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Memorandum of Understanding

This Memorandum of Understanding ("MoU") is entered into this 12th January, 2021 ("Effective Date") BETWEEN

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RIMT University, an academic institute located atDelhi-Jalandhar GT Road (NH1), Sirhind Side, Mandi Gobindgarh, Punjab 147301, established under Universities Act of Punjab (hereinafter referred to as **Institute**);

AND

SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 having its corporate office at Tower
 D, 16th Floor, Global Business Park, Mehrauli-Gurgaon Road, Gurgaon-122002, India

(hereinafter referred to as "SISW").

WHEREAS:

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- Institute is a leading university providing undergraduate and postgraduate education in a variety of engineering disciplines and other courses;
 - SISW is a leader in the segment of CAD, CAM, CAE and PLM software products. SISW has academic versions of the hereinabove-mentionedsoftware's (hereinafter "PLM Software");

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- Institute desires to offer Siemens training program at its campus located in the city of Mandi Gobindgarh to educate students on Product Lifecycle Management (PLM) software which is widely used in the industry;
- D. The parties agree to enter into this MoU on the terms and conditions set hereinbelow.

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE

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RIMT University desires to start Siemens Integrated Program for engineering students at its premises for existing and new academic year Mechanical engineering students on various Siemens Product Lifecycle Management Software's.

2. ROLE OF SISW

- i. SISW shall provide academic software license required to deliver the training. Such software license shall be granted under the terms of the End User License Agreement ("EULA").
- SISW shall endeavor to provide required training on PLM Software to Institute either directly or through its authorized training partner.
- iii. SISW shall endeavor to provide training to the students on Siemens PLM Software course as per training delivery schedule detailed in Annexure "I".
- iv. SISW shall endeavor to circulate information on its products, etc. to improve the product awareness at Institute.
- v. SISW shall endeavor to conduct periodic assessments of the students as per the schedule mutually agreed before the start of the training.

3. RESPONSIBILITY OF INSTITUTE

i. Institute agrees to provide hardware with required configuration to use the PLM Software in its CAD LAB with infrastructure as detailed in Annexure "II".

- ii. Institute agrees to provide a dedicated facilitator for coordination of the program with SISW and students administration.
- iii. Institute agrees to follow SISW's training methodology while imparting training to students on PLM software.
- iv. Institute agrees to provide a minimum batch of students enrolled to be trained as agreed.
- v. Institute agrees to provide lodging and boarding facilities to SISW trainer who shall be undertaking the training.
- vi. Institute agrees to electronically accept the EULA of SISW containing terms and conditions which govern the use of the PLM Software license. It shall also sign the commercial terms governing the training to be provided by SISW.

4. CONFIDENTIALITY

- a. Neither Party shall disclose confidential nor proprietary information received from the other Party under this MoU, without the other Party's prior written consent.
- b. Each Party shall use any information which it receives from the other Party during the course of discussions or implementation of this MoU only for the purposes for which it has been provided, and shall prevent third parties from gaining access to it and shall treat such information in the same way as its own confidential information. This confidentiality obligation shall not apply to information which is generally known to the public, which can be shown to have been independently developed by the recipient, or which has been acquired from a third party without being bound by any non-disclosure obligation to the disclosing Party. This obligation shall also not apply to the extent a Party is required by statutory regulations or governmental orders to reveal any of the information it has obtained. This obligation shall survive the term or termination of this MoU for a period of two (2) years following such expiry or termination.

5. FORCE MAJEURE

Either party will not be liable to the other party for any delay or failure to fulfill its obligations in connection with the MOU where any such delay or failure is caused in whole or in part by any act, or failure arises from causes beyond the party's control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental authority, war, riots, strikes or labour shortages.

Registrar RIMT University Mandi Gobindgarh

The parties shall use all reasonable endeavors to minimize any such delay caused due to Force Majeure event and provide written notice to the affected party. Upon cessation of the event, giving rise to delay, the other party shall insofar, as may be practicable under the circumstances, complete performance of their obligations hereunder.

6. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties hereto either with respect to the interpretation of any provision of this MoU or with respect to the performance by either party of its duties hereunder, each of the parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision. No formal proceedings for the judicial resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely.

