

3.7.2 - Number of functional MoUs with institutions of national and/or international importance, other universities, industries, corporate houses, etc. during the year (only functional MoUs with ongoing activities to be considered)



Sri SAI RAM INSTITUTE OF TECHNOLOGY
 An Autonomous Institution | Affiliated to Anna University & Approved by AICTE, New Delhi
 Accredited by NBA and NAAC "A+" | An ISO 9001:2015 Certified and MHRD NIRF ranked institution
 Sai Leo Nagar, West Tambaram, Chennai - 600 044. www.sairamit.edu.in



3.7.2 Details of functional MoUs with institutions of national, international importance, other universities, industries, corporate houses etc. during the year (only functional MoUs with ongoing activities to be considered)

Sl. No.	Name of the institution/ industry/ corporate house	Month and Year of signing MoU	Duration	INTERSHIP AND TRAINING	Number of students/teachers who benefitted from MoUs
1	Foyer Technology Private Limited	22/11/2022	Life time	INTERSHIP AND TRAINING	324
2	Sumeet Urban Service	15/09/2022	1 year - upto 15/09/2023	INTERSHIP AND TRAINING	120
3	Leap	03.08.2022	Dez 2022	INTERSHIP AND TRAINING	120
4	GELP, Canada	10.09.2022		INTERSHIP AND TRAINING	120
5	SCOPIK edutech Private Limited	30/10/2022	Life time	INTERSHIP AND TRAINING	125
6	Vass Software and Solution Private Limited	02.09.2022	5 years	STUDENT & FACULTY INTERNSHIP & TRAINING	120
7	RRT Electro Powwer (P) Ltd	17.10.2022	Life time	FDP, Seminars	60
8	AB Technologies	21.10.2022	Life time	FDP, Seminars	50
9		06.01.2022	3	STUDENT & FACULTY INTERNSHIP & TRAINING	240
10	PYROFEROUS TECHNOLOGIES	16.11.2022	3	INTERSHIP AND TRAINING	125
11	Scopik Edutech Pvt Ltd,	08.11.2022	3	INTERSHIP AND TRAINING	120
12	Infosys Limited	31.05.2022	-	INTERSHIP AND TRAINING	120
13	S.S.Engineering Works, Ambattur	17.03.2022	1	STUDENT & FACULTY INTERNSHIP & TRAINING	46
14	Emerald Resilient Tyre Manufacturers Ltd, Chennai	28.03.2022	3	STUDENT & FACULTY INTERNSHIP & TRAINING	14
15	CADDAM Technologies, Chennai	06.01.2022	Lifetime	STUDENT & FACULTY INTERNSHIP & TRAINING	12
16	RITISHA TRANSMISSIONS	11.02.2022	11 months	STUDENT & FACULTY INTERNSHIP & TRAINING	12
17	Revo Technologies Ltd, Chennai	02.01.2022	1 year	STUDENT & FACULTY INTERNSHIP & TRAINING	12
18	OBJECT AUTOMATION SOFTWARE SOLUTIONS PVT.LTD.	04.12.2021		STUDENT & FACULTY INTERNSHIP & TRAINING	20
19	VAAAYUSASTRA AEROSPACE PVT LTD,	27.01.2022	3 years	STUDENT & FACULTY INTERNSHIP & TRAINING	24
20	PANTECH TECHNOLOGIES	15.12.2021	Lifetime	STUDENT & FACULTY INTERNSHIP & TRAINING	32
21	LIVEWIRE TAMBARAM	26.11.2021	3	STUDENT & FACULTY INTERNSHIP & TRAINING	107
22	RETECH SOLUTIONS	25.10.2021	Lifetime	STUDENT & FACULTY INTERNSHIP & TRAINING	123
23	SUNTECH INSTRUMENTS	25.10.2021	Lifetime	STUDENT & FACULTY INTERNSHIP & TRAINING	110
24	MICROSOFT corporation (india) Pvt Ltd	25.10.2021	Lifetime	STUDENT & FACULTY INTERNSHIP & TRAINING	45
25	SWAP TRAINING AND TECHNOLOGIES PVT.LTD.	15.12.2021	Lifetime	STUDENT & FACULTY INTERNSHIP & TRAINING	26
26	Shiv Prema Project Consultant,S.Kolathur,Chennai,TamilNadu	23.10.2021	Lifetime	STUDENT & FACULTY INTERNSHIP & TRAINING	25
27	SEED FOR SAFETY,FIRST FLOOR GS	25.10.2021	Lifetime	STUDENT & FACULTY INTERNSHIP & TRAINING	12
28	OpenPower Foundation	04.10.2021		STUDENT & FACULTY INTERNSHIP & TRAINING	10
29	SAIL APP	18.12.2021	Life Time	Students learning program	500
30	COINDIA	Life Time	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	10
31	Vidhai Art Space	18.03.2021	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	12
32	Terabyte India	09.07.21	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	10
33	Techno Raise Pvt Ltd	04.02.2021	Life Time	Students undergone industry training	8
34	Universys Technologies-	07.01.2021	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	9
35	AH Enterprises	29.04.2021	Life Time	Students went internship	12

36	Genik Research Institute	12.05.2021	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	15
37	Creasys Technologies LLP	14.10.2021	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	11
38	Blunav Technologies Private Limited	25.03.2021	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	10
39	Hakate Technologies Private Limited	12.03.2021	Life Time	Guest Lectures, faculty Development Programs	12
40	LMES Academy Pvt Ltd	26.03.2021	Life Time	Students undergone industry training	50
41	Ideal Engineering Training and Consultancy Services	4.01.22	Life Time	Guest Lectures, faculty Development Programs	10
42	Sanjmar Industries (OPC) Pvt Ltd	4.5.22	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	15
43	Revo Technologies and Enterprises	21.01.2021	Life Time	Students undergone industry training	25
44	Sasa Printwear Pvt Ltd	25.03.21	Life Time	Guest Lectures, faculty Development Programs	22
45	Skycatch Bots	19.05.2022	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	10
46	Sri Sai Fusion Techno Works	26.03.21	Life Time	Industrial Training & Visits, Guest Lectures, Placement of trained students,	11

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Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL



தமிழ்நாடு

4080
18/7/17

TAMIL NADU

Sri Sai Ram Institute of
Technology
Chennai - 44

45AB 086023

A. Anene

A. POONGAVANAM (S.V.)
15191 / B / 84-11/dL 9-4-85
TAMBARAM, CHENNAI - 45.
Phone : 22263213

MEMORANDUM OF UNDERSTANDING

The MEMORANDUM OF UNDERSTANDING made executed on 14.10.2020

Sri Sai Ram Institute of Technology is a reputed college in this part of the country located at Chennai since 2008. The College is Autonomous and is also approved by the All India Council for Technical Education, New Delhi. The Sri Sai Ram Institute of Technology represented herein by Principal, which expression shall unless repugnant to the context mean and intrude its successors and assigns of the ONE PART. Wherever the word First Party comes in this MOU it implies The Sri Sai Ram Institute of Technology.

Lema Labs Technologies Pvt Ltd. a Technology based organization, imparting and offering Electronics based services, hereinafter referred to as second Party located at 1st floor, IIT Madras Research Park, Chennai 113 represented by Parthiban A (Team Lead - Business Development) which expression shall unless repugnant to the context means and include its successors and assigns of the other part. Where ever the word Second Party comes in this MOU it implies Lema Labs Technologies Pvt Ltd.

Signature



Signature of Parthiban A



AUTHORIZED REPRESENTATIVES

Both parties here to declare that their duty authorized respective Representatives shall execute this agreement.

In witness whereof the parties have affixed their hand to the agreement on the day, month and year above written

For Sri Sai Ram Institute of Technology



Dr. K. Palanikumar,

DR. K. PALANI KUMAR
PRINCIPAL

SRI SAI RAM INSTITUTE OF TECHNOLOGY
SRI LEO NAGAR, CHEENNAI-600 044



For LEMA LABS TECHNOLOGIES PVT LTD



Parthiban A

Authorized Signatory

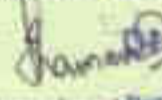
Team Lead - Business Development



WITNESS:

In the presence of

SAIRAMIT SIDE

1.  **THAMARAI SELVI**
Head of The Department
Dept. of Electronics & Communication Engg.
Sri Sai Ram Institute of Technology
Chennai - 600 044.


(Signature) Name in Block letters

Designation **HOD/ECE**

Address **121, A7 - Sri Nagar,**

Alapattan, Perungudi,

Chennai - 63

2.  **R. Prabha**

(Signature) Name in Block letters **Dr. R. PRABHA**

Designation **Associate Professor**

Address **Sri Sai Ram Inst of Tech**

Date: **14.10.2020**

Place: **Chennai**

LEMA LABS TECHNOLOGIES PVT LTD side

1. 

(Signature) Name in Block letters **JESWIN PRUL SAMUEL**

Designation **SENIOR PRODUCT DEVELOPMENT AND**

Address **LEMA LABS TRAINING EXECUTIVE**

ISTM RESEARCH PARK

2. 

(Signature) Name in Block letters **Pawan Gnana Raj**

Designation **Team Lead - Engineering, Operation**

Address **Lema Labs**

Date: **14.10.2020**

Place: **Chennai**

Fwd: MOU WITH MICROSOFT

1 message

Mur. Dr. K. Palanikumar <principal@sairamit.edu.in>
To: teachingstaff@sairamit.edu.in

Fri, Jan 22, 2021 at 8:59 PM



MOU

Forwarded message

From: SHEELA THAVASI <HOD.IT@sairam.edu.in>

Date: Thu, Jan 21, 2021 at 9:51 AM

Subject: MOU WITH MICROSOFT

To: Teaching Staff <faculty@sairam.edu.in>; Dr. K. Palanikumar <principal@sairamit.edu.in>; Naresh Raj CID Sairam Engineering College <naresh@sairam.edu.in>; Dean Innovation SaiRam <dean.innovation@sairam.edu.in>; Prof.Dr.L. Anurachalam <anurachalam@sairam.edu.in>; <principal@sairamit.edu.in>; Arunkumar Rajendran <arunkumar@sairamit.edu.in>; ceo <ceo@sairamgroup.in>; Sathish Kumar R <sathish@sairamgroup.in>; Dr. A RAJENDRA PRASAD <principal@sairam.edu.in>

Cc: Sheeja B <hodce@sairamit.edu.in>; Binsha Devi V <hodit@sairamit.edu.in>; <hodce@sairamit.edu.in>; <hodce@sairamit.edu.in>; Balaji V <hodsofms@sairamit.edu.in>; <hodfms@sairamit.edu.in>

Dear Members,

Good Morning,

We are very happy to share that our Sairam Institutions signed MOU with Microsoft and the MOU copy is attached for your reference.

The benefits of MOU are as follows.

- Faculty from our group of institutions can get certified by Microsoft at free of Cost.
- Establishment of Center of excellence by Microsoft for collaborative research and training.
- By signing the MoU, it is permitted to use the Microsoft logo in our labs and website. Could be an added advantage during inspection committee visits
- Microsoft certification for students – The students can opt for Microsoft certified courses at a nominal price, approximately Rs500.
- All the proposed benefits are for the entire group of institutions.

This opportunity may be utilized by the students and faculty members.

Thank you

Dr. T. Sheela
Dean Networking, HOD/IT
Sri Sai Ram Engineering College
Chennai-44
8754502225
8444453523
hod.it@sairam.edu.in

their online resume and provides added interest for students looking to institutions who are innovating with new learning modalities. LinkedIn Learning may also be a key element for a school or campus professional development initiative providing both technical and non-technical course subjects and titles for learners across the teaching and administrative staff. <https://www.linkedin.com/learning>

University may choose to acquire LinkedIn Learning through via LinkedIn Learning academic agreements.

