DEVELOPER EVALUATION AGREEMENT

THIS EVALUATION AGREEMENT ("**Agreement**") is made on the 24th of MAY 2021, at Mumbai ("**Effective Date**")

BETWEEN

Techno India NJR Institute of Technology Udaipur, an engineering institute in Udaipur, Rajasthan, at PLOT- SPL- T, Bhamashah (RIICO) Industrial Area, Kaladwas, Udaipur, Rajasthan 313003, (hereinafter referred to as the "**Developer**").

AND

TESSERACT IMAGING LIMITED, a company limited by shares incorporated in India under Companies Act, 2013, having its registered office at 44/4, Shivaji Chowk, Mulund Colony, Mulund (W) Mumbai 400 082 and corporate office at T22C, Reliance Corporate Park, Ghansoli, Navi Mumbai 400 701, (hereinafter referred to as "**Tesseract**" which term shall include its affiliates and successors in interest and title);

(Tesseract and the Developer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

1. Tesseract is engaged in the business of producing software and hardware in the augmented, virtual and mixed reality sphere. Tesseract, directly or through its affiliates, hosts interactive pages that can be accessed on various devices and on which various software applications are available to end users ("**Store**");

2. The Developer is engaged in the business of development of applications for augmented, virtual and mixed reality platforms. The Developer is in the process of developing applications that are compatible to Tesseract's devices ("**Application**"). Details about the Application are specified in **Schedule-1**.

3. The Parties desire to enter into this Agreement for the purpose of Tesseract's testing and evaluation of the Application for potential distribution in the Store pursuant to this Agreement ("**Evaluation**"), as such Store may be accessible on various devices to end users.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. PURPOSE AND CONSIDERATION

1.1. The purpose of the Evaluation is for Tesseract to determine whether it, in its sole discretion, wishes to negotiate and execute a separate definitive agreement with the Developer for the distribution of the Application in the Store ("**Definitive Agreement**"). It is understood and agreed by both Parties that no fees shall be payable by one Party to the other Party during the term of this Agreement. All fees or other commercial terms including relating to the placement and distribution of the Application in the Store will commence only upon the execution of the Definitive Agreement, and on the terms and conditions set forth therein. Nothing in this Agreement will be construed as a promise or commitment on the part of either Party to enter into a Definitive Agreement. The Parties agree that mutual covenants and obligations of each Party as set out in this Agreement is sufficient consideration for the purposes of this Agreement.

1.2. During the Evaluation Period (*defined below*), Tesseract shall use commercially reasonable efforts to conduct the Evaluation in accordance with this Agreement.

1.3. Upon Tesseract's request, Developer and/or its affiliates shall, at its or their own cost and expense, provide all assistance, support or cooperation to Tesseract and/or its affiliates for the timely and proper conduct of Evaluation, including but not limited to rectifying errors, crashes, hangs, malfunctions, build correction, work-around, bug fixes, updates, upgrades, patches, defected usage of software, latency and loading issues and all technical support pertaining to the Application.

2. CREATION OF A DEVELOPER ACCOUNT

Upon commencement of the Effective Date, or on such other date communicated in writing by Tesseract, the Developer shall create an online account on Tesseract's or its affiliates' Platform ("**Developer Account**"), as confirmed by Tesseract. For the purpose of this Agreement, Platform refers to the website and technical platforms owned and operated by Tesseract and/or its affiliates.

2.1. The Developer shall provide relevant information including, but not limited to, company registration information, bank account details (if applicable), tax information, GST number, and contact information, on the Platform to ensure that the Developer is granted access to the Platform. Any and all information provided by the Developer at the time of creation of the Developer Account shall be authentic and accurate. Tesseract shall have the right to suspend the Developer's right to use the Platform or immediately terminate this Agreement in case the Developer provides inauthentic or inaccurate information to create the Developer Account. The Developer shall indemnify and hold Tesseract harmless against and from any and all losses, liabilities, and penalties that may be or have been imposed on Tesseract, arising from inaccurate information provided by the Developer for creation of the Developer Account.