7. GENERAL CONDITIONS

- a. Neither party shall have any liability (including any damages, costs, expenses, disbursements) to the other party arising from any failure to execute any agreement and/or upon the expiry or termination of this MoU, and any party may terminate negotiations with respect to the matters set forth herein at any time without liability to the other party.
- b. Nothing in this MoU shall be understood or construed as a binding right or obligation of the parties or as obligating the undersigning parties hereto, to finally conclude any agreement. In particular, this MoU in no way restricts either party from pursuing similar activities on its own or from participating in similar activities with other public or private agencies, organizations, and individuals and shall not provide exclusivity between the parties in the scope of any cooperation, does not endorse a specific entity, does not create any rights in any person, and does not create any obligations for any third party
- c. Neither party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this MoU, without obtaining prior written consent of the other party. Either party shall not make, or let its employees, agents or subcontractors make, any public statement relating to the other party

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- d. This MoU shall become effective upon its signature by the parties. Additions and amendments to this MoU shall only be valid if made in writing and signed by the Parties.
- e. This MoU will remain in effect for a period of two year from the date of its execution, unless either Party proposes to terminate this MoU at an earlier date by giving written notice to the other party at least one (1) month prior to the proposed termination date.
- f. This MoU shall be governed and construed in accordance with the laws of India and the courts of New Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this MoU.
- g. Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement.

IN WITNESS WHEREOF, the parties hereto have read and understood the contents hereof and thereby affixed respective signature on the date and at the place above mentioned

IN WITNESS WHEREOF, the parties-hereto have executed this MoU as of the date first above written.

RIMT University

Signature

Name: RAKESH MOMAN

Designation: REGISTRAR

Registrar RIMT University Mandi Gobir doarh Siemens Industry Software (India) Private Limited

Signature

Name:

Designation:

Signature

Designation:

Annexure I

Training Delivery Schedule

			Duration	Hours	Days	Weeks	
Module	Semester	Description	(in hours)	per day	per week	per semester	
	1	CAD Fundamental Processes Part 1	25	2.5	5	2	
1	2	CAD Fundamental Processes Part 2	25	2.5	5	2	
2	3	CAD Advanced Processes	50	2.5	5	4	
3	4	CAD Surface Modelling Processes & CAD Sheet Metal Modelling OR ProcessesProcess Simulate Standalone Basic	50	2.5	5	4	

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		Robotic Simulation				
4	5	CAD Mold Wizard Fundamentals Processes OR Factory CAD	50	2.5	5	4
5	. 6	NX Electronic Systems Cooling OR Plant Simulation Basics, Methods, and Strategies	50	2,5	5	4
			250			20 Weeks

ANNEXURE - "II"

SYSTEM REQUIREMENT FOR THE CAD LAB

Criteria	Specifications
Networking	1GB/sec full duplex
Operating System	Windows 10,64BIT
Processor	Minimum 4 cores and at least 3.5GHZ, 8 logical CPU's recommended
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RAM	8 GB, Recommended -16GB RAM
HDD	500 GB or larger with 7200 RPM or Faster. C drive :100 GB or more free space
Graphics Card	Graphics card with at least 2 GB Video RAM and OpenGL support. We recommend graphics cards with NVidia GeForce chips

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Delhi-Jalandhar GT Road (Nh1), Sirhind Side, Mandi Gobindgarh-147301 District Fatehgarh Sahib, Punjab (India) Ph.: 01765-523156, 523157 E-mail : info@rimt.ac.in | www.rimt.ac.in

Export Compliance Officer Siemens Product Lifecycle Management Software Inc. 13690 Riverport Drive Maryland Heights, Missouri 63043

ADDRESS VERIFICATION FORM

INSTRUCTIONS: Please complete with customer's physical address where Siemens PLM products will be delivered and installed. Print on company letterhead or affix company seal.

Dear Export Compliance Officer:

This is to certify that the company listed below is located at the following physical

address. Company Name: _RIMT UNIVERSITY

Company Address: Delhi-Jalandhar GTRoad(NH 1), Sirhind Side,

Mandi Gobindgarh, District FatehgarhSahib,Punjab

Accepted and Agreed by the following authorized representative of Company:

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Printed Name: <u>Er. Rakesh Mohan</u>

Title: Registrar

Date: 28 December 2020

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Registrar RIMT University Mandi OSbindgarh



T UNIVERSITY

Delhi-Jalandhar GT Road (Nh1), Sirhind Side, Mandi Gobindgarh-147301 District Fatehgarh Sahib, Punjab (India) Ph.: 01765-523156, 523157 E-mail : info@rimt.ac.in | www.rimt.ac.in

Date: 24.12.2020

To,

Siemens Industry Software (India) Pvt. Ltd. Building C, 7th Floor, Panchshil Business Park, Survey No:20, Balewadi, Pune, Maharashtra - 411045 GST Number: 27AABCS7638E1Z9 PAN: AABCS7638E

