



सत्यमेव जयते

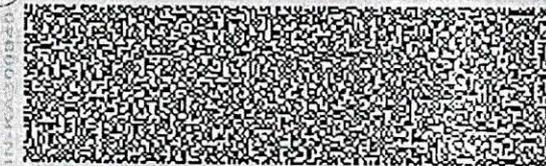
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA30094014738433X
Certificate Issued Date : 22-Jan-2025 03:07 PM
Account Reference : NONACC (FI)/ kakscca08/ INDIRA NAGAR4/ KA-SV
Unique Doc. Reference : SUBIN-KAKAKSCSA0895012547565543X
Purchased by : BYTEXL TECHED PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : GENERAL AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BYTEXL TECHED PRIVATE LIMITED
Second Party : SGT UNIVERSITY
Stamp Duty Paid By : BYTEXL TECHED PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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IX

Registrar
SGT University
Budhert, Gurugram

Statutory Alert:

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सत्यमेव जयते

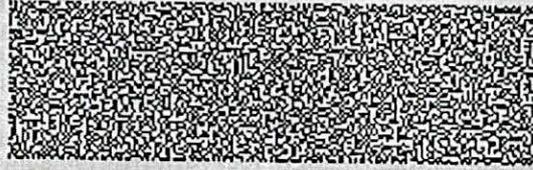
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(Handwritten signature)

Registrar
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Budhena, Gurugram

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3. In case of any discrepancy please inform the Competent Authority.

SERVICE AGREEMENT

This Services Agreement (the "**Agreement**") is executed at ByteXL Teched Private Ltd, Samrah Plaza, St Marks Road, Bangalore 560001, on **22th Jan, 2025** and shall be effective from **22th April, 2025**.

BY AND BETWEEN

ByteXL TechED Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at Samrah Plaza, St Marks Road, Bangalore 560001 (hereinafter referred to as "**ByteXL**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the first part.

AND

SGT University, a private university established under the provisions of the under Haryana Universities Act 2006 having its principal campus at Budhera, Gurugram-Badli Road, Gurugram- 122505, Haryana, India (hereinafter referred to as "**Customer/SGT**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the second part.

The Customer and ByteXL shall individually be referred to as "**Party**" and collectively as "**Parties**", as the context may require.

WHEREAS:

- A. ByteXL is engaged in the business of providing a platform and services as an educational technology startup on a B2B (business to business) basis primarily to higher educational institutions, and other commercial organizations, to improve the employability of engineering students and working professionals, by upskilling them in information technology skills.
- B. The Customer is engaged in the occupation of imparting education across various fields and disciplines including engineering.
- C. The Customer is desirous of availing certain services from ByteXL and ByteXL has represented to the Customer that it has requisite skills, know-how, industry expertise, knowledge, infrastructure and resources for rendering the Services (*as defined hereinafter*).
- D. Based on the mutual covenants and representations of the Parties, the Parties have agreed to enter into this Agreement for the provisions of Services on the terms and conditions provided below.

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Services

- 1.1. Subject to the terms and conditions contained in this Agreement, the Customer is desirous of availing the services as set out in **Annexure I** (collectively "**Services**"). The scope of Services set out in **Annexure I** may be amended from time to time by the Parties in writing.
- 1.2. The Parties agree that ByteXL shall provide Services to the Customer on a non-exclusive basis and that the Customer may engage any educator for the purpose of providing the Services to the Customer. Any assignment by ByteXL of a part of all the Services through educator may be done at the option of ByteXL and shall not require the prior consent of the Customer, provided that ByteXL shall provide prior intimation to the Customer.
- 1.3. ByteXL shall carry out its duties and obligations under this Agreement in a timely and diligent manner with expertise, the highest professional standards and ethical business practices and shall execute and discharge the Services in accordance with this Agreement and applicable service standards, in accordance with applicable laws.
- 1.4. In performing the Services under this Agreement, ByteXL shall not, at any time, use any confidential information of a third party or infringe the intellectual property rights of a third party.
- 1.5. ByteXL's obligation to provide Services is limited to the specific Services mentioned herein (or as may be agreed in writing by the Parties). The Parties agree that the Services are intended to lead to enhancement of skill levels and employability of the [students/professionals] [enrolled/employed] by the Customer. However, ByteXL does not

provide any assurance or guarantee in this regard. ByteXL shall provide the Services on a best-efforts basis in accordance with the terms set out herein. Neither the Customer (nor its [students/employees] shall have any claim against ByteXL regarding deficiency in the employability or performance of the [students/employees] post completion of the rendering of Services.

