

MEMORANDUM OF UNDERSTANDING

between

BETA CAE Systems India Pvt. Ltd.

and

Alva's Institute of Engineering & Technology

BETA CAE Systems India Pvt. Ltd.

No.9/1, 1st Floor, Tejas Arcade,
Opp St. Theresa Hospital, 1st Main Road,
Dr Rajkumar Road, Rajajinagar,
Bengaluru 560010, India

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info@beta-cae.in
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CIN: U72200KA2012PTC065455



Memorandum of Understanding

This Memorandum of Understanding is executed on the 20th day of September, 2021 by and between

BETA CAE Systems India Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 2013, represented by its Chief Executive Officer, Mr. Stavros Kleidarias, hereinafter referred to as "The Company" (which term shall, unless repugnant to the context or subject matter thereof mean and include its legal representatives, partners, subsidiaries, permitted assigns and successors-in-interest) OF THE ONE PART

AND

Alva's Institute of Engineering and Technology, having its registered office at Alva's Education Foundation, Alva's Complex 1st Floor, Near Swaraj Maidan, Moodbidri - 574227, DK, Karnataka, represented by its Managing Trustee, Mr. Vivek Alva, hereinafter referred to as "The Institute" (which term shall, unless repugnant to the context or subject matter thereof mean and include its legal representatives, partners, subsidiaries, permitted assigns and successors-in-interest) OF THE OTHER PART

WHEREAS

1. The Company is engaged in the business of research, development and distribution of computer aided engineering software solutions.
2. The Institute is a not for profit organisation that is engaged in the field of providing education and training in subjects such as civil engineering, mechanical engineering, etc.
3. The Institute has invited and requested the Company to support its efforts in the holistic training of its students and faculties alike by sharing the Company's experience in its field of industry.
4. Accordingly, the parties wish to execute a non-binding instrument outlining their respective voluntary understanding of how the significant industry expertise and experience of the Company can compliment the activities of the Institute.

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NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

1. *Identification of Collaboration avenues*

- a. The Institute and the Company may explore opportunities to conduct academic conferences, seminars and workshops in order to compliment and enhance the skill set of the Institute's students in the field of Computer Aided Engineering (CAE).
- b. The Company and the Institute may further identify and formulate appropriate programs to train the students of the institute acquire practical skills to compliment their academic foundations with the purpose of improving their employment potential.
- c. The Company and the Institute may also nominate persons who will act as their respective points of contact with each other in furtherance to this MoU.
- d. In the event the Institute contemplates and formulates a mentorship program in the field of Computer Aided Engineering, it is at liberty to seek the support and expertise of the Company to mentor students enrolled into its mentorship program.
- e. Both parties will endeavour to identify areas for research and development on which the personnel of the Company and the academic resources of the Institute including its students and faculty can jointly identify research problems and work towards solutions for the same.
- f. The Company and the Institute may also formulate a publication program whereby the Company can work with the Institute's personnel to develop and publish academic papers relevant to the Company's field of activity.
- g. The Institute may enlist the help of the Company to formulate projects for the students to undertake as part of their academic programs and curriculums.



2. Confidentiality and Publication Policies

- a. Within 90 (ninety) days of executing this Memorandum of Understanding, the parties will execute a Non Disclosure Agreement (NDA) in the format enclosed as per ANNEXURE-A, subject to which the Company will be able to render assistance to the Institute in terms of this MoU.
- b. Furthermore, the Company and the Institute will jointly develop an editorial policy and a publication policy setting out, among other things,
 - i. The ethical framework such as respect for third party intellectual property rights in all work undertaken by the parties pursuant to this MoU.
 - ii. The quality standards expected of all work undertaken by the Institute and its personnel including faculty and students while participating in any skill development programs, workshops, publication efforts or any other activity pursuant to this MoU.
 - iii. Setting up a publication committee to review all proposed publications and to approve the same in writing, failing which no work involving the participation of the Company or its ideas or Intellectual Property may be published.
- c. The parties agree that pending the execution of the Non Disclosure Agreement, neither party shall convey any confidential information to the other.
- d. Furthermore, pending the completion of the activities described in sub clause (b) above, the Institute shall not publish any material involving either the Company or its intellectual property including patents, trademarks, know-how, algorithms, software code, trade secrets, statistical models and methods, designs, drawings, etc., without the express written approval of the Company.



3. *Intellectual Property Rights*

- a. Unless a specific agreement is executed in writing, the parties agree that neither party by virtue of executing this MoU or doing any act, deed or thing pursuant thereto shall convey any of its intellectual property rights in favour of the other.
- b. In the course of undertaking any activity in terms of this MoU, if the parties intend to create any intellectual property rights or undertake any transactions in intellectual property rights, they shall execute a separate agreement for the said purposes.
- c. Pending the execution of such an agreement, neither party can use any patents, trademarks, copyright, trade secrets, know-how or any other form of intellectual property belonging to the other, unless the same is expressly authorised in writing by the party having ownership over the same.

4. *General*

- a. This MoU is valid for a term of 1 (one) year only.
- b. Except the provisions of clause 2 (c) and (d) and clause 3 of this MoU, no other provision of this MoU shall qualify as a binding agreement or contract between the parties.
- c. Since clause 2 (c) and (d) and the provisions of clause 3 of this MoU are binding, the same may be terminated by either party with or without assigning any reasons with prior written notice of 90 (ninety) days in writing. However, all obligations and rights accrued prior to such termination will remain enforceable.
- d. This MoU shall be governed by the laws existing in force in India and the State of Karnataka. The provisions of this clause are binding and enforceable.
- e. The court(s) of law at Bengaluru, Karnataka shall have exclusive jurisdiction over this MoU.

