

11

**PILOT STUDY AGREEMENT**

THIS AGREEMENT is made on 07/06/17 (the "Effective Date")

**BETWEEN:**

- (1) OXSIGHT LTD, incorporated and registered in England and Wales with company number 10084672 whose registered office is at 92 Banbury Road, Oxford OX2 6JT ("Oxsight"); and
- (2) AMITY UNIVERSITY HARYANA, located at Amity Education Valley, Gurgaon (Manesar) – 122 413, Haryana, India (the "Low Vision Centre")

**BACKGROUND:**

- (A) Oxsight has developed electronic glasses with see-through displays ("Smart Glasses") developed to enhance vision for the visually impaired for activities of daily living based on research carried out at the University of Oxford.
- (B) Amity University Haryana wishes to carry out a controlled research study within its facility at its Low Vision Centre based at Amity Education Valley, Gurgaon (Manesar) – 122 413; Haryana, India to test the benefit of the Smart Glasses to volunteers participating in the research study. Oxsight is willing to provide the Smart Glasses for the to carry out the research study on the terms of this agreement and in consideration for the Low Vision Centre providing Oxsight with access to and rights to use all data on the Smart Glasses generated in the research study.

**AGREEMENT:**

**1. Interpretation**

1.1 In this Agreement the following expressions have the meanings set opposite:

<b>a Business Day</b>	Mondays to Fridays, excluding English bank holidays and the period between Christmas and New Year;
<b>the Data Results</b>	all data, information, results and other Intellectual Property Rights generated by the Low Vision-Centre in the Pilot Study, relating to the Participants use of and experience from using the Smart Glasses;
<b>Confidential Information</b>	information or data of a confidential nature, including (without limitation) any and all information which relates to any of the following: a party's customers, suppliers, technology and business activities (regardless of the form in which that information or data is stored or communicated). Oxsight's Confidential Information includes (without limitation): any

	and all information relating to any of the following: the Software, the Smart Glasses;
<b>Low Vision Centre's Personnel</b>	the employees and consultants of the Low Vision Centre from time to time involved in the Pilot Study;
<b>Intellectual Property Rights</b>	any patent, copyright, trade mark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract and exploit data, database right, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above;
<b>the Location</b>	the premises of the Low Vision Centre at Amity Education Valley, Gurgaon (Manesar) – 122 413, Haryana, India within which the Pilot Study will be conducted;
<b>a Participant</b>	any individual invited by the Low Vision Centre to take part in the Pilot Study and allowed by the Low Vision Centre to have access to use the Smart Glasses in a controlled environment;
<b>the Pilot Study</b>	the pilot study for Participants use of the Smart Glasses by the Low Vision Centre for the period of 12 months;
<b>the Smart Glasses</b>	the electronic glasses with or without a depth camera and near-to-eye display to provide improved situational awareness of immediate environment; and
<b>the Software</b>	the software integrated into the Smart Glasses for with or without depth based brightness, edge enhancements, capabilities such as text, face and object recognition, image stabilisation for visual impairment and cartoonisation enhancements for visual impairment - copyright © OxSight Limited.

1.2 Any reference in this Agreement to a statute or regulation is to be construed as a reference to that statute or regulation as amended or re-enacted from time to time.

*[Handwritten signature]*

*[Handwritten signature]*  
28/07/17

*[Handwritten initials]*

- 1.3 Unless the context otherwise requires, in this Agreement, words in the singular include the plural and words in the plural include the singular.
- 1.4 Any words in this Agreement following the expressions including, include, in particular, or any similar expression, are merely illustrative and do not limit the sense of the words, description, definition, phrase or expression preceding those expressions.
- 1.5 In this Agreement a person includes a natural person, a corporate or unincorporated body (whether or not it has a separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 The headings in this Agreement are for ease of reference only; they do not affect their interpretation or construction and references to clauses are to the clauses of this Agreement.
- 1.7 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version will prevail.

