MEMORANDUM OF UNDERSTANDING (MOU)

Between

K.R. MANGALAM UNIVERSITY

EDUCATION FOR LIFE

(Recognized by UGC and a member of AIU)

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

and

Mugilann

Mugilann Autonomous System Private Ltd,

Registered office villa 237, Maple Town, Suncity,

Bandalguda Jagir – 500086, Telangana

MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN

MUGILANN AUTONOMOUS SYSTEMS PRIVATE LIMITED

AND

K.R. MANGALAM UNIVERSITY

This Memorandum of Understanding ("MoU") is effective as of the 27th May 2022 ("Effective Date") by and between:

Mugilann Autonomous System Private Ltd, (hereinafter referred to as "Mugilann" or "MAS", of the FIRST PART) a company incorporated under the Companies Act, 1956, represented by its authorised representative Mr. B. Kartikeya, and having its registered office villa 237, Maple Town, Suncity, Bandalguda Jagir – 500086, Telangana, also acting for the benefit of its Affiliates.

And

'K.R. MANGALAM UNIVERSITY' (KRMU), a University established under "The Haryana Private Universities Act, 2006" amended 08 of 2013 and under section 2 (f) of UGC Act, 1956 empowered to confer or award degree under Section 22 of the UGC Act 1956 and having its campus at Sohna Road, Gurugram, Haryana -122103 and represented through its Registrar, by Gp. Capt. Praveen Mahajan duly authorized to execute this Agreement, hereinafter referred to as "KRMU" (which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the SECOND PART)

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

Introduction

Whereas KRMU specializes in imparting education and promises to deliver academic excellence through industry-ready learning programs guided closely by a group of prominent thought leaders across top universities and industries

WHEREAS, MAS is engaged in the business of offering proprietary unmanned aerial, terrestrial and aquatic vehicles solutions with applications in commercial, industrial and defense markets specialized in design, development and manufacturing of unmanned vehicles and Autonomous systems as well as individual components, including servo drives, pan-tilt platforms, parachute rescue/landing systems and other UAV accessories and components., and having valid permissions and approvals, required under the UAS Rules 2021.

The member(s) of KRMU involved in this MoU or in any project specific Teaming Agreement will receive/disclose Confidential Information on behalf of KRMU. He/She/They will execute the obligations of non-disclosure of Confidential Information received from MAS - KRMU as per the NDA dated: 27 May 2022 signed between the Parties.

The Parties wish to work in a collaborative initiation of training, teaching & research projects by the students of KRMU in designing, developing products in the field of aerospace . The degree of mutual interest is so great that considerable advantage may accrue in the field of education & research & development.

The collaboration will be established within the principles set out in the following sections:

1. **Objective of MoU:**

   a) **Scope** : Both the Parties agree to develop the following collaborative activities in the Education and research areas of mutual interest, for use & benefit of the students of the KRMU, on a basis of equality and reciprocity: -

   i. Multiple surveillance payloads of Unmanned Aerial Systems (UAS)
   ii. Education on Manufacturing and Piloting of UAVs / Drones / RPAS and Image processing products and services for Security and Surveillance ranges of products for Aviation industry.
   iii. Education on Manufacturing and Piloting of UAVs / Drones / RPAS products and services for Security and Surveillance ranges of products for Defence / Aviation / PMF industry
   iv. Education on Instrumentation for homeland security applications
   v. Collaboration in research and development, in the field of mutual interest, .

vi. The exchange of academic materials and publications,

vii. Undertaking joint research and development, submission of joint proposal,

viii. The Parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions for such activity such as deliverables, funding, developers, intellectual property will be specified in a separate project specific "Teaming Agreement".

ix. Any other activities or any specific project of mutual interest which could be decided at a later stage for which a separate teaming agreement would be executed.

2. Order of Precedence:

In the event of any interpretation conflict between this MoU and any project specific Teaming Agreement, the spirit of this MoU will prevail over for governance related matter/s and the terms of concern specific Teaming Agreement shall prevail for project specific matter/s.

3. Intellectual Property Rights:

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it. Any background intellectual property to be used in any specific project shall be expressly mentioned in its Teaming Agreement.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course execution of any project under this MoU shall be decided through a separate project specific Teaming Agreement/s.

