

## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 12<sup>th</sup> March 2025 by and between

**Pi Square Technologies India Pvt. Ltd. (PSTI)**, a company incorporated under the laws of Republic of India having its principal place of business at No 3A, Mindspace Cyberabad, Hi Tech City, Madhapur, Hyderabad, Telangana 500081, herein referred as the "FIRST PARTY".

### AND

**B.M.S. College of Engineering [BMSCE]**, an autonomous college affiliated to VTU, Belagavi, at PO Box 1908, Bull Temple Road, Basavanagudi, Bengaluru 560 019 herein referred as the "SECOND PARTY".

The First Party and the Second Party shall be referred to as "Party" individually and collectively as "Parties".

### WHEREAS

Pi Square Technologies India Pvt. Ltd. (PSTI) is a global technology company, headquartered in Detroit, Michigan and having its offices in Germany, UK, and India. Pi Square's focus has been on building products, solutions, and offering services to its global customers in the areas of Embedded Systems, IoT, Automotive, Med-Tech, Industrial Automation, Digital Transformation, and other emerging technologies.

QNX, a division of BlackBerry Limited (NYSE: BB; TSX: BB), enhances the human experience and amplifies technology-driven industries, providing a trusted foundation for software-defined businesses to thrive. The business leads the way in delivering safe and secure operating systems, hypervisors, middleware, solutions, and development tools, along with support and services delivered by embedded software experts. QNX® technology has been deployed in the world's most critical embedded systems, including more than 255 million vehicles on the road today. QNX® software is trusted across industries including automotive, medical devices, industrial controls, robotics, commercial vehicles, rail, and aerospace and defence. Founded in 1980, QNX is headquartered in Ottawa, Canada.

QNX aims to meet the need of skilled resources by the industry through QNX Everywhere Initiative as a response to the rapid increase in its software content in the embedded systems and in safety and security requirements globally.

B.M.S. College of Engineering, Bengaluru [BMSCE] established in the year 1946 has the unique distinction of being the first private engineering college in the Country. The institution owes its existence to the vision of its beloved founders, Late Sri. B. M. Sreenivasaiah and his illustrious son Late Sri. B. S. Narayan. Over the past 78 years of its illustrious existence, BMSCE has produced more than 40,000 graduates. BMSCE has now been accredited by NAAC with highest grade of A++ with CGPA

**Pi Square Technologies India Pvt. Ltd.**

Smartworks, No 3A, Mindspace, Hi Tech City, Madhapur, Hyderabad, Telangana – 500081, India  
Smartworks, The Cube Building, 100 ft Road, Nagavara, Bengaluru, Karnataka – 560045, India

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of 3.56 in Cycle III. The accreditation period is valid for a period of seven years owing to achieving highest grade in three consecutive cycles of NAAC Accreditation. All eligible UG and PG programmes are accredited by NBA under Tier-I format. BMSCE is one of the 100 college in the country awarded 5G use case laboratory by Government of India. BMSCE is the only partner institution from India to the Melton Foundation, USA. The institution recently attained the ISO 14001: 2015 certification for Environmental Management System. The Institution is approved by AICTE and permanently affiliated to Visvesvaraya Technological University (VTU), Belagavi. The college is aided by Government of Karnataka. BMSCE is approved as QIP Centre in Engineering & Technology by AICTE. The institution is also a beneficiary of Global Initiative Academic Network (GIAN). The College became autonomous, UGC approved, in 2008 and has been effectively practicing Outcomes-based Education and the current status valid upto 2031-32. AICTE has recognized the college under AICTE Doctoral Fellowship Scheme (ADF) since 2018-19. The College currently offers 14 Undergraduate & 12 Postgraduate courses both in conventional and emerging areas. More than 360 research scholars are pursuing their Ph.D Degree in the 15 research centres of the college. 270 PhDs and 22 M.Sc. (by research) have been produced so far through these research centres. BMSCE is one of the most preferred higher educational destination for the students all across the country and also attracts students from various foreign countries.

### 1. Purpose

- Pi Square Technologies India Pvt. Ltd. is a program partner of QNX for its QNX Everywhere initiative which aims to increase the number of developers globally who are skilled in embedded software development by equipping participants with industry-relevant knowledge and providing training on QNX Software Development Platform (QNX SDP).
- This initiative focuses on empowering students, researchers, and academic institutions to gain hands-on experience on QNX Software Development Platform (QNX SDP), widely used in industries like automotive, robotics, medical devices, and industrial automation etc.

