

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“this MoU”) is made and entered into on **8th January 2024** by and between

**Kumaraguru School of Innovation (KSI), a division within Kumaraguru institutions, Kumaraguru College of Technology (KCT) Campus, Coimbatore**, an Institution affiliated to Anna University, is recognized as an intellectual industry hub for learning and practice located at **Athipalayam Rd, Chinnavedampatti, Coimbatore, Tamil Nadu 641049** (hereinafter referred to as ‘KSI’), of the FIRST PART. Kumaraguru College of Technology (KCT) was established in 1984 by the Ramanandha Adigalar Foundation, an educational trust registered under Indian Trusts Act 1882, having its office at KCT campus, Coimbatore.

AND

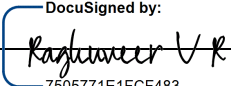
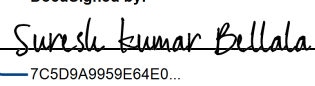
**Thoughtworks Technologies (India) Private Limited**, a Company registered under the Companies Act 1956, bearing CIN U72900KA2001PTC029086 having its registered address at ACR Mansions, 147/F, 2nd Floor, 8th Main Road, 3rd Block, Koramangala, Bangalore 560034 India and having its branch office at **KCT Tech Park, 1st Floor, Thudiyalur Rd, Saravanampatti, Coimbatore, Tamil Nadu 641049** (hereinafter referred to as “Thoughtworks”, of the SECOND PART,

**Thoughtworks and KSI** are individually referred to as “PARTY” and collectively referred to as “PARTIES”.

Thoughtworks is a leading global software technology consultancy and **KSI is an entity within Kumaraguru Institutions at Kumaraguru College of Technology campus, Coimbatore, comprising departments from multiple disciplines like engineering, technology, science and applications**

**1. ITEMS OF COLLABORATION**

Both Parties hereto have agreed to jointly work and seek collaboration opportunities aligned with each party's respective vision, mission, and impact goals with a key focus on the following core

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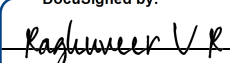

areas:

- Thoughtworks had imported an autonomous vehicle (AV Equipment) for research purposes and to build a software stack to run the vehicle autonomously and now set up a safe parking environment/lab at Thoughtworks office, KCT Tech Park, Thudiyalur Road, Saravanampatti, Coimbatore, Tamil Nadu 641049 for conducting research activities.
- KSI has approached Thoughtworks for a collaboration to give its students a good exposure to such new age technologies. Thoughtworks agreed to provide a learning environment for KSI students.
- Design and development of the software stack: Thoughtworks will bring its expertise in software development in autonomous vehicle technology. KSI may work with Thoughtworks in its effort to design and develop the software stack.
- Testing and validation: Once the software stack has been developed, the organizations may work together to test and validate its performance and reliability, using the AVs and the trial track on the KSI - KCT campus.
- Student involvement: Students from KSI departments may be given the opportunity to work on the project and gain hands-on experience in the field of autonomous vehicle technology. Student team may include students from various disciplines from undergraduate, postgraduate and doctoral programs.
- Sharing resources and expertise: The organizations will support each other in terms of resources and expertise to maximize the efficiency and effectiveness of the engagement.
- Mechanical design and development: The mechanical expertise of the Kumaraguru Institutions and access to lab facilities may be used to help design and develop mechanical components of the AV Equipment, such as the vehicle's actuators and other mechanical systems.

**2. SCOPE OF MOU**

Thoughtworks and KSI shall work jointly to carry out programs in the above said areas with specific objectives, terms and conditions to be jointly agreed under the MoU.

- In this collaboration, Thoughtworks will be bringing its expertise in software development to the project, while KSI will be providing students with the opportunity to work on the project and gain hands-on experience in the field of autonomous vehicle technology.
- Thoughtworks shall permit students from KSI to participate in research and collaboration subject to its internal guidelines and project plan. Thoughtworks shall be free to restrict students' access to certain stages of experiments or research, if such stages are managed only by experts.
- There will be a joint approval process between KSI and Thoughtworks to ensure that the authorized students work on this project. KSI will identify a professor under whom students will work and there will be a joint approval process to sign off on the student team. There

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will be periodic reviews conducted by Thoughtworks and KSI to ensure that the authorised student team is handling the vehicle.

