

Memorandum of Understanding between Siemens Uruguay S.A., Siemens Switzerland Ltd. and Universidad Tecnológica del Uruguay

The following agreement has been reached by **Universidad Tecnológica del Uruguay** represented by its provisional Board of Directors, Rodolfo Silveira, Graciela Do Mato and Pablo Chilibroste, domiciled in Av. Italia 2601, Parque Tecnológico LATU, Edificio Los Talas, Montevideo, Uruguay (hereinafter referred to as "**UTECH**"), Siemens Uruguay S.A. represented by Javier Pastorino and Paula Andrea Elías, domiciled in Ciudad de Guayaquil 1306, Montevideo, Uruguay (hereinafter referred to as "**Siemens UY**"), and Siemens Switzerland Ltd. (Building Products) represented by Mariana Porley Cavallero and Christian Spengler, domiciled in Theilerstrasse 1a, Zug, Switzerland (hereinafter referred to as "**Siemens BP HQ**").

The parties, with the representation they hold, recognize their legal capacity to intervene in this act and to sign the present agreement (hereinafter the "Agreement").

PREAMBLE

- First:** Siemens has been present in Uruguay for more than 100 years. Siemens BP HQ, as part of its corporate and sustainability strategy known as "Vision 2020+" promotes education models based on science, technology, engineering and mathematics (STEM), working hard to extend educational opportunities to more people and to improve research especially in said fields.
- Second:** UTECH has as an essential object to impart teaching and the promotion of scientific and technical research, within its territorial framework of action.
- Third:** Siemens -through its affiliates Siemens UY and Siemens BP HQ- and UTECH, wish to establish a framework of mutual collaboration, whose objectives allow the development of joint activities and benefit the community in which they are inserted and to which they provide services.
- Fourth:** Siemens BP HQ recognizes the essential role of corporate citizenship in Siemens' voluntary commitment in society with the aim to advance societies by making its technology and knowledge accessible to more people around the world. This is an essential part of Siemens BP sustainability strategy. Making education accessible to all people is crucial to our future – and that of Siemens. It is in the aim of Siemens BP therefore to collaborate, support and work with educational institutions globally participating with online talks and lessons in the context of corporate online volunteering.

In accordance with that, the Agreement is signed, which intends to establish a global framework of relationship and action for the parties, and which will be governed by the following clauses.

CLAUSES

First: UTEC, Siemens UY and Siemens BT HQ intend to collaborate both in the field of technological relations, and in the support of academic, teaching and research activities, since they understand that it is of mutual interest and in order to offer a better service to the students of the referred university and the society in Uruguay.

Second: Through the Agreement, the parties shall mutually agree on the activities they will carry out together, including talks, workshops, joint laboratories, internships, and others that might be understood as relevant. Annex 1 contains a list of topics which Siemens UY and Siemens BP HQ wish to offer to UTEC within the framework of collaboration. Annex 1 can be amended unilaterally by Siemens UY and Siemens BP HQ. Amendments must be communicated to UTEC. Any activities agreed upon by the parties shall be subject to a separate binding and written agreement, including but not limited to the corresponding licensing terms, as provided by corresponding legal entity of the Siemens group and as amended from time to time.

Third: The UTEC is committed to organizing and coordinating, to the best of its possibilities, all activities jointly agreed upon by the parties, so that they can run adequately and catered to the needs of its constituency.

Fourth: The parties will safeguard the confidentiality of the knowledge, negotiations and information that reciprocally are revealed and made known - whether they are owned by both companies or by third-party clients- whatever the means through which they are obtained. The parties are obliged, mutually and reciprocally, to treat all the information handled, as well as all other information that mutually facilitate or that they had known in virtue of this contractual link- during the validity of the Agreement and, after its extinction, in the strictest confidentiality.

Fifth: Each party shall retain the sole ownership of the intellectual property rights over the materials, information and technology supplied by that party in the context of this Agreement. The items so provided shall be used only for the

purpose for which they are provided but not otherwise and they together with all copies made therefrom shall remain the property of the party supplying the same and shall be returned to that party immediately upon the termination of this Agreement. Intellectual property is defined as copyright, patents, utility models, trademark, design, database right, topography right, trade, business or company names, trade secrets or other propriety rights or any other rights including the registration of such rights and, including any rights or confidential information, trade secrets, know-how, innovation or data.

Sixth: It is forbidden to the parties the total or partial transfer of this Agreement or of the rights and duties deriving therefrom, as well as their contribution in partnership or any other form of disposition in any way, in favour of third parties.

