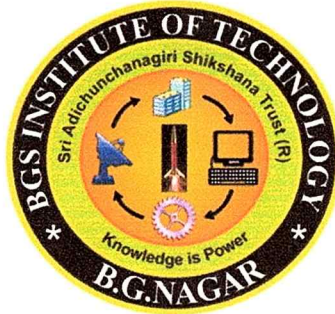


MEMORANDUM OF UNDERSTANDING

Between



BGS INSTITUTE OF TECHNOLOGY

BG Nagara – 571448, Nagamangala Taluk,
Mandya District, Karnataka, INDIA

And



Loginware Softtec Pvt Ltd

#40/163, 1st Floor Opp Bharathi Associates,
BM Bypass Road, Boovanahalli, Hassan-573201
Karnataka, INDIA

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MOU") is executed as of this **18th October 2019** by and between:

Loginware Sofittec Pvt. Ltd. is a company in India and having its office at #40/163, 1st Floor, Opp. Bharathi Associates, B M Bypass Road, Boovanahalli, Hassan, Karnataka, India (hereinafter referred to as "**Loginware**", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

BGS Institute of Technology (BGSIT) is located at BG Nagara - 571448, Bengaluru – Hassan National Highway, Nelamangala Taluk, Mandya District. Karnataka, India (hereinafter referred to as "**BGSIT**") of the **OTHER PART**;

Loginware and BGSIT are individually referred to as "**Party**" and collectively as the "**Parties**" in this MOU.

WHEREAS:

- A. Loginware is, inter alia, engaged in the business of Embedded system research, software development and training with providing Technology Services in India;
- B. BGSIT is a leading educational institute in the higher education space teaching its students information technology as part of its course and curriculum;
- C. Both parties are desirous to engage into a relationship for conducting on campus Training, workshops and technology support for the students of BGSIT by Loginware.
- D. Towards the same, the Parties have agreed to the terms and conditions as set forth in this MOU.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In addition to the terms defined hereinbefore and other parts of this MOU, whenever used in this MOU and unless repugnant to the meaning or context thereof, the following expressions shall have the meanings set forth below: -

"**Affiliate**" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "**Ownership**" means, for purposes of this definition, control of more than a 50% interest in an entity;

"**Law(s)**" mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or Person acting under the authority of any governmental

authority and/ or of any statutory authority in India, whether in effect on the Effective Date or thereafter;

"MOU" shall mean this MOU, its schedules and any amendments as may be mutually agreed by the Parties in writing from time to time; "Personal Information" shall mean any information about an identifiable individual or information which relates to a natural person and allows that person to be identified;

"Program" shall mean the initiative launched by Loginware or the Institute for promoting their services or products amongst the students and the academia in India.

"Person(s)" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture or trust or any other entity or organization; and

"Term" shall have the meaning given to it under Clause 8 of this MOU.

2. SCOPE OF THE MOU

This MOU is intended to cover the deliverables and engagement between both parties.

3. ROLE AND RESPONSIBILITIES OF THE PARTIES

3.1 BGSIT: -

- BGSIT will provide Loginware the required number and category of students who will avail the training and workshop services that Loginware will provide, its services and programs at the Institute is based on trending developments in software industry.
- BGSIT will also provide the necessary infrastructure and schedule classes as required by Loginware.
- No any financial obligations on BGSIT and the Loginware may be collected the amount directly by the participants from BGSIT with respect to the programmes.

3.2 Loginware: -

- Loginware will provide training based on trending developments of software industry and as required by BGSIT.
- Loginware will provide training and workshops at BGSIT as per schedules provided by Institute.
- Loginware will also provide certificate of participation to those students of BGSIT who undergo training and workshops.
- Technology support from Loginware for embedded systems research and development in BGSIT.
- Project training and Internship facilities in Loginware or BGSIT for M.Tech and B.E students.

4. INTELLECTUAL PROPERTY RIGHTS

The Parties understand and agree that nothing contained in this MOU shall give either Party any

right in respect of any copyrights, trademarks or trade names or logos or any other intellectual property right of any nature of the other Party or the goodwill of other Party. Neither Party shall use or claim any right in such proprietary or intellectual property without the prior written consent of the other

5. NON EXCLUSIVE ARRANGEMENT

Nothing contained herein shall restrict Loginware or the BGSIT to undertake activities similar with other partners or companies.