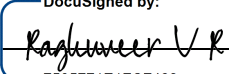
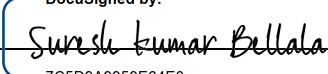
- d. The organizations will likely work together to design, develop, and test the software stack, ensuring that it is robust and reliable.
- e. KSI is offering to provide space (a covered space of about 7mx5m with facility to lock and under the surveillance of CCTV) on its campus for parking AV Equipment as part of the collaboration with Thoughtworks. KSI will also ensure appropriate access control, security and safety of the assets including but not limited to the AV Equipment provided by Thoughtworks.
- f. KSI is offering to set up work benches (desks, chairs and mechanical/electronic equipment) near the vehicle to facilitate a smooth working environment.
- g. Also, it is likely that the campus will be used as a trial track (preferably during the least traffic hours), where the AV Equipment can be tested in a controlled environment.
- h. KSI, its students and teaching faculty shall not use the name of Thoughtworks, or any terms of this MoU in any promotional material or other public announcement or disclosure including social media postings without the prior written consent of Thoughtworks.
- i. This MoU is entered into on a non-exclusive basis. Thoughtworks reserves the right to enter into multiple MoUs with other educational institutions or research organizations regarding the same subject matter as this MoU. Thoughtworks retains the full liberty and discretion to engage in similar arrangements, collaborations, or partnerships with third parties without any restrictions, and such actions shall not constitute a breach of this MoU.

**3. ACTIVITIES AND OBLIGATIONS OF Thoughtworks**

- a. Thoughtworks will procure the AV Equipment at its cost and Thoughtworks shall remain the absolute owner of the same.
- b. Thoughtworks will provide the Thoughtworks know-how, which may be deemed necessary for the collaboration.

**4. ACTIVITIES AND OBLIGATIONS OF KSI**

- a. KSI shall take reasonable steps to prevent Thoughtworks know-how, which are meant only for the purpose of conducting the Project(s), from unauthorized usage or falling into unauthorized hands. All KSI personnel and the Team members working on this project shall be bound by the confidentiality obligations mentioned in this Memorandum of

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Understanding. Thoughtworks may mandate separate Non-Disclosure Agreements with such members, as it deems appropriate.

- b. KSI shall be responsible to provide a secured space and ensure sufficient security and restricted access for the safe custody of AVs parked in their premises.
- c. KSI shall not use the AV Equipment for testing outside the safely parked environment - campus premises without obtaining the applicable licenses from relevant authorities.
- d. KSI shall provide a trial track with necessary safety measures to test the AV Equipment in a controlled environment.
- e. Movement and custody of AV Equipment: The movement of the AV Equipment from the company's premises to the premises of KSI for display or educational purposes shall be at the sole discretion of the Thoughtworks. KSI shall be responsible for the safe transit of the AV equipment to its premises strictly through a private passage without using any public road. Once the AV Equipment is moved to the premises of KSI, KSI shall take full responsibility for its safe custody. KSI assumes all risks and liabilities arising from the movement, use, and display of the AV Equipment, including but not limited to damage, loss, and third-party claims. KSI agrees to indemnify and hold Thoughtworks harmless from all such claims, resulting from the custody, use, and display of the AV Equipment on its premises.

**5. ASSIGNMENT**

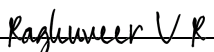
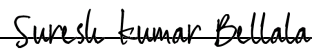
The Parties hereto shall not transfer or assign any of their rights and obligations under this MoU to any other party without obtaining prior consent in writing from other Parties hereto.

**6. TERM / DURATION**

This MoU shall be initially valid for a period of **one year** from the date of signing of this MoU. The Parties may extend the term of this MoU for additional periods as desired under mutually agreeable terms and conditions which shall be reduced to writing and signed by the Parties.

**7. TERMINATION**

- a. This MOU may be terminated, without cause, by either party upon fortyfive (45) days written notice to the other party. Such termination shall not relieve either of the parties of its obligations accrued before such termination. More specifically, all obligations pertaining to Intellectual Property and Confidentiality will survive the termination.

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- b. In the event of such termination initiated by either of the parties, Thoughtworks shall be permitted to move the AV equipment to another location of its choice.

**8. NOTICES**

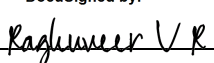
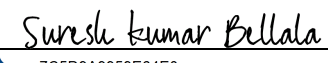
All communications by Thoughtworks involving financial, administrative and other matters shall be sent to Director, KSI. All information of scientific and technical nature may be exchanged directly between the Director, KSI and appropriate Thoughtworks authority as identified in writing, for the Project concerned.

**9. INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS**

- a. Thoughtworks will retain all intellectual property rights in pre-existing Thoughtworks property, and any modifications thereto, and other property rights in information, materials, or software, programs or products developed independently by Thoughtworks.
- b. The exclusive right, title and interest in and to all works performed under this MoU, and all materials, source code, information, know-how and all other intellectual properties prepared or developed as a result of this MoU, will vest in Thoughtworks. However, Thoughtworks shall provide specific written permission to KSI to use such intellectual property for learning and research. "Intellectual property rights" for the purposes of this agreement shall include, but not be limited to, patents, copyrights, trademarks, trade secrets, know-how, inventions, discoveries, designs, data, software, and any other related intangible rights.
- c. Thoughtworks shall be free to make use of all such intellectual property, information and data generated during this collaborative activity hereunder for its own internal research, training, client engagements including obtaining relevant intellectual property rights.

