an existing patent issued as of the Effective Date (each a "Claim"); provided that Licensee notifies EMC promptly in writing of the Claim or threat thereof and gives EMC full and exclusive authority and information for and assistance with, the defense or settlement thereof. If such Claim has occurred, or in EMC's opinion is likely to occur, Licensee agrees to permit EMC, at its option and expense, either to: (a) procure for Licensee the right to continue using the EMC Course; or (b) replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, EMC may immediately terminate its obligations (and Licensee's rights) under this Agreement with regard to such EMC Course.

9.2. Exclusions to EMC Indemnity. Notwithstanding the foregoing, EMC shall have no obligation to defend Licensee or to pay any costs, expenses, damages or attorneys' fees for any Claim based upon: (a) combination or operation of the EMC Course with any software, hardware, data, or other materials or products not provided by EMC, if the Claim would not have arisen but for such combination or operation; (b) use of any EMC Course in a manner other than as authorized by the applicable documentation or this Agreement; or (c) EMC's compliance with the designs, plans or specifications furnished by or on behalf of Licensee. Further, EMC shall not be liable for any Claim, based on Licensee's use of any EMC Course after EMC has provided Licensee with modifications or changes in the EMC Course required to avoid such Claims, if such Claim would have been avoided by implementation of EMC's suggestions.

9.3. Exclusive Remedy. SECTIONS 9.1 AND 9.2 STATE THE ENTIRE OBLIGATION OF EMC AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO INFRINGEMENT OF PROPRIETARY RIGHTS. THE FOREGOING IS GIVEN TO LICENSEE SOLELY FOR ITS BENEFIT.

9.4. Licensee Indemnity. Licensee agrees to indemnify, defend and hold harmless EMC from any and all damages, liabilities, cost and expenses (including reasonable attorneys' fees) incurred by EMC as a result of any third party claim, action, proceeding or judgment (each a "General Claim") against EMC arising out, resulting from or related to (i) use of any EMC Course or EMC Course Material in a manner other than as authorized by this Agreement, (ii) any representations to third parties beyond the scope of this Agreement, and (iii) negligence or willful conduct by Licensee, its employees, contractors, partners or agents in connection with performance of Licensee's obligations under this Agreement, except to the extent that any such General Claim is attributable solely to the negligence or willful act(s) of EMC, its officers, employees, or agents. If EMC receives notice of any General Claim, EMC will promptly notify Licensee in writing of such General Claim and will permit Licensee to take control of the defense or settlement of any such General Claim, provided that EMC shall be entitled to be represented by counsel of its own choosing, at its own expense, and participate in the defense, settlement or negotiation of any such General Claim.

10. Limitation on Liability

10.1. Limitation on Direct Damages. Except with respect to payment of fees owed hereunder and the provisions of Section 9.3, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY IN TORT, THAT ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED (i) US \$1,000,000; OR (ii) THE AMOUNT OF FEES AND OTHER MONEYS PAID BY LICENSEE TO EMC, WHICHEVER IS THE LESSER.

10.2. No Consequential Damages. Except as provided in Section 9.3, NEITHER PARTY (a) SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (b) BRING ANY CLAIM BASED ON THIS AGREEMENT WHICH IS MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

10.3. Exceptions to Limitation on Liability. Claims relating to or arising under the following Sections shall not be subject to any limitation of liability stated above: 4.1 (Trademark), 4.3 (Restriction and Ownership), 9 (Indemnity) and 11 (Confidentiality).

11. Confidentiality

11.1. Definition of Confidential Information. During the term of this Agreement, both parties may be exposed to certain information, not generally known to the public, and which has been identified by the disclosing party at the time of disclosure as being confidential by means of an appropriate marking that it is confidential, or if disclosed orally, is identified as confidential at the time of disclosure and followed up with a written summary marked "confidential" or the like within thirty (30) days of oral disclosure (collectively the "Confidential Information").

