

MEMORANDUM OF UNDERSTANDING

BETWEEN

MALNAD COLLEGE OF ENGINEERING
HASSAN

AND

BETA CAE SYSTEMS INDIA PVT LTD

BETA CAE Systems India Pvt. Ltd.

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This Memorandum of Understanding ("MOU") sets forth certain terms and is effective as of 09 August 2023 ("Effective Date"), and is made and entered into by and between:

Malnad College of Engineering, Hassan, established under the ATCTE ACT 1960 (Autonomous from 2007) having its registered office at Malnad College of Engineering, Hassan, Salagame Raod, Hassan 573202, Karnataka (hereinafter referred to as the "**University**", which expression shall include its successors and permitted assigns) of the **FIRST PART**;

and

BETA CAE Systems India Private Limited, a company incorporated under the provisions of the Companies Act, 2013, represented by its Chief Executive Officer, Mr. Stavros Kleidarias, having its registered office at BETA CAE Systems India Pvt Ltd, 9/1, Tejas Arcade, Dr Rajkumar Rd, Rajajinagar, Bengaluru 560010, India (hereinafter referred to as the "**BETA**", which expression shall include its successors and permitted assigns) of the **SECOND PART**.

The purpose of this MOU is to begin and/or to expand a framework of cooperation between University and BETA to support students, educational programs, and/or activities related to the use of BETA CAE Systems software and services. BETA and University have agreed to pursue further discussions relating to future collaboration related to the programs, projects and events set forth on **Exhibit A (the "Purposes")**. Any definitive agreements (if any) resulting from this MOU shall be subject to further negotiations, prior management approval from both parties and execution of the definitive agreements.

1. **TERM AND TERMINATION**. This MOU begins on the Effective Date and expires one (1) year thereafter (the "Term"), unless terminated earlier in accordance with this MOU. Either party, upon thirty (30) days' written notice, may terminate the MOU in whole, or in part, at any time before the date of expiration without liability to the other party.

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2. ACTION ITEMS. BETA and University intend to have further discussions around the terms of potential collaboration in respect of the **Action Items (Exhibit B)**, provided that this MOU does not obligate either party to do or perform any of the Action Items. If, in the course of exploring the potential collaboration in respect of the action items, either party does any act, deed or thing or undertakes any omission which may or may not have the effect of altering such party's position, such party shall be deemed to have undertaken such act, deed or thing or omission at its own risk without any obligation accruing to the other party. The parties understand that if the parties agree to move forward with any of the Action Items, a binding agreement between the parties may need to be signed at that time or standard terms and conditions may need to be agreed to and accepted, as applicable, by one or both parties, before the parties can move forward with any specific Action Item. For example, if any Intellectual Property or other materials is created jointly by the parties in connection with any of the Action Items, a binding agreement governing the rights, obligations and other terms related to the materials will need to be signed by the parties, before the parties start creating materials. Any use of BETA CAE Systems software or services are subject to the BETA CAE Systems Academic Software License Agreement ("SLA").
3. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts BETA or University from participating in similar activities with other agencies, organizations, universities or individuals.
4. FEES AND EXPENSES. Unless otherwise agreed by both parties, each party shall bear all its own costs and expenses with regard to all negotiations, performance, and any other activities relating to the subject matter of this MOU.
5. CONFIDENTIALITY. Each party shall: (i) protect any information provided by the other party that is identified as confidential or that should reasonably be considered confidential ("Confidential Information") in the same manner such party protects its own confidential information; (ii) use Confidential Information for the sole purpose of fulfilling its obligations under this MOU; and (iii) return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MOU. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of

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employees and consultants, customer or partner information, or customer data. In the event the receiving party is required by applicable law to disclose any Confidential Information, the receiving party agrees to limit the disclosure to minimum amount that is legally required to be disclosed. Neither party shall reverse engineer or decompile or disassemble any confidential information received by it from the other party. This clause shall be binding.

6. The parties further agree that neither party, by virtue of disclosure of confidential information, shall be deemed to have transferred, surrendered, assigned or licensed any ownership in such confidential information or any intellectual property rights in such confidential information in favour of the other party. Each party retains absolute and unqualified ownership over its respective confidential information. This clause shall be binding.
7. APPLICABLE LAWS. Each party agrees to comply with all applicable laws, rules and regulations in conducting the Action Items. This MOU shall be governed by the laws existing in force in India and the State of Karnataka. This clause shall be binding.
8. INDEPENDENT ACTORS. Nothing in this MOU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MOU shall not be construed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party. This clause shall be binding.
9. LIMITATIONS OF LIABILITY. Neither party makes a warranty of any kind, expressed or implied, including warranties of merchantability, non-infringement, or fitness for a particular purpose. Except for claims related to a breach of section 5, in no event shall either party be liable hereunder for any consequential, special, punitive, indirect, incidental or exemplary damages or loss of profits, revenues, goodwill, opportunities or cost of replacement goods or services. Notwithstanding any other provision of this MOU, and to the fullest extent allowed under applicable law, each party's liability to the other party or any third party for claims relating to this MOU, whether for breach, negligence, infringement, in tort or otherwise shall be limited to Indian Rupees One lakh (INR 1,00,000) only.