Microsoft Learn for Educators - Institution Program

To provide additional support to University with integrating Microsoft Official Curriculum (MOC) into courses and train up faculty/educators to deliver the content, a University may consider nomination into the Microsoft Learn for Educators – Institution Program. This program requires a separate nomination and acceptance process and program agreement. Upon entry, eligible educators may have access to additional benefits available such as certification vouchers (educators only), opportunities for train-the-trainer support, and curriculum integration and course deployment aligned to the Microsoft Fundamentals portfolio.

University may choose to nominate for Microsoft Learn for Educators – Institution Program and review program agreement for further acceptance requirements.

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रु.20



Rs.20

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RUPEES

INDIA NON JUDICIAL

14-12-21



தமிழ்நாடு தமில்நாடு TAMIL NADU

Sri Sai Ram Institute of Technology
Chennai

98AB 533569

U.Swathi

U.SWATHI (S.V.)
3, LOGANATHAN STREET
W. TAMBARAM, CHENNAI-45.
No. 9591/B1/2000 DT. 7.9.2000
Cell: 90945 80807.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Sri Sai Ram Institute of Technology, West Tambaram, Chennai -44.

And

Pantech Technologies Pvt Ltd, Kotta Srinivasiah Charities Building, Thanjavur Road,
T.nagar, Chennai-600017

This Memorandum of Understanding (hereinafter called as the 'MoU') is executed on this 15th December 2021 by and between Sri Sai Ram Institute of Technology, West Tambaram, Chennai -44, the First Party represented herein by its Principal & Head of Institution; and Pantech Technologies, a company functioning at, Kotta Srinivasiah Charities Building, Thanjavur Road, T.nagar, Chennai-600017. The second party, and represented herein by its Centre Head / Director / Managing Director.

CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party

Second Party

PRINCIPAL Dr.K.PALANI KUMAR
PRINCIPAL

Sri Sai Rangam Management Systems Technology
SAI LEO NAGAR, CHENNAI-600 044.

Management Authority

Pantech Technologies Pvt Ltd.

WITNESS:

(1)

(2)

WITNESS:

(1)

(2)

भारतीय गैर न्यायिक

बीस रुपये

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Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

SRI SAI RAM INSTITUTE OF TECHNOLOGY
CHENNAI.

99AB 255496

17 SEP 2021

O. Swathi
O.SWATHI (S.V.)
3, LOGANATHAN STREET
V. TAMBARAM, CHENNAI-45.
.9591/31/2000 DT.7.9.2000
CIN:9094580807.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Sri Sai Ram Institute of Technology, West Tambaram , Chennai -44.

AND

SUN TECH INSTRUMENTS, Kovilambakkam, Chennai 600129.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 25th day of October 2021 by and between Sri Sai Ram Institute of Technology, West Tambaram , Chennai -44, the First Party represented herein by its Principal & Head of Institution , And SUN TECH INSTRUMENTS, Kovilambakkam, Chennai 600129. The Second party, and represented herein by its Centre Head / Director / Managing Director.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3. VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4. RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party

DR. K. PALANI KUMAR
PRINCIPAL

PRINCIPAL, **SRI SAI RAM INSTITUTE OF TECHNOLOGY**
SRI LEO NAGAR, CHENNAI-600 044.
Sri Sai Ram Institute of Technology

WITNESS:

(1)

(2)

Second Party

DIRECTOR

SUN TECH INSTRUMENTS

WITNESS:

(1)

(2)

भारतीय गैर न्यायिक

बीस रुपये

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Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMIL NADU

14-12-21

Sri Sai Ram Institute of Technology
Chennai

98AB 533568

Oswathi

O.SWATHI (S.V.)
3, LOGANATHAN STREET
V. TAMBARAM, CHENNAI-45.
D. 9591/81/2000 DT. 7.9.2000
Cell: 90945 80807.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Sri Sai Ram Institute of Technology, West Tambaram, Chennai -44,
And

Swap Trainings and Technologies Pvt Ltd, #13, 8th Street, Samayapuram,
Porur, Chennai-16

This Memorandum of Understanding (hereinafter called as the 'MoU') is executed on this 15th December 2021 by and between Sri Sai Ram Institute of Technology, West Tambaram, Chennai -44, the First Party represented herein by its Principal & Head of Institution, and Swap Trainings and Technologies Pvt Ltd, a company functioning at, #13, 8th Street, Samayapuram, Porur Chennai-16. The second party, and represented herein by its Centre Head / Director / Managing Director.

CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party

Second Party

Dr.K.PALANI KUMAR
PRINCIPAL
SRI SAIRAM INSTITUTE OF TECHNOLOGY
SALLEE NAGAR, CHENNAI-600 044.
Sri Sai Ram Institute of Technology

WITNESS:

(1)

(2)

Management Authority

Swap Trainings and Technologies Pvt Ltd

WITNESS:

(1)

(2)

भारतीय गैर न्यायिक

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रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL



தமிழ்நாடு TAMIL NADU

Sri Sai Ram Institute of Technology
Chennai

14/12/21

98AB 533564

O.Swathi
O.SWATHI (S.V.)

3, LOGANATHAN STREET
TAMBARAM, CHENNAI-45.
No. 9891/B1/2000 DT.7.9.2000
Cell:90945 80807.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 27th day of - January- Two Thousand Twenty Two (27-01-2022).

BETWEEN

Sri Sai Ram Institute of Technology, West Tambaram, Chennai -44., India , the First Party represented herein by its Principal, Dr K.PalaniKumar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

Handwritten signature/initials.



AND

VAAYUSASTRA AEROSPACE PVT LTD, E BLOCK 3RD FLOOR ,IIT MADRAS RESEARCH PARK ,THARAMANI ,CHENNAI -600113, Tami Nadu India, the Second Party, and represented herein by its Founder and CEO - Mr. Jagadeesh Kanna G. (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Sri Sai Ram Institute of Technology, West Tambaram, Chennai -44.
- B) Second Party is an Aviation company
 - (i) Vaayusastra Aerospace Pvt Ltd
- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Research, Placement, Industrial Visit, Expert Lecture
- E) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.
- F) VAAYUSASTRA AEROSPACE PVT LTD, the Second Party is engaged in Educational Research and technology development. Vaayusastra do workshops for children using Theatre as an educational tool in the field of Aerospace & Aeronautics and also addressing knowledge transfer problem.



Sri Sai Ram Institute of Technology	Vaayusastra Aerospace Pvt Ltd
Sri Sai Ram Institute of Technology, Sai Leo Nagar West Tambaram, Chennai -44.	E Block 3rd Floor, IIT Madras Research Park, Tharamani, Chennai -600113, Tamil Nadu - India
Dr. K.PalaniKumar Principal & Head of Institution	JAGADEESH KANNA M.E., FOUNDER/CEO 9360545176
E-mail: principal@sairamit.edu.in	jagadeesh.vaayusastra@gmail.com
Web: https://www.sairamit.edu.in	Web: https://vaayusastra.com/



Witness 1:

[Signature]
27/1/22

Witness 1:

[Signature]
27/01/2022

Witness 2:

[Signature]
27/01/2022
(D. S. Ramesh)

Witness 2:

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

99AB 255497

27 SEP 2021



SRI SAIRAM INSTITUTE OF TECHNOLOGY,
CHENNAI

O. Swathi
O. SWATHI (S.V.)
31, DRANATHAN STREET
VENKATAM, CHENNAI-45,
TELEPHONE NO. 7.9.2000
10007.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

SRI SAI RAM INSTITUTE OF TECHNOLOGY, West Tambaram , Chennai -44.

AND

SEED FOR SAFETY , First Floor GS Complex , Padappai, Chennai -601301.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 25th day of October 2021 by and between.

Sri Sai Ram Institute of Technology, West Tambaram , Chennai -44, the First Party represented herein by its Principal & Head of Institution , And SEED FOR SAFETY , First Floor GS Complex , Padappai, Chennai -601301. The Second party, and represented herein by its Centre Head / Director / Managing Director.

A. Kulkarni



WHEREAS:

A) First Party is a Higher Educational Institution named: **SRI SAI RAM INSTITUTE OF TECHNOLOGY**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **SEED FOR SAFETY** - the Second Party is engaged in Industrial Safety related activities, Research and Development projects, Guest lectures, student project mentoring, Internships, Consultancy works, Industrial visits and Skill development and entrepreneurship training programs.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

2.1 **Industrial Training & Visits:** Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the **AICTE Internship Portal** for the benefit of students.

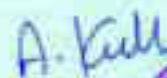
2.2 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 **Placement of trained students:** second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Sri Sai Ram Institute of Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.







CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party

**Dr.K.PALANI KUMAR
PRINCIPAL**

PRINCIPAL

**SRI SAI RAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044.**

Sri Sai Ram Institute of Technology

Second Party

DIRECTOR

SEED FOR SAFETY



WITNESS:

(1)

(2)

WITNESS:

(1)

(2)

भारतीय गैर न्यायिक

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RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

99AB 255494



SRI SAIRAM INSTITUTE OF TECHNOLOGY
CHENNAI

27 SEP 2021

O. Swathi
O.SWATHI (S.V.)
3, LOGANATHAN STREET
W. TAMBARAM, CHENNAI-45.
o.9591/81/2000 DT.7.9.2000
Cell:90945 80807.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Sri Sai Ram Institute of Technology, West Tambaram, Chennai -44.

AND

ShivPrema Project Consultant, S. Kolathur, Chennai, Tamil Nadu 600117.

This Memorandum of Understanding (hereinafter called as the "MoU") is entered into on this the 23rd day of October 2021 by and between. Sri Sai Ram Institute of Technology, West Tambaram, Chennai -44, the First Party represented herein by its Principal & Head of Institution, And ShivPrema Project Consultant, S. Kolathur, Chennai, Tamil Nadu 600117. The Second party, and represented herein by its Centre Head / Director / Managing Director.

WHEREAS:

A) First Party is a Higher Educational Institution named: **SRI SAI RAM INSTITUTE OF TECHNOLOGY**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **ShivPrema Project Consultant , S. Kolathur, Chennai, Tamil Nadu 600117-** the Second Party is engaged in Research and Development projects Guest lectures, student project mentoring, Internships, Consultancy works, Industrial visits and Skill development and entrepreneurship training programs.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

2.1 **Industrial Training & Visits:** Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the **AICTE Internship Portal** for the benefit of students.

2.2 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 **Placement of trained students:** second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Sri Sai Ram Institute of Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.



2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party




**Dr. K. PALANI KUMAR
PRINCIPAL**

**SRI SAI RAM INSTITUTE OF TECHNOLOGY
SAI LEELA NAGAR, CHENNAI-600 044.**

PRINCIPAL

Sri Sai Ram Institute of Technology

WITNESS:

- (1) 
- (2) 

Second Party



DIRECTOR

ShivPrema Project Consultant

WITNESS:

- (1)  K. Velavan
- (2) 

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

SRI SAI RAM INSTITUTE OF TECHNOLOGY
CHENNAI.

99AB 255496

17 SEP 2021

O. Swathi

O.SWATHI (S.V.)
3, LOGANATHAN STREET
TAMBARAM, CHENNAI-45.
.9591/81/2000 DT.7.9.2000
CNo:0945 80807.



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Sri Sai Ram Institute of Technology, West Tambaram , Chennai -44.

