

MEMORANDUM OF UNDERSTANDING

Letter of Intent

This Letter of Intent (hereinafter "**MoU**"), is made and entered as on 13/11/2024.

BY AND BETWEEN

DADB India Private Limited, a private limited company duly incorporated and existing under the Companies Act, 2013, having its registered office at 1206 Lodha Supremus, Senapati Bapat Marg, Lower Parel West, Nr. HDFC Bank House, Mumbai - 400013, Maharashtra, India, hereinafter referred to as "**DADB India**" (which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns) through the authorized signatory of the sole shareholder DADB India Pvt Ltd., Dr. Carsten S Schroeder.

Party of the First Part;

AND

Atria Institute of Technology, an autonomous institution affiliated to VTU, located at Atria Institute of Technology, Anand nagar, Hebbal, Bengaluru, hereinafter referred to as the "**Customer**" (which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns) through its authorized signatory Dr. Rajesha S, Principal.

Party of the Second Part;

DADB India and the Customer shall individually be referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. DADB India is a distributor of access keys to learning content provided by German Academy of Digital Education GmbH ("**DADB Germany**") in India via a learning internet platform ("**DADB Platform**"). This DADB Platform allows designated users of the Customer ("**User**") to participate at online courses for knowledge transfer. DADB uses 2D/3D technologies and artificial intelligence, online courses and digital forums.
- B. The learning content provided in the DADB Platform (the "**Learning Content**") is either content created and copyrighted by DADB Germany ("**DADB Content**") or created or copyrighted by a

third party ("**Third Party Content**") under an arrangement between third party and DADB Germany, Learning Content will hence consist of DADB Content and Third Party Content.

- C. The Customer is desirous to view certain Learning Content on the DADB Platform and provide access to the Learning Content to its Users and therefore DADB India shall supply access keys to the Customer. The Parties are desirous to formalize their relationship and enter into this Agreement on the terms and condition set out hereinafter.

NOW THEREFORE, the Parties in consideration of the mutual agreements, covenants and other premises set forth herein, intending to be legally bound by the terms thereof, hereby agree as follows:

1. DEFINITIONS & INTERPRETATION:

1.1. In this Agreement, the following terms shall have the following meanings:

- (a) "**Agreement**" shall mean this MoU, as amended from time to time, and shall include any schedules, annexures, or documents forming a part of this agreement;
- (b) "**Affiliates**" shall mean, with respect to any entity, any other present or future entity that owns or controls, is owned or controlled by, or is under common ownership or control with such entity;
- (c) "**Confidential Information**" for the purposes of the Agreement shall mean any data and all data, information and materials not in the public domain, including know-how and trade secrets, technology, any devices, components or assemblies utilizing the Company's patents, invention, copyrights, (a) relating to, or contained or embodied in the Products, or the business plans, customers, or affairs of the Company, or (b) discovered, developed or otherwise resulting from or arising in connection with carrying out distribution activities and obligations under this Agreement. Confidential Information may be communicated electronically, orally, visually, in writing or in any other recorded or tangible form. All data and information shall be considered to be Confidential Information hereunder (i) if the Company has marked them as such, (ii) if the Company, electronically or physically in writing or orally has advised the Customer of their confidential nature, or (iii) if, due to their character or nature, a reasonable person in a like position and under like circumstances would treat them as confidential.
- (d) "**Territory**" shall mean the territory of the Republic of India, unless the definition is expanded after mutual discussions.

1.2. Unless otherwise stated or unless the context otherwise requires, in this Agreement:

- (a) Reference to the singular includes reference to the plural and vice versa;
- (b) Reference to any gender includes a reference to all genders;

- (c) The expressions "hereof", "herein" and similar expression shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;
- (d) References to recitals, sections, clauses, paragraphs and schedules are references respectively to recitals, sections, clauses, paragraphs of and schedules to this Agreement.

