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KARNATAKA STATE BELLANDUR 9108970985 Co-Operative Societies Association

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made this **17th of July 2025** in two (2) original texts each in the English language, all texts being equally authentic.

BETWEEN

BMS Institute of Technology and Management, Bengaluru a private institution of higher learning established and registered in India with its registered address at,, Doddaballapur Main Rd, Yelahanka, Avalahalli, Bengaluru, Karnataka 560064, India (hereinafter referred to as "**BMSIT&M**"), of the one part.

AND

Tech 0x.Day Private Limited (0xDay): A private limited company incorporated with CIN: U62099KA2024PTC187319 located at **B011 Urbanest, 312 West, Sarjapura, Anekal, Bengaluru-562125, Karnataka,** (hereinafter referred to as "0xDay").

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

(0xDay and **BMSIT&M** hereinafter referred to singularly as "the Party" and collectively as "the Parties");

WHEREAS the Parties:-

DESIRING to strengthen and further develop collaborative relationships between 0xDay 0xCampus Program in the fields of Computer Science, Information Technology, AI, blockchain, and other deep tech disciplines;

APPRECIATING the importance of advancing tech education as a driver for innovation and economic growth, while building stronger connections between both Parties;

CONVINCED of the necessity for a lasting and effective cooperation in the interest of the Parties; and

BELIEVING that such cooperation would serve their common interests and contribute significantly to the development of deep tech education and opportunities for the benefit of both Parties.

NOW BOTH PARTIES HAVE AGREED as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies, of each Party from time to time in force, agree to strengthen, promote and develop cooperation in tertiary education, as well as the development of activities for the purpose of mutual recognition.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations, procedures and national policies from time to time in force governing or relating to the subject matter of this Memorandum of Understanding, endeavour to take necessary steps to encourage and collaborate in the following areas :-

   a) Skill Development: Conduct workshops, bootcamps, and hackathons to enhance students' technical expertise in fields like AI, blockchain, IoT, and cybersecurity.
   b) Industry Collaboration: Provide students with hands-on experience via live industry projects, internships, and skill certifications powered by 0xDay Blockchain Product 0xProfile.
   c) Talent Pool and Placements: Facilitate recruitment through access to a curated pool of skilled candidates and ensure active participation of companies in placements.

d) Knowledge Sharing: Exchange information on deep tech education, research initiatives, and teaching resources to benefit both Parties.
e) Faculty Development: Enhance faculty expertise through development programs and collaboration on research projects.
f) Entrepreneurship and Innovation: Support student startups and entrepreneurial efforts through mentorship, resources, and incubation programs; and

g) Any other areas of co-operation in the field to be mutually agreed upon by the Parties.

h) The parties agree to work together on the following activities as part of the MoU, but not limited to only these.

S No	Activity	Description
1	Workshops & Webinars	Workshops include technical sessions on emerging technologies (AI/ML, blockchain, IoT, etc.), soft skills training in communication and leadership, and skill certifications through blockchain tech based 0xProfile on in-demand tech stacks.
2	Hackathons	Hackathons include an annual flagship event on deep tech (e.g., AI in education, IoT in healthcare), themed hackathons throughout the year, and industry collaborations for sponsorship and mentorship.
3	Coding Bootcamps	Bootcamps for top talent feature intensive coding programs (Full Stack, AI/ML, LLMs), project-based learning with real-world applications, and mentorship from industry experts to enhance hiring potential.
4	Faculty Enrichment Program	A comprehensive Faculty Development Program (FDP) aimed at enhancing the professional skills and expertise of academic staff in emerging technologies and teaching methodologies through our flagship product 0xSkillMaps.

5	Incubation-E-Cell	Entrepreneurship/Incubation-E-Cell aims to nurture student startups by providing resources, mentorship, and infrastructure, along with pre-incubation, acceleration programs, legal and financial guidance, and opportunities for collaboration with industry.

2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

3. The Parties will have the right to use and publish any information derived from implementing the cooperation in respect of any area stated in paragraph 1 provided that written consent is obtained from the other Party. In the event that one Party wishes to publish, disclose and/or present (in any form of disclosure) the data and/or the outcomes arising from this Memorandum of Understanding, the Party will submit a draft of each such publication or presentation to the other Party and give the right to have certain parts of the said publication or presentation to be removed or amended by the other Party itself. In any such publication, the contribution of the Parties will be acknowledged.

ARTICLE III
PROJECT STEERING COMMITTEE

1. The Parties will establish a Project Steering Committee (hereinafter referred to as "Project Steering Committee") to review the implementation of this Memorandum of Understanding between the two Parties.

2. The Project Steering Committee will consider ways and means to promote the aforesaid objective and to ensure the proper coordination and implementation of its decisions and/or recommendations. The Project Steering Committee will also review the progress of the implementation of all understandings concluded between the Parties within the framework of this Memorandum of Understanding and take steps to ensure the active and prompt implementation of the understandings.

3. The Project Steering Committee with 0xDay representative will be chaired along by the Principal or alternatively by the Deputy Vice - Principal and by the Administrator of BMSIT&M or alternatively Vice Chancellor of BMSIT&M or Registrar or alternatively by the Director, International Relations and Research Collaborations, with participation by other relevant stakeholders of the Parties as appropriate and mutually agreed upon by the Parties.

4. The Project Steering Committee will meet at a date and venue convenient to and decided upon by the Parties.

6. The composition and procedure of the Project Steering Committee will be jointly decided upon by the Parties.

7. The decisions and other conclusions of the Project Steering Committee will be reflected in the minutes of the meeting and the Parties will take appropriate steps to implement these decisions and conclusions as soon as practicable.

ARTICLE IV
IMPLEMENTATION

In the implementation of this Memorandum of Understanding, **Tech 0x.Day Private Limited (0xDay)** and BMSIT&M will arrange the details of any activities to be carried out, recognizing that the exchange of any staff or materials will not necessarily be simultaneously reciprocal.

ARTICLE V
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to another.

2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE VI
PARTICIPATION OF THIRD PARTY

Either Party may invite the participation of a third party in the joint activities and/or programmes being carried out under this Memorandum of Understanding subject to written approval of the other Party. In carrying out such joint activities and/or programmes, the third party will be subject to all conditions and provisions of this Memorandum of Understanding unless the Parties agreed otherwise.

ARTICLE VII
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property (IP) rights will be enforced in conformity with the national laws, rules and regulations of the Parties.

2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out :-

(i) jointly by the Parties and obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and

(ii) solely and separately by either Party and obtained through the sole and separate effort of either Party, will be solely owned by the Party concerned.

4. The Parties agree that if any joint projects are undertaken in the course during the active duration of the signed Memorandum of Understanding, they would follow the terms mentioned in paragraph 2 of Article II, to avoid any conflict pertaining to intellectual property (IP) ownership. Therefore, the Parties acknowledge and agree that separate contractual document(s) shall be entered into between 0xDay and BMSIT&M in relation to IP ownership and commercialization prior to starting any joint projects.

