



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ('MOU') is made at Bangalore on this 20 Nov 2017 ("the Effective Date") by and between:

WIPRO Ltd., a company incorporated under laws of India, having its registered office at Wipro Limited, Doddakannelli, Sarjapur Road, Bangalore - 560 035, India (hereinafter referred to as "**Wipro**"), which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its affiliates, successors and assigns).

JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY KAKINADA, a State Government University established in India and having its campus at Pithapuram Road, Kakinada, Andhra Pradesh 533 003, India (hereinafter referred to as "**JNTUK**").

Wipro and **JNTUK** are hereinafter collectively referred to as '**Parties**' and individually as a '**Party**'.

WHEREAS:

WHEREAS, **Wipro** is a leading software services company, willing to support - start up ideas, technology training and marketing.

WHEREAS, **JNTUK** is one of the leading Technological Universities in India located in Kakinada, Andhra Pradesh, will provide necessary infrastructure support at its Incubation Centre for the purpose of the same.

WHEREAS, **JNTUK** and **Wipro** wish to **collaborate on incubation and startup ideas**

WHEREAS **Wipro** and **JNTUK** are contemplating to enter into a long term mutually beneficially relationship to work in various areas of Computer Science such as Machine Learning, Big Data Analytics and IoT to solve the problems related to Health Care, Smart City applications, Cyber Security, Manufacturing and Natural Resources Management sectors.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Intention/ Objective of MOU

Wipro and **JNTUK** will engage in discussions to increase their business relationship and to use reasonable efforts and exercise good faith to negotiate and execute an appropriate agreement to implement the Project and Initiative. Parties may execute specific SOWs from time to time

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which will be governed by this MOU, till the time this MOU is superseded by the Agreement, as per terms of this MOU.

This MOU sets forth the current intentions of the Parties with respect to the initiative, and any agreement between the Parties is subject to the negotiation, finalization and signature of a final agreement ("**the Agreement**"). Till such Agreement is executed between Parties, this MOU serves as reference document for all purposes for the initiative. Nothing in this MOU will be deemed to constitute or create a joint venture, partnership or other formal business entity or fiduciary relationship between Wipro and JNTUK.

This MOU is intended to serve as a general basis for commencing negotiations for binding agreement between Wipro and JNTUK with respect to the matters referenced herein. This MOU does not contain all of the detailed provisions to be incorporated in any such agreement, but does reflect the current mutual intentions of the Parties. With the exception of Paragraphs 5, 6, 7, 8, 9, 10, 11, 12 and 13 hereof, which are intended to be binding upon the Parties, neither Wipro nor JNTUK shall have any legal obligation under or by virtue of this MOU, including any obligation to enter into any contract to provide any services, or to disclose any information, or to jointly conduct any marketing activities, or to make any investment, or pay any consideration or compensation, whether or not expressly described herein.

2. Contributions of JNTUK

It is intended that the Agreement shall include, but not be limited to, provisions obliging the JNTUK to make the following contributions to the Initiative :

- a) JNTUK will periodically refer startups to team for specified needs or themes, as agreed by Parties.
- b) JNTUK will engage with Wipro to explore ways to help select Startups based on mutually agreed criteria forgo to market via the Wipro sales/pre-sales teams.
- c) JNTUK periodically may include or invite Wipro for initiatives/ events that would be appropriate from an ecosystem perspective
- d) JNTUK may work with Wipro on thought leadership stand point subject to governing Wipro processes and procedures.
- e) JNTUK will designate a single point of contact to enable success of the agreement. The details of the same will be shared by JNTUK in writing with Wipro.

3. Contributions of Wipro

It is intended that the Agreement shall include, but not be limited to, provisions obliging Wipro to make the following contributions to the Project:

- a) Startups accelerated & referred by JNTUK would have priority access to Wipro's Open Innovation initiatives

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- b) Targeted Wipro wide marketing support will be provided for creating proactive opportunities/ GTM support for select startups
- c) referring relevant startups from across the globe for partnering with the JNTUK
- d) Wipro will designate a single point of contact to ensure success of the agreement. The details of the same will be shared by Wipro in writing with JNTUK.

4. Term and Termination

This MOU will commence on “**the Effective Date**” and shall be valid for *2 year* there from (“**the Expiry Date**”). Notwithstanding the aforesaid, either Party may terminate this MOU at any time upon 30 (thirty) days prior written notice to the other Party, with or without cause, and without liability of any kind to the other party. Upon termination of this MOU, each Party agrees to return all properties including Confidential Information shared with it by the other Party under the terms of this Agreement.

5. Expenses

Other than as provided for elsewhere in this MOU, each Party shall bear its own costs, expenses and taxes incurred in connection with the performance of their respective obligations under this MOU.

6. Limitation of liability and Indemnity

The Parties mutually agree that to the full extent permitted by law:

- (a) Each Party is not liable for loss of profits, business interruption, loss of business information, economic loss or for any indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MOU; and
- (b) Each Party's total liability for any other damage is limited to the amount actually paid by the other Party to the first Party in respect of the Project.

A Party's liability for a breach of a condition or warranty implied under any law which cannot be lawfully modified or excluded by this MOU is limited at that Party's discretion and as permitted by law to:

- (a) supplying services again, or paying for their re-supply; or
- (b) Repairing or replacing goods, or paying for their repair or replacement.



