



Letter of Membership Allotment (LMA)

IMPORTANT NOTES

- This Membership Allotment Letter is NOT VALID –
 - a. unless accompanied by General Terms & Conditions as agreed mutually
 - b. Beyond the validity date as per clause a (iii) below
 - c. Unless digitally signed by the authorized signatory of T-Hub Foundation
- T-Hub is not responsible for misuse of this Letter of Membership Allotment. Third parties may verify the validity and genuity of this document by sending an email to onboarding@t-hub.co.

Date of issue: **29-July-2020**

Name : **Maturi Venkata Subba Rao Engineering College**
Name of member : **Dr. M Sree Rama Devi**
[CIN/LLP ID:]
Billing Address : **MVSR Engineering College, Saroor Nagar Mandal,
Nadergul Village, Ranga Reddy, Telangana - 501510**

Sub: Letter of Membership Allotment (LMA) – **T-Tribe Annual Membership** - Reg.

Thank you for reaching out to be part of T-Hub's startup community. Based on the interaction with you on the subject, we are pleased offer membership on the terms and conditions as set out hereunder.

Section A – Specific Terms & Conditions (STC)

a) Details of membership

| | |
|------------------------|--|
| i. Membership No. | CMO-TMC-008 |
| ii. Type of Membership | Community Membership - Premium TTLP |
| ii) Effective date | 01-Aug-2020 |
| iii) Valid till | 31-July-2021 |
| iv) Subscription fee | INR 100000 (Rupees One lakh only) + GST as applicable |

b) Details of the Member

| | |
|-------------------------------|---|
| i) Name of Member | Dr. M Sree Rama Devi |
| ii) Constitution | SOCIETY |
| iii) Billing address | MVSR Engineering College, Saroor Nagar Mandal, Nadergul Village, Ranga Reddy, Telangana - 501510 |
| ii) Member GST Regn No. | 36AAATM2432N2ZG |
| ii) Billing email id | hod_mba@mvsrec.edu.in |
| iii) Paying member name | Dr. M Sree Rama Devi |
| iv) Paying member contact no. | 9866286650 |
| v) Paying member email id | hod_mba@mvsrec.edu.in |
| vi) Team name | Maturi Venkata Subba Rao Engineering College |

c) Details of the benefits offered under the membership

- a) Mentor Connect to e-cell students at T-Hub, college campus and neutral venues
- b) Visit to T-Hub and interaction with startup Founders

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- c) Industry Academia meet to share best practices
- d) Internship and Recruitment opportunity with T-Hub startups
- e) Access to portal for rich content on Innovation and Entrepreneurship, case studies of successful startups and interviews of successful founders
- f) Opportunity to showcase innovative solutions to investors, mentors and industry leaders for funding, Incubation and adoption

General Guidelines

1. The institution shall proactively participate in building the Innovation and Entrepreneurship culture amongst students.
2. The institution shall promote and encourage participation of its students and faculties in the programs offered by T-Hub.
3. The institute shall provide constructive feedback and suggestions for strengthening of this initiative.
4. T-Hub shall have the sole discretion of deciding (and changing) membership fee, programs fee, number of participants to be invited, shortlisting of participants, deciding the venue for its activities.
5. The institution shall use the reference of this association in the right context as T-Hub's Academic Alliance Member. Any misuse of branding shall result in immediate termination of membership.
6. The institution agrees to work in good faith and protect mutual goodwill of each other, its partners and mentors.
7. The membership fee is non-refundable and is for a period of one year from the date of sign-up

About T-Hub

T-Hub Foundation [CIN: **U74900TG2015GAT099004**] (hereinafter referred to as **T-Hub**) has been registered as a Sec-8 not-for-profit General Association company limited by guarantee. It functions as a Public Private Partnership (PPP) model with active involvement from academia viz., Indian School of Business (ISB-Hyd.), Nalsar University of Law and International Institute of Information Technology (IIIT-Hyd.), the Government of Telangana represented by Information Technology, Electronics & Communications (ITE & C) department and top private corporates in the country.

T-Hub enables and empowers an ecosystem hungry for innovation. Based out of Hyderabad, India, it leads India's pioneering innovation ecosystem that powers next-generation products and new business models. It uses the Triple Helix model of innovation based on interaction and collaboration between industry, academia, and government. Incorporated in 2015, it has provided over 1100+ national and international startups with access to better technology, talent, mentors, customers, corporates, investors and government agencies. T-Hub also provides thought leadership for Telangana and other state and central government organizations to build innovation ecosystems. It has elevated innovation for leading national and global corporates, transforming enterprise business models for better.

T-Hub has been recognized as the Technology Business Incubator (TBI) by Department of Science & Technology (DST), Government of India.