ARTICLE VIII
CONFIDENTIALITY

1. Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding .

2. The Parties agree that the provisions of this Article will continue to be binding between the Parties notwithstanding the termination or suspension of this Memorandum of Understanding .

ARTICLE IX
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE X
REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding .

2. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and shall form part of this Memorandum of Understanding .

3. Such revision, modification or amendment will enter into force on such date as may be determined by the Parties.

4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE XI
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

ARTICLE XII
ENTRY INTO FORCE, DURATION, CONTINUATION AND TERMINATION

1. This Memorandum of Understanding will come into force on the date of signing and will remain in force for a period of five (5) years or as and when both the parties mutually agree to depart from MoU.

2. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its intention to do so.

3. Based on the performance of both the parties with continuous activities, the MoU can be extended for another THREE (3) more years for the benefit of both the parties.

4. The termination of this Memorandum of Understanding will not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this Memorandum of Understanding.

ARTICLE XIII
APPLICABLE LAW

This Agreement is subject to the laws of the Republic of India and the courts of Karnataka, India shall have the exclusive jurisdiction.

ARTICLE XIV
ASSIGNMENT

The agreement shall not be assigned in whole or part to any other party which is not part of this agreement, without prior written consent of the other party of this agreement.

ARTICLE XV
STAMP DUTY

1. Each party must bear its own costs arising out of the negotiation and preparation of this Agreement.
2. All stamp duty chargeable on this Agreement, on any instrument executed under it, and in respect of any transaction evidenced by this Agreement shall be borne equally by the parties.

ARTICLE XVI
NOTICE

1. Any notice required to be given pursuant to this Agreement shall be in writing and may be delivered or posted by ordinary mail, postage prepaid, to the Party to which such notice is required to be given under this Agreement at the address below.

To BMSIT&M
Dr. Sanjay H A
Principal, BMS Institute of Technology and Management,
Doddaballapur Main Rd, Yelahanka, Avalahalli,Bengaluru, Karnataka 560064
Phone : 080-68730444
Email: principal@bmsit.in

To Tech 0x.Day Private Limited (0xDay)
CIN: U62099KA2024PTC187319
Mr. Saran Kumar, Director
B011 Urbanest, 312 West, Sarjapura, Anekal, Bengaluru-562125, Karnataka
Telephone no.: +919441363963
Mobile phone no.: +918637605640
Email: saran@0x.day

2. The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice.

3. Any notice given under this clause by post shall be deemed to have duly served at the expiration of three (3) clear days (i.e. excluding weekends or public holidays) after the time of such posting and production of any official post office receipt showing the time and date of posting shall be conclusive evidence of the time and date of posting.

ARTICLE XVII
ENTIRE AGREEMENT

The terms of the agreement between the parties are those set out in this agreement and the schedules and no written or oral agreement or understanding made or entered into prior to the date of this agreement shall anyway be read or incorporated into this agreement.

ARTICLE XVIII
SUCCESSORS-IN-TITLE

This agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and of the parties thereto.

ARTICLE XX
PERSONAL DATA PROTECTION ACT 2010

The parties agree to comply with all data protection provisions including, without limitation, the personal data protection act 2010 and any other applicable legislation relating to data protection.

ARTICLE XXI
PROHIBITION OF CORRUPT PRACTICES

Conflict of Interest

1. Neither BMSIT&M nor any of its representatives shall give to, or receive from, 0xDay or its representatives any commission, fee, rebate, or any gift or entertainment of value in connection with this Memorandum of Understanding.
2. BMSIT&M shall:
    a. Promptly notify 0xDay of any violation of this clause; and
    b. Repay or credit to 0xDay any consideration received as a result of such violation.

3. In addition to the rights 0xDay has under this Memorandum of Understanding, if any violation of this Article occurring prior to the date of this Memorandum of Understanding resulted directly or indirectly in THE PARTNER entering into this Memorandum of Understanding, THE PARTNER may at its option terminate this Memorandum of Understanding at any time and (despite any other provision of this Memorandum of Understanding) pay no compensation or reimbursement to BMSIT&M whatsoever after the date of termination.

4. 0xDay shall:

    a. Promptly notify BMSIT&M of any violation of this clause; and
    b. Repay or credit to BMSIT&M any consideration received as a result of such violation.

5. In addition to the rights BMSIT&M has under this Memorandum of Understanding, if any violation of this Article occurring prior to the date of this Memorandum of Understanding resulted directly or indirectly in BMSIT&M entering into this Memorandum of Understanding, BMSIT&M may at its option terminate this Memorandum of Understanding at any time and (despite any other provision of this Memorandum of Understanding) pay no compensation or reimbursement to 0xDay whatsoever after the date of termination.

Anti-Corruption

1. Each Party shall:

    a. comply with all applicable laws relating to anti-corruption including but not limited to regulations of the Prevention of Corruption Act, 1988 (No. 49 of 1988), in connection with its conduct under this Memorandum of Understanding.
    b. Have and shall maintain in place throughout the term of the Memorandum of Understanding its own policies and procedures, to ensure compliance with the laws and will enforce them where appropriate; and

    c. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Memorandum of Understanding.

2. Each Party shall ensure that any associate (hereinafter referred to as "Associate") who it involves in the performance of any obligations under this Memorandum of Understanding and/or the provision of support services does so only based on a written agreement which imposes on and secures from such associate terms equivalent to those imposed on the Parties under this Article XXI. The Parties shall be responsible for the observance and performance by such associate of such terms and shall be liable to the other Parties for any breach by such associate of any such terms.

3. The Parties acknowledge and agree that any breach of this Article XXI (however trivial) shall be deemed to be an irremediable material breach of this Memorandum of Understanding.

Binding Obligations

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non binding statement of intent to establish genuine and mutually beneficial collaboration.

Authorized Signatories

Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated. Each party will designate an individual to discuss and explore the development of specific activities or programs.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed in their respective names by their duly authorized representatives.

Date of MoU: 17-July-2025 MoU Validity Period: 17th July 2025 – 17th July 2030	Time:
TECH 0x.DAY PRIVATE LIMITED	BMS Institute of Technology and Management
For TECH 0X.DAY PRIVATE LIMITED Mr. Saran Kumar Director Tech 0x.Day Private Limited (0xDay) Director Witnessed by: Mr. Naresh Director of Operations 0xDay	PRINCIPAL BMS Inst. of Tech.& Mgmt. Doddaballapur Main Road Avalahalli,Yelahanka, B'lore-64 Dr. Sanjay H A Principal BMSIT&M Witnessed by: Dr. Bharathi R Associate professor Dept. of CSE,BMSIT&M

The following Departments adhere to this MoU and are represented by their Authorised representatives.	Seal & Signatures
1. Dr. Bharathi R Associate professor Dept. of CSE,BMSIT&M	
2. Dr. Srivani P Associate professor, Dept. of AIML,BMSIT&M	
3. Dr. Saneesh Cleatus Thundiyil Associate professor Dept. of ECE, BMSIT&M	