3. MANAGEMENT OF DEVELOPER ACCOUNT

3.1.   The Developer shall not disclose the credentials of the Developer Account to any third party. The Developer shall be responsible for maintaining the confidentiality of the Developer Account credentials and for any activity in connection with the Developer Account.

3.2.   The Developer shall not allow any third party to use the Developer Account without the prior written authorisation of Tesseract. The Developer shall be solely responsible for such third-party activity on the Platform.

3.3.   The Developer shall be solely responsible for compliance with respect to any applicable laws in relation to the Application that is developed, uploaded or tested under the Developer Account.

3.4.   The Developer may not use the Developer Account for any other purposes except for those specified under this Agreement. In the event that the Developer Account is suspended due to the Developer's violation of this Agreement or termination of this Agreement, the Developer may not set up a new developer account without the prior written consent of Tesseract.

4. DELIVERY AND SUBMISSION OF THE APPLICATION

4.1.   The Developer shall submit the Application for Evaluation to Tesseract by uploading the Application on the Platform and / or by other means that may be communicated by Tesseract to the Developer in writing. .

4.2.   This submission of the Application for Evaluation, on the Platform and / or by means otherwise communicated at Tesseract's option, shall be completed by *25ᵗʰ June, 20201* ("**Delivery Date**"). The Developer understands that it is only upon completion of submission of the Application to Tesseract in the manner agreed and including all the parameters stated in Annexure -1, that Tesseract shall be able to commence conduct Evaluation of such Application.

4.3.   It is agreed and understood by both Parties that the Application submitted on the Delivery Date will be a fully functional packaged file with all the requisite device criteria including but not limited to mandatory controller mapping as detailed in the SDK documentation shared by Tesseract, UI/UX needed for the Platform or device as indicated in the design toolkits and interaction and design guidelines shared with the SDK documentation.

4.4.   It will also support the features including but not limited to app icons, splash screens, title image, company logo, banners and other marketing collaterals in high resolution for such Platform or device, per guidelines which will be communicated from time to time before or during the Evaluation Period.

4.5.   Prior to the uploading of the Application onto Tesseract's Platform, the Developer undertakes to ensure that the Application is compatible to Tesseract's operating system and if necessary,

Port the Application to make it compatible to Tesseract's operating system. For the purposes of this Agreement, **Port** refers to changing the software programming of the Application to allow the Application to run with a Tesseract's operating system and / or Platform.

4.6.   In connection with the Evaluation, Tesseract may, from time to time, request additional information and may require Developer to supply all such additional information (including, without limitation, Developer's suggested sales category, version product information, end user documentation and installation instructions) regarding the Application that may not have already been submitted by Developer. Developer shall at all times provide such requested information and keep Tesseract updated of any changes to such information. Tesseract will not be required to return any submitted materials to Developer.

4.7.   By submitting the Application to Tesseract for Evaluation, the Developer represents and warrants to Tesseract that the Developer has obtained all necessary consents, permissions, releases and licenses required to be able to submit the Application to Tesseract and make the Application available for distribution through the Store.

4.8.   Developer hereby grants to Tesseract a worldwide, royalty-free, sub licensable license to copy, host, reproduce, display (publicly or otherwise), perform (publicly or otherwise), analyse, distribute to end users via the Store, and otherwise use the Application, related Documentation and any other materials provided by or on behalf of Developer hereunder in connection with the Evaluation and for purposes incidental thereto, including marketing the Application and Platform by Tesseract and the maintenance of a reasonable number of back-up or test copies of such Application (including for disaster recovery purposes). For the purpose of this Agreement, **Documentation** shall mean any instructional and operating manuals or other printed or electronic materials supplied by Developer to Tesseract in connection with Application.

4.9.   The Application shall meet all requirements as may be specified by Tesseract with respect to the Platform and Store and Tesseract's quality assurance standards. The Developer shall not modify, update or edit the Application through any third party channel without the prior consent of Tesseract. The Developer shall be liable for any and all losses incurred therefrom upon Tesseract and end users (if any), and Tesseract reserves the right to terminate this Agreement unilaterally and immediately in such cases. Notwithstanding the foregoing, Tesseract's consent to distribute the Application shall not exempt the Developer from any liabilities for the Application, including but not limited to liabilities of violation of applicable laws, infringement, or caused by defect of the Application.

