

**CONFIDENTIAL****MEMORANDUM OF UNDERSTANDING (MOU) FOR COLLABORATION ON ROAD ASSET, ROAD PAVEMENT CONDITION AND TOPOGRAPHICAL MAPPING BY USING MOBILE LIDAR**

This memorandum of understanding (hereinafter referred to as "MOU") is made on the \_\_\_\_\_ between:

1. **ROTER LEHMANNPARTNER INDIA PRIVATE LIMITED (Formerly known as Vectra Geospatial India Pvt. Ltd)** hereinafter referred to as (**RLP**): Regd Office: 4C – 1008/1010 ,1<sup>st</sup> Block, HRBR Layout, Horamavu Main Road, Banaswadi, Bangalore – 560043. A company based in Bangalore is part of a German global company with a research base in Germany, addresses the need for application of cutting-edge technologies for maintenance of high quality and rapid planning of transportation infrastructure projects. Using state-of-the-art technologies, **RLP** shall compile and evaluate all relevant information on what's on, below or beside road and rail corridors.

**AND**

2. **SenSen Networks Operations Pty Ltd (ABN 30 645 032 444)** of 5/270 City Road, South Melbourne, VIC 3205 Australia, hereinafter referred to as (**SenSen**), a company developing solutions to unsolved problems through the analysis and fusion of data from multiple sensors. Its vision is to positively transform people's lives through Sensor AI. SenSen's solutions are having transformational impact on multiple industries including City Councils, Casinos, Fuel Retailers and other Large-Scale Surveillance facilities like Airports, Corporates and Universities.

**RLP and Sensen are together called "Parties"**

**WHEREAS:**

**RLP and SenSen propose to enter an MOU for collaboration on road asset mapping, pavement condition mapping and topographical mapping using Mobile LiDAR System on the following terms and conditions.**

1. **RLP and SenSen** agree to combine their expertise and support each other to provide a complete solution to their customers in ANZ region.
2. RLP shall provide services for specific **Projects** that are related to its areas of competence. The parties agree to negotiate and settle the terms of a separate agreement in respect of the **Projects** executed by **SenSen**.
3. Whilst RLP and SenSen have acknowledged that this **MOU** is intended to set out the contractual terms governing specific contracts, it is expected to result in:
  - the sharing of relevant information on a confidential basis with the aim of identifying needs and capabilities of all parties.
  - the establishment of a working relationship between the parties which is targeted to the parties' specific needs; and

#### 4. Responsibilities:

- a. Scope of co-operation and role of the Parties are as indicated below:
  - I. RLP will support SenSen on pavement condition evaluation and monitoring projects by using the state-of-the-art lidar based system (IRIS)
  - II. RLP will be using its IRIS pavement monitoring system for various pavement projects awarded to SenSen in ANZ region.
- b. Mobilization of resources such as manpower, equipment and finance shall be discussed and decided for each project before commencement. Division of work including specific roles shall also be mutually agreed upon prior to work commencement.
- c. Upon the commencement of this MOU, the Parties shall start work immediately to prepare for and ensure success in the application for **Projects**.
- d. The parties shall be jointly and severally responsible for the successful completion of the **Projects** on their expertise. The parties shall complement each other in their respective scope of work.
- e. Each party shall bear the necessary costs towards its inputs for proposal and contract agreement as applicable.
- f. This **MOU** is intended to be legally binding and is prepared for outlining the desire of the parties to work together in the areas of cooperation and serves as a demonstration of good faith to one another.
- g. Each person signing this **MOU** represents and warrants their authority to sign this MOU on behalf of the party they represent and the capability, due authority and power of that party to enter into this MOU.
- h. Unless extended by written agreement of all parties, this **MOU** shall expire upon the earlier of (a) Three years from its execution or (b) the execution of definitive legal agreements between the parties (clause 5)
- i. The parties agree that information to be exchanged between the parties relating to the mutual negotiations on various aspects of the Consultancy Services (clause 6), and expertise of the parties shall be confidential and shall not be disclosed to any party outside this **MOU** without the permission of the disclosing party.

#### 5. Intellectual Property Rights

- a. This MOU will not affect respective IP rights of the Parties.