POINT OF CONTACT

The persons of contact for the said MOU from both the sides would be as follows:

BMSIT&M Name: Dr Bharathi R Designation: Associate Professor Address:Department of CSE, BMSIT&M, Bengaluru. Email: bharavi_kumar@bmsit.in Phone: +91 9980876453	**Tech 0x.Day Private Limited (0xDay)** Name: Saran Kumar Designation: Director Address: Sarjapur, Bengaluru Email: saran@0x.day Phone: +918637605640

MEMORANDUM OF UNDERSTANDING
BETWEEN

BMS INSTITUTE OF TECHNOLOGY AND MANAGEMENT

AND

1 MILLION FOR 1 BILLION (1M1B)

AND

FLAUNCH INNOVATION PVT. LTD.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made on this 22nd October 2024 by and between:

BMS INSTITUTE OF TECHNOLOGY AND MANAGEMENT,(Through **AR VR HUB**) having its principal place of operations at Doddaballapur Main Road, Avalahalli, Yelahanka, Bengaluru, Karnataka 560064 (hereinafter referred to as the "BMSIT&M");

1 Million For 1 Billion (1M1B), a United Nations-accredited non-profit organization engaged in skilling and training youth for the future workforce through engaging programs, having its registered office at 692,Kay Aar Ivy, 2nd Floor, 6th A Cross, 3rd Block, Kormangala, Bengaluru, Karnataka 560034 (hereinafter referred to as "1M1B");

Flaunch Innovation Pvt. Ltd., is a youth centric organisation empowering youth for future careers through gamified challenges and experiences through its online platform, having its registered office at 179, 1st floor, Vijaya Nilayam, Pai Layout, Bengaluru 560016 (hereinafter referred to as "Flaunch").

PREAMBLE

Recognizing the imperative to equip students and faculty with essential future skills, mindsets, and tools to thrive in future job markets, 1M1B and Flaunch have initiated this partnership with **BMS INSTITUTE OF TECHNOLOGY AND MANAGEMENT**. The collaboration aims to designate the Institution as a "1M1B-Flaunch Future College," fostering an environment where students and educators engage with innovative skilling programs in emerging technologies.

ARTICLE I: OBJECTIVE

The objective of this MoU is to establish a strategic partnership between the Institution, 1M1B, and Flaunch. The collaboration seeks to:

- Promote and engage students and faculty in training and internship programs led by 1M1B.
- Utilize Flaunch's digital skilling platform to provide gamified, hands-on problem-solving experiences and challenges.
- Extend networking, collaboration, and knowledge-sharing opportunities through 1M1B and Flaunch's extensive network of corporate, government, and global partners.

- Recognize and reward engagement through media recognition and participation in talent showcase events.

ARTICLE II: ROLES AND RESPONSIBILITIES

2.1 Responsibilities of the Institution:

1. Designation as Future College: The Institution agrees to adopt the title "1M1B-Flaunch Future College," reflecting its commitment to the partnership and its role in fostering future-ready leaders.
2. Promotion and Engagement:
   - Actively promote 1M1B and Flaunch's training programs among students and faculty.
   - Encourage widespread participation and promotion of skilling initiatives and workplace experience programs.
   - Ensure minimum participation criteria for each program is met.
3. Support and Facilitation:
   - Provide access to campus resources necessary for the smooth execution of programs, including venues for events, technical infrastructure, and administrative support.
   - Assist in organizing and coordinating events, workshops, and activities related to the training programs.
4. Networking and Knowledge Sharing:
   - Facilitate opportunities for students and faculty to engage with industry experts, 1M1B and Flaunch partners, and other stakeholders through seminars, webinars, and networking events.
   - Encourage collaboration and knowledge exchange within the campus community and with external partners.
5. Entrepreneurial Support:
   - Assist 1M1B and Flaunch in connecting with the Head of the Institution's Incubation Centre to identify and support student-led ventures, startups and such entrepreneurial initiatives.
   - Promote 1M1B-Flaunch's Startup Accelerator programs and Hackathons among the student and faculty community, encouraging participation and engagement.
6. Program Integration:
   - Integrate 1M1B and Flaunch's programs into the Institution's academic and extracurricular frameworks, ensuring alignment with institutional goals and curricula.
7. Appointment of Point of Contact (POC):
   - Appoint a dedicated Point of Contact (POC) from the Institution who will be responsible for coordinating with 1M1B and Flaunch. The POC will manage communications, oversee the implementation of programs, and ensure smooth collaboration between the parties.

2.2 Responsibilities of 1M1B and Flaunch:

1. Program Development and Delivery:
    - Offer programs focused on digital skilling, sustainability, green skills, entrepreneurship, and emerging technologies such as Artificial Intelligence (AI), Augmented Reality (AR), Virtual Reality (VR), and Cyber Safety.
2. Access to Flaunch Platform:
    - Provide the Institution with access to Flaunch's digital skilling platform which enables gamified engagement with program challenges and workplace simulating project opportunities.
3. Recognition and Rewards:
    - 1M1B and Flaunch may offer media recognition to top-performing participants who actively engage and excel in the programs.
    - Subject to the level of participant engagement and performance, 1M1B and Flaunch may also organize talent showcase events, providing selected participants with opportunities to network with corporate, government, and global partners.
    - Top Colleges, based on performance and participation will be felicitated at 1M1B events
    - Special invitations will be forwarded to SPOCs of colleges and universities with positive and high engagement track at National level events organized by 1M1B
4. Startup Support:
    - If the Institution demonstrates strong entrepreneurial activity and meets specific criteria, 1M1B and Flaunch may collaborate with the Institution's Incubation Centre to identify and support student startups and entrepreneurial initiatives.
5. Program Information & Resource Provision:
    - Provide informational materials, including brochures and digital content, to aid in the promotion and understanding of the programs.
    - Offer training and support to educators and administrators to effectively utilize the Flaunch platform and integrate programs into the Institution's ecosystem.
6. Monitoring and Evaluation:
    - Monitor the effectiveness of the programs and gather feedback from participants to enhance future initiatives.
    - Provide regular reports to the Institution on program outcomes, participation metrics, and areas for improvement.

ARTICLE III: NON-FINANCIAL NATURE OF THE MOU

This MoU is non-financial in nature and is pursued solely in the best interests of all parties. There are no cost implications for the Institution or participants in engaging with the programs under this partnership.

ARTICLE IV: GENERAL PROVISIONS

1. Amendments: This MoU may be amended only by a written agreement signed by authorized representatives of all parties involved.
2. Confidentiality: The parties agree to maintain the confidentiality of all proprietary information exchanged under this MoU unless otherwise agreed in writing.
3. Dispute Resolution: Any disputes arising out of or in connection with this MoU shall be resolved through mutual consultation and negotiation in good faith.
4. Non-Binding Nature: This MoU is a statement of intent and does not create any legally binding obligations between the parties.
5. Logo and Branding Usage: The Institution, 1M1B, and Flaunch agree to allow the use of each other's logos and branding materials for the promotion of this partnership and related programs, following the respective branding guidelines and obtaining prior approval from the respective party.

