

**Acknowledgement Slip**  
(Date: 24/11/2017)

Diary Number: <b>16550/2017-CO/L</b>	Form Received: <b>Online</b>
Copyright Reg. of: <b>Literary/ Dramatic</b>	Titled: <b>Cost and accomplishments controlling</b>

Communication Address				
Name	Address		Phone Number	
GLA University	17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh -281406		9958166931	
Financial Details				
Payment ID	Amount	Bank Name	Payment Mode	Payment Date
170038	500	HDFCPG	CC	24/11/2017

\* For future communication please mention this DIARY No.

INSTRUCTIONS	
For the purpose of processing the application, following documents are mandatory to send by post along with the acknowledgement slip(Office Copy).	
1.	2 Copies of work
2.	DD/IPO of Rs.(as applicable) per work favouring Registrar Copyright Office payable at New Delhi (Not applicable for online payment)
3.	Authorization from author/publisher
4.	If the work is being used on goods or capable of being used on the goods
5.	If the application is being field through attorney, a specific power of attorney in original duly signed by the applicant and accepted by the attorney
6.	Search Certificate from Trade Mark Office(TM-60) ( <i>Only in case of Artistic work</i> ).
7.	Applicant must take a print out of the application, sign it and send along with the other documents.
Kindly send the above documents within 30 Days from the date of online submission on the following address given by herewith: .	
<b>Office of the Registrar of Copyrights</b> Copyright Office, Department of Industrial Policy & Promotion Ministry of Commerce and Industry Boudhik Sampada Bhawan, Plot No. 32, Sector 14, Dwarka, New Delhi-110075 Email Address: copyright@nic.in Telephone No.: 011-25301202	

\*\*\*APPLICANT'S COPY\*\*\*  
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\*\*\*OFFICE COPY\*\*\*  
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# Technology Transfer Agreement

This Technology Transfer Agreement is made on 15<sup>th</sup> November'17 which shall also be the "effective date", between GLA University, an Indian National Organization with its main address located at: 17km Stone, NH-2, Mathura – Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh-281406 (the "Seller")

and ASSAR NETWORKS OPC PVT LTD (the "Purchaser"), a company of Indian nationality registered at the state of Uttar Pradesh with its office located at: F-217, Jalvayu Vihar, P-4, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh -201306 (the "Purchaser").

## Key Terms

### Description of Purchased Technology

Diary no- 16550/2017-CO/L

Title- "COST AND ACCOMPLISHMENTS CONTROLLING"

Purchase Price: INR 37,000.00

### Payment Obligations

**Purchase Price.** The Purchaser shall pay INR 37,000.00 to the GLA University

**Payment Net of Taxes.** All payments owed by the Purchaser are inclusive of taxes.

**Purchaser's Representations and Warranties.** The Purchaser represents and warrants to the Seller as follows, acknowledging that the Seller is relying on these representations and warranties:

**No Conflicts.** The Purchaser is under no restriction or obligation that may affect the performance of its obligations under this agreement.

### Seller's Representations



**Ownership of Purchased Technology.** The Seller is the sole and exclusive owner of the Purchased Technology, free and clear of all liens, charges, or other encumbrances.

**No Conflicts.** The Seller is under no restriction or obligation that may affect the performance of its obligations under this agreement.

**No Options.** The Seller states that no Person has any option, commitment, right to purchase any of the Purchased Technology.

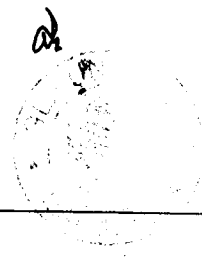
**Registrations All Current.** The Seller states that none of the registrations made in connection with any the intellectual property included in the Purchased Technology has lapsed, expired or been abandoned, surrendered, or cancelled, is subject to any injunction, judgment, order, consent, ruling, charge, or settlement agreement, or is subject to any pending or threatened oppositions, cancellations, interferences or other proceedings before any Governmental Authority.

**Filing Fees All Current.** The Seller states that all filing fees, maintenance fees, examination fees, taxes, proofs of use, and other administrative or regulatory requirements necessary or desirable to have been paid or filed in order to obtain or maintain any registrations made in connection with any the intellectual property included in the Purchased Technology have been paid or filed. There are no fees or taxes required to be paid, or actions required to be taken, within [90] days after the Closing Date.

**Unregistered Rights.** The Seller states that there is no fact or circumstance known to the Seller that would prevent its unregistered intellectual property rights in the Purchased Technology from being registered in any jurisdiction.

**Full Disclosure.** The Seller has disclosed to the Purchaser all information known to it and relating to any problem or issue that does or may reasonably be expected to adversely affect the operability, functionality, or fitness for the intended purpose..

