

**THIS TECHNOLOGY LICENSING AGREEMENT** is made BETWEEN Social Hardware International Private Limited (the ‘**Owner**’ or ‘**Licensor**’) whose registered office is at 91Springboard,3rd floor Padmavati Complex, 8th Block, Koramangala-560095 and the organization/person agreeing to these terms and conditions (the ‘**Licensee**’ or ‘**you**’) (“**Agreement**”). By clicking "I agree", you agree to have read, understood and be bound by the terms and conditions as contained hereunder.

The Owner is the registered proprietor of and owner of the Technology (*defined below*), and possesses related Know-how and is willing to grant to the Licensee, and the Licensee is willing to accept, a licence to use the Technology and the Know-how (*defined below*), in accordance with the provisions of this Agreement.

IT IS AGREED as follows:

## **1 Definitions**

In this Agreement, the following words shall have the following meanings:

‘Affiliate’	In relation to a Party, means any entity or person which controls, is controlled by, or is under common control with that Party. For the purposes of this definition, ‘control’ shall mean direct or indirect beneficial ownership of 50% (or, outside a Party’s home territory, such lesser percentage as is the maximum permitted level of foreign investment) or more of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that entity or person, as the case may be.
‘Commencement Date’	The date on which the Parties have entered into this Agreement.
‘Field’	Prosthetic Hand / Bionic Arm / STEM Education, EduTech Kit/Medical Wearable device / Additive manufacturing (3D Printing)
‘Know-how’	Technical information in the Field developed by the Owner and relating directly to the Technology.
‘Parties’	The Owner and the Licensee, and ‘Party’ shall mean either of them.
‘Purpose’	To allow the Owner a protected global distribution of the Licensed Technology (and any product manufactured by the Owner based on the Technology) and grow the understanding of Technology used in the Field amongst hobbyists, interested customer, helping them to create a better version of the Technology, notwithstanding the use of Licensed Technology and Know-how to the Licensee is limited only for non-commercial and research purposes only.
‘Technology’	Any and all of the technology and specifications in relation to source bionic hand files, printed parts, gear box, design files and ATMEGA-based micro controller and power board PCB

stack developed by the Owner, including any continuations, continuations in part, extensions, reissues, divisions, and any patents, supplementary protection certificates and similar rights that are based on or derive priority from the foregoing.

‘Territory’ The World.

## 2 Grant of rights

## 2.1 Licences

Subject to the acceptance of the terms and conditions by the Licensee of this Agreement, the Owner hereby grants to the Licensee, subject to the provisions of this Agreement, a revocable, non-sub licensable, non-exclusive, non-commercial research purpose, the licence to use the Technology to develop, manufacture, create any product, derivative of the Technology for non-commercial, personal use (“**Derivative Product**”) in the Territory and notwithstanding anything to the contrary contained herein, for the Purpose (“**Licensed Technology**”). Licensee agrees and acknowledges that its intention in entering this Agreement are solely to for its own personal intellectual benefit and research purposes. It being clarified that the upon acceptance of the terms and conditions by the Licensee of this Agreement, the details in relation to the Licensed Technology and Know-how will be shared with the Licensee by the Owner by way of a separate privileged communication, electronically, on the email address of the Licensee registered with the Owner.

## 2.2 No other licence

It is acknowledged and agreed that no licence is granted by the Owner to the Licensee other than the licence(s) expressly granted by the provisions of this clause 2. Without prejudice to the generality of the foregoing the Owner reserves all rights under the Technology and Know-how outside the Field.

## 2.3 Quality

The Licensee represents and warrants that, and shall ensure that all its usage of the Licensed Technology granted to it hereunder shall comply with all applicable laws and regulations in each part of the Territory. The Licensors shall indemnify and hold harmless the Owner for any loss, claim, damages, etc., to the Owner, arising or in connection with any breach of this Clause by the Licensee or its Affiliates, agents, employees, contractors, etc.

## 2.4 Disclosure/License and Attribution of the Derivative Product

The Licensee agrees and undertakes to immediately notify the Owner of any Derivative Product and undertakes to grant the owner an irrevocable, royalty paid, perpetual unconditional license to utilise the Derivative Product and shall disclose the specifications of the same to the Owner. In the event the Licensee distributes or utilises any Derivative Product, the Licensee shall provide due credit to the Owner by expressly and conspicuously identifying the Owner's name and usage of Licensed Technology in making the Derivative Product.

