

Memorandum of Understanding

This Memorandum of Understanding is executed on the 15th day of February, 2024
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.

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


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


Stavros Kleidarias
Chief Executive Officer
BETA CAE Systems India Pvt. Ltd.

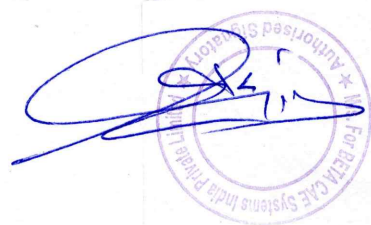
enhance the skill set of the Institute's students in the field of Computer Aided Engineering (CAE).

- 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.


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- 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, trade marks, 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, trade marks, 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.


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- 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.
- 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:** Mr. Stavros Kleidarias
- ii. **Email:** sales@beta-cae.in
- iii. **Designation:** CEO
- iv. **Address:** No.9/1, 1st Floor, Tejas Arcade, Opp St. Theresa Hospital, 1st Main Road, Dr Rajkumar Road, Rajajinagar, Bengaluru 560010

- 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.



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- 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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Stanley K. G. D. R. M. S.
For M/s. BETA CAE Systems India Pvt. Ltd.
BETA CAE SYSTEMS INDIA PVT LTD
[Signature]
Director

[Circular Stamp: BETA CAE Systems India Pvt. Ltd. Authorized Signatory]

[Signature]
Vivek M Alva
Managing Trustee
Alva's Education Foundation (R)
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