

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on this **Twelfth Day of February 2010** ("Effective Date") by and between

Tejas Networks Limited, a company incorporated in India, having its principal offices at No 58, 1st Main Road, J. P. Nagar, III Phase, Bangalore, India- 560078 ("Tejas"); and

Jawaharlal Nehru Technical University Kakinada, an autonomous university, having its principal offices at JNT University, Kakinada-533 003, Andhra Pradesh, India ("JNTUK").

The JNTUK and Tejas shall individually be referred to as a "Party" and jointly as the "Parties".

The JNTUK and Tejas desire to collaborate together for the **establishing a Centre of Excellence ("CoE") in Optical Networking at JNTUK's Kakinada campus** as per the scope specified in the sections to follow.

The Parties hereby agree as follows:

1. Scope of the MOU

Tejas and JNTUK would work towards setting up a Centre of Excellence in Optical Networking at JNTUK campus in Kakinada.

Some of the key activities of this CoE would be as below:

- 1.1. JNTUK and Tejas realize the importance of faculty being abreast of the technology directions and advances. It is proposed that Tejas would offer Training to Faculty at JNTUK either at Tejas premises in Bangalore or at any of the JNTUK campuses,
- 1.2. Optical networks are key part of the backbone of information infrastructure all over the world. Students must be made aware of the concepts and advances in this field on continual basis. Tejas would help JNTUK design Curriculum that would provide students opportunity to build skill that would be immediately useful in the industry,

- 1.3. Tejas would help JNTUK set up a state-of-the-art Laboratory where students and faculty would be able to learn advance communication technologies, set up experiments for hand-on training and work on the enhancement of technologies,
- 1.4. This CoE would be play a key role in development of students and their career enhancement. Tejas would offer projects to selected students to do their major and minor projects at Tejas' facilities in Bangalore and elsewhere. Tejas shall institute an award for students who would do best in the optical Networking course/project work. The award shall be called "Best Optical Networking Student of the year". As part of the award, Tejas shall present a citation and cash or equivalent.
- 1.5. Tejas would also participate in job placement activity at JNTUK in order to provide select students a career option in Optical Networking domain,
- 1.6. This CoE will have a charter to help the JNTUK set up a state-of-the-art information grid (network) amongst its constituent and affiliate Institutes. However, this activity would require JNTUK to have access to substantial funding. The CoE would help architect, design and implement such a network.

2. Execution Phases

In order to have measureable progress, the entire sets of activities above have been divided in multiple phases. The phases and their activities are:

- 2.1. Phase 1 – Germination Phase (Activities 1.1 and 1.2)
Tejas shall provide training to a select set of faculty on Optical Networks. Once faculty is experienced in optical networking, they can help with execution of subsequent phases.
- 2.2. Phase 2 – Nurturing Phase (Activities 1.3 and 1.4)
In this phase, students are taught the concepts and given an opportunity to experience what they have been taught to enhance their learning.
- 2.3. Phase 3 – Reaping Benefits (Activities 1.5 and 1.6)
The institution benefits via a state-of-art optical network to meet its communication needs. With the telecom revolution sweeping

the country, the students would come out with skill sets that are suitable for the absorption in the industry.

3. Roles and responsibilities

The activities defined above require co-operation between JNTUK and Tejas as described herein:

Activity 1.1:

Tejas responsibility

- a. Define training schedule
- b. Prepare training material
- c. Designate training personnel

JNTUK responsibility

- a. Provide faculty names
- b. Arrange logistics for conducting the training at JNTUK campus

Activity 1.2:

Tejas responsibility

- a. Provide list of topics and relevant literature
- b. Critical review of the curriculum and course content

JNTUK responsibility

- a. the topics and prepare class material

Activity 1.3:

Tejas responsibility

- a. Provide a lab design including servers, test equipment and network equipment
- b. Provide requisite network equipments
- c. Oversee lab setup

JNTUK responsibility

- a. Provide lab space and facilities
- b. Procure lab infrastructure including third party equipments

Activity 1.4:

Tejas responsibility

- a. Visit campus at appropriate times to select students for major/minor projects
- b. Provide them projects and mentors at Tejas facilities

JNTUK responsibility

- a. Intimate Tejas on schedules for projects
- b. Facilitate test/interview of students

Activity 1.5:

Tejas responsibility

- a. Visit JNTUK campus for recruitment
- JNTUK responsibility
 - a. Intimate Tejas on schedules for placement
 - b. Provide preferential slot for Tejas for on-campus recruitment
- Activity 1.6:
 - Tejas responsibility
 - a. Provide architectural and design of the network
 - b. Advice on the implementation details
 - JNTUK responsibility
 - a. Identify facilities to be connected along with services to be provided through the network and arrange funds
 - b. Identify provider of fiber plant for connectivity
 - c. Carry out implementation phase with help from various service providers and constant advice from Tejas

4. Confidentiality

- 4.1. Confidential Information. As used in this MOU, the term "Confidential Information" means any and all confidential or proprietary information emanating from a Party's business, in any form, including but not limited to information relating to the disclosing Party's past, present or future research, development or business activities, products, computer programmes, services, trade secrets, marketing strategies and plans, documentation, financial information, customers or supplier details, pricing and other materials. Confidential Information may also include oral information disclosed by one Party to the other pursuant to this MOU, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by the disclosing Party within a reasonable time (not to exceed thirty (30) days) after its first oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving Party.
- 4.2. Treatment of Confidential Information. Each Party will treat as confidential all Confidential Information of the other Party and shall not to disclose such Confidential Information to any third party without prior written consent of the other Party except as may be necessary for the purposes of this MOU. Without limiting the foregoing, each of the Parties will use at least the same degree of care with respect to the Confidential Information that such Party

uses to prevent the disclosure of its own confidential information of like importance. Each Party will promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

