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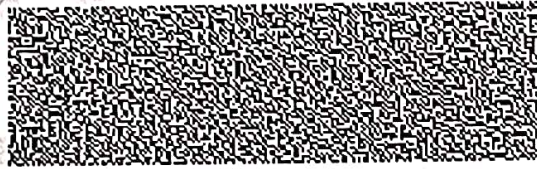
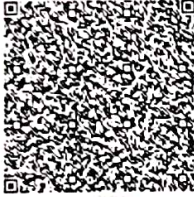
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Government of Karnataka

Rs. 100

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 Unique Doc. Reference : SUBIN-KAKAGCSL0895107103896370W
 Purchased by : CONCEPTIA SOFTWARE TECHNOLOGIES PVT LTD
 Description of Document : Article 4 Affidavit
 Property Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : CONCEPTIA SOFTWARE TECHNOLOGIES PVT LTD
 Second Party : K S INSTITUTE OF TECHNOLOGY
 Stamp Duty Paid By : CONCEPTIA SOFTWARE TECHNOLOGIES PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

Memorandum of Understanding

Between

K S Institute of Technology

No.14, Raghuvanahalli, Kanakapura Main Road, Bengaluru - 560109

And

Conceptia Software Technologies Pvt. Ltd

#22, 100 Ft. Ring Road, 6th Block, 3rd Phase, B.S.K 3rd Stage, Bangalore-560085, Karnataka. India.

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PRINCIPAL
 K.S. INSTITUTE OF TECHNOLOGY
 BENGALURU - 560 109.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain binding and non-binding terms and is effective as of 25th March 2024 and is made and entered into by and between:

K S Institute of Technology, Bengaluru, a college having its college address K.S. Institute of Technology, No.14, Raghuvanahalli, Kanakapura Main Road, Bengaluru - 560109 of the **FIRST PART**; hereafter referred to as 'KSIT.'

AND

Conceptia Software Technologies Pvt. Ltd, Bangalore a company having its registered office at Conceptia Software Technologies Pvt. Ltd, #22, 100 Ft. Ring Road, 6th Block, 3rd Phase, B.S.K 3rd Stage, Bangalore-560085, Karnataka, India. of the **SECOND PART**, hereafter referred to as 'CSTPL'.

The purpose of the MOU is to begin and/or to expand a framework of cooperation between College and CSTPL to support students, educational programs, and/or activities related to the use of Engineering Software & training services. CSTPL and KSIT, have agreed to pursue further discussions relating to future collaboration related to the programs, projects and events set forth on Exhibit A (the "Purposes"). Any definitive Agreements (if any) resulting from this MOU shall be subject to further negotiations, Prior management approval from both parties and execution of the definitive agreements.

1. **TERM AND TERMINATION**. This MOU begins on the Effective Date and expires one (1) year thereafter (the "Term"), unless terminated earlier in accordance with this MOU. Either Party, upon thirty (30) days' written notice, may terminate the MOU in whole, or in part, at any time before the date of expiration without liability to the other party.

2. **ACTION ITEMS**. CSTPL and KSIT intend to have further discussions around Potentially collaborating on the **Action Items (Exhibit B)**, provided that this MOU does not obligate either party to do or perform any of the Action Items. The parties understand that if the parties agree to move forward with any of the Action Items, a binding agreement between the parties may need to be signed at that time or standard terms and conditions may need to be agreed to and accepted, as applicable, by one or both parties, before the parties can move forward with any specific Action Item, For example, if any intellectual Property or other materials is created jointly by the parties in connection with any of the Action Items, a binding agreement governing the rights, obligations and other terms related to the materials will need to be signed by the parties, before the parties start creating materials. Any use of software, hardware or services are subject to the terms accompanying such software, hardware or services.

3. **PARTICIPATION IN SIMILAR ACTIVITIES**. This MOU in no way restricts CSTPL or KSIT from participating similarly with other agencies, organizations, universities, or individuals.

4. **FEES AND EXPENSES**. Unless otherwise agreed by both parties, each party shall bear all of its own costs and expenses with regard to all negotiations, performance, and any other activities relating to the subject matter of this MOU.

