



सत्यमेव जयते

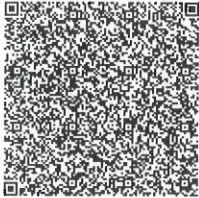
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

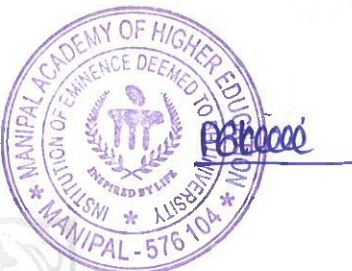
e-Stamp

Certificate No. : IN-KA23658824638053V
Certificate Issued Date : 25-Oct-2023 04:27 PM
Account Reference : NONACC (FI)/ kaksfcl08/ MANIPAL1/ KA-UD
Unique Doc. Reference : SUBIN-KAKAKSFCL0817746123609538V
Purchased by : MANIPAL ACADEMY OF HIGHER EDUCATION
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : MANIPAL ACADEMY OF HIGHER EDUCATION
Second Party : SPATIAL GUIDE PRIVATE LIMITED
Stamp Duty Paid By : MANIPAL ACADEMY OF HIGHER EDUCATION
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

This stamp paper forms an integral part of SERVICE AGREEMENT executed between MANIPAL ACADEMY OF HIGHER EDUCATION and SPATIAL GUIDE PRIVATE LIMITED.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SERVICE AGREEMENT

This **Service Agreement** (hereinafter referred to as "**Agreement**") is entered into on this 25th of October 2023, by and between:

Manipal Academy of Higher Education, a Deemed to be University under Section 3 of the UGC Act, 1956, with its registered office at manipal.edu Building, Madhav Nagar, Manipal – 576104, Karnataka, India, represented by its Registrar, Dr. P. Giridhar Kini, on behalf of its constituent unit, **Manipal Institute of Technology, Bengaluru** (hereinafter collectively referred to as "**MAHE**").

AND

Spatial Guide Private Limited, a company bearing CIN No. U72900TG2022PTC162146, headquartered at LIG 661, KPHB Colony, Kukatpally, Hyderabad – 500085, Telangana, represented by its Founder and CEO, Yagna Narayana Akuluri (hereinafter referred to as "**Customer**").

MAHE and **Customer** shall collectively be referred to as "**Parties**" and individually as "**Party**".

Whereas –

- A. MAHE, an Institute of Eminence and deemed-to-be-university, is a leading university with extensive technical and professional expertise and facilities to provide education, training and conduct research in various fields. MIT Bengaluru is a constituent unit of MAHE imparting quality engineering education to young professionals offering B.Tech. and Ph.D programs.
- B. Customer is Spatial Guide Private Limited, a startup incubated at IIIT Hyderabad which provides exclusive technical consulting and research services to its client.
- C. Customer wishes to engage the services of MAHE, for the purpose of carrying out a research consulting project in Computer Vision at Company titled, "Design and Development of Computer Vision Algorithms for Augmented Reality Instruction Manuals" (the "**Project**"), as per the terms and conditions mentioned hereinunder.

Now therefore, the Parties hereto agree as follows:

ARTICLE 1: Objective of the Agreement

Dr. Ujjwal Verma, Associate Professor and Head, Department of Electronics and Communication Eng., MIT Bengaluru shall be appointed as a Consultant under this Agreement, who will carry out the Project for Company (hereinafter referred to as "**Consultant**").

Consultant is expected to provide technical guidance and develop the algorithm of the resulting software in accordance with the requirements mentioned in this Agreement and mutually agreed by Consultant and Company over the period of this Agreement. Consultant shall study the relevant research works, and recent state-of-the-art methods to provide input to customer on the following



Ujj

YNA

objectives:

- De-clutter and remove background from a stream of monocular images of 3D objects to facilitate downstream tasks like NERF and mesh generation.
- De-clutter and remove background from images of 3D objects to facilitate downstream tasks like NERF and Mesh generation.
- Real-time Object segmentation using existing methods like SAM and researching upcoming methods.
- The algorithms developed should be able to perform reasonably well with a stable 30+ fps.
- Scope of services that Consultant provides to Customer can be updated via an addendum to this Agreement based on mutual consent of all Parties.

