

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between

NOKIA SOLUTIONS AND NETWORKS INDIA PRIVATE LIMITED, a corporation validly organized and existing under the laws of India* having its registered office at 1507, Regus Business Centre, Eros Corporate Towers, Level 15, Nehru Place, New Delhi -110019 ("NSN") and ("Nokia") and

BMS College of Engineering - Bangalore, an engineering college validly organized and existing under the laws of India having its principal place of business at Bangalore, India, identity code TBD ("BMS")

corporation validly organized and existing under the laws of India having its principal place of business at Bangalore, business identity code [] ("Recipient")

hereinafter referred to as "Party" or "Parties" respectively

WHEREAS:

- (A) For the purpose of discussions concerning Nokia University consortium setup to discuss Telecommunications Cloud and Internet of Things to help improve virtualization, scaling and orchestration in mobile broadband networks, and the possible business relationship which is a consequence of said discussions (hereinafter "Purpose").
- (B) Nokia may, in conjunction with the Purpose disclose to the Recipient Information which Nokia regards as confidential and the Recipient is willing to undertake to restrict the use and further disclosure of such Information.

NOW THEREFORE IT IS HEREBY AGREED:

1. "Information" shall mean any technical and/or commercial information relating to Nokia or any of its Affiliates' businesses, facilities, products, services, techniques and processes in whatever form, including but not limited to oral disclosure, electronic communication, demonstration, device, apparatus, model, sample of any kind, computer program, optical or magnetic medium, document, specification, circuit diagram, or drawing (including but not limited to information of a general nature or information not necessarily in the form as applied to wireless or fixed telecommunications systems) and visual observation of the aforesaid which is proprietary to Nokia or to its Affiliates or to Nokia's or its Affiliates' licensors, contractors or customers (hereinafter "Information")
2. "Affiliate" of Nokia shall mean an entity
 - (i) which is directly or indirectly controlling Nokia;
 - (ii) which is under the same direct or indirect ownership or control as Nokia; or
 - (iii) which is directly or indirectly owned or controlled by Nokia.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

3. The Recipient shall