- 1.6. The Customer shall render reasonable cooperation and shall provide the necessary infrastructure to enable ByteXL to provide the Services (including classroom and learning aids). The Customer hereby undertakes that it shall provide such requirements as reasonably required to facilitate the provision of Services by ByteXL without any hindrance or delay.

2. Fees, Invoicing and Payment Terms

- 2.1. For Services provided under and pursuant to this Agreement, the Customer shall pay ByteXL the fee ("Fees") specified under **Annexure II**. All applicable taxes, cess and other levies payable under the applicable laws shall be payable over and above the Fees. All payment shall be made by the Customer subject to withholding taxes at applicable rates. The parties agree that they may mutually agree in writing to revise the fee applicable to a new batch being inducted in a fresh admission/academic year, however any such revisions will not be applicable to the existing batches of students.
- 2.2. ByteXL shall raise an invoice at the start of each semester, when the semester fees is collected by the Customer from the students. The Customer shall make payment for the undisputed invoice within 30 days of receipt. The Customer shall notify ByteXL of any disputes relating to the invoice within 5 days of receipt of the invoice by the Customer. The Parties shall in good faith mutually discuss and seek to resolve any disputes that are raised by the Customer.
- 2.3. ByteXL shall be entitled, at its sole discretion, to suspend the provision of Services, upon default in payment of the Fees for one or more invoices (whether or not consecutive), until the due payment of the Fees is received by ByteXL. BYTEXL can help SGT during the counseling Session/Educational Events wherever they are participating. BYTEXL will help SGTU through social media channels/peer counseling for the program/Helping admission team to attract more enrollment for the associated programs.
- 2.4. The Party collecting any taxes, duties, levies, fees or other similar charges (including without limitation, GST), as required under any applicable laws ("Taxes"), shall be liable to pay such sums to the relevant authority within the period prescribed by law and shall submit to the other Party proof of payment of such taxes, duties, levies, fees or other similar charges and any other documents as may be required by such Party to enable them to claim any benefits (including without limitation, tax credit) as may have accrued to them under applicable laws. Please note that the applicable TDS rate would be 2% under section 194C.
- 2.5. In the event, the Party collecting the Taxes fails to make payment of any such Taxes to the proper authorities, such Party shall become liable to reimburse the other Party for the following: (i) any benefits such as tax credits which the said Party would otherwise be entitled to under applicable laws (ii) any interest and/or penalties payable by the Party in relation to the amounts not paid by the Party collecting Taxes or benefits availed by the other Party, and/or (iii) any other additional taxes or late charges, whatsoever, payable by the other Party under any applicable law due to failure of the Party collecting Taxes in making payment of any of the Taxes.
- 2.6. The Parties agree that no expenses shall be incurred by either Party on behalf of the other without the other Party's written consent.

3. Obligations of the Parties

- 3.1. Neither Party shall put itself or the other Party in breach of applicable laws.
- 3.2. Each Party shall obtain and maintain all licenses, registrations, approvals, permissions, sanctions, under applicable laws, if any, necessary for the performance or availing of the Services. Such Party shall promptly notify the other Party in writing in the event any license or regulatory approval is revoked or has expired that directly impacts the Services or the ability of ByteXL to perform its obligations under this Agreement. In the event of receipt of such notification, ByteXL shall be entitled to immediately suspend the performance of its obligations under this Agreement, until such time as the non-compliance or non-availability of requisite licenses and approvals is rectified by the Customer.
- 3.3. During the Term of this Agreement, each Party shall disclose all material and relevant information, which may either affect ByteXL's engagement with the Customer currently or in the future or may be in conflict with the terms of this Agreement, either directly or indirectly.

