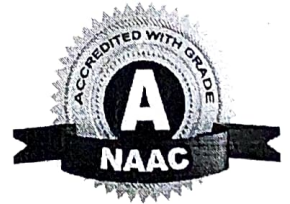


AGREEMENT

BETWEEN

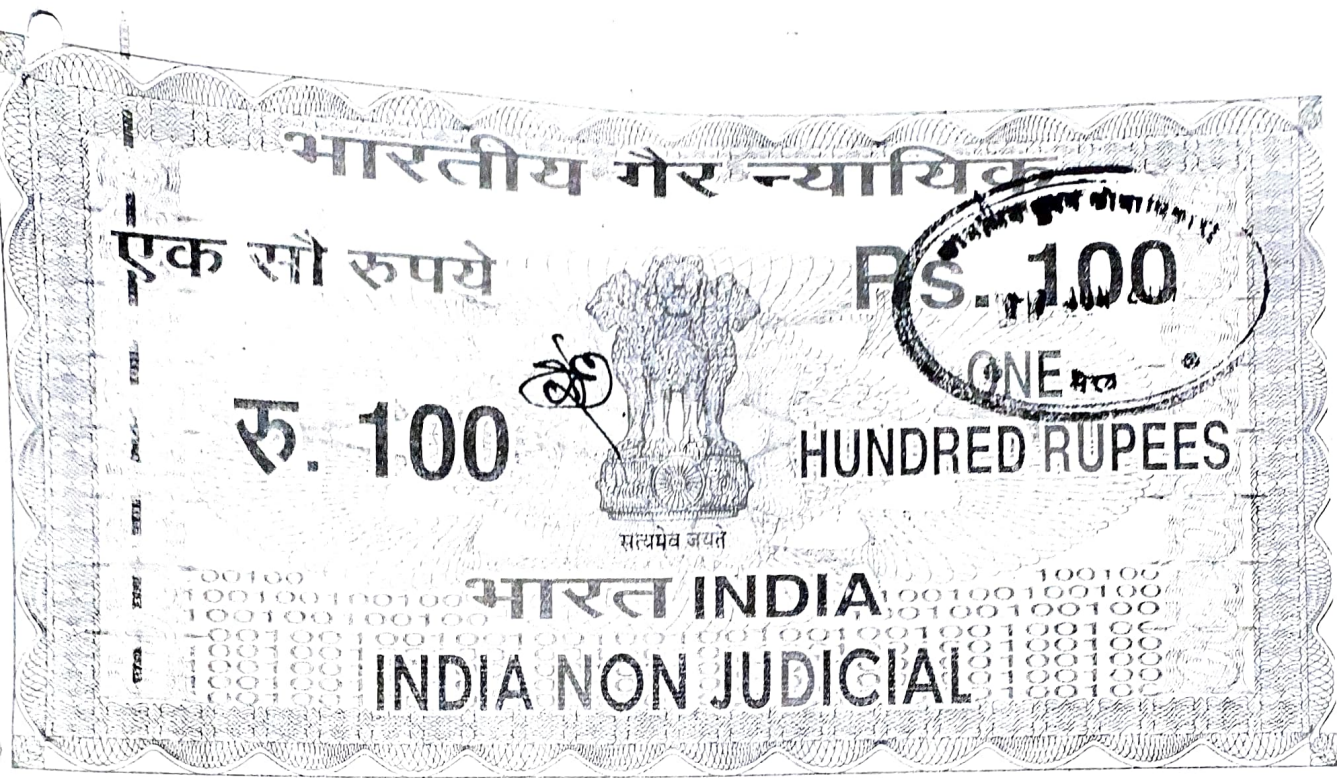
SWAMI VIVEKANAND SUBHARTI UNIVERSITY,
MEERUT



AND



SAMATRIX CONSULTING PRIVATE LIMITED,
GURGAON



उत्तर प्रदेश UTTAR PRADESH

EV 372448

Agreement between Swami Vivekanand Subharti University

And

Samatrix Consulting Pvt. Ltd

This agreement is entered on 5th July 2019 between SWAMI VIVEKANAND SUBHARTI UNIVERSITY & SAMATRIX CONSULTING PRIVATE LIMITED is executed at Meerut and, effective from 05-07-2019.