ARTICLE V: TERM AND TERMINATION

1. Term: This MoU shall remain in effect for a period of 2 years from the date of signing unless terminated earlier by any party in accordance with the provisions herein.
2. Termination:
   - Either party may terminate this MoU with a 30-day written notice to the other parties.
   - In the event of a breach of any terms outlined in this MoU, the aggrieved party may terminate the MoU by providing a 30-day written notice to the other parties.

ARTICLE VI: ANNEXURE

1M1B and Flaunch may include specific details of the programs to be introduced under this partnership in an annexure to this MoU. The annexure will list the programs, training sessions, and any other pertinent information, and can be updated periodically as new programs are developed or existing ones are modified.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

For BMS INSTITUTE OF TECHNOLOGY AND MANAGEMENT	For 1 Million for 1 Billion (1M1B):	For Flaunch Innovation Pvt. Ltd.:
Name: DR. SANJAY. H.A	Name: ABHIRAM.N	Name: SAFFIN MATHEW
Title: Principal	Title: PROGRAM DIRECTOR	Title: DIRECTOR
Date: 22-10-2024	Date: 22/10/2024	Date: 22/10/2024
Sign:	Sign:	Sign:

BMS INSTITUTE OF TECHNOLOGY AND MANAGEMENT

DEPARTMENT OF AIML

Memorandum of Understanding (MoUs)

sn	Company Name	Tenure	Purpose
1	SNOWFLAKE	04-12-2025	Skill development Industry relavent training and employability opportunities for students
2	WORKATO	27-10-2025	Skill development Industry relavent training and employability opportunities for students
3	UNISYS INDIA PRIVATE LIMITED	11-06-2024	Skill development Industry relavent training and employability opportunities for students
4	TEX 0XDAY PRIVATE LIMITED	16-07-2024	Skill development Industry relavent training and employability opportunities for students
5	1M1B	22-10-2024	Skill development Industry relavent training and employability opportunities for students
6	FLAUNCH INNOVATION PRIVATE LIMITED	22-10-2024	Skill development Industry relavent training and employability opportunities for students
7	APIDREAMZ SOLUTION PRIVATE LIMITED	28-08-2021	Employment skill through internship for the students
8	SIMPRAGMA SOLUTION PRIVATE LIMITED	31-08-2021	Employment skill through internship for the students

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Memorandum of Understanding (MOU)

This Memorandum of Understanding is between the applicable Snowflake entity located at Snowflake.com/en/legal ("Snowflake") and BMS Institute of Technology and Management with address at Doddaballapura Main Rd, Yelahanka, Avalahalli, Bengaluru, Karnataka 560119 (Institution)

1. Purpose

This Memorandum of Understanding (MOU) outlines the Snowflake for Academia program, further described at learn.snowflake.com/en/snowflake-for-academia / and the collaborative efforts to facilitate the outreach and onboarding of eligible educators into it. Under this program, Snowflake is providing educators and students with free access to Snowflake software, training materials, as well as industry leading data curriculum and training for educators. Participation is for instructional use only and provides access to resources supporting data and AI education, training, and certification. This MOU does not establish any binding obligation between Snowflake and Institution.

2. Scope of Participation

Eligible educators may access the Snowflake for Academia program, which includes:

- Access to Snowflake's Platform: Participants will receive managed lab environments for hands-on learning.
- Comprehensive Teaching Resources: Including ready-to-use curriculum, lecture slides, and exercise workbooks.
- Training and Certification Support:
    - Self-paced and instructor-led courses covering Data Engineering, Data Science, and Data Analytics.
    - Snowflake SnowPro Associate: Platform Certification at no cost upon successful completion of required training.
    - Practice exams and certification preparation resources.
    - Support for Research and Learning: Educators and researchers may utilize Snowflake's platform for instructional and research purposes.

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3. Terms and Conditions of Participation

By participating in the Snowflake for Academia program, educators, in their individual capacity, acknowledge and agree to the following:

1. Instructional Use
    - Participation is strictly for educational purposes in an individual capacity.
2. Acceptance of Snowflake Terms of Service
    - Educators agree to Snowflake's Terms of Service in their individual capacity as a condition of participation located at Snowflake.com/legal.
3. Data Privacy & Compliance
    - Participants understand that Snowflake will process information in accordance with the Snowflake Privacy Notice found at Snowflake.com/legal.
4. Certification of Accuracy
    - Participants certify that all provided information is true and correct through acknowledging their acceptance of the Snowflake Terms of Service when they go to register for the Academia program.

4. Program Eligibility

Educators must meet the following criteria to participate:

- Affiliated with an accredited, degree-granting, nonprofit institution.
- Commit to incorporating Snowflake's educational materials into their teaching.
- Support students in gaining data and AI-related skills through Snowflake's learning resources.

Educators from a public University/Institution who are or may be involved in any aspect of their University/Institution's procurement of Snowflake are ineligible.

5. Term and Termination

This MOU is effective as of the date both parties have executed this MOU and remains in effect until either party elects to discontinue participation. Snowflake reserves the right to modify or terminate access to the program at its discretion.

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6. Non-Binding Agreement

This MOU is non-binding and non-exclusive and does not create any legal relationship or obligation between Snowflake and Institution.

7. Use of Snowflake Name and Logo

Educators participating in the Snowflake for Academia program may use the Snowflake name and logo in documents that support course administration and delivery, including invitations and promotional materials specifically related to Snowflake-enabled classes or workshops, provided such use is in accordance with Snowflake's brand guidelines, located at snowflake.com/brand-guidelines/. Educators may also use Snowflake-created course materials and presentations that include Snowflake branding in the delivery of such courses but should not alter the materials without review and approval by Snowflake. Educators should not publish or share any Snowflake-created course materials on any public (e.g., non-gated / password protected) domain without written permission from Snowflake.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the parties as of the date last written below.

Snowflake	BMS Institute of Technology and Management
Signature: Signed by: Juan Pablo Brockmann Del Valle 408A99BFBD5940E...	Signature: Signed by: 668D1960DD064C9...
Name: Juan Pablo Brockmann Del Valle	Name: Dr .Sanjay H A
Title: VP, Finance.	Title: Dr. Sanjay H A
Date: December 4, 2025 | 7:15 AM PST	Date: December 6, 2025 | 7:34 AM PST

EDU OPS
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INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

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Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	:	0 (Zero)
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Second Party	:	BMS INSTITUTE OF TECHNOLOGY AND MANAGEMENT
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Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Authorised Signatory
The Karnataka State Registration & Stamps Department
Official's Multipurpose Co-operative Society Limited
Rajajinagar Branch

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MEMORANDUM OF UNDERSTANDING
Between

M/s UNISYS INDIA PRIVATE LIMITED
RGA TECH PARK, SEZ, 5 TO 11 FLOORS, BLOCK-3, WING-B, SURVEY NO31/1,
CHIKKAKANNALLI VILLAGE, VARTHUR HOBLI, SARJAPUR ROAD, BENGALURU EAST TALUK, BENGALURU, KARNATAKA- 560035

&

BMS Institute of Technology & Management
YELAHANKA, BENGALURU

UNISYS INDIA PVT LTD

BMS Institute of Technology & Management
Yelahanka
Bangalore-64
Avalahalli

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.

