

MICROSOFT INNOVATION CENTER COLLABORATION AGREEMENT

This Microsoft Innovation Center Collaboration Agreement (the "**Agreement**") by and between CMR College of Engineering And Technology located at Kandlakoya(V), Medchal, Hyderabad ("Organization") and **Microsoft Operations Pte Ltd, Singapore a company incorporated under the laws of Singapore** ("**Microsoft**"), having its principal place of business at 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore 119968 is entered into as of [July 1, 2012] ("**Effective Date**").

RECITALS

- A. Organization is engaged in running a professional higher educational institute(s) imparting higher technical education and offering graduate and post-graduate programs.
- B. Microsoft wishes to collaborate with Organization by facilitating the setup of a Microsoft Innovation Center facility in CRM College of Engineering And Technology, Andhra Pradesh, INDIA (the "**MIC**"). The parties agree as follows:

AGREEMENT

1. **Responsibilities of Microsoft.** Subject to the terms of this Agreement, Microsoft shall supply the MIC with promotional material, educational content and other materials as described in Exhibit A. Other than the support activities detailed in the Exhibit-A, Microsoft shall not fund, provide hardware or other third party software to the Organization for the purpose of MIC.
2. **Responsibilities of Organization.** In consideration of Microsoft's obligations under this Agreement, Organization shall perform the activities as described in Exhibit B hereto.
3. **Use of Microsoft Software.** Organization may use Microsoft Software ("Software") that is made available under various programs, subject to such end user agreements, restrictions therein. Any Software made available in the MIC by Microsoft, its affiliates may be used by Organization by personnel and third parties engaged in the MIC subject to the terms of the relevant end user license agreement accompanying such Software or otherwise provided by Microsoft, or its affiliates, except that (a) such use rights are not transferable; (b) the Organization can make multiple copies of a software program solely for use in the MIC; and (c) any use rights terminate upon termination or expiration of this Agreement.
4. **Microsoft Trademark License Grant and Restrictions.**
 - (a) Microsoft grants to Organization a non-exclusive, non-transferable, royalty-free license to use the Microsoft trademark solely as part of the Microsoft Innovation Center name in its entirety and the Microsoft corporate logo as part of the Microsoft Innovation Center Logo lock up ("**MICMarks**") as shown in Exhibit D hereto only during the term of this Agreement and in the territory of the MIC that meets (i) all terms of this trademark license and Agreement, (ii) meets or exceeds standards of quality and performance of similar facilities generally