**No Pending Proceedings.** The Seller states that there are no legal or regulatory proceedings pending or, to the Seller's knowledge, threatened by any Person relating to the Purchased Technology. To the Seller's knowledge, there are no grounds on which any such proceeding might be brought with any reasonable likelihood of success.



**No Failure to Disclose Information.** The Seller has not failed to disclose to the Purchaser any information that would be material to a purchaser of the Purchased Technology.

**Acknowledgements.** The parties acknowledge to each other as follows:

**Effect of Purchaser's Investigations.** No investigations made by or on behalf of the Purchaser will have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty of the Seller under this agreement.

**Transfer to Purchaser.** Upon Closing, the transfer of the Purchased Technology from the Seller to the Purchaser will be deemed to have been completed with effect as of the Closing Time.

**Conditions for Benefit of Purchaser.** The Purchaser's obligation to complete the purchase of the Purchased Technology is subject to the satisfaction or, in the Purchaser's discretion, waiver on or before the Closing of each of the following conditions:

**Truth of Representations and Warranties.** The Seller's representations and warranties will be true and correct as at the Closing Time.

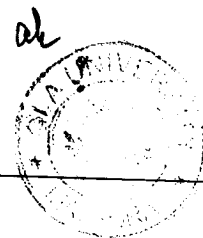
**Due Diligence.** The Purchaser will have completed its investigation of the Purchased Technology, which will not have disclosed any matter that the Purchaser considers to be [materially] adverse to its acquisition of the Purchased Technology or the Purchaser's decision to acquire it.

**Performance of Obligations.** The Seller will have performed [in all material respects,] all obligations that it must perform under this agreement at or before the Closing Time.

**Required Consents.** All Required Consents will have been obtained on terms acceptable to the Purchaser.

**No Proceedings.** No legal or regulatory proceeding will be pending or, to the Seller's knowledge, threatened that could have a [material] adverse effect on the Seller's title to the Purchased Technology, or enjoins, restricts, prohibits, or seeks a remedy that would have the effect of enjoining, restricting, or prohibiting the completion of the sale of the Purchased Technology.

**Conditions for Benefit of Seller.** The Seller's obligation to complete the sale of the Purchased Technology is subject to the satisfaction or, in the Seller's discretion, waiver on or before the Closing of each of the following conditions:



**Representations and Warranties.** The Purchaser's representations and warranties will be true and correct as at the Closing Time.

**Performance of Obligations.** The Purchaser will have performed [in all material respects,] all obligations that it must perform under this agreement at or before the Closing Time.

**Required Consents.** The Seller shall use reasonable efforts to obtain all Required Consents.

**Encumbrances.** The Seller shall not permit any encumbrances to attach to or affect any of the Purchased Technology.

**Compliance with Laws.** The Seller shall comply with all Laws affecting the Purchased Technology.

**Exclusive Dealings.** The Seller shall not, directly or indirectly, encourage, initiate, or engage in discussions or negotiations with, or provide any information to any third party concerning the sale of the Purchased Technology.

#### **General**

**Entire Agreement.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

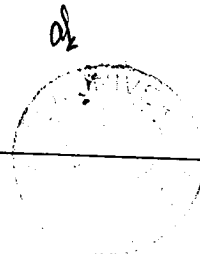
**Further Assurances.** Each party, upon receipt of Notice from the other party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this agreement.

**Amendment.** This agreement may only be amended by a written document signed by both parties.

**Binding Effect.** This agreement benefits and binds the parties and their respective heirs, successors, and permitted assigns.

**Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the prior written consent of the other party.

**No Partnership.** Nothing contained in this agreement creates a partnership, joint venture, principal-and-agent, or any similar relationship between the parties.



**Third Party Beneficiaries.** The Indemnification terms of this agreement confer rights and remedies upon the ASSAR NETWORKS OPC PVT LTD 's directors, officers, employees, shareholders, partners, agents or affiliates. No Person other than the parties themselves and those beneficiaries has any rights or remedies under this agreement.

**Payment of Expenses.** Each party is responsible for all costs (including legal fees) and other expenses that it incurs in connection with the negotiation and preparation of this agreement.

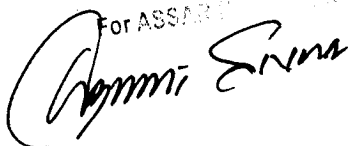
**Effectiveness of Agreement.** This agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

This agreement has been signed by the parties.

By: ASSAR NETWORKS OPC PVT LTD(Purchaser)

Date:

Signature:

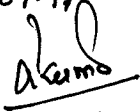
For ASSAR NETWORKS OPC PVT. LTD.  
  
Director

By: GLA University (Seller)

Date:

10.07.17

Signature:

  
(Dr. A.K. Gupta)

Director  
Institute of Applied Sciences  
& Humanities  
GLA University, Mathura (U.P.)