

CONTINEO YOUNG LEADER PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on 24th March 2021 between Anantrao Pawar College Of Engineering & Research located at Campus, Ramana, S. No. 103, Shahu College Rd, Parvati, Pune, Maharashtra 411009, herein referred to as APCOER, and Indicus Software Pvt. Ltd. located at 28, Varshananda Society, Anandnagar, Sinhagad Road, Pune 411-051, India herein referred to as INDICUS.

Preamble:

INDICUS, an organization started by an Indian woman entrepreneur, working exclusively in Japan market since last 2 decades, has provided custom solutions and products mainly in finance, manufacturing and automotive domains and takes pride in its capability of handling technically complex business requirements successfully. Over the years INDICUS has worked with Tier 1 automobile manufacturers and System Integrators in Japan and has cleared stringent Japanese requirements about security and process compliance.

In recent years the company has been strategically focused on Internet of Things (IoT) domain and has developed its own data acquisition, distributed processing, analytics, edge computing and application enablement platform, Contineo. There are several successful IoT implementations in Japan, India and across other regions, in Smart City, Telematics, Energy and Manufacturing Sectors.

The platform can be leveraged by students, hardware enthusiasts, business users, system integrators and device manufacturers to develop their own IoT solutions.

Contineo Benefits:

- Agile Rol: from an idea to implementation in hours with reusable components and screen automation
- Build production ready multi-tenant, multi-environment, connected apps almost non-programmatically
- Connect IoT devices or make your products smart with sensors and give value-added services to your customers
- Even business users can generate insights from the data lying in their systems or drive digitalization initiatives within their own organization
- Leverage complex technologies such as Spark, R Analytics and Machine Learning without getting into the nitty-gritties
- Different licensing mechanisms to suit your business needs and help you realize the RoI out of your IoT investments

APCOER is situated in nation's education hub, Pune and recognized for its quality education and research. APCOER is committed on creating versatile engineers who can apply their knowledge and skills in any field across the globe. Highly qualified faculty members, well equipped laboratories, extensive industry - academia interactions all serve to make engineering education at APCOER campus, a unique and enriching experience. APCOER is committed to comprehensive development of students through quality technical education.



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APCOER Mission:

- 1) To provide state of art infrastructure that shall create ambience to encourage novel ideas, research activities and consultancy services.
- 2) To inspire students in creation & entrepreneurship.
- 3) To create future technocrats with intelligence, technical skills & good ethical moral values so as to serve needs of society & industries.
- 4) To provide healthy Teaching-Learning environment that will cultivate contemporary research activities, innovations & inventions.
- 5) To develop center of excellence in technical education.

In view of APCOER's vision and mission and as part of Contineo Young Talent Program of INDICUS, this memorandum is signed by authorized signatories, to establish collaborative relationship for development of IoT skills as per the following terms of understanding.

NOW THIS MoU WITNESSETH AS FOLLOWS: DEFINITIONS AS USED IN THIS MoU:

"MoU" means this instrument executed by INDICUS and APCOER and subsequent amendments issued to the MoU by mutual consent as provided herein.

"Program" means the Contineo Young Talent Program that is the subject of this MoU.

1. RELATIONSHIP BETWEEN THE PARTIES

1.1 Neither APCOER nor INDICUS is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.

1.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

2. Areas of Collaboration

2.1 INDICUS

2.1.1 INDICUS will provide a single Contineo on premise free academic pack server license and unlimited developer licenses with remote access made available to INDICUS.

2.1.2 Contineo / IoT training of 20 Hours and support of 04 hours will be provides by Indicus or an authorized training partner at no cost.

2.1.3 Any additional training / Support based on Contineo Platform, if required, will be charged at @2,000/- per hour.

2.1.4 Travel and accommodation will be charged at actuals.

2.1.5 Platform documentation on how to use Contineo and samples applications will be provided.

2.1.6 INDICUS will be free to commercialize any of the applications developed by the students. Revenue sharing terms with APCOER will be decided mutually based on the commercial scope and value.



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2.1.7 In case APCOER wants to commercialize any of the projects & continue using Contineo, platform, usage terms and revenue sharing terms will be decided mutually. If the developed applications are commercialized or acquire external funding, INDICUS will hold share in the new venture, depending on the commercial scope and value.

2.1.8 If Contineo is used commercially in other projects, standard server license fees will be applicable.

2.2 APCOER

2.2.1 APCOER will set up, operate & maintain the infrastructure and IoT Lab required for training and usage of Contineo Platform for the training purpose.

2.2.2 Use case selection, requirement elicitation, device selection & procurement, implementation & testing will be carried out by the students.

