

VINYAS MEMBERSHIP AGREEMENT

This **VINYAS Membership Agreement** is executed at Bangalore, India, on this day of 201.... by and between:

ITI LIMITED, a Company incorporated and registered under the laws of India and having its Registered and Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016, India, and having its Corporate Identification No. L32202KA1950GOI000640, herein after referred to as “**ITI**”, which expression shall mean and include its successors and permitted assigns.

AND

<**Startup Company Name**>, a Company formed and registered under the laws of India, having its Registered Office at <>having its Corporate Identification No. <> hereinafter referred to as “**Start-Up**” which expression shall mean and include its successors and permitted assigns.

Hereinafter collectively referred as “Parties” and individually as “Party”.

WHEREAS ITI is a leading Indian Company engaged in developing, manufacturing, selling Telecommunication, IT, IOT & other allied products / solutions / services to cater to market requirements in India and has presence in Pan India

Purpose:

The Vinyas Membership Agreement establishes the guidelines for collaboration between ITI LTD, Dooravaninagar, Bengaluru-560016 and the **Start-Up** for VINYAS, the Startup hub of ITI Ltd.

1. DESCRIPTION

- (a) “**Authorized Signatory**” means an individual authorized to legally bind the party.
- (b) “**Main Premises**” means the Premises in F86 hanger of ITI Ltd, Bengaluru in which the Office Space is located, as set forth in the Vinyas Membership Application form.
- (c) “**Member**” means each person Start-Up authorize its Member List as being allowed to use Office Space and receive the Services of VINYAS MEMBERSHIP
- (d) “**Office Space**” means the office number and/or workspace location(s) specified in the Membership Application form.
- (e) “**Primary Member**” means the primary in-Premises Member contact for VINYAS MEMBERSHIP
- (f) “**Start Date**” means the start date set forth on the Membership Application form.

2. THE SERVICES OF MEMBERSHIP

(a) **SERVICES.** Subject to the terms and conditions of this agreement, including any attachments, exhibits, and addenda (including any additional or supplemental Membership Details forms) (collectively, the “**Agreement**”) and any other policies ITI make available to Start-Up from time to time, during the Term (defined below), ITI will use commercially reasonable efforts to provide Start-Up (and its Members, as applicable) the services described below. These services are referred to in this Agreement as the “**Services.**”

- (i) Non-exclusive access to the Office Space.

- (ii) Regular maintenance of the Office Space, consistent with the maintenance provided to similar workspaces in the Premises
- (iii) Furnishings for the Office Space of the quality and in the quantity typically provided to other VINYAS Member Companies with similar office space, workstations, and/or other workspace, as applicable in the Premises.
- (iv) Access to and use of the shared Internet connection. Conditions apply.
- (v) Use of the printers, copiers and/or scanners commonly made available in the Premises. Conditions apply
- (vi) Use of the meeting rooms in VINYAS Premises during Regular Business Hours subject to availability and prior reservation of such meeting rooms.
- (vii) Air-conditioning in the Office Space during Regular Business Hours
- (viii) Opportunity to participate in members-only events, benefits and promotions.

(b) **Reserved Rights.** ITI is entitled to access Office Space, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. ITI may temporarily move furniture contained in Office Space. ITI reserves the right to alter Office Space, provided that we will not do so in a manner that substantially decreases the square footage of assigned Office Space or related amenities. ITI may also modify or reduce the list of Services or furnishings provided for Office Space at any time. The Services may be provided by ITI, an affiliate or a third party.

3. TERM & TERMINATION

Minimum Tenure with VINYAS, ITI LTD Bengaluru is 12 months including free period if applicable. Post that period, renewal will be done on mutually acceptable basis. In the event of premature termination within 12 months, service retainer fee has to be forfeited.

Start-Up shall give one-month notice in case **Start-Up** wants to exit from the membership post 12 months.

ITI gives one month notice at any point of time in case ITI wants Startup to exit from VINYAS membership.