4.10.   Without prejudice to the generality of the foregoing, the Developer shall ensure compliance with the following requirements for the purposes of Evaluation:

(a) Compliance with all necessary testing requirements of Tesseract with respect to the Application, including testing for crashes and bugs, at all times;

(b) Ensuring completeness and accuracy of all information pertaining to the Application, including metadata, at all times;

(c) Prompt and regular updates by the Developer of all changes, updates or modifications to Developer and Application information as provided by the Developer to Tesseract;

(d) Providing all backend services with respect to the maintenance of the Application, in the form and manner as specified by Tesseract, so that the Application and related services provided by the Developer to the end users are maintained in a seamless manner; and

(e) All other criteria and obligations as specified by Tesseract.

4.7 The Developer shall be responsible for resolving any and all disputes, arising out of or in relation to the Application and services in relation to the Application, between the Developer and the end users. Tesseract reserves the right but has no obligation to facilitate the resolution of such disputes in order to ensure the orderly functioning of the Platform and the Store and to protect the end users' rights and interests. The Developer shall fully cooperate with Tesseract with any efforts it makes in this regard.

5. LICENSING OF APPLICATION

5.1. Developer acknowledges that, during the Evaluation Period (*defined below*), Tesseract will, as determined in its sole discretion, have the right to place the Application in the Store for download by end users or further remove the Application from the Store. To the extent that the Application is made available to end users, unless the Application includes a separate end user license agreement ("**EULA**"), Developer agrees to grant to each end user a non-exclusive, worldwide, perpetual license to use the Application on the end user's device; provided that if Developer includes a separate EULA for the Application, then Developer will be responsible for obtaining the end user's express consent to the EULA, and the end user's rights will be governed by the EULA instead of this clause 5.1. Developer acknowledges and agrees that the EULA for the Application is an agreement solely between Developer and the end user and that Tesseract will not be responsible for and will not have any liability whatsoever under the EULA. To the extent that the EULA conflicts with this Agreement, this Agreement will supersede the EULA.

5.2. The Developer authorises Tesseract to provide the Application on the Developer's behalf through the Store. The Developer retains the sole legal liabilities and responsibilities for the Application. The Developer must provide a EULA with the Application that the Developer distributes via the Platform. The terms of such an EULA shall apply to end users using the Application and shall, amongst other things, state that the Developer is the licensor of the Application or a licensee with proper authorization to provide the Application, and that Tesseract is not a party to said EULA. The EULA shall clearly state that the Application is provided to the end users by the Developer, and that the Developer is responsible for any and all content provided to the end users. The Developer shall provide Tesseract with a copy of said EULA at the time of submission of the Application on the Platform.

6. TAKEDOWNS

6.1 Tesseract reserves the right, in its sole discretion, to immediately suspend the availability of the Application in the Store, at any time upon notice to Developer for any reason whatsoever, including, without limitation, Developer's failure to continue to comply with the support obligations set forth in this Agreement, end user dissatisfaction with the Application, a third party claim made in relation to the Application, intentional induction of viruses, spyware, trojan horses, or other malware or harmful code into the Application, violation of any applicable laws, regulations, policies, or generally accepted practices, codes or guidelines in relevant jurisdictions or inclusion of any pornographic, gambling, defamatory, hateful or offensive content (including but not limited to that which is based on race, religion, gender, caste or age), or any other illegal information in the Application. Nothing in this Agreement will require Tesseract to make or continue to make available the Application.

7. SUPPORT

7.1. Developer shall provide support and maintenance for the Application and shall respond to Tesseract's and end user's reasonable requests for support and assistance during the Evaluation Period. (*defined below*)

7.2. The Developer shall provide necessary support to Tesseract and/or its affiliates to conduct the Evaluation during the Evaluation Period. (*defined below*) Such support and maintenance shall be on commercial best efforts basis by the Developer.