6. REPRESENTATIONS AND WARRANTIES

6.1 Loginware hereby represents and warrants to the Content Provider that:

- (i) It has sufficient authority to enter into this MOU;
- (ii) It will not, at any time during the performance of its obligations in this MOU infringe any copyright, trade secret, trade mark, or other personal, proprietary or intellectual property right held by any third party;
- (iii) The performance of its obligations contained in this MOU will be in accordance with and not be in contravention of any applicable laws or any agreement, contract or arrangement to which it is a party or any judgment, decree, injunction, order to which it is subject;
- (iv) It will not
 - (a) Facilitate or promote any illegal, offensive or discriminatory activity or
 - (b) Intentionally disparage the products, services of Loginware or its Affiliates or otherwise act in a manner that is detrimental to or reflects unfavorably on the name or reputation of Loginware or any of its Affiliates, at or in connection with the Program;
- (v) There is no proceeding in progress or pending or threatened against, relating to or affecting it which might be expected to have a materially adverse effect on the performance of its obligations under this MOU, or on reputation of Loginware or any of its Affiliates or the Program;

7. INDEMNITY AND LIMITATION OF LIABILITY

7.1 Subject to Clause 7.3 below, the BGSIT agrees to indemnify and keep Loginware or its Affiliate and each of their respective directors, officers, agents, contractors and employees indemnified and harmless against all costs, actions, claims, losses, damages, suits, prosecutions, including reasonable legal fees and expenses arising out of or incurred on account of

(i) the Content partner's copyrights or IP.

7.2 Subject to Clause 7.3 below, Loginware agrees to indemnify and keep the BGSIT or its Affiliate and each of their respective directors, officers, agents, contractors and employees indemnified and harmless against all costs, actions, claims, losses, damages, suits, prosecutions, including reasonable legal fees alleging misuse of Content Provider's trade mark or logo.

7.3 In no event shall either Party be liable to the other Party for any indirect, special, punitive, incidental or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of, resulting from or related to this engagement, even if a Party has been advised of the possibility of such damages. Notwithstanding the foregoing, this section shall not apply to indemnification obligations related to any infringement of intellectual property rights by the other Party or any breach of the confidentiality obligations set out in this MOU.

7.4 The Parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this MOU, and all such taxes (including but not limited to net income or gross receipts taxes, franchise taxes, sales and use taxes, service taxes, and/or property taxes) shall be the financial responsibility of the party who is obligated by operation of law to pay such tax. Each Party agrees to indemnify, defend and hold the other Party harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities of any nature whatsoever related to a Party's taxes.

7.5 The obligations contained in this Clause shall survive and shall be enforceable beyond the termination or expiration of this MOU.

8. TERM AND TERMINATION

It is agreed that the term of this MOU shall be for a period of **36 (Thirty Six) months** from the Effective Date, which period may be extended by both parties on mutually agreeable terms for a further period.

- Both parties may terminate this MOU with prior written notice of 30 (thirty) days without any cost or liability.
- Upon termination of this MOU, both parties shall immediately cease to use any material (included but not limited to any certificate) and will return or destroy the same and provide a certificate of destruction to each other as may be required.

9. GOVERNING LAW AND DISPUTE RESOLUTION

- This MOU and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India.
- Disputes arising out of or in relation to this MOU between the Parties, if any, shall be referred to subject to exclusive jurisdiction of the courts at Hyderabad

10. CONFIDENTIALITY

a. Immediately upon execution of this MOU, the Parties agree that they shall execute a standard non-disclosure agreement, which shall govern the use and protection of confidential information under the MOU. The terms of this MOU shall be considered confidential information under the MOU.

b. Loginware may advertise about the offerings, the Content partner's participation in the Program or any matter related or connected therewith in any manner that it deems fit, without any approval from the Content partner.

11. AMENDMENT

Any modification, amendment, or waiver of any provision of this MOU shall be effective only if it is in writing and signed in person or by an authorized representative of each Party against whom enforcement of such modification, amendment or waiver is sought.

12. ASSIGNMENT AND TRANSFER

Any and all rights, duties and obligations of the Parties under this MOU shall not be transferred or assigned by either Party to any third party without the prior written consent of the other Party.