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10. MODIFICATION. Modifications to this MOU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed. This clause shall be binding.

11. ANTI-CORRUPTION.

10.1 The University must not directly or indirectly lobby any government on behalf of BETA. This prohibition includes efforts to influence the formation, adoption or modification of legislation, rulemaking, executive orders, ratemaking or other government policies or programs. In addition, the University must not engage in any activities in BETA's name which constitute procurement lobbying. This clause shall be binding.

10.2 The University commits not to take any illegal acts, deeds or things or omissions while undertaking any acts pursuant to this MOU. Among other things, illegal acts, deeds or things includes actions that qualify as offences under the Prevention of Corruption Act or any act defined as "bribery" or "corruption" under any international or domestic sources of law. The University agrees that such violations include the use of any corporate funds for unlawful contributions, gifts or entertainment. The University will not make, attempt to make, offer or authorize, any unlawful payment, bribe, rebate, payoff, influence payment, kickback or give anything of value to a foreign or domestic government official, non-government partner or customer, for the purpose of influencing an act or decision (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision to obtain, retain, or direct any business. This clause shall be binding.

10.3 The University acknowledges and agrees that any Products, documentation, and technical data or any of their direct products (together, "BETA Materials") are provided subject to compliance with the export control and trade sanctions laws, rules and regulations of the United States and other countries (the "Export Control Laws") and that the requirements of the Export Control Laws may change over time. The University is solely responsible for complying with the Export Control Laws and monitoring any modifications to them. The University represents and warrants that, absent written authorization from the applicable U.S. government agencies, it will not directly or indirectly export, re-export, transfer, or make BETA Materials available: a. in

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or to any restricted location (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of Ukraine), b. to any sanctioned individual or entity who is prohibited from receiving them under the Export Control Laws, or c. to any individual or entity for uses that are restricted under the Export Control Laws. The University will notify BETA promptly if it learns of any breach of this provision. This clause shall be binding.

12. SURVIVAL. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with this MOU. In the event that subsequent legally binding definitive agreements should be executed for the Action Items, the terms of such agreements shall govern the relationship of the parties and automatically supersede any plan or intention which may be expressed in this MOU. Sections 3 through 11 shall survive the termination or expiration of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the later written date below.

BETA CAE Systems India Private Limited

By: _____

Name: Mr. Stavros KLEIDARIAS

Title: CEO

Place/Date:

Hassan, 09/08/2023

MALNAD COLLEGE OF ENGINEERING

By: _____

Name: Dr. Pradeep S

Title: Principal

Place/Date: Hassan

Hassan, 9/8/2023

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EXHIBIT A

PURPOSES

1. Create a sustainable partnership between Malnad College of Engineering and BETA as Industry & Technology partner to enhance the employability of the students of the university departments and constituent colleges of Malnad College of Engineering in Computer Aided Engineering job roles.
2. **Immersive Learning for Students:**
 - a. The courses are designed to encourage applied learning, specializations in Computer Aided Engineering and the Finite Element technologies, where students are evaluated based on understanding concepts and applying product knowledge into application areas. Student project is a representation of technology use in learning and to gain practical knowledge in the domain. Malnad College of Engineering agrees to facilitate organizing projects or interviews to evaluate the understanding and use of BETA Software tools by the students, thereby improve students' understanding and application of concepts.
3. **Faculty Development:**
 - a. Expose faculty members to latest Computer Aided Engineering industry concepts in mechanical and related disciplines.
 - b. Prepare and benchmark faculty members through continuous training and skilling in latest Computer Aided Engineering and Finite Element technologies.
4. **Knowledge transfer:**
 - a. Inviting Malnad College of Engineering top management as speaker/delegates to flagship events like BETA CAE Systems India Open Meetings.
 - b. Inviting Industry experts to Malnad College of Engineering and affiliated colleges for delivering talks on latest Industry trends.