7.3. The Developer shall provide support and maintenance with respect to the Application including but not limited to the support and maintenance services listed herein without any costs or charges to Tesseract.

8. TERM AND TERMINATION

8.1. This Agreement will be effective from the Effective Date for a term of ninety (90) days from the Delivery Date ("**Evaluation Period**") and will automatically renew at the end of each term for a further term of ninety (90) days unless (a) either party gives the other written notice of termination at least 30 days prior to the end of the relevant term; or (b) till such time that the Definitive Agreement becomes effective.

8.2. Either Party may terminate the Agreement at any time for any reason or for no reason, by giving at least thirty (30) days prior written notice to the other Party.

8.3. Termination for Cause

    (a)   Tesseract shall have the right to immediately terminate the Developer's engagement for Cause.

(b)   The term "**Cause**" shall include:

    (i)   an act of dishonesty or other willful misconduct including, without limitation, theft or misappropriation (or attempted theft or misappropriation) of property, including but not limited to tangible forms of property, of Tesseract or the commission or omission of an act or acts constituting fraud against Tesseract;

    (ii)   gross negligence in the performance of the Developer's obligations to Tesseract;

    (iii)   the Developer's conviction of a crime, or the entering of any guilty plea in respect of such crime.

    (iv)   actions constituting a serious breach of the Tesseract's standards of behaviour where such breach may include without limitation, proven perpetration of sexual harassment, contravention of applicable data privacy laws and contravention of confidentiality obligations under this Agreement or otherwise;

    (v)   it comes to Tesseract's knowledge that the Developer intentionally induces viruses, spyware, trojan horses, or other malware or harmful code into the Application;

    (vi)   it comes to Tesseract's knowledge that the Developer infringes any third-party intellectual property rights in relation to the development and testing of the Application;

    (vii)   misrepresentation, suppression or providing false and incorrect information;

    (viii) any violation of applicable laws including but not limited to privacy laws, regulations, policies, or generally accepted practices, codes or guidelines in relevant jurisdictions by the Developer with respect to the Application.

    (ix)   inclusion of any pornographic, gambling, defamatory, hateful or offensive content (including but not limited to that which is based on race, religion, gender, caste or age), or any other illegal information into the Application.

(c)   The termination of the Developer's engagement for Cause pursuant to this clause 8.4 shall be effective immediately upon the delivery by Tesseract to the Developer of written notice of his/her termination;

8.4.   Upon any expiration or termination of this Agreement, Tesseract shall remove the Application from the Store. However, the Developer acknowledges and agrees that any removal of Application by Tesseract from the Store does not affect the rights of end users who have previously purchased or downloaded the Application.

9. CHARGES AND PENALTIES

9.1.   Unless expressly specified in this Agreement, neither Tesseract nor the end users of the Application will be obliged to pay any charges for the Evaluation or for any Application provided by Developer or for distribution of the Application in the Store during the Evaluation Period.

9.2.   Without prejudice to the generality of the foregoing, Tesseract shall not be obligated to pay any license fees or royalties for use of the Application during the Evaluation Period to Developer, including all persons claiming through and/or under Developer.

9.3.   Penalties:

(a) Developer understands that timelines are of the utmost importance in this Agreement and any delay could result in exponential, incomprehensible, immeasurable losses to Tesseract. In view thereof, Developer agrees that there shall be no delay in delivery of the Application.

(b) In case of any expected delay beyond the Delivery date in submitting the Application or its projected failure to meet the communicated specifications or expected standards by the Delivery Date, the Developer will inform Tesseract at least a week prior of such expected delay and Tesseract, in its sole discretion, may provide a grace period of upto 7 (seven) Business Days to the Developer to fulfill its obligations.

(c) If the Developer fails to deliver the Application by the Delivery Date or any grace period as provided for above at the sole discretion of Tesseract, Tesseract shall be entitled to terminate this Agreement at its sole discretion, and without any prior notice to the Developer. Furthermore, Developer will be liable towards Tesseract for any damages, business and other losses that Tesseract may be or is likely to be exposed to or face as a result thereof.

