

Non-binding Memorandum of Understanding (MOU) for Collaborative Business Engagement

This Non-binding Memorandum of Understanding for Collaborative Business Engagement (“MOU”) is hereby entered into by and between **NVIDIA Corporation** a Delaware corporation (“NVIDIA”), with its headquarters located at 2788 San Tomas Expressway, Santa Clara, CA 95051 and **Teerthanker Mahaveer University** (“COMPANY”), a private university in Moradabad, in the state of Uttar Pradesh, India, with its headquarters at Delhi Road, NH 24, Bagadpur, Uttar Pradesh 244001. NVIDIA and COMPANY are referred to collectively in this MOU as the “Parties” and individually as a “Party.”

WHEREAS, NVIDIA is a global enterprise in the business of providing graphics processing unit (GPU) -based technologies with specific expertise in Artificial Intelligence (AI) and Deep Learning.

WHEREAS, **Teerthanker Mahaveer University** is a State Private University established by Act No. 30 of 2008 of the Government of Uttar Pradesh.

WHEREAS, this MOU is intended to facilitate a collaborative relationship between the Parties who desire to bring AI to a New Generation of Students and Developers. The outlook is to help establish a ‘**Centre of excellence**’ with ‘**NVIDIA Jetson AI/DL Embedded Lab**’ for AI at the Edge to help engineers, researchers and data scientists, educators to gearing up for promising careers in AI and robotics.

Now, therefore, the Parties agree as follows:

1. **Collaborative Terms.** The Parties will use good faith efforts to collaborate as agreed to and described in Exhibit A Description of Collaborative Business Engagement as attached hereto and made part of this MOU.
2. **Nature of the Memorandum of Understanding.** This MOU is for discussion purposes only and is not intended to be, and does not constitute, a binding legal commitment, offer or agreement, and does not give rise to any legally binding obligations or liabilities of NVIDIA or COMPANY, or any of their respective subsidiaries and affiliates. During the term of this MOU the Parties shall remain independent contractors and this MOU shall not be construed as constituting either Party as an agent or subcontractor of the other or give effect to or otherwise imply the formation of a partnership, joint venture or other formal business organization of any kind. Neither Party shall be required by this MOU to enter into any binding agreement for any of the collaboration business opportunities and any binding agreement entered into by the Parties will be subject to written approval by the Parties (“Binding Agreement”).
3. **Intellectual Property.** This MOU does not offer or grant to a Party, by implication, estoppels or otherwise, any ownership rights in, or license under, the other Party’s pre-existing intellectual property or the other Party’s intellectual property that was developed outside the scope of this MOU, such intellectual property including but not limited to patents, inventions or technical information, know-how, software, drawings, data, plans, ideas or methods. Any intellectual property developed, created or made exclusively by one Party in performance of this MOU that is not an improvement or derivative of the other party’s pre-existing intellectual property (hereinafter “Solely Developed Foreground Intellectual Property”) shall be solely owned by that Party. The Parties do not intend that any intellectual property will be created jointly in the course of this MOU. If, during the term of the MOU, joint intellectual property development

appears possible, the Parties agree to discuss to find an agreeable mechanism to resolve ownership of any such joint intellectual property.

4. **Non-Exclusive Agreement.** Each Party acknowledges that this MOU is not exclusive and either Party may enter into one or more other agreements with any other party to develop a similar and/or competing system. In the event either Party pursues a competing opportunity outside of this MOU (a "Competing Opportunity"), the Party pursuing the Competing Opportunity ("Competing Party") agrees in connection with such Competing Opportunity not to use or disclose to any third party the other Party's (a) pre-existing intellectual property, including but not limited to patents, inventions or technical information, know-how, software, drawings, data, plans, ideas or methods, used or disclosed by such other Party in connection with this MOU; and (b) any such information shall be deemed to be governed by the terms of the Nondisclosure Agreement (hereinafter defined).
5. **Publicity.** Neither Party shall release any publicity or advertising in connection with this MOU, without the prior written approval of the other Party.
6. **Confidentiality.** The Parties intend that the terms and conditions of the MOU shall be confidential. As a result, NVIDIA and COMPANY have entered into a Nondisclosure Agreement annexed to this MOU as **Exhibit B** which is considered a part of this MOU (the "Nondisclosure Agreement").
7. **Limitations of Liability.** Except for breach of Section 4 (Non-Exclusive Agreement), Section 4 (Publicity), and Section 5 (Confidentiality), neither Party is subject to any legal liability resulting from performance or non-performance under this nonbinding MOU and neither Party shall make a claim against, nor be liable to, the other for any damages suffered because of any performance or failure to perform any obligation hereunder even if a Party had been advised, known, or should have known of the possibility thereof, including but not limited to, lost profits, lost business revenues or other commercial or economic loss of any kind.
8. **Expenses.** The Parties will each bear their own costs associated with any activity contemplated by this MOU, and neither Party is authorized or empowered to obligate or bind the other or to incur any costs on behalf of the other. In the event of litigation relating to this MOU, if a court of competent jurisdiction determines in a final, non-appealable order, that this MOU has been breached, directly or indirectly, by either Party, such breaching Party (as so determined) shall then reimburse the non-breaching Party (as so determined) for all of its costs and expenses, including without limitation reasonable legal fees and expenses, incurred in connection with any such litigation.
9. **Choice of Law.** Regardless of its place of negotiation, execution, or performance, this MOU and the interpretation thereof shall be governed by the substantive law of the State of Delaware, without regard to its conflicts of law provisions.
10. **Termination.** The Parties agree that this MOU will terminate on the earliest to occur of the following:
 - a. One (1) year from the date of execution of this MOU unless mutually agreed to be extended by the Parties;
 - b. Five (5) business days following written notice from either Party to the other Party to the effect that the noticing Party wishes to terminate this MOU; or

c. Mutual written agreement of the Parties.

