

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made and entered into this **1-Aug-2018** ("Effective Date") between **Suntek Corp Solutions Pvt.Ltd**, Address: 2nd Floor, Dega Towers, Raj Bhavan Road, Somajiguda, Hyderabad, Telangana, India ("**Suntek**") and **CMR Technical Campus**, Village Kandlakoya, Medchal, Hyderabad, Telangana 501401 ("**Client**"). Suntek and Client are also referred to as "party" and collectively as the "parties". Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows for a period of three years:

1. **APPROVED CLIENT.** Upon execution of this Agreement and compliance with its terms, Suntek agrees that Client shall be added to its approved Client List.
2. **SERVICE AGREEMENT.** If at any time during the term of this Agreement, Client either through one or more written service agreement requests Suntek to perform services, and Suntek agrees to perform those services, each such request regardless of form shall be deemed a "**Service Agreement**" governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Service Agreement that are contrary to any term of this Agreement shall be void, unless Suntek and Client have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.
3. **SERVICES**
 - a. Upon receipt of a mutually agreeable Service Agreement, Suntek shall begin furnishing the services as per Service Agreement, according to the specifications and requirements of this Agreement and the Service Agreement in specific towards skill enhancement to the Students of Client in employability, IT programming and Core engineering domains.
 - b. All services rendered by Suntek hereunder shall be performed in accordance with industry standards as applicable to the region or area where the service is to be performed.

FACILITIES

4.

a. All materials, equipment or services furnished by Client in the performance of services by Suntek hereunder shall be free from defects. Any of the materials, equipment, or services found to be materially defective shall be at Client sole discretion, either to be removed, replaced or corrected by Client without additional cost to Suntek. Suntek shall not be liable for claims arising from or relating to latent or unknown defects.

b. Client shall maintain its equipment in operating condition at all times and shall use commercially reasonable means to control and prevent fires and blowouts, protect the hole, and prevent damage to Suntek equipment.

INVOICING; PAYMENT.

5.

Upon receipt of an invoice from Suntek, Client shall pay Suntek for those services, furnished by Suntek at the rates specified in the applicable Service Agreement as per part 2 of this agreement. Client shall be paying the agree cost for the services as per service agreement, 50% before the commencement of the said service and the rest after the completion as per the applicable service agreement.

The payment should be done either through Cheque or Online Transfer only.

If Suntek has not received payment of the invoiced amount as per applicable service agreement timelines from the date of the invoice, Suntek shall be entitled to claim and pursue all available legal and equitable remedies against Client to recover the invoiced amounts (except amounts in dispute), and shall be entitled to recover from Client all invoiced amounts not in dispute, plus Suntek's collection and litigation costs (including attorney fees), plus interest on all amounts owed at the highest rate allowed by law.

6.

INDEPENDENT. Suntek shall be deemed an independent with respect to any and all services performed under this Agreement and any Service Agreement. It is the express understanding and intention of the parties that no relationship of master and servant or principal and agent shall exist between Client and the employees, consultants, or representatives of Suntek or between the Suntek and the employees or representatives of Client, by virtue of this Agreement.

7. **INGRESS AND EGRESS.** Client shall secure for Suntek rights of ingress and egress to the tract of land on which the services to be performed is located. Client shall advise Suntek of any limitations or restrictions to ingress and egress, and Client, its employees or representatives, shall abide by such limitations and restrictions. Should Suntek be denied access to the location for any reason not within the reasonable control of Suntek, Client shall compensate Suntek for time lost by such denial, in accordance with Service Agreement Rate Schedule.
8. **COMPLIANCE WITH LAWS.** Client and Suntek each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of Service as per Service Agreement. If either party is required to pay any fine or penalty resulting from the other party's violation of such laws, rules or regulations, the party who committed the direct violation shall immediately reimburse the other for any such payment.
9. **FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither Client nor Suntek shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither Client nor Suntek shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.
10. **INTELLECTUAL PROPERTY.** Suntek retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Suntek's Services required under this Agreement or Specific Service Agreement. Client acquires no right or interest in any such intellectual property, by virtue of this Agreement or the service performed under Specific Service Agreement.
11. **TAXES AND CLAIMS.**
 - a. Suntek agrees to pay all taxes, licenses, and fees levied or assessed on Suntek incident to the performance of this Agreement by any governmental agency that are applicable.

