Memorandum of Understanding

between

Traana Technologies Pvt. Ltd

&

Jaypee Institute of Information Technology

This Memorandum of Understanding (hereinafter referred to as MoU) is made on 17th day of the month of August in the year 2023 by **Traana Technologies Pvt. Ltd, Bengaluru** [hereinafter called the Traana, and the **Jaypee Institute of Information Technology, A-10, Sector-62, Noida-201309, Uttar Pradesh,**[hereby called JIIT] who for the purpose of this MoU are hereinafter collectively referred to as the parties.

The parties, having discussed fields of common research interests and allied activities between the two, have decided to enter into collaboration for the promotion and execution of research and development in cutting-edge areas of Engineering and Technology in accordance with the provisions contained in the Guidelines issued *by head offices of both the parties* and as revised from time to time.

WHEREAS the **"Traana"** established as Private Companyis involved in the development of innovative technologies related to sensors and communication systems for defense etc.

AND WHEREAS the **"JIIT"** is involved in research and education in the areas of Science, Engineering, and Technology.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the upcoming project, requiring both parties' expertise. The details of joint project are included as in annexure.

Jaypee Institute of Information Technology Deemed University, U/S 3 of The UGC Act A-10, Sector-62, Noida (U.P.)

For Traana Technologies Pvt. Ltd. Bangalore - 43

Article 1. Terms and Conditions

1.1 In the case of research work resulting in new patent /publication. Authors/inventors will be from both parties.

1.2 Operational details of research effort and collaboration will be made in common research areas/ programs and/or projects restricted to the specific mandated domains within the approved disciplines/divisions.

1.3 The costs of specific consumables/operational costs of the equipment will be borne by the respective organizations as per mutual discussions, etc.

Article 2. Management

2.1 Director and CEO of the Traana and the Head of the Institution of the JIIT will be responsible for working out the operational details of cooperation between the two organizations and ensuring proper and effective implementation of this MoU.

Article 3. Exchange of Information and Non-Disclosure Obligations

3.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

3.2 The parties support the exchange of information as per requirement. If required, each party may furnish the other party with Confidential Information. The parties agree that, during the term of this MOU and thereafter, each Receiving Party will hold Confidential Information of the Disclosing Party in confidence and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the Disclosing Party to any third party other than to business, financial, or legal advisors, or in furtherance of a proposed sale, acquisition, or merger of substantially all of the party's business interests related to this MOU as long as such disclosure is made under a duty of confidentiality or (b) utilize Confidential Information for any purpose, except the performance of its obligations under this MOU or as authorized in writing by the Disclosing Party. Each Receiving Party will limit the disclosure of Disclosing Party's Confidential Information to its employees, third party contractors or consultants with a need-to-know and who have been advised of the confidential nature thereof and who are contractually obligated to maintain such confidentiality through execution of a nondisclosure agreement that is at least as protective as the terms and conditions of these General Terms. Each Receiving Party shall be liable for any breach by any of its

Jaypee Institute of Information Technology
Deemed University, U/S 3 of The UGC Act
A-10, Sector-62, Noida (U.P.)

for Traana Technologies Pvt. Ltd.
Bangalore - 43

employees, third party contractors or consultants of the confidentiality obligations contained herein.

3.3 Required Disclosures. In the event a Receiving Party is required under applicable law, rule, regulation, court, or administrative order to disclose Confidential Information of the Disclosing Party, the Receiving Party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the Disclosing Party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.

3.4 In case of the possibility of publication of a joint work; the decision will be taken by mutual understanding. Although such publications of research work are highly encouraged by both parties, in no case, parties will publish any jointly executed work without the written consent of the other party.

Article 4. General Provisions

4.1 It is understood that the Traana and the JIIT subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste, or religion. Both institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for the exchange of scholars or students, which violate principles of non-discrimination.

4.2 Both parties acknowledge that the timely progress of the project is paramount and shall comply with the regulations and policies of the Traana and the JIIT.

4.3 No part of the work done in collaboration will be published in print/ electronic media in any form without the prior written consent of other party.

4.4 All questions related to this MOU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution, failing which an arbitrator of mutual acceptance may be identified for the settlement of the dispute, if any.

4.5 Either party will handle all questions not foreseen related to this MoU by mutual agreement.

4.6 Nothing in this MOU is intended to affect other cooperation or collaboration between the parties.

Jaypee Institute of Information Technology Deemed University, U/S 3 of The UGC Act A-10, Sector-62, Noida (U.P.)

For Traana Technologies Pvt. Ltd. Bangalore - 43

Article 5. Intellectual Property Rights

5.1 Both parties will be expected to ensure the protection of the Intellectual Property Rights of each other or generated or likely to be generated during the research work. Both parties shall be joint owners for any of the IPRs likely to be generated as collaborative research work.

5.2 On completion of project and full and final settlement of all outstanding dues the final prototype will become absolute property of the Traana. The Traana will be free to use it for any further enhancements/modifications on its own.

Article 6. Entry into effect, modification, termination, and jurisdiction

6.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for one year. Both parties shall review the status of the MoU at the end of each quarter to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to two years. This MoU may be amended by mutual written agreement at any time by either party upon written notification signed by the competent authority of the party initiating termination;such notification must be given to the other party at least three months in advance from the effective date of termination.

6.2 Dean (Academic and Research), JIIT Noida, and Director & CEO of Traana Tech. Pvt Ltd, will have the discretion to terminate this MOU at any time without citing any reason and vice- versa.

6.3 All joint activities not completed at the expiration or termination of the MOU maybe continued until their completion under the terms of this MOU.

6.4 No amendment or modification of the MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be the amendment of the MOU. The modifications/changes shall become part of the MOU and shall be effective from the date on which they are made/executed unless otherwise agreed to.

6.5 For all legal matters the jurisdiction of this agreement shall be Delhi/Noida.

This MOU has been executed in two originals, one of which has been retained by the Traana and the other by the JIIT.

For Traana Technologies Pvt. Ltd. Bangalore - 43

Jaypee Institute of Information Technology Deemed University, U/S 3 of the UGC Act A-10, Sector-62, Noida (U.P.)

IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept, and agree to the terms contained herein.

Name and Address of Traana

WITNESS

Mr. Deepak Kumar Chandrasekaran,

Director & CEO

TRAANA TECHNOLOGIES PVT LTD
No. 454, Ground floor, 1st Cross, P&T Layout,
Horamavu Main Road, Bangalore-560043
Karnataka

For Traana Technologies Pvt. Ltd.

Director

For Mr. Avtansh Sharma
Director & SVP Business

TRAANA TECHNOLOGIES PVT LTD

(SUMA KM)

(HAMSHA M)

Name and Address of JIIT

VICE CHANCELLOR
Jaypee Institute of Information Technology
Deemed University, U/S 3 of the UGC Act
A - 10, Sector - 62, Noida (U.P.)

Vice-Chancellor (VC)
Jaypee Institute of Information Technology, Noida

WITNESS

(Dr. Nitin Muchhal)

Prof. Shweta Srivastava, Dean (A&R)

(Coordinator)

Jaypee Institute of Information Technology.

A-10, Sector-62, Noida-201309, Uttar Pradesh