For fulfilment of the aforesaid purpose, Pi Square Technologies India Pvt. Ltd. will be responsible for working with educational institutions and finishing schools for the implementation of the educational institution engagement components of the QNX Everywhere initiative pan India.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

### 2. Cooperation

- Both parties believe that close co-operation between the two would be a major benefit to students and faculty to enhance their skills and knowledge of embedded systems and QNX software technologies.
- Both parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations.
- Both parties will work together to define and deliver one or more QNX software-based courses and build an active QNX community within at the SECOND PARTY.

### 3. Program Scope

- Introduce QNX software and technologies in the curriculum of the SECOND PARTY.
- Train the college faculty and in-return they train the students.

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- c) Provide access to essential software / tools required for the program like QNX software development license for non-commercial use, IDEs, etc.
- d) Build active QNX community in the campus and organize hackathons / design contest.
- e) Master class sessions by QNX Expert Trainers from the FIRST PARTY.
- f) Assess and provide participation certification and guidance on research initiatives.

#### 4. Roles and Responsibilities

##### a. FIRST PARTY

1. Conduct Pre-Assessment of nominated Faculties and organize Faculty Development Program (FDP) for qualified faculties. FDP includes Self-paced learning, Bootcamp, Assignments and Projects, Mentorship from Subject Matter Expert (SME).
2. Train the key stakeholders in the campus including program coordinators, IT, Client Relations on the overall scope and effective delivery of the program.
3. Conduct webinars for students on QNX Everywhere initiative and its advantages.
4. Coordinate with the QNX team for providing the essential QNX software and tools required for this program.
5. Provide Training Material, Program Execution guide and Standard Operating Procedures, Assessment Framework, Assignments, and Question Bank.
6. Train the IT / Lab Team on installation, configuration, access management, and maintenance of essential QNX Software and Tools. Also coordinate with QNX for providing necessary Software / Tools licenses.
7. Plan, Design, and Monitor Quality of the program delivery of the QNX Everywhere initiative with the support of the program coordinators, faculty, placement team and other stakeholders at the SECOND PARTY.
8. Build an active QNX Community at the SECOND PARTY and include them in the global QNX GitHub community for a better exposure and access to experts.
9. Conduct Final Assessment and work with QNX to provide participation certificate.
10. Work with QNX and provide access to Online / Reference material to Students and Faculty.
11. Assess and enrol qualified students into the program.
12. Responsible for the overall execution of the QNX Everywhere initiative as per the objectives set forth.

##### b. SECOND PARTY

1. Integrate the QNX course in the curriculum of the SECOND PARTY.
2. Provide all necessary infrastructure like the Digital Classrooms, Embedded Labs including the workstations / laptops and hardware, and resources for delivering QNX Everywhere initiative and related events like Webinars, Hackathon etc.
3. Nominate qualified faculty, depute designated program coordinator, IT / Lab Team as per the pre-requisites and guidelines.
4. Ensure active participation of Students and successful completion of the program.
5. Ensure quality of the training delivery to the students.
6. Promote active QNX Community in the campus.
7. Maintain all the records and reports as per the Standard Operating Procedures, and Provide necessary updates during the status calls and review meetings as per the agenda

8. Commitment of the enrolment of a minimum 60 students in the QNX Everywhere initiative

## 5. Program Cost and Funding

- This program is fully supported by QNX and executed by the FIRST PARTY.
- There are no commercials involved with respect to student training, faculty training, QNX software / tools.
- Institutions to bear the expenses related to Travel, boarding and lodging for their faculty deputed for boot camps as a part of the Faculty Development Program.

## 6. Relationship

This MOU relates solely to the intention of the parties, wherein the parties jointly work together. The status of the SECOND PARTY is not of an agent or employee of the FIRST PARTY and, as such, it shall not have the right or power to enter any contracts, agreements or any other commitments on behalf of the FIRST PARTY unless authorized so in written by the FIRST PARTY. Additionally, neither party has the right to bind QNX in any matter.

## 7. Confidential and Proprietary Information

- "Confidential Information" shall mean all information, including the material and/or licenses or other information if any so given to the Second Party, and Faculty Members, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by the FIRST PARTY and disclosed by FIRST PARTY to the SECOND PARTY or its faculty or any personnel which is related to the FIRST PARTY information such as course material, training data, guidance notes, procedures, methodology, etc.
- The Confidential Information disclosed under this Agreement may be used or reproduced solely to the extent necessary to further and fulfil the purposes of this Agreement (which shall be deemed to be the "Purpose").
- SECOND PARTY shall not disclose, reproduce, print, or digital or verbal circulation of First Party's confidential information without first obtaining written consent from the FIRST PARTY.