Purchase Order No.: 2412 2020 - 01 GST No .: 03 AABTS8541B120

Ref: Siemens Proposal number RIMT/FY21/07122020/Rev4: Order for Training Engineering Students underSiemens Integrated Program

Dear Sir/Ma'am,

With reference to our discussion for Training Engineering students under Siemens Integrated program and the subsequent proposal, which was sent to us thereby, we are hereby pleased to hire your services and the agreed upon charges are as follows: -

The Cost is as mentioned below: -

		Quantity (Nos)	Rate(Rs)	Amount(Rs)
Sr. no.	Description Siemens Integrated Program	60	100,000	60,00,000
	1 st semesterto 6 th semester			Extra as applicable.
	GST			60,00,000
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Total Amount (Rs)

Amount in Words: SixtyLakh Only.

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- 1. Payment Terms will be as follows:
 - a) Invoice must be in favor of RIMT University ,Mandi Gobindgarh, Punjab .
 - b) Tax as per GST law is applicable & will be added by the service provider at the time of final invoice.
 - c) TDS (If applicable) will be deducted at applicable rate.
 - d) Payment terms applicable as per the Siemens proposal.

Please sign & return a copy of this work Order as a token of acceptance.

For RIMT University

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Registrar 24/12/2020 RIMT University

Name RAKESH MOHAN

REGISTRAR

(Designation)

Proposal for Training

RIMT/FY21/07122020/Rev4

To: RIMT UNIVERSITY

Delhi-Jalandhar GT Road (NH1), Sirhind Side,

Mandi Gobindgarh, Punjab 147301

Contact person: Mandeep Singh Bindra directoracademics@rimt.ac.in

From:

SIEMENS

Siemens Industry Software (India) Private Limited

www.plm.automation.siemens.com

Building C, 7th Floor, Panchshil Business Park,

Survey No:20, Balewadi, Pune, Maharashtra -411045

Mandi Gilderi

Your contact person: Rohit Bhatia e-mail: <u>bhatia.rohit@siemens.com</u>

Valid until:

25th December 2020

Registrar Registrar RIMT University

1 Introduction

Siemens Industry Software (India) Private Limited ("SISW") is pleased to provide this Proposal in respect to the training SISW will perform for RIMT University ("Customer").

Although SISW is working hard to meet delivery and performance dates, temporary delays in the delivery of service cannot be ruled out as a result of the global outbreak of the novel coronavirus (2019-nCoV/SARS-CoV-2). SISW retains the right to reasonably adjust delivery dates and schedules if necessary.

2 Scope of Work

SISW shall provide instructor-led training to the Customer in accordance to below:

Automotive Design Specialisation

Module	Semester	Description	Duration (Hours)	
1	1	CAD Fundamental Processes Part 1	25	
1	2	CAD Fundamental Processes Part 2	25	
2	3	CAD Advanced Processes	50	
3	4	CAD Surface Modeling Processes & CAD Sheet Metal Modelling Processes	50	
4	5	CAD Mold Wizard Fundamentals Processes 50		
5	6	NX Electronic Systems Cooling	50	
		Total	250	

Digital Manufacturing Specialisation

Module	Semester	Description	Duration (Hours)
1	1	CAD Fundamental Processes Part 1	25
1	2	CAD Fundamental Processes Part 2	25
2	3	CAD Advanced Processes	50
3	4	Process Simulate Standalone Basic Robotic Simulation	50
4	5	Factory CAD	50
5	6	Plant Simulation Basics, Methods, and Strategies	50
		Total	250

Pricing Schedule

Description	Training duration	Total Number of	Fees Per Student	Total Fees
	per specialisation	Students	(Tax extra)	(Tax extra)
Siemens Integrated Program Automotive Design Specialisation (1 batch) & Digital Manufacturing Specialisation (1 batch) - 30 students each batch	250 Hours	60	100,000	60,00,000

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Deliverables :

Milestone	Description	Scope	Acceptance Criteria
Ml	Module 1 training (part 1)	Deliver 25 hours of training related to module 1 (part 1) by an instructor	Email confirmation of training completion
M2	Module 1 training (part 2)	Deliver 25 hours of training related to module 1 (part 2) by an instructor	Email confirmation of training completion
М3	Module 2 training	Deliver 50 hours of training related to module 2 by an instructor	Email confirmation of training completion
M4	Module 3 training	Deliver 50 hours of training related to module 3 by an instructor	Email confirmation of training completion
M5	Module 4 training	Deliver 50 hours of training related to module 4 by an instructor	Email confirmation of training completion
M6	Module 5 training	Deliver 50 hours of training related to module 5 by an instructor	Email confirmation of training completion