Thanking you,

Yours truly,
for T-Hub Foundation

Ravi G Narayan
Chief Executive Officer

T-Hub Foundation

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Section B – General Terms & Conditions (GTC)

GENERAL TERMS AND CONDITIONS (GTC) of the Membership between T-Hub and the Member shall include as under:

1. **Effective Date:** The Effective Date would mean the date of receipt of Membership Fee from the Member.
2. **Term/ Duration of Usage:** This Agreement is valid for One (1) year from the effective date unless an extension as agreed mutually in writing is granted.
3. **Obligations of the Member:** Under this Agreement, the Member agrees, that when participating in or using the Services, the Member shall not:
 - a. use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
 - b. defame, abuse, harass, stalk, threaten or otherwise violate any other legal rights (such as rights of privacy and publicity) of others;
 - c. make any statements or comments of a defamatory or disparaging nature to any third-party regarding T-Hub, or any of the T-Hub officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.
 - d. publish, post, upload, distribute or disseminate any data that contains inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through T-Hub Services, servers, notice boards or spaces.
 - e. upload, or otherwise make available through Services, file that contains images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless the Member shall own or control the rights thereto or have received all necessary consent to do the same.
 - f. use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
 - g. upload files through the Services that intentionally contain viruses, Trojan Horses, worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of any other co-worker.
 - h. download any file through the Services that the Member knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
 - i. restrict or inhibit any other user from legitimately using and enjoying the Services.
 - j. violate any code of conduct or other guidelines which have been clearly communicated and mutually agreed that may be applicable for any Service.
 - k. harvest or otherwise collect information about other Members, including email addresses, without the authorization or consent of the disclosing party.
 - l. shall not involve in any illegal activity or business, cheating, illegal or unlawful act/omission and restrict itself from any illegal or unlawful activity or transaction.
 - m. violate any applicable laws or regulations in relation to utilizing the Services under this Agreement; or create false identity for the purpose of misleading others.
4. **Acknowledgement:** The Member expressly agrees and acknowledges to maintain healthy competition in the Community with other Members of T-Hub and not to act or involve in any malpractices, including but not limited to:
 - a. Gaining unauthorized access to any information including but not limited to confidential / proprietary information or intellectual property rights, directly or indirectly, of other Members and using in any manner, whatsoever in nature.
 - b. Soliciting employees of other Members / co-occupants, directly or indirectly, for its own benefits with malafide intentions and employing any person who was an employee of other Member / co-occupants of T-Hub. In the event, the Member wants to employ such person as referred herein, the Member shall ensure that such person receives a no-objection certificate (NOC) from his/her previous employer or Member / co-occupant of T-Hub. The Member shall not employ such person without him/her gaining NOC from the relevant party.

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The Member further acknowledges that in the event T-Hub receives any complaint, of whatsoever in nature, from any other Member or third parties with regard to any act/omission or transaction of the Member, T-Hub reserves the right to take disciplinary action, at its sole discretion, including without any limitation to issue show cause notice which may eventually lead to off-boarding the Member from the Premises. In such an event, T-Hub is not obligated to return/refund all or part of the Membership Fee.

5. **Invoicing and Payments:** T-Hub would charge the Membership Fee as per the following price plan as amended from time to time.

A) Invoicing & Payment

- a) The member shall be invoiced as per the following schedule:

Rs.1,00,000/- + GST – Upon receipt of Letter of Membership Allotment (LMA)

- b) In addition to the charges mentioned, the Member shall agree to pay applicable taxes, GST, and/or other applicable levies mandated by the Government of India/ State Government on said payments from time to time.
- c) The Member shall be invoiced upon acceptance of this General T&C.
- d) All payments under this Membership shall be payable upon receipt of the invoice.
- e) The payment shall be made to the bank account details mentioned on the invoice.
- f) **Invoice disputes:** In case of any dispute in any charges levied under this Membership, the Member must notify T-Hub in writing of such dispute and the reasons for it within 3 days of the date of the invoice. T-Hub and the Member shall endeavour to resolve, by mutual discussion, the disputed portion of the charges for Services within one week of receiving a notice from the Member.

6. Representation and Warranties:

- a. The Member represents and warrants to use the logo and address of T-Hub for lawful purpose only and to acknowledge T-Hub's role in its success stories. The Member represents and warrants that all the information provided to T-Hub by it are true, accurate and updated.
- b. Both the Parties represent and warrant to comply with all applicable laws enforceable in India. In addition to it, the Member represents to comply with all applicable laws enforceable in its respective country.
- c. The Parties hereby represent and warrant that they are not subject to/party to, any covenants, agreements or restrictions including without limitation any covenants, agreement or restrictions arising out of his prior engagements or independent contractor relationships, which would be breached or violated by them because of execution of this Agreement or by their performance of their duties hereunder.
- d. The Parties have executed and delivered this Agreement as it's free and voluntary act, after having determined that the provisions contained herein are of benefit to them, and that the duties and obligations imposed on him/her under this Agreement are fair and reasonable.