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- f. Any notices under this MoU shall be sent to the parties by email and speed post acknowledgement due only at their respective addresses below:

Institute:

- i. ***Name:***
Alvas Institute of Engineering and Technology
- ii. ***Email:***
vivek_alva@alvas.org
- iii. ***Designation:***
Managing Trustee
- iv. ***Address:***
Alva's Education Foundation, Alva's Complex 1st Floor, Near Swaraj Maidan, Moodbidri - 574227, DK, Karnataka

Company:

- i. ***Name:***
Stavros Kleidarias
- ii. ***Email:***
sales@beta-cae.com
- iii. ***Designation:***
CEO
- iv. ***Address:***
***9/1, Tejas Arcade,
Dr Rajkumar Rd, Rajajinagar, Bengaluru, 560010
Karnataka***

- g. This MoU shall not be amended or modified unless in writing and duly signed by the authorised representatives of both parties. This clause shall be binding and enforceable.
- h. This MoU is executed in duplicate, the original of which is in the custody of the Company, the duplicate of which shall be in the custody of the Institute, but shall, taken together constitute a single understanding between the parties.
- i. If either party undertakes any acts, deeds, things or omission or alters its position pursuant to a provision of this MoU that is not specifically identified as binding and enforceable within this MoU, then such act, deeds or things or omission or the alteration of its own position by the party shall be at such party's own risks and shall not result in any binding and enforceable rights or obligations arising to such a party.

IN WITNESS WHEREOF, the parties hereby confirm their respective voluntary understanding of the contents of this MoU on the date, month and year first above written.

COMPANY	INSTITUTE
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For M/s. BETA CAE Systems India Pvt. Ltd.


Director




Vivek M Alva
Managing Trustee
Alva's Education Foundation (R)
Moodbidri - 574 227

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SOFTWARE LICENSE AGREEMENT

The License Agreement is entered into between

BETA CAE Systems India Pvt. Ltd.
#9/1, Tejas Arcade, Dr. Rajkumar Road, Rajajinagar,
Bengaluru-560 010

hereinafter referred to as "Licensor", and

**Alva's Education Foundation, Alva's Complex 1st
Floor, Near Swaraj Maidan, Moodbidri - 574227, DK,
Karnataka**

which is a non-profit public funded Academic and/or
Educational Institution, hereafter referred to as "Licensee".

WHEREAS, the Licensor is authorized to license/distribute
the software products authored and owned by BETA CAE
Systems International AG, (hereinafter referred to as the
"Owner").

Pursuant to mutual discussions, the Licensee has sought for
a license from the Licensor for the Licensed Product.

In consideration of the mutual promises set forth in The
Agreement, Licensor and Licensee agree to be bound by
the following general terms and conditions, and the specific
terms and conditions been stated in the Quotation and been
accepted by the Purchase Order, all of which form The
Agreement.

1. DEFINITIONS

1.1. Licensed Product

The term Licensed Product shall mean the combination of
the Licensed Programs, the License Manager and any
related Documentation, including, but not limited to, user
manuals, now or hereafter provided by Licensor.

1.2. Licensed Program

The term Licensed Program shall mean the executable
version (but not the source or object code) of each of the
software programs listed on the Quotation, and any related
Documentation, including, but not limited to, user manuals,
now or hereafter provided by Licensor.

1.3. License Manager

The term License Manager shall mean the executable
version (but not the source or object code) of the software
program which allows and controls the use of the Licensed
Programs in accordance with the terms and conditions of
The Agreement, and any related Documentation, including,
but not limited to, user manuals, now or hereafter provided
by Licensor.

1.4. Designated Computer System

The term Designated Computer System shall mean the
Central Processing Unit (CPU) of the computer system
operated by Licensee, on which the License Manager will
be installed. Both the Designated Computer System and the
facility, on which the Designated Computer System shall
be located, shall be designated by the Purchase Order.

1.5. Designated Computer Network

The term Designated Computer Network shall mean the
computer network operated by Licensee, on which the
Designated Computer System is connected to and which
will be designated by the Purchase Order.

1.6. Object Code

Object Code shall mean a form of computer software
program resulting from the translation or processing of
source code by a computer into machine language or
intermediate code that would not be convenient to human
understanding of the program logic, but which is
appropriate for the construction and linking of binary
executable modules (executable code), as well as for
execution and interpretation by a computer.

1.7. Source Code

Source Code means computer-programming code and
related system documentation, comments and procedural
code, that is not directly executable by a computer but
which may be printed out or displayed in a form readable
and understandable by a qualified programmer. No rights to
Source Code are given to Licensee by The Agreement
unless specifically stated in an Amendment.

1.8. Documentation

The term Documentation shall mean the Licensed Product
manual and any written or printed technical material
provided by Licensor with the Licensed Product to explain
the operation of the Licensed Product and aid in its use.

1.9. Improvements

The term Improvements shall mean all updates,
modifications, refinements and enhancements, which
Owner elects to incorporate into and make part of the
Licensed Product and does not, at Owner's sole discretion,
price or market separately or additionally.