11.2. Exclusions to Definition. Section 11.1 shall not preclude a party from using or disclosing the same or similar information as the other's Confidential Information to the extent that such same or similar information (i) is generally known to the public on the Effective Date; (ii) becomes generally known after the Effective Date other than as a result of an act or omission of the receiving party; (iii) is rightfully known to the receiving party prior to its receipt thereof from the disclosing party; (iv) is or was disclosed by the disclosing party generally without restriction on disclosure; (v) is received by the receiving party lawfully from a third party without breach of any obligation of trust; or (vi) is independently developed by the receiving party without use of the disclosing party's Confidential Information.

11.3. Obligation to Protect Confidential Information. Each party shall treat the Confidential Information received under this Agreement as they treat their own Confidential Information of like importance but shall not use less than reasonable care to protect the other party's Confidential Information. The receiving party shall only disclose the Confidential Information of the other party to its employees, consultants, attorneys and accountants under nondisclosure terms consistent with this Agreement for use by such individuals in carrying out the obligations or exercising the rights of a party under this Agreement. Other than as described in the foregoing sentence, a party shall not use, copy or disclose the other party's Confidential Information. A party receiving Confidential Information of the other shall protect it as such for three (3) years after the termination of this Agreement except for software and other technical information about a party's current or future products marked as Confidential, which shall remain the Confidential Information of its owner until at least one of the exceptions in Section 11.2 applies. A party does not violate its obligations under Section 11 if it provides Confidential Information in response to a court order or other governmental body or is otherwise required to do so by operation of law; provided, however, that the party required to disclose Confidential Information of the other party shall notify the other party as soon as possible after learning of the disclosure obligation and shall cooperate with the other party, at the other party's expense, in seeking to limit or prevent such disclosure.

12. Term and Termination

12.1. Term. The initial term of this Agreement shall be two years from the Effective Date, unless earlier terminated in accordance with this section 12. The Agreement shall automatically renew for additional one year renewal terms unless either party provides written notice to the other of termination for convenience under Section 12.2.

12.2. Termination for Convenience. Either party may terminate this Agreement for convenience, with or without cause, on written notice given by one party to the other not less than ninety (90) days.

12.3. Termination for Cause. If either party believes that the other has breached a material provision of this Agreement, then it shall notify the other, specifying in reasonable detail the alleged breach and supporting facts. The other party shall have thirty (30) days or as otherwise agreed by the parties to remedy the alleged breach. If the alleged breach is not cured by the end of the cure period, then the party claiming breach may send the alleged breaching party a notice of termination, which shall be effective upon receipt. This Agreement will terminate (i) immediately upon written notice to Licensee in the event Licensee breaches Section 11 ("Confidentiality"); (ii) immediately and automatically if (a) a receiver or other liquidating officer is appointed for substantially all of the assets or business of Licensee, (b) Licensee makes an assignment for the benefit of creditors, or (c) Licensee becomes insolvent. EMC reserves the right to terminate the Agreement for cause if there are no Student enrollments for three (3) consecutive semesters.

12.4. Effects of Termination. All rights granted under this Agreement shall terminate immediately on the effective date of termination. Notwithstanding the foregoing, termination shall not affect the pre-termination obligations, such as payment, of either party. Outstanding amounts due shall become immediately due and payable. Within thirty (30) days after termination, each party shall destroy or return to the other any Confidential Information belonging to the other party, and Licensee shall return to EMC all EMC Course Materials, Procedures documents and any other materials, whether in hard copy or electronic, including all Program information.

12.5. Survival. Any provision of this Agreement that is intended to survive shall survive, including without limitation Sections 1 ("Definitions"), 4.3 ("Restrictions and Ownership"), 7.1 ("Program Fees") and 7.2 ("Taxes") but only if fees and/or taxes are due and owing at termination, 7.3 ("Audit"), 9 ("Indemnity"), 10 ("Limitation on Liability"), 11 ("Confidentiality"), 12.4 ("Effects of Termination"), 12.5 ("Survival"), and 13 ("General").

13. General

13.1. Product Subject to Export Restrictions. The products and technologies provided under this Agreement are subject to governmental restrictions on exports from the U.S.; restrictions on exports from other countries in which such products and technologies may be produced or located; disclosures of technologies to foreign persons; exports from abroad of derivative products thereof; and the importation and/or use of such products and technologies outside of the United States (collectively, "Export Laws"), including without limitation the Export Administration Regulations of the U.S. Department of Commerce, the sanctions regulations of the U.S. Department of the Treasury, and the International Traffic in Arms Regulations of the U.S. Department of State, as applicable. Diversion contrary to U.S. law is expressly prohibited. Licensee shall indemnify and hold harmless EMC from any and all claims, liabilities, losses or damages arising from or relating to Licensee's breach of this Section 13.1 and its subparts.