SWAMI VIVEKANAND SUBHARTI UNIVERSITY:

SWAMI VIVEKANAND SUBHARTI UNIVERSITY (hereinafter referred to as "Subharti University") is a University under section 2(f) of the University Grant Commission (U.G.C.) Act, 1956 and set up under the Swami Vivekanand Subharti Vishwavidhayalaya, Uttar Pradesh Adhiniyam, 2008 (U.P. Act No.29 of 2008) as passed by Uttar Pradesh Legislature and assented by the Honorable Governor of Uttar Pradesh in September 2008.

The University has been established under the aegis of Mahayana Theravada Vajrayana Buddhist Religious and Charitable Trust (formerly known as Subharti K.K.B. Charitable Trust), Meerut, which has acquired a commendable record of service in the field of Education, Health care and Social Welfare.

For Samatrix Consulting Pvt. Ltd.

[Signature]
5/7/19

[Signature]

The University has several constituent colleges which provide higher education in almost all the disciplines like Medical, Dental, Nursing, Physiotherapy, Paramedical, Pharmacy, Naturopathy, Yogic Sciences, Engineering, Management, Law, Journalism, Education, Library, Arts and Science, Hotel Management, Faculty of Science etc. thus engaged in creating academically and technically proficient professionals.

SAMATRIX CONSULTING PRIVATE LIMITED:

SAMATRIX CONSULTING PRIVATE LIMITED(hereinafter referred to as “**Samartix Consulting**”), incorporated on 7 January 2019 Under Companies Act, 2013, classified as Non-Govt company and is registered at Registrar of Companies, Delhi, bearing Corporate Identification Number (CIN) U74999HR2019PTC077667, with its registered address as 311, VIPUL TRADE CENTRE SOHNA ROAD, SECTOR -48 GURUGRAM Gurgaon HR 122018


Background:

The objective of SAMATRIX CONSULTING PRIVATE LIMITED is to bring the benefits of artificial intelligence and machine learning to everyone. SAMATRIX CONSULTING PRIVATE LIMITED works with researchers and academia to ensure that the technology can be used to help people.

By harnessing the explosion in computational power and digital data, it has been focusing on developing state-of-the-art solutions and algorithms to enable natural interaction between human and machine that can augment and enhance human skills and agility.

To harness the power of intelligent machines, it actively engages with research community by conducting technical conferences and workshops, and collaboration with universities and technical institutions in India. Its research groups include colleagues from industry and academia cover all the topics related to artificial intelligence to understand and advance the academic problems surrounding Artificial Intelligence.

For Samatrix Consulting Pvt. Ltd.


Director/Authorised Signatory



**SAMATRIX CONSULTING PRIVATE LIMITED AND SWAMI VIVEKANAND
SUBHARTI UNIVERSITY:**

We share the common vision of empowering the candidates by imparting industry relevant skill sets and increasing their employability. To achieve our common goal, Samatrix Consulting and Subharti University will collaborate to establish a Centre of Excellence in Machine Learning & Artificial Intelligence on an exclusive basis on the following framework.

ROLE OF SAMATRIX CONSULTING PRIVATE LIMITED:

Samatrix Consulting will offer subject matter expertise for establishing Industry focused Centre of Excellence at Subharti University to impart knowledge (through an industry integrated curriculum) and help develop expertise in Machine Learning & Artificial Intelligence for B.Tech Programmes as deemed appropriate.

- i. Samatrix Consulting will jointly develop the complete 7 semester track(s) along with SUBHARTI University, namely; B. Tech (Computer Science Engineering) with Specialization in Artificial Intelligence and Machine Learning.
- ii. Samatrix Consulting will dedicate experienced trainers to run the classes at SUBHARTI University at time and periods as may be decided by Samatrix for such specialized subjects in Artificial Intelligence and Machine Learning as developed in accordance with clause no. (i).
- iii. Samatrix Consulting will provide Faculty Development program to the concerned faculties of Subharti University wherein orientation to such faculties shall be provided for a period of two to three days in a year free of cost.
- iv. Samatrix Consulting offers 100% placement guarantee to the enrolled students through a guarantee card subject to the conditions as mentioned in Annexure "A"
- v. During the admission process, Samatrix Consulting shall sign agreement with the enrolling student as mentioned in Annexure "A" which shall exclusively govern the terms and conditions and criteria for successfully availing placement guarantee offered by Samatrix Consulting.

