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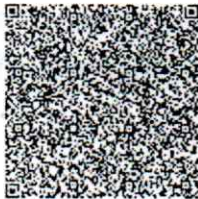
INDIA NON JUDICIAL

Government of Karnataka

Rs. 20

e-Stamp

Certificate No. : IN-KA39431118538266U
Certificate Issued Date : 16-Feb-2022 12:52 PM
Account Reference : NONACC (FI)/ kaksfcl08/ CHIKKMAGALUR5/ KA-CG
Unique Doc. Reference : SUBIN-KAKAKSFCL0817286856311480U
Purchased by : CAPULUS TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 12 Bond
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : ADICHUCHANAGIRI INSTITUTE OF TECHNOLOGY
Second Party : CAPULUS TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Paid By : CAPULUS TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 20
(Twenty only)



Please write or type below this line

Memorandum of Understanding between Adichunchanagiri Institute of Technology and Capulus Technologies Private Limited

This Memorandum of Understanding (the "MOU") is made and entered into on
16th February 2022 (the "Effective Date"),

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holders. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.



BY AND BETWEEN

Adichunchanagiri Institute of Technology (hereinafter referred to as "AIT"), a Technical Educational Institution affiliated to Visvesvaraya Technological University, Belagavi and Recognized by All India Council for Technical Education, New Delhi, as the **FIRST PART**

AND

Capulus Technologies Private Limited (hereinafter called "CapulusTech"), a company incorporated under Companies Act, 2013 (Corporate Identification Number U72900KA2017PTC103203) and having its registered office at 2nd Floor, SVK Complex, Basavanahalli Main Road, Chikmagalur KA 577101, which expression shall, where the context so admits, be deemed to include its authorized representatives, successors and assignees, as the **SECOND PART**

(**AIT** and **CAPULUS TECH** shall be individually referred to as a "Party" and collectively as "Parties".)

WHEREAS, CapulusTech is in the business of Information Technology Services helping companies, industries, institutions and government manage complexities in their operations by empowering them with smart technology solutions. The company is recognized and certified under StartUp India, an Initiative of Government of India and StartUp Karnataka, an Initiative of Government of Karnataka.

WHEREAS

Both parties agree to get into a reliable **Industry - Academia Partnership** to have a meaningful and fruitful engagement in terms of innovation and development of research links. Through these partnerships Industry gains work-ready talent with specialist knowledge and educational institutes benefit by having opportunities to work on relevant real-time challenging problems and use-cases to solve by applying technologies.



The proposed collaborative program will provide students with the opportunity to get involved in the development of tech innovations with the company while getting practical exposure to real-time projects. And students get a first-hand look at the process, gaining valuable knowledge and experience that employers seek in future employees. This mutually beneficial partnership at its best form can produce ground-breaking research and innovation that solves complex problems, drives economic growth, and creates a more skilled workforce.

WHEREAS

Both parties agree that this MOU should not establish or create any type of obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to Industry - Academia Partnership.

WHEREAS

It is agreed that, Capulus Technologies will engage and AIT will facilitate the students into various activities over the time, subject to feasibility of both parties, including but not limited to the following:

1. By effectively implementation of Project Based Learning Model, students are provided opportunities to involve in research based and application based real-time projects where they can learn and contribute at the same time.
2. Practical Hands-on sessions on creating full stack application solutions, to bring their ideas into life.
3. Providing resources like development platforms and release platforms to students who have come up with promising work and want to deploy their solution for public use.
4. Provision for pilot implementations in real world scenario.
5. Internships for selected students within Company's Workspace.

To nurture creative and critical thinking among students:

1. CapulusTech on a regular basis, subject to feasibility, identifies top performers, creative thinkers, active participators and appreciates them with suitable rewards and certificates.



2. Hackathons & Competitions can be conducted with the collaborative efforts of both AIT and CapulusTech.
3. Frequent Brainstorming sessions with relevant stakeholders on possibilities of Technology Adoption and solutions for various society-oriented problem statements.
4. Knowledge sharing sessions on Emerging Technologies.

CapulusTech, to the best of its abilities and subject to feasibility, tries to engage students in the technologies including but not limited to Machine Learning & A.I, Computer Vision, Image Processing, Web & Mobile Application Development, Internet of Things, Smart Mobility Tech and EdTech.

WHEREAS

College has agreed to Identify a senior in-house faculty to be **Program Officer/s** and provide full commitment for the successful outcomes of the program. CapulusTech will identify students from different academic years and engineering streams to be appointed as **co-ordinators** for ease of operations and communication.

College may require to conduct activities and events for creating awareness of the program for better outcome, enabling prospective students from the institute to submit their candidature for the said program.

