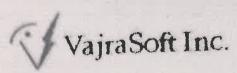
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and effective on 01/22/2019

BETWEEN



VAJRASOFT INC, A CALIFORNIA CORPORATION

Address: 7567 Amador Valley Blvd, Suite 207, Dublin, CA 94568, USA.

AND

Sanskrithi School of Engineering

Address: Behind Sri Sathya Sai Super specialty Hospital Beedupalli Road, Prasanthigram, Puttaparthi 515134, Andhra Pradesh, India



Principal

Sonskrithi School of Engineering
Beedupalli Road, Prasanthingram,
PUTTAPARTHI - 515 134.
Anantapuramu (Ot) A.P.

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1. PURPOSE

The purpose of this Memorandum of Understanding (the "MOU") is to build strategic alliance between Krithi School of Engineering (hereafter "Sanskrithi"), and VairaSoft, Inc., (hereafter "VSI") VajraSoft Inc. Innovation Partner to help Sanskrithi – its proposed Hardware Accelerator and Startup and learning for focused on IoT; Healthcare; AgTech; Robotics; Artificial Intelligence, Machine Learning and Learning and also provide Technology Intelligence for making right R&D investments and accelerating R&D innovations and other purposes mutually agreed upon.

A. Sanskrithl

Sanskrithi School of Engineering is providing Engineering, and other programs and contributing for rural Andhra Pradesh.

B. VajraSoft Inc. (VSI)

VSI brings its capacity to serve as a comprehensive overarching "Innovations Solution Provider"—Innovation Partner to help Sanskrithl establish Innovation center, create innovation life cycle management automation and impart best practices to accelerate innovations from lab to market, provide Mentoring services, show case Technology Landscape Intelligence with special emphasis on thrust sectors such as IoT; Healthcare; AgTech; Robotics; AI, ML and DI, innovations with a focus on Technology commercialization. VSI would also assess and validate ideas of early stage startups associated with Sanskrithi for IP Commercialization potential and create potential exit opportunities and licensing revenue streams.

C. Innov Accel Private Limited (Innov Accel)

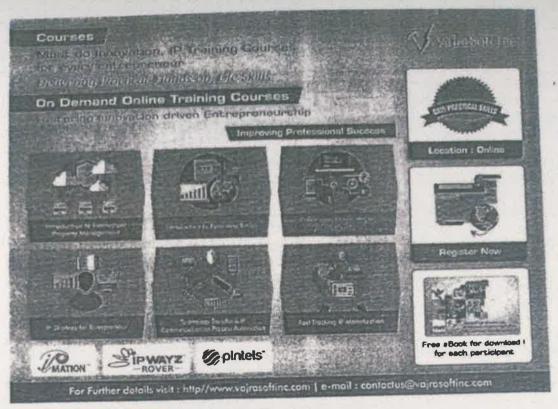
Innov Accel Private Limited is India subsidiary of VajraSoft Inc. USA. Innov Accel Pvt. Ltd. is transforming Indian Innovation landscape by leveraging Innovation Management, IP Management, IP Commercialization and Innovation Analytics Platforms and accelerating innovations from Lab to Market. Innov Accel is fostering Innovation Driven Entrepreneurship and redefining how Innovation becomes DNA for Entrepreneurship.

2. SCOPE

(a) Provide skill upgradation through offering of Training courses — Certificate Courses; Short Courses



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- (b) Collaborate and provide all Innovation, IP Management platforms
- (c) Establish a Technology Business Incubator / Startup Accelerator
- (d) Leverage IoT; Healthcare; AgTech; Robotics; AI, ML and DL Technology Innovations landscape
- (e) Gain insights into existing products and global market landscape
- (f) Advise, mentor startups from idea to Product to Market value chain
- (g) Leverage VStar Startup Accelerator program for the startups to accelerate startup
- (h) Create exit opportunities for startup
- (i) Provide Pintels Technology Landscape Intelligence Analytics for making R&D investment and stronger ROI; Provision of understanding of latest trends and opportunities and who is doing what and then position R&D investments for competitive advantage
- (j) Conduct periodic events, conferences and partner with the industry

3. Responsibilities of Parties

A. Sanskrithi.

> Provide access to the facilities, early stage startups, nurtured as part of Sanskrithi initiative

Sanskrithi School of Engineering Beedupalli Road, Prasanthingram, PUTTAPARTHI - 515 134.