## Term, Termination, and Dispute Resolution

- This MoU is effective from **12<sup>th</sup> March 2025 to 12<sup>th</sup> March 2027** Renewal of this Agreement can be done on mutual consent at least 30 days prior to the expiration of the agreement period.
- If the SECOND PARTY fails to perform its obligations under this contract and does not correct it within 30 days after receiving a notice requesting performance of obligations from the FIRST PARTY, then the FIRST PARTY may notify in writing the termination of the agreement.
- Additionally, if FIRST PARTY'S agreement with QNX expires or is terminated, FIRST PARTY may terminate this Agreement by providing written notice.
- The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation among the Parties.
- In case of Termination of the Agreement due to any breach by the SECOND PARTY, the then running batch of students shall still complete the entire Training Process.
- Survival of Obligation: In the event of termination of this MoU, all the clauses #7, #8, #9 and #10 shall continue to survive.
- Any dispute will be settled in the Court of Hyderabad, India.

## 8. Indemnity and Limitation of Liability

SECOND PARTY shall defend, indemnify and save harmless Pi Square Technologies India Pvt. Ltd.(PSTI), Affiliates,third party partners including QNX and its affiliates and their respective agents, independent contractors, directors, officers and employees (each, an "Indemnified Party") from and against any and all damages, injuries, claims, demands, actions, liabilities, costs and expenses (including reasonable legal fees) incurred or made against an Indemnified Party arising from or connected with: (i) the non-performance or breach of this Agreement; (ii) SECOND PARTY's breach of any confidentiality, warranty, representation, covenant and/or obligations herein; (iii) any breach by SECOND PARTY of applicable laws and regulations; (iv) the services or developments infringing any third party intellectual property rights of whatever nature anywhere in the world.

**QNX AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES SHALL HAVE ABSOLUTELY NO LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT BETWEEN THE FIRST PARTY AND SECOND PARTY. IN NO EVENT, WILL QNXAND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR BUSINESS OPPORTUNITIES, OR PERSONAL INJURY OR DEATH), WHETHER ARISING IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES IN ADVANCE.**

## 9. Non-Solicitation

SECOND PARTY hereby agrees that during this engagement and for a period of Two Years thereafter, it will not Recruit, solicit or otherwise induce any proprietor, shareholder, lender, director, officer, employee, joint venture partner, investor, lessor, supplier, customer, agent, representative or any other person which has a business relationship with the parties to discontinue, reduce or detrimentally modify such employment, agency or business relationship with FIRST PARTY.

## 10. Force Majeure

- Failure or delay in performance of obligations under "This Contract" by either party due to natural disaster, act of government, riot, war, epidemic / pandemic, or any other cause beyond the scope of control of the parties shall not be considered a violation of "This Contract".

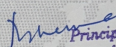
A party who fails to perform a necessary obligation due to the reasons set forth in "Paragraph 1 of this Article" shall continue to take all measures to the extent of its ability to ensure compliance with it as faithfully as possible.

## 11. Representation on Authority of Parties / Signatories)

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations

hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties to "This Contract" have executed a copy of "This Contract" as of the date first written above and each party shall retain a copy of "This Contract".

|                                |             |                                                                                 |                                                                                                                                                        |
|--------------------------------|-------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| On behalf of<br>"First Party"  | Address     | No 3A, Mindspace Cyberabad, Hi Tech City, Madhapur, Hyderabad, Telangana 500081 |                                                                       |
|                                | Entity Name | Pi Square Technologies India Pvt. Ltd.                                          |                                                                                                                                                        |
|                                | Name        | Mr. Srinivas Raju                                                               |                                                                                                                                                        |
|                                | Contact     | srinivasraju@pisquaretech.com                                                   |                                                                                                                                                        |
| On behalf of<br>"Second Party" | Address     | PO Box 1908, Bull Temple Road, Basavanagudi, Bengaluru 560 019                  | <br>Principal<br>B.M.S. College of Engineering<br>Bengaluru - 560 019 |
|                                | Entity Name | B.M.S. College of Engineering                                                   |                                                                                                                                                        |
|                                | Name        | Dr.Bheemsha Arya<br>Principal                                                   |                                                                                                                                                        |
|                                | Contact     | principal@bmsce.ac.in                                                           |                                                                                                                                                        |