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Payment Schedule

Milestone	Description	Percentage	Payment Schedule
M1 & M2	Training charges for module 1	20%	15 days from the start of module 1 training
M3	Training charges for module 2	20%	15 days from the start of module 2 training
M4	Training charges for module 3	20%	15 days from the start of module 3 training
M5	Training charges for module 4	20%	15 days from the start of module 4 training
M6	Training charges for module 5	20%	15 days from the start of module 5 training
	Total	100 %	

Delivery Schedule

Module	Semester	Duration	Hours	Days	Weeks per	
		(in hours)	per day	per week	semester	
1	1	25	2.5	5	2	
•	2	25	2.5	5	2	
2	3	50	2.5	5	4	
3	4	50	2.5	5	4	
4	5	50	2.5	5	4	
5	6	50	2.5	5	4	
		250			20 Weeks	

NOTE:

a) Above prices are exclusive of taxes

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- b) Refer annexure for detailed course agenda
- c) Number of students per batch per specialization: 30 students
- d) Training location: RIMT Punjab
- e) Siemens training lab will be set up in college premise
- f) College should provide CAD Lab with 30 computers as per hardware and software specifiations detailed in Annexure
- g) Training material for students will be provided on Learning Advantage portal
- h) Course completion certificate to students will be issued by Siemens on successful completion of training

3 Out-of-scope responsibilities for SISW

For additional clarity, the following, non-exhaustive list shows examples of deliverables and activities that are not in Scope for this proposal.

- a) Customer processes, procedures and documentation not specifically identified in this proposal.
- b) Any and all metrics or Service Levels, uptime, performance, scalability and other similar performance requirements or parameters or measurements not specifically identified in this proposal.
- c) Unless explicitly defined in this document, this proposal does not include any customization of the provided software solution. The training only covers the use of out of the box functionality.
- d) Unless explicitly defined in this document, the proposal does not include the ability to interface with any other applications.
- e) Unless explicitly defined in this document, the proposal does not include the ability to interface with any supplier or third party, or the process and tools required to do this
- f) Help Desk support after training completion will need additional contracts and is not covered by this SOW

4 Customer Responsibilities

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Customer will make facility access, College space, and communication services available to SISW. Customer will ensure that SISW has the rights to use any third-party software or other third-party intellectual property made available to SISW by Customer as necessary for the performance of Services.

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5	Ordering informatio	n ·
		Siemens Industry Software (India) Pvt. Ltd.
1	Purchase order	Building C, 7th Floor, Panchshil Business Park,
	should be placed	Survey No:20, Balewadi, Pune, Maharashtra - 411045
	on:	GST Number: 27AABCS7638E1Z9 PAN: AABCS7638E
2	Customer's GST Number	Customer's GST number should be mentioned in their purchase order
3	Proposal Number	• Customer should mention "proposal number" in their purchase order
4	Taxes:	Prices are exclusive of taxes
		 Our preferred location of billing would be SISW, Pune (Maharashtra), based on the current classification, following GST would be applicable
		• Training (SAC Code-999293) GST Rate @ 18.0 %.
5	Payment Terms	15 days from the date of invoice
		Payments made are non refundable
		Invoice will be raised on the first day of training for each module
6	Certificate of Completion	Siemens will issue Siemens Certificate of Completion to all participants on successful completion of training
7	Termination Clause	• In the event that the training contract is terminated or suspended prior to the completion of the services or the delivery or acceptance of any final deliverable, Customer agrees to pay SISW for all work performed through the date of termination or suspension of the services
8	SISW Agreement	• The Customer's acknowledgement of this proposal indicate that Customer has read these Agreements online, and that both parties agree that this proposal will be governed by the terms and conditions contained in them:
		SISW End User License Agreement
		https://www.plm.automation.siemens.com/global/en/legal/online- terms/eula.html
		Professional Services Special Use Terms
		https://www.plm.automation.siemens.com/global/en/legal/online- terms/services.html
9	Other document(s) required from college	• Customer to provide email confirmation of training completion for each module

