



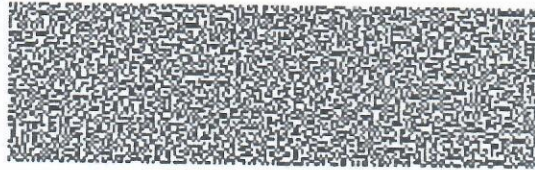
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA12709927941528W
 Certificate Issued Date : 24-May-2024 04:43 PM
 Account Reference : NONACC (FI)/ kagcs108/ RAGHUVANAHALLI3/ KA-JY
 Unique Doc. Reference : SUBIN-KAKAGCSL0883171864208400W
 Purchased by : KSIT BANGALORE
 Description of Document : Article 2(B) Administration Bond - In any other case
 Property Description : MOU
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : KSIT BANGALORE
 Second Party : BAYMAPSYSTEMS
 Stamp Duty Paid By : KSIT BANGALORE
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

OPEN-SOURCE SOFTWARE DEVELOPMENT AGREEMENT

This Opensource Software Development Agreement (the “Agreement”), effective as of 27th - May -Two Thousand Twenty Four (the “Effective Date”), is entered into by and between BayMap Systems, Arun Kumar C K (Aadhar ID: 2897 3972 7225), J4 Sky, Wilasa Grand Villaments, Doddakallasandra, Off Kanakapura Road, Bengaluru – 560062 (the “Party-1”) and K. S. INSTITUTE OF TECHNOLOGY (hereinafter “KSIT”) represented through authorised signatory, No.14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560109 (the “Party-2” together with Party-1, the “Parties,” and each a “Party”).

WHEREAS "CONFLUENCE" an opensource project is the brain child of Shri. Arun Kumar who is the Chief Evangelist and Chief Technical Architect of "CONFLUENCE".

WHEREAS This project will be incubated by Shri. Arun Kumar in KSIT as KSIT's opensource initiative wherein Arun Kumar will be the Chief Architect of the Project.

WHEREAS Party-2 agrees that this project and any and all contributions made by it to this project by the faculty, students or any person connected with KSIT herewith shall be kept opensource under the MIT 0 License (which is the MIT No Attribution License) on public repositories, but not limited to, GitHub, Apache Foundation and others that are relevant at that time on any such fully open platforms that are accessible to the public at large.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS, for the purposes of this agreement:

1.1. "Agreement" has the meaning set forth in the preamble.

"MIT No Attribution License" means whereby permission is hereby granted, free of charge, to any person obtaining a copy of this Opensource Software and associated documentation files (the "Opensource Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, execute, host as SAS, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so. The software is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or architects be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use or other dealings in the software.

1.2. "Effective Date" has the meaning set forth in the preamble. It is the start date for this Agreement where all rights and obligations herein become operational and enforceable.

Effective Date : 27-05-2024

Duration of agreement period 3 years from the date of effective date.

1.3. "Opensource Software" means software "CONFLUENCE" is an opensource project under MIT License 0 which is the MIT No Attribution License. It is a platform alongwith plugins that deals with Digital Twins for Internet of Things, wearable computing being one of the areas. It encompasses Artificial Intelligence/ Machine Learning, Cloud along with regular Application Software. It shall encompass supporting all surfaces, butis not limited to, mobile, web, desktop, tablet and TV with IoT Gateways, sensors/ devices and interacting with the Cloud that has Artificial Intelligence and Machine Learning as well and any ancillary data files, modules, libraries, tutorials, or demonstration programs.

1.4. "Unrestricted Use" means use of the Opensource Software by any user for any purpose. **Party-2** can use "CONFLUENCE" and the **Party-2's** faculties and students contributing to this project shall keep this project opensource in perpetuity in public

repositories like, but not limited to, GitHub, Apache Foundation and others that are relevant at that time on any such fully open platforms that are accessible to the public at large.

1.5. Rights of Party-1 or Party-2: Party-1 or Party-2 is free to use this software developed under "CONFLUENCE" under the "MIT No Attribution License" like any other person.

1.6. "Open Source" means the Definition as prescribed by the Open-Source Initiative.

2. DEVELOPMENT GRANT. Subject to the terms and conditions of this Agreement and the Parties' compliance therewith, Party-1 hereby consents with Party-2 to develop CONFLUENCE, solely for defined Unrestricted Use adhering to "MIT No Attribution License".

2.1. Scope of Access and Use. Third party users can install, use, and run an unlimited number of copies of the Opensource Software on any device or network.

3. TERM. The term of this Agreement commences as of the Effective Date and will continue in effect indefinitely until termination, pursuant to the Termination section under this Agreement and the Opensource Software developed by the parties shall be an "MIT No Attribution License" basis in perpetuity under the CONFLUENCE project initiative.