1.10. Technical Support

The term Technical Support shall mean the services listed
on the Quotation and provided by Licensor to Licensee
during the Term of The Agreement at no additional fee.
By all means Technical Support, unless otherwise stated on
the Quotation, is limited to:

- (a) corrections of substantial defects in the Licensed
Product so that the Licensed Product will operate
as described in the user manuals,
- (b) fixes of any minor bugs, and
- (c) support by telephone, fax or e-mail, between the
hours of 9:00 a.m. and 5:00 p.m., CET, Monday
through Friday, excluding official holidays, to
assist Licensee in using the Licensed Product.

1.11. License

The term License shall mean the right granted by Licensor
to Licensee to use the Licensed Product in accordance with
the terms and conditions of The Agreement.

1.12. Educational License Fee

The term Educational License Fee shall mean the amount
listed on the Quotation paid by Licensee for the License of
the Licensed Product and for the Technical Support
services.

1.13. Commercial License Fee

The term Commercial License Fee shall mean the amount listed on the Quotation, which shall be paid by Licensee for the License of the Licensed Product and for the Technical Support services in case that Licensee violates the restrictions set in Sections 13.1 and 13.2.

1.14. User License

The term User License shall mean the number of Licenses listed on the Quotation referring to a Licensed Program defining the number of users allowed using that Licensed Program simultaneously by consideration of the Total Credits and the Credits per User License of that Licensed Program.

1.15. Total Credits

The term Total Credits shall mean the points listed on the Quotation that are granted under The Agreement as a sum to Licensee for charging purposes of using Licensed Programs.

1.16. Credits per User License

The term Credits per User License shall mean the points listed on the Quotation that are charged to Licensee during using a User License of a Licensed Program.

1.17. The Agreement

The term The Agreement shall mean the arrangement between Licensor and Licensee determined by the general terms and conditions set hereby and by the specific terms and conditions listed on a Quotation and accepted by a related Purchase Order.

1.18. Quotation

The term Quotation shall mean Licensor's document addressed to Licensee declaring Licensor's offer of the License and the eventual additional deliveries, and stating the specific terms and conditions thereof, hereby only in general described.

1.19. Purchase Order

The term Purchase Order shall mean Licensee's document addressed to Licensor declaring Licensee's acceptance of the general terms and conditions set hereby and of the specific terms and conditions listed on the related Quotation.

1.20. Term of The Agreement

The term Term of The Agreement shall mean the period of time intervening between the Effective Date and the Expiration Date.

1.21. Effective Date and Expiration Date

The term Effective Date shall mean the day listed on the Quotation on which The Agreement commences.

The term Expiration Date shall mean the day listed on the Quotation on which The Agreement expires.

1.22. Confidential Information

The term Confidential Information shall mean non-public information that is either expressly identified in The

Agreement as being Confidential Information or is conspicuously labelled as being a party's Confidential Information. Confidential Information may be disclosed orally, in writing or electronically and may consist of software (including Source and Object Code), technical data, research, product plans, inventions, processes, designs, business plans, and marketing, financial or other non-public business information.

1.23. Intellectual Property Rights

The term Intellectual Property Rights shall mean all copyrights, trademarks, trade secrets, patents, patent applications, residuals, moral rights, contract rights, and other proprietary rights as may exist now or hereafter come into existence, and all registrations, renewals and extensions thereof, regardless of whether such rights arise under the laws of UK, EU, Switzerland or any other country or jurisdiction.

1.24. Owner

The term Owner refers to the company: BETA CAE Systems International AG, Platz 4, CH-6039 Root D4, Switzerland.

2. LICENSE

Licensor hereby grants to Licensee and Licensee hereby accepts a non-exclusive and non-transferable License to use the Licensed Product during the Term of The Agreement.

3. DELIVERY, INSTALLATION AND ACCEPTANCE

3.1. Delivery

3.1.1. Licensor will deliver the Licensed Product uniquely configured for Licensee's equipment upon receipt by Licensor of the Purchase Order accepting the Quotation.

3.1.2. Licensor shall also provide user Documentation, including a reasonable number of sets of the Licensed Product manual, to Licensee to allow the installation of the License Manager on the Designated Computer System and the Licensed Programs to the Designated Computer Network.

3.1.3. Licensee may duplicate user Documentation for purposes of The Agreement, but the identifications must be visible on said duplications.

3.2. Installation

Licensee alone shall proceed to the installation of the Licensed Product.

3.3. Acceptance

The Licensed Product shall be deemed accepted fifteen (15) days after the receipt of the same by Licensee unless Licensee notifies Licensor in writing that the installation was unsuccessful due to specific problems pertained to the Licensed Product. Upon resolution of the specific problems, the Licensed Product shall be deemed accepted.

4. USE OF LICENSED PROGRAMS

In case more than one Licensed Programs are listed on the Quotation, Licensee is allowed to use simultaneously a

combination of User Licenses of those Licensed Programs under the restriction that the sum of Credits per User License of the simultaneously used Licensed Programs does not exceed the Total Credits.

5. LICENSED PRODUCT MAINTENANCE

5.1. During the Term of The Agreement Licensor shall provide Licensee with Improvements. During the Term of The Agreement Licensor shall also provide Technical Support to Licensee.

5.2. A member of Licensee's scientific and research personnel shall be appointed by the Purchase Order as the only person entitled to contact Licensor regarding Technical Support. Licensor shall not be obligated to respond to any requests regarding Technical Support addressed to him by any member of Licensee's scientific and research personnel other than the contact person appointed by the Purchase Order.

6. ON-SITE SUPPORT

Licensor, upon receipt of a written request from Licensee will provide Licensee On-Site Support at a mutually agreed time. Licensee agrees to pay Licensor mutually agreed additional fees associated with the On-Site Support.