### **3 Know-how and confidential information**

#### **3.1 Status of Know-how**

The Licensee acknowledges that the Know-how is at an early stage of development. Accordingly, specific results cannot be guaranteed and any results, materials, information or other items (together 'Delivered Items') provided under this Agreement are provided 'as is' and without any express or implied warranties, representations or undertakings. As examples, but without limiting the foregoing, the Owner does not give any warranty that Delivered Items are of merchantable or satisfactory quality, are fit for any particular purpose, comply with any sample or description, or are viable, uncontaminated, safe or non-toxic.

#### **3.2 Responsibility for further development of Licensed Technology**

The Licensee shall only use utilise the Licensed Technology for personal, non-commercial use and in accordance with the other terms and conditions of this Agreement.

#### **3.3 Confidentiality obligations**

Each Party ("**Receiving Party**") undertakes to maintain as secret and confidential all Know-how and other technical or commercial information obtained directly or indirectly from the other Party ("**Disclosing Party**") in the course of or associated with the performance of this Agreement and to respect the Disclosing Party's rights therein:

- 3.3.1 to use the same exclusively for the purposes of this Agreement, and
- 3.3.2 to disclose the same only to those of its employees, contractors and sub-licensees pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

#### **3.4 Exceptions to obligations**

The provisions of Clause 3.3 shall not apply to Know-how and other information which the Receiving Party can demonstrate by reasonable, written evidence:

- (a) was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or
- (b) is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or
- (c) is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, Affiliates or sub-licensees; or
- (d) the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority, provided that the Receiving Party shall:
  - (i) inform the Disclosing Party as soon as is reasonably practicable, and

- (ii) at the Disclosing Party's request seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority's procedure.

## **4 Payments**

### **4.1 License Fee**

This Agreement and the grant of the license shall become effective only upon payment by the Licensee to the Owner, of the license fee as may be intimated by the Owner to the Licensee.

## **5 Intellectual Property**

### **5.1 Infringement of the Licensed Technology**

Each Party shall inform the other Party promptly if it becomes aware of any infringement or potential infringement of the Licensed Technology, and the Parties shall discuss with each other to decide the best way to respond to such infringement.

### **5.2 Infringement of Third Party Rights**

If any warning letter or other notice of infringement is received by a Party, or legal suit or other action is brought against a Party, alleging infringement of third party rights in the Licensed Technology that Party shall promptly provide full details to the other Party, and the Parties shall discuss the best way to respond.

## **6 Warranties and Liability**

- 6.1 Unless otherwise separately undertaken by the Owner, to the extent possible, the Owner offers the Licensed Technology as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Technology, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. To the extent possible, in no event will the Owner be liable to the Licensee on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this license or use of the Licensed Technology, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

### **6.2 Indemnity**

The Licensee shall indemnify the Owner against any loss, damages, costs or expenses which are awarded against or incurred by the Owner as a result of any claim or threatened claim concerning the use by the Licensee or any contravention of the terms and conditions of this

Agreement or otherwise in connection with the usage of the Licensed Technology and Know-how.

## **7 Duration and termination**

### **7.1 Commencement and Termination by Expiry**

This Agreement, and the licences granted hereunder, shall come into effect on the Commencement Date and, unless terminated earlier in accordance with this clause 7, shall continue in force for a period of 1 year, unless extended by the Owner in its sole discretion upon written request by the Licensee.

### **7.2 Early Termination**

7.2.1 The Owner may terminate this Agreement at any time by providing a written notice to the Licensee in the event of any breach by the Licensee of any terms and conditions contained hereunder.

7.2.2 The Owner may forthwith terminate this Agreement by giving written notice to the Licensee if the Licensee or its Affiliate commences legal proceedings, or assists any third party to commence legal proceedings, to challenge the validity of any of the patents in relation to the Licensed Technology.

## **8 General**

### **8.1 Amendment**

This Agreement may only be amended in writing signed by duly authorised representatives of the Owner and the Licensee.

### **8.2 Assignment and third party rights**

The Licensee shall not assign, mortgage, charge or otherwise transfer, assign any of its rights or obligations under this Agreement. The Owner shall however be free to transfer, assign any of its rights or obligations under this Agreement.

### **8.3 Waiver**

No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

### **8.4 Invalid clause**

If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

#### **8.5 No agency**

Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

#### **8.6 Law and Jurisdiction**

The validity, construction and performance of this Agreement shall be governed by laws of India and shall be subject to the exclusive jurisdiction of the courts at Bangalore, Karnataka, India to which the parties hereby submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.

#### **8.7 Further action**

Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

#### **8.8 Announcements**

The Licensee shall not make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the Owner in connection with or in consequence of this Agreement, without the prior written consent of the Owner. The Owner shall however be free to make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the Licensee in connection with or in consequence of this Agreement.

#### **8.9 Entire agreement**

This Agreement, including its Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.