

ORACLE WORKFORCE DEVELOPMENT PROGRAM ("WDP") AGREEMENT

DEFINITIONS

"You" and "your" refers to the entity that meets the criteria set forth below and has executed this agreement ("agreement") and ordered Oracle programs, materials and/or services from Oracle India Pvt Ltd ("Oracle"). The term "Instructor" means an individual that you employ to teach a Class and who has demonstrated experience and mastery of the Oracle Programs and Materials specific to such Class. The term "WDP Class" means a class that you provide in an Institution for Students in addition to your regular curriculum and following the format detailed subsequently in this agreement that uses the Programs and Materials in accordance with this agreement. The term "Student" means a student enrolled in a WDP Class you offer pursuant to the terms of this agreement. The term "Institution" means the specific Training Centers as listed in Exhibit A. In case the training centers listed in Exhibit A are not your owned and operated centers, each such training center shall first agree in writing with you to use the programs and services under the terms of this agreement. You shall be responsible for any breach of the terms of this agreement by such training centers specified in Exhibit A. 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 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 Materials" means the Instructor Materials and WDP Student Materials collectively. The term "WDP website" means the worldwide web site 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, education or any other services provided under this agreement. 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 listed in Exhibit B of this agreement.

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. This 12-hour per week instructional limit shall apply in all cases except where WDP Classes are no more than seventy percent (70%) of a full-time training program that is at least five months in duration.

reference in the WDP class your use of Oracle Programs and WDP Materials.

supply a single copy of the relevant WDP Student Materials to each Student in a WDP Class.

teach all WDP Classes at your facilities. Each facility must have a registered WDP Member Account with Oracle. Any distance education or online delivery of WDP Classes requires prior written approval by Oracle.

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. Oracle will provide technical support for the Programs via WDP under Oracle's then current technical support policies, which are subject to change and may contain additional terms. You may access the current version of the technical support policies at <http://oracle.com/contracts>.




REGISTRAR
ITM UNIVERSITY
Gwalior (M.P.)

submit to Oracle a brief outline of your plan to teach WDP Classes and submit forecasts as requested by Oracle.

use only WDP Materials 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 any services for teaching WDP Classes only; such use specifically excludes your internal data processing operations. Such use 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 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 Institution teaching the relevant WDP Class.

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.

If you purchase Instructor Materials, subject to the terms of this agreement, Oracle grants to you a nonexclusive, nontransferable license to distribute a single paper 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 and WDP Materials and 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 Institution, per location, and (2) for any WDP Student Materials and WDP Instructor Materials, shall be the fee(s) as set forth on the WDP website and on your order summary.

All fees payable to Oracle are due and payable along with your order, and you also agree to pay any sales, value-added or other similar taxes which we must pay based on the Programs, WDP Materials, technical support or other services or 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 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 for the electronic Student Kit material delivery process during the Term. Such support will be provided via e-mail, and you may view more detailed support instructions on the WDP website at http://workforce.oracle.com/pls/wdp/lrd_cgi2.process_cmd?cmd=help#eKit.

PROGRAM DELIVERY

You may access and electronically download to your location the Programs by visiting the E-Delivery website at <http://edelivery.oracle.com>. Provided that you have a supported license for the applicable Program(s) listed on WDP website at https://workforce.oracle.com/wdp_software.html and listed in Exhibit B in this agreement, 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.

WDP Agreement W073009_IN4

Oracle Confidential

Page 3 of 8

REGISTRAR
FEM UNIVERSITY
Gwalior (M.P.)

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 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; or e) is disclosed by operation of law.

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 of this agreement, 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




REGISTRAR
ITM UNIVERSITY
Gwalior (M.P)

the above, you shall have no obligation to indemnify Oracle with respect to a claim 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 wish to provide a notice under the Indemnification section of this agreement or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle India Pvt Ltd, DLF Building No. 8, Tower C, Ground Floor & 7th Floor, DLF Cyber City, DLF Phase - II, Gurgaon, Haryana - 122002, 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 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.

REGISTRAR
ITM UNIVERSITY
Gwalior (M.P.)

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

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 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 02/08/2019 . (to be inserted by Oracle)

Company Name: ITM University

Oracle India Pvt Ltd

Authorized Signature:  REGISTRAR
ITM UNIVERSITY

Authorized Signature:  REGISTRAR

Name: Dr. Omveer Singh

Name: Bijay Kumar Biswal

Title: Registrar

Title: Vice President (V.P)

Signature Date: 28/03/2019

Signature Date: 28.03.2019






ORACLE

Exhibit A

List of

centres covered under this agreement dated

#	Address	Tel. No.	Fax No.	Contact Person & email
1	ITM University Gwalior, Turari, NH - 75, Jhansi Road, Gwalior - 474001, M. P.	+918718806233	+91-751-2432988	Dr. Omveer Singh registrar@itmuniversity.ac.in

[Handwritten signature]

[Handwritten signature]

REGISTRAR
ITM UNIVERSITY
Gwalior (M.P.)

WDP Agreement V073009_BN4

Oracle Confidential

Exhibit B

List of Oracle Programs covered under this agreement dated

#	Course Title	Duration (hrs)
1	Oracle Database 10g: New Features for Administrators 2.1 English Student Kit	40
2	Oracle Database 10g: Introduction to SQL 3.0 English Student Kit	40
3	Oracle Database 10g: Administration Workshop I 3.1 English Student Kit	40
4	Oracle Database 10g: Administration Workshop II 3.1 English Student Kit	40
5	Oracle Database 10g: Program with PL/SQL 2.1 English Student Kit	40
6	Oracle Forms Developer 10g: Build Internet Applications 2.0 English Student Kit	40
7	Oracle Reports Developer 10g: Build Reports English Student Kit	40
8	Oracle Database 11g: Introduction to SQL 2.0 English Student Kit	40
9	Oracle Database 11g: New Features for Administrators 2.1 English Student Kit	40
10	Oracle Database 11g: Administration Workshop I 2.0 English Student Kit	40
11	Oracle Database 11g: Administration Workshop II - 2.0 English Student Kit	40
12	Oracle Database 11g: Program with PL/SQL 2.0 English Student Kit	40
13	Oracle Database 11g: Performance Tuning, 2.0 English Student Kit	40
14	Fundamentals of the Java Programming Language, Java SE 6, 1.1 English Student Kit	40
15	Java Programming Language, Java SE 6, 1.1 English Student Kit	40
16	Developing Applications for the Java EE 6 Platform, 2.0 English Student Kit	40
17	Web Component Development with Servlets & JSPs, Java EE 6, 1.1 English Student Kit	40
18	Business Component Development with EJB Technology, Java EE 6, 1.1 English Student Kit	40
19	MySQL for Developers 1.0 English Student Kit	40
20	MySQL and PHP - Developing Dynamic Web Applications 1.0 English Student Kit	40
21	Java SE 7 Programming, 2.0 English Student Kit	40
22	Java SE 7 Fundamentals, 2.0 English Student Kit	40
23	Java SE 7 New Features, 2.0 English Student Kit	16




 REGISTRAR
 ITM UNIVERSITY
 Gwalior (M.P.)