AND

SUN TECH INSTRUMENTS, Kovilambakkam, Chennai 600129.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 25th day of October 2021 by and between. Sri Sai Ram Institute of Technology, West Tambaram , Chennai-44, the First Party represented herein by its Principal & Head of Institution , And SUN TECH INSTRUMENTS, Kovilambakkam, Chennai 600129. The Second party, and represented herein by its Centre Head / Director / Managing Director.

WHEREAS:

A) First Party is a Higher Educational Institution named: **SRI SAI RAM INSTITUTE OF TECHNOLOGY**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **SUN TECH INSTRUMENTS, Kovilambakkam, Chennai 600129** the Second Party is engaged in Research and Development projects, Guest lectures, student project mentoring, Internships, Consultancy works, Industrial visits and Skill development and entrepreneurship training programs.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

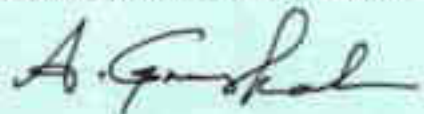
SCOPE OF THE MoU

2.1 **Industrial Training & Visits:** Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the **AICTE Internship Portal** for the benefit of students.

2.2 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 **Placement of trained students:** second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Sri Sai Ram Institute of Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.



2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.



First Party



Dr. K. PALANI KUMAR
PRINCIPAL

PRINCIPAL, **SRI SAI RAM INSTITUTE OF TECHNOLOGY**
SRI LEO NAGAR, CHENNAI-600 044
Sri Sai Ram Institute of Technology

WITNESS:

- (1) 
- (2) 


Second Party



DIRECTOR

SUN TECH INSTRUMENTS

WITNESS:

- (1) 
- (2) 



தமிழ்நாடு தமில்நாடு TAMILNADU

04 JAN 2022

CP 348275

O. Swathi L.

SRI SAI RAM INSTITUTE OF TECHNOLOGY
CHENNAI-44

O.SWATHI (S.V.)
3, LOGANATHAN STREET
V. TAMBARAM, CHENNAI-44
0.9591/B1/2000 DT.7.9.201

MEMORANDUM OF UNDERSTANDING

Between

SRI SAI RAM INSTITUTE OF TECHNOLOGY

And

TIRUMUDIVAKKAM INDUSTRIAL ESTATE MANUFACTURERS ASSOCIATION

1. This Memorandum of Understanding (herein after called as MOU) is entered into by and between Sri Sai Ram Institute of Technology (herein after called as SIT), a leading ISO, NAAC, A+ certified, NBA accredited and NIRF ranked Autonomous Institution offering 7 Engineering courses at Under graduate level and 2 Engineering courses, Master of Business Administration (MBA) at Post graduate Level committed with quality and service in mind since 2008 located at Sai Leo Nagar, West Tambaram,



[Handwritten signature]

Chennai and **Thirumudivakkam Industrial Estate Manufacturers Association** (hereinafter called as **TIEMA**), an association established in the year 2001 to symbolize the curiosity of industrial units of SIDCO Industrial Estate, Thirumudivakkam. **TIEMA** today has enlarged to 365 energetic members and signifies a huge mainstream of the small and medium scale industries located at No. PP3, Communication Centre SIDCO Industrial Estate Thirumudivakkam, Chennai, Tamil Nadu. **TIEMA is dedicated to take care of Quality Guidance and encouragement allied services for its members.**

2. The spirit of the MOU is to synergize the resources available with various category of industries under **TIEMA** (Viz., Technical and Managerial Expertise in the areas of Quality Control, Advance Manufacturing Technologies, Industrial Automation , Product Inventory and Testing of Materials) and **SIT** (Viz., Infrastructural facilities such as Laboratories, CNC Machining centre ,CAD /CAM, Incubation centre ,Material Testing Laboratory and Literature utilization in the form of Books, Periodicals, Journals and E-learning materials etc., from our Knowledge Resource Centre
3. **The interaction between TIEMA and SIT shall broadly include the following categories that can be provided by TIEMA to SIT;**
 - i. Providing Industrial Visits to SIT students in the industrial estate.
 - ii. Arranging Internships / In plant Training for Students of SIT in the estate
 - iii. Providing technical hands on training to SIT staff from **TIEMA**
 - iv. Providing Industrial Exposure to the Students & Staff of SIT by conducting workshops and seminars in the core field
 - v. Establish Research Collaboration among industries and faculty of SIT

[Handwritten signature] *[Handwritten initials]*

- vi. Providing support for Students Projects of SIT
 - vii. Support and Guidance for conducting Events on either party
 - viii. Providing Placement & creating entrepreneurship awareness among the students of SIT
4. **The interaction between TIEMA and SIT shall broadly include the following categories that can be provided by SIT to TIEMA;**
- i. Collaborating and establishing Consultancy work with the Industries.
 - ii. Providing technical training to the employees in industrial estate in the field of quality control, CNC programming, calibration practices etc.,
 - iii. Providing guest lectures and awareness programs like Total Quality Management, Lean Manufacturing, Reverse Engineering etc.,
 - iv. Giving training in parametric modeling practice like Auto CAD, Solid works, CATIA, Creo etc., to the technicians at the industries.
 - v. Collaborating in conducting exhibitions and conferences.
 - vi. Jointly conducting community development programs through various clubs and associations of SIT
5. The technical data and information shared by both **SIT** and **TIEMA** shall be kept confidential and will not be divulged to any third party or published without mutual consent.
6. Both **SIT** and **TIEMA** shall bind by the Rules and Regulations, Stipulations framed by either party during the validity period of MOU.
7. This MOU shall be valid for the period of 3 years from the date of signing and shall be revived after expiry as per the mutual consent
8. The MOU signed is for the mutual benefit of both the parties. The MOU signed does not bind both the parties for any kind of legal liabilities during the period.

9. This MOU shall be terminated at any time without any liability by issuing 3 months prior notice from either party.

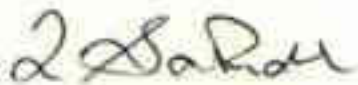
JOINT DECLARATION

It is hereby declared that we jointly agree to sign this Memorandum of Understanding (MOU). It also understands that, this MOU is exclusively signed for the welfare and benefit of the Student community, Staff, Industry and Society for the growth of both the organizations and service minded.

Date of Execution: 06-01-2022


Station : Chennai

For and behalf of
Sri Sai Ram Institute of Technology



Shri. Sai Prakash LeoMuthu
Chairman & CEO
Sai Ram Institutions
Sai Prakash LeoMuthu
Chairman & CEO
SAIRAM INSTITUTIONS

Witness


1. Dr. K. Palanikumar
Principal
Sri Sai Ram Institute of Technology


2. Nareesh Raj
Principal
SRI SAI RAM INSTITUTE OF TECHNOLOGY
SRI LEO MUTHU, CHENNAI - 600 132

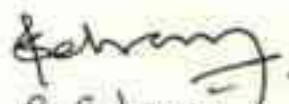
Nareesh Raj
CEO
Sai Ram Institutions


For and behalf of
Tirumudivakkam Industrial
Estate Manufacturers Association


President



Witness

1. 
R. Selvam
Secretary - TIEMA

2. 
Kanna Janardhan Babu
Director - TIEMA



தமிழ்நாடு TAMIL NADU

06 JAN 2022

98AB 605710

SRI SAI RAM INSTITUTE OF TECHNOLOGY
CHENNAI - 44

O.SWATHI
O.SWATHI (S.V.)
3, LOGANATHAN STREET
W. TAMBARAM, CHENNAI-
40.9591/B1/2000 DT.7.9.2000
Cell:90945 80807.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Sri Sai Ram Institute of Technology, West Tambaram , Chennai -44.
AND
CADDAM Technologies Pvt.Ltd., West Tambaram , Chennai -45.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 06th day of January 2022 by and between.

Sri Sai Ram Institute of Technology, West Tambaram , Chennai -44, the First Party represented herein by its Principal & Head of Institution , And CADDAM Technologies Pvt.Ltd. , West Tambaram , Chennai -45, The Second party, and represented herein by its Centre Head / Director / Managing Director Mr.G. NAGENDRAN.

WHEREAS:

A) First Party is a Higher Educational Institution named: SRI SAI RAM INSTITUTE OF TECHNOLOGY

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **CADDAM Technologies Pvt.Ltd.** - the Second Party is engaged in Guest lectures , student project mentoring , Internships , Consultancy works , Research and Development projects , Industrial visits and Skill development based Training programs .

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2 SCOPE OF THE MoU

2.1 **Industrial Training & Visits:** Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the **AICTE Internship Portal** for the benefit of students.

2.2 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 **Placement of trained students:** second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Sri Sai Ram Institute of Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

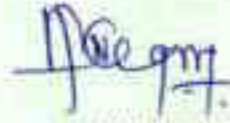
First Party



PRINCIPAL

Sri Sai Ram Institute of Technology

Second Party




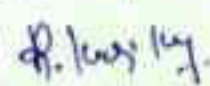
DIRECTOR

CADDAM Technologies Pvt.Ltd.

WITNESS:

- (1) 
- (2) 

WITNESS:

- (1) 
- (2) 



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बीस रुपये

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Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL



तमिलनाडु TAMIL NADU

17 FEB 2022

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Sri Sai Ram Institute of Technology
Chennai

V.M
V.MANOHARI (S.V.)
32, MUTHURANGAM ROAD
W. TAMBARAM, CHENNAI-45.
No.16558 / C / 89 DT.4.12.89
Cell:90945 80808

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Sri Sai Ram Institute of Technology, West Tambaram , Chennai -44.
and

M/s. Emerald Resilient tyre manufacturers pvt Ltd.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this 28th day of March 2022 by and between.

Sri Sai Ram Institute of Technology, West Tambaram , Chennai -44, the First Party represented herein by its Principal & Head of Institution , and M/s. Emerald Resilient Tyre manufacturers Pvt Ltd. Plot No :2 ,2nd Street, Phase- 1, Porur Garden, Vanagaram, Chennai – 600095. The Second party, and represented herein by its Centre Head / Director / Managing Director

WHEREAS:

A) First Party is a Higher Educational Institution named: **SRI SAI RAM INSTITUTE OF TECHNOLOGY**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) M/s. **EMERALD RESILIENT TYRE MANUFACTURERS PVT LTD.** Plot No :2, 2nd Street, Phase- 1, Porur Garden, Vanagaram, Chennai – 600095- the Second Party is engaged in Total Industrial Tyre- Wheel solutions for Material Handling systems" at global level and now being extended the business on Construction, Mining & Agriculture segments

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

2.1 **Industrial Training & Visits:** Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the **AICTE Internship Portal** for the benefit of students.

2.2 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 **Placement of trained students:** second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Sri Sai Ram Institute of Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.



