

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding, dated as of 8th day of July, 2021 (the "Memorandum") is entered into

BETWEEN

Samsung R&D Institute India-Bangalore Private Limited ("SRI-B") having its registered office at 2870, Phoenix Building, Bagmane Constellation Business Park, Outer Ring Road, Doddanekundi Circle, Marathahalli Post, Bangalore – 560 037 of the ONE PART.

AND

Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Rajiv Gandhi Road, Chennai, Tamil Nadu 600119 (hereinafter referred to as "Sathyabama Institute of Science and Technology") of the OTHER PART.

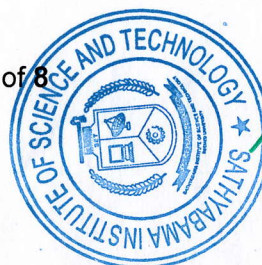
Whereas:

- a) SRI-B is engaged in the development of software and applications for cellular phones, tablets, laptops, computers and other information technology and telecom products;
- b) Sathyabama Institute of Science and Technology is one of the reputed University in the State of Tamil Nadu.
- c) SRI-B and Sathyabama Institute of Science and Technology desire to collaborate with each other in the technology areas of mutual interest and pursue industrial /application oriented research and engineering development activity.
- d) To record this arrangement, the parties are entering into this Memorandum.

The parties therefore agree as follows:

1. Definitions

- 1.1 "Claim(s)" means all third-party claims, actions, demands, proceedings, damages, costs (including attorney's fees) and liabilities of any kind;
- 1.2 "Confidential Information" means all non-public information that each party designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include (i) that was known to a party prior to the disclosure by the other party to it, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (iii) has been independently developed by receiving party without access to disclosing party's Confidential Information or (iv) information that becomes publicly available through no fault of such party.
- 1.3 "Deliverables" means all Intellectual Property or other work product or material including software, report, design, programme, specification, documentation, manual developed by Sathyabama Institute of Science and Technology for SRI-B under this Memorandum.
- 1.4 "Intellectual Property" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: copyrights, trade secrets and service marks, patents, inventions, designs, mask works, "moral rights", and publicity rights."



- 1.5 "Open Source Software" means publicly available and accessible software which can be used, modified and further developed by everybody in compliance with the relevant publicly available underlying licence terms and conditions.
- 1.6 "Personal Information" means any information that relates a natural person, which either directly or indirectly, in combination with other information available or likely to be available with a party, is capable of identifying such person.
- 1.7 "R&D Work" means Research and Development work provided or otherwise performed by Sathyabama Institute of Science and Technology under this Memorandum.
- 1.8 "Sathyabama Institute of Science and Technology Intellectual Property" means Sathyabama Institute of Science and Technology's pre-existing or independently developed proprietary tools, process or Intellectual Property.

2. Objective of Memorandum:

The parties agree to strive to achieve the following objectives:

- 2.1 To collaborate for promotion of research and education as part of industry-academia partnership.
- 2.2 To provide practical research and development topics to the students/researchers of Sathyabama Institute of Science and Technology to enable them to take up studies/research projects which are relevant to industry.

3. No Monetary Consideration

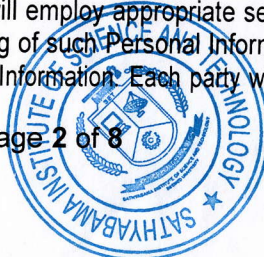
Either party is not obligated to pay any monetary consideration to the other party for performing its obligations under the Memorandum.

4. Scope of Memorandum:

- 4.1 The detailed scope of this Memorandum is as described under **Exhibit-A** annexed to this Memorandum.
- 4.2 Sathyabama Institute of Science and Technology will carry out all the R&D Work to be carried out at the premises of the Sathyabama Institute of Science and Technology by utilizing Sathyabama Institute of Science and Technology's resources and infrastructure facilities.
- 4.3 SRI-B, if required, will provide necessary technical guidance/training to the students and faculty of the Sathyabama Institute of Science and Technology in relation to R&D Work.
- 4.4 Faculty of the Sathyabama Institute of Science and Technology needs to guide students of the University as part of R&D Work.

