

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Manipal University having its campus at Jaipur-Ajmer Express Highway, Dehmi Kalan, Near GVK Toll Plaza, Jaipur, Rajasthan 303007, India and

EDS Technologies Private Limited, a private limited company registered under the Companies Act, 1956 having its registered office at The Estate, Second Floor, 121, Dickenson Road, Bangalore - 560 042, India.

EDS Technologies Pvt. Ltd. (EDST), established in 1995, is the largest PLM and Real-Time Visual Simulation solutions provider in India, with its corporate office in Bangalore and having direct presence in Chennai, Gurgaon, Noida, Hyderabad, Coimbatore, Pune, Kochi, Mumbai, Kolkata and Ahmedabad. EDST, an established Value added reseller with global leaders like Dassault Systemes, Autodesk, SAP, Presagis, VT-MAK provides PLM and 3D Visual simulation COTS solutions, PLM Training and Trained on-site resources bringing in the most complete solution for any size and type of industry. EDST has the largest customer base in the Indian market with more than 1000 customers from aerospace, automotive & supply chains, industrial machinery, high-tech and electronics, railways, infrastructure, consumer packaged goods, engineering service providers, defence, research and education sectors.

The Manipal Education Group, with its heritage of excellence in higher education for over 60 years, launched Manipal University Jaipur (MUJ) in 2011. The permanent campus of the university is set up on 122 acres of land at Dehmi Kalan village near Jaipur, and is by far one of the best campuses in the region. MUJ has world class infrastructure, including state-of-the-art research facilities and modern library. In line with Manipal University's legacy of providing quality education, the university uses the latest and innovative methods and technology to impart education. The multidisciplinary university offers career-oriented courses at all levels, i.e., UG, PG and Doctoral and across diverse streams, including Engineering, Architecture, Planning, Fashion Design, Hospitality, Allied Health Sciences, Humanities, Commerce, Management, Communication, Basic Sciences, Fashion Design and Jewellery Management, etc. Manipal University allocates separate time for this in the student-calendar. Students are also encouraged to participate in skill develop and innovation projects, in addition to syllabus-based education. In this context Dassault Systemes intends to play a crucial role in the projects done by students in the 'Innovation Warehouse'.

The purpose of this Memorandum of Understanding (MOU) is to start and deepen the relationship between Manipal University & EDS Technologies, Bangalore and the desire to jointly promote Dassault Systemes V6 software solutions and help Manipal University achieve academic excellence.

1. **EDS Technologies intends to:**

- EDS Technologies will provide 2 days training on CATIA V6 to faculty of engineering.
- EDST will deliver 3 days of training on ABAQUS software to faculties of MUJ.

EDS REF: EDS/MOU/2015-16/1001


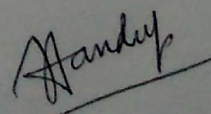
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- EDST will borne 100 hours of training per semester (Two Batch) i.e. 15 days of training morning and evening batches. One day of training will be of 4 hours.
- EDST will provide exercises to the students to practice on CATIA software.
- Encourage MANIPAL UNIVERSITY to participate in marketing events organized by Dassault Systemes & EDS Technologies to increase their visibility in industry and academia circles.
- Register the faculty and students on free access to Dassault Systemes online and offline training material through Dassault Systemes online university (www.academy.3ds.com) and Dassault Systemes COMPANION learning material.
- Participate in key events organized by MANIPAL UNIVERSITY that can directly and indirectly promote V6 technology PLM software.
- Implementation & service Partner: Install, configure and commission all the Dassault Systemes software. Then provide the recurring support services to keep the infrastructure trouble free and updated.

2. Manipal University intends to:

- Encourage the students of Manipal University Jaipur to go through the training sessions on Dassault Systemes V6 solution provided by EDS Technologies.
 - Encourage the faculty in their educational institutions to be well acquainted with Dassault Systemes V6 Software.
 - Become Academic Certification Partner to Dassault Systemes and provide opportunities to students to become Dassault Systemes Certified Professionals.
3. In case of any complaints regarding the working of CATIA & ABAQUS made by Manipal University Jaipur, the Technical engineers from **EDST** shall attend and try to solve the issue within 24 to 48 hours over telephone and email. If the problem is not solved through phone and email, they shall visit Manipal University, Jaipur to ensure that the problem is solved within five working days.
 4. Access to new features and bug fixes: The Manipal University Jaipur will be given free software updates for one year within the warranty period.
 5. Ability to add new products: Access the latest release to add new products to your license at any time within the warranty period.
 6. The parties desire to jointly collaborate to pursue opportunities of mutual interest in the Indian market to leverage each others strength in various areas.
 7. The Parties intend to arrange periodic quarterly interaction with the senior management to review the progress.
 8. This MOU is intended solely to serve as an expression of each party's current intention to cooperate for their mutual benefit. The Parties desires to enter into further discussion regarding a binding agreement to achieve the intentions of the parties described herein. Except as expressly stated otherwise, nothing in this MOU shall create upon any Party or its officers, directors, employees or consultants any legal or other enforceable obligation including, but not limited to, any obligation to enter into the definitive

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agreement or any other agreement. Unless otherwise agreed in writing by the Parties, no Party shall be liable to the others for any losses, damages, costs, expenses or any other detriments (collectively, "Losses") suffered as a result of the failure of any Party to enter into a definitive agreement, whether or not the Party or Parties that suffered such Losses believed in or relied upon the likelihood of a definitive agreement to be made.

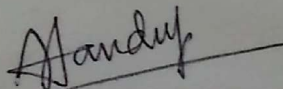
9. Information disclosed by the Parties under this MOU may include Confidential Information which may comprise of technical data, know-how, software specifications, software performance, or any other information relevant to the performance of obligations under this MOU. All Confidential Information exchanged between the Parties under this MOU shall be subject to the terms and conditions of the Confidential Disclosure Agreement, EDS REF: EDS/MOU/2015-16/1001, entered into between the Parties effective December 15, 2015.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives on the date(s) specified below.

Manipal University , Jaipur

EDS Technologies Pvt. Ltd.

By: _____



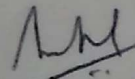
Name: Dr. Sandeep Sancheti

Title: President

Date: _____

15/XII/15

By: _____



Name: Mr. Senthil Shanmugasundaram

Title: President

Date: _____

15/12/2015