KARNATAKA 560064

FOR

"UNISYS BMSIT&M INDUSTRY ENGAGEMENT / COLLOBORATION PROGRAM"

This Memorandum of Understanding (MoU) is made on this day 6-June-2024 BY AND BETWEEN

M/s. Unisys India Pvt Ltd a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at RGA Tech Park, SEZ, 10TH Floor, Block-3, Wing-B, Survey No31/1, Chikkakannalli Village, Varthur Hobli, Sarjapur Road, Bengaluru East Taluk, Bengaluru, Karnataka- 5600 35, India, namely in short "Unisys" which expression shall unless repugnant to the context there of shall remain and include its successors, legal representatives and permitted assigns, on the FIRST PART.

AND

BMS Institute of Technology & Management, Yelahanka, Bengaluru namely in short "BMSIT&M" represented by the Principal, BMSIT&M, Bengaluru, is engaged in running a professional higher educational institute imparting higher technical and management education and offering graduate, post-graduate and master programs, which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the SECOND PART.

The parties have led preliminary discussions in this matter and have ascertained areas of broad consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under Memorandum of Understanding.

Now this Memorandum of Understanding witnesses that:

1. SCOPE AND PURPOSE:

The parties recognize the benefits to be derived from this collaboration and cooperation for the further development of the students and faculty of the Institution. The purpose of this MOU is to define the areas for fundamental

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academic readiness, student training in which the parties' desire to work together for their mutual benefit and to foster a collaborative framework between the Institution and Unisys.

In order to improve professional skills for students, the first party will provide regular internships training and aid enhancing of job readiness of the student.

Non-binding: This MOU is not a formal undertaking but implies that the signatories will strive to reach the objectives stated in the MOU, to the best of their ability. With the exception of the sections entitled 'Confidentiality', 'Intellectual Property' 'Data Privacy" and 'Period of Validity', this MOU has no legal effect whatsoever and is not intended to create any legally binding obligations on either party.

2. OBJECTIVE OF MOU:

The primary objective of the MOU is to impart Advance training and conduct Seminars and workshops related to the employment and internship of students and to enrich students through various value-added activities and programmes for their academic growth, and better employment opportunities.

3. TECHNICAL AREA OF COLLABORATION:

- ✓ Provide academic interaction by delivering special lectures at BMSIT&M on topics of relevance to modern industry;
- ✓ Provide necessary help in organizing workshops/Seminars for enhancement of skills of students and faculty of BMSIT&M;
- ✓ Facilitate Industrial visit in vogue for providing exposure to the students to process and procedure;
- ✓ Usage of academic infrastructure of BMSIT&M for training students;
- ✓ Offering "Unisys Campus Research Program" to selected students ('participating students'). The purpose of the Unisys Campus Research

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Program is to establish partnership with Universities with an aim to promote and grow Unisys and Emerging Technologies, within Indian academia;

- ✓ Any other subject topic as may be of interest and relevance to the students;

4. PROPOSED MODE OF COLLABORATION:

Both the parties propose to collaborate through the following:

- ✓ Cooperation and promotion of education and training in areas of mutual interest;
- ✓ To provide training at BMSIT&M campus.
- ✓ Organizing Industrial visits, providing internship opportunities if available.
- ✓ Offer "Unisys Campus Research Program" to selected students.
- ✓ Any other appropriate mode of interaction mutually agreed upon.

5. TERMS AND CONDITIONS:

- ✓ The first party will provide experienced trainers/instructors for the training programme;
- ✓ The first party shall conduct seminars/promotional activities on request in the campus;
- ✓ The first party would provide necessary practical exposure to the trainees during industrial visit and also during other advance training sessions.
- ✓ The training will be imparted during the regular academic session.
- ✓ For conducting training at BMSIT&M, the parties will define and decide on the provision of requisite infrastructure with specialized and experienced faculty and training/study materials;
- ✓ The second party to intimate in advance regarding schedule/dates for such training programmes to be conducted;

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- ✓ For training to students, the second party will provide labs in their campus with basic infrastructure like Computers, Class rooms/tables, chairs, AC etc.
- ✓ The second party will provide PCs in Computer labs as required based on the student strength;
- ✓ The second party can provide feedback and tests for the purpose of quality monitoring and assurance;
- ✓ The first party will reserve the right to shortlist the candidates based on selection criteria of the industry.
- ✓ Financial arrangements for each specific collaboration will be decided on a case to-case basis and brought on record in each case after due approval from heads of both the Institutions.
- ✓ For the Campus Research Program:
    - BMSIT&M must arrange for participating students to sign a 'Student Agreement and Release' prior to commencing their participation.
    - The Research idea, the code base which Unisys, the participating student and/or BMSIT&M develop and the artifacts/ documents shall not be shared/ showcased, in any matter or in any form, to anyone other than Unisys and their University guides;
    - The final project shall be submitted jointly to BMSIT&M and Unisys, however the intellectual property rights in the research ideas and materials developed by or on behalf of Unisys, BMSIT&M and the participating students shall be retained by or assigned to Unisys. BMSIT&M is not entitled to own any intellectual property rights on the ideas generated during the course of the project;
    - The participating students will not be entitled to claim the IP rights of the idea. The idea, its IP rights and the ownership of the documents/ codebase/ artifacts shall at all times remain with Unisys;

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- Unisys shall provide mentorship to the participating students on a regular basis;
- Any publication of the idea in national or international journal or media in any form shall be pre-approved by Unisys;
- Each party will ensure that its personnel (including contractors) comply with this MoU and the parties confirm to each other that they have all terms in place with such personnel (including contractors) consistent with the requirements of this MoU.

6. CONFIDENTIALITY:

During the tenure of the MOU both the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU. Both the parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS. Further both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

7. INTELLECTUAL PROPERTY:

Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements,

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communications, stationery, web sites, or the like. Each party will remain the owner of their pre-existing intellectual property rights (and all modifications and derivatives thereto). Any new ideas, concepts, intellectual property rights, know-how, data processing techniques, software, documentation, diagrams, specifications, templates or tools developed (alone or jointly with BMSIT&M) by Unisys personnel will be and remain the property of (or otherwise vest on creation in) Unisys.

8. DATA PRIVACY:

Both the parties will abide by the Privacy Policy and statement of Unisys (Privacy Statement | Unisys Corporation | Unisys).

BMSIT&M represents and warrants that it has obtained the consent of its employees and staff to disclose their personal data to Unisys for the purposes of conducting the activities specified in and contemplated by this MOU. BMSIT&M must also obtain the written consent of each student to their personal data being disclosed to Unisys and used for the activities specified in and contemplated by this MOU.