4. Representations and Warranties

- 4.1. Each Party represents and warrants that (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the obligations required of it hereunder; (ii) the execution of this Agreement by such Party, and the performance of its obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound or any provision of applicable laws; (iii) when executed and delivered by the Party, this Agreement will constitute the legal, valid and binding obligation of that Party, enforceable against it in accordance with its terms; (iv) it shall comply with applicable laws in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required.
- 4.2. The Customer represents and warrants that it is not restricted or limited, in any manner, from availing the Services. The Customer is validly constituted and organized in accordance with the applicable laws, and has the consents, licenses and approvals [(including from the University Grants Commission and All India Council for Technical Education, if applicable)] to avail the Services.
- 4.3. ByteXL represents and warrants that:
- (i) it, its personnel and third parties engaged by it for the due discharge of its obligations hereunder, have the requisite skill, competence, experience, expertise, as per best industry standards to provide the Services under this Agreement;
 - (ii) the Services provided under this Agreement when used for the purpose for which it is intended shall not infringe any third-party Intellectual Property rights or violate any applicable laws.
 - (iii) the content and/ or services delivered under the Programs and/ or any other programs delivered under this Agreement will be performed in a professional and workman like manner, in accordance with best industry practices. ByteXL further represents and warrants that services and programs will be delivered in accordance with their specifications and acceptable industry standards.

5. Term and Termination

- 5.1. The term of this Agreement shall remain valid from the Effective Date till 31st July 2029 unless terminated earlier in accordance with this Agreement. The Parties may mutually agree in writing to extend or renew the Term of this Agreement for a further period and on such terms as maybe agreed between the Parties.
- 5.2. Either Party may terminate this Agreement by giving [90 (Ninety) days] prior written notice to the other Party, without assigning any reasons for the termination.
- 5.3. Either Party may terminate this Agreement forthwith (i) if the other Party breaches any obligations or representations or warranties under this Agreement and such breach (if capable of being cured) is not cured or corrected within 30 (Thirty) days after receipt of written notice thereof from the first Party; (ii) if the other Party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, which petition is not dismissed within 60 (Sixty) days of being brought; (iii) if the other Party becomes unable to perform its obligations, by virtue of operation of any law, or upon the order by a governmental authority or proceedings initiated or brought against it, and such order or proceedings have not been dismissed/quashed within 60 (Sixty) days of being initiated or brought; (iv) if the other Party makes an assignment for the benefit of creditors; (v) if a receiver, trustee or similar agent is appointed with respect to any property or business; or (vi) if the other Party loses the benefit of any consent, license or approval necessary for the performance of Services under this Agreement.
- 5.4. Consequences of termination or expiry of this Agreement:
- (i) Each Party shall forthwith cease to use any trademarks, logos, trade names and any other intellectual property of the other Party as may be authorized pursuant to this Agreement;
 - (ii) Each Party shall promptly return or destroy as per the instructions of the other Party, all the tangible and/or intangible Confidential Information and intellectual property of the other Party in its possession or control;
 - (iii) The expiration or termination of this Agreement for any reason will not release Parties from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination; or (b) remain to be performed; or (c) by their nature are intended to survive expiry or termination of the Agreement.