13.1.1 Compliance with Export Laws. Licensee shall comply, at its sole expense, with all applicable Export Laws, including without limitation all licensing, authorization, documentation and reporting requirements relating to Licensee's import, use, or export of the Products, Technologies, or derivative products thereof. [EMC shall provide upon request reasonably available information concerning the U.S. export control status of Products or Technologies provided hereunder.]

13.1.2 Export Representations. Licensee represents that it is not a Restricted Party, which shall be deemed to include any person or entity: (1) located in or a national of Cuba, Iran, North Korea, Sudan, Syria, or any other countries that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; (2) on the U.S. Department of Commerce Denied Person's List, Entity List, or Unverified List; U.S. Department of the Treasury list of

Specially Designated Nationals and Blocked Persons; or U.S. Department of State List of Debarred Parties; (3) engaged in activities involving nuclear materials or weapons, missile or rocket technologies, or proliferation of chemical or biological weapons; or (4) affiliated with or a part of any non-U.S. military organization. Licensee shall not sell, resell, loan, disclose, or otherwise transfer any Product or Technologies to any Restricted Person. If Licensee becomes a Restricted Person during the term of this Agreement, Licensee shall notify EMC immediately and EMC shall have the right to terminate this Agreement (which termination may exclude Licensee's payment obligations) without notice and without further recourse by Licensee.

13.2. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be delivered to the persons identified below with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to the addresses below or such other address as either party may specify in writing.

<p><u>To Licensee:</u></p> <p>Attn: Malnad College of Engineering Hassan-573201 Karnataka India</p> <p>Facsimile No.: 08172-245683</p> <p><u>With a copy to:</u></p> <p><u>Attn : Office of Principal</u> Malnad College of Engineering Hassan-573201 Karnataka India</p> <p>Facsimile No.: 08172-245683</p>	<p><u>To EMC:</u></p> <p>Attn: EMC Computer Systems (South Asia) Pte Ltd 6 Temasek Boulevard, #31-01, Suntec Tower Four, Singapore 038986</p> <p>Facsimile No. +65 63336878</p> <p><u>With a copy to:</u></p> <p><u>Attn: Office of the General Counsel</u> EMC Computer Systems (South Asia) Pte Ltd Co. Registration No. : 199406777D 6 Temasek Boulevard, #31-01, Suntec Tower Four, Singapore 038986 Facsimile No. +65 63336878</p>
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13.3. Assignment. Licensee may not assign its rights or delegate its duties under this Agreement or assign this Agreement to a third party without the express written consent of EMC, which shall not be unreasonably withheld. Any purported assignment of this Agreement in violation of this Section shall be null and void.

13.4. Waiver and Amendments. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of that party's rights or the provision, nor shall it be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. This Agreement may only be amended in a subsequently-dated writing signed by authorized representatives of the parties.

13.5. Severability. If any provision of this Agreement is determined to be unenforceable or invalid under applicable law or be so held by applicable court decision, then such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, the invalid or unenforceable provision shall be removed and the remaining provisions shall be enforced.

13.6. Controlling Law. This Agreement shall be governed and construed according to the laws of India, without regard to any conflict of laws provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not be applied to this Agreement.

13.7. Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, employment or agency relationship. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor may one party bind the other party. Licensee shall indemnify and keep EMC indemnified against any all claims from employee benefits including but not limited to employee benefits or remuneration, employee salary, health benefits, employee insurances, pension, superannuation, annual, long service or sick leave, or workers compensation, or liability for claims arising in the workplace.

13.8. Force Majeure. Except for the payment of money, neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of strikes, riots, insurrection, fires, floods, earthquakes, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

13.9. Counterparts. This Agreement may be signed in counterparts which together shall form a single agreement as if all parties had executed the same document.

13.10. Headings. The headings in this Agreement are included for the convenience of the parties and shall not be used to construe or interpret the Agreement.

