

MEMORANDUM OF UNDERSTANDING

This Agreement is signed and effective as of 09th NOV 2017

BETWEEN

“Hebeon Technologies” located at Plot No: 196, Beside Kidzee School, Prashant Hills, Gachibowli, Hyderabad, Telangana – 500 032. Herein after referred to as “Hebeon” or the “Company”, which expression shall, unless be repugnant to the context and meaning here of means and includes its successors, assigns and such other subsidiaries, affiliates or entities controlled by Hebeon.

AND

“CMR College Of Engineering & Technology” located at Kandlakoya Village, Medchal Road, Hyderabad, Telangana 501401. Herein after referred to as “Customer”, which expression shall, unless be repugnant to the context and meaning here of means and include its successors and permitted assigns and such other subsidiaries, affiliates, or entities controlled by CMR College Of Engineering & Technology.

Whereas for convenience the individual party be known by its abbreviated name and jointly as ‘Parties’. Both parties agree that they can supplement each other’s strength. The first and second parties have mutually agreed to work together at the following terms and conditions:

1. Agreement Term:

This AGREEMENT will come into effect on the date of signature and will remain in force for one-year (12- months) .This agreement shall automatically renew each subsequent year for an additional one-year (12- months) term on mutually agreed terms and conditions unless it is terminated in accordance with this agreement terms.

2. Scope of Service:

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| Software Products | <p>This agreement covers rights for standard usage licenses to the Hebeon products listed in this section. Products may cease to exist, new products may be introduced and the functionality of the products may be changed by Hebeon with prior notice to the terms agreed in this agreement.</p> <ul style="list-style-type: none"> • Programming Work Bench (referred to as PWB) • Multiple Choice Question Exams (referred to as MCQ) • Code Contest (referred to as CC) |
| Training and Consulting Services | <p>None at this moment. Will be handled through Purchase Order (PO) or Statement of work (SOW) on-demand basis. Conditions in this agreement are applicable for any additional services provided – unless a new document supersedes these.</p> |

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| Monthly/Quarterly value-added Services | <ol style="list-style-type: none"> 1) Assistance with job connects: Hebeon will make all possible attempts in good faith and aggregate job postings/referrals that will allow students to apply and get employed. Customer permits Company to share students data with Potential Employers. 2) Monthly/weekly reporting and progress sheets: Hebeon's Customer Service Manager will provide a monthly/weekly report showing the student's grouping and progress. 3) Technical and Non-Technical Evaluations: To identify core skills, successful skills assessment – Hebeon requires to conduct regular exams to compare against students baseline. As part of this agreement we expect college to allocate the time as a continuous effort by adding to the college/ class time table. 4) Online / Offline Classes: To encourage student's technical growth and confidence, Hebeon will be delivering the trainings through its faculty. College is expected to make this as a part of student's schedule and encourage them to attend and complete these trainings. <p>Note: Any expenses related to training should be borne by the customer.</p> |
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1. **Infrastructure Requirements:** Customer is responsible for providing required infrastructure to run programming work bench. However, If needed Hebeon can engage third-party cloud infrastructure at additional charges prevailing as on the date of agreement. The requirements might change as we release new features to the software. It is suggested to check with Hebeon field enabled team (clientsupport@hebeon.com) for the exact requirements.
2. **Hardware Requirements:** Customer need to request for the hardware setup requirements in the college premises, including seating capacity, OS, RAM, Hard disk, LAN, Server configuration and other Software/Hardware to support the application.
3. **Amendments:** Either party may request any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
4. **Payment, Delivery & Cancellation:**
 - a) Fee once paid are non-refundable. Payment to Hebeon is due when order is submitted.
 - b) Upon receipt of payment, Hebeon will deliver the applicable software license key, hosted services login information or other information that is necessary for end users to use or access the applicable products.
 - c) Payments made by customer under this Agreement excludes all taxes payable. If any such taxes or duties are payable by Hebeon then the amount of such taxes are to be paid by the customer to Hebeon.

Note: Exact sale and renewal amount will be shared through a Quote > Purchase Order(PO) > Invoice.

d) Customers are solely responsible for properly cancelling their customer's accounts. An email or phone request to Hebeon support is mandatory to cancel the service. Hebeon support can be reached at support@hebeon.com. If the customers cancel the service before the end of current paid up term, the cancellation will take effect by the end of current paid term and no refund will be entertained.

5. **General Product /Service Terms:** General Terms and Conditions published on hebeon.com, form an integral part of this Customer Agreement.

