AUTOMATION
ANYWHERE

Automation Anywhere Course Administration Agreement (University)

This University Course Administration Agreement("Agreement"), dated **as of 21/06/2019** (the "Effective Date"), is entered into by and between **Automation Anywhere, Inc., a California** corporation with offices at 633 River Oaks Parkway, San Jose, CA 95134U.S.A.(hereafter referred to as "AAI"), and Adichunchanagiri University located at BG Nagar, Nagamangala taluk, Mandya dist, Karnataka, India-571448. (hereafter referred to as "ACU"). ACU and AAI are hereafter collectively referred to as the "parties".

WHEREAS, AAI is offering the "Automation Anywhere University Talent Development Program", in which enrolled students of certain universities("Students") may attend a non-unit lab practicum course (the "Course"), taught by a faculty member directly trained and certified by AAI as an AAI trainer ("Faculty Trainer") in a classroom enabled with AAI software as an AAI Center of Excellence, after which those trained students may themselves seek accreditation as AAI trainers through testing with AAI (the "Program");

WHEREAS, University desires to participate in the Program.

THEREFORE, for good and valuable consideration as set forth below, the parties agree as follows:

1. **Definitions.**

"Center of Excellence" or "CoE" means the setup of the Software on University equipment by AAIand provision of Documentation to enable the Faculty Trainer to instruct the Students in the Course.

"Certification" means accreditation by AAI of any Student or Faculty Trainer in the Software as a result of passing an examination provided by AAI for this purpose.

"Documentation" means (a) the manuals, handbooks, and other written materials related to the Use of the Software, whether in hard copy or soft copy form, that are provided by AAI along with the Software, and (b) the training materials that the Faculty Trainer will use in instructing Students as part of the Course, as such Documentation may be updated by AAI from time to time.

"Software" means AAI's proprietary software in machine-readable, object code form only, related Documentation, and all modifications made thereto by AAI, and any updates or upgrades that AAI provides to University, in order for University to provide the Course under this Agreement.

"Use" means the installation, accessing, displaying, and operation of the AAI Software to automate business processes and tasks.

2. **Obligations.** The parties agree to each undertake and fully perform during the Term the following obligations for the success of the Program, and, except as explicitly stated in Section 2.2, such obligations will be undertaken at the respective party's sole cost and expense:

2.1 *AAI Obligations.*

AAI Responsibilities:
.Provide AAI train-the-trainer courses for University's faculty (at either University's premises or remotely); and thereafter test such faculty and issue AAI trainer certification to thosefaculty who have successfully completed such training;

-Provide e-learning access to those Students enrolled in the Course;
-Provide the Software under the license terms in Section 3 of this Agreement;
-Work with the University to set up the CoE, including installing the Software and providing Documentation;
-Provide the University with the certification test materials needed to test Students on for Student's AAI certification;
-Issue the AAI certification to those students who have successfully completed the certification course.

2.2   *University Obligations.*

University's Responsibilities
-Have faculty members attend AAI train-the-trainer courses, and have those who have successfully completed such course be tested for AAI train-the-trainer certification;
-Train Students using only Faculty Trainers who at the time of the Student training are already AAI certified trainers;
-Provide Students with the opportunity to enrol in the Course, enrol Students in the Course, and conduct and oversee Student's participation in the Course;
-Advise in writing to all enrolled and prospective Students that neither the Student's completion of the Course nor the Student's Certification provides any assurance of any employment by any of the parties to this Agreement;
-Provide the physical space(s) needed for Students to take the Course and to engage in learning and training certification activities;
-As part of providing the physical space(s), obtain and maintainappropriate insurance coverages as mandated by applicable law;
-Provide and maintain the computers and all related equipment necessary for the successful implementation and running of the CoE;
-make the CoE available for Students to use for their Course-related learning activities, and have the use of the CoE be supervised by the Faculty Trainer;
-Support, encourage and drive Students to progress through the Course;
-Provide AAI with written feedback on Student progress, including any impediments to progress, and feedback on the Course itself ("Feedback");
-Take measures to ensure that neither the University, its personnel, its faculty, or other agents charge Students any fees to enrol in and complete the Course;
-For those Students who have completed the Course, offer and proctor aCertification test using AAI-provided Certification testing materials;
-Take measures to ensure that the results of each Student's Certification test are true and accurate, including but not limited to closely proctoring and monitoring student Certification testing so that cheating or other conditions affecting testing accuracy do not occur;
-Reimburse AAI for reasonable costs of travel, accommodations, and incidental expenses, as incurred by AAI representativeswhile setting up the CoE.

3.   **Limited University License.**

3.1   *License.*Subject to the terms and conditions of this Agreement, AAI grants Universitya limited, non-exclusive, non-transferable, non-production license to Use the Softwareduring the

disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (e) that the disclosing party agrees in writing is free of such restrictions.

