

Memorandum of Understanding

This Memorandum of Understanding ("MoU") datedOctober, 2011 ('Effective Date') is made between

Intel Semiconductor (US) Limited, having its office at 32nd Floor, Two Pacific Place, 88 Queensway, Central, Hong Kong ("Intel"), which expression unless repugnant to the context or meaning hereof shall include its successors, administrators or permitted assignees.

And

Tumkur University (TU), having its administrative office at Vishwavidyalaya Karyalaya, University Constituent College Campus, B.H Road, Tumkur 572103, which expression unless repugnant to the context or meaning hereof shall include its successors, administrators or permitted assignees.

Intel and TU may be referred to herein individually as a "Party" and collectively as "Parties".

WHEREAS

Intel proposes to support TU to develop and implement Intel® Atom™ based embedded curriculum in Post Graduate and Diploma courses ("Courses") in Computer and electronic sciences field for the benefit of non engineering students pursuing such Courses, to enable the said students to acquire industry relevant skills in the field of Embedded Technology.

1. OBJECT OF THIS MoU:

The object of this MoU is to outline the general framework for the proposed collaboration between the Parties as specified in Annexure 1.

2. Confidentiality and Publicity:

The existence and contents of this MoU and any other confidential information exchanged between the Parties shall be held in confidence in accordance with the Confidentiality and Non-disclosure Agreement No. 90547126 dated 24th June, 2011 (the "CNDA") signed between the Parties.

Either Party shall not make any public announcement relating to this MoU without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties agree that any announcement concerning the execution of this Agreement shall be a mutually agreed upon joint announcement.

3. **Non-Binding Nature:** This MoU outlines the business relationship contemplated by the Parties. However except for matters set forth in Sections 2 to 12, this MoU does not create a binding agreement between the Parties with respect to the matters contemplated herein. This MoU is a statement of intent only and is intended only to provide the general principles and key term for initial cooperation, understanding and negotiation between the Parties. This

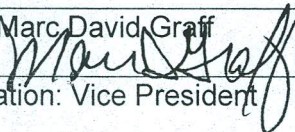

MoU does not constitute an offer, binding commitment or obligation on either Party, nor shall it be construed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exist until the parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.

4. **Non Exclusivity:** Nothing in this MoU shall mean or shall be construed to mean that any of the Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.
5. **Limitation of Liability:** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY, END USERS OR ANY OTHER THIRD PARTY, FOR ANY INDIRECT, SPECULATIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER THIS MOU BASED ON FAILURE TO ULTIMATELY COMPLETE THE ACTIVITIES ENVISIONED HEREIN. IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER EXCEED RUPEES FIVE LAKHS (Rs. 5, 00, 000/-). However, there shall be no limitation of liability in case of breach of the provisions in respect of confidentiality under Section 2 hereinabove.
6. **Intellectual Property:** All Intellectual Property, including but not limited to trade secret(s), copyrights, know how, or patents, owned or possessed by either Party prior to the Effective Date shall remain the property of the said Party. Except as expressly agreed otherwise by authorized representatives of each Party pursuant to a written agreement, any and all intellectual property developed or created by or for a Party after the Effective Date as part of the delivery of the services or performance under this MoU shall be owned solely by the Party that developed, created or had such Intellectual Property developed or created. No license or any other right is granted or conferred under any Intellectual Property rights now or hereafter owned or controlled by either Party by implication, statute, inducement, estoppel or otherwise. The Parties agree that in the event that intellectual property is a deliverable of any services that may be provided under the MoU, a separate agreement will be executed in respect of the ownership and license rights in respect of such intellectual property.
7. **Costs:** Except as may be otherwise stated in this MoU, each Party will be responsible for its own expenses in connection with all matters relating to this MoU. In no event shall any of the Party be liable to the other for any costs, expenses or other liability of any kind whatsoever. (even if such Party has been advised of the possibility of such losses or damages) based upon or arising out of other Party's performance of or failure to perform the activities described herein, except for any damages arising from any breach of Section 2 hereinabove.
8. **Term, Termination and Survival:** This MoU shall commence on the Effective Date and continue in full force and effect thereafter until 5 (five) years from the date of execution or otherwise terminated or extended by the Parties in writing, whichever is earlier. Either Party may terminate this MoU at any time, with or without cause, by giving the other Party Thirty (30) days prior written notice. In such an event, both Parties agree to fulfill their respective obligations which have accrued or arisen under the Annexure up to date of such termination.

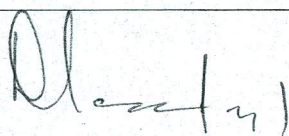
Within thirty (30) days after the termination of this MoU, each Party shall prepare all items of the other Party in its possession for shipment and shall promptly deliver such material/ items to the other Party and shall erase all electronic copies of this or any other confidential information of the other Party. Effective upon the termination of this MoU any permission as may have been granted to use the other Parties name, trademarks or trade names shall lapse. Termination of this MoU by either Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination.

9. **Choice of Law:** This MoU shall be governed by and construed in accordance with the laws of India without reference to principles of conflict of laws and the parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore for any action or proceeding regarding this MoU.
10. **Relationship:** The Parties agree that nothing in this MoU should be construed as creating a partnership, employer-employee relationship, agency, franchise or joint venture, of any kind, between the Parties, and that neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, nor make any representations or warranties on behalf of the other, without the other Party's prior written consent in a separate writing.
11. **Entire Understanding, Amendment, Assignment:** This MoU along with the Annexure-1 sets forth the entire and final understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of all the Parties. No right, duty or obligation under this MoU may be assigned, delegated, factored or subcontracted in any manner by either Party without the prior written consent from the other Party, except that Intel may assign its rights or delegate its duties to Intel Corporation and / or any of its affiliates and subsidiaries.
12. **Notices:** All notices shall be directed in writing to the address aforesaid of the parties.

The signature of the Parties below indicates their agreement with the foregoing MoU.

Intel Semiconductor (US) Limited	Tumkur University
Name: Marc David Graff 	Name: DR. D. SHIVALINGAIH
Designation: Vice President 	Designation REGISTRAR
Date: 20 Sep 2011	Date: 21-01-2012

LEGAL OK	
Sridhar	29Aug2011
Sridhar.H.N	


Registrar
Tumkur University
Tumkur

ANNEXURE-1

The Parties agree in principle that:

Intel and TU may develop and implement Intel® Atom™ based embedded curriculum in PG courses ("Courses") in Computer and electronic sciences field for the benefit of non engineering students pursuing such Courses (M.Sc Computer Science, M.Sc Electronics, M.Sc IT or MCA), to enable the said students to acquire industry relevant skills in the field of embedded Technology.

In pursuance of this

- TU may provide infrastructure in its campus to set-up the Center of Excellence (CoE);
- TU may develop a detailed curriculum based on the model Curriculum such that the enrolled students to the Courses benefit from the Program;
- TU may ensure that the staff teaching the Courses take part in the faculty training program;
- TU may provide leadership in further training the faculty of other state universities as and when required;
- Intel may provide 20 (twenty) Intel® Atom™ Kits to support the setting up of a Center of Excellence (CoE) Lab on Embedded Systems curriculum at TU;
- Intel may share technology expertise for curriculum development, technology material/white papers related to embedded systems.
- Intel may fund training of the faculty of TU and other universities in the State of Karnataka.
- Intel may donate USD 10,000 to TU so that TU shall utilize the donation in the collaboration Program of Intel® Atom™ based embedded curriculum.