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Ownership of Deliverables 6

- Pre-existing Software and Technology. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the (a) inception of a Professional Services project, or acquired or developed thereafter without reference to or use of the intellectual property of the other party ("Pre-existing Material").
- Ownership of Deliverables. Subject to Sections 6(c) and 6(d), SISW will own all intellectual property rights in or related to all deliverables that are developed and delivered by SISW under this Agreement, and such deliverables will be SISW's (b) Confidential Information. SISW also will own all intellectual property rights in or related to any know-how, techniques, concepts or ideas developed in the performance of the Professional Services provided hereunder and related to SISW's Preexisting Material.
- Deliverables Based on Customer's Software and Technology. Subject to Section 6(d), Customer will own all intellectual property rights in or related to any deliverables developed hereunder to the extent that such deliverables consist of (c) Customer's Pre-existing Material, works derived from Customer's Pre-existing Material, or modifications to Customer's Pre-existing Material.
- Third Party Software and Technology. All software and technology that is licensed by a party from a third party vendor (d) will be and remain the property of such vendor.
- License Grant for Deliverables Owned by SISW. SISW grants to Customer a perpetual, royalty-free, non-transferable and nonexclusive license to use the deliverables owned by SISW and provided to Customer under an SOW for Customer's (e) internal business purposes. Unless otherwise specified in the applicable SOW, software deliverables will be in executable form, and Customer is authorized to load, execute, display, store and otherwise use the software for internal purposes.
- No "Work Made for Hire". The Professional Services provided hereunder will not constitute "works made for hire" under any applicable copyright laws. SISW retains ownership of any work in progress under an SOW and will not deliver the (f) same until Customer makes full payment in accordance with this Agreement.
- No License to Intellectual Property of the Other Party. Except as expressly provided in this Agreement, neither party grants the other party a license to any of its patents, copyrights, trade secrets or other intellectual property. SISW will be free to (g) use the ideas, concepts, methodologies, processes and know-how developed in the course of performing the Professional Services (collectively "Know-how"), provided that such Know-how excludes Customer's Pre-existing Material.

Export 7

SISW's obligations under this Agreement are conditioned upon, and Customer agrees to comply with, all applicable export and re-export control regulations, embargoes and sanctions including, but not limited to, those of the United States (the "Export Laws"). Customer represents that all products provided hereunder and any derivatives thereof will not be (i) downloaded, exported, re-exported (including any "deemed export"), or transferred, directly or indirectly, contrary to the Export Laws, (ii) used for any purpose prohibited by the Export Laws or (iii) delivered to persons/entities otherwise ineligible to acquire or use the products provided hereunder. SISW may conduct the necessary Export Laws checks and, upon request, Customer will promptly provide SISW with any necessary information. Customer will indemnify and hold harmless SISW against any claim, action, damages, fines and costs relating in any way to Customer's noncompliance with Export Laws.

Confidential Information 8

"Confidential Information" means all information disclosed by one party to the other under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. The receiving party will (i) use Confidential Information only as required to exercise rights or perform obligations under this Agreement, (ii) protect Confidential Information from unauthorized use or disclosure, and (iii) not copy the Confidential Information without the prior written consent of the disclosing party. Customer will not disclose SISW Confidential Information to any third party other than financial, tax and legal advisors. SISW will not disclose Customer Confidential Information to any third party, other than to its employees, affiliated companies, consultants, contractors, and financial, tax and legal advisors without the prior written consent of Customer. Neither party will disclose the terms of this Agreement in connection with this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, SISW and its affiliates may name Customer as a customer on their websites and in customer lists and other SIEMENS Raher Mel

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marketing materials. The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual or fiduciary obligation of confidentiality; (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party; (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party is Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party to limit the scope of such disclosure.

9 Force Majeure

Neither party will be liable for failure in performance due to any cause beyond its reasonable control provided the delayed party promptly notifies the other party and uses commercially reasonable efforts to correct the failure.

10 Approvals

IN WITNESS WHEREOF, the parties have duly executed and delivered this Statement of Work as of the last date written below.

Accepted by:
CUSTOMER: RIMT UNIVERSITY
By:
Name (printed): RAKESN MOHAH
Title: Mz,
Date: 24-12-2020
Address: Delhi-Jalandhar GT Road (NH1), Sirhind Side, Mandi Gobindgarh
City: Mandi Gobindgarh
State/Country: Punjab/India
Postal Code: 147301

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RIMT University Mandi Gobindgarh

SISW www.plm.automation.siemens.com

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Annexures

System requirement for training LAB

Criteria	Specifications
Networking	1GB/sec full duplex
Operating System	Windows 10,64BIT
Processor	Minimum 4 cores and at least 3.5GHZ, 8 logical CPU's recommended
RAM	8 GB, Recommended -16GB RAM
HDD	500 GB or larger with 7200 RPM or Faster. C drive :100 GB or more free space
Graphics Card	Graphics card with at least 2 GB Video RAM and OpenGL support. We recommend graphics cards with NVidia GeForce chips

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