2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3 VALIDITY

3.1 This Agreement will be valid till three years from date of signing and shall be revived after expiry as per the mutual consent of both the parties

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party

Second Party



Dr. K. PALANI KUMAR
PRINCIPAL

DIRECTOR

SHRI SAI RAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044,
Sri Sai Ram Institute of Technology

M/s. Emerald Resilient tyre manufacturers pvt Ltd

WITNESS:

(1)

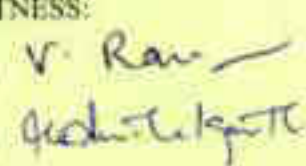
(2)



WITNESS:

(1)

(2)





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17 FEB 2022

Sri Sairam Institute of Technology
Chennai

00AC 839109

V.M

V.MANOHARI (S.V.)
32, MUTHURANGAM ROAD
W. TAMBARAM, CHENNAI-45.
No.16558 / C / 89 DT.4.12.89
Cell:90945 80808

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 17th day of March 2022

BETWEEN

M/S S.S. Engineering Works, Ambattur, CHENNAI hereinafter referred to as (SS Engg) by its proprietor Mr. Seran Senguttuvan, whose address is at Regd Office: 2C/1, 3rd Street, SIDCO Industrial Estate, Ambattur, Chennai 600 058 (GST 33BEWPS9166L1ZD) and shall include its lawful representatives and permitted assigns;

AND

Sri Sairam Institute of Technology, Chennai (hereinafter referred to as ("SIT")) a leading ISO, NAAC , A+ certified , NBA accredited and NIRF ranked Autonomous Institution offering 7 Engineering courses at Under graduate level and 2 Engineering

courses , Master of Business Administration (MBA) at Post graduate Level committed with quality and service in mind since 2008 located at Sai Leo Nagar, West Tambaram, Chennai and shall include its lawful representatives and permitted assigns;

WHEREAS

- A. SIT is an established Institution which strives to enhance and strengthen its Industry-Institute Interaction and has taken various initiatives to compliment its educational excellence and has entered into various collaborative arrangements with other parties to provide the regular exchanges of resource and knowledge.
- B. SS Engg. Works is an established concern which manufacturing **Automobile parts, General Machinery parts and Auto Electrical parts and Jigs & Fixtures Manufacturing** with export quality and having plant in Chennai.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

1. AREAS OF CO-OPERATION

- 1.1 The Parties agree to collaborate efforts in the areas of:
 - a) Joint Research and Development activities
 - b) Consultancy services
 - c) Internship Training
 - d) Exchange of staff for the purpose of Seminars/Guest Lectures
 - e) Campus recruitment
 - f) Industrial Exposure
 - g) Any other areas of co-operation as agreed to by the Parties from time to time.
- 1.2 The Parties to this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and in identifying each Party's function.
- 1.3 In the event the Parties so desire, they may enter into a separate legally binding agreement in respect of any area in sub-clause 1.1 subject to terms and conditions as mutually agreed to by both Parties.

2. **DURATION AND TERMINATION**

- 2.1 This MoU shall remain in effect for One (1) years from the effective date or until terminated by either party with thirty (30) days written notice.
- 2.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

3. **FINANCIAL ARRANGEMENTS**

- 3.1 This MoU shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each party shall bear its own cost and expenses in the implementation of this MoU.

4. **CONFIDENTIALITY**

- 4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- 4.2 For purposes of this MoU "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 4.3 Both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5. **SETTLEMENT OF DISPUTES**

- 5.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall first be settled amicably through mutual consultation and/or negotiations between the Parties.

5.2 In the event of non-resolution, reference shall be made to a mediator jointly appointed by the Parties who shall mediate the dispute or difference in question.

6. NON CONTRACTUAL NATURE OF RELATIONSHIP

6.1 Save for Clause 4, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.

6.2 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

6.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

7. REVISION, VARIATION AND AMENDMENT

7.1 Either Party may request in writing a revision, variation or amendment of this MoU.

7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

8. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To : S.S. Engineering Works
Address : 2C/1, 3rd Street, SIDCO Industrial Estate, Ambattur, Chennai 600 058
Attn to : Mr. Seran Senguttuvan
Tel no. : 044 2625 9514
Fax no. : 044 2625 9514
E-mail : ssenggw@gmail.com

To : Sri Sairam Institute of Technology
Address : SAI LEO Nagar, Chennai-44
Attn to : Dr.K.Palanikumar
Tel no. : 044 22512111
Fax no. : 044 42267779
E-mail : principal@sairamit.edu.in

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, sign this MoU on the date as above written.

Signed by
For and on behalf of
(Sri Sairam Institute of Technology)

Dr.K.Palanikumar,
Principal,

Sri Sairam Institute of Technology, Chennai.

PRINCIPAL
SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044.

Witness

1. Mr. S. Kumaresan
Tax Consultant.
2. Dr.S.Murali,
HoD/Mechanical,
Sri Sairam Institute of Technology.

Signed by
For and on behalf of
(S.S. Engineering Works)

Mr.Seran Senguttuvan,
S.S. Engineering Works.

- 1.
- 2.

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL



तमिलनाडु TAMILNADU
19472 Sri Sai Ram Institute of
06/7/18 Technology
Chennai

AZ 063657

A. VALLIMANAVALAN (S.V)
06 / CH (S) / 2008 Dt. 19-11-2008
West Tambaram, Chennai - 45.
Cell: 9840386492

SRI SAIRAMINSTITUTE OF TECHNOLOGY

AND

REVO TECHNOLOGIES AND ENTERPRISES

This Memorandum of Undersigning is entered on 02-Jan-2022 at Chennai between Sri Sai Ram Institute of Technology (hereinafter referred to as "The College/Institution/SSIT"), a college established by Sapthagiri Educational Trust, is non-profitable, and non-minority institution, a Trust registered under The Tamil Nadu Society Registration Act, 1975 functioning at Sai Leo Nagar, West Tambaram, Chennai — 600044 represented by Dr. K. Palani Kumar, Principal of Sri Sai Ram Institute of Technology.

FOR REVO TECHNOLOGIES and ENTERPRISES

M. Aadi

Authorised Signatory

And

Revo Technologies and Enterprises, a Company registered in Tamil Nadu MSME act and Registration Number is UDYAM-TN-08-0003878 and with GST 33AOXPM4580J1ZA having its registered office at 100B, 8th street, Shanmuga Nagar, Mannivakkam, Chennai-600048, represented by Mrs. M. Anandhi, CEO, Revo Technologies and Enterprises.

Profile and Infrastructure

SSIT:

Sri SaiRam Institute of Technology, an autonomous institution, is one of the honoured institutions, which stands as a sinew of splendour in the arena of education for a decade. This non-profitable and non-minority institution thrives tremendous opportunities parallel with many of the leading professional colleges across the country. Further, this prodigious institution is located in South Chennai, near the well-known fascinating Theme Park, "Kishkinta". The Founder Chairman of this institution, **M.J.Ln.LEO MUTHU**, the Managing Director of LEO GROUP OF COMPANIES was an Indian philanthropist, educationist and businessman. As a philanthropist, he was a generous contributor to educational funding and scholarships for school and college students. In order to serve the society, particularly in the field of education, he founded the educational trusts with a motto "To build a better nation through quality education." The groups of colleges under the trusts offer education across technical, management studies, research, shipping science and alternative medicine streams and more.

As per his vision, he contributed something significant to the society and it led to the birth of Sri Sairam Institute of Technology in the year 2008 by the blessing of Shri Shirdi Sai Baba. Accordingly, the Chairman ventured into the realm of providing quality technical education to both urban and rural students from Tamil Nadu as well as other states. Besides, Business Administration was established in 2009 to offer Postgraduate Programme in Management and Business Administration.

The institution is affiliated to Anna University and approved by All India Council for Technical Education (AICTE). To add to its pride, it is recertified as ISO 9001:2015 Certified institution as well, it has been accredited with "A+" grade with the CGPA of 3.30 by the Executive Committee of NAAC. Besides, five departments (CSE, MECH, IT, EEE, ECE) have been accredited for 3 years by the NBA Expert Team. Additionally, it has also reached within a bandwidth of 150 to 200 for the year 2018-2019 (all over India) in the National Institutional Ranking Framework (NIRF) by the Ministry of Human Resource and

For **REVO TECHNOLOGIES and ENTERPRISES**

M. Anandhi

Authorised Signatory

Developments, Govt. of India. Initially, it has begun its journey with four departments (EEE, ECE, IT, CSE) but now, it has reached a stupendous growth with 8 Undergraduate Engineering Programmes, 2 Post Graduate programmes and 1 Post Graduate Management Programme.

The institution always moves ahead towards the path of excellence in diversified domains. So, it provides an inspiring ambience for rational development, novel thinking, and personal growth to prepare the scholars with the skills, insights and practical experiences to serve the society. Besides, it provides leading-edge opportunities to excel in all aspects like Academic, Professional, Leadership, Entrepreneurship development to face the Global challenges. The Institution encourages an excellent all-around education and exposure and so, it allows the students to participate in sports, Co-curricular / Extra-curricular activities through Entrepreneurship Development Cell, Academic / Non-academic clubs, Professional Bodies like ISTE, IEEE, IETE, IEI,CSI etc.,

The Institution always aims to build a better nation through quality education; therefore, it leads to significant sustainable development for individuals, communities and countries. Besides, it focuses on inculcating Education to address the Sustainable Development Goals through Teaching / Learning, R & D / innovation, Curricular / Extra-curricular activities etc., In addition, an excellent infrastructure is available at the campus for inculcating entrepreneurial spirit amongst the students. This Institution Entrepreneurship Development Cell facilitates the development and growth of new ventures for the students to focus on entrepreneurship & self-employment.

REVO TECHNOLOGIES AND ENTERPRISES

Revo Technologies and Enterprises, is a young and growing Machinery manufacturing company in Chennai has established facilities consisting of Welding Machinery, Sheet Metal working machinery.

The manufacturing unit is located at 100b, 8th street, Shanmuga Nagar, Mannivakkam, Chennai-600048.

With over 12 years of experience in special purpose machinery and customized Machinery.

Now therefore the parties to this document unanimously agree as follows:

For REVO TECHNOLOGIES and ENTERPRISES


Authorised Signatory

Article I

Research and Development and Continual improvements

1. Revo Technologies and Enterprises, during business hours and subject to rules, will allow the undergraduate students and faculty of the college to carry out short/ long-term research project as per the requirements and approved plan of work
2. Both the parties to this document will agree to carry out research and development and continual improvements activities in the field of production engineering, purchase engineering and such other field as may be recognized mutually by the ties to this document
3. Both the parties to this document agree to recognise each party's for their contribution in the benefits of new and improved technology in field of materials, process, designs and techniques that are accruing or arising from this cooperative effort.
4. Both the parties to this document agree to take all necessary step to get such approval and registration as may be required for their new and developed research result in the above-mentioned fields
5. Results from collaborative research and may be used by either or both the parties with mutual consent. The ownership of Intellectual Property Right on resulting of research work shall be vested with the party to this document who initiated such research work for their requirement.
6. Research findings because of this collaborative work of both the parties shall be kept confidentially.
7. Research and development result will be disclosed to statutory authorities, which is required to be disclosed to the extent required under the laws or regulations of any governmental authority lawfully requesting the same, or to any court of competent jurisdiction and will be shared to third party or will be published in the public interest after arriving at consent by both parties to this document and subject to approvals as may be required.

For REVO TECHNOLOGIES and ENTERPRISES


Authorised Signatory

Article II

Recognition and Joint programmes

Recognition: The College, based on individual merits of the Staff of the Revo Technologies and Enterprises and subject to regulation of college, will recognize as supervisors/guides for guiding research programme of the students of the college in field of Engineering, or another field as may be mutually recognized by the parties to this document.

Joint Programmes

1. During the business hours and subject to the rules of the Revo Technologies and Enterprises, will allow students of the College for Industrial visit and allow projects and research works for their academic studies.
2. Revo Technologies and Enterprises will arrange for the Guest Lecture Programs pertaining to manufacturing techniques.

Article III

Sharing of Resources and Infrastructure

Facilities

Both the parties to this document, subject to their internal regulations, allows other party for optimum utilisation of infrastructure and facilities and academic expertise available with the respective party, the both the parties agree to share the same on mutually agreed terms.