2.2.3 Device, hardware and communication costs will be borne by the APCOER in case of sponsored projects.

2.2.4 APCOER will support INDICUS in conducting the training sessions for students.

3. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of APCOER, and one Senior Official nominated by INDICUS or its partner will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be a quarterly review conducted remotely. This review would primarily focus on the curriculum progress, faculty availability and support needed from INDICUS.

4. INTELLECTUAL PROPERTY

Title to the intellectual property rights of the software furnished by INDICUS will at all times remain proprietary to INDICUS, which however, hereby grants to APCOER, non-exclusive, royalty-free license to use the same internally for the training purposes only. The software being provided to APCOER through this MoU shall be governed by the applicable license agreements of Contineo Platform. APCOER, unconditionally agrees to comply with such terms and conditions.

5. LIMITATION OF LIABILITY

Under no circumstances is INDICUS liable for APCOER's loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if INDICUS is informed of its possibility.

6. GENERAL

6.1 This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is not satisfied by reasons beyond its control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 4 ("Intellectual Property Rights"), 5 ("Limitation of Liability") and 6 ("GENERAL") will survive any such termination.

6.2 It is understood that during the course of this MoU it may be necessary for either party to disclose confidential / proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Mutual Non-



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Disclosure Agreement (MNDA). The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.

- 6.3 All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs except stated otherwise.
- 6.4 There shall be no liability on the part of any party to the other arising from the termination of this MoU.
- 6.5 This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific objective as detailed herein.
- 6.6 INDICUS artifacts offered under the said MoU are for the specific purpose set forth in the MoU, namely for training the students of APCOER, and not for any other commercial purpose.
- 6.7 Unless previously consented to by both the parties, there shall be no assignment of any interest under this MoU by any party hereto.
- 6.8 The laws of the Republic of India shall govern this MoU.
- 6.9 This MoU supersedes all proposals or other prior representations or communications, either oral or written.
- 6.10 All communication between the parties shall be in writing and in English Language.

6.11 Indemnification

The Party in default shall indemnify, defend and keep indemnified the other Party and its affiliates, current or future directors, officers, and professional staff, employees, agents and its successors and assigns (the "Indemnity Holders"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnity Holders or any one of them in connection with any claims, suits, actions, demands or judgments arising out of breach of this MoU (including, but not limited to, actions in the form of tort, warranty, or strict liability).

The Party entitled to an indemnity under this MoU shall take all reasonable steps to mitigate the applicable costs, expenses, charges, damages, liabilities, claims or actions.

7. Governing Law and Jurisdiction

7.1 This MoU shall be construed and interpreted in accordance with the laws of the India. All disputes, differences, claims and /or matters, if any relating to and arising out of this MoU whether during its subsistence or thereafter shall be settled mutually by both the Parties. If such issue cannot be resolved mutually within a period of 30 days then the issue shall be settled by arbitration, to be held in Pune, Maharashtra, India in accordance with the rules of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator(s) appointed by the parties shall be binding on them. The Courts within the local limits of Pune alone shall have exclusive jurisdiction in all matters relating to and arising out of this MoU.

Summary




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INDICUS recognizes the significance of the APCOER's initiative to be the leader in the field of IoT related academia in the country. This document outlines a strategic understanding between INDICUS and APCOER to work together to offer the Contineo Young Talent Program. The primary aim of this partnership is to help the APCOER in establishing a high quality people repository in software cutting edge technologies. This will help APCOER teach and train their students on state of the art technologies and to position them to support India's Digital Transformation Initiative. This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

Anantrao Pawar College Of Engineering & Research:

Indicus Software Pvt. Ltd.:

By 
1) General Secretary

By 
Shilpa Vyapar

Akhil Bhambhaniwar
NAME: Hon. Mrs. Pramila S. Gajwad
TITLE: General Secretary A.B.M.S Parishad, Pune

(Authorized Signature)
NAME: Shilpa Vyapar
TITLE: Founder & CEO



By 
2) Dr. Sunil B. Thakare

DATE: 24th March 2021
(Signing Date)

(Authorized Signature)
NAME: Dr. Sunil B. Thakare
TITLE: Principal APCOER, Pune

By 
3) Prof. Amit A. Kadam

(Authorized Signature)
NAME: Prof. Amit A. Kadam
TITLE: Department of Computer Engineering, APCOER, Pune



By 
4) Prof. Shailesh S. Hajare

(Authorized Signature)
NAME: Prof. Shailesh S. Hajare
TITLE: IQAC Coordinator, APCOER, Pune.

DATE: 24th March, 2021
(Signing Date)