9. PERIOD OF VALIDITY:

The cooperation is intended for an initial duration of three (3) years, with the possibility to extend through a mutual agreement in writing, whereas each Party will have the right to terminate its participation in the cooperation by (i) informing the other Parties, in writing, six (6) months in advance; or (ii) in circumstances of breach by the other Party, on 7 days' notice. On expiry or termination, each party will cease using and return to the other party that other party's information or materials still in its possession.

10. COORDINATION:

Both the parties will designate persons who will have responsibility for co-ordination and implementation of this agreement. Participating Staff involved in any activities under this MOU must adhere to laws and rules & regulations of the host institutions.

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11. CHANGE/AMENDMENT:

No changes/amendment can be made to this MoU without written consent and duly signed by all the parties. Document containing such additions, deletions/ alterations shall be signed by all the parties and shall form agenda to this MoU and be deemed to be part of this MoU.

12. DISPUTES:

All dispute or difference arising between the parties as to the effect, validity or interpretation of this MoU or as to their rights, duties or liabilities hereunder (Disputes) shall be resolved by mutual discussion between representatives of the parties.

13. ARBITRATION:

In the event of failure to reach an amicable solution by both the parties within thirty (30) days from the commencement of mutual discussions, such dispute shall be referred and settled by Arbitration. The Arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration proceedings shall be at Bangalore and the arbitration proceedings shall be in English language. The parties hereby agree to submit to the exclusive jurisdiction of the courts in Bangalore for initiating any legal action for enforcing any terms and conditions of rights and obligations under this MoU.

14. GOVERNING LAW AND JURISDICTION:

This MOU will be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision. Place of Jurisdiction will be Bangalore.

15. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the *parties,* acting by their duly

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authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

SIGNED by, for and on behalf of

(First party) Unisys

Authorized Signatory
Name: Srikanth Raghavan
Designation: Director
Seal

Witness:

1. Prasad Krishnagiri
   Engineering Director
2. FAISHAL SHEIKH
   Program Manager Campus Connect.

SIGNED by, for and on behalf of

(Second party) BMSIT&M

Authorized Signatory
Name: Dr. Sanjay H A
Designation: Principal
Seal

Witness:

ANIL. G. N
Designation: VICE PRINCIPAL

Dr. Manjunath T.N
Professor & Dean - CQ
BMSIT.

BMS Institute of Technology & Management
Yelahanka
Bangalore-64
Ayalahalli

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AGREEMENT

EDUCATION PARTNER PROGRAMME

This Agreement ("**Agreement**") is executed on this the 27th day of October, 2025 (the "**Effective Date**"):

BY AND BETWEEN:

Workato India Private Limited, a company incorporated under the Companies Act, 2013, having CIN U72900TG2022FTC158596, having its registered office at Level 3, Unit No. 301, Inani House, Plot No. 264, Kavuri Hills, Madhapur Phase II, Hyderabad - 500081, Telangana, India and represented herein by its [●] and authorised signatory, Mr./Ms. [●] (hereinafter referred to as "**Workato**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

BMS Institute of Technology & Management**,** a statutorily incorporated autonomous educational institution under VTU, with its address at Doddaballapur Main Road, Avalahalli, Yelahanka, Bengaluru - 560119 and authorised signatory, Mr. Dr. Sanjay H A (hereinafter referred to as the "**School/ College/ University**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

Workato and the School/ College/ University shall hereinafter individually be referred to as a "**Party**" and collectively be referred to as the "**Parties**", unless the context otherwise requires.

Whereas:

A. Workato provides a hosted online platform available as an ongoing service (the "**Workato Platform**") that is designed to connect applications and automation of business workflows ("**Business and IT Process Automation**"). Workato and the School/ College/ University wish to enter into this Agreement to facilitate investigations, planning, discussions and negotiations with each other relating to the Business and IT Process Automation for the students and/ or adult learners from the Computer Science and Engineering of the School/ College/ University ("**Students**"); and

B. The objective of this Agreement is to establish the intent of Workato and the School/ College/ University in working together to promote and facilitate the following ("**Project**"):

(a) Prepare the Students for Business and IT Process Automation careers; and

(b) Build a community of aspiring business professionals and leaders who are future-ready and competent in Business and IT Process Automation.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Scope of the Agreement.**

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- To achieve the objective of this Agreement and in consideration of both Workato as well as the School/ College/ University intending to undertake and promote the Project for the Students/ Staff (*as defined below*), the Parties agree to use commercially reasonable efforts to collaborate in the following areas, in addition to collaborating in some or all of the activities as further listed in **Annexure A**, as mutually agreed to between the Parties:

  (a) Deepen the skillsets of the Students in Business and IT Process Automation;

  (b) Work with the teaching staff of the School/ College/ University ("**Staff**") to promote a transfer of knowledge in Business and IT Process Automation, including, without limitation, through developing training programs and curriculum materials, providing Student internships or mentorship opportunities, or through guest lecture series, workshops, seminars, networking sessions and relevant trainings that encourage continuous skill expansion and develop competencies, as agreed by the Parties from time to time; and

  (c) Certify Staff and Students as Business and IT Process Automation professionals, to be future-ready and digital-savvy Business and IT Process Automation professionals.

- The Parties agree that in consideration of the acts and actions to be carried out by Workato in relation to the Project and the other activities listed in **Annexure A**, as already previously agreed to between the Parties, the School/ College/ University shall allow the representatives/ employees of Workato to teach and mentor its Students and/ or Staff in furtherance to the Project, and shall also carry out the activities as set out in **Annexure A**.

2. Term.

- This Agreement will commence on the Effective Date and remain in force for a period of two (2) years from the Effective Date. Thereafter, this Agreement will automatically renew for subsequent one (1) year terms unless either Party provides the other Party written notice of non-renewal at least six (6) months prior to the end of the then-current term.

3. Confidential Information.

- "**Confidential Information**" shall mean and include, but will not be limited to the non-public information, knowledge, materials, etc., whether or not such information is designated as 'confidential' or 'proprietary' at the time of disclosure, and includes any documents, materials, software, data, formulae, software codes, etc., as disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"). The obligations in relation to Confidential Information would be binding on the Receiving Party during the term of this Agreement and thereafter. The Receiving Party shall use the same degree of care and discretion to avoid the disclosure of the Confidential Information, that such Party uses to protect its own confidential information of a similar nature and of like importance, which shall be no less than a reasonable degree of care and discretion. Neither Party will use or disclose any Confidential Information except as specifically contemplated herein and to any other person other than its Representatives (*as defined below*) who need to know the Confidential Information for its performance of this Agreement. The Receiving Party shall further ensure that its Representatives maintain absolute confidentiality of the Confidential Information and that such persons are also bound by confidentiality obligations similar to those herein. The Receiving Party is responsible for the breach of any confidentiality obligations set out herein, both by itself and/ or by its Representatives. "**Representatives**" shall mean and include a Party, its affiliates and their directors, officers, employees, agents, teaching staff, students, contractors, consultants and professional advisors, as applicable.