1. Revo Technologies and Enterprises will make available and the use of the existing facilities like laboratory, library and workshop at free of cost to the students/ faculty for the approved project work.
2. The college will provide facilities like laboratories, library, and fields subject to availability, for conducting research work by the Revo Technologies and Enterprises and their staff as and when available and except during university examinations.
3. Revo Technologies and Enterprises guaranteed that all their work men to be deputed by them will be obedient to the instructions of their supervisors and provide quality of work to the satisfaction of the College/Institution/SSIT.
4. Revo Technologies and Enterprises shall issue a pre-work guidance to all the personal to be deputed by them regarding the nature of work, safety measures to be followed

For REVO TECHNOLOGIES and ENTERPRISES

M. Ady

Authorised Signatory

- by them, how to conduct and behave in the College/Institution/SSIT for the welfare of the students.
5. Revo Technologies and Enterprises shall provide all safety kits, which are all necessary and mandatory at the work sites, to all the employees/students to be deputed within the work spot.
 6. Revo Technologies and Enterprises is absolutely responsible for the life and safety of the employees, those who are all working in the premises and covenants to indemnify against the loss, that may be arose either at project site or at anywhere they are working.
 7. Revo Technologies and Enterprises shall pay and discharge the wages of workmen and salaries of other personnel to be employed by them for the purpose of carrying out the work in the College/Institution/SSIT. Revo Technologies and Enterprises hereby indemnifies and agrees to keep indemnified the College/Institution/SSIT against any claim, loss or damage that may be suffered by the College/Institution/SSIT on account of any person making any claim for default of any of the undertakings or obligations given under this clause or any other clause or clauses of these presents.
 8. Revo Technologies and Enterprises should utilize the premises only for their lawful activities and shall not store any dangerous goods, which are all prevented by law.

Article IV

Training and Placement

1. Revo Technologies and Enterprises will provide in-plant training and internships for the college students.
2. Revo Technologies and Enterprises will provide placement opportunities to potential and deserving students based on their technical skills.
4. Revo Technologies and Enterprises proposed to give practical industrial exposure to students along with the content in the academic syllabus that will greatly increase their employable skills. The students will be given hands on training on 3-D printing during this period.
5. Revo Technologies and Enterprises will also facilitate the students with seminar, webinars, in which career related discussions and importance of Entrepreneurship will be insisted.

For REVO TECHNOLOGIES and ENTERPRISES

Authorised Signatory

Article V

Tenure and Termination

1. This agreement will be effective initially for a period of 1 year from the date of signing of this document by both the parties and may be renewed further if mutually agreed.
2. Either party may terminate the agreement by written notification signed by the appropriate official of the College/ company initiating the notice. Such notice must be received by the other party six months prior to the effective termination date. However, Obligations and commitments already contracted for and involving their parties shall be honoured and continued by both parties until such commitments are completed.
3. Revo Technologies and Enterprises shall deal with and settle any notice from any Government, Police department, Municipal Corporation or Council, or any other public body or authority or any notice under any law, rule or regulations observed and/or served upon the College/Institution/SSIT or otherwise at any time stating that the Schedule mentioned premises is being used as hotel without obtaining proper permission.
4. Revo Technologies and Enterprises at his own cost and expenses shall settle any of the untoward incidents, if occurred, in the work premises.
5. It is agreed that the Revo Technologies and Enterprises shall keep the College/Institution/SSIT indemnified in any actions, proceedings claims or demands arising out of any act or omission or default of the Revo Technologies and Enterprises, its staff, officers, servants and agents with regard to this agreement and against all costs and expenses which the College/Institution/SSIT may have to pay or incur or sustain or suffer as a result of such action, proceedings, claims or demands whatsoever.
6. Both parties are aware that the College/Institution/SSIT has entered into this agreement solely on the basis of Revo Technologies and Enterprises representations and in case of breach of representations by the Revo Technologies and Enterprises as contained herein, the College/Institution/SSIT shall be entitled to forthwith terminate the license.
7. Revo Technologies and Enterprises shall comply with all statutory provisions in force (including all the labour related laws) and shall be responsible and liable for the contribution under or payments in respect of ESIS, Provident Fund, Workmen Compensation Act, and all other statutory liabilities (including third party insurance policy), wherever applicable and in compliance with the Contract Labour (Regulations and Abolition) Act, 1970 and the Rules framed thereunder. Revo Technologies and Enterprises shall ensure that no child labour or any other person/s debarred under law

For REVO TECHNOLOGIES and ENTERPRISES

M. A. 

Authorised Signatory

from taking up such work or shall be employed in the Project. Women may be employed but strictly in accordance with law governing their employment. Revo Technologies and Enterprises agrees and acknowledges that College/Institution/SSIT shall not be treated as a principal employer in relation to the workmen and/or employees and/or contract employees to be employed / engaged by the Revo Technologies and Enterprises for the purpose of this Project and Revo Technologies and Enterprises shall throughout save harmless and keep College/Institution/SSIT indemnified of, from and against all claims for fees, charges, fines and other payments whatsoever as may become payable or be demanded by any authorities in respect thereon.

In witness whereof the parties hereto have set their respective hands and seals to this document on the aforementioned date.

Article VI

Terms & Condition for Machine Utilisation:

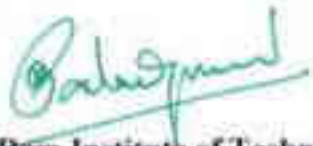
1. Revo Technologies and Enterprises will pay Rs.1000/- per month as a rent for the use of proposed machineries and workspace. Rent will be revised after the first year as per the norms.
2. The machineries of Revo company and institution will be handover to each other in good condition upon the closure of agreement.
3. Revo Technologies and Enterprises will ensure to secure all the belongings of the facility they use, in the absence of personnel from the institution. If there are any losses for the machineries or any other items, they may suitably be replaced by the company.
4. All the employers of company will be recruited based on college code of conducts and our company policy and the same will be monitored.
5. All the minor maintenance will be taken care of by the company and annual maintenance will be taken care by college.
6. The Institution should give clearance to job movement and employee movement at any time during the operation.
7. The company machines can be utilised by students as per department timetable.

or REVO TECHNOLOGIES and ENTERPRISES

M. Adh

Authorised Signatory

8. Separate EB meter to be given to the work area to enable the company to pay electricity bill only for the utilisation of power for this purpose.
9. We are planning to do fabrication also in the allocated area .



Sri Sai Ram Institute of Technology

For REVO TECHNOLOGIES and ENTERPRISES



Authorised Signatory

Revo Technologies and Enterprises



Witness:

1. 

2. 

1.

2.



குமரபுலகம் (K) தமிழ்நாடு TAMIL NADU

04 JAN 2022

98AB 605708

SRI SAI RAM INSTITUTE OF TECHNOLOGY
CHENNAI - 44

O. Swathi
O.SWATHI (S.V.)
3, LOGANATHAN STREET
W. TAMBARAM, CHENNAI-4
No. 9591/81/2000 DT. 7.9.20
Cell: 90945 80807.

SRI SAIRAM INSTITUTE OF TECHNOLOGY

AND

RITISHA TRANSMISSIONS

This Memorandum of Undersigning is entered on 11-Feb-2022 at Chennai between Sri Sai Ram Institute of Technology (hereinafter referred to as "The College/Institution/SSIT"), a college established by Sathagiri Educational Trust, is non-profitable, and non-minority institution, a Trust registered under The Tamil Nadu Society Registration Act, 1975 functioning at Sai Leo Nagar, West Tambaram, Chennai-600044 represented by Dr. K. Palanikumar, Principal of Sri Sai Ram Institute of Technology.

Dr. K. PALANI KUMAR
PRINCIPAL

SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044.

For RITISHA TRANSMISSIONS

Proprietor

And

Ritisha Transmissions, a Company registered in Tamilnadu Firm Registry Department and Registration Number is FR/Chennai South/413/2020 having its registered office and factory at 7, AnnaVelankanni Nagar, Vazhuthalampedu, Kundrathur, Chennai – 6000069, represented by Mr.G. Gopalan, Proprietor, Ritisha Transmissions.

Profile and Infrastructure

SSIT:

Sri SaiRam Institute of Technology, an autonomous institution, is one of the honoured institutions, which stands as a sinew of splendour in the arena of education for a decade. This non-profitable and non-minority institution thrives tremendous opportunities parallel with many of the leading professional colleges across the country. Further, this prodigious institution is located in South Chennai, near the well-known fascinating Theme Park, "Kishkinta". The Founder Chairman of this institution, **M.J.Ln.LEO MUTHU**, the Managing Director of LEO GROUP OF COMPANIES was an Indian philanthropist, educationist and businessman. As a philanthropist, he was a generous contributor to educational funding and scholarships for school and college students. In order to serve the society, particularly in the field of education, he founded the educational trusts with a motto "To build a better nation through quality education." The groups of colleges under the trusts offer education across technical, management studies, research, shipping science and alternative medicine streams and more.

As per his vision, he contributed something significant to the society and it led to the birth of Sri Sairam Institute of Technology in the year 2008 by the blessing of Shri Shirdi Sai Baba. Accordingly, the Chairman ventured into the realm of providing quality technical education to both urban and rural students from Tamil Nadu as well as other states. Besides, Business Administration was established in 2009 to offer Postgraduate Programme in Management and Business Administration.

The institution is affiliated to Anna University and approved by All India Council for Technical Education (AICTE). To add to its pride, it is recertified as ISO 9001:2015 Certified institution as well, it has been accredited with "A+" grade with the CGPA of 3.30 by the Executive Committee of NAAC. Besides, five departments (CSE, MECH, IT, EEE, ECE) have been accredited for 3 years by the NBA Expert Team. Additionally, it has also reached within a bandwidth of 150 to 200 for the year 2018-2019 (all over India) in the National Institutional Ranking Framework (NIRF) by the Ministry of Human Resource and Developments, Govt., of India. Initially, it has begun its journey with four departments (EEE, ECE, IT, CSE) but now, it has reached a stupendous growth with 8 Undergraduate Engineering Programmes, 2 Post Graduate programmes and 1 Post Graduate Management Programme.



Dr.K.PALANI KUMAR
PRINCIPAL
SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044.

For **RITISHA TRANSMISSIONS**



Proprietor

The institution always moves ahead towards the path of excellence in diversified domains. So, it provides an inspiring ambience for rational development, novel thinking, and personal growth to prepare the scholars with the skills, insights and practical experiences to serve the society. Besides, it provides leading-edge opportunities to excel in all aspects like Academic, Professional, Leadership, Entrepreneurship development to face the Global challenges. The Institution encourages an excellent all-around education and exposure and so, it allows the students to participate in sports, Co-curricular / Extra-curricular activities through Entrepreneurship Development Cell, Academic / Non-academic clubs, Professional Bodies like ISTE, IEEE, IETE, IELCSI etc.,

The Institution always aims to build a better nation through quality education; therefore, it leads to significant sustainable development for individuals, communities and countries. Besides, it focuses on inculcating Education to address the Sustainable Development Goals through Teaching / Learning, R & D / innovation, Curricular / Extra-curricular activities etc., In addition, an excellent infrastructure is available at the campus for inculcating entrepreneurial spirit amongst the students. This Institution Entrepreneurship Development Cell facilitates the development and growth of new ventures for the students to focus on entrepreneurship & self-employment.

RITISHA TRANSMISSIONS

Ritisha -Transmissions, is a young and growing gear manufacturing company in Chennai has established facilities consisting of Gear Hobbing, Vertical Broaching, Internal, and Cylindrical Grinding Machines along with Gear Tester.