5. **CONFIDENTIALITY**. Each party shall: (i) protect any information provided by the other party that is identified as confidential or that should reasonably be considered confidential ("Confidential information") in the same manner such party protects its own confidential information; (ii) use Confidential Information for the sole purpose of fulfilling its obligations under this MOU; and (iii) return all Confidential information to the disclosing party promptly upon the expiration or termination of the this MOU. Confidential information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, idea, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees, and consultants, customer or partner information, or customer data. In the event the receiving party is required by applicable law to disclose any Confidential Information, the receiving party agrees to limit the disclosure to a minimum amount that is legally required to be disclosed.


6. APPLICABLE LAWS. Each party agrees to comply with all applicable laws, rules and regulations in Conducting the Action Items. This MOU shall be governed by the laws of India. All disputes arising hereunder are submitted to the Courts of Bengaluru, India. The rights and obligations of the parties under these Agreement shall not be governed by the UN Convention on contracts for the International Sale of Goods and this MOU shall not be governed by the conflict of laws rules of any jurisdiction.

7. INDEPENDENT ACTORS. Nothing in this MOU shall create or imply any agency, venture, Partnership, representative, or employment relationship between the parties. This MOU shall not be construed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.

8. LIMITATIONS. NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR CLAIMS RELATED TO A BREACH OF SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, GOODWILL, OPPORTUNITIES OR COST OF REPLACEMENT GOODS OR SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, EACH PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR CLAIMS RELATING TO THIS MOU, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE SHALL BE LIMITED TO INDIAN RUPEES ONE (₹ 1.00) ONLY.

9. MODIFICATION. Modifications to this MOU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

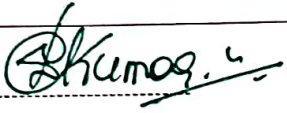

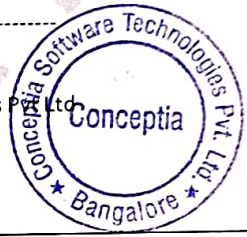
10. SURVIVAL AND BINDING PROVISIONS. The Parties hereby agree that section 1 and sections 3-10 of this Agreement are binding. Exhibit A and the Action Items are not binding on either party. The Parties understand that nothing herein requires either Party to proceed with any proposed transaction or relationship in connection with this MOU. If subsequent legally binding definitive agreements should be executed for the Action Items, the terms of such agreements shall govern the relationship of the parties and automatically supersede any plan or intention which may be expressed in this MOU. Section 3-10 shall survive the termination or expiration of this MOU.


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K.S. INSTITUTE OF TECHNOLOGY
BENGALURU - 560 109.





IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the later written date below.

11. Addresses and identification of the Parties

<p>K S Institute of Technology No.14, Raghuvanahalli, Kanakapura Main Road, Bengaluru - 560109 Website: https://www.ksit.ac.in/</p>	<p>Conceptia Software Technologies Pvt. Ltd #22, 100 Ft. Ring Road, 6th Block, 3rd Phase, B.S.K 3rd Stage, Bangalore-560085. Karnataka. India. Phone: 080 2679 9382 Website: www.conceptia.in</p>
<p>Signatures</p>	
<p> Principal K S Institute of Technology PRINCIPAL K.S. INSTITUTE OF TECHNOLOGY BENGALURU - 560 109.</p>	<p> Mr. Vinay S Manager – Academia Training Conceptia Software Technologies Pvt. Ltd </p>

Witness 1:


[Dr. M. Umashankar]

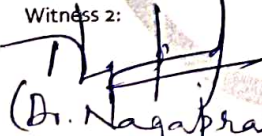
Witness 1:



ABIN KORIAN

Industry Solution Specialist.

Witness 2:


(Dr. Nagaprasad KS)

Witness 2:

EXHIBIT A

PURPOSES

1. Create a Sustainable Partnership between **KSIT** and **CSTPL** as Industry & Technology Partner to impart futuristic technology education to address the emerging shift in design and manufacturing towards Industry 4.0 for the student community. The goal is to impart skill development and enhance the employability of the students by learning & certification using the Dassault Systèmes software suite of products.

