

Intellectual Property and Confidential Information

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To, Guru Nanak Khalsa College of Arts, Science & Commerce, Nathalal Parekh Marg, Matunga East, Mumbai, Maharashtra 400019

Dear, Dr. Ratna Sharma (Principal)

RE: Memorandum of Understanding between Guru Nanak Khalsa College of Arts, Science & Commerce and Rovren Inc.

This Memorandum of Understanding (MOU) is entered into between Guru Nanak Khalsa College of Arts, Science & Commerce, located at Mumbai, India and Rovren Inc., a corporation organized and existing under the laws of Delaware, USA, with its principal place of business at 2150 South 1300 East # 500 Salt Lake City, UT 84106.

Guru Nanak Khalsa College of Arts, Science & Commerce, (hereinafter referred to as "First Party") and Rovren Inc. (hereinafter referred to as "Rovren") intend to collaborate on educational initiatives in the field of computer vision and image processing.

- Purpose of Collaboration: The purpose of this collaboration is to facilitate the learning and development of students at First Party in the field of image processing by providing access to Rovren's freemium version software.
- 2. Scope of Collaboration: Rovren agrees to provide First Party with access to its freemium version software for educational purposes. First Party will incorporate the use of this software into its curriculum for students studying image processing.
- 3. Engagement with Research & Innovation Council: The First Party agrees to nominate a minimum of one member from its educational or management cadre to participate in the Research & Innovation Council established by the Rovren. The purpose of this participation is to furnish constructive feedback on the utilisation of 'Rovren App' and to contribute suggestions for its enhancement.
- 4. Term of Agreement: This MOU shall commence on the date of signature by both parties and shall remain in effect for a period of 12 months unless terminated earlier by mutual agreement of both parties.





- 5. Intellectual Property: Both parties acknowledge that all intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, owned by each respective party prior to this collaboration shall remain with the respective party. There shall be no assignment or transfer of any intellectual property rights under this MOU.
- 6. Use of logo: First Party hereby grants Rovren the non-exclusive, royalty-free right to use the First Party's logo ("Logo") solely for the purpose of promotional activities related to the collaboration outlined in this MoU. Rovren agrees to use the Logo in a manner consistent with the highest standards of professionalism and in accordance with any branding guidelines provided by the First Party.
- 7. Confidentiality: Both parties agree to maintain the confidentiality of any proprietary information disclosed during the course of this collaboration.
- 8. No Monetary Considerations: Both parties acknowledge that there are no monetary considerations involved in this collaboration. The provision of Rovren's freemium version software is offered solely for educational purposes.
- 9. Governing Law: This MOU shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of laws principles.

This MOU represents the understanding between First Party and Rovren Inc. with respect to the collaboration outlined herein.

Please indicate your acceptance of the terms set forth in this MOU by signing below. Once signed by both parties, this MOU shall constitute a binding agreement between Guru Nanak Khalsa College of Arts, Science & Commerce, and Rovren Inc.

Thank you for your attention to this matter. We look forward to a fruitful collaboration.

Sincerely,

Name: Dr. Ratna Sharma

Title: Principal

Institute: Guru Nanak Khalsa College of Arts, Institute: Rovren, Inc

Science & Commerce.

Date: June 22nd 2024

Signature:

Name: Zoheb Khatri

Title: Director - Sales and Marketing

Date: June 22nd 2024

Signature:

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