5. Confidentiality:

- 5.1 At all times during the term of the Memorandum and for five years thereafter each party will hold in strictest confidence and will not use or disclose to any third party, any Confidential Information of other party disclosed under this Memorandum.
- 5.2 Each Party may use or process Personal Information provided by a party to the other party for the purposes relating to the Memorandum. Each party will employ appropriate security measures designed to protect against unauthorized or unlawful processing of such Personal Information and against accidental loss or destruction of, or damage to, such Personal Information. Each party will act on the instructions of the other



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party relating to such Personal Information and save as required by law or the order of competent court or tribunal.

6. Term and Termination

6.1 Term.

This Memorandum commences from the date mentioned in the introductory clause above and will continue for a period of 3 years. This term of this Memorandum may be extended or reduced by a written and signed amendment.

6.2 Termination for cause:

Either party may terminate this Memorandum on the other party's material breach of this Memorandum. The non-breaching party must give 30 days' written notice and the opportunity to cure its breach. Either party may immediately terminate this Memorandum on written notice of breach of Section 5 (Confidentiality) of this Memorandum.

6.3 Termination for Convenience

Either party may terminate this Memorandum, at any time without cause by providing 30 days' written notice.

6.4 Effect of termination.

Each party will return the Confidential Information and property of the other within 30 days of the effective date of termination of this Memorandum unless otherwise instructed.

7. Ownership and use of the parties' respective Intellectual Property

7.1 Ownership of pre-existing Intellectual Property: Each party will own and retain all rights to its pre-existing Intellectual Property and any Intellectual Property developed outside of the Scope under this Memorandum.

7.2 SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's use of non- SRI-B Intellectual Property: Sathyabama Institute of Science and Technology will obtain SRI-B's express written consent before using any Sathyabama Institute of Science and Technology's Intellectual Property or third party Intellectual Property while performing the R&D work.

7.3 Ownership of Deliverables:

- (a). Ownership of Intellectual Property Rights in Deliverables. All Deliverables are "work made for hire" for SRI-B under the applicable copyright law subject to SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's retention of its rights in any SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY Intellectual Property as provided in this Section 7 (Ownership and use of parties respective Intellectual Property); To the extent any Deliverables do not qualify as work made for hire, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY assigns all right, title and interest in and to the Deliverables, including all Intellectual Property rights, to SRI-B. The SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY waives, and agrees not to assert, any moral rights that may exist in the Deliverables.
- (b). SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's Assistance: SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY promptly discloses to SRI-B in writing, any inventions, works of authorship, improvements, developments or discoveries conceived, authored, made or reduced to practice by SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY either solely or in collaboration with others, in connection with performing the R&D Work. At SRI-B's request and expense, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will sign documents and take any other action reasonably necessary to evidence, perfect, or protect SRI-B's rights in the Deliverables.



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SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will cooperate with SRI-B in the filing and prosecution of any copyright, trademark or patent applications that SRI-B may choose to file on the

Deliverables or inventions and designs relating to the Deliverables. SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will not challenge or interfere with any SRI-B applications relating to the Deliverables or file any applications on its own behalf.

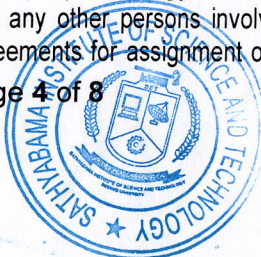
8. Rights and Obligations of the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

