



Memorandum of Understanding

Between

SREENIDHI INSTITUTE OF SCIENCE & TECHNOLOGY,

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

Sreenidhi Institute of Science & Technology, Hyderabad, (hereinafter referred to as "SNIST") having its Campus at Yamnampet, Ghatkesar, Hyderabad, Telangana 501301 and represented by **Dr. Siva Reddy, Princial - Sreenidhi Institute of Science & Technology**, acting in accordance with the college rules/norms, on second part

Recitals.

- a. Hexagon is in the business of Software development and other allied business for its clients worldwide.
- b. SNIST is India's premier teaching cum research-oriented college offering various technological degrees
- c. Whereas Hexagon and SNIST are planning to set up a SDx lab, which the students and faculty can explore along with mentors from Hexagon to enable industry-ready engineers to graduate from this institute
- d. Whereas Hexagon under its industry academia collaboration initiative, is committed to expose students (from the engaged colleges) to the state of art technologies, including in the areas of Digital twin, software engineering practices 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 SNIST have agreed in principle to collaborate jointly to setup Hexagon solutions lab, each with the following responsibilities:
 - a. Responsibilities of SNIST:
 1. Create/provide a proper lab space and hardware in their campus to accommodate students and professors working on the use cases provided by Hexagon
 2. Dedicated POC for continues engagement with Hexagon to ensure the optimum utilisation of the lab.
 3. Adding a Hexagon technology course as part of value added courses and in future.
 - b. Responsibilities of Hexagon:
 1. Provide required software to Setup Hexagon solutions lab in SNIST campus
 2. Conduct training to the students/ faculty.
 3. Hexagon will assess the completion of the training and offer certification.
 4. Hexagon will design a customized course curriculum for SNIST
 5. Provide internship opportunities for the students to work on the customer project requirement / used cases.
 - a) Hexagon will join the assessment process for such solutions.
 - b) Hexagon to provide mentors who can guide the students on specific problem statements
 6. Provide opportunities to students to participate in Hackathons organized by Hexagon
 7. Explore possibilities for internship and hiring for the SNIST students within Hexagon
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 here under, and all customizations, enhancement and modifications thereof, shall always remain with Hexagon and will not be transferred from Hexagon to SNIST 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, not 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 2 years from "01-APR-2022 to 31-MAR-2024". 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.

SNIST : Principal - Sreenidhi Institute of Science & Technology,
Yamnapet, Ghatkesar, Hyderabad, Telangana 501301

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.

SNIST
Sreenidhi Institute of Science & Technology,
Yamnampet, Ghatkesar, Hyderabad, Telangana
501301



(Signature)
Mr. Ballav Mundra,
Chief Financial Officer - Hexagon



(Signature)
Dr. T Ch Siva Reddy,
Principal - Sreenidhi Institute of Science &
Technology