5. Indemnity.

5.1 *Indemnification Obligation.* Each party (the "Indemnifying Party") will defend the other party, and its employees, directors, agents, and representatives (collectively, the "Indemnified Party"), from any actual or threatened third party claim to the extent that it arises from: (a) the Indemnifying Party's breach of its confidentiality obligations in Section 4; (b) any alleged infringement by the Indemnifying Party of any third party intellectual property rights;(c) the negligent acts, omissions, negligence or willful misconduct of the Indemnifying Party in the performance of its obligations pursuant to this Agreement; (d) the failure of the Indemnifying Party to comply with, and any liabilities arising under, any applicable law(each, a "Claim").

5.2 *Indemnification Procedures.* The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party giving the Indemnifying Party prompt written notice of any Claim; (b) the Indemnifying Party having full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party providing assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complying with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them by a court of competent jurisdiction in any Claim under this Section 5; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.

5.3 *Indemnification Limitations for Third Party Infringement Claims.* An Indemnifying Party will have no obligation under this Section 5 or otherwise solely to the extent the claim is based on: (i) any combination of the Indemnifying Party's technology, products, or services with technology, products or services not provided by the Indemnifying Party; (ii) use of Indemnifying Party's technology, products or services for a purpose or in a manner for which the technology, products or services were not designed; (iii) any modification to Indemnifying Party's technology, products or services made without Indemnifying Party's express written approval, (v) any modifications made to the technology, products or services by Indemnifying Party pursuant to the Indemnified Party's specific instructions, or (vii) any intellectual property right owned or licensed by the Indemnified Party.

5.4 THIS SECTION 5 STATES AN INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNIFYING PARTY'S ENTIRE LIABILITY FOR ALL THIRD-PARTY CLAIMS.

6. Limitation of Liability

6.1 NETHER PARTY SHALL BE LIABLE FOR: (A) ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, LOSS OF USE, DATA, BUSINESS, OR PROFITS),

Term only for University'sUse for the express purpose of providing the Course to Students in connection with Program.For clarity, University may not Use the Software for its own internal use.

3.2 *Restrictions.*The Software is licensed, not sold. Title to the Software and all associated intellectual property rights are retained by AAI and/or its suppliers. All rights in the Software not expressly granted hereunder are reserved.University shall not modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise reduce the Software to human readable form. Universityshall not remove any copyright or other proprietary notices contained in the Software.University shall not cause or permit: (a) competitive analysis, benchmarking, or the Use, evaluation or viewing of the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, that performs functions similar to the functions performed by the Software; or (b) any of the following: (i) copying (except as set forth herein), (ii) sublicensing, or (iii) providing access or other dissemination of the Software, in whole or in part, to any third party. No right, title or interest in or to any AAI trademark, service mark, trade name, or logo of AAI or its licensors in granted under this Agreement.

3.3 *Warranty Disclaimer.* AAI DISCLAIMS ALL WARRANTIES AS TO ANY MATTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE SOFTWAREIS PROVIDED "AS IS". TO THE EXTENT THE LAWS OF UNIVERSITY'S JURISDICTION DO NOT PERMIT SUCH DISCLAIMER WITH RESPECT TO THE SOFTWARE AS LICENSED HEREUNDER, AAI PROVIDES ONLY THE MINIMUM LAWFUL WARRANTY BEYOND THAT WARRANTY EXPRESSLY MADE ABOVE AND DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. Confidentiality

4.1 *Confidential Information.* "Confidential Information" means with respect to AAI information, the Documentation, Software, any results of any testing or analysis of the Software or Documentation by any party and any Feedback regarding the Course, and with respect to any party's information, all information that: (a) is marked as confidential or proprietary; (b) is disclosed verbally and identified as confidential or proprietary at the time of disclosure; or (c) by its nature is normally and reasonably considered confidential.

4.2 *Non-Disclosure and Restrictions on Use.*As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to Confidential Information of the other party. The receiving party: (a) shall hold all Confidential Information in confidence; (b) shall use the Confidential Information only for the purposes expressly permitted herein; (c) shall reproduce the Confidential Information only to the extent necessary for such purpose; (d) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a valid need to know in connection with this Agreement and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (e) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (d) above.

4.3 *Confidentiality Exceptions.*The foregoing confidentiality restrictions shall not apply to Confidential Information that: (a)is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the

REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AGGREGATE DAMAGES IN EXCESS OF US$5000.

6.2   *Limitation of Liability Exclusions.*The limitations of liability set forth in Section 6.1 above do not apply to, and each party accepts liability to the other for: (a) damages related to claims that are the subject of indemnification under this Agreement, (b) claims based on either party's intentionalbreach of its obligations set forth in Section 4 (Confidentiality), and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

7.   **Term and Termination.**

7.1   *AgreementTerm.* This Agreement is effective as of the Effective Datefor ==a three (3) year== period thereafter ("Term"). For clarity, the license granted to University in Section 3 will terminate immediately upon termination or expiration of the Term.Prior to the expiration of the Term, the parties may amend this Agreement to extend its term.

7.2   *Termination.*Notwithstanding the foregoing, this Agreement may be terminated (a) by AAI for any reason upon sixty (60) days' notice to University, and (b) any party immediately upon written notice if another partymaterially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice.

