

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 19th 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

Chaitanya Bharathi Institute of Technology (CBIT), incorporated under the laws of Republic of India having its principal place at Gandipet, Hyderabad, Telangana, 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.

Chaitanya Bharathi Institute of Technology (CBIT), Gandipet, Telangana, established in 1979, is a premier engineering institution affiliated with Osmania University and granted autonomous status by UGC in 2013. Accredited by NBA and holding an A++ grade from NAAC (2022), CBIT offers UG and PG programs in various engineering and management disciplines, with an annual intake of over 1,300 students. Known for its state-of-the-art infrastructure, research centers, and industry collaborations, CBIT ensures hands-on learning and strong placements across various sectors. The institute fosters entrepreneurship through its Incubation Centre and actively engages in research, patents, and funded projects. With international collaborations and a legacy of academic excellence, CBIT remains a top choice for engineering aspirants, producing skilled professionals and industry leaders.

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
CIN: U74999TG2019FTC135312 | www.pisquaretech.com



1. Purpose

- a) 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).
- b) 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

- a) 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.
- b) 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.
- c) 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

- a) Introduce QNX software and technologies in the curriculum of the SECOND PARTY when regulations are changed.
- b) Train the college faculty and in-return they train the students.
- 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 in collaboration with both PARTIES.
- 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.

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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

- a) This program is fully supported by QNX and executed by the FIRST PARTY.
- b) There are no commercials involved with respect to student training, faculty training, QNX software / tools.
- c) Institutions to bear the expenses related to 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

- a) "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.
- b) 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").
- c) 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. The same is also applicable to the FIRST PARTY.

8. Term, Termination, and Dispute Resolution

- a) This MoU is effective from 19th March 2025 to 19th March 2027 Renewal of this Agreement can be done on mutual consent at least 30 days prior to the expiration of the agreement period.
- b) 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.
- c) Additionally, if FIRST PARTY'S agreement with QNX expires or is terminated, FIRST PARTY may terminate this Agreement by providing written notice.
- d) 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.
- e) 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.
- f) Survival of Obligation: In the event of termination of this MoU, all the clauses #7, #8, #9 and #10 shall continue to survive.
- g) Any dispute will be settled in the Court of Hyderabad, India.

9. Indemnity and Limitation of Liability

The SECOND PARTY shall defend, indemnify, and hold 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 ("Indemnified Party") only to the extent that damages, claims, liabilities, or expenses arise from a material breach of this Agreement, a breach of confidentiality, or a violation of applicable laws due to negligence or intentional misconduct by the SECOND PARTY. However, the SECOND PARTY shall not be liable for unintentional breaches caused by students, faculty, or staff in the course of academic research, teaching, or learning, nor for any intellectual property infringement claims arising from the use of QNX software or tools provided under this Agreement unless such infringement results from the SECOND PARTY's unauthorized modification or distribution. Additionally, the SECOND PARTY shall not be responsible for any indirect, incidental, or consequential damages. The FIRST PARTY shall indemnify and hold harmless the SECOND PARTY from any claims, liabilities, or expenses arising from defects, malfunctions, or misuse of software, tools, or services provided by the FIRST PARTY, including any intellectual property infringement claims related to QNX software or other tools provided under this Agreement. This indemnification applies only to direct damages and excludes liability for consequential, incidental, or punitive damages.

The FIRST PARTY (QNX and its affiliates) shall not be liable for indirect, incidental, punitive, or consequential damages, including but not limited to loss of data, revenue, profits, business opportunities, or personal injury, except where such damages arise due to gross negligence, willful misconduct, or defects in software/tools provided by the FIRST PARTY. Both parties agree that liability shall be limited only to direct damages caused due to a material breach of this Agreement by either party. The FIRST PARTY acknowledges that any defects in its software, tools, or services provided under this Agreement shall be promptly addressed, and in cases where such defects result in substantial losses, the FIRST PARTY shall work with the SECOND PARTY to mitigate risks and damages.

10. 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.

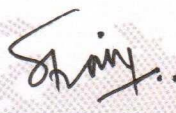
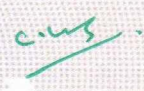
11. Force Majeure

- a) 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".
- b) 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.

12. 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 "First Party"	Address		
	Entity Name	Pi Square Technologies India Pvt. Ltd.	
	Name		
	Contact		
			Signature
On behalf of "Second Party"	Address	Gandipet, Hyderabad, Telangana	
	Entity Name	Chaitanya Bharathi Institute of Technology	
	Name	Prof. C.V. Narasimhulu	
	Contact	84669 97201	
			Signature

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