College may have to arrange some facilities for the proper operations of the program which includes a suitable workspace, access to students, WiFi and Internet Connectivity, Workstations with recommended specifications, Projector or Display, Whiteboard etc.,

WHEREAS

This MOU between AIT and CapulusTech will not entail any kind of financial obligation between the parties. Any such activities or events requiring capital infusion which arises outside the purview of this document, such as Certification Courses etc., they will be executed through separate MOUs.

Any investment made by the Institute towards enhancing the facilities in the campus towards the program will be considered for the betterment of the



outcome of the program and the students and not for the benefit of the company itself. The Company has no intention to involve in any kind of business relationship with the institute under the purview of this MOU.



General Understandings of this MOU:

Both Parties agrees as follows:

1. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfilment of the purpose of the MOU.
2. It is not the intent of this MOU to restrict the Parties to this agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
3. This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.
4. The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain this partnership.

Intellectual Property Rights

Each party shall ensure that the trademarks, trade names, copyrights, logos, devices, data, documents, source code and other Intellectual Property (IP) belonging to opposite party shall be handled with at most care and do not violate the Non-Disclosure clauses.

For any avoidance of doubt, each party WILL NOT:

1. Copy the Intellectual Property of other party
2. Distribute copies of any Intellectual Property of other party
3. Modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works or improvements based on any Intellectual Property of other party.

Both the parties acknowledges and agrees that it does not and shall not, nor shall it be deemed to acquire at anytime hereafter any right, title or interest whatsoever in, to or over any of the IPRs (Intellectual Property Rights) of the other party. Both the parties hereby agrees and undertakes that it shall not claim or assert right,



title or interest in, to or over all or any of the other party's IPRs or take any action which shall or may impair any right, title or interest of the other party's IPRs.

Confidentiality

CapulusTech and AIT agree to keep confidential all information shared with each other and will disclose the same to a third party only after taking prior written consent of the other. This clause excludes information available in public domain. The confidentiality provisions of this MOU shall remain in full force and effect during the term of this MOU and 12 months thereafter.

During the continuation of this MOU, the parties will share confidential information with each other. The parties will not, during or subsequent to the term of this MOU,

- I. Use or copy the confidential information for any purpose whatsoever other than the purpose mentioned under this MOU or
- II. Disclose the confidential information to any third party. Both the parties agree that all confidential information will remain the sole property of the disclosing party. The parties agree to take all reasonable precautions to prevent any unauthorized disclosure of such confidential information, including but not limited to, having each of the party's employees and contractors, if any, with access to any confidential information execute a non-disclosure agreement.

Limitation of Liability

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.



Nothing in this MOU excludes or limits either party's liability for:

1. Negligence, fraud or misconduct
2. Death or personal injury resulting from negligence of either party or their employees, agents or representatives
3. Misuse or unauthorized disclosure of confidential information and IP covered under NDA/s
4. Breach of third party intellectual property rights
5. Indemnification obligations hereunder; and
6. Matters which cannot be excluded or limited under applicable law.

Subject to aforesaid, neither party will be liable under in connection with this MOU for any other special, indirect, consequential, incidental or punitive loss, damage or expense suffered or incurred by the other party.

Return of Materials

Upon the termination of this MOU, both parties will deliver to the other party all of its property, in any form, including but not limited to all the physical and intellectual properties, promotional materials, electronically stored information, passwords, access, confidential information the recipient party may have in its possession.

Dispute Resolution

Efforts will be made by the parties to resolve disputes amicably through discussion. In the event of any dispute or difference relating to the interpretation and, application of the provisions of this MOU, such dispute or difference shall be jointly referred to by the Parties.



Non Exclusivity

Nothing in this MOU shall mean or shall be construed to mean that any of the party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.

Term

This Agreement shall commence upon the Effective Date, as stated above, and will continue until termination of this MOU by either parties.

Termination

This Agreement may be terminated at any time by either Party upon 60 days written notice to the other Party.

Representations and Warranties

Both Parties represent that they are fully authorized to enter into this MOU. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

Severability




In the event any provision of this MOU is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MOU and all other provisions should continue in full force and effect as valid and enforceable.



Entirety of Agreement

The Parties acknowledge and agree that this MOU represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the clauses set forth above, for the successful outcome of the purpose of this MOU, as demonstrated by their signatures as follows:

<p>For, Capulus Technologies Pvt Ltd</p> <p>For Capulus Technologies Pvt. Ltd.</p> <p> Director</p> <p></p> <p>Nithin Kamath Executive Director, Capulus Technologies Pvt Ltd</p>	<p>For, Adichunchanagiri Institute of Technology,</p> <p></p> <p>Dr. C.T. Jayadeva Principal, Adichunchanagiri Institute of Technology</p>
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