7. Confidentiality:

- a. Member participation in and/or use of the Services obligates you to:
- maintain all Confidential Information in strict confidence;
 - not to disclose Confidential Information to any third parties;
 - not to use the Confidential Information in any way directly or indirectly detrimental to T-Hub or any participant or user of the Services.
- b. Notwithstanding the provisions of this clause 8, Member may use and disclose to its affiliates, and their respective contractors, agents, or personnel (the "Beneficiaries") Confidential Information (including personal data): (a) for the purposes set out in this clause 8; (b) in respect of the contact details of those of the T-Hub's personnel who have been connected with this Agreement, for updating Member's records and databases in order to facilitate contact with such personnel; (c) for purposes incidental to this Agreement including quality and risk management reviews;; (d) for storage, hosting, IT and other maintenance and support facilities (including outsourcing of the same) in

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relation to information and data (including Confidential Information, including personal data) relating to this Agreement. In relation to all of the foregoing, the T-Hub agrees to the transfer, where appropriate, of such Confidential Information.

- c. All confidential information supplied by T-Hub remains the sole and exclusive property of T-Hub or the respective disclosing party. The Member acknowledges and agrees that nothing in this T&C or your participation or use of the Services will be construed as granting any rights, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of T-Hub, or any participant or user of the Services.
- d. Any and all information of the Member, its affiliates or clients that is either disclosed to T-Hub or is acquired/ accessed by T-Hub pursuant to relationship established through this Agreement shall be kept by T-Hub in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure. Further, T-Hub shall not disclose any such information to any third party without prior written approval of the Member, except that T-Hub reserves the right to disclose any such information to satisfy any applicable law, regulation, legal process or governmental request. T-Hub acknowledges and agrees that nothing in this under this Agreement will be construed as granting any rights, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of the Member, its affiliates or clients.

The foregoing shall not prohibit or limit a party's use of information, including but not limited to ideas, concepts, know how, techniques and methodologies, which (a) is or becomes publicly available through no breach of this Agreement by the receiving party; (b) is released by the disclosing party to any other person, firm or company without restriction; (c) is rightfully obtained by the receiving party without restriction; (d) to the extent required by legal process and, to the extent not prohibited by law, with prior notice to the other party; (e) is rightfully already known to or is independently developed by the receiving party; or (f) is generally known or easily ascertainable by parties of ordinary skill in computer programming or design or in the business of the disclosing party.

8. **Disclaimer of Warranties:** To the maximum extent permitted by applicable law, T-Hub provides the SLAs Services "as is", and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, relating to: merchantability or fitness for a particular purpose.
9. **Limitation of Liability and Remedies:** Pursuant to clause 6 under this Agreement, except in case of gross negligence or misconduct by T-Hub, its employees or its agents / representatives, T-Hub shall not be liable for any damages/loss or expenditures (direct or indirect) that the Member incur or may incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages).
10. **Indemnification:** "The Member shall indemnify and hold T-Hub harmless from and against any loss, damage or liability of any sort whatsoever resulting from (i) any default in observing the terms and conditions of this Agreement and/or Lease, (ii) any willful or negligent act on the part of the Member, its agents, employees, or invitees, or persons permitted on the Premises by the Member, and/or (iii) breach of any covenants under this Agreement or T-Hub policies or policies as attached under **Annexures** herein. The Member expressly agrees to waive, and agrees not to make any claim against T-Hub for damages, direct, consequential or otherwise, arising out of (i) any failure to furnish any service of Premises, any error or omission with respect thereto, any delay or interruption of same, (ii) injury to or death of persons in or about the Premises, (iii) loss or damage to the Member's property in or about the Premises, and (iv) claims arising by reason of the foregoing.
11. **General Conditions and Obligations of the Member:**
 - a. The Member agrees not to represent themselves as an employee or any form of representative of T-Hub in any business dealings.
 - b. The Member shall obtain prior approval in writing from T-Hub for any activities not covered under or reasonably related to the scope of this Membership.
 - c. The Member or his employees or Visitors shall be prohibited from making any actions or inactions that may be considered offensive in nature, including offensive glance, critique, contact or comment based on a person's race, sex, color, creed, religion, national/ethnic origin, age, handicap, sexual orientation or disabled veteran.
 - d. For clarity, notwithstanding anything to the contrary the obligations of the Member as specified above or anywhere else in this Agreement applies only to such extent that such obligations are within the sole control of the Member; they are not intended to make the Member responsible for any obligations or responsibilities which are within the control of either T-Hub.
 - e. The Member acknowledges that T-Hub has the right to use the name of the Member for the purpose of its promotional/marketing activities.
 - f. The Member shall abide by all applicable laws and the terms of this Membership including the policies under **Annexures** herein of this Agreement.