8.1 Rights of the Sathyabama Institute of Science and Technology:

- (a). The Sathyabama Institute of Science and Technology may publish, solely for the academic purpose, the results of its R&D Work under this Memorandum in accordance with the standard academic practice, subject always to prior explicit written consent of SRI-B. The Sathyabama Institute of Science and Technology shall submit to SRI-B in writing a copy of the proposed publication any employee or student intends to publish, at least sixty (60) days prior to the date of planned publication for the purpose of obtaining express prior written consent of SRI-B.
- (b). SRI-B may:
 - (i). Require from the Sathyabama Institute of Science and Technology to delay the proposed publication for a maximum of three (3) months after receipt of the request for written consent to publication, if, in SRI-B's reasonable opinion, that delay is necessary in order to seek patent or similar protection for the R&D Work and the results of R&D Work or any SRI-B's pre-existing intellectual property; or
 - (ii). Prevent the publication or request such modification to protect SRI-B's intellectual property rights, SRI-B's pre-existing intellectual property rights, confidential information or business interests; or
 - (iii). Request that the work proposed to be published is held on restricted access and not made publicly available, to the extent necessary for the protection of SRI-B's intellectual property rights, SRI-B's pre-existing intellectual property rights, confidential information or business interests.
- (c). SRI-B shall send the Sathyabama Institute of Science and Technology its written consent to the publication or any other decision within forty (40) calendar days after SRI-B has received details of the proposed publication.
- (d). Subject to what has been stated above in this Clause, in case of inventions or any other Intellectual Property created solely by the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY or jointly with SRI-B, out of or as a result of or in connection with the performance of the R&D Work, the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY shall have the right to be mentioned as an inventor in the patent applications or similar document filed by SRI-B. The percentage of contribution, names and the order of the inventors in the patent applications shall be decided by SRI-B which shall be binding on the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY. It is hereby clarified and agreed by the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY that the ownership of the Intellectual Property right underlying such patent application or similar document shall always lie with SRI-B.

8.2 Obligations of the Sathyabama Institute of Science and Technology:

- (a). The Sathyabama Institute of Science and Technology shall be responsible to enter with its students, employees, sub-contractors and any other persons involved in providing the R&D Work into written confidentiality agreements and agreements for assignment of Intellectual Property Rights arising



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as a result of such R&D Work to the full extent permissible under applicable laws. In the event the assignment of the Intellectual Property Rights is not permissible under applicable law, The Sathyabama Institute of Science and Technology shall obtain by written agreement the respective user rights or other rights with the same or similar economic effect required for commercial use of the result of the R&D Work for the purposes of SRI-B and SRI-B's affiliates.

- (b). The Sathyabama Institute of Science and Technology is prohibited from including Open Source Software in any result of R&D Work. In the event that the provision of results of R&D Work require use of Open Source Software, the Sathyabama Institute of Science and Technology must fully specify and inform SRI-B in writing about all Open Source Software planned to be implemented into the results of R&D Work to be provided under this Memorandum, and obtain SRI-B's prior written approval. In the event SRI-B has approved the use of Open Source Software by the Sathyabama Institute of Science and Technology expressly in writing, the Sathyabama Institute of Science and Technology confirms that it has used, modified, and/or further developed Open Source Software in full compliance with the underlying Open Source software license terms and conditions.

9. Indemnification

Sathyabama Institute of Science and Technology will defend, indemnify and hold SRI-B and its successors, directors, officers, employees ("SRI-B Indemnified Party") harmless from and against all Claims to the extent that such Claims arise out of or relate to:

- (a). Sathyabama Institute of Science and Technology infringes any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or
- (b). Sathyabama Institute of Science and Technology's breach of obligation under Section 5 (Confidentiality)

10. Limitation of Liability

Neither party will be liable to the other for any indirect, consequential, special, exemplary or punitive damages including damages for loss of profits whether foreseeable or unforeseeable, arising out of this Memorandum regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise and even if the party has been advised of the possibility of those damages.

11. Binding Nature

The parties agree that all the clauses of this Memorandum including the Exhibit A attached hereto are intended to create a contractual relationship between the parties and shall be legally binding.