2. SCOPE OF THIS AGREEMENT:

- 2.1. The Learning Content on the DADB Platform will be made available to the Customer and its users via access keys, which contain login and registration data, provided by DADB India ("Access Keys"). For viewing the Learning Content the Users have to register with the Access Keys on the DADB Platform. These access keys will provide a limited, non-exclusive, non-transferable, non-licensable, revocable viewing permission of the Learning Content on the DADB Platform to the Customer.
- 2.2. The use of the Access Keys and therefore, the visibility of the Learning Content will be provided for a definite period depending on the course that is being ordered. After the term of the course, the Users will no longer have access to the Learning Content. However, their registration on the DADB Platform remains intact.
- 2.3. The Customer acknowledges, that not all the Learning Content available on the DADB Platform will be provided to the users. The access will be restricted to those courses that would be ordered as prescribed in Clause 3 of this Agreement.
- 2.4. The Customer accepts DADB Courses 5G Communication Technology, Internet of Things, E-mobility, Solar Energy, Battery Energy Management System and Hydrogen Technology in their Elective and will order every semester licenses on all the courses DADB is offering as per student requirement at Rs.4950+ 18%GST per license.

3. CONTRACTUAL MECHANISM:

- 3.1.1. The Customer can place with DADB India orders of supply of the Access Keys in writing ("Order"). The Order placed by the Customer shall contain certain particulars of information which shall include but not be limited to the following:
 - (a) Name of Course
 - (b) Quantity of subscriptions
 - (c) The period of time during which the course is to be made available.
- 3.1.2. DADB India will then notify the Customer of its acceptance or rejection of the Order within seven (7) days of DADB India's receipt thereof. The Order confirmation shall be sent to the Customer in writing and shall contain minimum information such as order confirmation

number, order number, name of the course to be provided, quantity of subscription, the time period and the price of providing the Access Keys.

4. DUTIES AND RIGHTS OF DADB INDIA:

- 4.1. DADB India will coordinate to provide the Access Keys to the Learning Content and customer support services (either through internal or external resources) to the Customer.
- 4.2. DADB India will make reasonable efforts to provide technical support for the use of the DADB Platform, which will include resolving queries of the Customer and the Users.
- 4.3. In case of any interruption of access to the Learning Content due to technological/operational reasons, DADB India may, but shall not be obliged to, give the Customer reasonable notice.
- 4.4. DADB India shall use its best efforts in fulfilling Orders submitted by the Customer in a reasonable and timely manner.

5. THE CUSTOMER'S RIGHTS AND OBLIGATIONS:

- 5.1. The Customer shall use its best endeavors that the Users provide only data, which is being supplied by the Users at the time of registration, is true, current, complete and accurate in all respects.
- 5.2. Further, the Customer acknowledges that all Users have to adhere to the Privacy Policy and the Terms of Use of the DADB Platform.
- 5.3. The Customer agrees that DADB India has the right to temporarily suspend the access to the whole or any part of the DADB Platform for any technical/operational reason and shall be under no liability to the Customer or the Users in such event.
- 5.4. The Customer acknowledges and agrees not to either directly or indirectly or through the use of any device, software, internet site, web-based service or other means remove, alter, bypass, avoid, interfere with, violate, or circumvent any Intellectual Property Right or any such law.
- 5.5. The Customer agrees not to either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit or give by any means whether for consideration or not, the Learning Content or create any work or material that is derived from or based on the Learning Content or the DADB Platform.

6. CONSIDERATION AND INVOICING:

- 6.1. In consideration for providing the Access Keys to the Learning Content, the Customer shall pay to DADB India fees ("Fees") as need to be specified later. Generally, applicable taxes such as Goods and Services Tax or any other tax that is required for the time being in force would be recovered by DADB India from its Customer at applicable rates over and above the Fees.
- 6.2. DADB India shall raise an invoice to the Customer immediately after providing the Access Keys. Each invoice shall always contain the following data:
- Number of invoice
 - Fee's and currency
 - Reference of the Order number
 - Other information, if any, to be agreed upon and as might be required under applicable laws
- 6.3. The Customer shall make payment on the day of receipt of such invoice from DADB India if not otherwise stated on the invoice.