The terms of service involve providing a maximum of 2 (two) meetings a week, not exceeding a cumulative 4 (four) hours of online research / technical mentoring, calls to the research team from the Customer for a period of 52 (fifty-two) weeks.

ARTICLE 2: Execution of the Service

Consultant is expected to provide technical guidance to Customer in developing the algorithm and the resulting software in accordance with the requirements mentioned in Article 1 of this Agreement.

ARTICLE 3: Deadlines

Consultant undertakes to guide and assist in the development of the software as described in this Agreement and the Non-Disclosure and Collaboration Agreement dated 1st October 2022 between Spatial Guide Pvt Ltd and Manipal Academy of Higher Education.

This Agreement shall take effect from 1st July 2023 and shall be valid for a period of 2 years. This Agreement may be renewed for a similar term, or such other period as mutually agreed thereafter based on mutual consent by the Parties. Unless renewed in writing, this Agreement stands terminated automatically upon its expiry.

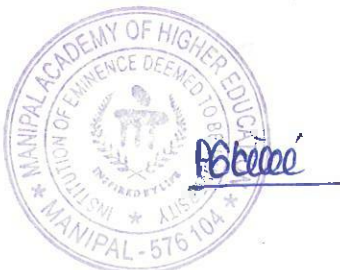
ARTICLE 4: Exclusion of Liability

In case of delay in the performance of this Agreement due to force majeure, Consultant will not be held liable, provided Consultant informs in due time about the inability of performing work due to situations beyond his control.

Any consequences due to any delayed and incomplete documentation or mis-information or any non-compliance by Customer excludes any responsibility of Consultant.

ARTICLE 5: Remuneration

In consideration of the Services to be rendered hereunder as per the terms and conditions of this Agreement, Company shall pay Consultant a Consultancy fee as specified in Annexure 1.



UJ

YA

ARTICLE 6: Obligations of Customer

Customer agrees to pay the remuneration to Consultant for the Services rendered in accordance with the terms and conditions stipulated in this Agreement. Customer undertakes to collaborate with Consultant for the said services. Customer undertakes to provide Consultant with any required document and information enabling him to develop the algorithm and the associated software in accordance with Customer's requirements.

ARTICLE 7: Obligations of Consultant

Consultant is required to guarantee the attainment of the result. He undertakes to deliver algorithm and the associated software in accordance with the clauses stipulated in this Agreement. In order to ensure optimal use of the software, Consultant undertakes to advise Customer in the computer field. Consultant is committed to the confidentiality of the information provided by Customer. Consultant shall indemnify, defend and hold harmless Customer pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

ARTICLE 8: Customer's Responsibility

In the absence of performance of the obligation of collaboration by Customer, Consultant will in no way be required to perform his own obligation and may engage Customer's contractual liability. Consultant may take legal action and expose Customer to the competent court. Customer shall indemnify, defend and hold harmless Consultant pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

ARTICLE 9: Responsibility of Consultant

In the absence of performance of its obligations, Consultant engages his contractual responsibility and exposes himself to litigation before the competent jurisdiction. Any communication to the Consultant can be sent at phone: +919741672469, Email: ujjwal.verma@manipal.edu.

ARTICLE 10: Validation tests

By regular validation tests performed weekly, the Parties verify the compliance of the developed methods and the associated code is in accordance with the Customer's requirements.

ARTICLE 11: Termination

Any failure by either Party to fulfill its obligations under Articles 6 and 7 above will, if it seems to the creditor of the obligation not fulfilled, automatically terminate this Agreement. The termination will be effective, 15 (fifteen) days after formal notice to execute by registered letter, with acknowledgment of receipt, remains without effect, without prejudice to any damages.