4. TERMINATION. This Agreement may be terminated at any time:

4.1.1. Either party (Party-1 or Party-2) can terminate their contributions to this Opensourceinitiative and must give prompt 30 day written notice to the other Party.

5. GENERAL PROVISIONS.

5.1. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or any other form of joint enterprise, employment, or fiduciary relationship between the Parties.

5.2. Notices. Notices will be deemed effectively given when received if delivered by hand; when received if sent by a nationally recognized courier with required signature upon receipt; when sent if delivered by email with transmission confirmation and sent during receiving party's normal business hours; and on the next business day if delivered by email with transmission confirmation and sent after normal business hours. Any notice, request, consent, claim demand, waiver, or other communication under this Agreement must be in writing and addressed to Parties as follows:

5.2.1.

Party-1

Address: J4 Sky, Wilasa Grand Villaments, Doddakallasandra, Off Kanakapura Road, Bengaluru - 560062.

Email: arunkumarkumathalli@gmail.com

Party-2

Address: No.14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560109

Email: cse@ksit.edu.in





5.3. Governing Law. This Agreement is governed by and construed in accordance with the Laws of the territory of the Republic of India without giving effect to any choice or conflict of law provisions or rules that would permit the application of the laws of any other jurisdiction.

5.4. Arbitration. Unless all Parties agree otherwise, if any dispute arises between **Party-1** and the **Party-2** at any time, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the same shall be referred to a sole Arbitrator who shall be an independent and neutral third party appointed exclusively by the **Party-1**. **Party-2** shall not object to the appointment of the Arbitrator so appointed by the **Party-1**. The place of arbitration shall be Bangalore, Karnataka, India. The Arbitration & Conciliation Act, 1996 shall govern the arbitration proceedings. The arbitration proceedings shall be held in the English language. Parties hereby irrevocably waives, to the extent permitted by law, all rights to trial by way of civil suits and all rights to bring or participate in a multi-party action in any action, proceeding, or counter-claim arising out of or relating to this agreement. All claims and disputes arising out of this agreement must be arbitrated on an individual basis and not on a class basis. Any dispute, claim, or cause of action arising out of or relating to this agreement must be commenced within forty-five days after the cause accrues; otherwise, such cause of action will be permanently barred. This provision will survive the termination of this Agreement.

5.5. Further Assurances. The Parties will cooperate with each other, execute and deliver such documents or instruments, and take all further actions as may be reasonably requested by the Parties from time to time in order to carry out, evidence, or confirm their rights or obligations or as may be reasonably necessary or helpful to give full effect to this Agreement.

5.6. Amendment and Modifications. This Agreement may be supplemented, amended, or modified only by mutual and written agreement of all Parties. No amendment, modification, rescission, or termination is effective unless it is in writing and executed by all Parties or their authorized representatives.

5.7. Waiver. No Party to this Agreement is deemed to have waived any of their rights, powers, remedies, or privileges under this Agreement unless such waiver is expressly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, the failure to exercise or enforce any rights, powers, remedies, or privileges under this Agreement will in no way be construed as a present or future waiver of such rights, powers, remedies, or privileges.

5.8. Severability. If any provision of this Agreement or the application thereof is held to be invalid or unenforceable for any reason and to any extent, then that provision will be considered removed from this Agreement. However, the remaining provisions will continue to be valid and enforceable according to the intentions of all Parties and to the maximum extent permitted by Law. If it is held that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and





enforced as so limited.

5.9. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole, entire, and final agreement of the Parties with respect to the subject of this Opensource Software License Agreement. This Agreement supersedes all prior and contemporaneous understandings, representations, agreements, and warranties, whether written, oral, or implied. Should any inconsistency occur between statements made in the body of this Agreement, any related exhibits, schedules, attachments, and appendices, and any other documents incorporated herein by reference, the following order of precedence governs: (i) this Agreement, excluding any exhibits, schedules, attachments, appendices, or any other documents incorporated herein by reference; (ii) this Agreement's exhibits, schedules, attachments, and appendices, if any; and (iii) any other documents incorporated in this Agreement by reference.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date affixed to each signature.

Party-1: BAYMAP SYSTEMS

Signed: Arun Kumar ck.

Date: 27/05/2024

Name: Arun Kumar C K

Title: Chief Architect

For BAYMAP SYSTEMS
DIRECTOR

Party-2: K. S. INSTITUTE OF TECHNOLOGY

Signed: D Kumar

Date: 27/05/2024

Name: Dr. Dilip Kumar K

Title: Principal/Director, KSIT

PRINCIPAL
K.S. INSTITUTE OF TECHNOLOGY
BENGALURU - 560 109

Signed: Dr. Rekha B Venkatapur

Date: 27/5/2024

Name: Dr. Rekha B Venkatapur

Title: HOD-CSE, KSIT