13. WAIVER

A waiver of performance of a particular obligations under this MOU will be effective only when given in writing by the other Party and will not be construed as a waiver for any former, subsequent or concurrent performance of any other obligation.

14. FORCE MAJEURE

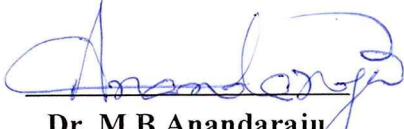
Any delay or failure of either Party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems strikes, riots, civil commotion or other concerted action of workmen, material shortages, enemy action or terrorist action; provided the party claiming force majeure promptly notifies the other party of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure. Should the event of force majeure continue beyond fifteen (15) days or such shorter time period as may be reasonable under the circumstances, Loginware or the BGSIT may terminate this MOU.

15. INTERPRETATION

a. If for any reason a court of competent jurisdiction finds any provision of this MOU, or portion thereof, to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this MOU (or portion thereof) and any such invalid or unenforceable provision shall be deemed to be severable.

b. Failure by either Party to enforce any provision of this MOU shall not be deemed a waiver of future enforcement of that or any other provision. In witness whereof, this MOU has been executed and delivered by the duly authorized officers of the parties hereto on the date, month and year mentioned first herein above.

For and behalf of BGS INSTITUTE OF TECHNOLOGY (BGSIT),



Dr. M.B Anandaraju

Professor and Head of the Department
Department of Electronics and Communication Engg.,

Professor & HOD
Dept. of Electronics & Communication Engg.,
BGS Institute of Technology
BG Nagara - 571 448
Mandya District



Dr. B.K Narendra

Principal

B.G.S. Institute of Technology
B.G. Nagar-571 448,
Nagamangala Tq, Mandya Dist.

For and behalf of LOGINWARE SOFTTEC PVT. LTD

For Loginware Softtec Pvt. Ltd.



Director

Mr. Shrikantiah Thandaveshwara
Director
Loginware Softtec Pvt. Ltd

For Loginware Softtec Pvt. Ltd.



Director

Mr. Parameshchari
Director
Loginware Softtec Pvt. Ltd

-----**END OF THE DOCUMENT**-----

RENEWAL OF MEMORANDUM OF UNDERSTANDING

BETWEEN

BGS INSTITUTE OF TECHNOLOGY

AND

LOGINWARE SOFTTEC PVT. LTD

In order to continue to promote collaboration between **BGS INSTITUTE OF TECHNOLOGY**, BG Nagara, Mandya District, Karnataka, INDIA and **LOGINWARE SOFTTEC PVT LTD**, Hassan, Karnataka, INDIA, the **BGSIT** and **LOGINWARE SOFTTEC PVT LTD** are desire hereby to record their consent to the extension of the Memorandum of Understanding signed on **18th October 2019**.

The extended effective term of the Memorandum of Understanding shall be for a period of **Three years (36 Months)** effective as of the date at execution by the appropriate officers of each signatory institution. The clauses of the Agreement remain unchanged.

In witness hereof, the duly authorized representative of each institution agrees to the provisions of this document.

On behalf of
BGS INSTITUTE OF TECHNOLOGY

Dr. M B Anandaraju
Professor and Head
Department of Electronics and Communication

Professor & HOD
Dept of Electronics & Communication Engg.,
BGS Institute of Technology
BG Nagara - 571 448
Mandya District

Narendra 18/10/19
Dr. B K Narendra
Principal

Principal
B.G.S.Institute of Technology
B.G. Nagara - 571 448
Nagamangala Tq, Mandya Dist.

On behalf of
LOGINWARE SOFTTEC PVT LTD

For Loginware Softtec Pvt. Ltd.

Director

Mr. Shrikantaiah Thandaveshwara
Director
LOGINWARE SOFTTEC PVT LTD
#40/163, 1st Floor Opp Bharathi Associates, BM
Bypass Road, Boovanahalli, Hassan-573201
Karnataka, INDIA

For Loginware Softtec Pvt. Ltd.

Director

Mr. Parameshchhari
Director
LOGINWARE SOFTTEC PVT LTD
#40/163, 1st Floor Opp Bharathi Associates, BM
Bypass Road, Boovanahalli, Hassan-573201
Karnataka, INDIA