2. Immersive Learning for Students:

a. The training courses and webinars are designed to encourage learning of Industry 4.0 techniques, including application of digital technologies in the manufacturing environment. Students are trained on learning the concepts of creating virtual models of the products which are later validated using advanced CAE systems. The virtual models are also re-purposed to generate manufacturing information, including QA/ QC processes, technical communications etc. and thereby learning optimization and digital interaction of the process of Research & Development.

3. Knowledge transfer:

- a. Inviting **KSIT** top management as Speaker/delegates to flagship events of **CSTPL**.
- b. Inviting industry experts to **KSIT** to deliver talks/seminars/workshops on latest industry trends.

4. Areas of Engagement:

- a) If it's Offline Session, **KSIT** must provide adequate lab facilities / training room to conduct offline training sessions within the college.
- b) To conduct regular CAD / CAE training program and Additive Manufacturing training, the college must have procured and installed SolidWorks Education Edition and basic FDM 3D Printer for conducting regular classes.
- c) If the college wishes to opt only for student training and certification, then the above is not mandatory.
- d) Promotion for the program's undertaken shall be advertised and promoted by the college through its PR and advertising channels.
- e) The promotional content related to the joint programs between College and **CSTPL** shall be approved by **CSTPL** before the start of promotion.
- f) Assessment of the courses shall be carried out jointly by both the parties.
- g) Students must mandatorily attend the courses and pass the certification conducted by Dassault Systèmes to be eligible for certification.
- h) The INSTITUTION shall nominate a coordinator to be the single point contact for information management between the college and **CSTPL**.
- i) Execution of this MOU and its clauses is not to be construed as a placement program offered by Dassault Systèmes or its Authorized reseller, Conceptia Software Technologies Private limited. This MOU and its aim are only restricted to provide training and certification assistance.



- j) As a reseller, we shall provide assistance to students who successfully pass all the three certifications mentioned in Exhibit – B, by providing information about available opportunities which we come to know in the public domain. This must not be considered as an obligation from CSTPL and it's purely a voluntary offering without any charges associated.

5. Train the Trainer Program:

When the college procures Dassault Systèmes SolidWorks Education Edition, CSTPL agrees to work with **KSIT** to conduct faculty training programs for faculty members of the Institution at **KSIT** facility. CSTPL agrees to conduct training for identified master trainers from the Institution on the courses that will be integrated with CSTPL digital design & manufacturing technologies and develop them into certified expert trainers. The certified expert trainers will then impart the above-mentioned courses to the students.



EXHIBIT B

Training Offered as part of the MOU.

Topics Covered		Hands On
Introduction to Program About Design & Concept Software user interface Introduction to 2D Sketching	About Constrain – DOF Co-ordinate System, Planes & Origin Working with Sketch Relations & Dimensions	Need to complete 10 to 15 2D drawings with Fully Defined
SOLIDWORKS 2D Tools 2D Editing Tools Fully define Sketch's Option setting & Library	2D Concept & Animations Frequently used Sketch Library Usage of Blocks Output of Animation	
Introduction to 3D Part Design About selection of Reference – Planes About Flat & Curved faces	Complete Features options Feature 3D Tools – Extrude Boss & Cut Feature 3D Editing Tools – Fillet, Types of Patterns, Mirror Wrap...	Hands-on of Industrial Examples Need to complete 10 3D parts
Introduction to Assembly Procedure of Assembling About Bottom-up Assembly	Different types of Mate conditions Editing the Assembly About Exploded view & Animation	Hands-on of Assembly technics Need to complete 05 Assembly
Introduction to Drafting About Drafting Standards Dimension & Tolerances – GD&T	Introduction to Assembly Drawing BOM & Other Tables Drawing Templet & Annotation	Need to prepare 05 Manufacturing 2D Drawings

SOLIDWORKS Training

Sl. No	Course Description	Mode of Training	Course Fee in INR
1.	SOLIDWORKS Training	Online	5000/Student

Notes: -