7. TRAINING

Licensor, upon receipt of a written request from Licensee will provide Licensee Training at a mutually agreed time at the offices of Licensor, unless Licensor agrees to conduct the Training elsewhere. Licensee agrees to pay Licensor mutually agreed additional fees associated with the Training.

8. TERM AND TERMINATION

8.1. License Term

The Agreement shall commence on the Effective Date and expires on the Expiration Date. An automatically extension or renewal of The Agreement is expressly excluded.

8.2. Agreement Termination

Licensor shall have the right, at its option, to terminate The Agreement before the Expiration Date (Termination for Cause):

- (a) if Licensee fails to pay any required Educational License Fee, or any Commercial License Fee accrued according to Section 10, or any amount due hereby,
- (b) if Licensee materially breaches any obligation under The Agreement and such breach is not cured within sixty (60) days following receipt of written notice of such breach,
- (c) upon written notice to Licensee in the event that: (i) a petition or action is filed or taken by or against Licensee under any insolvency or bankruptcy law that is not dismissed within sixty (60) days, (ii) a receiver is appointed over the assets or undertakes Licensee, (iii) Licensee enters into a deed of arrangement or makes an assignment for the benefit of creditors, or (iv) Licensee ceases to function as a going concern, or an order is made or a resolution passed to that effect,

except for the purposes of amalgamation or reconstruction.

Licensee shall notify Licensor immediately upon the occurrence of the foregoing events.

Should Licensor be unable to terminate The Agreement because of the provisions of the Bankruptcy Laws applying to Licensee, the trustee or other party in possession of the Licensed Product shall be obligated to protect the Intellectual Proprietary Rights and the Confidential Information constituted by the Licensed Product, by executing a trade secret and confidentiality agreement or returning the Licensed Product and any internal documentation which it may possess to immediately upon request.

8.3. License Termination

8.3.1. If The Agreement is expired, or terminated for any of the foregoing reasons, or cancelled:

- (a) The License of the Licensed Product shall be automatically terminated and Licensee shall immediately cease exercising all rights granted under The Agreement with respect to the Licensed Product. However, the provisions set forth in Sections 12 and 17 shall survive the termination of the License granted by The Agreement.
- (b) Licensor shall have no further obligation to provide any Technical Support or other services hereby.
- (c) Licensee make no further use of Licensed Product, any Licensor's Confidential Information, property, materials and other items, and all copies thereof, belonging to Licensor relating to The Agreement.
- (d) Within ten (10) days after expiration or termination or cancellation of The Agreement, Licensee will promptly deliver to Licensor evidence that the Licensed Product has been either returned or destroyed, including all physical embodiments thereof.
- (e) Licensee shall execute a written acknowledgment of Licensee's compliance with this Section upon expiration or termination or cancellation of The Agreement.
- (f) Licensee shall promptly pay all Educational License Fees due to Licensor at the time of such termination or expiration or cancellation, or all Commercial License Fees due to Licensor at the same time in case that any Commercial License Fees have been accrued according to Section 10.

8.3.2. Nothing contained herein shall limit any other remedies, which Licensor may have for the default of Licensee under The Agreement.

8.3.3. The provisions of The Agreement that by their sense and context are intended to survive performance by either or both parties, together with any accrued payment obligations, shall survive the expiration, termination or cancellation of The Agreement.

8.3.4. The Agreement is executory in nature, and as long as Licensee has any continuing obligations hereby, Licensor shall be entitled to protect Licensed Product, and for this purpose, in the event that Licensee fails promptly to perform any obligation under The Agreement which would fully protect Intellectual Property Rights of the Owner and/or Licensor, Licensee hereby grants to Licensor the right of injunctive relief (without the need to prove this remedy is justified) and the right to repossess the Licensed Product. This right shall continue notwithstanding the expiration, termination, or cancellation of The Agreement

for any reason and is without prejudice to any rights of Licensor accrued hereby.

9. NEW OR SUBSEQUENT AGREEMENTS

9.1. In the event further Licenses of the Licensed Product, or any other software programs determined as Licensed Products, are granted by Licensor to Licensee in accordance with a Quotation and a related Purchase Order, the terms and conditions generally set hereby shall apply to such a Quotation and Purchase Order. The specific terms and conditions set by such a Quotation and Purchase Order together with the general terms and conditions set hereby shall form and be accepted by the parties as The Agreement.

9.2. In the event of such an Agreement no necessity arises for the parties to renew through a further undersigning their commitment to the general terms and conditions set hereby.

9.3. The event such an Agreement concerning the Licensed Product, or such an Agreement concerning software programs licensed there under, is established between the parties, subsequently to The Agreement thereof, suspends during the Term of that subsequent Agreement the obligations of Licensee set in Sections 8.3.1.d and 8.3.1.e.

10. LICENSE FEES AND PAYMENT

10.1. Licensee shall pay Licensor the Educational License Fee for the License of the Licensed Product. Licensee shall pay Licensor the Commercial License Fee for the License of the Licensed Product in case that Licensee violates the restrictions set in Sections 13.1 and 13.2. In case the Commercial License Fee is accrued according to this Section and the Educational License Fee has already been paid to Licensor by Licensee, Licensee shall additionally pay to Licensor not the full amount of the Commercial License Fee, but only the remainder amount resulting from the two License Fees' amounts abstraction. All fees and other charges are exclusive of all taxes, levies, export and import duties imposed by any governmental authority on Licensor's deliveries under The Agreement.

