

TECHNICAL HUB PEGA Training Agreement

This agreement to provide training services is made and entered into on the date of countersignature by and between:

Aditya Engineering College, ADB Road, Aditya Nagar Surampalem which shall here by be referred to as "AEC"

and

Technical Hub Private Limited with its registered office at D No.86-4-12/3, G V S Apparao Street, Tilak Road, VL Puram Rajahmundry East Godavari, Andhra Pradesh- 5331 01, India (hereinafter referred to as "Technical Hub" and which shall include its successors and permitted assigns) on behalf of itself and its Affiliates.

This Memorandum of Understanding (MOU) sets for the terms and understanding between AEC and the Technical Hub to provide training and certification related services.

Upon signing this MOU, AEC and Technical Hub shall work together for services which are more fully described below, the Parties hereby agree to the Terms and Conditions as follows:

TERMS AND CONDITIONS:

1. References.

"We," "us," and "ours" refer to Technical Hub. "You" and "your" refers to AEC.

2. Breach and termination.

If either Party breaches the Agreement and does not cure the breach within 30 days after the other Party sends the Party in breach a written notice of such breach, or if the breach cannot be cured, the other Party may terminate the Agreement by written notice to such Party. Upon termination of the Agreement due to uncured breach of the Technical Hub shall have no further liability or obligation to the AEC. In any case each Party will be entitled to terminate the Agreement with immediate effect if the other Party breaches obligations of Confidentiality and/or Ethics and Compliance. Parties agree that they will notify the other Party in writing if it believes the other Party has breached the Agreement and the Party in breach shall have 10 business days following receipt of notice to cure such breach, Neither Party shall exercise any right to suspend or terminate the Agreement or any product or services provided under the Agreement or make any claim to damages unless the other Party fails to cure the breach within such ten (10) business day period.

3. Representations and Liabilities -

Technical Hub hereby represents and warrants that

- (i) The training provided to the trainees of AEC is strictly for educational purposes only and we shall not be held responsible for any mishaps during or after the completion of the training.
- (ii) The training will be delivered by skilled and certified individuals and under

no circumstances we will be held responsible if the trainee attending the session is unable to keep up to our phase.

(iii) We will deploy reasonable security measures and comply with all the applicable data protection laws with respect to any personal data shared by AEC with Technical Hub.

4. Ethics and Compliance

Each Party warrants and represents that it complies with, and it has introduced respective policies ensuring compliance with regulations and standards required from it as a professional provider of services or products, including but not limited to labor, anti-money laundering, prevention of financing terrorism and anti-bribery and fraud prevention regulations. The other Party will not be under any circumstances responsible for any legal consequences of noncompliance or lack of due diligence during the execution of the Agreement.

5. Eligible workforce

Each Party will ensure that individuals it uses when executing the Agreement are eligible and competent, and all statutory obligations are taken into consideration before hiring. Each Party will respond to the other Party's reasonable request regarding the change of personnel assigned by it to execute the Agreement.

6. Deliverables and Responsibilities

(i) Our trainings will be delivered by trained professionals in a phased manner for 3 hours a day. AEC is responsible to ensure that all trainees attend these sessions without any hurdles.

(ii) AEC is required to bear the hosting and maintenance charges for the software deployed during the training

(iii) AEC to provide adequate infrastructure to ensure smooth delivery of the training. This includes but is not limited to internet, projectors, seating arrangements, projectors, and mics.

(iv) AEC is required to allow all trainees to attend placement drives whenever one is held.

7. Indemnification.

Each Party shall indemnify, defend and hold harmless the other from and against any third-party claims, including all related liabilities, losses, damages and expenses (including reasonable attorneys' fees) to the extent arising from the indemnifying parties (i) gross negligence or willful misconduct in connection with the Agreement, (ii) violation of applicable law or regulation in connection with the Agreement, and (iii) other breach of the Agreement. This indemnification provision is solely for the benefit of the Parties and is not intended to create any rights in any other Party. Neither Party shall have indemnification obligation(s) other than as set forth in this paragraph.

8. Ownership and License of Materials.

(a) Ownership. Pegasystems retains ownership of all right, title and interest in and to the Pega Academy Courses, including the materials and curriculum, and all intellectual property rights therein, and all modifications, improvements, enhancements, translations and derivative works thereto, regardless of creator.

9. Confidential Information. Means all non-public information provided by or on behalf of a Party to the other Party unique to disclosing party's business. For the avoidance of doubt, Confidential Information also includes any information that is protected as confidential by applicable law. Each Party agrees to receive and hold any Confidential Information in confidence and agrees:
- (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
 - (ii) not to reveal, report, publish, disclose or otherwise use any Confidential Information except as specifically authorized by the Party that has disclosed the Confidential Information;
 - (iii) not to use any Confidential Information except as set forth in this Agreement;
 - (iv) not to use any Confidential Information to unfairly compete or to obtain advantage in any commercial activity;
 - (v) to restrict access to Confidential Information to those of its officers, directors and employees who have a need to know, have been advised of the Confidential nature of the Confidential Information, and who are under obligations of confidentiality; and
 - (v) to follow the other Party's on-site security procedures.