4. HOUSE RULES

In addition to any rules, policies and/or procedures that are specific to Main Premises:

(a) Company acknowledge and agree that:

- (i) Keys, key cards and other such items used to gain physical access to the Premises or the Office Space remain **ITI** property. **Start-Up** shall cause its Members to safeguard **ITI** property and **Start-Up** shall be liable for replacement fees should any such property be lost, stolen or destroyed;

- (ii) **Start-Up** shall promptly notify **ITI** of any change to its contact and payment information;
- (iii) ITI will provide notice to **Start-Up** of any changes to services, fees, or other updates by emailing the email addresses provided by **Start-Up**. It is the responsibility of **Start-Up** to read such emails and to ensure its Members are aware of any changes, even if we notify such Members directly;
- (iv) Carts, trolleys and other freight items which may be made available may not be used in the passenger elevators except at **ITI** discretion;
- (v) For security reasons, **ITI** may, but have no obligation to, regularly record certain areas in the Premises via video;
- (vi) ITI may disclose information about **Start-Up** or its Members as necessary to satisfy any applicable law, rule, regulation, legal process or government request or as **ITI** otherwise deem reasonably necessary for the protection of **ITI**, other Member **Start-Up** or other members;
- (vii) Start-Up and its Members will abide by other rules and regulations as determined by ITI and communicated to Start-Up, including by email. ITI may add, delete or amend the rules and regulations at ITI's reasonable discretion and with notice to Start-Up, provided that neither the enforcement of such rules nor the additions, deletions or amendments of such rules shall be discriminatory, that is, such rules or additions will similarly apply to all other Startups and its Members with Office Space in the Premises receiving similar services;
- (viii) Common spaces are to be utilized by ITI, all Startups, members and guests unless otherwise instructed by ITI, and are for temporary use and not as a place for continuous, everyday work;
- (ix) **Start-Up** have no expectation of privacy with respect to VINYAS Internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and its activity and any files or messages on or using any of those systems may be monitored at any time without notice, including for security reasons and to ensure compliance with VINYAS MEMBERSHIP Services regardless of whether such activity occurs on equipment owned by **Start-Up** or ITI
- (x) Notwithstanding any rights under trademark or copyright law and any rights of publicity, privacy or otherwise, and without further compensation, ITI and **Start-Up** may and hereby are authorized to use, in connection with promotion of ITI and its partners' businesses, products and services during and after the Term, (i) its name, trademark, service mark, logo, traders and other identifiers and intellectual property and (ii) the names, likenesses, and voices of each of its Members and guests when they are in any Premises (regardless of whether or not its specific Office Space is located in such Premises). ITI shall use commercially reasonable efforts to obtain its prior written consent for use of the items described in clause (i) of the immediately preceding sentence. **Start-Up** shall ensure that it has obtained, in writing, all licenses, permissions, consents, rights and releases necessary, including without limitation for Members, guests or other third parties, in order to grant to ITI the rights and licenses set forth in this section.

(b) No Member will:

- (i) Perform any activity that is likely to be disruptive or dangerous to **ITI** or any other Member Companies, or their employees, guests or property, including without limitation the Office Space or the Premises;
- (ii) Use the Services to conduct or pursue any illegal activities;
- (iii) Use the Services to conduct any activity that is generally regarded as offensive;
- (iv) Attach or affix any items to the walls or make any other alterations to the Office Space, or install antennas or telecommunication lines or devices in the Office Space or the Premises or bring any additional furniture into the Office Space or the Premises, in each case without **ITI** prior written consent;
- (v) Misrepresent Officials of the Start-Up to the VINYAS MEMBERSHIP community, either in person or on the VINYAS Member Network;
- (vi) Take, copy or use any information or intellectual property belonging to other Member Companies or their Members or guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, traders, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;
- (vii) Take, copy or use for any purpose the name “VINYAS MEMBERSHIP” or any of **ITI** other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Premises, without **ITI**'s prior consent, and this provision will survive termination of this Agreement;
- (viii) Use the Office Space in a “retail,” “medical,” or other nature involving frequent visits by members of the public;
- (ix) Make any copies of any keys or other means of entry to the Office Space or the Premises or lend, share or transfer any keys or keycards to any third party, unless authorized by **ITI** in advance; or
- (x) Allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to **ITI** policies. **Start-Up** is responsible for ensuring its Members comply with all House Rules.