10.2. The Educational and the Commercial License Fee for the License of the Licensed Product and for the Technical Support services shall be stated on the respective Quotation.

10.3. Invoices for all fees or other charges under The Agreement shall be sent to Licensee at the address specified on the Purchase Order. Payment of all invoices shall be made as described on the Quotation.

10.4. Both the Educational and the Commercial License Fee are a commitment for the Term of the Agreement. If Licensee cancels the License prior to the Expiration Date, Licensee remains responsible for the stated Educational License Fee for the remainder of the Term of The Agreement. Furthermore, in the same case of cancellation although the Commercial License Fee has already been accrued according to this Section, Licensee remains responsible for the accrued Commercial License Fee for the remainder of the Term of The Agreement.

11. TAXES

11.1. Licensee shall (in addition to the other amounts payable under The Agreement) pay all taxes imposed by any governmental authority on Licensee.

11.2. Where withholding tax requires to be paid, Licensee shall deduct such withholding tax from the sums specified in Section 10 and Licensee shall:

- (a) ensure that deduction of such withholding tax does not exceed the minimum amount legally required,
- (b) pay to the relevant tax authority to whom such withholding tax have to be paid within the period for payment permitted by the applicable law, the full amounts deducted or withheld,
- (c) obtain an official receipt from the applicable tax authority involved or from a recognized auditor for all amounts deducted or withheld, and
- (d) furnish the said official receipt to Licensor immediately after Licensee has obtained it.

12. OWNERSHIP – PROPRIETARY RIGHTS

12.1. Ownership of Licensed Product

All Intellectual Proprietary Rights, title, interest, and ownership of, in and to the Licensed Product, and any Improvements thereof, and of all other material and information made available by Licensor under The Agreement, including any and all physical embodiments thereof, shall remain the exclusive property of the Owner.

12.2. Intellectual Proprietary Rights of Licensed Product

12.2.1. Licensee agrees that the Licensed Product and all other material and information made available by Licensor under The Agreement, which is not already in the public domain or already lawfully in Licensee's possession, constitute exclusive Intellectual Property and valuable trade secrets of the Owner, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

12.2.2. Licensee also agrees that the contents of the Licensed Product, determined as the structures, logic, data structures, design, processes, procedures, formulas, and algorithms contained in the ordered set of instructions that together constitute the software that may be disclosed by the Licensed Product, constitute exclusive Intellectual Property and valuable trade secrets of the Owner and/or Licensor, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

13. RESTRICTIONS IN USE OF THE LICENSED PRODUCT

13.1. Restrictions

13.1.1. Licensee is licensed to use the Licensed Product solely for internal education and non-profit research purposes. The use of the Licensed Product for paid consulting work of any kind, or for any commercial or personal purposes whatsoever is expressly prohibited unless the Commercial License Fee listed on the Quotation is paid by Licensee in prior.

13.1.2. The use of the Licensed Product by a commercial entity, including its use by such entity for the purpose of evaluating possible purchase of a commercial-use License

is not within the scope of The Agreement. Licensee shall not permit the Licensed Product to be used by or for the benefit of parties outside Licensee's organisation, including without limitation, its use as part of a service bureau. Licensee shall allow access to and permit the use of the Licensed Product solely to the scientific and research personnel (staff and students) which is under his direct supervision, and strictly for the purpose set in Section 13.1.

13.1.3. Licensee is licensed to use the License Manager only on the Designated Computer System, owned or leased for a period at least equal to the Term of The Agreement, and operated by Licensee. The use of the License Manager on any CPU other than the Designated Computer System is expressly prohibited.

13.1.4. Licensee is licensed to use the Licensed Program only on the Designated Computer Network operated by Licensee. The use of the Licensed Program on any network other than the Designated Computer Network is expressly prohibited.

13.1.5. Any distribution, sublicensing, marketing, sale, rent, loan, leasing, transfer, assign, or other disposition by Licensee of the Licensed Product, including any and all physical embodiments thereof, is expressly prohibited.

13.1.6. Any foregoing action by Licensee of the derivative modifications or extensions of the Licensed Product, or of any and all physical embodiments thereof, or of the result of the merging or embedding or bundling of the Licensed Program, or of any and all physical embodiments thereof, is also expressly prohibited.

13.1.7. Notwithstanding anything stated to the contrary, the Licensee agrees not to, at any time:

- (a) reverse engineer, de-compile, disassemble, or otherwise attempt to derive the Source Code for the Licensed Product,
- (b) create source programs or object programs of the Licensed Product, or any part thereof, or other information in tangible form made available pursuant to The Agreement,
- (c) embed software libraries provided as part of the Licensed Product into other software products,
- (d) expose or disclose Owner's application program interface (API), direct interface or any other of the internal interfaces of the Licensed Product to any third party,
- (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in Licensed Product,
- (f) utilize any computer hardware or software designed to defeat the License Manager.

13.1.8. Neither the Licensed Product nor any parts thereof shall be copied or reproduced by Licensee for any purpose outside the purpose of The Agreement, nor shall they be made available for use by Licensee outside the Designated Computer Network, or by any third party, without prior written consent of Licensor.

13.1.9. Notwithstanding the above, Licensee may make copies of the Licensed Product and retain them as version for back-up purposes.

13.1.10. Licensee agrees to permit ownership messages to be printed on computer outputs and computer plots indicating the Licensed Program's name and ownership. Licensee shall not suppress these messages.