The manufacturing unit is located at No 27/D, Sipcot Industrial Park, Pillaipakkam, Sriperumbudur, Kancheepuram Dist- 602105.

With over 22 years of experience in Production, PPC, Manufacturing Engineering (NPD – Gears) particularly in the field of Gear / Gear Box Manufacturing Industries.

Now therefore the parties to this document unanimously agree as follows:

Article I

Research and Development and Continual improvements

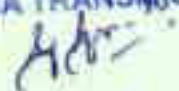
1. Ritisha Transmissions, during business hours and subject to rules, will allow the undergraduate students and faculty of the college to carry out short/ long-term research project as per the requirements and approved plan of work.



Dr.K.PALANI KUMAR
PRINCIPAL

SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044.

For **RITISHA TRANSMISSIONS**



President

2. Both the parties to this document will agree to carry out research and development and continual improvements activities in the field of production engineering, purchase engineering and such other field as may be recognized mutually by the ties to this document
3. Both the parties to this document agree to recognise each party's for their contribution in the benefits of new and improved technology in field of materials, process, designs and techniques that are accruing or arising from this cooperative effort.
4. Both the parties to this document agree to take all necessary step to get such approval and registration as may be required for their new and developed research result in the above-mentioned fields
5. Results from collaborative research and may be used by either or both the parties with mutual consent. The ownership of Intellectual Property Right on resulting of research work shall be vested with the party to this document who initiated such research work for their requirement.
6. Research findings because of this collaborative work of both the parties shall be kept confidentially.
7. Research and development result will be disclosed to statutory authorities, which is required to be disclosed to the extent required under the laws or regulations of any governmental authority lawfully requesting the same, or to any court of competent jurisdiction and will be shared to third party or will be published in the public interest after arriving at consent by both parties to this document and subject to approvals as may be required.

Article II

Recognition and Joint programmes

Recognition: The College, based on individual merits of the Staff of the Ritisha Transmissions and subject to regulation of college, will recognize as supervisors/guides for guiding research programme of the students of the college in field of Engineering, or another field as may be mutually recognized by the parties to this document.

Joint Programmes

1. During the business hours and subject to the rules of the Ritisha Transmissions, will allow students of the College for Industrial visit and allow projects and research works for their academic studies.
2. Ritisha Transmissions will arrange for the Guest Lecture Programs pertaining to manufacturing techniques.



Dr. K. PALANI KUMAR
PRINCIPAL
SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044,

For RITISHA TRANSMISSIONS

Proprietor

Article III

Sharing of Resources and Infrastructure

Facilities

Both the parties to this document, subject to their internal regulations, allows other party for optimum utilisation of infrastructure and facilities and academic expertise available with the respective party, the both the parties agree to share the same on mutually agreed terms.

1. Ritisha Transmissions will make available and the use of the existing facilities like laboratory, library and workshop at free of cost to the students/ faculty for the approved project work.
2. The college will provide facilities like laboratories, library, and fields subject to availability, for conducting research work by the Ritisha Transmissions and their staff as and when available and except during university examinations.
3. Ritisha Transmissions guaranteed that all their work men to be deputed by them will be obedient to the instructions of their supervisors and provide quality of work to the satisfaction of the College/Institution/SSIT.
4. Ritisha Transmissions shall issue a pre-work guidance to all the personal to be deputed by them regarding the nature of work, safety measures to be followed by them, how to conduct and behave in the College/Institution/SSIT for the welfare of the students.
5. Ritisha Transmissions shall provide all safety kits, which are all necessary and mandatory at the work sites, to all the employees/students to be deputed within the work spot.
6. Ritisha Transmissions is absolutely responsible for the life and safety of the employees, those who are all working in the premises and covenants to indemnify against the loss, that may be arose either at project site or at anywhere they are working.
7. Ritisha Transmissions shall pay and discharge the wages of workmen and salaries of other personnel to be employed by them for the purpose of carrying out the work in the College/Institution/SSIT. Ritisha Transmissions hereby indemnifies and agrees to keep indemnified the College/Institution/SSIT against any claim, loss or damage that may be suffered by the College/Institution/SSIT on account of any person making any claim for default of any of the undertakings or obligations given under this clause or any other clause or clauses of these presents.
8. Ritisha Transmissions should utilize the premises only for their lawful activities and shall not store any dangerous goods, which are all prevented by law.

Article IV

Training and Placement

1. Ritisha Transmissions will provide in-plant training and internships for the college students.
2. Ritisha Transmissions will provide placement opportunities to potential and deserving students based on their technical skills.



Dr.K.PALANI KUMAR
PRINCIPAL

SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044.

For RITISHA TRANSMISSIONS



Proprietor

4. Ritisha Transmissions proposed to give practical industrial exposure to students along with the content in the academic syllabus that will greatly increase their employable skills. The students will be given hands on training on CNC and gear manufacturing machines during this period.

5. Ritisha Transmissions will also facilitate the students with seminar, webinars, in which career related discussions and importance of Entrepreneurship will be insisted

Article V

Tenure and Termination

1. This agreement will be effective initially for a period of 11 months from the date of signing of this document by both the parties and may be renewed further if mutually agreed.
2. Either party may terminate the agreement by written notification signed by the appropriate official of the College/ company initiating the notice. Such notice must be received by the other party six months prior to the effective termination date. However, Obligations and commitments already contracted for and involving their parties shall be honoured and continued by both parties until such commitments are completed.
3. Ritisha Transmissions shall deal with and settle any notice from any Government, Police department, Municipal Corporation or Council, or any other public body or authority or any notice under any law, rule or regulations observed and/or served upon the College/Institution/SSIT or otherwise at any time stating that the Schedule mentioned premises is being used as hotel without obtaining proper permission.
4. Ritisha Transmissions at his own cost and expenses shall settle any of the untoward incidents, if occurred, in the work premises.
5. It is agreed that the Ritisha Transmissions shall keep the College/Institution/SSIT indemnified in any actions, proceedings claims or demands arising out of any act or omission or default of the Ritisha Transmissions, its staff, officers, servants and agents with regard to this agreement and against all costs and expenses which the College/Institution/SSIT may have to pay or incur or sustain or suffer as a result of such action, proceedings, claims or demands whatsoever.
6. Both parties are aware that the College/Institution/SSIT has entered into this agreement solely on the basis of Ritisha Transmissions representations and in case of breach of representations by the Ritisha Transmissions as contained herein, the College/Institution/SSIT shall be entitled to forthwith terminate the license.
7. Ritisha Transmissions shall comply with all statutory provisions in force (including all the labour related laws) and shall be responsible and liable for the contribution under or payments in respect of ESIS, Provident Fund, Workmen Compensation Act, and all other statutory liabilities (including third party insurance policy), wherever applicable and in



Dr.K.PALANI KUMAR
PRINCIPAL
SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044,

For RITISHA TRANSMISSIONS


Proprietor

compliance with the Contract Labour (Regulations and Abolition) Act, 1970 and the Rules framed thereunder. Ritisha Transmissions shall ensure that no child labour or any other person/s debarred under law from taking up such work or shall be employed in the Project. Women may be employed but strictly in accordance with law governing their employment. Ritisha Transmissions agrees and acknowledges that College/Institution/SSIT shall not be treated as a principal employer in relation to the workmen and/or employees and/or contract employees to be employed / engaged by the Ritisha Transmissions for the purpose of this Project and Ritisha Transmissions shall throughout save harmless and keep College/Institution/SSIT indemnified of, from and against all claims for fees, charges, fines and other payments whatsoever as may become payable or be demanded by any authorities in respect thereon.

In witness whereof the parties hereto have set their respective hands and seals to this document on the aforementioned date.

Article VI


Terms & Condition for Machine Utilisation:

1. Ritisha Transmissions will pay Rs.10000/- per month as a rent for the use of proposed machineries and workspace. Rent will be revised after the first year as per the norms.
2. The machineries of Ritisha company and institution will be handover to each other in good condition upon the closure of agreement.
3. Ritisha Transmissions will ensure to secure all the belongings of the facility they use, in the absence of personnel from the institution. If there are any losses for the machineries or any other items, they may suitably be replaced by the company.
4. All the employers of company will be recruited based on college code of conducts and our company policy and the same will be monitored.
5. All the minor maintenance will be taken care of by the company and annual maintenance will be taken care by college.
6. The Institution should give clearance to job movement and employee movement at any time during the operation.
7. The company machines can be utilised by students as per department timetable.
8. Separate EB meter to be given to the work area to enable the company to pay electricity bill only for the utilisation of power for this purpose.
9. At the completion of 1st phase process, we require 1500 to 2000 sq. feet of working space for the expansion of company facilities from your side.
10. After getting the space clearance, initially we will move one gear hobbing and related machines to the college and we will set the machine in the allocated location.



Dr. K. PALANI KUMAR
PRINCIPAL

SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044.

For RITISHA TRANSMISSIONS


Proprietor

11. Also we are planning to add Welding Positioner for Special welding and fabrication works in next 3 months and same will be erected in the company allocated space.
12. We are planning to do fabrication also in the allocated area.

For RITISHA TRANSMISSIONS

[Handwritten Signature]

Ritisha Transmissions

[Handwritten Signature]

Sri Sai *[Handwritten Signature]* Technology

PRINCIPAL
SRI SAIRAM INSTITUTE OF TECHNOLOGY
SAI LEO NAGAR, CHENNAI-600 044

Witness:

1. *[Handwritten Signature]* (Hodina)
2. B. Ganesh [B. HARTHREYAN]

1. *[Handwritten Signature]* [G. SATHIYA]
- 2.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **AH Enterprises**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 12
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

AH Enterprises
Plot No. 2, 1st Street, Sri Devi Nagar,
Madambakkam, Chennai - 600126

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 29-Apr-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 29-Apr-2021 and the incubation shall expire on 28-Apr-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



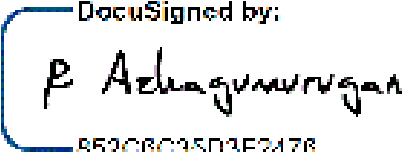

10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.



Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **29th** DAY OF **APRIL-2021**.

Participant :		SSTIF :	
Signature :	85208C35D3F2176...	Signature :	F1053806B8D817B...
Name :	R Azhagumurugan	Name :	Naresh Raj K
Title :	Managing Director	Title :	Managing Director
Address :	Plot No. 2, 1st Street, Sri Devi Nagar, Madambakkam, Chennai - 600126	Address :	Saileo Nagar, Poonthandalam, West Tambaram, Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Blunav Technologies Private Limited**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 16
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Blunav Technologies Private Limited
D3-02, IIT Madras Incubation Cell, IIT Madras Research Park, No. 32, Kanagam Road,
Tharamani, Chennai - 600113

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 25-Mar-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 25-Mar-2021 and the incubation shall expire on 24-Mar-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.



Disclaimer

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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **25th** DAY OF **MARCH-2021**.

Participant :	DocuSigned by: <i>Suseendar Marimuthu</i>	SSTIF :	DocuSigned by: 
Signature :	55E3BA08F80B48E...	Signature :	F1C53806B8D647B...
Name :	Suseendar Marimuthu	Name :	Naresh Raj K
Title :	CEO & Founder	Title :	Managing Director
Address :	D3-02, IIT Madras Incubation Cell, IIT Madras Research Park, No. 32, Kanagam Road, Tharamani, Chennai - 600113	Address :	Saileo Nagar, Poonthandalam, West Tambaram, Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Creasys Technologies LLP**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participant agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilutable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 2
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Creasys Technologies LLP
14, 2nd Floor, North Avenue Srinagar Colony
Saidapet, Chennai - 600015

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 14-Oct-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 14-Oct-2021 and the incubation shall expire on 13-Oct-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/ Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



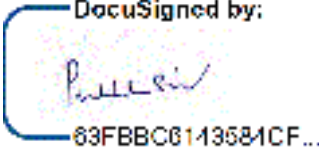
10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.