6. Intellectual Property Rights

- 6.1. For the purpose of this Agreement, "**Intellectual Property**" shall mean and include all patents, patentable rights, copyright, registered and unregistered design rights, utility models, trademarks and service marks (whether or not registered), trade names, domain names, rights in inventions, rights in data, database rights, rights in know-how and Confidential Information, trade secrets and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for any registration of the same (present, future and contingent, and including all renewals, extensions and revivals of them).
- 6.2. The Parties hereby agree that all Intellectual Properties of the Parties existing on the Effective Date shall remain the property of such Party and shall not be used by the other Party without prior written consent of such Party.
- 6.3. The Parties agree that ByteXL may develop Intellectual Property pursuant to this Agreement ("**Foreground IP**"). It is expressly agreed that all the rights, title and interest in the Foreground IP shall continue to vest with ByteXL.
- 6.4. The Parties may enter into mutual collaborations (including events meant to further the discharge of Services, such as hackathons, coding challenges, teaching drives, etc.), and ByteXL may develop customized Intellectual Property for the benefit of the Customer. In that event, if SGT is desirous of a transfer or assignment of Intellectual Property, the Parties shall execute such documentation as may be necessary to validly effectuate the transfer or assignment, provided that this Clause shall not create any obligation on the Parties to transfer or assign any of their rights, title or interest in the Intellectual Property.
- 6.5. Neither Party shall use any trademarks, logos, trade names or any other Intellectual Property of the other Party or a third party in any manner whatsoever without the prior written approval of the other Party or the relevant third party (as may be required).

7. Limitation of Liability

- 7.1. Notwithstanding anything contained herein, neither Party shall be liable to the other Party for indirect, special, incidental, exemplary, punitive or consequential damages including loss of profit arising out of or in connection with this Agreement irrespective of whether such Party had been advised or had knowledge of such damages.
- 7.2. Notwithstanding anything contained herein, the aggregate liability of a Party arising out of or in relation to this Agreement shall not exceed the Fees paid in preceding [3 (Three) months] from the date such claim arose.
- 7.3. The Parties acknowledge that third parties may be engaged by ByteXL as educators, and shall be independent contractors, customarily used for Agreements of this nature. Such third parties are not employees, officers, agents or authorized representatives of ByteXL and shall not be construed to represent ByteXL, except as expressly authorized in writing by ByteXL.]
- 7.4. Neither Party shall be liable for any non-compliance with applicable laws by the other Party.
- 7.5. This Clause 7 shall survive termination or expiry of this Agreement.

8. Confidentiality

- 8.1. For the purpose of this Agreement, "**Confidential Information**" shall mean and include any information disclosed by the disclosing Party, in writing, orally, electronic or other form, including, without limitation, technical and business information, intellectual property rights, software programs, reports, employee details, know-how, financial information, pricing policies, marketing and product/ service development plans, personal information or any other commercially valuable information. Confidential Information shall also include any non-public information or any information which by its nature and in the circumstances shall be treated as confidential and proprietary by a reasonable person. However, Confidential Information shall not include information that (i) is or becomes publicly available without any fault on part of the receiving Party; (ii) is lawfully acquired by the receiving Party from a third party without any corresponding confidentiality obligations; (iii) as can be evidenced by written records, is independently developed by the receiving Party without reference to any Confidential Information; (iv) as can be evidenced by written records, was in possession of the receiving Party prior to disclosure of Confidential Information; (v) is disclosed pursuant to the order of a court or governmental agency or where required by operation of law, only to the extent legally required, provided a prompt notification of such requirement is sent to the disclosing Party to enable the disclosing Party to obtain a protective order against such disclosure.
- 8.2. Each Party shall keep in strict confidence any and all the Confidential Information of the other Party and shall not use the Confidential Information for any purpose other than for performing its obligations

under this Agreement. Each Party shall take all measures it uses for protecting its own Confidential Information, but in no event less than reasonable measures.

- 8.3. Each Party shall restrict disclosure of the Confidential Information solely to those of its employees, agents, consultants and other professional advisors (collectively "Representatives") strictly on a need-to-know basis and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement. Each Party shall remain responsible and liable for any unauthorized disclosure or use of Confidential Information by its Representatives.
- 8.4. Upon the receiving Party's discovery of any unauthorized use or disclosure of Confidential Information, the receiving Party shall immediately without undue delay notify the Customer of such unauthorized use or disclosure and shall take such actions as maybe required by the Customer.
- 8.5. ByteXL acknowledges, agrees and undertakes that it will be deemed to be the Data Fiduciary as per the provisions of Digital Personal Data Protection Act, 2023 (DPDP Act) for all the personal information/data furnished to or accessed by ByteXL under this MOU. ByteXL further agrees and undertakes to ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance with DPDP Act. ByteXL further agrees and undertakes that any such data will be kept secret and confidential and retained or processed in accordance with the applicable data protection legislation including but not limited to DPDP Act and must not be passed on to any other agency or individual other than any person authorised by Customer.