13.11. Nonexclusive Arrangement. Licensee's appointment is only for the term of this Agreement, is non-exclusive, and does not constitute a grant of any specific, exclusive territory, geographical area, or particular market to Licensee. EMC reserves the right to appoint other Licensees under the Program, and to directly provide to anyone at any time educational services or training programs on such terms and conditions as EMC may determine.

13.12. No Third Party Beneficiaries. No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than EMC and Licensee any rights, remedies or other benefits under or by reason of this Agreement.

13.13. Entire Agreement. This Agreement and all attached Exhibits state the complete agreement of the parties regarding the subject matter herein. It supersedes all prior or contemporaneous proposals, agreements or other communications between the parties, oral or written, regarding the subject matter. In the event of any conflicting term or condition between this Agreement and any other document relating to the Program, this Agreement shall prevail. As of the Effective Date, the following Exhibits are attached and incorporated into the Agreement:

- Exhibit A – EMC Courses
- Exhibit B – Trademark License Agreement
- Exhibit C – Program Fees
- Exhibit D – Classroom and Equipment Requirements

"LICENSEE"	"EMC"
Malnad College of Engineering	EMC Information Systems International
Signature: <u>M. V. Satyanarayana</u>	Signature: <u>[Handwritten Signature]</u>
Print Name: <u>Dr M.V. SATYANARAYANA</u>	Print Name: <u>Dennis G Cashman</u>
Title: <u>Principal</u>	Title: <u>Director</u>
Date: <u>10th June 2009.</u>	Date: <u>June 29, 2009</u>

Principal
Malnad College of Engineering
HASSAN - 573201

EXHIBIT A
EMC Courses

1. **EMC Courses:** Licensee is authorized to deliver the following courses:

Title	Format	Part number
Information Storage & Management	ILT	XX-XXXXX

EXHIBIT B
Trademark License Agreement

EMC Corporation ("EMC"), with a principal place of business at 176 South Street, Hopkinton, MA 01748-9103 and Malnad College of Engineering, with a principal place of business at Hassan-573201, Karnataka, India (the "Licensee") enter into this Trademark License Agreement (the "License"). This License is effective as of the Effective Date of the EMC Academy Agreement between EMC and Licensee ("Agreement").

WHEREAS, EMC owns good and valuable trademarks and logos;

WHEREAS, Licensee has been given non-exclusive right to provide training using content provided by EMC in the Territory (as defined below) pursuant to the Agreement; and

WHEREAS, Licensee wished to license use of the Trademark (as defined below) in connection with the provision of the EMC content in courses and in accordance with the terms, conditions described below and the Agreement:

The parties hereby agree as follows:

1.0 DEFINITIONS

- 1.1 "Trademark" means that Trademark of EMC as listed on the attached Appendix A.
1.2 "Territory" means worldwide.

Any other term used in this License that is not defined herein shall have the meaning stated in the Agreement.

2.0 LICENSE GRANT

- 2.1 Subject to and expressly conditioned upon compliance with the terms and conditions of this License, EMC hereby grants to Licensee a personal, nonexclusive, nontransferable, royalty-free right to use the Trademark solely in conjunction with Licensee's promotion and delivery of EMC Courses in the Territory in the manner described in the guidelines set forth in the attached Appendix B and as may be prescribed by EMC from time to time.
- 2.2 Licensee may not use or reproduce the Trademark in any manner whatsoever other than as expressly described in Appendix B.
- 2.3 Licensee agrees and acknowledges that EMC retains all right, title and interest in and to the Trademark. Except as explicitly granted in this License, Licensee shall not have any rights in the Trademark. Under no circumstances will anything in this License be construed as granting, by implication, estoppel or otherwise, a license to any EMC technology or proprietary right other than permitted use of the Trademark pursuant to Section 2.1.
- 2.4 Licensee represents and warrants that it will use the Trademark solely as provided in this License and will not use the Trademark in any manner which in the reasonable judgment of EMC, will diminish or otherwise damage EMC's goodwill in the Trademark.

