



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) is made on this _____ (“Effective Date”) between **Vivekananda Incubation Foundation**, having its principal place of business at C/o Institute of Engineering & Technology (IET), Dr. Bhimrao Ambedkar University, Khandari Campus, Agra 282002 (hereinafter known as “ViF”)

And

Zoho Corporation Pvt. Ltd., including all its subsidiaries and affiliates, a Company incorporated under the laws of India and having its principal place of business at Estancia IT Park, Plot No. 140 & 151, GST Road, Vallancherry Village, Chengalpattu Taluk, Kanchipuram District 603 202, INDIA (hereinafter known as “Zoho”)

Zoho and ViF are each referred to as a “party” and collectively as “parties” throughout this MOU.

WHEREAS

1. ViF, help startup entities, early stage ventures and young entrepreneurs launch and scale innovative companies (“Startups”).
2. ViF has partnered with various service providers to provide power packed software tools and services to Startups at subsidized rates .
3. Zoho is in the business of developing, marketing and selling its proprietary software and related services to its customers (“Zoho Services”).
4. Zoho, with an intention to support the objectives of ViF has agreed to offer wallet credits to the Startups that are associated with ViF to purchase Zoho Services subject to the conditions, usage rights and limitations specified in Exhibit A (“Wallet Credits”).

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

COOPERATION BETWEEN THE PARTIES

The parties shall perform the following activities as part of this MOU:

1. ViF shall provide all necessary assistance and support to Zoho in enabling the Startups to use the Zoho Services. Actual mechanism of offering the Zoho Services to the Startups to be discussed and agreed between the parties.
2. Startups shall redeem the Wallet Credits to purchase Zoho Services subject to the conditions, usage rights and limitations specified in Exhibit A.



3. Zoho reserves the sole right to determine each Startup's eligibility to avail the Wallet Credits offered under this MOU.
4. ViF shall communicate the general terms and conditions with respect to the use of Zoho Services to the Startups.
5. Zoho shall be the point of contact for questions and clarifications from Startups relating to the use of Zoho Services.
6. ViF shall not promote or offer the Wallet Credits as an incentive or perk to purchase ViF's services or products targeted at Startups. Similarly, ViF shall not induce startups to join ViF 's program targeted at startups by offering the Wallet Credits as the sole benefit for Startups.
7. The parties understand and acknowledge that the Startups may choose to redeem the Wallet Credits at their sole discretion and that nothing in this MOU mandates all Startups to participate in the 'Zoho for Startups' program.

TECHNICAL SUPPORT

Zoho shall provide maintenance and support to the Startups with respect to their use of the Zoho Services in the same manner it provides maintenance and support to its other customers.

NO FINANCIAL BURDEN

The parties understand and agree that the terms and conditions of this MOU will be executed at no extra cost or financial burden on either party in respect of the transactions contemplated herein.

RELATIONSHIP OF PARTIES

This MOU does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EQUITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OVERHEAD, DAMAGES FOR LOSS OF GOODWILL, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.



TERM AND TERMINATION

The Term of this MOU shall commence as of the Effective Date and shall continue for a period of one (1) year. This MOU shall automatically renew for successive periods of one year each unless either party communicates its intention not to renew the MOU at least thirty (30) days prior to end of the then current term.

Termination for Breach: Either party may terminate this MOU for material breach of any of the terms of this MOU by the other party, if such breach is not cured by the other party within seven (7) days of written notice by such party informing the other party of such breach.

Termination for Convenience: Either party may terminate this MOU at any time with or without cause for convenience by providing the other party a written notice of termination thirty (30) days prior to the intended date of termination.

PUBLICITY

The parties shall make press releases and announcements and conduct events with respect to the objective contemplated under this MOU. The parties shall extend reasonable co-operation and assistance in all press release and related activities.

LICENSE TO USE TRADEMARKS

Zoho hereby grants ViF a non-exclusive, non-transferable license, without the right to sublicense, to use or display the Zoho trademark including the name Zoho and Zoho logo on ViF's website, press releases and other publicity materials; provided that any use of the Zoho trademark including the name and logo must be made in accordance with the trademark usage guidelines, if any, and be used solely for the purposes of this MOU.

ViF hereby grants Zoho a non-exclusive, non-transferable license, without the right to sublicense, to use or display ViF's name or trademarks on Zoho's website, press releases and other publicity materials; provided that any use of the ViF's trademark including the name and logo must be made in accordance with the trademark usage guidelines, if any, and be used solely for the purposes of this MOU.

LAW AND JURISDICTION

This MOU shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this MOU shall be submitted to the jurisdiction of courts in Chennai, India.



GENERAL

No modification to this MOU shall be binding, unless made in writing and duly signed by a duly authorized representative of each party.

The waiver by either party of a breach or default of any of the terms and conditions of this MOU by the other party shall not affect limit or preclude such party's right thereafter to enforce or compel strict performance of every term and condition hereof nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

If any provision of this MOU is held by a court of competent jurisdiction to be illegal, unenforceable or void, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes, tenor and effect of this MOU.

This MOU with all its Exhibit comprise the final understanding of the parties relating to the subject matter hereof and cancels all prior discussion or agreements, whether written or oral, between the parties.

THE PARTIES HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE EFFECTIVE DATE.

Vivekananda Incubation Foundation

Zoho Corporation Pvt. Ltd

Signed by: *Vk Saraswat*

Signed by: *Badrinath Rajan*

(Signature)

(Signature)

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Vivekananda Incubation Foundation

Signed by: Ataneja

(Signature)

NAME: _____

TITLE: _____

DATE: _____

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EXHIBIT A

Wallet Credit to purchase any Zoho Service subscription –

- (i) Startups based out of India can avail Wallet Credits upto 1.86 lakhs.
- (ii) The Wallet Credit shall be valid for a period of 360 days from the date of its issue.
- (iii) The Startups must be new Zoho users and should not have availed any other incentives or benefits offered by Zoho in the past in order to avail the Wallet Credit.
- (iv) The offering of Wallet Credits shall be subject to the terms and conditions specified by Zoho at the time of issuing the Wallet Credits.
- (v) The Wallet Credit can only be used for purchase of new subscriptions to Zoho Services, subsequent renewals, upgrades or purchase of add-ons.

Zoho Services:

Zoho offers a comprehensive suite of business software applications (<http://zoho.com/>) containing word processing, spreadsheets, presentations, note-taking, wikis, web conferencing, customer relationship management (CRM), project management, accounting, invoicing, and other applications.