For the purposes of this Agreement, Business Day means a day on which commercial banks are open for business in India (excluding Saturdays, Sundays and public holidays). Notwithstanding anything to the contrary, Tesseract shall not be liable to pay any penalties to the Developer under this Agreement.

10. NON-DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION

10.1.   The Developer acknowledges that during the course of his/her engagement with Tesseract, he/she will have and/or has had access to information about Tesseract and/or its affiliates or otherwise in its possession and that his/her engagement with Tesseract shall bring him/her into close contact with many confidential affairs of Tesseract, its affiliates, customers and users, including without limitation, Tesseract's information regarding the following:

(a)   customer data, customer intellectual property, any Tesseract data, in particular,

names, addresses of present or prospective customers/users;

(b)   business data, particularly data relating to new products and new applications, promotion campaigns, distribution strategies, license agreements, pricing and other commercial terms, terms and conditions of contracts and transactions between the customers/users and Tesseract, and/ or any information directly or incidentally connected to any intellectual property;

(c)   any data, documents, plans, drawings, photographs, reports, statements correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies including papers and documents, computer floppies, compact discs or other media containing the same;

(d)   any information relating to Tesseract and its customers/users' (whether past, present, or future) sensitive personal information, financial data, financial results and projections, costs and prices, details of employees, consultants, developers, agents, vendors, customer, technologies, technical and business strategies, business and marketing plans and reports, marketing and sales techniques, contracts;

(e)   any information relating to Tesseract and its customers' (whether past, present, or future) platforms, servers, internal controls, computer or data processing programs, algorithms, electronic data processing applications, security procedures, hardware, designs, drawings, machines, tools, models, computer programs, software applications, software tools, source codes, object codes, protocols, product descriptions, development schedules, choices of product names, trade secrets or know how;

(f)   information not known to Tesseract's competitors nor intended by Tesseract for general dissemination; and

(g)   any information relating to the prior, current or contemplated products or services offered and information that the Developer has a reasonable basis to believe that it is not in the public domain or was accepted by Tesseract and / or its affiliates from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").

10.2.   The Developer acknowledges that such Confidential Information is not readily available to the public other than in course of business.

10.3.   In recognition of the foregoing, during and after the expiry of the Evaluation Period or termination of this Agreement, whichever is earlier, (regardless of the reason for any such termination) and until such time as the Confidential Information is generally published or is available to the general public other than through the Developer's unauthorized disclosure, the Developer shall not, without the prior written consent of Tesseract, disclose or use or make available for anyone to use (except in the course of its engagement with Tesseract) any Confidential Information and the Developer shall during the continuance of its

engagement with Tesseract, use its best efforts to prevent the unauthorized publication or misuse of any Confidential Information.

10.4. All documents, records, data or other material, whether or not pertaining to Confidential Information, which are furnished to the Developer by Tesseract, its affiliates, customers or vendors, or are produced by the Developer in connection with the Developer's engagement with Tesseract shall remain the property of Tesseract.

10.5. The Developer agrees that the Application shall not disclose any Confidential Information.

10.6. Upon request by Tesseract at any time during the Evaluation Period and upon termination of this Agreement, the Developer shall (a) promptly return to Tesseract, or (b) at the option of Tesseract, erase or destroy, all of the Confidential Information, in whatever form available, including any material or medium from which any Confidential Information may be ascertained or derived. In no event shall the Developer store or retain any Confidential Information or copies, compilations or analysis thereof, unless authorized by Tesseract in writing.

10.7. Without limiting the rights of Tesseract in respect of a breach of this clause, the Developer shall:

(a) promptly notify Tesseract of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any other person, that may become known to the Developer;

(b) promptly furnish to Tesseract full details in his/her possession, of the unauthorized possession, use or knowledge, or attempt thereof, and assist Tesseract in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information;

(c) cooperate with Tesseract in any litigation and investigation against third parties deemed necessary by Tesseract to protect its Confidential Information and the proprietary rights; and

(d) promptly use his/her best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.