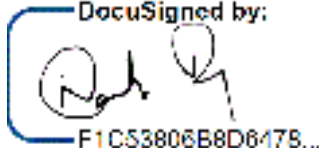


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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **14th** DAY OF **OCTOBER-2021**.

Participant : 
 Signature : 63FBBC6113581CF...
 Name : Pushkala Shiva Kumar
 Title : Designation Partner
 Address : 14, 2nd Floor, North Avenue
 Srinagar Colony
 Saidapet,
 Chennai - 600015

SSTIF : 
 Signature : F1C53806B8D6478...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Genik Research Institute**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 15
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Genik Research Institute
Plot No 5, Senthil Avenue Main Road,
Kamarajapuram, Chennai - 600073

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 12-May-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 12-May-2021 and the incubation shall expire on 11-May-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.



Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **12th** DAY OF **MAY-2021**.

<p>Participant :</p>	<p>DocuSigned by:  SSTIF</p>	<p>:</p>	<p>DocuSigned by: </p>
<p>Signature :</p>	<p>38705C019B2248E...</p>	<p>Signature :</p>	<p>F1C53806B8D6475...</p>
<p>Name :</p>	<p>Sai Ganesh C S</p>	<p>Name :</p>	<p>Naresh Raj K</p>
<p>Title :</p>	<p>Co-Founder and CEO</p>	<p>Title :</p>	<p>Managing Director</p>
<p>Address :</p>	<p>Plot No 5, Senthil Avenue Main Road, Kamarajapuram, Chennai - 600073</p>	<p>Address :</p>	<p>Saileo Nagar, Poonthandalam, West Tambaram, Chennai – 602109.</p>



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Hakate Technologies Private Limited**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 6
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

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Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
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If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Hakate Technologies Private Limited
2-114, Shanthi Nagar, Vanasthalipuram Kalvancha,
Hyderabad, Rangareddy, Telangana - 500070

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
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Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

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- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
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2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
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5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

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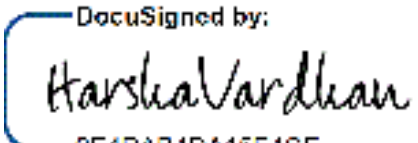
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18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
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20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.



Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **12th** DAY OF **MARCH-2021**.

Participant :		SSTIF :	
Signature :	9E1DAB1DA15E1CE...	Signature :	F1C53806B8D6478...
Name :	HarshaVardhan Reddy Kankanala	Name :	Naresh Raj K
Title :	Founder and Director	Title :	Managing Director
Address :	2-114, Shanthi Nagar, Vanasthalipuram Kalvancha, Hyderabad, Rangareddy, Telangana - 500070	Address :	Saileo Nagar, Poonthandalam, West Tambaram, Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Ideal Engineering Training and Consultancy Services**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 14
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Ideal Engineering Training and Consultancy Services
17, B1, Andavar Street, Avvai Nagar,
Choolaimedu, Chennai - 600094

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 04-Jan-2022 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 04-Jan-2022 and the incubation shall expire on 03-Jan-2024.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



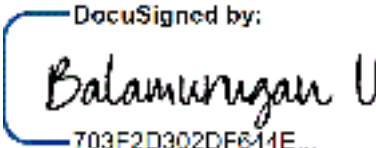
10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.

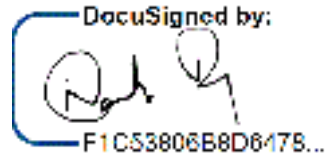


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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **4th** DAY OF **JANUARY-2022**.

Participant : 
 Signature : 703F2D302DF614E...
 Name : Balamurugan U
 Title : Director
 Address : 17, B1, Andavar Street,
 Avvai Nagar,
 Choolaimedu,
 Chennai - 600094

SSTIF : 
 Signature : F1C53806B8D6175...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **LMES Academy Pvt Ltd**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 5
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

LMES Academy Pvt Ltd
No: 10/A, Priya Nagar, 3rd cross street,
Jagadish Nagar Main Rd, Urapakkam - 603210

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 26-Mar-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 26-Mar-2021 and the incubation shall expire on 25-Mar-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



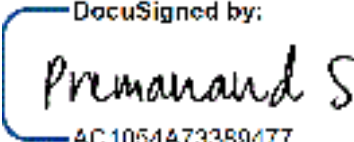
10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.

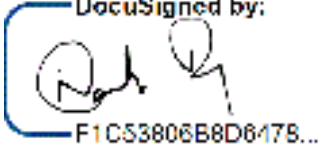


Disclaimer

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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **26th** DAY OF **MARCH-2021**.

Participant : 
 Signature : AC1054A73359477...
 Name : Premanand S
 Title : Founder and CEO
 Address : No: 10/A, Priya Nagar,
 3rd cross street,
 Jagadish Nagar Main Rd,
 Urapakkam - 603210

SSTIF : 
 Signature : F1C53806B8D6478...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Revo Technologies and Enterprises**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 7
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Revo Technologies and Enterprises
100B, 8th Street, Shanmuganagar,
Mannivakkam, Chennai - 600048

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 21-Jan-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 21-Jan-2021 and the incubation shall expire on 20-Jan-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

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- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
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2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
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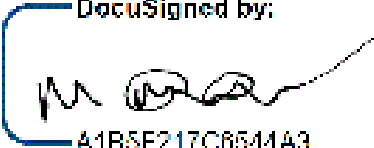
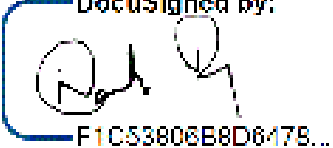
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12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.



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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **21st** DAY OF **JANUARY-2021**.

Participant :		SSTIF :	
Signature :	A1B5F217C6544A3...	Signature :	F1C53806B8D647B...
Name :	Mareeswaran M	Name :	Naresh Raj K
Title :	Founder and Proprietor	Title :	Managing Director
Address :	100B, 8th Street, Shanmuganagar, Mannivakkam, Chennai - 600048	Address :	Saileo Nagar, Poonthandalam, West Tambaram, Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Sanjmar Industries (OPC) Pvt Ltd**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 8
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Sanjmar Industries (OPC) Pvt Ltd
100B, 8th Street, Shanmuganagar,
Mannivakkam, Chennai - 600048

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 04-May-2022 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 04-May-2022 and the incubation shall expire on 02-May-2024.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



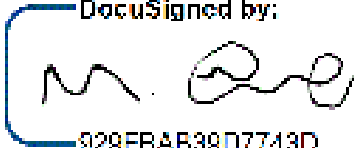
10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.

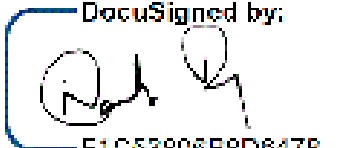


Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **4th** DAY OF **MAY-2022**.

Participant : 
 Signature : 029FBAB39D7743D...
 Name : Mareeswaran M
 Title : Founder and Director
 Address : 100B, 8th Street,
 Shanmuganagar,
 Mannivakkam,
 Chennai - 600048

SSTIF : 
 Signature : F1CS3806B8D647B...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Sasa Printwear Pvt Ltd**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 3
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Sasa Printwear Pvt Ltd
No. 33, Jai Nagar 3rd Street,
Valasaravakkam, Chennai - 600087

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 26-Mar-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 26-Mar-2021 and the incubation shall expire on 25-Mar-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



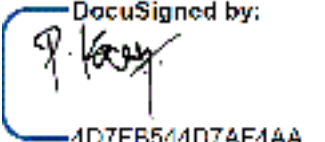
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11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.

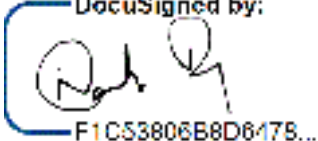


Disclaimer

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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **26th** DAY OF **MARCH-2021**.

Participant : 
 Signature : 1D7FB541D7AF1AA...
 Name : Karthikeyan P
 Title : Director
 Address : No. 33,
 Jai Nagar 3rd Street,
 Valasaravakkam,
 Chennai - 600087

SSTIF : 
 Signature : F1CS3806B8D6478...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Skycatch Bots**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 13
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Skycatch Bots
Sri Sairam Engineering College, Sai Leo Nagar,
West Tambaram, Chennai - 600044

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 19-May-2022 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 19-May-2022 and the incubation shall expire on 17-May-2024.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



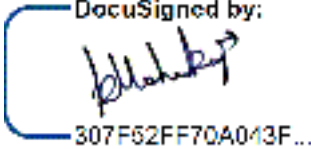
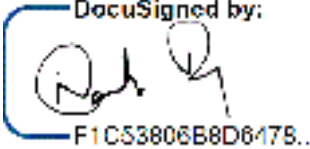
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13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.



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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **19th** DAY OF **MAY-2022**.

Participant :		SSTIF :	
Signature :	307F52FF70A043F...	Signature :	F1C53806B8D647B...
Name :	Mohanraj K	Name :	Naresh Raj K
Title :	Technical Lead	Title :	Managing Director
Address :	Sri Sairam Engineering College, Sai Leo Nagar, West Tambaram, Chennai - 600044	Address :	Saileo Nagar, Poonthandalam, West Tambaram, Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Sri Sai Fusion Techno Works**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.15000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to one month aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 10
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Sri Sai Fusion Techno Works
No. 82, Mangalapuri Nagar, Sidco Industrial Estate,
Thirumudivakkam, Chennai - 600132

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 26-Mar-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 26-Mar-2021 and the incubation shall expire on 25-Mar-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



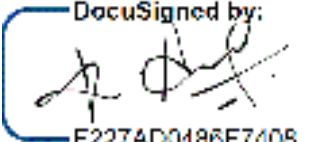
10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.

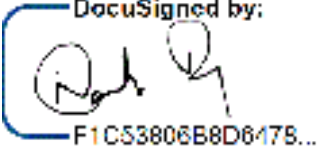


Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **26th** DAY OF **MARCH-2021**.

Participant : 
 Signature : E227AD0486E7408...
 Name : Avudaiyappan K
 Title : Managing Director
 Address : No. 82, Mangalapuri Nagar,
 Sidco Industrial Estate,
 Thirumudivakkam,
 Chennai - 600132

SSTIF : 
 Signature : F1C53806B8D6475...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Techno Raise Pvt Ltd**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participant agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive the benefits of the Program. Failure to do so will result in removal from the program and requiring reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilutable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 11
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

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We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Techno Raise Pvt Ltd
Sri Sairam Engineering College Campus, "H Block", Sai Leo Nagar,
West Tambaram, Chennai - 600044

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
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Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 04-Feb-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 04-Feb-2021 and the incubation shall expire on 03-Feb-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

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3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

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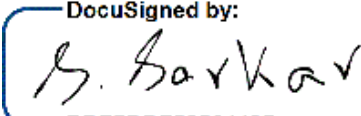
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16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
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 - Change in their Board of Directors
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18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
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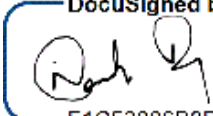


Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **4th** DAY OF **FEBRUARY-2021**.