7. Right to Use Name / Public Announcements

Neither Party may use the name of the other Party as a reference in negotiations with third parties; or in press releases or other public notifications, except with the prior written consent of the other Party.

8. Non-exclusivity

This MOU is non-exclusive and the Parties shall be free to enter into similar agreements with other parties covering cooperation on technologies and products within the scope of this MOU.

9. Confidentiality

The Parties acknowledge that, in the course of their negotiations under this MOU, it may be necessary for one Party to provide documentation, technical and business information and/or intellectual property, in whatever form recorded (collectively, "Confidential Information"), to the other Party. All Confidential Information provided or disclosed by either Party hereunder shall remain the property of the furnishing party, and shall be held in strict confidence by the receiving Party up to 1 (one) year from the date of termination of this MoU, unless the furnishing Party otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws. Confidential Information furnished by any Party hereunder (i) shall not be reproduced or copied, in whole or in part, by the receiving Party except for use as specifically authorized by this MOU; (ii) shall, together with any copies thereof, be returned to the disclosing Party, or at the request of the disclosing Party, destroyed, when no longer needed for purposes of this MOU; and (iii) shall only be disclosed by the receiving Party to its employees who have a need to know such Confidential Information in connection with the performance of this MOU; and who have agreed to comply with the confidentiality obligations set forth herein.

10. Governing Law

The validity and interpretation of this MOU shall be governed by the laws of India. If any dispute arises out of this MOU between the Parties, then the Parties shall resolve that dispute by negotiations in good faith. If the dispute cannot be resolved within sixty (60) days of commencement of negotiations, then the same will be referred to arbitration. The arbitration tribunal shall comprise of three arbitrators, one to be appointed by each Party and the third arbitrator to be appointed by the two arbitrators so appointed. Such arbitration shall be governed by the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be in the English language. The venue of arbitration shall be New Delhi, India. The arbitral award shall be final and binding upon the Parties, and each Party agrees to bear its own costs of arbitration and to equally share the fees of the arbitration tribunal, unless the arbitration tribunal decides otherwise.

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11. Amendments or modifications

No amendment or modification to this MOU may be made except by as agreed in writing by authorized representatives of both the Parties.

12. Notices

All notices required to be given under this MOU shall be in writing and may be served in person, sent by pre-paid mail to the Party's address as set out in this MOU.

13. Relationship

The relationship, between the Parties shall always be on a principal to principal basis and nothing herein contained shall construe either Party to be the agent or representative of other.

14. Entire Agreement

This MOU supersedes all prior discussions and understandings (whether oral or written, including all correspondence) between the Parties with respect to the subject matter of this MOU, and this MOU constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof.

15. GENERAL CLAUSES

- a) Each party shall treat the business, technical, financial information, negotiations and the content of this MOU as Confidential Information. Neither party shall disclose any confidential information to any third party without the consent of the other party or use such Confidential Information except to the extent necessary to carry out obligations for which it is been provided. This obligation does not apply if (a) it is or becomes generally available to the public; or (b) is independently developed by the other party without the use of such disclosed materials; or (c) has been acquired through a third party who is not obligated under this MOU; or (d) was already in its possession prior to the date hereof or (e) if the party is required to disclose by operation of law. The obligation shall survive three (3) years after the termination of this MOU. Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.
- b) Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without it's fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually

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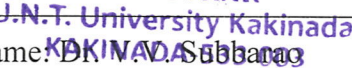
severe weather, earthquakes, explosions, acts of god or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body

- c) Notwithstanding anything to the contrary in this MOU, any Exhibit or Attachment or any other document signed between the Parties regarding the subject matter of this MOU, either prior or subsequent to this MOU, under no circumstances will either party be liable for indirect, special, consequential or incidental losses or damages (including, but not limited to loss of profits, lost or damaged data, failure to achieve cost savings, loss of equipment or systems, or the failure of or increased expense of operations) of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, tort, strict liability or otherwise, even if such damages are foreseeable or either or both parties have been advised of the possibility of such damages.
- d) The parties recognize and understand that this document is an expression of intent and merely shall be considered as a starting point for further discussions and negotiations. Accordingly, except for relevant parts of Sections 5 - 15 nothing in this MOU shall be construed as to be legally binding for any of the parties and shall under no circumstances create any legal obligations or commitments. Hence and notwithstanding anything to the contrary in this agreement, any Exhibit or Attachment or any other document signed between the parties regarding the subject matter of this agreement prior to this agreement, in no event shall either party be liable to the other for the non-fulfillment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party as a result of such non-fulfillment or non-performance.

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16. This MOU shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this MOU shall be referred to Arbitration, the proceedings of which shall be governed by Rules of Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as on date above written.

Wipro	JNTUK
By signing this MOU, I also confirm that I am authorized to sign on behalf of Wipro.	By signing this MOU, I also confirm that I am authorized to sign on behalf of JNTUK.
Signature: 	Signature:  REGISTRAR
Name: K.R. SANTIV	Name:  J.N.T. University Kakinada
Title: SVP	Title: Registrar, JNTUK
Date: 1/12/2017	Date: NOV 20 th , 2017

WITNESSES:

1. 
CHAITANYA K.N.
Sr. Consultant
CTO Open Innovation
WIPRO LTD



2.


Dr. J.V.R. MURTHY, M.Tech., Ph.D.
Director of Incubation Center
JNTUK, KAKINADA-3