

MEMORANDUM OF UNDERSTANDING**between****3Frames Software Lab Pvt Ltd and Indian Institute of Technology, Mandi, Himachal Pradesh**

This MEMORANDUM OF UNDERSTANDING (Hereinafter referred to as the MOU) is entered on this 08th November 2022 (hereinafter referred to as the Effective Date) by and between 3Frames Software Lab Pvt Ltd, a Company Incorporated under the Laws of the Republic of India, having its principal place of business at MNR Pride, No. 14, 4th Floor, Old Airport Road, Domlur Layout, Bangalore, KA - 560 071 and represented by its authorized signatory Rama Krishna Venigalla (Hereinafter referred as "3Frames" which expression shall include its successors and permitted assignees)

And

Indian Institute of Technology Mandi Himanchal Pradesh with its registered address at IIT Mandi, Parashar Road, Tehsil Sadar, Near Kataula, Kamand, Himachal Pradesh 175005 and and represented by its Dr. Arnav Bhavsar Vinayak (hereinafter referred to as "IITM" which expression shall include its successors and permitted assignees),

IITM and 3Frames shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

WHEREAS

A. IITM is one of the leading technology educational institutes in India and part of the renowned IITs with strong academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, IITM has established partnerships with various organizations.

B. Whereas, 3Frames is a mobile technology Company and further wishes to enhance its research capabilities in mobile and other related technology through strategic alliances with like-minded institutions.

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein and the Parties shall at all times work towards the common benefit of the Parties and agree to use their best endeavor to ensure the success of this Memorandum of Understanding.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1**SCOPE OF COLLABORATION**

1.1 The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations, and national policies from time to time in force, will endeavor to strengthen, promote, and cooperate for mutual benefit.

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1.2 Each Party has agreed upon and will endeavor to take necessary steps to encourage and develop consulting services, advisory services, project execution, and internship for students at 3Frames. The proposed activities are detailed and attached in Appendix A of this Memorandum of Understanding.

1.3 The Parties agree that the list of activities attached in Appendix A and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

1.4 Each collaborative activity undertaken by the parties hereunder shall be initiated by the signing of a separate agreement between the parties, which will describe in detail:

- a) The nature, scope, and schedule of the activities.
- b) The form of the research collaboration.
- c) The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d) Other provisions may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes, and applicable law.

ARTICLE 2

IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The coordinators will serve as the contact person will be responsible for implementing the decisions and ensuring that necessary approvals are in place, and overseeing the activities proposed under this MOU.

ARTICLE 3

FINANCIAL ARRANGEMENT

3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to their respective academic and commercial activities under this Memorandum of Understanding. However, 3Frames if required shall provide financial assistance for certain collaborations between 3Frames and IITM at its sole discretion pertaining to the below activities. Any financial assistance required will be subject to the written approval of 3Frames:

- a. For Funded Projects/Consultancies
- b. For Industry Supported Student Projects for MTech Students for a period of about 10 months (jointly guided by IITM and 3Frames)
- c. For Student Internship
- d. For Material Assistance as and when required



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3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific research program(s) on a specific budget.

3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding shall be owned by 3Frames and a separate Agreement shall be entered between the Parties for this purpose.

ARTICLE 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1 The protection of intellectual property rights shall be assigned and enforced in accordance with Indian Laws.

4.2 The use of the name, logo and/or official emblem of IITM and/or 3Frames as the case may be, on any publication, document and/or the paper is prohibited without the prior written approval of the respective Party.

4.3 The intellectual property rights in respect of any technological development, products and services development, developed:

i. jointly by the Parties or any research results obtained through the joint activity effort of both the Parties, shall be addressed on a case-by-case basis under separate written agreements.

ii. solely and separately by IITM or 3Frames or any research results obtained through the sole and separate effort of IITM or 3Frames, as the case may be, shall be solely owned by the Party concerned; and

iii. rights in intellectual property developed by students during an internship with 3Frames shall be owned by 3Frames and all the students involved in such developments shall execute a separate Assignment Agreement to ascertain the ownership of the Intellectual Property Rights.

4.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

ARTICLE 5

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create and is not intended to constitute or create obligations under any law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 6

REVISION, MODIFICATION, AND AMENDMENT

6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.



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6.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.

6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.

6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 7

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 8

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party. This MOU shall be governed under the laws of Republic of India and courts in Bengaluru shall have exclusive jurisdiction to resolve any disputes.

ARTICLE 9

CONFIDENTIALITY

i. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within Seven days of disclosure and identified as confidential by the disclosing party.

ii. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:

1. is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
2. is already known or become known to the receiving party
3. is received from a third party having no obligations of confidentiality to the disclosing party,
4. is independently developed by the receiving party; or
5. is required to be disclosed by law or court order.



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ARTICLE 10**NON-EXCLUSIVITY**

The relationship of the parties under this MoU shall be nonexclusive and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

ARTICLE 11**DURATION AND TERMINATION**

11.1 This Memorandum of Understanding shall come into force on the effective date of mentioned above and shall remain in force for a period of 2 years subject to review and modification as mutually agreed upon.

11.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.

11.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty. Both Parties shall have the right to terminate this MOU by providing 30 days' written notice for any breach or default under this MOU.

11.4 Such notice of termination does not affect any individual students who have already commenced or been accepted for an internship with 3Frames.

ARTICLE 12**NOTICES**

Any communications under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number or as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To IITM

Attention to: XXX

To 3Frames

Attention to: XXXX

ARTICLE 13**RELATIONSHIP OF THE PARTIES**

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13.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.

13.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 14

FORCE MAJEURE

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

ARTICLE 15

GENERAL

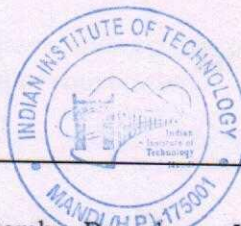
15.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.

15.2 Neither Party must make false or misleading representations or statements.

15.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the prior written approval of the other Party.

15.4 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.

15.5 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of cooperation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.



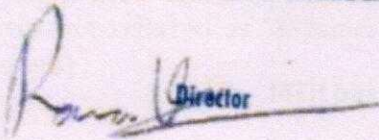
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IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding.

SIGNED FOR AND ON BEHALF OF
3Frames Software Lab Pvt Ltd

For 3FRAMES SOFTWARE LABS PRIVATE LIMITED


Director

SIGNED FOR AND ON BEHALF OF
Indian Institute of Technology Mandi



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APPENDIX A**THE LIST OF ACTIVITIES BETWEEN PARTIES**

Terms of co-operation

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity. The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.

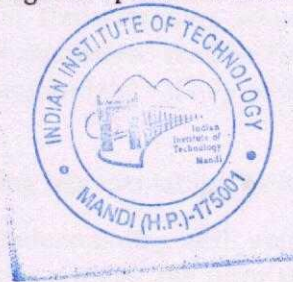
TECHNICAL AREAS OF COLLABORATION:

The principal technical areas of collaboration between 3Frames and IITM –

- a. Deep Learning & Machine Learning
- b. Robotics
- c. Drones etc.

PROPOSED MODES OF COLLABORATION: 3Frames and IITM propose to collaborate through:

- a) Collaborating and executing R&D projects, which may be carried out wholly at 3Frames or on premises of IITM
- b) Collaborating with IITM faculties for research projects of 3Frames in relevant areas.
- c) Facilitating eligible employees of 3Frames for doing research work in IITM.
- d) Any other appropriate mode of interaction agreed upon between the Parties.



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