Proposed Delivery Schedule

1. Technical hub will deliver the training to the students of Aditya Engineering College, ADB Road, Aditya Nagar, Surampalem-533437, Andhra Pradesh, in the manner specified as per details below:

The process to identify students eligible to enroll for the program is as under:

- a. Identify and sign up with interested & eligible students
- b. Technical Hub team with support from Pega UAP team shall demonstrate power of Pega platform to the prospective students in the colleges signed up with required visibility about the Pega IJAP program
- c. Technical Hub will conduct a third-party assessment for interested students of CSE, IT, ECE streams, EEE, Computer Science and Design, Data Scientist Computer Science and AI and other Computer Science branches as approved by AICTE.
- d. Students achieving the mutually decided cut off in the assessment will be eligible to enroll for the program.
- e. Technical Hub will enroll top eligible students.
- f. Technical Hub will take the enrolled students through a pre-course prior to the start of Pega IJAP course curriculum

Proposed schedule for the 2023 training along with the coverage thereof is as under:

Tech Course 1: PCSA 2022 (Feb 2023 to July 2023)

- a. Tech course 1 shall be conducted during the period February 2023 to July 2023
- b. Make the students develop multiple mini assignments and present it to Pegasystems
- c. Conduct PCSA certification assessment in June/July 2023
- d. Conduct Bootcamp post PCSA exam

- e. Students who successfully clear the PCSA assessment will be eligible to access Pega UAP Campus hiring. Technical Hub shall drive the placements activities with support from Pega UAP team
- f. Technical Hub will aim to achieve maximum up to 90% Pega placement offers during July 2023 to March 2024 subject to the fulfillment of partners visit for hiring based on the agreed demand and also availability of students to be hired.
- g. All the formats and framework designed for the Pega UAP should be kept confidential and shall not be used for purposes other than Pega UAP program, without prior written confirmation from Pega

Tech Course 2: PCSSA 2023 (September 2023 to December 2023)

- a. Tech Course 2 shall be conducted during the period September 2023 to December 2023
- b. Conduct PCSSA (Latest version available at that time) certification assessment in January 2024.
- c. Prior to PCSSA certification, a one-day Scrum Session and a real time project for 4 to 5 weeks shall be conducted.
- d. On successful completion of SCRUM and real time project work, student would be allowed to write the PCSSA 8.x certification
- e. The Certification would be conducted through Pearson Anywhere proctored exam or on-Vue proctored mode. This depends on the pandemic situation and guidelines provided by Central and State government.
- f. Successful Completion of Pega UAP Program (Tech Course 1, Mini Assignment, Tech course 2 and Project) is mandatory to join the respective companies in Pega ecosystem through the program.

Proposed training plan shall commence as follows:

- a. Pega-approved instructors of Technical Hub will deliver the program.
- b. 1.5 full time instructor should be utilized to deliver the curriculum for each 100 students enrolled to the program
- c. Students will be given access to our Learning Management Systems (LMS) to enable 24x7 learning and revision. Recorded videos will be made available through LMS platform until the end of this agreement.
- d. In addition to the recorded videos, students will also be provided with student guides, exercise guides and any other material as necessary from time to time through the LMS platform
- e. For the student lab exercises, Technical will provide labs through Pega's resources will enable the AMI image of TC I & TC II VM installation on AWS accounts purchased by AEC.
- f. 24x7 learning shall be open through Pega Academy and personal assistance shall be provided for practical learning.
- g. Our team will regularly review monthly internal assessments in proctored mode and weekend assessment on Aptitude, English and Reasoning skills conducted through the LMS portal.
- h. Proctored final assessment shall be conducted by proctors from Pegasystems for each certification being PCSA in June/July 2023 and PCSSA in January 2024.

Certification Target

Technical Hub shall work diligently to achieve 90% certification for both PCSA and PCSSA for the training program.

Campus Hiring 2023

- a. Students who have successfully cleared the PCSA assessment will be eligible to access Pega exclusive campus hiring.
- b. Campus placement will be facilitated through exclusive drives for our trainees.
- c. Technical Hub aims to achieve a minimum of 90% unique Pega placement offers during July 2023 to March 2024 subject to the fulfillment of partner visits for hiring based on the agreed demand and also the availability of students to be hired.

Validity

This agreement is valid from the day it is signed until the 31st of December 2023. Upon expiry of this agreement a new agreement shall be forwarded based on both parties willingness to continue with the program.

Both the parties mentioned below hereby agree to all the terms mentioned in this agreement.

Technical Hub Private Limited

Name: Neelam V S Murthy (Babji)

Title: CEO

Date: 2nd February 2023



Aditya Engineering College

Name: Dr. M Sreenivasa Reddy

Title: Principal

Date: 2nd February 2023