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5. Areas of Engagement:

Setting up of BETA Centre Of Excellence at Malnad College of Engineering, Hassan, to encourage students to adopt Computer Aided Engineering technology in their curriculum

- a. BETA agrees to work with Malnad College of Engineering in setting up an exclusive BETA Centre Of Excellence by granting **free*** BETA CAE Systems software (subject to the BETA CAE Systems Academic Software License Agreement).
- b. Malnad College of Engineering will provide the space and computer hardware required to setup the facility at CEG Campus and MIT Campus.
- c. BETA may support shortlisted student projects.

***free** BETA CAE Systems software licenses are subject to acceptance of and compliance with the BETA CAE Systems SLA. Software and software support services are to be used solely for Educational Purposes(as per the SLA) and shall not be used for commercial, professional or any other for-profit purposes.

Students and educators are eligible for an individual educational license if they are enrolled or employed at a Qualified Educational Institution which has been accredited by an authorized governmental agency and has the primary purpose of teaching its enrolled students.

Qualified Educational Institutions may access free educational licenses for the purposes of learning, teaching, training, research and development that are part of the instructional functions performed by the educational institution.

6. Curriculum Development Support:

- a. It is agreed by and between BETA and the Malnad College of Engineering that BETA shall assist Malnad College of Engineering in creating the curriculum content for the academic year 2023 to 2024. BETA shall extend all co-operation to Malnad College of Engineering to formulate an extensive and suitable curriculum based on BETA's experience in the field of Computer Aided Engineering.

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- b. Malnad College of Engineering & BETA shall jointly work to identify multiple courses in Computer Aided Engineering and Finite Element technologies to integrate digital tools, complementing the existing curriculum.

7. Train the Trainer program:

BETA agrees to work with Malnad College of Engineering to conduct faculty training programs for faculty members of the Institution at Malnad College of Engineering facility. BETA agrees to conduct trainings for identified master trainers from the Institution on the courses that will be integrated with BETA software technologies and develop them into master trainers. The master trainers will then impart the above-mentioned courses to the students.

EXHIBIT B

ACTION ITEMS

1. BETA CAE Systems India Pvt. Ltd.:

- a. BETA agrees to support the University in setting up a BETA Centre Of Excellence by providing **free*** (subjected to Academic Software License Agreement) access to the following BETA CAE Systems Software. University Departments and Constituent Colleges will be provided with the following BETA CAE Systems Software (minimum of 20 licenses for each campus, viz., CEG/MIT/each of the constituent colleges).

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- b. BETA agrees to provide inputs to frame the content based on market needs.
- c. BETA agrees to provide resources to, either in-person or virtually, train master trainers and thereafter supporting Malnad College of Engineering to conduct the courses successfully.
- d. BETA agrees to provide courses, learning and training materials to the instructors.

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- e. BETA agrees to provide support, if required, in reviewing the student project.

2. Malnad College of Engineering:

- a. Malnad College of Engineering agrees to setup an exclusive BETA Centre Of Excellence in the Institution, with a minimum of 20 suitable PC workstations, to train students on latest courses on Computer Aided Engineering and Finite Element technologies.
- b. Malnad College of Engineering agrees to identify and nominate master trainers and prepare them to train students on the latest courses.
- c. Malnad College of Engineering agrees to evaluate the progress and review with BETA at regular intervals.
- d. Malnad College of Engineering agrees to provide BETA with a half yearly progress report on the activities conducted in the BETA CentreOf Excellence.
- e. Malnad College of Engineering shall facilitate the usage of the BETACAE Systems software in the BETA Centre Of Excellence by the students and faculty of University Departments and Constituent Colleges for student projects and other research and development activities.

3. BETA and Malnad College of Engineering agree to cooperate as follows:

- a. An official of Malnad College of Engineering, to be nominated by mutual consent, will coordinate the activities.
- b. Both the parties shall permit their respective experts to contribute in the teaching/training programs conducted by either organization through mutual consent.
- c. Both parties shall obtain permission from the other, prior to the use of respective name and logo in promotional literature and advertising material, in all related joint events organized which are mutually beneficial.
- d. Malnad College of Engineering agrees to organize joint events and skill development programs in partnership with BETA for the benefit of the students

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studying in university departments and affiliated colleges, at mutual convenience.

- e. Any value-added course, whenever offered by Malnad College of Engineering in association with BETA, will adhere to the academic regulations of Malnad College of Engineering Departments in force.
- f. Both parties shall work together to give exposure to students on Industry projects.
- g. Both parties shall work together on identified research projects leading to product innovation. Specific proposals need to be submitted through a separate MOU.

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