- **Exception.** The foregoing restrictions do not apply to information that: (i) has been independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; (ii) has become publicly known through no breach of this clause by the Receiving Party; (iii) has been rightfully received by the Receiving Party, without obligation of confidentiality, from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the Disclosing Party; or (v) was known by the Receiving Party without obligation of confidentiality prior to receipt from the Disclosing Party. The burden of proving the applicability of the aforesaid (i) to (v), however, lies solely on the Receiving Party. The disclosure by the Receiving Party of the Confidential Information will not be considered a breach of this **Clause 3** (*Confidential Information*) to the extent that such Confidential Information is required to be disclosed by a competent legal or governmental authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure, assists in obtaining an order to protect the information from public disclosure (if legally permissible) and will only disclose that portion of Confidential Information that is legally required to be disclosed. The Confidential Information so disclosed shall continue to be considered and treated by the Receiving Party as Confidential Information itself, for any and all other purposes.

- **Return; Destroy.** The Parties shall not use, duplicate, copy, distribute, or otherwise disseminate the Confidential Information in any manner whatsoever, except as provided in this Agreement. Except as may be necessary to be retained by legal or archival requirements, external accounting standards, or regulatory requirements, all the Confidential Information, with any copies and records, will be promptly returned or in the event such information and the copies cannot be returned, the same must be immediately destroyed by the Receiving Party, at the Disclosing Party's discretion and upon its written request, including any written notice of termination of this Agreement by either Party. Notwithstanding anything to the contrary, the Receiving Party will not be obligated to erase Confidential Information contained in an archived computer system backup made in accordance with reasonable disaster recovery procedures, provided that such archived copy will remain subject to these obligations.

- **Irreparable Harm.** The Parties acknowledge that any breach of this **Clause 3** (*Confidential Information*) may cause irreparable damage to the Disclosing Party, for which monetary damages will not provide adequate compensation. In addition to any other remedy available at law or in equity, the Disclosing Party is entitled to seek specific performance and obtain injunctive or other equitable relief against a breach or threatened breach of this **Clause 3** (*Confidential Information*).

4. **Intellectual Property Rights.**

- **Intellectual Property.** All existing intellectual property rights (whether registered or unregistered), including but not limited to patents, copyrights, trademarks, designs, processes, know how, ideas, functional specifications, utility models, service marks, trade secrets or any other information of the Parties or any other rights similar to the aforesaid, in any country worldwide and in any form, media or technology ("**Intellectual Property**"), shall remain the sole and exclusive property of the Party owning, being the licensee of or disclosing the same. Neither Party shall acquire any rights in relation to the Intellectual Property of the other Party, either directly or indirectly, by reason of this Agreement.

- **Materials.** Any Intellectual Property used or proposed to be used for the Project by each Party will remain the property of the contributing Party. A separate agreement between the Parties shall dictate the ownership, exploitation, uses and related activities of any intellectual property rights that may be developed under the Project, by both the Parties. Any intellectual property developed independently by either of the Parties pursuant to the Project shall remain with and be owned by the developing Party. In addition, any training materials, programs or courses related to the Business and IT Process Automation ("**Materials**"), which are related to the Workato Platform, shall at all times be owned by Workato. In the event, however, that such Materials are not related

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to the Workato Platform, such Materials will be owned by the contributing Party, provided that each Party shall use such Materials solely and exclusively for the purposes directly related to learning, teaching or training as part of the Project.

- **Workato Platform.** For clarity, Workato shall own and retain all rights, title, and interest in and to the Workato Platform and all derivatives, features, modifications and updates thereto. Any use of the Workato Platform, whether by the Students or Staff, as applicable, will be governed by Workato's then-current licensing terms available at https://www.workato.com/legal/terms-of-service ("**Workato Terms**"). The Students and Staff shall not be able to use the Workato Platform unless they specifically agree to be bound by the Workato Terms. The School/ College/ University shall ensure the aforesaid. Notwithstanding the Workato Terms, any use of the Workato Platform under this Agreement shall be solely for: (i) the Students to learn to build Business and IT Process Automation for their personal learning purposes; and (ii) the Staff to deliver the desired learning experience relating to the Project to such Students only. Notwithstanding **Clause 4.2** (*Intellectual Property Rights*) above, any Materials related to the Workato Platform, whether developed by Workato or the School/ College/ University, will be owned by Workato and shall be the sole and exclusive property of Workato.

- **Obligation.** The School/ College/ University shall not, at any time, do or cause to be done any act or thing that in any way impairs or which may tend to impair Workato's ownership, rights, title and/ or interest in the Intellectual Property or other rights in the Workato Platform. Upon termination of this Agreement, the School/ College/ University shall immediately cease and desist from all use of Intellectual Property and other exclusive property that is owned by Workato, and/ or developed by Workato, in terms of this **Clause 4** (*Intellectual Property Rights*). The School/ College/ University, the Staff and the Students shall also immediately cease and desist from using the Workato Platform in any manner whastoever.

5. Licenses.

- **License Key.** Workato shall provide the School/ College/ University with the required license key(s) for the purposes of carrying out the Project and for the benefit of the Students/ Staff. The School/ College/ University, Students and Staff shall use the said license key(s) exclusively for the purposes as already agreed by and between the Parties, in relation to the Project. The Parties agree and understand that the aforementioned license key(s) is being provided by Workato only for the duration of this Agreement and such license key(s) shall be deactivated immediately, upon the termination of this Agreement. Additionally, the Parties further understand that upon any breach of the obligations of the School/ College/ University as set out in this Agreement, Workato may immediately deactivate such license key(s) and the School/ College/ University, Students and Staff shall not have access to the same thereafter.

6. **Termination.**

- **Termination**. Either Party may terminate this Agreement in the following manner: (a) with at least a six (6) months prior written notice to the other Party before the expiry of the then-current term; or (b) immediately, with a written notice: (i) in the event that the other Party is in breach of any obligation under this Agreement and such breach has not been cured within thirty (30) days after receipt of notice of such default from the non-defaulting Party; (ii) upon the institution by or against the other Party of insolvency, or bankruptcy proceedings or upon the other Party making an assignment for the benefit of creditors or upon the other Party's dissolution or ceasing to do business; or (iii) for any reason whereby the purpose/ objective of this Agreement cannot be undertaken by either of the Parties.

- **Effect of Termination**. The termination of this Agreement shall not affect the completion of any pending cooperative activities related to the Project facilitated under this Agreement, unless impossible to perform for reasons beyond the control of the Parties, provided that all rights

(including any access or license to the Workato Platform) granted to the School/ College/ University under this Agreement will immediately cease to exist.

- **Survival**. The provisions of **Clause 3** (*Confidential Information*), **Clause 4** (*Intellectual Property Rights*), **Clause 6** (*Expenses; Liability*) and such other clauses, which by way of their nature survive the termination of an agreement, will survive the termination of this Agreement.