5. SUBLEASING

Start-Up agrees that the workstations provided to its members as part of the VINYAS membership are not subleased to third party, failing which **Start-Up**'s membership will be terminated and dues will be recovered

6. IP RIGHTS

Any patents arising out of the **Start-Up's** Software and Hardware development during VINYAS Membership period at ITI shall be owned by the **Start-Up** and **ITI** will not be claiming any rights for owning the IPRs

7. TRANSFER OF TECHNOLOGY

Start-Up agrees that as part of the VINYAS membership, Hardware/Software products/services designed and developed by **Start-Up** is transferred to **ITI** as part of Transfer of Technology under separate agreement for bulk manufacturing, which will be mutually agreed at appropriate point of time

8. ADDITIONAL AGREEMENTS

(a) Technology Release: In order to utilize all the functionalities offered by ITI, it may be necessary to install software onto a Member's computer, tablet, mobile device or other electronic equipment. In addition, from time to time, at a Member's request, ITI or an affiliate, or its agents or service provider, may help troubleshoot problems a Member may have in trying to access certain functionalities, such as printing or accessing the Internet. Regarding the foregoing, **Start-Up** agrees that ITI and its affiliates:

- (i) Are not responsible for any damage to any Member's computer, tablet, mobile device or other electronic equipment, or otherwise to Member's system, related to such technical support or downloading and installation of any software;
- (ii) Do not assume any liability or warranty in the event that any manufacturer warranties are voided;
- (iii) Do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

(b) Indemnification: **Startup** shall indemnify **ITI** from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of this Agreement by Start-Up or its Members or its or their guests, invitees, or pets or any of its or their actions or missions. Start-Up is responsible for the actions of and all damages caused by all persons that **Start-Up**, its members or its or their guests invite to enter any of the Premises. **Start-Up** shall not make any settlement that requires a materially adverse act or admission by ITI or impose any obligation upon any of the VINYAS Parties without **ITI's** written consent. None of the VINYAS Parties shall be liable for any settlement made without its prior written consent.

(c) Force Majeure: If at any time, during the continuance of this Agreement, the performance in whole or part, by either Party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of public enemy, civic commotion, sabotage, act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of customer), fire, floods, natural calamities or any act of God (hereinafter refer to as event), provided notice of happenings of any such event is given by the affected Party to the other, within 30 calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate the Agreement, nor shall either Party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided duties under the Agreement shall

be resumed as soon as practicable, after such event comes to an end or ceases to exist. However, the Force-Majeure events noted above will not in any way cause extension in the period of Agreement.

(d) Insurance: Start-Up is responsible for maintaining, at its own expense and at all times during the Term and for a period of 12 months after, personal property insurance and commercial general liability insurance covering **Start-Up** and its Members for property loss and damage, injury to its Members and its Members' guests and prevention of or denial of use of or access to, all or part of the Premises, in form and amount appropriate to its business.

(e) Pets: No Pets are allowed inside the premises

(f) Other Members: ITI do not control and are not responsible for the actions of other Member Companies, Members, or any other third parties. If a dispute arises between Member Companies, members or their invitees or guests, ITI shall have no responsibility or obligation to participate, mediate or indemnify any party.

(g) Documents to be provided by the Member:

1. Memorandum & Article of Association along with certificate of Incorporation
2. Corporate Deck as per VINYAS Membership application form
 - Founders Profile
 - Product
 - Customer Detail
3. GSTIN Certificate

9. Headings

Headings used in this AGREEMENT are for convenience only and shall not affect any construction interpretation of this Agreement

10. Governing Laws:

This Agreement shall be governed and interpreted by and constructed in accordance with the Indian laws and subject to the **clause 11 of this Agreement**. The parties submit to the exclusive jurisdiction of Courts at Bangalore, India.