In the event that the Parties execute a Binding Agreement in pursuit of a specific collaborative business opportunity, the terms of the Binding Agreement shall supersede all the terms within this MOU solely as they relate to the subject matter of the Binding Agreement.

11. **Amendments and Assignment.** This MOU may not be modified unless by the mutual written consent of the Parties. Any changes made to this MOU after the first party to sign shall be void unless accepted in writing by both Parties. Neither Party may assign this MOU in whole or in part without the prior approval of the other Party which shall not be unreasonably withheld.

12. **Effective Date.** This MOU is effective as of the date of the last signature below.

In Witness, the Parties have executed this MOU as of the below signed date.

Teerthanker Mahaveer University

DocuSigned by:

NVIDIA Corporation

DocuSigned by:

By: _____

Dr. Aditya Kumar Sharma

By: _____

Deepu Talla

B338287AC263439...

C7EC3E1307D641C

Dr. Aditya Kumar Sharma

Deepu Talla

Name: _____

Name: _____

Registrar

VP & GM - Embedded and Edge Computing

Title: _____

Title: _____

08 July 2021

07 July 2021

Date: _____

Date: _____

EXHIBIT A

Description of Collaborative Business Engagement

NVIDIA and **Teerthanker Mahaveer University** intend to collaboratively work to help establish a 'Centre of excellence' with 'NVIDIA Jetson AI/DL Embedded Lab' for AI at the Edge at Teerthanker Mahaveer University to help engineers, researchers and data scientists, educators to gearing up for promising careers in AI and robotics.

Contributions from NVIDIA:

- **For setting up of the NVIDIA Jetson AI/DL Embedded Lab, NVIDIA, will extend the following:**
 - NVIDIA will provide (thru its India Distribution Partner) around **20 Nos of NVIDIA® Jetson Nano™ Developer Kit's** and an assorted bundle of accessories to enable the set of the embedded AI /DL Lab.
 - NVIDIA JetPack SDK & NVIDIA DeepStream SDK along with and GPU-accelerated applications, pre-trained models, and more from NGC™ at <https://www.nvidia.com/en-in/gpu-cloud/>
 - **JETSON AI Courses and Certifications:** NVIDIA will extend two certification tracks— **Jetson AI Specialist** and **Jetson AI Ambassador** with details as below:
 - **Jetson AI Specialist:** This will be open to both Students and Faculty and recognizes competency in Jetson and AI using a hands-on, project-based assessment.
 - **Jetson AI Ambassador:** This certification is for educators and recognizes competency in teaching AI on Jetson using a hands-on, project-based assessment and an interview with the NVIDIA team. In addition to certification, the Jetson Ambassadorship will provide additional benefits including freely available curriculum and open-source platforms for educators to build their AI curriculum, Expense reimbursement) up to USD\$500 per approved event held free exclusively for academic students and staff. Consideration for free developer kits (up to five) through the Jetson Nano 2GB Developer Kit Grant program, Formal inclusion in DLI Certified Instructor Program etc.
Program Details: https://developer.nvidia.com/embedded/learn/jetson-ai-certification-programs#course_outline
 - Special considerations (co-investment with educational bundles) for NVIDIA GPU cards and NVIDIA DGX™ systems & Supercomputers.
 - Teaching Kit for Deep Learning. This will be delivered vide registration @ the NVIDIA GPU Educators Program <https://developer.nvidia.com/educators> .
 - NVIDIA Branding for the Lab.
- **Workshops & Hackathon:** (1 No Minimum, Online) DLI Ambassador Workshop for all Teerthanker Mahaveer University Students and an AI Hackathon –Edge AI solutions focused in collaboration with Teerthanker Mahaveer University.

Contributions from Teerthanker Mahaveer University:

- **Towards the AI/DL Lab**
 - Allot required space (Standard Computer Lab room) & infrastructure for the required Lab along with supporting training classes & on-premises research works.
 - Ensure required compute Infrastructure for the AI/DL Lab, including AI training compute Infrastructure and any associated accessories and peripherals for the projects being undertaken.
 - Lead Faculties, academic researchers and Compute & Lab Infrastructure Administrators will have to be assigned by the Institute to start and run the programs.
 - Include AI/Deep Learning Course as elective – core or optional as applicable for the various education streams offered by the Institute in UG and PG Branches.
 - Teerthanker Mahaveer University will also nominate a minimum of 4 Educators or Research Assistants to apply and get certified as Jetson AI Ambassador.

Key Relationship Contacts:

Teerthanker Mahaveer University: Dr. Aditya Kumar Sharma,Registrar,Teerthanker Mahaveer University,N.H.-24, Delhi Road, Moradabad-244001,Uttar Pradesh, +91-591-2350500.

NVIDIA: Unnikrishnan A R, Head- Developer Eco System, DLI & CSP Business at NVIDIA South Asia, 91 (80) 66317732