## 2. Use of the Smart Glasses

- 2.1 Ox sight grants to the Low Vision Centre a non-exclusive, non-transferable, royalty free, licence to provide Participants with supervised use of the Smart Glasses at the Location during the Pilot Study provided that:
- 2.1.1 the licence granted to the Low Vision Centre is limited to use of the Smart Glasses by Participants as part of the Pilot Study within the Location under the supervision of Low Vision Centre Personnel;
- 2.1.2 the Low Vision Centre may not distribute the Smart Glasses or Software to any third party, or sub-licence, sell, rent, lease, transfer, assign, distribute, display, disclose, exploit or share its use with any third party (whether on a commercial basis, free of charge or otherwise),
- 2.1.3 except to the extent permitted by any applicable law which the parties cannot exclude by agreement, the Low Vision Centre will not modify, adapt, reverse engineer, decompile, disassemble or reverse engineer the whole or any part of the Smart Glasses or the Software for any purpose;
- 2.1.4 the Low Vision Centre may not use the Smart Glasses or the Software to create, promote or supply a product or service to any third party; and
- 2.1.5 no licence under or rights of ownership or title in any Intellectual Property Rights owned or controlled by Ox sight is granted or implied by this Agreement other than the right for the Low Vision Centre to use the Smart Glasses in accordance with this Agreement during the Pilot.
- 2.2 The Low Vision Centre agrees in relation to use of the Smart Glasses in the Pilot Study that:

- 2.2.1 it will use all reasonable endeavours to prevent any unauthorised access to, or use of the Smart Glasses and will notify OxSight immediately if it becomes aware of any such unauthorised access;
- 2.2.2 it will comply with, and ensure that all Low Vision Centre Personnel and all Participants comply with, any rules, regulations, standards, protocols and procedures issued by OxSight to the Low Vision Centre from time to time in connection with the use of the Smart Glasses and in particular ;
- 2.2.3 it will ensure that the recruitment and consent of Participants involved in the Pilot Study and use by the Participants of the Smart Glasses complies with all laws and regulatory requirements and the rules, regulations and standards imposed by any competent body which apply to such activities;
- 2.2.4 it will ensure that the processing of any Personal Data (as defined in the Data Protection Act 1998 and the Privacy and the Electronic Communications (EC Directive) Regulations 2003 and any act or regulation replacing either or both of the above) as part of the Pilot Study is carried out in accordance with the Data Protection Act 1998 or all laws and regulatory requirements and the rules, regulations and standards imposed by any competent body which apply to the Low Vision Centre or the jurisdiction in which the Pilot Study takes place;
- 2.2.5 it will ensure that Low Vision Centre Personnel and Participants do not tamper with or remove any intellectual property or other proprietary notice or any disclaimer that appears on or in any part of the Smart Glasses;
- 2.2.6 it will use all template reports provided by OxSight for completion by Participants during the Pilot Study;
- 2.2.7 it will liable for the acts and omissions of Low Vision Centre Personnel administering the Pilot Study and of each Participant, as though those acts and omissions were those of the Low Vision Centre;
- 2.2.8 it will only conduct trials using OxSight smart glasses and will not conduct studies using similar or competitive technologies without OxSight's approval.

### 3. Provision of the Smart Glasses

- 3.1 OxSight will deliver or arrange for delivery to the Location of two pairs of Smart Glasses to the Location. Risk of loss or damage or wrong delivery will pass to the Low Vision Centre when the Smart Glasses are delivered to the Location.
- 3.2 The Low Vision Centre acknowledges that it has no more than the limited right to have temporary possession of and use the Smart Glasses in accordance with these terms and that you do not acquire any rights of ownership or title in or over the Smart Glasses or any licence under intellectual property rights owned by or licensed to OxSight.
- 3.3 Property in the Smart Glasses will remain with OxSight during the term of the Agreement. The Low Vision Centre will maintain the Smart Glasses so that they are easily identifiable as OxSight's property and will not remove, deface, or obscure any ownership labels. The Low Vision Centre will not remove the Smart Glasses from the Location without written permission from OxSight to do so.

- 3.4 The Low Vision Centre will be responsible for any loss of or damage to the Smart Glasses that occurs while the Smart Glasses are at the Location. The Low Vision Centre agrees to return the Smart Glasses to OxSight in good condition. The Low Vision Centre will indemnify OxSight against any loss or damage incurred as a result of loss, abuse, misuse or damage to the Smart Glasses. The Low Vision Centre will pay to OxSight the full replacement cost of any Smart Glasses that the Low Vision Centre is for any reason unable to return to OxSight on termination of the Agreement.

#### 4 Support

- 4.1 OxSight will provide support and maintenance services to the Low Vision Centre during 9 am to 5 pm London time on a Business Day that will include telephone and email helpdesk support on the routine use and operation of the Smart Glasses.