11. Dispute Resolution:

The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between them. Subject to aforesaid the Parties shall refer any dispute arising out of or in connection with this Agreement to arbitration to be carried out by a single arbitrator agreed by the Parties and according to the provisions of the Indian Arbitration and conciliation act, 1996 and the decision of the Arbitrator shall be final and binding on both parties. This Agreement shall be governed and construed in accordance with the laws of India and be subject to the exclusive jurisdiction of courts at Bengaluru India. The Language of arbitration proceeding shall be in **ENGLISH**.

It is expressly understood and agreed by and between Parties and that the Parties are entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed between Parties that the Government of India is not a party to this Agreement and has no liabilities, obligation, or rights hereunder. It is hereby expressly understood and agreed that parties are an independent legal entity with power and authority to enter into contracts solely on its behalf under the applicable Laws of India general principles of Contract Law. Parties represent and parties expressly agrees, acknowledges and understand that parties not an agent, representative or delegate of the Government of India. It is further understood and agreed between the Parties that the Government of India is not and shall not be liable for any acts, omission, commissions, breaches or other wrongs arising out of the contract. Accordingly, parties hereby expressly waive, release and forego any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claims, cause of action or thing whatsoever arising of or under this Agreement.

12. LIMITATION OF LIABILITY: Under no circumstances will either Parties be liable to the other Parties for any special, indirect, incidental, punitive, or consequential damages, including damages of loss of profits, paucity, or business orders, loss of goodwill, cost of procurement of substitute components / goods / services or any other pecuniary loss arising from or related to this Agreement.

13. CONFIDENTIALITY: Neither Party may disclose the terms of the Agreement (the “Confidential Information”) to any third party without the other Party’s prior written consent. Notwithstanding the foregoing, each party may disclose the confidential information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by the law provided, however that the party required to so disclose the confidential information of the other party shall use commercially reasonable efforts to minimize such disclosure and shall provide written notice of such disclosure and consult with an assist the other party in obtaining a protective order prior to such disclosure or on a “need-to-know” basis under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advices.

14. MISCELLANEOUS:

- (i) No amendment, modification or change of this Agreement will be valid unless in writing and signed by an authorized representative of the parties.
- (ii) This Agreement maybe entered into two or more counterparts each of which, when executed and delivered, shall be in original, but all the counter parts shall together constitute one and same instrument.
- (iii) Neither party shall assign its rights or duties under the Agreement in whole or part without prior written approval of the other party.
- (iv) If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable
- (v) None of the provisions of this Agreement shall be deemed to constitute a partnership, joint venture, agency; employer – employee relationship between the parties and no party shall have the authority to bind or shall be deemed to be the agent of the other party in any manner.

15. CODE OF CONDUCT

All members are expected to conform to the code of conduct of the Association, as stated:

- (i) Relationship with Clients: Dealing with clients to be conducted in an ethical manner. The terms of agreements should be clearly and precisely expressed and fulfilled in good faith. Work undertaken should be carried out promptly and efficiently and the interests of clients must be safeguarded and confidentially maintained.
- (ii) Relationship with fellow members: Dealings with fellow members to be conducted in a positive and professional manner and with the utmost courtesy and fairness property rights, work results, confidential data and vendor/client relations of fellow members need to be respected; and no engagement in harmful, disparaging or predatory tactics must be entertained.
- (iii) Relationship with the Public: Members should promote the effective use of information technology as an instrument for social and economic good.
- (iv) They need to act as good corporate citizens and fulfill their responsibilities to the community.
- (v) Relationship with the International Community: Members should promote communication with foreign countries, based on international cooperation norms. They need to follow the necessary practices of host countries, while conducting business abroad.
- (vi) Intellectual Property Protection: Members should neither use nor encourage the use of pirated software in their own or Client organization.

In witness whereof, the parties have signed this Agreement on the day and year first herein before written.

For and on behalf of

For and on behalf of

ITI Ltd

Signature with Seal

Signature with Seal

Position:

Position :

Date:

Date:

Witness:

Witness: