

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ("MOU") is by and between:

**Renesas Electronics India Private Limited**, a company established and existing under the laws of India with its registered office at Bagmane Tech Park, Municipal #66/1-4, Lake view Block, Block B, Ground Floor, Krishnappa Garden, CV Raman Nagar, Bengaluru 560 093, Karnataka, India (hereafter referred to as "**Renesas**"); and

**KS School of Engineering and Management**, established and existing under the laws of India with its address at **KS School of Engineering and Management**, Holiday Village Road, Vajarahalli Village, Mallasandra, off, Kanakapura Rd, Bengaluru (hereafter referred to as "**University**").

The effective date of this MOU shall be June 18, 2025 (the "Effective Date") and the expiration date of this MOU shall be May 16, 2026 (the "Expiration Date").

The notice addresses of the respective parties shall be at the above-mentioned addresses.

**Renesas and University** have caused this MOU to be executed by their respective authorized representatives as set forth below and as per the terms and conditions hereinafter recorded.

<b>Renesas Electronics India Private Limited</b>	<b>KS School of Engineering and Management</b>
DocuSigned by: By: <i>Malini Narayanamoorthi</i> 32A5C2EC1F7D4BA...	Signed by: By: <i>R Leelashankar Rao</i> 2C8766F13CF4442...
<b>Print Name: Malini Narayanamoorthi</b>	<b>Print Name: Sri R Leelashankar Rao</b>
<b>Title: India Country Head &amp; VP</b>	<b>Title: Honorable Secretary</b>
<b>Date: June 18, 2025</b>	<b>Date: June 18, 2025</b>

In this MOU, Renesas and University are referred to individually as a “Party” or collectively as the “Parties.”

**NOW, IT IS HEREBY AGREED:**

1. This MOU outlines the scope of a proposed engagement between the Parties as is more specifically described in **Appendix 1** attached hereto (the "Purpose") but is not intended to be a binding and/or exclusive agreement, except for the obligations as set forth in Sections 4, 5 and 9 below, which are all binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties.
2. **Term and Termination:** This MOU shall be effective from the Effective Date and shall expire on the Expiration Date, unless extended in writing with mutual consent of the Parties. Either Party may terminate this MOU without cause upon thirty (30) days prior written notice to the other Party.
3. **Expenses:** Each Party shall be responsible for its own expenses in connection with all matters related to this MOU.
4. **4.1 Confidentiality and Public Announcement:** “Confidential Information” means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all Confidential Information exchanged between the Parties pursuant to this MOU shall be held in confidence. Neither Party shall make any public announcement about the MOU and /or the scope of the proposed engagement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

**4.2 Exceptions to the Obligation of Confidentiality.** The receiving party will not be liable for the disclosure of any Confidential Information that is: (a) generally made available publicly or to third parties by the disclosing party without restriction on disclosure; (b) received without any obligation of confidentiality from a third party who rightfully had possession of the information; (c) rightfully known to the receiving party without any limitation on disclosure, before its receipt from the disclosing party; (d) the same as information that is independently developed by employees, contingent workers, and professional advisers of the receiving party; or (e ) required to be disclosed under applicable laws, regulations, or court, judicial, or government agency orders. The receiving party must give the disclosing party reasonable notice before this disclosure, and seek a protective order, confidential treatment, or other remedy, if available, to limit the scope of the required disclosure. Subject to the exceptions in Section 4, the confidentiality obligations in this MOU will bind the receiving party for each disclosure for five (5) years from the date of receipt of Confidential Information. Upon disclosing the party's written request, the receiving party will, within thirty (30) days from receipt of such written request, return to disclosing party all copies of the Confidential Information in its possession, or certify that all such copies have been destroyed. Each Party shall be liable to the other for any breach of this MOU by its Representatives (defined below) as if such Representatives were parties hereto and had the obligations applicable to such Party under this MOU.

**4.3 Receiving party's obligations.** Receiving party shall:

- a) not use the Confidential Information for any purpose other than the Purpose of this MOU;
- b) not decompile, disassemble, decode, reproduce, redesign, or reverse engineer the Confidential Information or any part thereof, provided however, that receiving party may make a limited number of copies of the Confidential Information as reasonably necessary for the purposes of this MOU so long as such copies are reproduced with any restrictive legends of the original;
- c) not disclose the Confidential Information to any third party except its Representatives (defined below) who have a need to know the Confidential Information for the Purpose of this MOU;
- d) hold the Confidential Information in confidence, using the same degree of care it uses to protect the confidentiality of its own information and materials of a similar nature and importance, but in no event less than reasonable care; and
- e) promptly advise the disclosing party in writing of any unauthorized use or disclosure of the Confidential Information by the receiving party or any other third party that has, or may have, gained access to the Confidential Information through the receiving party.

“Affiliate” means, with respect to a Party, any entity that Controls, is Controlled by or is under common Control with such Party and which is not a competitor of the other Party. “Control” means ownership of more than 50% of the outstanding shares or other ownership interest representing the right to vote for members of the board of directors or other managing officers, of an entity.

“Representatives” means, with respect to a Party, collectively, such Party's Affiliates and its and their officers, directors, employees, professional advisors, sales representatives, and independent contractors who (i) are not competitors of the other

Party and (ii) are bound by a written agreement, or by a legally enforceable code of professional responsibility, to protect the Confidential Information under restrictions on use and disclosure that are no less restrictive than those set forth in this MOU.