7. INTELLECTUAL PROPERTY RIGHTS:

- 7.1. The Parties hereby acknowledge and agree that DADB India's Affiliates are the exclusive owner of all intellectual property rights relating to or emanating from the DADB Platform, including all trademarks, copyrights, patents, trade secrets, trade-names, know-how and other proprietary rights or applications made available to the Customer (hereinafter referred to as the "**Intellectual Property**") during the term of this Agreement and will at all times remain the property of DADB India's Affiliates and will be returned to DADB India and its Affiliates immediately upon termination of this Agreement or upon earlier written request of DADB India.
- 7.2. The Customer agrees not to claim any such ownership in the Intellectual Property of DADB India's Affiliates.
- 7.3. The Customer will promptly notify DADB India of any suspected infringement of the DADB's Intellectual Property Rights within the Territory by its Users, and shall assist DADB India in the prosecution of any parties who are in violation of any Intellectual Property rights of DADB India's Affiliates.

8. CONFIDENTIALITY:

- 8.1. Each Party hereby accepts and acknowledges that during the term of this Agreement it shall have access to certain Confidential Information of the other Party, its Affiliates, its subsidiaries and their respective businesses. Each Party shall take all reasonably necessary precautions in order to prevent the unauthorized disclosure or use of the Confidential Information to any third parties, except as reasonably necessary in order to carry its obligations pursuant to this Agreement.

- 8.2. DADB India hereby agrees to keep secret and confidential all the proprietary and Confidential Information made available to them by the Customer, including but not limited to data of the Users. DADB India undertakes to take all the reasonably necessary precautions in order to prevent the unauthorized disclosure or use of the Confidential Information to any third parties.
- 8.3. Upon expiration or termination of this Agreement, each Party shall return all Confidential Information received from the other Party.
- 8.4. The Confidentiality obligations of each Party set forth in this Clause shall survive termination or expiration of this Agreement.
- 8.5. Any breach of the restrictions contained in this Clause shall amount to breach of this Agreement, which may cause irreparable harm to the other Party and thereby entitling the other Party to seek injunctive relief in addition to all legal remedies.
- 8.6. The provisions of this Clause 8 shall survive termination or expiration of this Agreement.

9. LIMITATION OF LIABILITY:

In no case shall DADB India, its Directors, officer, employees or Affiliates be liable for any direct, indirect, incidental, punitive, special or consequential damages arising from the Use of the DADB Platform and the Learning Content or for any other claim related in any way to the access of the DADB Platform or any content, including, but not limited to, any errors or omissions in any Learning Content or any loss or damage of any kind incurred as a result of the use and access of the DADB Platform.

10. INDEMNITY:

- 10.1. The Customer hereby undertakes to hold DADB India and its Affiliates harmless and therefore indemnify DADB India and its Affiliates in respect of all liabilities, losses, damages arising from: (a) the use of and access to the Learning Content by the Customer and its Users (b) the violation of any term of this Agreement (c) violation of any third party right, including without limitation any publicity, privacy or intellectual property rights (d) breach of the Customer of any applicable laws, and (e) any authorized, improper, illegal or wrongful use of the Users account, including a third party.
- 10.2. The provisions of this shall survive termination or expiration of this Agreement.

11. TERM AND TERMINATION:

- 11.1. The Agreement shall come into force as on the Effective Date and shall remain in force unless and until it is terminated by either Party with a notice period of 2 (two) month's.

14. FORCE MAJEURE:

- 14.1 Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement, when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing Party, including fires, floods, embargoes, shortages, epidemics, pandemics, quarantines, war, acts of war (whether war be declared or not), insurrections, riots, civil commotion, financial market crises (international or domestic), demonetization, concerned currency fluctuation to an unexpected or unreasonable amount constituting server justified loss, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.
- 14.2 The non-performing Party shall notify the other Party of such force majeure within ten (10) days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect.
- 14.3 The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that in the event the suspension of performance continues for one-hundred and eighty (180) days after the date of the occurrence, the Parties shall meet and discuss in good faith how best to proceed and if possible renegotiate.

