

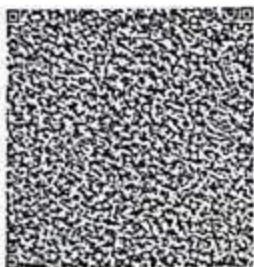


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

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Certificate Issued Date	: 19-Mar-2014 03:20 PM
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Unique Doc. Reference	: SUBIN-KAKACRSFL0841130311675542M
Purchased by	: MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING
Description of Document	: Article 12 Bond
Description	: MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING
Second Party	: SIEMENS
Stamp Duty Paid By	: MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line
Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this day 20th March, 2014 ("Effective Date") BETWEEN

Mangalore Institute of Technology & Engineering, an academic institute located at Moodabidre, Mangalore, Karnataka, established under Universities Act of India (hereinafter referred to as Institute);

AND

SIEMENS INDUSTRY SOFTWARE INDIA PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 having its corporate office at Tower D, 16th Floor, Global Business Park, Mehrauli-Gurgaon Road, Gurgaon-122002, India (hereinafter referred to as "SISW").

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.stalestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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WHEREAS:

- A. Institute is a leading technical university providing undergraduate and postgraduate education in a variety of engineering disciplines;
- B. SISW is a leader in the segment of CAD, CAM, CAE and PLM software products. SISW has academic versions of the hereinabove mentioned softwares (hereinafter "PLM Software");
- C. Institute desires to set up a laboratory at its campus located in the city of Moodabidre, Mangalore to educate students on Siemens industry software applications and Product Lifecycle Management (PLM) software which is widely used in the industry;
- D. Institute agrees to buy the PLM Software licenses for academic purposes from SISW and/or through its channel sales partner to educate students in the Institute; and
- E. The parties agree to enter into this MOU on the terms and conditions set hereinbelow.

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM

The MOU shall commence on the Effective Date or from the date the MOU is signed by all the parties, whichever is later.

2. ROLE OF SISW

- i. To promote education, SISW shall sell PLM Software licenses to the Institute under the Go PLM program. The PLM Software academic license bundles shall contain all modules required for education purposes.
- ii. SISW shall endeavour to facilitate Institute in designing the content on PLM Software for the students enrolled with management course of Institute as per the industry standards.
- iii. SISW shall endeavour to provide required training on PLM Software academic modules to Institute either directly or through its authorized training partner in the region.
- iv. SISW shall endeavour to provide all required assistance through its authorized channel sales partner with respect to installation, maintenance and up-gradation of PLM Software licenses.
- v. SISW shall endeavour to organize guest lectures and seminars on PLM Software at Institute by industry experts for sharing of knowledge.
- vi. SISW shall endeavour to circulate information on its products, latest releases, maintenance packs, case studies etc. to improve the product awareness at Institute.

- vii. SISW shall endeavour to effectuate product improvement on the basis of suggestions that may be provided by Institute from time-to-time.

3. RESPONSIBILITY OF INSTITUTE

- i. Institute shall buy PLM Software licenses for academic use only through SISW's channel partner at the rates as agreed in Commercial Proposal document as specified in Annexure "A".
- ii. Institute shall sign Go-PLM Grant application and Software License and Services Agreement ("SLSA") of SISW. The PLM Software shall be used exclusively for academic purposes in accordance with the terms specified in the SLSA.
- iii. Institute agrees to arrange hardware with required configuration to use the PLM Software in its laboratory.
- iv. Institute agrees to keep the PLM Software licenses reasonably up-to-date to ensure that students are familiar with latest technologies and shall buy PLM Software maintenance from time-to-time.
- v. Institute agrees to have the faculty in the laboratory trained and certified by SISW and/or SISW's authorized training partner to ensure that students get training as per prevailing industry standards.
- vi. Institute agrees to follow SISW's training methodology while imparting training to students on PLM Software.
- vii. Institute agrees to provide inputs to SISW on improving PLM Software from time-to-time.

4. COMPLIANCE WITH LAWS

Each party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the MOU. If at any time during the term of this MOU, a party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

5. CONFIDENTIALITY

The parties recognize that in the course of providing the PLM Software and performing the services pursuant to this MOU, both parties may have access to confidential information and trade secrets belonging to the other and each desire that such confidential information and trade secrets remain confidential. Each party agrees that all confidential information and trade secrets communicated to one party by the other in any manner (the "Confidential Information"), will be used by the recipient party only for the purposes allowed by this MOU. The other party's Confidential Information will not be disclosed

by the recipient party, other than to its employees and, in the case of SISW, to its consultants, agents, and contractors, without the prior written consent of the other party. Each party will advise its employees and, in the case of SISW, its consultants, agents, and contractors, who receive any of the other party's Confidential Information of its confidential nature. The confidentiality provisions of this Section will not apply to any Confidential Information that (i) was or becomes generally available to the public other than as a result of disclosure by the recipient party in violation of this MOU; (ii) becomes available to the recipient party from a source other than the other party, provided that the recipient party has no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with the other party or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation; (iii) was in the recipient party's possession prior to receipt from the other party; (iv) is independently developed by the recipient party without the use of the other party's Confidential Information; or (v) is required to be disclosed by the recipient party by a governmental agency or law, so long as the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure. Upon any actual or threatened violation of this Section by either party, the other party will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed that monetary damages are inadequate to protect the other party.

This Section will survive the expiration or termination of this MOU for any reason.