7.3   *Effect of Termination.*Upon the effective date of termination of this Agreement: (a) University's license to the Software ceases, and University shall immediately remove all copies of the Softwarefrom all systems owned or controlled by University. Each party will securely destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement.

8.   **General.**

8.1   *Export.*University agrees not to export, or allow the export or re-export of any Software, or of information regarding any Software in violation of any export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

8.2   *Business Practices.*University will: (a) conduct its business (including, without limitation, performance of its obligations under this Agreement) in a manner that reflects favorably on the goodwill and reputation of AAI; and (b) avoid deceptive, misleading or unethical practices detrimental to AAI, it Software and services offerings, or the public, including, without limitation, by refraining from making any representations or warranties to any third party with respect to the features or capabilities of any AAI courses or training certifications, AAI products or services, that are inconsistent with the literature and documentation distributed by AAI.

8.3   *Anti-Corruption.*The parties each represent and warrant that neither it, nor any of its subsidiaries, nor any of their respective directors, officers, employees or agents have taken any action, directly or indirectly, that would constitute a violation, or implicate AAI in a violation, of any law of any jurisdiction in which it performs business, or of the United States of America, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), and where applicable, any anti-bribery/corruption legislation ("Anti-Bribery Act") enacted by countries in which it is incorporated as an entity, including, but not limited to, the country or countries in which it is to perform under this Agreement (collectively, "Anti-corruption Laws"). University, and, to its knowledge, its affiliates have conducted their businesses in compliance with such Anti-corruption

Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

8.4 *Third-Party Software.* The Software contains and is distributed with open source software that is covered by a different license, and AAI's obligations set forth in this Agreement do not extend to any such open source software.. University agrees that all such open source software shall be and shall remain subject to the terms and conditions under which it is provided.

8.5 *Governing Law and Jurisdiction.* This Agreement and all matters relating to this Agreementshall be governed by, and construed in accordance with the following laws:

1. If University is located outside of the United States, then any dispute arising out or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

2. If University is located within the United States, then the governing law of this Agreement shall be the substantive law of California. Jurisdiction shall be of the State of California (without giving effect to the choice of law principles thereof). Any action based on or arising out of this Agreement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in Santa Clara County.

The parties hereby expressly and irrevocably submits to the jurisdiction of the above-referenced courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

8.6 *Injunctive Relief.* The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to proveeither actual damages or that damages would be an inadequate remedy.

8.7 *Force Majeure.* A party is not liable under any Agreement for non-performance (other than failure to pay) caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

8.8 *Parties' Relationship.* The parties agree that this Agreement is non-exclusive, and no party will be prevented from entering into similar arrangements with other third parties. The parties are independent contractors of each other in the performance of the obligations of this Agreement. Notwithstanding the identification of "Partner" in this Agreement, neither party will be considered the legal partner of the other party in any respect, and nothing in this Agreement or in the performance hereof will create or imply any joint venture, franchisee-franchisor relationship, or principal-agent relationship between the parties. No party will have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

8.9 *Binding Nature; Assignment.* This Agreement shall be binding on the respective parties thereto and their respective permitted successors and assigns; provided, however, that University shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a thirdparty without the prior written consent of AAI; any otherattempted assignment shall be void.

8.10 *Notices.* Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notice required by this Agreement shall be made in writing and given by (a) personal delivery, (b) prepaid, first class, certified mail, return receipt requested, (c) email (with a duplicate notice sent promptly by one of the other methods in this Section), or (d) courier service of recognized standing (with confirmation of receipt); in any case to the receiving party, "Attention: Legal" at its address set forth in the heading to this Agreement, or to a different address of which the addressee party has notified the other in accordance with this Section. Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.

8.11 *Headings.* Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

8.12 *Survival; Interpretation; Severability.* All provisions which are intended by their nature to survive, shall survive such performance, or the expiration or termination of this Agreement, including without limitation those relating to limitation of liability, and infringement indemnity. Each provision of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*) or otherwise, notwithstanding the failure of the essential purpose of any remedy. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement, unless such omission would frustrate the intent of the parties, in which case this Agreement may be reformed to give effect to the other provisions hereof.

8.13 *Entire Agreement; Modification and Wavier.* This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and no other terms or conditions set forth in any other document provided by University shall be part of any this Agreement unless specifically accepted by AAI in writing. No modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Dat

AUTOMATION ANYWHERE, INC. _____

By: _____
Name: _____
Title: _____
Date: _____

ADICHUNCHANAGIRI UNIVERSITY. _____

By: ~~~~~~~~~~
Name: Dr B K. Narendra
Title: Principal . BGSIT
Date: 13-06-2019

By: _____
Name: Dr. C.K. SUBBARAYA
Title: Registrar - ACU
Date: 13-06-2019

Dr. B.K.NARENDRA
Principal   ME,Phd
B.G.S. Institute of Technology
B.G.Nagar-571448
Nagamangala Tq, Mandya Dist.

Dr. C.K. Subbaraya
Registrar
Adichunchanagiri University
BG Nagara

END OF DOCUMENT