

Memorandum of Understanding

Between



DXCorr Hardware Technologies Pvt. Ltd.

And



Heritage Institute of Technology,
Kolkata

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into on this

11 day of AUGUST, 2017 between DXCorr Hardware Technologies Pvt. Ltd., a company established in 2005, having its India Headquarter at #No. 45 Sri Sai Complex, Bhoopsandra Main Road, RMV 2nd Stage, Bangalore – 560 094, and Corporate Headquarter at Suite #214, 121 West Washington Avenue, Sunnyvale, California 94086, USA hereinafter called and referred to as "DXCorr" (which term of expression shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) on the ONE PART.

AND

Heritage Institute of Technology, 994, Madurdaha, Chowbaga Road, Anandapur, P.O. East Kolkata Township, Kolkata – 700107, West Bengal, India, a private engineering college established in 2001, affiliated to Maulana Abul Kalam Azad University of Technology, West Bengal (formerly known as West Bengal University of Technology) and gaining 'Autonomous Status' in 2014, hereinafter called and referred to as "Heritage" (which term of expression shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) on the OTHER PART.

WHEREAS DXCorr provides Industry's leading edge VLSI Physical IP Solutions for a wide range of VLSI SOC Designs used across a broad spectrum of performance oriented power optimized applications. Leading edge VLSI physical IP includes SRAMs, ROMs, Standard Cells, I/Os, TCAM, Multiport Register Files, Customizable Datapath etc.

AND WHEREAS Heritage is a leading College offering (a) Undergraduate and Postgraduate courses in (i) Engineering and Technology and (ii) Applied Sciences, leading to B.Tech, M.Tech and MCA Degrees in different disciplines.

AND WHEREAS both DXCorr and Heritage have concurred that it shall be in their common interest as well as in the best interest of both Academia and the Industry to enhance Research and Development (R & D) for Continual

Development, up-gradation of Technology, Innovation and Training in the field of VLSI Design, Layout, Verification Methods and Nano-technology.

NOW THEREFORE to act in a collaborative manner to fulfill the common desire as aforementioned, DXCorr and Heritage enter into this Memorandum of Understanding (MoU) on this 11 day of AUGUST, 2017 by putting their respective seals and signatures on this Memorandum of Understanding, both the parties hereto agree to work together in an environment of mutual trust and cooperation as per the modalities inscribed hereafter.

MODUS OPERANDI

- 1) To provide scope of working in Core Semiconductor Industry, DXCorr will do recruitment of graduating B.Tech ECE (and other B.Tech/M.Tech Program as applicable) and M.Tech VLSI Students of Heritage if there is any requirement from Company side as well as matching skill from Heritage student side. DXCorr will also consider offering Internship program to Heritage Students.
- 2) DXCorr Team members and Heritage faculty & Students (primarily ECE B.Tech and M.Tech VLSI Students) will form Development Team to work in collaborative projects. These projects will be in the area of VLSI Digital and Memory Design/Layout/Verification and Hardware.
- 3) DXCorr will provide Technology and CAD Infrastructure facility to Heritage through remote access (vpn/vnc technology) to work on collaborative projects. Heritage will ensure that faculty/students get remote access in CPU Terminals of VLSI LAB to work on these projects.
- 4) DXCorr will provide opportunity to Heritage students to work on latest and greatest Nano-technology and VLSI Design in Industry today. This will tremendously enhance Heritage Students' employability and job opportunity in Core Semiconductor Sector.
- 5) In order to protect DXCorr Intellectual Property, Trade Secret and Technology Confidential Information, any Heritage member who will

work in collaborative project will have to sign Non Disclosure Agreement.

- 6) Any Intellectual Property created/developed may be patented or published in Journal/Conference jointly by the inventors, Heritage and DXCorr. Exclusive right for use of the invention as patented, so far as it concerns marketing and business, shall vest with DXCorr. Heritage may receive 5% of such proceeds as may accrue from such commercialization.
- 7) Krishanu Datta, Associate Professor of ECE Department of Heritage will lead and coordinate this collaborative activity from Heritage side. Heritage will allow Krishanu Datta to visit DXCorr Bangalore Office, not more than a day per week, so that he can interact face to face with DXCorr Design Team. DXCorr will take care his travel, accommodation and other expenses in Bangalore.
- 8) The Administrative contact point and Technical & Academic contact point will be as mutually agreed by both parties.

DECLARATION

Both DXCorr and Heritage are pleased to enter into this Memorandum of Understanding and believe that such an understanding would lead to a continuing period of meaningful interaction and co-operation between the parties hereto.

Both the parties hereto further agree that they shall uphold the spirit of this agreement and shall strive to continually develop the various aspects envisaged in this Memorandum of Understanding.

Unless otherwise terminated prematurely through mutual agreement or because of a *force majeure*, this Memorandum of Understanding will be in force for a period of Three (3) Years from the date of signing of this memorandum, provided that, if both the parties hereto so desire, the

Memorandum may further be renewed/continued, with or without any modification or amendment, as may be agreed to by both DXCorr and Heritage.

Both DXCorr and Heritage agree that disputes and differences, if any, arising out of this Memorandum regarding interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability, residual or otherwise, shall be resolved, reconciled and settled amicably through dialogue and discussion between the parties.

The parties hereto set and subscribe their respective hands and signatures this 11 day of AUGUST, Two Thousand Seventeen.

Signed on behalf of
DXCorr Hardware Technologies
Pvt. Ltd.

Signed on behalf of
Heritage Institute of Technology,
Kolkata

DXCORR HARDWARE TECHNOLOGIES PVT. LTD.

P.N.S.Mh

Authorised Signatory

P. N. S. Mh

Principal
Heritage Institute of Technology

(Signature and seal of the authorized
signatory, DXCorr)

(Signature and seal of the Principal,
Heritage)

