

This Non-Disclosure and Confidentiality Agreement executed on this 19th day of Aug 2016 by Avanthi Institute of Engineering & Technology, Makavarapalem, Narsipatnam, and Visakhapatnam District hereinafter called as "AIETM", which expression shall include its successors and assigns.

In favour of **Miracle Software Systems, Visakhapatnam.**

Miracle Software Systems, Inc, founded in 1994, is a Global Systems Integrator specializing in ERP/ BPM (EAI/SOA) / B2B / Digital Experience Technologies and is a Minority Certified Private Business headquartered in Novi, MI – USA. Over the past twenty years, Miracle has helped numerous large and mid-sized businesses transition their IT to a Service Oriented Architecture, with IT Transformation Initiatives, deploying SAP / Oracle ERP Systems. Miracle has a global presence on four continents with multiple Global Development Centers spanning across the USA, Canada and India. Today, Miracle's team includes **2600 IT Professionals** with a projected targeted expansion to 3000 by the end of 2017.

AIETM is involved in academic and research activities, having its educational institute located in Makavarapalem, Narsipatnam.

AIETM is also interested in having exposure of various research activities to its faculty and students and AIETM has offered its services in terms of consultation, laboratory facilities and intellectual inputs. **MIRACLE SOFTWARE SYSTEMS, VISAKHAPATNAM** has agreed to AIETM.

This Non-Disclosure and Confidentiality Agreement (NDCA) is in relation to the proposed interaction between AIETM and **MIRACLE SOFTWARE SYSTEMS, VISAKHAPATNAM** from time to time in various areas to the benefit of both AIETM and **INSPIREEDGE IT SOLUTIONS, VISAKHAPATNAM**. This engagement shall hereinafter called as the "Interaction")

1. DEFINITIONS

"Agreement" means this agreement as amended from time to time;

"Business Day" means any day other than a Saturday, a Sunday or a day which is a public holiday in India;

"Confidential Information" means all information in relation to the Transaction in whatever form that is disclosed by MIRACLE SOFTWARE SYSTEMS, VISAKHAPATNAM to AIETM or vice-versa and; shall include but not be limited to information disclosed orally or in writing or in any other form, tangible or intangible, and whether furnished prior to, on or after the date of this Agreement, that is described as or provided under circumstances that would reasonably indicate that it is confidential, proprietary or a trade secret, including, but not limited to, information relating to MIRACLE SOFTWARE SYSTEMS, VISAKHAPATNAM technology, intellectual property, financial or business plans, affairs, methodologies, financial statements or projections, internal management tools and systems, products and product development plans, released or unreleased hardware or software products, sales and marketing plans and materials, clients, contacts and contracts, all files, books, records, documents, specifications, schematics, employee suggestions, papers, drawings, models, sketches of any kind or description, including electronic data recorded or retrieved by any means now in existence or at any time hereinafter developed. Confidential Information shall also include documents prepared embodying Confidential Information received from the third party and made over to AIETM which is obligated to be treated as confidential.

"Governing Courts" means the courts of India;

"Governing Law" means the laws applicable in India;

"Parties" means the parties to this Agreement and Party means either of the Parties;

"Transaction" means the engagement / transaction described in the agreement; and

Party agrees not to oppose the granting of injunctive relief in favour of the other Party on the grounds of failure to prove actual damage.

6.8 No Implied Relationship. Nothing contained or implied in this Agreement creates a joint venture or partnership between the Parties or makes one Party the agent or legal representative of the other Party for any purpose.

6.9 Counterparts. This Agreement may be executed in separate counterparts (and signature pages may be delivered by facsimile) all of which together evidence the same agreement.

6.10 Rights of Third Parties. A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

6.11 Governing Law. This Agreement is governed by the Governing Law of India and each of the Parties submits to the non-exclusive jurisdiction of the Governing Courts at Hyderabad, India over any claim arising under or in connection with this Agreement.

Signed for and on behalf of AIETM

Signature:

(Authorised Signatory 1)

Name:

Dr.C.P.V. Mohan rao

Principal
Avanthi Institute of Engg. & Technology
Tamaram, Makevarapalem Md.,
Visakhapatnam District

Signed for and on behalf MIRACLE SOFTWARE SYSTEMS, VISAKHAPATNAM:

Signature:

(Authorised Signatory 1)

Name:

Mr.Y.Ravi

Vice president (HR)