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 : IMPACC (IV)/ dl964803/ DELHI/ DL-DLH
 : SUBIN-DL96480336761783182189S
 : I, I T ROORKEE UTTARAKHAND
 : Article 5 General Agreement
 : Not Applicable
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 : I I T ROORKEE UTTARAKHAND
 : PINNACLE GEOSYSTEMS NEW DELHI
 : I I T ROORKEE UTTARAKHAND
 : 100
 : (One Hundred only)



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For PINNACLE GEOSYSTEMS

[Signature]

AUTHORISED SIGNATORY

MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY ROORKEE, ROORKEE, UTTARAKHAND, INDIA
AND
PINNACLE GEOSYSTEMS, NEW DELHI , INDIA

This Agreement is made and entered into on the date of the final signature here to, by and between the **Indian Institute of Technology Roorkee (I.I.T Roorkee)** and **PINNACLE GEOSYSTEMS, DELHI**.

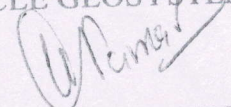
Whereas the I.I.T Roorkee and PINNACLE GEOSYSTEMS, DELHI desire to engage in cooperative educational, service, and research activities, for the mutual benefit of both, the parties have agreed upon the following:

- I. The parties will jointly develop cooperative research for project titled "**Development of low cost indigenous earthquake early warning system**" sponsored by Department of Science and Technology (DST), joint initiative of "**IMPRINT-2**". The cooperative activities to be covered by this Agreement may include technical personnel exchanges, collaborative research programs, and service programs.
- II. Each activity to be performed under this Agreement will be undertaken pursuant to an addendum that will contain the specific terms and conditions governing the activity. The two parties will mutually agree upon these terms and conditions on a case-by-case basis. As an industry partner, PINNACLE GEOSYSTEMS, DELHI will be joint holder of IP and will be named joint patent holder in case of any patents filed related to this product. PINNACLE GEOSYSTEMS, DELHI will also have the right to fabricate and sell these products to Indian and Global customers under a mutually agreed addendum to this Agreement that defines the commercial relationship in the form of royalty payments to I.I.T Roorkee from the sales of these products.
- III. Each party will be responsible for seeking funds to support its involvement in the cooperative activities contemplated under this Agreement, and all such activities will be dependent upon the budgetary appropriations of the parties.
- IV. Both parties agree that PINNACLE GEOSYSTEMS, DELHI will extend their facility for integration, testing, and trouble-shooting the ICs and semiconductor IPs developed in the "**IMPRINT-2**" project. In addition, PINNACLE GEOSYSTEMS, DELHI will also support in terms of providing space during first runs, whenever mutually agreed.
- V. All activities developed here under will be in accordance with all applicable rules and regulations of the home and host parties and all applicable national, state and local laws, rules and regulations.

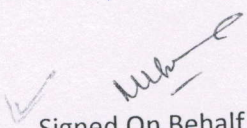


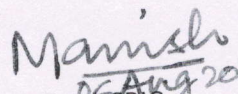
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For PINNACLE GEOSYSTEMS


AUTHORISED SIGNATORY

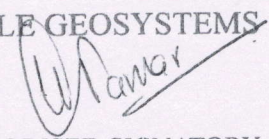
- VI. The I.I.T Roorkee appoints the office of Dean of Sponsored Research and Industrial Consultancy (SRIC) to coordinate the development and implementation of this Agreement.
- VII. This Agreement will be in effect for a period of three (3) years from the date of execution and may be renewed for additional periods by the parties. Either party giving ninety days written notice to the other party may terminate the Agreement provided that such termination will not affect the completion of any activity underway at the time or any previously advertised activity in which commitments to institute students have been made.
- VIII. All modifications to this Agreement must be in writing and signed by both parties.


Signed On Behalf of
I.I. T Roorkee


Dean SRIC
Signature & Stamp with Date
26 Aug 2020

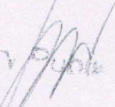
Signed On Behalf of
PINNACLE GEOSYSTEMS, DELHI

For PINNACLE GEOSYSTEMS


AUTHORISED SIGNATORY

Authorizes Signatory



ATTESTED

Notary Public
4 AUG 2020