10.8. The Developer hereby represents and warrants that the performance of its obligations under this Agreement will not breach any agreement to maintain in confidence, proprietary information acquired by the Developer prior to or outside the scope of its engagement with Tesseract. The Developer covenants that it will not disclose to Tesseract or its affiliates, or use, or induce Tesseract or any of its affiliates to use, any proprietary information or trade secrets of any third party, including any earlier entity or person that the Developer was associated with, at any time.

10.9. The Developer shall not identify Tesseract or any of its affiliates in any promotional, advertising or other materials to be disseminated to the public or any third party or use any of the Tesseract's marks therein, without the prior written approval of Tesseract.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. All intellectual property including, but not limited to, patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information (whether registered or unregistered) and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created, either in relation to the Platform or Store, shall be the property of Tesseract and/or its affiliates. Nothing in the Agreement will operate to assign any rights, title or interest in such intellectual property to the Developer.

11.2. All intellectual property including, but not limited to, patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information (whether registered or unregistered) and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created, in relation to the Application, shall be the property of the Developer.

11.3. The Developer undertakes to seek and obtain all necessary licenses and/or authorisations to use any third party intellectual property in developing or testing of the Applications. During the Evaluation Period, Tesseract may have the right to audit the Developer's premises, procedures and records that relate to the Application to ensure compliance with this clause 11.3. The Developer shall fully indemnify, defend and hold harmless Tesseract and/or its affiliates and its directors, officers, employees, and agents against any and all claims incurred or sustained by any or all of them as a result of or in connection with any claim or action made or brought by any person arising from or related to infringement of any third party intellectual property under Clause 11.3.

11.4. The Developer shall not use or exploit any Content in performance of Services without the prior authorization of Tesseract. Upon such authorization, the Developer shall obtain all necessary licenses and approvals from third parties in relation to the use of the Content. For the purposes of this Agreement, Content may be defined as any material used in relation to the development of the Application or provision of Services including but not limited applications, 2D/3D videos, 2D/3D assets, pictures, graphics, animations, audio, software codes (source codes) and any digital A/V assets.

11.5.   In connection with this Agreement, Developer may provide Tesseract with ideas, suggestions, changes and other feedback relating to the Platform, the Store, the Evaluation or Tesseract's processes, products and programs (collectively, "**Feedback**"). Developer hereby grants to Tesseract a non-exclusive, worldwide, royalty-free, sub-licensable and irrevocable license to develop, make, have made, reproduce, have reproduced, import, modify, make derivative works of, sell, and offer to sell Feedback as part of Tesseract's technology, products and/or services.

11.6.   This clause 11 is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by Tesseract of any rights of ownership to which Tesseract may be entitled by operation of law by virtue of Tesseract having engaged the Developer.

12. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

12.1.   The Developer hereby represents, warrants and covenants to Tesseract that:

(a)   the Developer has the power to enter into and perform its obligations under this Agreement, to carry out the transactions contemplated by this Agreement and the execution and performance by the Developer of this Agreement does not violate any other document or agreement which is binding on the Developer;

(b)   all information and documents provided to Tesseract prior to, during the Evaluation Period and/or in relation to the Evaluation, is true and correct;

(c)   the Application shall not contain any viruses, spyware, trojan horses, or other malware or harmful code. In the event that the Application contains any viruses, spyware, trojan horses or other malware, then in addition to other rights and remedies available to Tesseract under this Agreement, the Developer shall eliminate the any viruses, spyware, trojan horses, or other malware or harmful code and mitigate any loss of operational efficiency or corruption of data caused to Tesseract.

(d)   that it complies with the terms governing any open source software or any third party intellectual property used for developing the Application or used in the testing of the Application in Tesseract's Platform or Store, including by providing all required attributions and notices;

(e)   the Application is not subject to any open-source license in a manner that does, will, or would reasonably be expected to, require the (i) disclosure or distribution of any Tesseract software in source code form, (ii) license or other provision of any Tesseract software on a royalty-free basis, or (iii) grant of any patent license, non-assertion covenant or other rights under any intellectual property to modify, make derivative works based on, decompile, disassemble or reverse engineer any Tesseract's software.