3.0 QUALITY, INSPECTION AND APPROVAL

- 3.1 Licensee shall supply EMC with suitable specimens of Licensee's use of the Trademark upon reasonable request from EMC. Licensee shall cooperate fully with EMC to facilitate periodic reviews of Licensee's use of the Trademark.
- 3.2 Licensee shall promptly, fully correct and remedy any deficiencies in its use of the Trademark upon notice by EMC.

4.0 IDENTIFICATION AND USE

- 4.1 Licensee shall mark every use of the Trademark as described in Appendix B and shall comply with EMC's trademark use guidelines as amended from time to time.
- 4.2 Licensee shall use the Trademark in a manner that does not derogate from EMC's rights in the Trademark and will not take any action that will interfere with or diminish EMC's rights in the Trademark, either during the term of this License or afterwards.
- 4.3 Licensee agrees not to adopt, use, or register any corporate name, trade name, trademark, service mark, certification mark, or other designation similar to, or containing, in whole or in part the Trademark. Licensee agrees all uses of the Trademark, including joint uses, by Licensee will inure to the benefit of EMC, both within the Territory and beyond the Territory.

5.0 WARRANTIES

- 5.1 EMC MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO ANY TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT LICENSED UNDER OR IN CONNECTION WITH THIS LICENSE.

6.0 INFRINGEMENT

- 6.1 Licensee shall promptly notify EMC of any suspected infringement or challenge to the Trademark or any of its constituent elements.
- 6.2 EMC agrees to defend and indemnify Licensee against any final judgment against Licensee from any third party claims that the Trademark infringes any registered third party trademark rights enforceable in the Territory, provided EMC is notified promptly in writing of the claim and has sole control over its defense or settlement, and Licensee provides reasonable assistance in defense of the same.
- 6.3 In the event EMC receives information concerning an infringement claim related to the Trademark, EMC may at its expense, without obligation to do so, either (i) procure for Licensee the right to continue use of the alleged infringing Trademark, or (ii) replace or modify the Trademark to make it non-infringing, and in which case Licensee shall cease use of the alleged infringing Trademark.
- 6.4 EMC shall not have any liability for any intellectual property claim based on Licensee's use of the Trademark after EMC's notice to Licensee that Licensee shall cease use of such Trademark.
- 6.5 THIS SECTION 6 STATES THE ENTIRE LIABILITY OF EMC AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY ALLEGATIONS OF INFRINGEMENT OF TRADEMARK OR ANY OTHER INTELLECTUAL PROPERTY RIGHT PROVIDED UNDER THIS LICENSE.

7.0 DAMAGES

- 7.1 IN NO EVENT SHALL EMC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR BUSINESS PROFITS) ARISING FROM OR RELATED TO LICENSEE'S MARKETING, DISTRIBUTION OR ANY USE OF THE TRADEMARK, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EMC BE LIABLE FOR ANY DAMAGES FOR LICENSEE'S USE OF THE TRADEMARK IN VIOLATION OF THE TERMS AND CONDITIONS OF THIS LICENSE.

8.0 TERM OF LICENSE

- 8.1 The term of this License shall be co-extensive with the term of the Agreement. If the Agreement is terminated for any reason, then this License shall automatically terminate. Further, EMC shall have the right to terminate this License with or without cause upon thirty (30) days prior written notice.

8.2 From and after termination or expiration of this License, Licensee shall cease and desist from all use of the Trademark.

8.3 The following provisions shall survive any termination of this License: 1, 5.1, 6.5, 7 and 9.

9.0 GENERAL

9.1 The parties hereby incorporate by reference the provisions of the Agreement contained in Sections 13.1 through 13.13 as if fully stated herein.

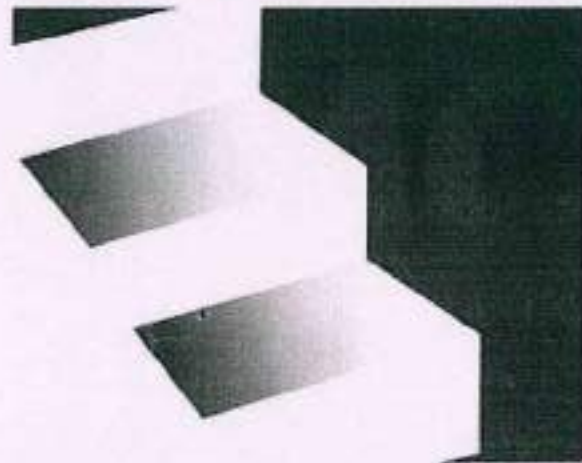
9.2 Compliance with Laws - Each party shall comply with all applicable U.S. export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. This Logo License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A, excluding its conflict of law rules. The U. N. Convention on Contracts for the International Sale of Goods shall not apply. Licensee hereby consents to jurisdiction and venue in the state and federal courts sitting in the Commonwealth of Massachusetts, U.S.A.