Participant : 
 Signature : DBE7DDF5856443D...
 Name : Swagata Sankar
 Title : Founder and CEO
 Address : Sri Sairam Engineering
 College Campus,
 "H Block", Sai Leo Nagar,
 West Tambaram,
 Chennai - 600044

SSTIF : 
 Signature : F1C53806B8D6478...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Terabyte India**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 9
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Terabyte India
2/364/1, Palavanakudi, Kalainger Street,
Maruthampatinam, Tiruvarur - 610001

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 09-Jul-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 09-Jul-2021 and the incubation shall expire on 08-Jul-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.



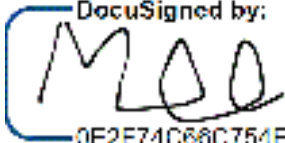
10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.

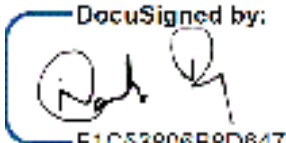


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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **9th** DAY OF **JULY-2021**.

Participant : 
 Signature : 0E2F74C88C754E0...
 Name : S S Madhav
 Title : Managing Director
 Address : 2/364/1, Palavanakudi,
 Kalainger Street,
 Maruthampatinam,
 Tiruvarur - 610001

SSTIF : 
 Signature : F1C53806B8D647B...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Universys Technologies**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 1
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Universys Technologies
14, 2nd Floor, North Avenue Srinagar Colony
Saidapet, Chennai - 600015

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 07-Jan-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 07-Jan-2021 and the incubation shall expire on 06-Jan-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

Exit

The resident company/Incubatee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
- Underperformance or in-ability to perform business as evaluated and decided by SSTIF on case to case basis
- Irresolvable promoters' disputes in opinion of SSTIF on case to case basis
- Violation of any Statute, rules and regulations of SSTIF in the opinion of SSTIF on case to case basis.
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Incubatee plans for a public issue in the opinion of SSTIF on case to case basis
- Change in promoters'/ founders' team in the opinion of SSTIF on case to case basis.
- Any other reason for which SSTIF may find it necessary for an incubatee resident company to leave.



Notwithstanding anything written elsewhere SSTIF's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

General Instruction

1. The Resident Company/Incubatee shall undertake Research & Development, Design/Testing, prototype development from SSTIF premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity.
2. The SSTIF address in SRI SAIRAM ENGINEERING COLLEGE, Chennai Campus cannot be used as the address of the Registered Office of the resident company/incubatee.
3. Subleasing or subletting of any kind of the space given by SSTIF is not allowed. Non-observance of this rule will result in immediate expulsion.
4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
5. The resident company/Incubatees are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

Sl. No	Name	Age	Sex	Full Time/Part Time	Qualification & Experience	Designation & Responsibility	Address	Signature

6. All the visitors to the SSTIF Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the SSTIF complex. They are required to return these passes/badges while leaving the building.
7. The space given at SSTIF complex is with furniture. Without the prior approval of the lay out plan from SSTIF they cannot undertake any modification work. After the completion of incubation, the space with furniture should be returned in the same condition as it was in the time of taking the occupying the space of SSTIF excluding normal wear and tear, decision of SSTIF in this regard will be final.
8. The resident company or Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by SSTIF.
9. All resident companies/Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of SSTIF. All the incubatee companies are required to keep a first aid kit in the space provided to them.





10. No resident company or its employee can display notices or signage except in the space or Boards provided for such signage by SSTIF.
11. It is the responsibility of all the resident companies and their employees to use the common facilities e.g., common area, fax & other machines etc. with due diligence and care.
12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
14. It will be obligatory for the resident company or incubatee to involve experts and/or use existing laboratory facilities during the developmental activities for mutual benefits. The consultancy charges payable to experts/ mentor will be according to the norms as laid down by SSTIF in this regard.
15. Notwithstanding any issue/dispute pending between the Company and SSTIF at the time of completion of the agreed tenure of incubation period, or if given an exit notice by SSTIF the incubatee must vacate the allotted space unconditionally.
16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.





Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **7th** DAY OF **JANUARY-2021**.

Participant : 
 Signature :  9FF81FD9550E10F...
 Name : Shiva Kumar S
 Title : Managing Director
 Address : 14, 2nd Floor, North Avenue
 Srinagar Colony
 Saidapet,
 Chennai - 600015

SSTIF : 
 Signature :  F1C53806B8D6478...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.



BUSINESS INCUBATOR PROGRAM AGREEMENT

This is an agreement between **Vidhai Art Space**, (Hereafter referred to as a Participant) and **Sri Sairam Techno Incubator Foundation** (Hereafter referred to as SSTIF) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the SSTIF for any expenditure done by SSTIF towards admittance of such Participant in the program.

General Rules

Details of payments and charges

The resident companies/Incubatees shall be charged Rs.5000 per month as a rental for the above-mentioned services. The SSTIF reserves the right to revise the rental at its sole discretion. In addition to this, the charges for the telephone facilities, fax, photocopying, lunch/coffee, shall be billed to the resident companies/Incubatees on actual costs incurred by SSTIF in this regard and taxes extra. Shall be payable strictly within seven days from the date of the communication in this regard.

Default in payment:

If the resident companies/Incubatees defaults to pay at any time any dues then they shall have the option to pay such dues at the time of exit with interest compounded quarterly or shall issue non-dilatable equity at the option of SSTIF.

Security Deposit:

The sum of Rs.15,000 (fifteen thousand only) or Equivalent to 3 months aggregate rent shall be paid by the resident companies/Incubatees to SSTIF as an interest free refundable security deposit by way of security for the due observance and compliance of the terms and conditions of this deed. The security deposit shall be returned by SSTIF subject to deduction of such sum as may be due and owing by the resident companies/Incubatees to SSTIF (including monies payable for restoration of the unit to its original condition, subject of course to reasonable wear and tear, if the resident companies/Incubatees has failed to do so within a period of 30 days after the return of vacant possession of the unit by the Company to SSTIF).



SSTIF may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

That SSTIF shall have lien on the assets of the resident company at the incubation center till such time that the resident company clears all the outstanding dues.

Incubator unit No	: 4
Work Stations	: Yes
Furniture	
Chairs	: Yes
Modular Desks	: Yes
Tables	: Yes
Network port for connectivity	: Yes
Telephone Facility Exclusive	: Yes
Internet Access Facility	: Yes
(Extra required more than given by SSTIF)	

Details of Facilities

The following services shall be provided to the resident companies/Incubatees by SSTIF:

In addition to these services, the SSTIF shall also make endeavours to provide the following common services to the resident companies/Incubatees:

- Library facilities
- Internet Facility (40Mbps Speed)
- Conference room with audio-visual facilities*
- Server space and Email facilities*
- Fax and photo copying facilities *
- Coffee/Tea, snacks, etc.*
- Class room *
- Auditorium*

These services shall be provided to the resident companies/Incubatees on a sharing basis, subject to availability. The rules and regulations for utilizing these services and the charges for the same shall be as intimated by the SSTIF to the Company from time to time.

**These facilities will be charged based on actuals.*



Employability

Minimum 30 % of employability/internship should be the Sairam group of Institution students.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between SSTIF and resident companies/Incubatees, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by SSTIF from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

Services

Below is a list of services (A to G) that SSTIF can provide to the Participant for a fee. Participant and SSTIF shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

- A. Business & Marketing Strategy Services
- B. Business Operation Services
- C. Legal Services
- D. New Media Marketing Services
- E. Traditional Marketing Services
- F. Accounting, Tax & Financial Management Services
- G. Training Services

Fees

SSTIF will charge the following fees to provide services to the resident companies/Incubatees. One-time non-refundable Incubation Membership Fee of INR 5,000 for the participant company.

Independent Advisors

Resident companies/Incubatees may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent



Advisors are not employees or agents of SSTIF, and they will not be bound by this Agreement or the other Participant Documents. Resident companies/Incubatees acknowledges and agrees that SSTIF shall not be held liable for the acts or omissions of these Independent Advisors.

No Guarantee of Results

Resident companies/Incubatees acknowledges and agrees that SSTIF cannot guarantee that Participant's business will succeed. SSTIF makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any Intellectual Property Rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue SSTIF or its employees, agents, contractors, or other representatives for any claim related to such matters.

Independent Contractor Status

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

Resident companies/Incubatees agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.



Non-transferable

Your right to use the Incubation Services is not transferable or assignable.

Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of SSTIF Incubator Services and the Content and Materials provided therein.

Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- SSTIF 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 Agreement.

General

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:



If to SSTIF:

Sri Sairam Techno Incubator Foundation
Saileo Nagar, Poonthandalam,
West Tambaram, Chennai - 602109

If to Participant:

Vidhai Art Space
No 39B, Heritage Homes, S1-B, 1st Main Road, Ram Nagar South,
Pallikaranai, Chennai - 600100

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns



Tenure of Incubation

The resident company/Incubatee will be permitted to incubate in SSTIF for a period of Eleven Months.

- The Resident company/incubatee has been using the facilities of SSTIF with effect from 18-Mar-2021 and is carrying out full-fledged activities as a Resident company/incubatee. SSTIF has been extending all the facilities of incubation from the said date.
- SSTIF will permit Incubatee Company to commence incubation in SSTIF with effect from 18-Mar-2021 and the incubation shall expire on 17-Mar-2023.
- The period of Incubation can be extended only by SSTIF at its discretion if a request is made by the company.

Arbitration

Any/all disputes between the resident company/incubatee shall be referred for arbitration to the person so nominated by the The Head of SSTIF under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Chennai.

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The resident company/Incubatee will be required to leave the incubator under the following circumstances:

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4. If an incubatee/resident company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to SSTIF in writing.
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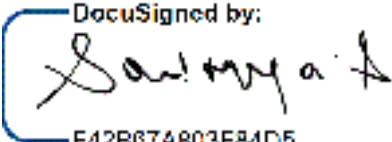
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12. The Resident company or incubatee shall be required to submit to the SSTIF an unaudited/audited financial statement before the 7th of every month to SSTIF office. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice.
13. The company should also inform SSTIF on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Incubatee is also obliged to submit to SSTIF one copy each of the Memorandum of Association, Articles of Association, and Annual Report (as and when approved by their Board of Directors).
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16. The resident company/Incubatees are required to keep the SSTIF informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the SSTIF.
17. The Resident Company/Incubatees are required to keep the SSTIF informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - disposal of assets
18. SSTIF reserves the right to release information regarding the Incubatee/the Incubation/the product or service to the media to promote SSTIF for non-commercial purposes.
19. All resident Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
20. On issues wherein no rules and/or byelaws are clearly defined, SSTIF Bangalore rules and/or byelaws shall prevail.

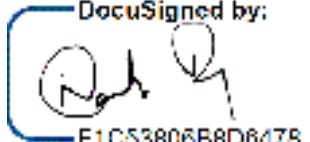


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IN WITNESS WHEREOF, THIS BUSINESS INCUBATOR PROGRAM AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON **18th** DAY OF **MARCH-2021**.

Participant : 
 Signature : F12B67A803F81D5...
 Name : Sowmya
 Title : Proprietor
 Address : No 39B, Heritage Homes,
 S1-B, 1st Main Road, Ram
 Nagar South,
 Pallikaranai,
 Chennai - 600100

SSTIF : 
 Signature : F1C53806B8D6478...
 Name : Naresh Raj K
 Title : Managing Director
 Address : Saileo Nagar,
 Poonthandalam,
 West Tambaram,
 Chennai – 602109.