13.1.11. Licensee is obligated to acknowledge the use of the Licensed Programs and include the Licensed Programs

logos in all his essays, papers, publications, literature, presentations, reports, press releases or any other documents or materials that display results obtained through the use of the Licensed Programs or relate to the Licensed Programs in general.

13.1.12. Licensee shall not issue any press release that refers to Owner or Licensor, the Licensed Programs or the execution or existence of The Agreement without Licensor's prior written approval.

13.2. Security Mechanisms

13.2.1. Owner reserves the right to embed a software security mechanism within the Licensed Product to (i) monitor usage of the Licensed Product to verify Licensee's compliance with the License, and (ii) detect the installation or use of illegal copies of the Licensed Product or any parts thereof, and collect and transmit data about those illegal copies.

13.2.2. Such a security mechanism may store data relating to the usage of the Licensed Product and the number of times it has been copied, or may communicate with computers or servers controlled by Owner over any type of communications link to exchange communications and report data relating to the usage of the Licensed Product and the number of times it has been copied.

13.2.3. This process does not collect any proprietary information and the data collected will not include any Licensee data created with the Licensed Product.

13.2.4. Owner shall not provide any of the information it gathers in connection with this process to any third party, except (i) as may be required by law or legal process or (ii) to enforce compliance with the License and the lawful use of the Licensed Product.

13.2.5. Owner also uses a hardware lock device, license administration software and a License authorization key to control access to the Licensed Product. Use of the Licensed Product without any required lock device or authorization key provided by Owner or its authorized Distributor is prohibited.

13.2.6. Licensee may not take any steps to avoid or defeat the purpose of any such measures.

13.2.7. By using the Licensed Product, Licensee consent to such detection and collection of data, as well as its transmission and use if an illegal copy or any other unlawful use is detected.

14. WARRANTIES

Each party warrants that it has full power and authority to enter into and perform its obligations under The Agreement, and the person executing The Agreement on such party's behalf has been duly authorized and empowered to enter into The Agreement.

14.1. Right to license

Licensor warrants its right to license the Licensed Product.

14.2. Licensed Product Warranty

Licensor represents and warrants that Licensed Programs and the License Manager delivered by The Agreement will

perform substantially in accordance with the Documentation delivered to Licensee pursuant to The Agreement. In the event the Licensed Product do not conform as specified, upon provision to Licensor with a written report detailing the non-conformance, Licensor's sole obligation under the Licensed Product warranty set forth in this section 14.2 shall be to provide within a reasonable time the response necessary to correct any non-conformance of the Licensed Product to Licensor's specifications of the Licensed Product. In the event Licensor is unable to remedy the non-conformance within a reasonable time period, Licensee's sole remedy shall be the refund of the Educational License Fee for the non-conforming Licensed Product, or the Commercial License Fee in case that the Commercial License Fee has been accrued according to Section 10.

14.3. Warranty Limitations - Disclaimer

14.3.1. The warranty in Section 14.2 constitutes the only warranty with respect to the Licensed Product. Licensor makes not any other representation or warranty of any kind (warranties arising from course of dealing or course of performance included) whether expressed or implied (either in fact or by operation of law), with respect to the Licensed Product and all such additional warranties are hereby disclaimed. The warranty in Section 14.2 allocates risks of Licensed Product failure between Licensee and Licensor. The Licensed Product educational and commercial pricing reflects this allocation of risk and the limitations of liability contained in this warranty. Licensee acknowledges that it has relied on no warranties other than the express warranties in The Agreement. Licensee also acknowledges that the Licensed Programs are tools intended to be used by trained professionals only and they are not substitutes for professional judgment. The Licensed Programs are intended to assist with product design and are not substitutes for independent testing of product stress, safety, and utility. Licensee is responsible for the supervision, management and control of the Licensed Program. This responsibility includes, but is not limited to, the determination of appropriate uses for the License Program and the selection of the Licensed Program and other software to achieve intended results. Licensee is also responsible for establishing the adequacy of independent procedures for testing the reliability and accuracy of any Licensed Program output, including all items designed by using the Licensed Program.

14.3.2. Therefore Licensor makes no warranty, whether expressed or implied, that:

- (a) the use of the Licensed Product will be error-free, uninterrupted, virus-free or secure,
- (b) the Licensed Product will meet the specific needs of Licensee,
- (c) the Licensed Product will be fit for a particular purpose,
- (d) specific results will be achieved with the Licensed Product, or
- (e) all errors or failures will be corrected.

14.3.3. Any other representations or warranties made by any person, including employees of Licensor, which are inconsistent herewith, shall be disregarded by Licensee and shall not be binding upon Licensor.

14.4. Warranty Condition

Licensor shall not have any obligations under Licensor's warranty set forth in Section 14.2 in the event Licensee:

- (a) modifies, changes or alters the Licensed Product, or uses the Licensed Product not according to the related Documentation,
- (b) incorporates, attaches or otherwise engages any attachment, feature, or program to the Licensed Program,
- (c) bundles, embeds or merges the Licensed Product, or any part thereof, in programs not licensed by Licensor.

15. INDEMNIFICATIONS

15.1. Indemnification by Licensor

15.1.1. Licensor will defend, indemnify and hold Licensee harmless from and against any and all claims against Licensee brought by a third party to the extent that the claim is based upon the Licensed Product, used in accordance with The Agreement, infringing a patent or copyright registered at the time of delivery of the Licensed Product to Licensee.