"LICENSEE "	"EMC"
Mainad College of Engineering	EMC Corporation
Signature: <u>Mr. Sanyalalayce</u>	Signature: <u>[Handwritten Signature]</u>
Print Name: <u>Dr. M. V. SATHYANARAYANA</u>	Print Name: <u>Paul T. Dacier</u>
Title: <u>Principal</u>	Title: <u>ENP + GC</u>
Date: <u>10-June-2009</u>	Date: <u>June 29, 2009</u>

Principal
Mainad College of Engineering
BASSAN - 573201

Appendix A to Exhibit B
LICENSED MARK

EMC²[®]



PROVEN
ACADEMIC ALLIANCE
PROFESSIONAL

Appendix B to Exhibit B

TRADEMARK GUIDELINES

I. GUIDELINES FOR USE OF EMC TRADEMARK

A. NON-EMC COMPANIES CAN USE THE TRADEMARK OF EMC PURSUANT TO THE FOLLOWING GUIDELINES:

- (1) EMC has the right to review all advertising, marketing and promotional materials prior to the distribution of such materials.

EXAMPLES: Advertising Materials
Business Cards
Collateral
Product Brochures
Trade Show Exhibits

- (2) EMC Trademark can only be used to identify EMC Corporation and/or EMC products and services.
- (3) The only purpose for the use of EMC Trademark is to promote EMC products and/or services.
- (4) Another company's name, Trademark, service marks or product name should be used in accordance with the following:
- EMC Trademark should never appear larger or more prominent than another company's trade name, service mark or trademark on any materials.
 - EMC Trademark should always be independent and separate from the Trademark of another company.
 - A minimum amount of empty space must surround any EMC trademark, separating it from any other object (such as type, photography, borders etc.).
 - Required border of empty space should be 1/2X, where X equals the height of the first letter of the EMC trademark.
 - An EMC trademark may not be used as a feature or design element of any other trademark or logo.
- (5) EMC Trademark cannot be used in any manner which would imply another company is sponsored by, or endorsed by, or affiliated with EMC.

DON'TS:

- XYZ Inc./EMC² (whether on advertising, business cards or any other kind of promotional materials.)
- A business card or promotional materials of another company should never contain *only* EMC Trademark.

- (6) EMC Trademark cannot be used in a manner which would imply that the goods and/or services of another company are sponsored by, or endorsed by, or affiliated with EMC.

DON'TS:

- XYZ Inc./EMC² Professional Services.
- "Backup Product" - Recommended by EMC², manufacturer of the Symmetrix storage system.

- (7) EMC Trademark cannot be used in a manner which would disparage EMC Corporation, its subsidiaries, its products or services.

DON'TS:

- Untruthful advertising.
- Misleading promotional materials.

- (8) EMC Trademark should never appear larger and/or more prominent than the other company's trade name, service name or any materials produced or distributed by another company.

DON'TS:

- XYZ Inc.
- EMC².
- Includes business cards, advertising and any other marketing and/or promotional materials.

- (9) The trademark designation symbol © must appear in the upper right or at the baseline immediately following the first use of an EMC trademark. The following footnote must accompany any use of an EMC trademark.

"_____ is a registered trademark or trademark of EMC Corporation."

- (10) All copyright, trademark, and patent notices in the products (including software) and documentation must remain on the products and documentation.
- (11) The use of all EMC Trademark must be in accordance with the EMC Logo and Descriptor Usage standards.
- (12) The use of EMC trade names is not permitted by companies other than EMC Corporation.
- (13) Only EMC may use the corporate tag line "The Enterprise Storage Company." Other companies may not use or imitate the corporate tag line.

