

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (MOU) describes the arrangements between National Institute of Technology Delhi and Kryptos Mobiles, whereby Kryptos Mobiles Private Limited is offering to provide National Institute of Technology Delhi's official Mobile App under the I-Made program for a period of 5 years.

CONFIDENTIALITY

In consideration for the efforts that National Institute of Technology Delhi and Kryptos Mobiles will provide each other, the parties agree that the conditions of this MoU shall remain confidential at all times during this arrangement and further agree that all terms and conditions of the agreement executed on this 11 day of August, 2016 shall be in full force and effort for purposes of the services provided for the Kryptos Mobile platform. If there is any discrepancy between the Confidentiality Agreement and this MoU, this MoU shall control.

TERM

The term of MoU will be 5 years starting from the date this MoU is signed.

SCHEDULE:KRYPTOS MOBILE

Kryptos Mobile Basic Apps	Under the engagement, Kryptos Mobile will setup and configure its basic apps suite to provide National Institute of Technology Delhi with the following public apps: <ul style="list-style-type: none">• Faculty Directory• Academic Calendar• Places• Student Notice Board• Student Deals• I-MADE Apps
Kryptos Mobile Assumptions:	All the backend data, RSS feeds, links will be provided by National Institute of Technology Delhi.

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LICENSE TERMS

License to Kryptos Mobiles, Kryptos Mobiles hereby grants to National Institute of Technology Delhi a limited, non-transferable, worldwide, royalty-free limited license to access, display, perform, reproduce and otherwise use the Kryptos Mobile application platform for the sole purpose of evaluating the application for the duration of I-MADE program entered into hereunder. As used herein, Kryptos Mobile Platform shall mean all software and hardware products that Kryptos Mobiles either owns or licenses from a third party, along with any and all user documentation, technical information and any module, specification, system, instruction, program or other proprietary materials, which Kryptos Mobiles either delivers to National Institute of Technology, Delhi or provides National Institute of Technology, Delhi with access to during the term of this I-MADE program. Such license shall expire based on the Term, set forth herein

RESTRICTIONS

Except as expressly permitted by Kryptos Mobiles, National Institute of Technology , Delhi shall not authorize any third party to: (1) Market, sell, lease, rent, sublicense, distribute or otherwise make available to any third party Kryptos Mobile or any aspect thereof; or(2) Remove or alter any legends, logos or other notices from Kryptos Mobiles Platform. National Institute of Technology Delhi is prohibited from developing or implementing any work Product based upon this limited license. As used in this Agreement, the term "Work Product" means any invention and all related Know – how, designs not already in the public domain and utilized by Kryptos Mobiles in its mobile offering, mask works, trademarks, formulae, processes, trade secrets artwork not already in the public domain and utilized by Kryptos in its mobile offering, software or other copyrightable or patentable works (collectively, "Related Works")and all enhancements, revisions, modifications or derivative works of such Related Works, regardless of whether such Work Product or Related Works are protectable under the patent, trademark, copyright or other proprietary rights of any country. National Institute of Technology Delhi represents and warrants the performance of its services under this Agreements does not and will not infringe upon the intellectual

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property rights of any other person, including but not limited to rights of third persons which are caused by or arise out of the services performed by National Institute of Technology Delhi under this agreement, including claims for damages, any judgments or liability, as well as the costs of litigation (including reasonable attorney's fees and costs of suits). All intellectual property rights, in any material developed and produced in the course of and in connection with the app shall be vested exclusively with National Institute of Technology Delhi. The Kryptos Mobiles will not misuse the bio-data of the student of NITD in any manner. If Kryptos Mobiles has been found doing any illegal act against NITD or its students, the Agreement/MOU would be deemed cancel without notice with immediate effect.

Under the engagement, Kryptos Mobile will setup and configure its basic apps suite to provide National Institute of Technology Delhi which will include, but not be limited to, with the following public apps:

- Faculty Directory
- Academic Calendar
- Places
- Student Notice Boards
- Student Deal
- I-MADE Apps

Successors and Assigns

This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefits of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

Governing Laws

This Agreement shall be governed by and construed in accordance with the laws. The state and federal or the courts located within competent court of jurisdiction at North District Court (Delhi) or Hon'ble High Court of Delhi will have exclusive

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jurisdiction in connection with any suit, action, or other proceeding concerning this Agreement subject to sole discretion of **National Institute of Technology**.

NATIONAL INSTITUTE OF TECHNOLOGY DELHI agrees to use the Kryptos Mobiles services described herein exclusively as its mobile application platform services for a period of 5 years from commencement of MOU unless National Institute of Technology Delhi advises Kryptos Mobiles not to do so; at which point NIT retains the right to terminate this agreement immediately.

AS 11/8/16

Prof. Ajay K Sharma
DIRECTOR
National Institute of Technology Delhi
Date: *11.08.16*

Ashutosh Bhardwaj
KRYPTOS MOBILE PVT. LTD.

Ashutosh Bhardwaj
DIRECTOR
CEO
Kryptos Mobiles
Date:

निदेशक/Director
राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली
NATIONAL INSTITUTE OF TECHNOLOGY, DELHI
सेक्टर ए-७, इन्स्टिट्यूशनल एरिया, नरेला, दिल्ली-११००४०, भारत
Sector A-7, Institutional Area, Narela, Delhi-110040, INDIA