12. General

- 12.1 **Relationship.** The parties are independent contractors. This Memorandum does not create an exclusive relationship between the parties. Sathyabama Institute of Science and Technology's students, employees and subcontractors are not SRI-B's employees. Sathyabama Institute of Science and Technology will pay all salaries, taxes, insurance and benefits with respect to its personnel.
- 12.2 **Governing law and Arbitration.** The laws of India govern this Memorandum. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Memorandum promptly by negotiation between executives. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Memorandum shall be decided by arbitration by a sole arbitrator (appointed by the



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mutual consent of the parties) which shall be conducted, upon request by either party, in Bangalore, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts of Bangalore to obtain injunctive or other equitable relief at any time.

- 12.3 **No Waiver.** A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
- 12.4 **Assignment.** Either party will not assign this Memorandum or any right or delegate any duty or obligation under this Memorandum by assignment or operation of law, without other party's prior written consent and such party will not unreasonably withhold such consent. A party will be deemed to have assigned this Memorandum if that party engages in a change or control transaction. This Memorandum will inure to the benefit of and bind all permitted successors, assigns of each party.
- 12.5 **Force Majeure.** Neither party will be liable for failure to perform any obligation under this Memorandum to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity). The party affected by the force majeure event will provide written notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.
- 12.6 **Severability.** If any court of competent jurisdiction determines that any provision of this Memorandum is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 12.7 **Entire Memorandum and amendment.** This Memorandum supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Memorandum. This Memorandum may be modified only by a written agreement signed duly authorized representative of both parties.
- 12.8 **Survival.** The provisions of this Memorandum, which, by their terms, require performance after the termination or expiration of this Memorandum or have application to events that may occur after the termination or expiration of this Memorandum, will survive the termination or expiration of this Memorandum. All indemnity obligations will be deemed to survive the termination or expiration of the Memorandum.
- 12.9 **Notices.** Notices may be provided either by electronic or physical mail or courier.
- 12.10 Neither party will issue any notice, press release, or similar statement relating to this Agreement, or use the other party's name in any form in any of its publications; including on social media, online platforms, conferences, or any form of marketing/sales/advertisement; without the prior written approval of the other party.
- 12.11 **Counterparts.** The parties will execute this Memorandum in two counterparts. Each counterpart will be deemed to be original and constitute one agreement binding on both parties.

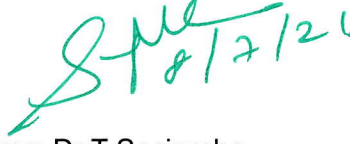


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Confidential

MoU with Educational Institutions

The parties hereby agree to the terms and conditions of this Agreement.

SAMSUNG R&D INDIA-BANGALORE PRIVATE LIMITED	Sathyabama Institute of Science and Technology, Chennai, Tamil Nadu
By 	By 
Name: Mr. Yoon Chang Kim	Name: Dr.T.Sasipraba
Title: CFO	Title: Vice Chancellor
Date: 08.07.21 19 AUG 2021	Date: 08.07.21

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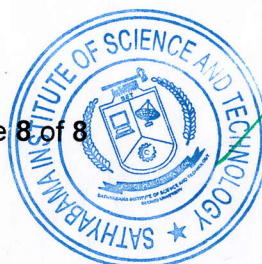
Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai – 600 119.

EXHIBIT - A
SCOPE

1. Technology Collaboration Areas:

Parties will jointly undertake research and collaboration activity in the Technology Collaboration Areas which includes the following:

- a) Artificial Intelligence
 - b) 5G/Communication
 - c) IOT
 - d) Multimedia
2. Parties mutually discuss and agree upon research and development work(s) in the Technology Collaboration Area. (R&D Work).
3. Parties mutually discuss and agree upon the key details of R&D Work document which may be called as "Work-let" that includes the following:
- a) Finalizing scope of R&D Work including its duration.
 - b) Duration of R&D Work and Project Milestones
 - c) Roles and Responsibilities of SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY and SR-B if any.
 - d) Deliverables and its timelines from SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
 - e) Details of Faculty who will mentor students who are part of R&D Work from the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
 - f) Details of Key Employee(s) of SRI-B who will coordinate and collaborate with SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY.



Signature
8/7/21