#### 5 Pilot Study Data Results

- 5.1 The Low Vision Centre now assigns to OxSight, with full title guarantee and for the whole period during which those rights may subsist all Intellectual Property Rights in the Data Results provided that OxSight grants the Low Vision Centre a limited non-exclusive, royalty free licence to use the Data Results for the Pilot Study.
- 5.2 The Low Vision Centre will keep confidential, and not use for any purpose except for the Pilot Study any confidential information relating to the Smart Glasses, including any technical information provided by OxSight relating research, development and testing procedures and any test results or data obtained by OxSight in testing the Smart Glasses unless such information has been specifically approved for release in writing by an authorised representative of OxSight. The Low Vision Centre will return all copies of any such data, software, documentation and materials to OxSight on request and, in any case, on the completion of the Pilot Study or earlier termination of this Agreement
- 5.3 The Low Vision Centre will provide OxSight with a report on a monthly basis during the Pilot Study and a final report, within 10 Business Days of completion of the Pilot Study in the pre agreed format as supplied by OxSight summarising the Participants' experience of using the Smart Glasses and including:
- 5.3.1 suggestions for improvements and identifying required bug fixes or use issues;
  - 5.3.2 a copy of all of the Data Results with all Participant data anonymised.
- 5.4 The Low Vision Centre will not (and shall procure that the Low Vision Centre Personnel shall not) disclose to OxSight information concerning the Participants except in anonymised or pseudo-anonymised form.

#### 6 Confidentiality

- 6.1 OxSight and the Low Vision Centre each agree to keep the other's Confidential Information confidential and, except as permitted elsewhere in this Agreement, not disclose that information to any other person, or use it for any purpose except the exercise of its rights, or the performance of its obligations, under this Agreement.

6.2 Nothing in Clause 6.1:

- 6.2.1 will prevent either party from disclosing or retaining any of the other's Confidential Information in order to comply with the law or any regulation, or the order of any court or of any competent authority; or
- 6.2.2 applies to any of the other's information which is or comes into the public domain through no breach of Clause 6.1, or which is trivial or obvious, or which by its nature cannot be confidential.

## 7 Term and Termination

- 7.1 This Agreement will take effect on the Effective Date and will continue in force for the duration of the Pilot Study.
- 7.2 Either party may by written notice terminate this Agreement immediately on giving written notice to the other if the other commits a material or persistent breach of this Agreement, and the breach is not remedied (where remediable) within the period allowed by notice given by the other party in writing calling on the party in breach to effect such remedy (such period being not less than fifteen (15) Business Days).
- 7.3 On termination or expiry of this Agreement, for whatever reason all rights granted to the Low Vision Centre to us the Smart Glasses will terminate and Ox sight may repossess the Smart Glasses and may require the Low Vision Centre to deliver up the Smart Glasses. If the Low Vision Centre fails to do so, Ox sight may enter the Location or any other premises of the Low Vision Centre to repossess them and the Low Vision Centre agrees to indemnify Ox sight for all costs and expenses incurred by Ox sight in recovering the the Smart Glasses and enforcing its rights.
- 7.4 Clauses 1, 3.4, 5, 6, 7.3, 7.4, 8, 9 and 10 will survive the expiry or termination of this Agreement.

## 8 Warranties and Liability

- 8.1 The Smart Glasses are provided solely for use in the Pilot Study and are provided to the Low Vision Centre on an "as is" basis and to the fullest extent permissible by law, Ox sight does not make or give any warranties, representations or conditions of any kind and in particular that the use of the Smart Glasses will be error-free; nor that every defect, error or deficiency in the Software can be rectified.
- 8.2 Ox sight will not be liable for any problem with or any delay or interruption in use of the Smart Glasses.
- 8.3 The Low Vision Centre acknowledges that the benefits of using the Smart Glasses are dependent on the Low Vision Centre exercising proper skill, care and judgement in supervision of Participants in the Pilot Study.
- 8.4 Ox sight will not be liable under any other provision of this Agreement to the extent that any loss or damage is caused by:
  - 8.4.1 the use of the Smart Glasses by the Low Vision Centre or any Participant being contrary to Ox sight's instructions or the terms of this Agreement;