15. MISCELLANEOUS

- 15.1. **Relationship of Parties:** Nothing in this Agreement or any of the arrangements contemplated hereunder shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly set out herein, constitute either Party as the agent of other Party for any purpose, or entitle any Party to commit or bind other Party in any manner or incur any cost on account of the other Party unless specifically permitted. This Agreement shall not be construed as creating either an employment, joint venture, or a partnership relationship between the Parties and neither Party shall, in any way, be or represent itself to be legal agent, partner or employee of the other for any purposes whatsoever unless agreed otherwise in this Agreement, nor shall either Party be bound by or be liable to any third party for any act or obligation of or for any debt incurred by the other Party. Nothing in this Agreement or any of the arrangements contemplated hereunder shall be deemed to provide place to carry out business activities of other party by employee or partner or legal agent of such other Party.
- 15.2. **Assignment :** Any Party may freely assign this Agreement with the prior written consent of the other Party.
- 15.3. **Entire Agreement:** This Agreement, and the documents referred to in it, contain the whole Agreement and understanding between the Parties with regard to the matters dealt with in


this Agreement and supersedes any prior agreement, understanding, arrangement or promises, whether written or oral, relating to the subject matter of this Agreement.

- 15.4. **Severability:** A provision contained in this Agreement is enforceable independently of each of the others and its validity shall not in any way be affected by the invalidity or unenforceability of any other provision hereof. The Parties hereto agree that the invalid or unenforceable clause or provision shall be replaced with a valid and/or enforceable provision which comes closest to the economic intention of the Parties. The same shall apply for the completion of involuntary omissions.
- 15.5. **Notices:** Any demand, notice or communication under this Agreement shall be in writing and shall be hand delivered or by post or by facsimile or e-mail to the Party receiving such communication at the address specified herein or such other address as either Party may in future specify to other Party.
- 15.6. **Signature :** This Agreement is signed by the Parties on two originals and each Party shall retain one original copy for reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed by their respective duly authorized representative.

For and on behalf of **DADB India Private Limited**

By its duly appointed representative

Signature: 
Name: Dr. Carsten S Schröder
Authorized Signatory
Place: 13/11/2024
Date: Bangalore



For and on behalf of **Atria Institute of Technology**

By its duly appointed representative

Signature: 
Name: Dr. Rajesha S
Authorized Signatory
Place: 13/11/2024
Date: Bangalore
Principal
Atria Institute of Technology
Anandanagar, Bengaluru-24

Annexure – I

Purpose:

This Annexure I to the existing Memorandum of Understanding (MOU) between ATRIA Institute of Technology and DADB India Pvt. Ltd. is established to formalize the details and terms of an industrial visit to Germany, scheduled for 13 students from ATRIA Institute of Technology.

Details of the Industrial Visit:

1. Participants:

Thirteen (13) students from ATRIA Institute of Technology have been selected to participate in this industrial visit to Germany.

2. Dates of Visit:

The industrial visit will take place from March 1st to March 15th.

3. Location:

Various industrial sites in Germany, as coordinated by DADB India Pvt. Ltd.

4. Purpose of Visit:

The purpose of the visit is to provide students with practical exposure to industry practices and to enhance their understanding of advanced technological applications in their field of study.

5. Terms and Conditions:

The terms and conditions related to travel, accommodation, logistics, and conduct have been previously communicated over email and will be adhered to strictly. These terms and conditions are binding and shall govern the conduct of participants throughout the duration of the visit.

6. Responsibilities:

- ATRIA Institute of Technology will ensure that the students comply with all pre-established guidelines, and provide any additional support or documentation required for the visit.

- DADB India Pvt. Ltd. will coordinate the industrial visits, ensuring that students gain meaningful insights and exposure, and will assist with any logistical arrangements as per the terms agreed upon.

7. Liability:

Both parties shall not hold each other liable for unforeseen circumstances that may affect the schedule or details of the visit, including but not limited to changes in local regulations or travel restrictions.

This Annexure I forms an integral part of the MOU and shall be read in conjunction with the main agreement. Both parties agree to the above terms as set forth in this document.

For and on behalf of **DADB India Private Limited**

By its duly appointed representative

Signature: _____

Name: Dr. Carsten S Schröder

Authorized Signatory

Place: 13/11/2024

Date: Bangalore



For and on behalf of **Atria Institute of Technology**

By its duly appointed representative

Signature: _____

Name: Dr. Rajesha S

Authorized Signatory

Place: 13/11/2024

Date: Bangalore

Principal

Atria Institute of Technology
Anandanagar, Bengaluru-24