EXHIBIT C
Program Fees

Licensee shall pay to EMC the following non-reimbursable Program Fee in return for the rights granted herein.

Program Fee NIL
Payable in India Rupees – Rs – All taxes are additional

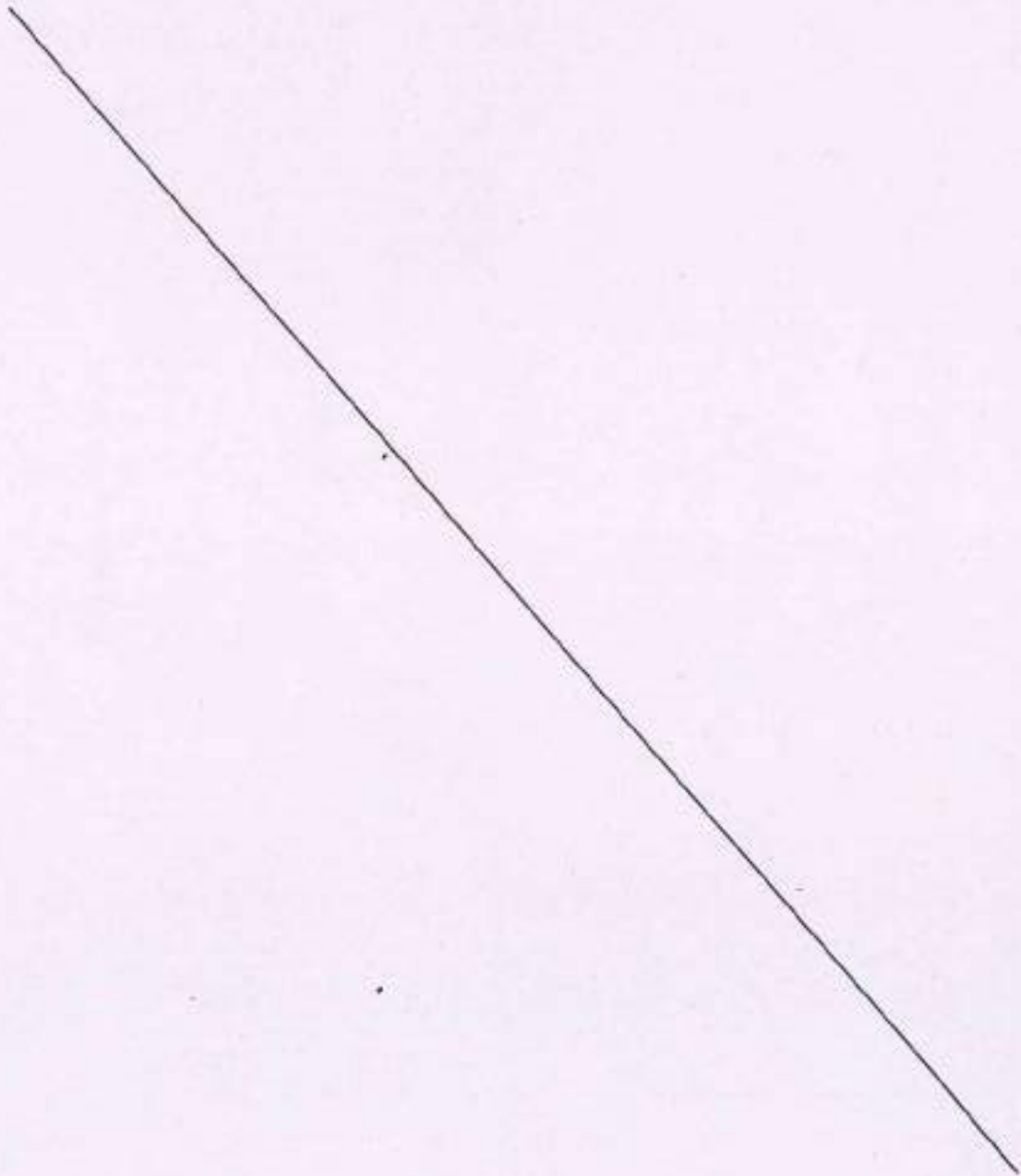


EXHIBIT D

Classroom and Equipment Specifications

N/A