(f) the Application does not violate applicable laws, regulations, policies, or generally accepted practices, codes or guidelines in relevant jurisdictions or include any pornographic, gambling, defamatory, hateful or offensive content (including but not limited to that which is based on race, religion, gender, caste or age), or any other illegal information.

(g) that the Application does not interfere with, interrupt, damage, destroy, or access computers, hardware, devices, servers, networks, databases, or any third party's products and/or services without authorization; or infringe upon the legal rights and interests (including but not limited to intellectual property rights, reputation, personality or image rights, and trade secrets) of any third party.

(h) in accepting the terms and conditions of this Agreement, the Developer shall not engage in any activity, conduct, or omission of fact that: (i) violates any applicable law; (ii) causes or induces Tesseract to violate any applicable law; or (iii) exposes Tesseract to penalties, liabilities, sanctions, or restrictions under any applicable law.

(i) it has complied with all applicable privacy laws and regulations in countries and regions worldwide in relation to developing and testing the Application

13. INDEMNITY

13.1.   The Developer shall fully indemnify, defend and hold harmless Tesseract and/or its affiliates and its directors, officers, employees, and agents against any and all claims incurred or sustained by any or all of them as a result of or in connection with any claim or action made or brought by any person arising from or related to (a) the representations and warranties under clause 12; (b) a claim alleging that the supply, use, disposal, importation or possession of any application, software, service or any part of them that infringes the rights (including, but not limited to, intellectual property rights) of any person; or (c) the negligence, fraud or intentional misconduct of Developer or its Affiliates.

14. LIMITATION OF LIABILITY

14.1.   In no event will Tesseract be liable to the Developer under this Agreement for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability. The limitations on and exclusions of liability for damages in this Agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

15. DISCLAIMERS

15.1.   Developer expressly acknowledges and agrees that Developer's use of Tesseract's Platform, Store or any of Tesseract's products or services, including, without limitation, by Developer's submission of Application to Tesseract for Evaluation and Developer's

creation of a Developer Account, is at Developer's own risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with Developer. To the maximum extent permitted by law, Tesseract's Platform, Store or any products and services are provided "AS IS", with all faults and without warranty of any kind. Developer hereby disclaims all warranties and conditions with respect to Tesseract's Platform, Store or any of Tesseract's products and services, whether express, implied or statutory or arising from a course of dealing including, without limitation, all express warranties, all implied warranties of merchantability, all implied warranties of fitness for a particular purpose (even if Tesseract has been made aware of such purpose), all implied warranties of title, and all warranties of non-interference, non-infringement and accuracy. Without limiting the foregoing, Tesseract does not warrant and specifically disclaims any warranties that the operation of the Tesseract's Platform, Store, products and services will be uninterrupted or error free, or that defects in the Tesseract's Platform, Store or any of Tesseract's products and services will be corrected.

16. BINDING AGREEMENT; ASSIGNMENT

16.1.   Subject to the provisions of this clause 16, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

16.2.   The Parties acknowledge and confirm that the obligations of the Developer hereunder are personal and shall not be assigned by it to any other person. However, Tesseract shall be entitled to transfer and/or assign any of its rights and obligations hereunder to any third parties without any requirement of the Developer's consent and the Developer hereby agrees to and accepts the same.

17.   ENTIRE AGREEMENT

17.1.   This Agreement contains the entire understanding of the Developer and Tesseract with respect to the engagement of the Developer by Tesseract and supersedes any and all prior understandings, written or oral, between the Developer and Tesseract. In the event of any conflict, unless otherwise provided, the terms of this Agreement shall prevail over the terms of any other engagement letter or discussion between Tesseract and the Developer.