This Agreement may also be terminated by either Party with 1 (one) month's written notice to the



Ujjwal

YSA

other Party. In the event of Termination for any reason, Customer shall pay the remuneration due to Consultant for the services rendered till the date of termination.

ARTICLE 12: Intellectual Property

This Agreement will result in the transfer of ownership of the algorithm and associated software to Customer. Upon completion of the software, Consultant undertakes to transfer the intellectual property rights (exploitation, reproduction, representation, marketing and use rights). Even partial use of the software by Consultant is prohibited.

ARTICLE 13: Non-competition / Non-Solicitation

At the end of the present Agreement, whatever its reason, Consultant and the person in charge of the execution of the service are forbidden, during a definite period of 3 (three) years of completion / termination of contract, directly or indirectly, from dealing with customers of Company for whom they have previously been required to perform their services.

ARTICLE 14: Applicable Law and Jurisdiction

Any dispute that may arise between the Parties relating to this Agreement will be the exclusive jurisdiction of the court of Hyderabad, Telangana, India. Judicial intervention shall be approached only if the arising dispute or differences remains unresolved by amicable discussions and negotiations between the Parties.

The Parties agree that they shall use all reasonable efforts to discuss and resolve between themselves, any disputes arising out of or relating to this Agreement through negotiations and discussions. If such dispute cannot be resolved with 30 (thirty) days from the day the notice of the dispute was raised by either Party, the Parties shall proceed for Arbitration conducted in terms of the Arbitration and Conciliation Act 1996, as amended. The Arbitration proceedings shall be conducted at Hyderabad before a sole Arbitrator jointly appointed by both Parties. The decision of the Arbitrator shall be final and binding on both Parties.

This document is prepared in two original copies at Manipal on September 12, 2023.

[Rest of the page intentionally left blank. Signature page to follow after Annexure 1.]



UJ

YSA

ANNEXURE 1 – REMUNERATION

In consideration of the Services to be rendered by Consultant as per the terms and conditions of this Agreement, Company shall pay Consultant a Consultancy fee of INR 10,00,000/- (Rupees Ten Lakh only) per annum plus applicable taxes, disbursed per the below schedule.

Particulars	Due Date	Amount
Tranche 1	30 th September 2023	Rs. 2,50,000 + applicable taxes
Tranche 2	31 st December 2023	Rs. 2,50,000 + applicable taxes
Tranche 3	31 st March 2024	Rs. 2,50,000 + applicable taxes
Tranche 4	30 th June 2024	Rs. 2,50,000 + applicable taxes
Reimbursements	Within thirty (30) days from the date of presentation of documents with regard to the expenses incurred by the Institute for the purpose of this SOW.	At actuals + applicable taxes

Payment will be made by bank transfer to the account of MAHE. The Account Details are as follows:

Beneficiary Name & Address:	Manipal Academy of Higher Education
Bank Account Number:	007201000089
Name of Bank:	ICICI Bank
Branch Name & Address:	Kasturba Hospital Complex, Manipal 576104
IFSC Code of the branch:	ICIC0000072
MICR Code:	576229002
Account Type:	SB
SWIFT CODE:	ICICINBBCTS



[Rest of the page intentionally left blank. Signature page to follow.]

U/A

Y/A

In Witness Whereof, the Parties hereto have signed this Agreement as on the date mentioned hereinbefore.

Signed for and on behalf of:
Manipal Academy of Higher Education

Signed for and on behalf of:
Spatial Guide Private Limited



Authorized Signatory
Name: Dr. P. Giridhar Kini
Designation: Registrar, MAHE

Yagna Narayana Akuluri

Authorized Signatory
Name: Yagna Narayana Akuluri
Designation: Founder & CEO

Read and Understood by the Consultant:

11 / 07 / 2023

Name: Dr. Ujjwal Verma,
Designation: Associate Professor & Head,
Dept. of Electronics and Communication Eng., MIT Bengaluru