15.1.2. Without limiting the generality of the foregoing, if the Licensed Product becomes, or in Licensor's opinion is likely to become, the subject of an infringement claim, Licensor may, at Licensor's option and expense, either:

- (a) procure for Licensee the right to continue exercising the rights granted to Licensee in The Agreement,
- (b) replace or modify the Licensed Product so that it become non-infringing, or
- (c) refund Licensee the Educational License Fee paid by Licensee to Licensor during the Term of The Agreement for the License of the Licensed Product, or the Commercial License Fee in case that the Commercial License Fee has been accrued according to Section 10, and terminate The Agreement with respect to the Licensed Product by written notice to Licensee.

15.1.3. Notwithstanding the foregoing, Licensor will have no obligation under this Section or otherwise with respect to any claim based upon:

- (a) unauthorized use of the Licensed Product by Licensee,
- (b) use of the Licensed Product in combination with other products, software, or data not supplied by Licensor, if such alleged infringement would have been avoided by the non-combination with such other products, software or data,
- (c) use of any release of the Licensed Product other than the most current official release made available to Licensee, or
- (d) modification of the Licensed Product by any person other than Licensor or Licensor's authorized agents or contractors.

15.1.4. This section states Licensor's entire liability and Licensee's sole and exclusive remedy for infringement claims and actions related to copyrights, patents and other intellectual property rights.

15.2. Indemnification by Licensee

Licensee will defend, indemnify and hold Licensor harmless from and against any third party claims resulting from or relating to:

- (a) any representations, warranties, guarantees, or other written or oral statements made by or on

- behalf of Licensee relating to the Licensed Product other than as made in Documentation, or
- (b) any breach by Licensee of the terms and conditions of The Agreement.

15.3. Indemnification Procedures

Each party's indemnification obligations under this Section are conditioned on the indemnified party:

- (a) notifying the indemnifying party promptly in writing of any such action,
- (b) giving the indemnifying party sole control of the defence thereof and any related settlement negotiations, and
- (c) cooperating and, at the indemnifying party's request and expense, assisting in such defence.

16. LIABILITIES

Except for breach of Owner's and/or Licensor's ownership - proprietary rights, Licensee's restrictions in use of the Licensed Product and any confidentiality obligations of the parties, to the maximum extent permitted by applicable law, neither party shall be liable for any direct, consequential, special, indirect, incidental or punitive loss or damage (including without limitation any costs, expenses, attorney's fees, lost profits, loss of data or costs of procurement of substitute goods or services) suffered by the other party or any other person in any way arising out of or related to The Agreement or performance hereby (as a result of using the Licensed Product or any material, information or Documentation furnished under The Agreement or any product resulting from the use of the Licensed Product), however caused and based on any theory of liability (including negligence), even if the first party has been advised of the possibility of such loss or damage.

17. CONFIDENTIALITY

17.1. Confidential Information

17.1.1. Licensee agrees that the Licensed Product, and all other material and information made available by Licensor under The Agreement, which is not already in the public domain or already lawfully in Licensee's possession, constitute Confidential Information.

17.1.2. Licensee also agrees that the contents of the Licensed Product, determined as the structures, logic, data structures, design, processes, procedures, formulas, and algorithms contained in the ordered set of instructions that together constitute the software that may be disclosed by the Licensed Product, constitute Confidential Information.

17.1.3. The parties agree that Confidential Information shall also mean any and all information, including but not limited to technical, commercial and organisational information that is exchanged between the parties for the purpose of The Agreement.

17.2. Non-Use and Non-Disclosure

17.2.1. The parties agree to maintain in confidence and shall:

- (a) use at least the same degree of care that it uses with respect to its own Confidential Information, but in no event less than a reasonable degree of care to avoid disclosure,

- (b) not disclose Confidential Information in total or in part to any unauthorised party, being all organisations and individuals except those of the receiving party's permanently employed staff or consultants, or their scientific and research personnel (staff and students), as the case may be, who, on a need-to-know basis, work with the Confidential Information,
- (c) disclose Confidential Information only to third parties who have entered into written confidentiality agreements with the receiving party prior to any disclosure of Confidential Information and to whom such disclosure has been previously authorized in writing by the disclosing party,
- (d) promptly report any impermissible disclosure or use of any Confidential Information to the disclosing party,
- (e) may make a reasonable number of copies of Confidential Information solely as necessary to perform its obligations under The Agreement, and
- (f) use Confidential Information only as contemplated in The Agreement.

17.2.2. The receiving party is responsible for the safekeeping of the Confidential Information to prevent disclosure. The receiving party is further responsible to inform its staff and consultants, or its scientific and research personnel (staff and students), as the case may be, handling the Confidential Information of the confidential nature of the Confidential Information, and to ensure that its staff and consultants, or its scientific and research personnel (staff and students), as the case may be, abide by these rules.

17.2.3. The parties shall have an appropriate agreement with their respective staff and consultants, or scientific and research personnel (staff and students), as the case may be having access to Confidential Information, sufficient to enable the parties to comply with all terms and conditions of this Section.

17.3. Exceptions

The obligations of confidentiality and restricted use set forth in this Section shall not apply to:

- (a) information, which the receiving party can show, was in its possession before receiving it from the disclosing party,
- (b) information, which is known to the public other than by breach of The Agreement,
- (c) information, which has been independently developed by the receiving party without reference to any Confidential Information of the disclosing party,
- (d) information, which a party receive from a third party without restraints as to the disclosure thereof,
- (e) information, which has been released for disclosure by the disclosing party by written consent, or
- (f) information, which is required to be disclosed by reason of law or order of a court of a competent jurisdiction. The party requested to disclose such information should beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure.