7. **Expenses and Liability.**

- Each Party shall bear its own costs and other out-of-pocket expenses in relation to the execution of this Agreement and such other documents and agreements in relation thereto and in relation to their obligations pursuant to the execution of the Project.

- To the extent not prohibited by law, and except for each Party's gross negligence or willful misconduct, neither Party shall be liable to the other for any loss or damage suffered by the other in exercise of their rights under this Agreement. For the avoidance of doubt, neither Party shall be liable for any indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by negligence or breach of this Agreement.

8. **Force Majeure.**

- Neither Party shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage, act of God, electrical, internet, or telecommunication outage that is not caused by the obligated Party, state/ central government restrictions (including the denial or cancelation of any license), or other events outside the reasonable control of the obligated Party ("**Force Majeure**"). Both Parties will use reasonable efforts to mitigate the effect of a Force Majeure event. If such event continues for more than thirty (30) days, either Party may terminate this Agreement upon prior written notice. This Clause does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

9. **General.**

- **Assignment.** Neither Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party (not to be unreasonably withheld). Any assignment in violation of this provision will be void.

- **Notices.** All notices under this Agreement shall be in writing, sent to the addresses set forth above or such other address as either Party may specify in writing, and shall be delivered by: (i) personal/ hand delivery; (ii) electronic mail, along with a delivery receipt; (iii) registered speed post with an acknowledgement due; or (iv) a courier service. All notices shall be deemed to be given upon: (i) in the case of personal/ hand delivery, on such day; (ii) in the case of electronic mail, upon delivery of the same; or (iii) in the case of registered speed post with an acknowledgement due or courier, within seventy two (72) hours from the date on which the same was posted or on an acknowledgement of the notice by the applicable Party, whichever is earlier.

- **Governing Law.** This Agreement shall be governed by the applicable laws in India.

- **Dispute Resolution and Jurisdiction.** Should a dispute arise out of or relating to this Agreement, the Parties shall engage in good faith and informal dispute resolution for a period of thirty (30) days from the date of dispute. The Party claiming the dispute will deliver written notice to the other Party. Within five (5) business days of receipt of such notice, the Parties shall commence good faith discussions. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither Party will initiate any legal action until thirty (30) days after

the date of such written notice. Should the Parties fail to resolve such dispute informally, they shall thereafter submit to the exclusive jurisdiction of the courts at Bangalore, Karnataka.

- **Severability.** If any provision contained in this Agreement is, for any reason, determined to be invalid, illegal, or unenforceable in any respect under the applicable law, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Additionally, any invalid, illegal or unenforceable provision of this Agreement will be severed and replaced with a new provision that most closely reflects the original intention of the Parties.

- **Waiver.** The failure of any Party to enforce in any one or more instances the performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or a relinquishment of any right or claim, granted or arising hereunder or of the future performance of any such term or condition and such failure or delay by a Party, in exercising any right or remedy under this Agreement, shall in no way affect the validity of this Agreement or the rights and obligations of the Parties hereto. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving Party. The Parties acknowledge that a waiver of any of the terms or provisions hereof, can only be given by a written notice, issued by the Party waiving such term or provision.

- **Non-Exclusivity.** Each Party expressly acknowledges and agrees that the relationship between the Parties under this Agreement is non-exclusive, and nothing herein prevents either Party from entering into any collaborations or agreements with other parties, for any purpose or project, including any project which is the same as the Project.

- **No Partnership**. Nothing in this Agreement shall constitute or be deemed to constitute any agency, partnership, joint venture or relationship of employer and employee between the Parties. Neither Party shall have any authority, expressed or implied, to assume or create any obligation on behalf of the other Party.

- **Entire Agreement.** This Agreement and the annexure hereto constitutes and represents the entire agreement and understanding between the Parties relating to this subject matter and revokes and supersedes all prior or contemporaneous oral or written agreements concerning the subject matter of this Agreement. This Agreement may only be amended by mutual agreement between the authorized representatives of the Parties, in writing.

- **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An e-signature will be a valid signature. Delivery of a document by email will have the same effect as physical delivery of the document.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE EFFECTIVE DATE, IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Workato India Private Limited:

Signed by:
Signed: Sandeep Menon
265EDA235F77437...
Name: Sandeep Menon
Title: Managing Director, India
Date: Oct 28, 2025 | 6:47:10 AM PDT

BMS Institute of Technology & Management:

Signed by:
Signed: [redacted]
B257DB287E994E3...
Name: Dr. Sanjay H A
Title: Principal
Date: Oct 28, 2025 | 6:20:36 AM PDT

Docusign Envelope ID: 2525F18D-E01B-4002-B431-994A83CCE3D7

Annexure A - Scope of Activities for Collaboration

1. **Workato's scope.** Taking into account the resources available, Workato agrees to use commercially reasonable efforts to allocate sufficient resources and manpower to:

(a) during the term of the Agreement and subject to the compliance with the Workato Terms and the terms of the Agreement, provide the Students and Staff with access to the Workato Platform solely for: (a) Students to learn to build Business and IT Process Automation for their personal learning purposes; and (b) Staff to deliver the desired learning experience relating to the Project to such Students only;

(b) develop curriculum materials, courses and certifications on Business and IT Process Automations for full-time and part-time diploma courses and continuous education and training related to the Project;

(c) conduct necessary training and certification sessions for Staff to effectively teach the curriculum materials developed by Workato for the Project;

(d) collaborate with the School/ College/ University on Students' internships;

(e) provide support to the School/ College/ University in industry events and engagements on Business and IT Process Automations, including planning and organizing workshops, developing content and sending Representatives from Workato to participate in panel discussions, as agreed by the Parties from time to time; and

(f) use Student related information shared by School/ College/ University (e.g., names and School/ College/ University email addresses of Students) solely to fulfill the purposes and obligations as set forth in this Agreement, including giving Students access to the Workato Platform, sharing materials, resources and information as contemplated in this Agreement.

2. **School/ College/ University's scope.** Taking into account the resources available, the School/ College/ University agrees to use commercially reasonable effort to allocate sufficient resources and manpower to:

(a) conduct Workato's Business and IT Process Automations course and explore the inclusion of Workato Platform into the School/ College/ University's curriculum course for Students;

(b) provide support to Workato on planning and organization of workshops, including encouraging Students to get certified, advising Workato on suitable dates and times for the workshops, as well as gathering Students' attendances;

(c) provide support to Workato on development, delivery and promotion of curriculum materials, courses and certifications on Business and IT Process Automations, including assigning at least one Staff member who will learn, develop expertise and deliver the courses to the Students, and sharing course catalogs and information on the School/ College/ University's website(s) or through email notifications to Students;

(d) encourage Students to build and implement Business and IT Process Automations for their projects and internships, and assign Students to be certified by Workato for Business and IT Process Automations;

(e) invite Workato for industry engagements by the School/ College/ University, such as workshops, talks, panel discussions, fireside chats, etc.; and

(f) provide Workato with periodic reports, which may include the name of the class(es) and Students enrolled in each class for Workato to use in accordance with paragraph 1(f) above.