8.6. This Clause 8 shall survive termination or expiry of this Agreement.

9. Force Majeure

- 9.1. ByteXL shall not be liable for any delay in performance any of its obligations under this Agreement due to causes beyond the reasonable control of ByteXL, including but not limited to act of God, government order, change in existing laws, acts of civil or military authorities, riots or civil disobedience, wars, strikes, pandemic, epidemic, lockdown, man-made / natural calamity, outage of internet or telecommunication services or labour disputes (each, a "Force Majeure Event").
- 9.2. Within 7 (Seven) days of occurrence of Force Majeure Event, ByteXL shall notify the Customer. If the Force Majeure Event continues for more than 30 (Thirty) days, the Customer may terminate this Agreement.

10. Indemnity

ByteXL hereby undertakes and agrees to indemnify and keep and hold the Customer and its officers, directors, employees indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising out of or related to (i) any misrepresentation made by ByteXL during the performance of services; or (ii) any breach of terms and conditions of this MOU or (iii) by reason of any acts, defaults, deeds, things, omissions and commissions committed or omitted by the ByteXL including any third party claims for infringement of intellectual property rights.

11. Miscellaneous

- 11.1. Assignment. Except to the extent expressly permitted under this Agreement, neither Party shall assign any rights and obligation under this Agreement to another person/entity without prior written consent of the other Party. Provided that, ByteXL may assign its rights or obligations under this Agreement to any of its subsidiary, group, affiliate or holding companies, with prior intimation to the Customer. Provided further that the Customer's consent shall not be required in case of any change of control of ByteXL.
- 11.2. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of India without regards to applicable conflicts of law principles. In the event any claim, dispute or difference between the Parties arises out of in connection with or relating to this Agreement ("Dispute"), such Dispute shall be referred to mutually appointed sole arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration procedure shall be conducted in English and the venue of arbitration shall be Gurgaon. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties. Subject to the foregoing the courts in Gurgaon, Haryana shall have exclusive jurisdiction over Disputes.
- 11.3. Waiver. The failure of either Party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy, and the waiver of any violation or breach of this Agreement by either Party shall not constitute a waiver of any prior or subsequent violation or breach, unless the performance of such obligation is expressly waived in writing.

- 11.4. **Modification.** Any waiver, amendment, replacement, modification or cancellation of any part of this Agreement shall not be effective unless agreed in writing by both Parties.
- 11.5. **Severability.** If any provision of this Agreement is determined by a court of law or other competent authority to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provisions of this Agreement.
- 11.6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the subject matter and supersedes any previous discussions, negotiations and agreements between the Parties prior to the date of execution of this Agreement.
- 11.7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 11.8. **Notices.** Any notice or communication to be given under this Agreement by either Party to the other shall be in writing, in English and delivered (i) personally; or (ii) by registered mail, postage prepaid, return receipt requested; (iii) electronic mail; or (iv) by a commercial overnight courier that guarantees next day delivery and provides a receipt to the address mentioned in this Agreement or as may be separately provided by the Parties.
- 11.9. **Relationship.** Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Parties.
- 11.10. **Non-Solicitation.** During the Term and for a period of 1 (One) year from its termination or expiry, neither the Customer nor its affiliates shall, alone or jointly, directly or indirectly, solicit, endeavour to solicit, influence or attempt to influence and/or assist any person to solicit, employ or offer employment to, or engage as a consultant, influence any person employed or engaged by ByteXL, to terminate or otherwise cease such employment or engagement with ByteXL (including its affiliates).