4.3. Exceptions. Notwithstanding the above, neither Party will have liability to the other with regard to any Confidential Information of the other which the receiving Party can demonstrate:

- (a) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving Party;
- (b) was known to the receiving Party through no breach of any other confidentiality MOU at the time of disclosure, as evidenced by the receiving Party's files in existence at the time of disclosure;
- (c) was independently developed by the receiving Party as evidenced by the receiving Party's files in existence at the time of disclosure;
- (d) is disclosed by the disclosing Party to any third party without confidentiality obligations similar to those contained in this MOU; or
- (e) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving Party will provide prompt notice thereof to the disclosing Party prior to any disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

4.4. Confidentiality of MOU. Each Party agrees that the specific terms and conditions of this MOU will be treated as confidential information and that no disclosure thereof will be made in any form without the prior written consent of the other Party, except (i) as required by applicable disclosure laws; (ii) to accountants, banks, financing sources, lawyers and related parties subject to a duty not to disclose to others; or (iii) in connection with the enforcement of this MOU.

5. Ownership

Except as provided herein, this MOU will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or know-how to either Party. Each Party will own and retain all of its right, title, and interest in and relating to its intellectual property rights in its products and services and Confidential Information, both currently used and that which may be developed and used in the future.

6. Term and Termination

- 6.1. Term. The term of this MOU will be Five (5) years from the Effective Date, provided that the MOU shall automatically terminate in the event of any of the following events occurring:-
- i) Execution of the *Definitive Agreement* between the Parties;
 - ii) Mutual agreement by the Parties to terminate this MOU;
- 6.2. Termination for Cause. Either Party may terminate this MOU following thirty (30)_days written notice to the other of a material breach of this MOU if such breach is not cured within such period. The Parties acknowledge that each has an independent reputation with its respective clients which they may elect to protect irrespective of any breach by the other. Each Party agrees to provide the other with any and all data, assistance and information reasonably required to cure such breach.
- 6.3. Consequences of Termination. In the event of termination or expiration of this MOU, each Party will immediately (i) make any outstanding payments to the other; and (ii) return any products, software or hardware, if any, marketing materials, and Confidential Information provided by the other Party.
- 6.4. Survival. In the event of termination or expiration of this MOU, then the provisions of this MOU that are intended by their nature to survive such termination or expiration shall survive, including but not limited to those provisions contained within the following Sections. Surviving sections - 5, 6.4, 6.5 8 and 8.
- 6.5. Termination Remedies Not Exclusive. The termination rights and obligations of the Parties set forth above in this Section are not

exclusive, but are in addition to any other rights and remedies available to the Parties, in law or in equity, for breach of this MOU.

7. Force majeure

In the event that either Party is unable to perform any of its obligations under this MOU as a result of natural disasters, strikes, lock outs, regulations of governmental bodies, or any other delay or failure which arises from causes beyond a Party's reasonable control (hereafter referred to as a "Force Majeure Event"), the Party whose performance has been so affected shall not be liable for such nonperformance but shall promptly give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this MOU shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice terminate this MOU.

8. General provisions

8.1. Governing Law: This MOU will be governed by, and interpreted under, the laws of India and jurisdiction limited to Courts at Bangalore, India.

8.2. Dispute Resolution: Should any dispute arise between the Parties, the Parties will attempt to resolve the dispute in good faith by senior level negotiations. If such negotiations do not result in a resolution of the dispute, Parties shall refer such dispute to arbitration. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and the venue of the arbitration shall be at Bangalore. The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect itself from any irreparable harm or losses, including but not limited to losses arising from breaches of intellectual property rights and confidentiality.

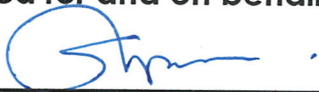
- 8.3. Compliance with Laws. Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.
- 8.4. Assignment. This MOU will bind and inure to the benefit of the successors and permitted assigns of the Parties, but neither Party will have the right to assign or otherwise transfer its rights or obligations under this MOU without receiving the express prior written consent of the other Party, such content not be unreasonably withheld.
- 8.5. Modification and Waiver. No modification to this MOU, nor any waiver of any rights, will be effective unless agreed to in writing by the Party to be charged. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
- 8.6. Notices. All notices, consents and other communications hereunder to be given in writing, as expressly provided herein, will be transmitted to the addresses for the Parties first set forth above or to such other addresses as either Party may substitute by written notice to the other in such manner. Any such notice will be deemed served when delivered.
- 8.7. Severability. If any provision of this MOU is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.
- 8.8. Relationship of Parties. The Parties are independent contractors. Under no circumstances will the employees of one Party be deemed the employees of the other Party. This MOU does not grant authority for either Party to act for the other in an agency or other capacity on the behalf of the other Party.
- 8.9. Publicity. Tejas and JNTUK will not make any public statement, including but not limited to, press releases or public announcements, referencing the relationship established under this MOU without prior consultation with and written approval by the other, except as required by law.

8.10. Entire MOU. This MOU, sets forth the entire MOU and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written MOUs, understandings, representations, conditions and all other communications relating thereto.

8.11. Counterparts. This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

The Parties acknowledge that the undersigned are duly authorized to execute this MOU effective as of the Effective Date.

Signed for and on behalf of Tejas



Signature

**Name: Sanjay Nayak
Title: CEO and MD,
Tejas Networks Limited**

Signed for and on behalf of JNTUK



Signature

**Name: Dr. V Ravindra
Title: Registrar,
JNTUK, Kakinada**