**10. CONFIDENTIALITY**

- a. It may be necessary for KSI and Thoughtworks to disclose to or exchange with each other proprietary information relating to KSI know-how and Thoughtworks know-how, which are confidential and proprietary. The disclosing party shall advise authorised personnel of the receiving party appropriately regarding the confidential nature of the information disclosed. The Party receiving such confidential or proprietary information shall not, unless specifically permitted in writing by the Party providing the said information, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this MoU. The disclosure to any such Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.

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- b. The obligations of confidentiality set forth above shall be applicable for five years from the termination of the relevant MoU
- c. The obligations of confidentiality however shall not apply to information that:
  - i. is already in the recipient party's possession at the time of disclosure;
  - ii. is or later becomes part of the public domain through no fault of the recipient party;
  - iii. is received from a third party having no obligations of confidentiality to the disclosing party;
  - iv. is independently developed by the recipient party; or
  - v. is required by law or regulation to be disclosed.

**11. ARBITRATION, APPLICABLE LAW AND JURISDICTION**

- a. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel consisting of the Head of Legal, Kumaraguru Institutions, and Head of Legal, Thoughtworks India, who shall represent Thoughtworks. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration by a single arbitrator mutually appointed by the parties in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Coimbatore.
- b. This MoU shall be governed by the Laws of India and subject to the exclusive jurisdiction of Courts in Coimbatore.

**12. GENERAL**

- a. Limitation of liability: In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this MoU exceed Rupees One Lakh. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but this clause will not limit obligations towards any third party claims arising out of gross negligence and or willful misconduct of the representatives of either of the parties, breach of confidentiality or violation of intellectual property rights.
- b. KSI shall obtain written permission from Thoughtworks for publication of any research results pertaining to this engagement in academic journals / conferences or in any other publications.


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- c. Both parties agree to conduct projects in compliance with all applicable statutes and regulations that are in force at that time.
- d. Any addition, deletion and / or alteration to this MoU shall be effective with a written MoU between all the Parties to this MoU. A document containing the additions, deletions and/or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this MoU.
- e. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.
- f. KSI and Thoughtworks will have the right to continue to utilize the intellectual property generated as part of the R&D work carried out under this project for its research and for teaching purposes.
- g. This MoU and its Appendices constitute the entire MoU among the Parties' and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

**FOR AND ON BEHALF OF KSI**

**FOR AND ON BEHALF OF Thoughtworks**

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Raghuvveer V R

Suresh Kumar Bellala

Director, KSI

Head of Finance

January 8, 2024 | 11:19 PM CST

January 7, 2024 | 11:27 PM PST

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Private & Confidential

**Certificate Of Completion**

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Document Pages: 7	Signatures: 16
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Shyamalima Chamuah
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	25th Floor
	Chicago, IL 60601
	shyamac@thoughtworks.com
	IP Address: 49.207.195.61

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**Signer Events**

Suresh Kumar Bellala  
sureshkb@thoughtworks.com  
Head of Finance  
ThoughtWorks Technologies India Pvt Ltd.,  
Security Level: Email, Account Authentication (None)

**Signature**

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Signed: 1/8/2024 1:27:02 AM

**Electronic Record and Signature Disclosure:**

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Raghuveer V R  
raghuveervr@kct.ac.in  
Director, KSI  
Security Level: Email, Account Authentication (None)

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp

Suresh Babu Kalarikkal  
sbkalarikkal@thoughtworks.com  
Director  
THOUGHTWORKS TECHNOLOGIES INDIA PVT LTD  
Security Level: Email, Account Authentication (None)

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Anitha Lakshmi  
anithalakshmi.v@thoughtworks.com  
Security Level: Email, Account Authentication (None)



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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	1/8/2024 11:19:47 PM
Completed	Security Checked	1/8/2024 11:19:52 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, ThoughtWorks, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact ThoughtWorks, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by paper mail, please send correspondence to:

ThoughtWorks, Inc.

ThoughtWorks, Inc. (LEGAL TEAM)

200 E. Randolph Street, Fl. 25

Chicago, IL 60601

**To advise ThoughtWorks, Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. Please contact the individual from whom you received the request to sign..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from ThoughtWorks, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gjordan@thoughtworks.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. Fees for paper copies of your documents will be billed on an at cost basis, fees will be charged for document production and postage. We will bill you for any fees at that time, if any.

**To withdraw your consent with ThoughtWorks, Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gjordan@thoughtworks.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. The document name and reference number, and a copy of the document(s) for which you wish to withdraw consent. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process. Previously agreed and executed documents will not be impacted, and all obligations agreed to will remain enforceable..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ThoughtWorks, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ThoughtWorks, Inc. during the course of my relationship with you.