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12. **General Conditions and Obligations of T-Hub** – T-Hub hereby represents that:
- a. T-Hub has obtained all the necessary approvals, consents, etc. under the applicable rules, laws, bye-laws, regulations, etc. and complies with all the legal requirements in order to fulfil its obligations under this Membership, and it shall continue to comply with all the applicable provisions in this regard.
13. **Jurisdiction:** The Courts of the City of Hyderabad, India shall have exclusive jurisdiction in the event any disputes or differences arise in respect of, out of, relating to and/ or touching this Agreement. This Agreement is interpreted and enforced in accordance with the applicable laws of India.
14. **Non-Solicitation:** During the term of this Membership and for a period of 1 (one) year after the expiry or termination of the Membership, neither party shall recruit or solicit any of the other Party's employee. Provided however, that the foregoing provision will not prevent a party from employing any such person who contacts the other party on his or her own initiative without any encouragement from that party, or in response to any general solicitation concerning available positions.
15. **Costs and Notices:** The Member shall also pay stamp duty in respect of this Membership, if applicable.
- All formal notices must be in writing and:
- a) Shall be deemed to have been served on the Member if delivered to the Premises or posted to the last known address of the Member and in the latter case shall be deemed to have been served on the third working day after posting.
 - b) Shall be deemed to have been served on T-Hub if delivered to the Centre Manager of the Centre where the Member has **taken premises** or posted to the address of the Centre and in latter case shall be deemed to have been served on the third working day after posting.
16. **Termination of Membership:**
- a. T-Hub may terminate this Agreement in the event of the Member (i) breaches any of the terms and conditions of this Membership and (ii) fails to cure completely such breach within three (3) working days.
 - b. T-Hub may terminate this Agreement immediately and without notice if any of the representations and warranties set forth were false or misleading in a material respect as of the date of this Membership.
 - c. **Termination on non-payment and expiry & effect of termination/ offboarding**
 - i) **Off-boarding by expiry of validity of this agreement:** The effect of this Membership expiring is the immediate termination of the Membership.
 - ii) The effect of termination will that the Member cannot avail the service any further and T-Hub cannot invoice the Member from the date of termination till the date of Membership would have been normally expired.
17. **Intellectual Property:** All Intellectual Property in the materials, information, assets or systems supplied to the Member by T-Hub shall remain vested in T-Hub. Similarly, all Intellectual Property rights, title, and interest in the materials, information, assets or systems developed by the Member shall remain solely vested in the Member.
- a) The rights, title, and interest of any Intellectual Property developed by T-Hub with the ideas of the Member shall remain solely vested with the Member. However, any such development by T-Hub shall be preceded with prior written consent of the Member and does not derogate from T-Hub's confidentiality obligations.
 - b) Upon the Member's request, T-Hub shall promptly register, at the Member's expense, all intellectual property licenses granted under this Agreement with all applicable governmental authorities and provide to the Member evidence of such filings.
- T-Hub shall make no registration or other public disclosure without the Member's prior written consent.
18. In case of any dispute or difference arising between the Parties hereto in any of the matters under this Agreement or interpretation or implementation of any of the terms and conditions herein, the same shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996. Any such arbitration shall be conducted by a sole arbitrator appointed by T-Hub. The venue of the arbitration shall be at Hyderabad, India.
19. **Severability:** In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
20. **Force Majeure:** Neither parties shall be liable for failure to perform their respective obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), acts of any Governmental Authority after the date of this Agreement, strikes and other labor difficulties, and other events or circumstances beyond reasonable control.
- a. No party is entitled to terminate this Agreement under Termination Clause under such circumstances, except if the Premises or the facilities provided under this Agreement become unusable due to force majeure events, in which case

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the Member may terminate the Agreement without any notice and T-Hub shall reimburse the security deposit at the time of vacation of the Premises.

- b. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the non-performing party must prove that the party took reasonable steps to minimize delay or damages caused by such events, that the party substantially fulfilled all non-excused obligations, and that the other party was notified in time of the likelihood or actual occurrence of an event described in Force Majeure clause.
21. **Amendment:** No Party shall be bound by any modification or amendment of this Agreement unless such modification or amendment is set forth in a written instrument signed by both the Parties
 22. **Anti-Bribery:** T-Hub represents that they have established policies and procedures relating to compliance with anti-bribery/anti-corruption laws and that it has an established code of ethics and/or code of conduct which inter alia prohibit bribery/corruption which must be mandatorily followed by the Member.

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