6. **Severability:** Any portion of this MOU be judicially determined to be illegal or unenforceable, the remaining portion of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

7. **Support Levels:**

| | Service Levels for email/ Chat/ Phone Support | |
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| | Normal and Low Severity Tickets. | Tickets with Very High Priority (Production Service Interruption) |
| FirstResponse | 12 hours on Business Day 24 Hours on Holidays | 8 hours on Business Day 12 Hours on Holidays |
| Resolution | Depending on the Problem | Priority Resolution – Exact times might vary |

8. **Courses offered to students:**

| Academic Year | Courses Offered | Course Add-ons |
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| 1 st Year | Common Courses | Additional courses will be offered once students complete all the courses given in their curriculum based on their choice of interest. |
| 2 nd Year | Common Courses+JAVA | |
| 3 rd Year & 4 th Year | Common Courses+JAVA, DBMS(MySQL, Oracle, MS SQL Server), UI/UX, PHP/.NET/Python. | |
| Common Courses: C ,DS and DBMS | | |

9. **Student Orientation Program:** The program will be organized by Hebeon team with a request raised by students. The main purpose of this program includes the following things:
- Build confidence to take challenges in technical languages by using our tools.
 - Motivating them towards campus placements.
 - To bridge the gap between students and the corporate.
10. **Faculty Training Program:** The training program for faculty will be held by Hebeon team and the purpose of the training includes the following:
- To check the student performances by getting the reports of tasks/assignments given to them.
 - How our Programming Work Bench will help students to get out of the programming fear?
 - How to give assignments/How assessment will be done for each student?
11. **Liability and limitation of liability:** Hebeon shall not be liable for any indirect or consequential damage (including, but not limited to, loss of anticipated profit, goodwill, data or damage to the Customer's or any end user's records, loss as a consequence of any other kind of business interruption) arising out of the use of the covered products or any inadequate/ faulty performance. However Company will replace this soft resources of the Company in the local server. Accordingly, no claims for damages can be raised by any reason.
12. **Dispute Resolution :** Procedures under the Indian Arbitration act shall be applied for any unresolved disputes between parties where an arbitrator shall be appointed by mutual consent of the parties and Hyderabad shall be the place for the arbitration and the High Court of Telangana shall be the court.
13. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

On behalf of Disclosing Party (Hebeon):

Date:

Name:

Title:

Signature: For Hebeon Technologies



Partner

On behalf of Receiving Party (CMR College Of Engineering & Technology):

Date:

Name:

Title:

Signature:



PRINCIPAL

CMR College of Engineering & Technology
 Kandlakoya (V), Medchal Road,
 Hyderabad-501 401.



MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into by and between Hebeon Technologies, located at Plot No: 196, Beside Kidzee School, Prashant Hills, Gachibowli, Hyderabad, Telangana – 500 032- India, ("Disclosing Party") and CMR College Of Engineering & Technology located at Kandlakoya Village, Medchal Road, Hyderabad, Telangana 501401- India ("Receiving Party") for the purpose of preventing the unauthorized disclosure of confidential information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information"). This Agreement covers associate offices of both the parties world-wide.

WHEREAS Disclosing Party and the Receiving Party (the "Parties") have an interest in participating discussions wherein either party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the parties agree that confidential information of a party might include, but not be limited to that party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information; NOW, THEREFORE, the parties agree as follows:

Either party may disclose confidential information to the other party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

When informed of the proprietary and confidential nature of confidential information that has been disclosed by the other party, the receiving party ("Recipient") shall, for a period of five (5) years from the date of disclosure, refrain from disclosing such confidential information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The recipient shall ensure that each of its employees, officers, directors, or agents who has access to confidential information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of confidential information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such confidential information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said confidential information.

All confidential information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such confidential information on the other party. The recipient shall honor any request from the disclosing party to promptly return or destroy all copies of confidential information disclosed under this Agreement and all notes related to such confidential information. The Parties agree that the disclosing Party will suffer irreparable injury if its confidential information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

The terms of this Agreement shall not be construed to limit either party's right to develop independently or acquire products without use of the other Party's confidential information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the confidential information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

Notwithstanding the above, the parties agree that information shall not be deemed confidential information and the recipient shall have no obligation to hold in confidence such information, where such information:

- Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
- Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- Is independently developed by the Recipient without reference to any Confidential information disclosed hereunder; or
- Is approved for release (and only to the extent so approved) by the disclosing Party; or
- Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
- Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
- Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

This Agreement contains the entire Agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other Agreement.

This Agreement shall remain in effect for a period of five (5) years from the effective date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect confidential information disclosed under this Agreement shall survive termination of this Agreement.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

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| <p>On behalf of Disclosing Party (Hebeon Technologies):</p> <p>Date:</p> <p>Name:</p> <p>Title:</p> <p>Signature: <i>For Hebeon Technologies</i></p> | <p>On behalf of Receiving Party (CMR College Of Engineering & Technology):</p> <p>Date:</p> <p>Name:</p> <p>Title:</p> <p>Signature: <i>PRINCIPAL</i></p> |
| <p>Partner</p> | <p>CMR College of Engineering & Technology Kandlakoya (V), Medchal Road, Hyderabad-501 401.</p> |