17.2.   Tesseract may formulate rules and policies from time to time, in connection with any issues Tesseract may, in its sole discretion, deem fit, including without limitation, its business, services, developers, customers, privacy, or security. The Developer shall be bound by all such applicable rules and policies, in addition to the terms of this Agreement. Developer acknowledges and agrees that such rules and policies are subject to frequent updates and/or modifications from time to time and Developer will be solely responsible to check for and comply with all such updates and/or modifications.

18.   SEVERABILITY

18.1. If any provision of this Agreement is held by a court of competent jurisdiction or arbitration panel, as applicable, to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction, or arbitration panel, as applicable.

19. **GOVERNING LAW, DISPUTE RESOLUTION**

19.1. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India.

19.2. Any and all disputes, controversies or differences of opinion or questions arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction in Mumbai, India.

20. **NON – DISPARAGEMENT**

20.1. The Developer shall not, directly or indirectly, make any disparaging, denigrating, derogatory or other negative, misleading or false statement, orally or in writing to any person, including, without limitation, competitors of and advisors to Tesseract, about Tesseract. The Developer acknowledges and agrees that any written or oral contact and/or communication with clients of or advisors to Tesseract or any regulatory authority on behalf of Tesseract, shall be made by the Developer in good faith in accordance with the terms of this clause and in the best interest of Tesseract.

21. **MISCELLANEOUS**

21.1. Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given (i) when delivered if sent by hand delivery; or (ii) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service or (iii) upon transmission and electronic confirmation of receipt, if sent *via* facsimile or electronic mail. For the avoidance of doubt, it is clarified that all notices issued to the Developer under this clause 21.1 shall be sent to his/her E-mail address provided as on the Effective Date.

21.2. No delay or omission by Tesseract or the Developer in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Tesseract or the Developer on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

21.3. This Agreement may be modified or amended only by an instrument in writing executed by the Parties and approved in writing by a duly authorized officer of Tesseract, subject to prior approval of Tesseract as required.

21.4. The captions of the clauses of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this Agreement.

21.5. By entering into this Agreement, the Developer certifies and acknowledges that he/she has carefully read all of the provisions of this Agreement and the rules and policies of Tesseract for the time being in force, and that he/she voluntarily and knowingly enters into this Agreement.

21.6. The requirements and covenants of clauses hereunder which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the termination of the Developer's engagement with Tesseract.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date and year first above written.

SIGNED by and on behalf of   )
Tesseract Imaging Limited   )
)
)

Ishika Gupta
Developer Growth Lead

_____
Name & Title:

SIGNED by and on behalf of
Techno India NJR Udaipur   )
)

For Techno India NJR Institute of Technology

(Aaditya Maheshwari)
Head-Industry Projects

SCHEDULE -1

SOFTWARE PARAMETERS

1. **Software Name**: i3monuments

2. **Software General Description and Content Coverage**: This application INNOVATIVELY brings out the knowledge of INDIA's heritage THROUGH creative visual information and interactions. The system uses the emerging mixed reality technology. Our application will help students, archaeologists, historians, and research scholars & travel enthusiasts to aggregate the information regarding the cultural aspects of India. THE application Also enables the Visualization of the information collected by our team into the interactive environment by using mixed reality techniques. This application helps collect and present data to the audience by bringing the old art (like maps, paintings, carvings, and manuscripts) in digital format. Soon the application will also include other cultural heritage objects (i.e., photo of a historical building) and Visualization of content (i.e., 3D modelling of architectural elements). The application will also provide precise reproduction of the geometric and material properties of an object.

3. **The Delivery Date for the Software is** 25th June 2021.

4. **Software General Requirements**:

    This app is free-to-play and offers in-game purchases. It is optimized for smartphones, not tablets.
    - Compatible with Android devices that have 2GB RAM or more and have Android Version 6.0–10.0+ installed.
    - Compatibility is not guaranteed for devices without GPS/Sensors capabilities or devices that are connected only to Wi-Fi networks.
    - Applications may not run on certain devices even if they have compatible OS versions installed.
    - It is recommended to play while connected to a network in order to obtain accurate location information. Compatibility information may be changed at any time.
    - Best played with headphones
    - Data Connection Required (Mobile/WiFi)
    - Information current as of May 24, 2021.