IN WITNESS WHEREOF, the Parties have duly executed and signed this Agreement through their respective authorized officers on the date first mentioned herein before.

For and on behalf of
ByteXL TechED Private Limited

 22-04-2025

Name: Sri Charan Tadepalli

Designation: Director

For and on behalf of
SGT University

 22/4/25
Registrar
SGT University
Baddana, Gurugram

Name: Dr. Joginder Yadav

Designation: Registrar

Annexure-I
Scope of Services

Program title: INDUSTRY EMBEDDED B. TECH DEGREE PROGRAM IN COLLABORATION WITH MICROSOFT

Program level: BACHELORS OF TECHNOLOGY (B. TECH) in Computer Science

Specialization: AI-ML

Program period: 4 YEARS

Program start date: JULY 2025

Area of study: COMPUTER & IT (CLOUD COMPUTING – AI/ML, CLOUD SECURITY, CLOUD OPS, IOT)

Number of minimum students expected: 60

Number of maximum students: 400

Method of study: (Blended Learning (On-Campus, Virtual)) - ON CAMPUS

Program Details: 4-year B Tech Program blended with Microsoft Certifications offered with credits. Courses and Certification mapping to Microsoft portfolio and academic credit assigned to the certification. Four certifications are compulsory, with an additional two elective certifications required. Among the elective certifications, at least one certification is mandatory for each specialization.

Outcome Commitments (On Best-Effort Basis)*

Placements:

- 5% of students placed at packages > ₹20 LPA.
- 10% of students placed at packages between ₹15–20 LPA.
- 15% of students placed at packages between ₹10–15 LPA.
- 25% of students placed at packages between ₹5–10 LPA.

Internships:

- 25% students at a minimum of INR 15,000 per month for a period of upto 3 months.

Student Satisfaction:

- Bi-weekly collection of feedback from students[^]
- Monthly classroom observation by both parties
- Replacement of low feedback trainers

* The internship and placement support services and associated outcome commitments will be applicable only if byteXL is given to teach a minimum of two employability related subjects per semester (Option A as per the Annexure II) .

[^]weekly reports to be shared with university to see the performance of trainers along with university internal feedback from students also whereas vetting of profiles of trainer to be done with approval of HOD/DEAN FEAT, SGTU.




Reqd. Sign
SGT University
Budding, Gurugram

Annexure II Fees

Program Option A

Course: B.Tech in CSE with AI/ML with first batch starting in July 2025

2 employability related subjects per semester, including the certification course, are taught by byteXL . The selected list of subjects will be shared by byteXL.

Program Name	Number of Students expected by College	ByteXL's share per student per Annum (INR)
B. Tech in CSE with AI/ML as specialization in collaboration with Microsoft	60	INR 50,000 + GST

SGT University will try to enroll 60 students for the aforesaid program.

SGT University will be liable to pay the payment of training and certification programs only for student registered under byteXL program in BTech CSE AI-ML program whereas there is no minimum no of student required to start the program.

10 Placement Opportunity for each student who enrolled in byteXL offering program.

Certification Pricing: The one-time cost of certification at the end of each semester is to be borne by the byteXL.

Course Bucket (Applicable for Program Option-A)

Semester	Certifications	Course Basket
Semester - 1	AZ-900 - Microsoft Azure Fundamentals	Programming for Problem Solving using C
Semester - 2	AI - 900 - Microsoft Azure AI Fundamentals	Data analysis using Python
Semester - 3	DP-900 - Microsoft Azure Data Fundamentals	Data Structures and Algorithms I
Semester - 4	DP-202 - Implementing Azure Data Solution	Data visualization & NLP
Semester - 5	DP-203 - Azure Data Engineer Associate	Full Stack Development
Semester - 6	AI-102 - Designing and implementing an Azure AI Solution	Machine Learning Fundamentals
Semester - 7	AZ-400 Devops Engineer Expert	Deep Learning
Semester - 8	Capstone Project	Generative Adversarial Networks (GANs) & advance topics

Registrar
SGT University
Bustanpur, Gurugram