17.4. Disclosure Remedies

If, through the receiving party's action or lack of action, the Confidential Information should become accessible to unauthorised parties, in full or in part, the receiving party shall at its own expense take reasonable steps to prevent further disclosure. Further, if the disclosing party suffers damage due to the above-mentioned action or lack of action of the receiving party, the disclosing party is entitled to recover full compensation for such damage according to Section 16.

18. MISCELLANEOUS

18.1. Assignment, Change of Control

Licensee may not assign, delegate or transfer any of Licensee's rights or obligations under The Agreement to any third party (including any entity within Licensee's organisational structure, or any other department or seat of Licensee) without the prior written consent of Licensor. Any attempt by Licensee to assign, delegate or transfer Licensee's rights, duties or obligations under The Agreement in derogation hereof shall be null and void. Licensor shall have the right to assign The Agreement to any successor to Licensor's business or assets to which The Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

18.2. Severability

If any provision of The Agreement shall be held illegal, unenforceable, or in conflict with any law, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

18.3. Waiver

All waivers must be in writing, never oral. Any waiver for the entire term of The Agreement is not valid until incorporated into The Agreement in an amendment signed by both parties. Any waiver or failure to enforce any provision of The Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Neither course of dealing nor course of performance shall be considered a waiver of the provisions of The Agreement.

18.4. Independent Contractors

Licensee's relationship to Licensor is that of an independent contractor, and neither party is an agent or partner of the other. Neither party nor such party's agents will have, nor will such party represent to any third party that such party has, any authority to act on behalf of or bind the other party.

18.5. Force Majeure

18.5.1. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of The Agreement if such delay is caused by a labour dispute, shortage of materials, fire, earthquake, flood, state of war, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to

notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

18.5.2. In any case Licensor shall not be responsible for any failure on its part to fulfill any obligations to the Licensee caused by events or circumstances outside Licensor control.

18.6. Compliance with Laws

Each party will at all times comply with all applicable laws and regulations.

18.7. Notices

18.7.1. Notices under The Agreement shall be sufficient if: (a) mailed by certified or registered mail, return receipt requested, (b) sent by facsimile, (c) personally delivered to the parties, or (d) deposited in an internationally recognized overnight carrier.

18.7.2. Invoices shall be (a) mailed by certified or registered mail, return receipt requested, or (b) deposited in an internationally recognized overnight carrier.

18.7.3. Notices by mail or invoices shall be deemed received three (3) days after deposited in the mail office, certified or return receipt requested or the third business day following the deposit of such notice or invoice in an internationally recognized overnight carrier. Notices and invoices shall be sent to the address of such party specified in The Agreement. In addition, either party shall provide each other with accurate information and shall also provide prompt written notice of any changes to such information during the Term of The Agreement.

18.7.4. Any other written communication between the parties relevant to the execution of The Agreement or any performance hereby, including any and all Purchase Orders, Quotations, requests, consents, deliveries, data exchanges etc, shall be executed electronically (via e-mail), by facsimile or by mail sent according to Section 18.7.1 (a) and (d).

18.8. Conflicts

In the event of conflict between the general terms and conditions set hereby and the specific terms and conditions stated of the Quotation, the specific terms and conditions stated on the Quotation shall take precedence.

18.9. Headings

Headings included in the general terms and conditions set hereby are for convenience only and are not to be used to interpret The Agreement between the parties.

18.10. Entire Agreement, Amendments

The Agreement, formed by the general terms and conditions set hereby and by the specific terms and conditions stated on the Quotation and accepted by the Purchase Order, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous proposals, representations, agreements, understandings and communication, whether written or oral. The Agreement may only be modified by written Amendment signed by both parties, each by its duly authorized representatives.

18.11. Dispute Resolution

In case of any dispute arising out of or relating to The Agreement the parties agree to use mutual efforts to settle the dispute through friendly negotiations before submitting the dispute to Alternative Dispute Resolution as per clause 18.12.

18.12. Governing Law and Jurisdiction

This License Agreement will be governed by the laws of India and the Courts at Bangalore only shall have exclusive jurisdiction on all matters arising out or in connection with this License.

In the event of any dispute arising out of or in connection with The Agreement, the parties agree to submit the matter to conciliation before the Bangalore Mediation Centre, Nyaya Degula Complex, Bengaluru. If the dispute has not been settled pursuant to the said mediation within 30 (thirty) days following the filing of a Request for ADR or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the Arbitration and Conciliation Centre, (Domestic & International), Bangalore at Khanija Bhavan, Bengaluru by one arbitrator. Indian Law shall apply to the merits of the dispute. The seat of the arbitration shall be Bangalore, India and the arbitral proceedings shall be conducted in English language.

In Witness whereof, the parties have caused The Agreement to be executed by their duly authorized representatives who personally warrant their authority to so act, and The Agreement shall be effective on the Effective Date stated on the Quotation.

Licensee

Licensor

Mr. Vivek Alva
(Printed Name)

Stavros Kleidarias
(Printed Name)

Managing Trustee
(Title)

CEO
(Title)

(Authorized Signature)

19/9/2021

(Place, date)

Vivek M Alva
Managing Trustee
Alva's Education Foundation (R)
Moodbidri - 574 227

(Authorized Signature)

19/9/2021

(Place, date)

Director