- 8.4.2 any delay or failure on the part of the Low Vision Centre or any Participant in providing any information or data to Ox sight or to notify Ox sight of any actual or suspected defect or of any failure of, or fault, error or bug in, any equipment, software that forms part of the Smart Glasses; or any other act or omission on the part of the Low Vision Centre or any Participant; or
- 8.4.3 the modification or alteration of the Smart Glasses by anyone except Ox sight.
- 8.5 Subject to clause 8.6, Ox sight will not be liable to the Low Vision Centre for any loss of profit, loss of revenue, loss of data, loss of opportunity, loss of business and loss of goodwill (in each case whether direct or indirect) or for any indirect or consequential loss, which arise out of or in connection with use of the Smart Glasses or in any other way out of this Agreement (whether caused by the negligence of Ox sight, its servants, agents sub-contractors or otherwise).
- 8.6 Nothing in this Agreement limits Ox sight's liability for fraud, or death, or personal injury arising as a result of Ox sight's negligence or any other liability which may not, by law, be excluded.

**9 Anti-Bribery**

**9.1 Each Party will:**

- 9.1.1 comply with, and will ensure that its employees and officers comply with, all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption (including the Bribery Act 2010) and will do nothing, and will ensure that its employees, officers and associates (as defined in the Bribery Act 2010) do nothing, which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if it were carried out in the UK, or which might incur any liability for the other Party under the Bribery Act 2010; .
- 9.1.2 have and comply with, its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clause 9.1.1, and will ensure that its employees, officers and associates (as defined in the Bribery Act 2010) comply with those policies and procedures; and
- 9.1.3 immediately report to the other party any request or demand for any undue financial or other advantage of any kind received by that party or by any of its employees, officers and associates (as defined in the Bribery Act 2010) in connection with this Agreement.
- 9.2 The breach of any provision of this Clause 9 by a party will be a material breach, incapable of remedy, entitling the other party to terminate this Agreement under Clause 7.2 with immediate effect.

**10 General**

- 10.1 **Severability** – If any provision of this Agreement is or becomes illegal or unenforceable, the other provisions of this Agreement, and the remainder of the provision in question, will continue in full force and effect.

- 10.2 **Notices** - All notices given under this Agreement must be in writing and sent to the address of the recipient set out in this clause or to any other address which the intended recipient may designate from time to time by notice given in accordance with this clause. Any such notice may be delivered personally, or sent by airmail post, or by email, and will be deemed to have been served, respectively, on delivery, 3 days after posting or the next Business Day after sending by email or, if sent before 16.00 (sender's local time) on the Business Day it was sent.

The parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

Name:	Dr Rakesh Roshan
Address:	Oxsight Limited 92 Banbury Road, Oxford OX2 6JT
Telephone:	+44 (0) 1865 556425, and +44 (0)1865636235
E-mail:	info@oxsight.co.uk
Name:	Dr Aseem Chauhan (Chancellor)
Address:	Amity University Haryana Amity Education Valley Gurgaon (Manesar) - 122 413 Haryana, India
Telephone:	+91 (0) 124 2337015 and +91 (0) 124 2337016
E-mail:	aseemchauhan@amity.edu and mchaudhry@ggn.amity.edu

- 10.3 **No Partnership or Agency** - The Low Vision Centre is an independent party and nothing in this Agreement renders the Low Vision Centre or any of the Low Vision Centre's Personnel an agent or partner of, or joint venturer with, Oxsight and the Low Vision Centre and the Low Vision Centre's Personnel will not hold themselves out as such. Neither the Low Vision Centre nor any of the Low Vision Centre's Personnel have any right or power to bind Oxsight to any obligation, or to incur any liability on their behalf.
- 10.4 **Assignment** -The Low Vision Centre may not assign its rights or obligations under this Agreement without first obtaining Oxsight's written consent.
- 10.5 **Amendment** - No addition or amendment to this Agreement will be binding or effective unless made in writing and signed by the duly authorised signatory of the Low Vision Centre and Oxsight.
- 10.6 **Law and Jurisdiction** - This Agreement is governed by and is to be construed in accordance with the laws of England. The parties agree to submit to the jurisdiction of the English courts.



Signed for and on behalf of OxSight Ltd by its duly authorised representative:-

Signature *Rakesh Roshan*  
Full Name: RAKESH ROSHAN  
Title: CEO  
Date: 18 May 2017

Signed for and on behalf of AMITY UNIVERSITY HARYANA by its duly authorised representative:-

Signature *S. Sengupta*  
Full Name: S. SENGUPTA  
Title: REGISTRAR  
Date: 25-05-2017

Registrar  
Amity University Haryana  
Manesar, Gurgaon-122413

*[Handwritten signature]*  
25/05/17