Seventh: The interpretation, monitoring and control of this agreement, as well as proposing the plans and projects that are considered important, both for the affected groups and for the intensification of relations between the signatory parties, will be carried out by a mixed commission that will be formed by two representatives of UTEC, formally appointed by its institutions or directors, and by two Siemens representatives (whose appointment shall be duly informed by Siemens BP HQ and Siemens UY to UTEC), which will meet a minimum of twice a year in order to carry out the activities described in Clauses First and Second, and assess the development of the Agreement.

Eighth: The parties recognize as fully valid and effective communications, notices or notifications that are made within the framework of this Agreement by letter with a copy duly signed by the recipient as a sign of receipt, telegram with copy and proof of receipt, notarial deed, judicial or electronic communication to the e-mail addresses that are indicated next with the acknowledgment of receipt of the addressee.

Ninth: In case any provision of the Agreement shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but the Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

Tenth: This Agreement shall not be deemed as the incorporation of a company, joint venture or contracting for any purposes.

Eleventh: The determinations set forth in this Agreement shall be executed, at Siemens' option, either by Siemens BP HQ, Siemens UY, or its subsidiaries or affiliates.

Twelfth: Nothing in Clauses First, Second and Third of this Agreement shall be interpreted as the undertaking of any kind of obligation by the parties (or their designated companies, departments, ministries, dependent organisms and/or subsidiaries) except if agreed in a separate binding and written agreement, including but not limited to the corresponding licensing terms, as provided by the corresponding legal entity of the Siemens group and as amended from time to time. In that regard, Clauses First, Second and Third of this Agreement constitute and shall only be construed as a declaration of intention by both parties to carry out any actions of cooperation within the field specified herein.

Thirteenth: In the event the activities mentioned in Clauses First, Second and Third are not implemented nor performed in the form or terms agreed herein, or in the event no further separate binding and written agreement is concluded neither of the parties shall have ground for any claim under any theory of law (including without limitation, claims for damages and cost reimbursement, payment of professional fees, direct or indirect expenses, all of the concepts without any limitation regarding their amount) against the other, therefore waving any right to commence any legal action that may eventually be entitled in relation to this Agreement.

Fourteenth: Neither party shall issue any press releases or make any public statements with respect to this Agreement or to the discussions or negotiations between the parties without the prior written consent of the other parties.

Fifteenth: Notwithstanding the dispositions established in Clauses Twelfth and Thirteenth, any activities and/or developments arising out of, or in connection with this Agreement shall solely be implemented by UTEC with educational purposes.

Sixteenth: The parties agree to use good faith efforts to resolve amicably among themselves any dispute arising out of or relating to the Agreement.

Seventeenth: This Agreement shall continue in force and effect until December 31st, 2021.

Eighteenth: The Agreement shall be governed by and construed under the laws of Uruguay.

For proof and proof of compliance, the parties sign this agreement in triplicate and for a single purpose, at the place or places and date or dates of the signature blocks below.

Dr. Pablo Chilibroste	Lic. Graciela Do Mato <i>Graciela Do Mato</i>	Dr. Rodolfo Silveira
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
UTECE	UTECE	UTECE
[Place]	[Place]	[Place]
[Date]	[Date]	[Date]

Mariana Porley Cavallero	Christian Spengler	Javier Pastorino	Paula Andrea Elías
Siemens Switzerland Ltd	Siemens Switzerland Ltd	Siemens Uruguay S.A.	Siemens Uruguay S.A.
<i>Zug</i> [Place]	<i>Zug</i> , [Place]	[Place]	[Place]
[Date]	[Date]	[Date]	[Date]

MARCH 12, 2019 *MARCH 12, 2019*

[Signature]
 JAVIER PASTORINO

[Signature]
 PAULA ELIAS

Zug, 12. March 2019

[Signature]
 Mariana Porley Cavallero

[Signature]
 Christian Spengler

Annex 1

1.1: online trainings

- Digitalization in Buildings: What is it, added value, connectivity.
- Building Automation. Building Management Systems, Solutions, Third party Integration.
- Energy Efficiency and Distributed Energy Systems (D.E.S). Resilience in critical infrastructures, Grid Independence, Risk management. Energy Management Tools (Navigator, Etc)
- IoT in Building Environment. Innovative solutions for increase Workplace environment (lighting, Indoor positioning, etc).
- New management and development concepts: Agile Approach.