- 5. Intellectual Property Rights:** For the purposes of this MOU, "Intellectual Property" shall mean trademarks (whether registered or at common law), mask works, derivative works, design rights, source code, object code, service marks, brand names, trade dress, logos, trade names, domain names, corporate names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries, designs and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including, without limitation, divisions, continuations, continuations in part and renewal applications), and any renewals, extensions, re-examinations or reissues thereof, in any jurisdiction; design registrations and applications, in any jurisdiction; non-public information, trade secrets and confidential information (including know-how, technical data, manufacturing and production processes and techniques, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings, computer software, and other works, whether copyrightable or not, in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any modifications, enhancements, updates in any form, corrections, renewals or extensions thereof; and any similar intellectual property or proprietary rights

Each Party shall retain all right, title, and interest in and to its pre-existing Intellectual Property. Renesas shall procure access to certain Altium Software (defined under Appendix 1) as described in Appendix 1 to the University for use by its students and faculty members whom it authorizes to access and use the Altium Software ("End Users"). The specific terms and conditions governing the use of this Altium Software, including any usage restrictions, will be set forth in a separate End User License Agreement (the "EULA"). The terms of the EULA may be accessed at: <https://www.altium.com/eula>. Each End User must accept the terms of the EULA prior to downloading or using the Altium Software. Except as expressly stated in this MOU or the EULA, nothing herein shall be construed as granting any other license, assignment, or right in or to the Intellectual Property of either Party. Any additional transfer, license, or use of Intellectual Property shall be subject to definitive written agreements executed between the Parties referred to under section 1 of this MOU.

The Parties agree that, in the event of a conflict between the terms of this Section and the EULA, the latter shall prevail.

- 6. LIMITATION OF LIABILITY:** IN NO EVENT SHALL A PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES (INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECULATIVE, SPECIAL OR CONSEQUENTIAL DAMAGES) WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS MOU (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). THE EXCLUSION OF LIABILITY SET FORTH ABOVE SHALL APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW. FOR ANY LIABILITY THAT, ACCORDING TO THE LAW, CAN ONLY BE RESTRICTED, BUT NOT EXCLUDED, IT IS HEREBY AGREED THAT EITHER PARTY'S LIABILITY SHALL BE LIMITED TO INDIAN RUPEES ONE THOUSAND. FOR THE AVOIDANCE OF DOUBT, THE LIMITATION OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO BREACH OF THE CONFIDENTIALITY AND PUBLICITY OBLIGATIONS SET FORTH IN SECTION 4, ABOVE.
- 7. DISCLAIMER OF WARRANTY.** EACH PARTY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS MOU. EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. ALL PRODUCTS AND SERVICES, IF ANY, PROVIDED UNDER THIS MOU, IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND.
- 8. Nature of Relationship:** Nothing in this MOU should be construed as creating a partnership, agency, franchise or joint venture, of any kind, between the Parties, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, without the other Party's prior written consent.
- 9. Governing Law & Dispute Resolution:** This MOU shall be governed by the laws of India. In the event of any dispute or difference arising out of or relating to this MOU or the breach thereof, the Parties hereto shall use their best endeavors to settle such disputes or differences amicably. To this effect they shall consult and negotiate with each other in good faith and understand their mutual interests to reach a just and equitable solution satisfactory to both Parties, with or without the assistance of a mediator. If the Parties do not reach such a solution within a period of thirty (30) days, then the dispute shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Bengaluru, Karnataka, and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by an arbitral tribunal consisting of three (3) arbitrators. Each of the Parties shall nominate an arbitrator, and the third arbitrator shall be nominated by the aforesaid two (2) arbitrators. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction.

10. **Language and Amendments.** This MOU shall be executed in English, and the English language original of this MOU shall prevail over any translation hereof into any other languages. Any provision of this MOU may be amended only by a written amendment duly signed by the Parties.
11. **Notices.** All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MOU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the other's Party's address as stipulated on the first page of this MOU.
12. **Counterparts.** This MOU may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all the counterparts together shall constitute the same instrument.

**APPENDIX 1**  
**SCOPE OF THE COLLABORATION**

1. Renesas intends to offer a college-level curriculum at no cost to students and professors of University in order to train students in end-to-end embedded system development, covering hardware, software, and PCB design using industry-standard tools.
2. Renesas shall procure the provision of Altium Designer Pro / A365 licenses (collectively referred to as "Altium Software") from Altium LLC, a group company under the Renesas group. Altium LLC ("Altium"), is the exclusive licensor of such Altium Software. The Parties agree that licenses granted to the University to use the Altium Software shall be provided to the University at no cost. These licenses will be subject to separate agreements between the End Users and Altium, under Altium's standard terms, as set forth in MOU section 5.
3. University shall be responsible for ensuring that End Users who access or use Altium Software comply with the terms of the EULA and this MOU. The licenses granted to the University to use Altium Software shall automatically expire upon termination of this MOU.
4. Professors at University may use the curriculum (described under section 1, above) as a standalone elective course or to complement existing course materials, at no cost.
5. University Educator Training and Support: Renesas intends to provide online training, expert orientation sessions, workshops, and reasonable technical support for both professors and students of University. This training will cover the curriculum and relevant tools.
6. All individuals trained by Renesas in the curriculum or tools are expected to receive a certificate of completion at no cost to University.
7. NON-EXCLUSIVITY: Nothing in this MOU shall imply or establish an exclusive relationship between the Parties.
8. NON-COMMERCIAL USE: All licenses provided to University under this MOU are strictly for non-commercial use.