#### 6. Project Agreement

- a. The parties agree that the Project agreement will include provisions, amongst other things as follows:
  - i. Pooling of expertise  
The services shall be carried out in ANZ region, based on the combined expertise of the parties.

ii. Responsibility and support

The main responsibility of each party shall be in the area of its core competence. In addition, each respective party will provide the local support depending on the geographic location of **Project** area. The local support is to be decided mutually, agreed and complied.

iii. Warranties and liability

1. Each party shall be responsible for all warranties, covers for risk, insurance, professional liabilities, etc. related to their portion of services or products provided under the Project Agreement and they shall continue to be responsible for the same in the event of termination or cancellation of the Project agreement for the respective services or products that have been supplied through the Project Agreement to the clients.
2. Each party will fully indemnify the other against any claims, losses or expenses incurred by that party's inadequate service and/or failure of that party's products for whatever reason, over which the other party has no control.
3. Neither party shall be liable for any indirect, special, and consequential losses and each party's total liability whether in contract, tort or otherwise shall not exceed the value of its share.

iv. Force majeure

Neither party shall be liable to the other for failure to perform its obligations in the MOU to the extent that such failure to perform results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, acts of public enemy, terrorism, compliance with any new regulations, order, or requirement of any governmental body or agency.

- v. The parties acknowledge that for any MOU to be binding on them, it must be in writing and signed by a duly authorized representative from all parties.
- vi. An agreement for a particular **Project** must be negotiated and signed.

## 7. Agreement of operation

- Committed work from SenSen to RLP shall be **10000 (Ten Thousand) Kms per annum**
- RLP extends exclusivity to SenSen for pavement condition evaluation projects in all over ANZ region.

## 8. Non-Disclosure

It is expressly agreed between the parties that during the development of any software applications, all materials, technical know-how, specifications, documents which may come in the hands of either of the party, shall not be disclosed in any manner as per existing NDA signed by the parties.

## 9. Notices

Any notices to be given under this MOU shall be in writing and either personally delivered or mailed by first class registered mail to the other party at the address herein above or such other address as either party may, from time to time, designate by notice, given on the date of receipt or attempted receipt if acceptance of delivery is refused.

## 10. Dispute Resolution

Any dispute arising under, out of, or in connection with or in relation to this MOU or any breach thereof shall be determined and settled by arbitration and the venue of such arbitration shall be Bangalore jurisdiction, INDIA or the agreed venue as specified each contract.

## 11. Indicative price for pavement evaluation/monitoring projects

SI No	Length per work order	Rate per km for Data Capture	Remarks
1	300 km	USD 320	This rate includes mobilization, data collection and processing charges. SenSen will be arranging suitable vehicles locally, arranging the necessary mounting frames, mounting support and local support for driving, access, permissions etc
2	300 km to 5000km	USD 250	
3	5000 km to 10000 km	USD 200	
4	>5000 km	USD 160	

THE ABOVE RATES ARE INDICATIVE PRICE. Each case will be studied before providing a firm price. SenSen is requested to provide the scope, Project area and other project related information.

## 12. General Terms of Service

- Mobilization/Demobilization charges are included in the price quoted.
- Manpower charges including boarding, food & incidental expenses, DGPS team prices included in price quoted
- Duties / GST or as applicable will be charged extra as per Indian Government rules. Any Duties / Tax applicable in ANZ region shall be borne by SenSen.

## 13. Payment Terms

- 40% along with work order (Plus applicable taxes at the time of billing).
- 40% on completion of site work and delivery of raw data (Plus applicable taxes at the time of billing).
- 20% on submission of final results (Plus applicable taxes at the time of billing).

## 14. General

None of the provisions of this MOU shall be waived, changed or altered, except by an instrument in writing duly signed by all parties.

In witness whereof, the parties here to have entered into this MOU of the day, month and year first above written.

<p>For and on behalf of</p> <p><b>ROTER LEHMANNPARTNER INDIA PRIVATE LIMITED</b></p>   <p>Signature:</p> <p>Name: Sajid Mukhtar</p> <p>Title: Chairman</p> <p>Date:</p> <p>WITNESS</p>  <p>Signature:</p> <p>Name:</p>	<p>For and on behalf of</p> <p><b>SenSen Networks Operations Pty Ltd</b></p>   <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> <p>WITNESS</p>  <p>Signature:</p> <p>Name:</p>
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