- b. Client agrees to pay all taxes, licenses, and fees levied or assessed on Client incident to the performance of this Agreement by any governmental agency that are applicable.
- c. Before payments are made by Client to Suntek, Client may require Suntek to furnish proof that there are no unsatisfied claims for Employees, or for injuries to persons or property not covered by insurance.

12. INDEMNITY

- a. Suntek agrees to protect, defend, indemnify and hold harmless Client, its officers, directors, employees or their invitees, and any servicing interest owner or non Client for whom Client is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Suntek's or its representatives performance or non performance of this Agreement or Specific Service Agreement, except for such as may be caused by the negligence of Client, its agents or employees.
- b. Client agrees to protect, defend, indemnify and hold harmless Suntek, its officers, directors, employees or their invitees, and any servicing interest owner or non Client for whom Suntek is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Client's or its representatives performance or non performance of this Master Service Agreement, except for such as may be caused by the negligence of Suntek, its consultants or employees.
- c. Client and Suntek each waive any right to special, indirect and consequential damages against the other party hereto.
- d. Both the parties should not engage with their respective employees, consultants or any other representatives for services apart from those conducted by Suntek as per the Agreement or Service Agreement. Either party can't get associated with their respective employees, consultants or any other representatives for 5 years after the completion of the Master Service Agreement period or any Work order associated with the Master Service Agreement.

13. **RECORD RETENTION.** Suntek agrees to maintain its books and records reasonably relating to the service performed and invoices issued pursuant to this Agreement for a period of two (2) years following the end of the calendar year in which the service was performed, and during that time, to make such books and records available to Client and its auditors upon their request, during Suntek's regular office hours, provided Client has provided Suntek with reasonable notice of its request to review said books and records.
14. **TERMINATION OF SERVICE.** Suntek or Client may, upon ten (10) days advance written notice, in its sole discretion, terminate service covered by any service order issued hereunder. In such event, Suntek shall be paid at the applicable rates stipulated in Suntek's Rate Schedule or Bid or as the parties otherwise agree, for services rendered up to the date of such termination.
15. **TERM; CANCELLATION.** This Agreement shall remain in effect until cancelled by either party hereto by giving the other party ten (10) days written notice. If service then being performed pursuant to this Agreement or any Service Order extends past such ten (10) day period, then the cancellation shall not be effective until that service is completed.
16. **NOTICE.** Unless otherwise specified in this Agreement or any Service Order, any notice required under this Agreement shall be in writing to either party.
17. **CONFIDENTIALITY.** The parties shall hold the terms of this Agreement and any service order issued hereunder confidential, and shall only disclose the same as required by law. Information obtained by either party in the conduct of service under this Agreement, including, but not limited to, depth, preparation of material, videos the results of training, shall be considered confidential and shall not be divulged by either party or its employees, consultant to any person, firm, or corporation other than party's designated representatives.
18. **NO WAIVER.** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
19. **ASSIGNMENT.** Neither party shall assign this Agreement, either in whole or in part, without the express prior written consent of the other party hereto. Any such attempted assignment shall be void.


20. **SEVERABILITY.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.
21. **JURISDICTION; VENUE; WAIVER OF JURY TRIAL.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of Telangana without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to this Agreement shall be filed and maintained in a court of competent jurisdiction in Hyderabad. To the extent allowed by law, the parties each waive their right to a jury trial for any matter arising from or relating to this Agreement.
22. **OTHER CONTRACTS.** Unless the parties have expressly agreed otherwise, this Agreement shall not apply to, and shall not alter, modify or supersede any other written Agreement between the parties, whether such other Agreement was entered into before or after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

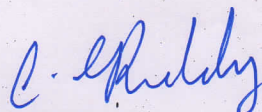
Authorised Signatories

For Suntek Corp Solution Pvt Ltd

<COLLEGE NAME>


(Venkat Kanchanapally)
Designation : CEO

SUNTEK CORP SOLUTIONS PVT. LTD.
Flat No. 204 & 205, Dega Towers, 2nd Floor,
6-3-1085/D/201&202, Rajbhavan Road,
Somajiguda, Hyderabad, Telangana-500082.


(Name of the Representative)
Designation: **GOPAL REDDY**

Chairman
CMR Technical Campus
Kandlakoya (V), Medchal (M&D),
Hyderabad, Telangana-501 401.

Official Seal