

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into this 19 day of September, 2017, by and between People for the Ethical Treatment of Animals India (“PETA”), of PO Box 28260, Juhu, Mumbai, India 400 049, and Health Education Bureau of 55/20, Rajat Path, Mansarovar, Jaipur, Rajasthan (India) PIN-302020 (“HEB”) (collectively the “Parties” or singularly the “Party”).

WHEREAS, PETA is an animal protection organization working to end the use of animals in dissection and experimentation;

WHEREAS, HEB is a company which offers Digi Frog virtual dissection software (“Digi Frog Software”) subscriptions that enable institutions (i.e. schools and universities) to teach anatomy without using animals; and,

WHEREAS, the Parties wish to collaborate to provide institutions with free or reduced cost Digi Frog Software (“Collaboration”);

NOW, THEREFORE, in exchange for the mutual covenants contained in this MOU, together with additional consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties understand and agree as follows:

1. **Term**: The term of this MOU shall commence on 19 September 2017 and shall continue in effect through and including 19 September 2019 unless terminated earlier in accordance with paragraph 9 (“Term”). The Parties may extend the term of the MOU by mutual agreement in writing.
2. **Subscriptions and Collaboration**: HEB agrees to provide free one-year multi-user- IP based or a 5 KM geo indexed periphery Digi Frog Software subscriptions to the first 20 institutions recommended by PETA to HEB (“Free Subscriptions”). Institutions receiving the Free Subscriptions can select six animal models on the Digi Frog Software. HEB agrees to provide all other institutions recommended by PETA to HEB a 50% discount on all one-year and three-year multi-user Digi Frog Software subscriptions (“Discounted Subscriptions”). The Discounted Subscriptions will provide institutions with access to all animal models currently available on the Digi Frog Software. PETA agrees to subsidize the Discounted Subscriptions by paying HEB 1,500 Rupees for one-year subscriptions and 4,000 Rupees for three-year subscriptions during the Term. HEB will also approach institutions about the Digi Frog Software subscriptions and will forward the names of interested institutions to PETA for possible recommendation to HEB for Free or Discounted subscriptions.
3. **Purchase Orders**: To order a Free or Discounted Subscription for an institution, PETA or the institution must submit a purchase order containing the institution’s name and contact by email to [support@heb-nic.in](mailto:support@heb-nic.in). HEB will process purchase orders within 7 business days of receipt of a purchase order.

4. Support: HEB will provide technical support to institutions that enroll in a Free or Discounted Subscription. Institutions requiring support can email HEB at [support@heb-nic.in](mailto:support@heb-nic.in) for assistance.
5. Promotion: PETA may promote its Collaboration with HEB by drafting a blog and press release. The nature and extent of PETA's promotion of the Collaboration shall be in PETA's sole discretion.
6. Indemnification: The Parties shall comply with all laws relevant to this MOU and each Party assumes no liability to the other Party or to third parties with respect to the other Party's actions or omissions in connection with the MOU. Each party ("Indemnifying Party") agrees to indemnify and save the other party ("Indemnified Party"), its affiliates and their respective officers, directors, employees and agents harmless from any and all, damages, liabilities and costs (including reasonable attorneys' fees) arising from the actions or omissions of the Indemnifying Party or its agents in connection with this MOU. HEB represents and warrants that Digi Frog Software is free from substantive defects in workmanship in materials and is suitable for its intended purpose. HEB understands that PETA assumes no liability to HEB or to the institutions or other third parties with respect to the Digi Frog Software and its use, and HEB agrees to handle all issues arising from uses of the Digi Frog Software by the institutions and other third parties in accordance with its license agreements with those institutions and third parties. For clarity, HEB shall indemnify and save PETA and its affiliates and their respective officers, directors, employees, and agents harmless from any and all damages, liabilities, and costs (including reasonable attorneys' fees) arising from the use of the Digi Frog Software by the institutions and other third parties. The terms in this paragraph shall survive the termination of this Agreement.
7. Entire Agreement: This MOU represents the entire agreement and understanding of the Parties and supersedes any and all prior negotiations, agreements and understandings. This MOU may not be modified in any manner other than by written agreement signed by the Party against whom the enforcement of the modification is sought.
8. Severability: If any provision of this MOU is held to be unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall remain in full force and affect, and to this end, the provisions of this MOU are declared to be severable.
9. Termination: In the event of a material breach of the terms of this MOU, the non-breaching party may terminate this MOU upon 30 days' prior written notice to the breaching Party.
10. Authority to Sign: Each individual signing below for the respective Parties represents and warrants that s/he is duly authorized to sign on behalf of and bind his/her Party to the terms of this MOU.
11. Counterparts: This MOU may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument.

Facsimile signatures shall be binding on the Parties and have the same effect as original signatures.

12. Jurisdiction: This Agreement is subject to the laws of India and the parties hereby submit to the exclusive jurisdiction of the courts in Mumbai, India.

IN WITNESS THEREOF, this MOU is executed by and on behalf of the Parties on the dates indicated.

**PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS INDIA**

DocuSigned by:  
*Dr. Manilal Valliyate*  
6AB0204607E4421

Printed Name: Dr. Manilal valliyate  
Title: Chief Executive Officer

9/19/2017  
Date: \_\_\_\_\_

**HEALTH EDUCATION BUREAU**



Printed Name: \_\_\_\_\_  
Title: Director, Support & Sales Division

Date: 9/19/2017