ROLE OF SWAMI VIVEKANAND SUBHARTI UNIVERSITY

Subharti University will invest to establish Industry focused Centre of Excellence at Subharti University to impart knowledge (through an industry integrated curriculum) and help develop expertise in Machine Learning & Artificial Intelligence. Subharti University shall provide

required human capital, space and infrastructure and shall maintain confidentiality of proprietary/confidential information shared by Samatrix Consulting and such confidential information shall be used by Subharti University exclusively for training & education purpose of the enrolled students with the specialized subjects offered by Samatrix Consulting.

- i. Samatrix Consulting will charge a sum of Rs. 28,000/- (plus applicable taxes) from each students per annum for four years from the start of course to Samatrix Consulting for developing and running the specialized B.Tech. track.
- ii. It shall be the responsibility of Subharti University to collect the money from students and hand over the money to Samatrix Consulting. The receipt of payment shall be issued by the Samatrix Consulting after receiving the payment. In case Subharti University fails to realize payment from the students within 30 days from their joining/commencement of the new semester, Samatrix Consulting may stop its services in respect to the concerned student in Subharti University at its sole discretion without any risk or liabilities neither towards Subharti University nor towards students enrolled in the specialized course.
- iii. Subharti University shall co-brand Samatrix Consulting for all the promotional materials/events for the tracks - B.Tech. (Computer Science Engineering) with Specialization in Artificial Intelligence and Machine Learning.

Review:

Subharti University and Samatrix Consulting shall jointly review the progress of the course every quarter and the minutes of such reviews will be documented and will form the basis for subsequent actions to grow the business, including development of new products and future developments and collaboration between the Parties.

Other Terms and Conditions:

1. The parties are responsible for their individual acts of commission and /or omission, due to their negligence, and non-compliance of statutory liabilities and obligations,
2. The engagement is on a principal to principal basis and no party shall hold each other as agent and or principal of the other for any liability.
3. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
4. **Term:** This Agreement is valid for the period of four year till all the enrolled students in the above-mentioned program are graduated and placed on the conditions as mentioned in Annexure "A". Subharti University will launch new sessions and enrol new students in the above-mentioned program in association with Samatrix Consulting Private Limited for next

four years starting year of execution of this program. The terms for engagement between Subharti University and Samatrix Consulting Private Limited with regard to students enrolling in new sessions shall be mutually determined vide separate agreements on renewed terms and conditions dully executed between the Parties.

5. Confidentiality of Relationship and Information:

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization being dully authorized to receive such Confidential Information. This clause shall survive even after this Engagement.

6. Trade Marks, Trade Names and IPR's

The parties hereby acknowledge and confirm that all intellectual property rights including but not limited to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners/Parties and nothing contained in this Engagement shall, unless specifically provided in writing, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners.

The parties shall not use in any manner whatsoever, any of the Intellectual Property of other party, whether registered or not except as expressly authorized in writing and such authorization shall be restricted to the purpose of providing training to the enrolled students with Samatrix Consulting and shall elapse immediately after the termination of this agreement or for the course period of such enrolled students whichever is earlier.

The parties shall strictly comply with requirements and specifications relating to the display of any Intellectual Property including logo, trademark, copyrights and its distribution thereof.

7. Dispute jurisdiction and resolution:

Any and all differences and disputes whatsoever arising between the parties shall at the first instance be resolved mutually between the parties and in the event of a non-resolution, the matter shall be referred to sole arbitration to be jointly appointed by the parties in accordance with Arbitration and Conciliation Act, 1996 and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in New Delhi and shall be conducted in English.

All disputes shall be governed in accordance with the laws prevailing in New Delhi shall only be subject to Courts of competent jurisdiction of New Delhi which shall have For Samatrix Consulting Pvt. Ltd.


Director/Authorized Person



jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this agreement/Engagement.

8. Assignment:

Neither party shall, without the other Party prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this agreement to any other person.

IN WITNESS WHERE OF the parties hereto have hereunto set hands and seals at Meerut on the 5th July 2019 aforementioned.

For

SAMATRIX CONSULTING

PRIVATE LIMITED
For Samatrix Consulting Pvt. Ltd.


Director/Authorised Signatory

Authorized signatory with seal

For

SWAMI VIVEKANAND
SUBHARTI UNIVERSITY



(Dr. N. K. AHUJA)
Vice Chancellor

Authorized signatory Subharti University
Swami Vivekanand
MEERUT