4. Effective date, duration, termination of the MoU:

The MoU shall be effective from the Effective Date, upon signatures of the Parties and shall remain in force for a period of five (5) years. The Parties may, on mutual agreement, extend the term in writing further. The MoU may be terminated by either Party by giving a written notice of 60 (sixty) days to the other Party, mentioning sufficient cause for such termination. However,

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both the Parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion. Clauses 3, 5, 6, 7, 8, 9 and 10 shall survive the termination or expiration of this MoU.

5. Confidentiality:

Confidential information shared between the Parties under this MoU or any Teaming Agreement will be governed by (and subject to) the terms and conditions of the Non-Disclosure Agreement (NDA) dated:27th May 2022 entered between the Parties.

6. No Limitation of Liability and Waiver, and Indemnification:

a) MAS shall be liable for all the liability claims such as loss, costs, damages, attorney fees against customer or any third party, arising from any of its activities that are attributable for responsibilities of MAS under this MoU and Teaming Agreement.

b) KRMU shall be liable for all the liability claims such as loss, costs, damages, attorney fees, against customer or any third party, arising from any of its activities that are attributable for responsibilities of KRMU under this MoU and any Teaming Agreement.

c) In the event any Party suffers any interpersonal losses and damages due to any material breaches any of the its obligations stated hereunder and the same is not remedied within reasonable period after having notified so in writing, the defaulting Party shall indemnify the suffered Party of all the accessed losses and damage, including any legal and attorney expenses incurred if any.

7. Publicity:

Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures.

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8. Independent Contractors:

For the purposes of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

9. Assignment:

This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the MoU.

9A Indemnity

MAS shall ensure compliance of the statutory requirements under the UAS Rules or any other applicable law and would always keep KRMU indemnified of any loss , damage, or other actions for violation or non-compliance of the requirement of law

10. Amendment:

Any amendment or variation to this MoU shall be made by a written MoU between the Parties.

11. Arbitration and Governing Law:

This MoU shall be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Hyderabad/ Gurugram shall have the exclusive jurisdiction.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within ten (10) working days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to CEO or Director, MAS and VC , KRMU who will then jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received, such dispute shall be referred to arbitration under the Arbitration and

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Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with said Rules. The seat of the arbitration shall be Hyderabad/ Gurugram. The arbitration shall be conducted in the English language and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

12. Notices.

Any notice or other communication hereunder shall be addressed to the respective addressee set forth above in the preamble and shall be deemed reached effective upon receipt (or refusal of receipt) if delivered personally; or if sent by pre-paid overnight postal courier or speed post when consignment physically gets delivered in receiving Party's custody; or if sent via any electronic facsimile such as e-mail and fax, upon the acknowledgement of the receiving Party about the receipt of such electronic communication.

13. Severability.

In the event any portion of this MoU is deemed invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this MoU shall remain in full force and effect.

14. Force Majeure.

The obligations of either Party to perform under this MoU shall be excused during each period of delay caused by matters (not including lack of funds or other financial causes) such as strikes, utility interruptions, delays, epidemic and pandemic, shortages of raw materials, government orders, acts of God or other circumstances that are reasonably beyond the control of the Party obligated to perform (each a "Force Majeure Event"). Each party shall use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

15. Entire Agreement.

This MoU constitutes the entire, complete, final understanding between the Parties concerning the objectives set forth above and supersedes any previous understandings, commitments, or agreements, oral or written if any exist to the fullest extent. Each Party covenants that there is no

other MoU between itself and any other third party or parties (person, firm, or corporation etc.) which would impair the full force and effect of this Agreement.

In witness thereof, the Parties hereto have signed this MoU on the Effective Date mentioned hereinbefore.

For Mugilann Autonomous Systems Pvt. Ltd.

For and on behalf of MAS

Authorized Signatory

Signature

Name: Mr. B. Kartikeya

Designation: Head Business Development & CRM

Date: 27th May 2022

Seal

Witnesses: (Name & Address)

1. _____

MAS Hyderabad

2. _____

MAS Hyderabad

For and on behalf of KRMU

Signature

Name: Gp. Capt. Praveen Mahajan

Designation: Registrar

Date: 27th May 2022

Seal

Witnesses: (Name & Address)

1. _____

KRMU Haryana

2. _____ (Deepak Mishra)

KRMU Haryana

K.R. Mangalam University, Gurugram