6. LIMITATION OF LIABILITY

In no event will the measure of damages payable by SISW include, nor will SISW be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if SISW has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

7. FORCE MAJEURE

Either party will not be liable to the other party for any delay or failure to fulfill its obligations in connection with the MOU where any such delay or failure is caused in whole or in part by any act, or failure arises from causes beyond the party's control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental authority, war, riots, strikes or labour shortages.

The parties shall use all reasonable endeavors to minimize any such delay caused due to Force Majeure event and provide written notice to the affected party. Upon cessation of the event, giving rise to delay, the other party shall insofar, as may be practicable under the circumstances, complete performance of their obligations hereunder.

8. NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by facsimile.

If to Institute

Rajalaxmi Education Trust, 1st Floor, Souza Archade,
Mangalore, Dk District, Karnataka - 575001

Tower D, 16th Floor, Global Business Park,
MG Road, Gurgaon 122002, Haryana, India

9. TERMINATION

- (i) Either party shall have a right, and in addition to any other remedies to which it may be entitled, to terminate this MOU, upon written notice to other party if any of the following events occur:
 - (a) If a party breaches any of the provisions of this MOU and fails to cure such breach within thirty (30) days of receipt of written notice of such breach from the other party;
 - (b) Any substantial change in ownership, or control of a party, any merger or consolidation, or any engagement by a party of any interest in any company, firm or organization, which other party reasonably believes could have an adverse effect upon the overall relationship.
- (ii) SISW will have the right to immediately terminate this MOU, if SISW, in its reasonable judgment believes that Institute has breached its obligations with respect to any PLM Software license provided under this MOU. In such a case SISW reserves a right to initiate necessary action in accordance with the terms of the SLSA.

10. CORPORATE AUTHORITY

Each party represents it has taken all necessary corporate action to authorize the execution and consummation of this MOU and will furnish the other party with satisfactory evidence of same upon request. Each party agrees to negotiate in good faith the execution of such other documents or agreements as may be necessary or desirable for the implementation of this MOU and the effective execution of the transactions contemplated hereby, and shall continue to do so during the term of this MOU.

11. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties hereto either with respect to the interpretation of any provision of this MOU or with respect to the performance by either party of its duties hereunder, each of the parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision. No formal proceedings for the judicial resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely.

12. MISCELLANEOUS

- a. This MOU may be executed by facsimile signature and may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

- b. Except as otherwise provided in this MOU, neither this MOU nor any rights under it may be assigned by any party to a third party without prior written consent of the other party.
- c. The parties agree to make any public disclosure after mutual discussion or if required by an applicable law. Neither party nor any of its employees shall have the authority to enter into or conclude any agreements on behalf of the other party nor otherwise bind nor obligate the other party, except as provided in terms of this MOU. For additional clarity, it is acknowledged and agreed that neither party may or will make any statement, amendment to the MOU or engage in any activity or make any representation which would have effect on the other party, without the written consent of the other party.
- d. Neither party shall use or nor let its employees and agents from using the name, trademark or logo of other party in any sale, marketing publication, advertisement, or other publication and shall not make, or let its employees, and agents make, any public statement relating to the MOU without prior written consent of both the parties.
- e. Either party will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with this MOU or the provision of services hereunder. The parties represent and warrant that none of other party's officers, directors, employees (collectively, "Personnel") has received anything of value of any kind, in connection with this MOU; and that no Personnel has a business relationship of any kind with other party's officers, directors, employees or agents.
- f. Nothing in this MOU shall be construed to constitute or appoint either Institute or SISW as the agent, partner, joint venture, or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for, or on behalf of, or in the name of any other party designated herein, or to bind any such other party in any way or manner whatsoever.
- g. No delay or failure by either party to exercise any right or remedy under this MOU will impair or be construed as a waiver of such rights or remedy. A waiver by any party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any covenant. The right of either party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
- h. Unless otherwise provided in this MOU, each party shall bear all fees and expenses incurred in performing its obligations under this MOU.
- i. Nothing in this MOU shall preclude SISW or any of its affiliates from cooperating or entering into any agreement with any other person or entity or otherwise developing, licensing, selling, deploying or otherwise making available any information, services, products or materials to any other person or entity. Nothing in this MOU shall preclude SISW or any of its affiliates from entering into an agreement or cooperating with any other person or entity

or from licensing or otherwise acquiring any information, services, products or materials from any other person or entity.

- j. Titles or captions of articles and paragraphs contained in this MOU are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this MOU or the intent of any provision hereof.
- k. This MOU together with all exhibits hereto contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes any prior discussions, proposals or agreements on this topic. There are no promises, covenants or understandings other than those expressly set forth herein. This MOU shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of all parties to this MOU. The parties herein shall be responsible severally for obtaining all statutory and non-statutory approvals, clearances and permits to be obtained for discharging their respective responsibilities pursuant to MOU.
- l. If any one provision of this MOU or part thereof is rendered void, illegal, or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent only and it shall not affect the entire MOU. Provided that if the commercial basis of this MOU is thereby substantially affected or altered then the parties shall negotiate in good faith to amend and modify the provisions and terms of this MOU as may be necessary or desirable in the circumstances.
- m. This MOU shall be governed and construed in accordance with the laws of India and the courts of New Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this MOU.

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

**Mangalore Institute Of
Technology & Engineering**

Signature

Name: Mr. Rajesh Chowta

Designation: Chairman



**Siemens Industry Software India Private
Limited**

Signature

Name: _____

Designation: _____

Signature

Name: _____

Designation: _____

**SANTOSH SAWANT
Chief Financial Officer**