



Memorandum of Understanding

Between

Jawaharlal Nehru Technological University Hyderabad
Centre for Spatial Information Technology (CSIT), Institute of Science and Technology
Hyderabad, Telangana, India

And

Hexagon Capability Center India (HCCI) Private Limited, Hyderabad

"Hexagon Capability Center India Private Limited", a company incorporated under the provisions of the Companies Act, 1956, with its office at Plot No 5, Divya Sree Trinity Campus, Hi-tech City, Madhapur, Hyderabad, India – 500 081, hereinafter called the "Hexagon " and represented by **Mr. Ballav Mundra, Chief Financial Officer**, acting in accordance with the Decision of the Board, which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors and permitted assigns of, on one part,

And

Jawaharlal Nehru Technological University Hyderabad, (hereinafter referred to as "JNTUH") having its Campus at Kukatpally, Hyderabad-500085 and represented by **Dr.N.Yadaiah, Registrar, JNTUH** acting in accordance with the University rules/norms, on second part

Recitals.

- a. **Hexagon** is in the business of Software development and other allied business for its Clients worldwide.
- b. **JNTUH** is India's premier teaching cum research oriented University offering various Technological Degrees
- c. Whereas Hexagon and JNTUH is planning to set up a Lab center at JNTUH campus, in order to impart practical knowledge and technical training in the cutting-edge technologies to the students which would enable them to gain hands on experience in the latest technologies employed in the Industries
- d. Whereas JNTUH, Hexagon under its CSR policy is committed to expose students to the state of art technologies, including in the areas of navigation and other related applications which benefits the students in particular and the society in general by contributing to educational infrastructure, training and facilities through partnership with institutions, colleges, universities, and government, quasi-government and private establishments.

Now this memorandum witnesses as follows:

1. Hexagon and JNTUH have agreed in principle to jointly setup a Lab at JNTUH campus each with the following responsibilities:
 - a. Responsibilities of JNTUH:
 - i. create/provide a proper Lab space in their campus to accommodate around 20 persons
 - ii. equip the Lab with proper furniture, light/electrical fittings, Lan and Internet cabling/connectivity
 - iii. to procure the required software licenses that are necessary for the training
Any other expenses that may be required for an efficient functioning of the Lab which may be mutually discussed and agreed
 - iv. Create a placeholder on roof top for hosting GNSS antennas. A small pillar and permanent stairs to be constructed to support installation and maintenance of the antennas.
 - b. Responsibilities of Hexagon:
 - i. Provide desktops with monitors with appropriate configuration with OS and Office 2010 licenses as found relevant by JNTUH
 - ii. Provide upgrades on hardware/software on need based as mutually agreed
 - iii. Provide funds for GNSS Antennas, Receivers and needed RF cables as found relevant by JNTUH
 - iv. any other expenses that may be required for an efficient functioning of the Lab which may be mutually discussed and agreed
2. **Confidentiality:** Each Party shall maintain complete confidentiality of any information of the other, disclosed ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing). Both Parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever may be strictly necessary for the performance of this Agreement.
3. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any Hexagon proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or development conceived, developed, contributed, distributed or made by Hexagon hereunder, and all customizations, enhancement and modifications thereof, shall always remain with Hexagon and will not be transferred from Hexagon to JNTUH on account of use of the same as part of any work under this Memorandum and in no event shall either party be liable for any indirect, incidental, special, consequential damage, including, but not limited to, loss of profits, revenue, data or use, incurred by the other Party in connection with, arising out of or under this Memorandum for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the Parties.

4. Neither this Memorandum, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both Parties agree that this Memorandum represents a nonexclusive relationship between the Parties and nothing contained herein shall preclude either Party from participating / initiating similar relationship with third parties in future.
5. Neither Party shall issue any press release, public announcement or other such disclosure concerning this Memorandum without the other Party's prior written consent as to such release or announcement.
6. This Memorandum may not be amended without the prior written consent of both the Parties.
7. This Memorandum shall be effective for 3 years from "11-09-2017 to 10-09-2022 ". This Memorandum can be renewed based on mutual convenience at any point in time.
8. **Governing Law:** This Memorandum shall be governed by the laws of India, and the Courts in Hyderabad shall have exclusive jurisdiction.
9. **Termination:** Either Party can cancel or terminate this Memorandum unilaterally (and without reason), by giving an advance written notice of one (1) month to the other Party.
10. **Notices:** All notices, requests, demands and other communications under this Memorandum or in connection herewith shall be given to or made upon the respective Parties as follows:

Hexagon : Chief Financial Officer,
Hexagon Capability Center India Private Limited
Plot No 5, Divya Sree Trinity Campus,
HITECH City, Madhapur, Hyderabad, India – 500 081.

JNTUH : Registrar,
Jawaharlal Nehru Technological University Hyderabad,
Kukatpally, Hyderabad-500 085.

Or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Memorandum shall be in writing by letter, fax or telegram.

11. **FORCE MAJEURE:**

If either of the two Parties is prevented, restricted, delayed or interfered because of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;

- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labor disputes which are not instigated for avoiding obligations herein; or
- e) Any other circumstances beyond the reasonable control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.


Each of the Parties agrees to give written notice to the other Party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure as soon as possible, but not later than three (3) business days from the moment it became aware of.

12. **Indemnity:** Each of the Parties shall defend, indemnify and hold the other Party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein.

In witness, whereof the Parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

Hexagon

Hexagon Capability Center India Private Limited,
Plot No 5, Divya Sree Trinity Campus, Hitech City,
Madhapur, Hyderabad, India – 500 081.

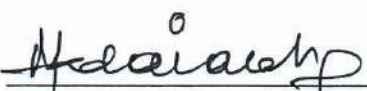


(Signature)

Mr. Ballav Mundra
Chief Financial Officer - HCCI

JNTUH

Jawaharlal Nehru Technological University (H),
Kukatpally,
Hyderabad-500 085.



(Signature)

Mr. Dr. N. Yadaiah
Registrar, JNTU Hyderabad

11/9/17