Anantapuramu (Dt) A.P.



>> Provision access to startup ideas for idea capture, ideation and Innovation capacity building

B. VajraSoft Inc.

- > Provision Inventivex, Pintels Intelligence analytics for IoT; Healthcare; AgTech; Robotics; Artificial Intelligence (AI), Machine Learning (ML) and Deep Learning (DL) Innovations
- > Provision, IP deals negotiation, IP, Technology transfer and Licensing, Royalty Revenue Management, Conducting IP Audits
- > Provision insights into commercially viable innovation, IP Management
- >> Provision insights Into IoT; Healthcare; AgTech; Robotics; AI, ML and DL innovations landscape
- > Help identify emerging trends and opportunities in requisite technology sectors and industry verticals
- > Provision Six Must Do Courses for every Entrepreneur track to all Startups under the accelerator program.
- > Provision Training course offerings. Over 300 plus, course offerings exist.
- > Promote Innovation, IP activities and foster profitable growth

4. CONFIDENTIALITY

The Parties agree and acknowledge that any unpublicized knowledge known through the signing and implementation of this MOU, and the information exchanged pursuant to this MOU is confidential information, which shall not be disclosed to any third parties or used for other purpose that is irrelevant to this MOU without the prior written consent of the other party; any party who breaches the confidentiality obligations shall bear the corresponding legal responsibility. The obligation of confidentiality shall survive until 3 years after the date of disclosure. Termination of this MOU shall not relieve either party of any obligation with respect to confidential information disclosed under this MOU prior to such termination.

5. Signing & Effectiveness of MOU

This Memorandum of Understanding will come into effect on the day signed by both Parties. It will continue for a period of (60 months); thereafter this Memorandum of Understanding may be extended for a further period by agreement between both Parties.

Either Party may at any time terminate this Memorandum of Understanding by giving the other Party a written notice at least 3 months in advance. In the event of the expiration or termination of this Memorandum of Understanding, obligations and commitments already agreed upon shall be honored and continued by the Parties until full completion.

This Memorandum of Understanding may be amended and supplemented at any time as decided and agreed by both Parties.

6. Timeline & Action Steps:

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Upon signing of MOU following actions steps to be taken

Action Steps
Sanskrithi & VSI to:

- a) Provision IoT; Healthcare; AgTech; Robotics; Al, ML and DL Innovations Technology Innovations to markets
- b) Promote Innovations, focused R&D by understanding competitive landscape
- c) Improve the ROI of R&D
- d) Assist startups to accelerate innovations from lab to market
- 7. Jurisdiction: Each Party hereby Irrevocably submits to the exclusive Jurisdiction of the courts of the San Jose, state of California, USA.
- 8. Non Circumvention: The parties agree not to contact persons or entitles introduced by the other parties hereto without prior consent of the party who made the introduction Receiving Party hereby agrees that it shall not enter into any medical, clinicaltrial, therapeutic, scientific, research activities, interaction and/or business affiliation, alone or with any entity (including such entity's affiliates and related entities) introduced by Disclosing party without providing compensation to Disclosing party or vice versa to Receiving party in an amount to be mutually agreed upon. The spirit of mutual trust and confidence shall be the underlying principle of this undertaking and the parties agree to adhere thereto.

This Agreement is valid and binding on the successors-in-title and permitted assigns of the respective Parties.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

For, VajraSoft, Inc.

EW D

Kameshwar Eranki, Founder and CEO

Date: 22-January-2019

For, Sanskrithi School of Engineering.

WAY REDDY

Chairman

Puttaparthi, Andhra Pradesh, India

Date:



Sanskrithi School of Engineering
Beedupalli Road, Prasanthingram,
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