

## XR Startup Program: Accelerator Terms and Conditions

**NO PURCHASE NECESSARY TO APPLY OR RECEIVE BENEFITS IN THIS PROGRAM. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING ACCEPTED OR RECEIVING BENEFITS. VOID WHERE PROHIBITED BY LAW.**

**PARTICIPANTS MAY BE REQUIRED TO EXECUTE PROGRAM ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN FIVE (5) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION (OR OTHER SPECIFIED TIMEFRAME IN NOTIFICATION) OR BENEFITS MAY BE FORFEITED (IN PROGRAM ENTITIES' SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.**

**BY APPLYING TO THIS PROGRAM, EACH APPLICANT AGREES TO THESE PROGRAM TERMS ("TERMS"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE APPLYING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROGRAM ENTITIES FROM THE APPLICANT (i.e., A REQUIREMENT THAT THE APPLICANT DEFEND AND/OR REIMBURSE PROGRAM ENTITIES FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF APPLICANT'S RIGHTS AND REMEDIES.**

**1. OVERVIEW:** XR Startup Program ("Program") is sponsored by the Partner (as defined below) applicable for each region listed below ("Sponsor") in collaboration with MeitY Startup Hub ("MSH") and supported by Facebook India Online Services Private Limited ("Meta"). Sponsor will run and manage the Program, including the selection of Participants (as defined below). Meta and the Partners are referred to herein as the "Program Entities". Eligible Businesses (defined below in the "Eligibility" section) must submit an Application, (defined below in the "How to Apply" section) between 9:00 AM Indian Standard Time ("IST") on 29 August 2022 and 11:59 PM IST on 28 September 2022 (the "Application Period"). Those selected and verified as Participants (as defined below) must complete the six (6) month Program (defined below) expected to start in approximately October or November 2022 (collectively the "Participation Period") as more fully described below. Final dates for the Participation Period will be determined by the Sponsors and communicated to selected Participants approximately 45 days from the end of Application Period. The Application Period and the Participation Period will be referred to collectively as the "Program Period".

<b>Region</b>	<b>Partner</b>
South	International Institute of Information Technology - Hyderabad Foundation
East	AIC SMU Technology Business Incubation Foundation (AIC-SMUTBI)
North	Foundation for Innovation and Technology Transfer (FITT)
West	Gujarat University Startup and Entrepreneurship Council (GUSEC)

**2. ELIGIBILITY:** This Program is open only to start-up businesses formed or associated with a legal entity formed under the laws of India (“Businesses”) that: (a) build products or solutions (software applications, services, hardware etc.) based on XR technologies; (b) have at least one (1) full-time founder; (c) are early-stage startups in prototype/minimal viable product/pre-revenue stage; and (d) are registered with Department for Promotion of Industry and Internal Trade (“DPIIT”) or eligible and willing to be DPIIT registered. See DPIIT eligibility conditions here: <https://www.startupindia.gov.in/content/sih/en/startupgov/startup-recognition-page.html>.

Applications must be filled out by the founder, owner, or person in a leadership position at the Business. Such individuals must be at least eighteen (18) years of age and authorized to act on behalf of the Business.

Limit one (1) Application per Business. In addition, employees, officers, directors, members, managers, agents, and representatives of the Program Entities, MSH, any other entities participating in the design, promotion, marketing, administration, or fulfillment of this Program, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies, members of steering committee, judges and their employers, employees, managers, agents and representatives (collectively, the “Released Parties”) and any family member or member of the same household (whether or not related) of any such persons are not eligible to apply or receive benefits in this Program. For purposes of this Program, the term “family members” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

Application to this Program constitutes Businesses’ full and unconditional agreement to and acceptance of these Terms and the decisions of Program Entities, which are final and binding in all matters.

**3. HOW TO APPLY:** To apply, eligible Businesses must visit one of the partner (“Partner(s)”) sites below (the “Site(s)”), which are also accessible through the MeitY Startup Hub website (MSH Portal) at <https://meitystartuphub.in/public/xr-startup-program> to agree to these Terms and fill out an application form (“Application”). Each Business who completes these steps is referred to herein as an “Applicant”. Applicants can fill out and submit the Program Application during the Application Period. Businesses are allowed to submit one (1) Application only. Ideally Businesses will choose the Partner which is closer to their region so that it is easier for them to attend events, etc. However, this is not a requirement. **Please note transportation costs will not be covered for events or other opportunities, so it is in Applicants’ best interest to apply in their region.**

Region	Partner	Site
South	International Institute of Information Technology - Hyderabad Foundation	<a href="https://cie.iiit.ac.in/xr-startup-program/accelerator.html">https://cie.iiit.ac.in/xr-startup-program/accelerator.html</a>

East	AIC SMU Technology Business Incubation Foundation (AIC-SMUTBI)	<a href="https://www.smutbi.com/xr/accelerator.html">https://www.smutbi.com/xr/accelerator.html</a>
North	Foundation for Innovation and Technology Transfer (FITT)	<a href="https://www.fitt-iitd.in/XRStartupProgram/Accelerator">https://www.fitt-iitd.in/XRStartupProgram/Accelerator</a>
West	Gujarat University Startup and Entrepreneurship Council (GUSEC)	<a href="https://gusec.edu.in/xr/accelerator.html">https://gusec.edu.in/xr/accelerator.html</a>

Applicants will be required to submit Applications available on above Sites (as the case maybe) and provide required information including:

- Startup Details
- A pitch deck (indicative format is mentioned in the Application form)
- Funds raised as of Application date

The Application and any other content submitted during this Program are collectively referred to as “Applicant Content.” All Applicant Content must comply with the “Submission Requirements” detailed in that section below and otherwise comply with these Terms.

The applicable Partner’s clock will be the official timekeeper for this Program. Applications must be submitted and received by the applicable Partner during the Application Period through the Partner’s Site and all participation must be in strict accordance with the instructions and restrictions on the Site(s) and in these Terms. For purposes of this Program, only Applications that are actually received and recorded through the partner sites on the related servers during the Application Period will be considered. Other proof of submitting or attempting to submit an Application (such as, without limitation, a printed, saved or copied automated receipt confirming application receipt, a “Thanks for submitting” screen or message) does not constitute proof of actual receipt of the Application for purposes of this Program. Those who do not abide by these Terms and the instructions of Program Entities and provide all required Applicant Content may, in Program Entities’ sole discretion, be disqualified. Applications or participation may not be acknowledged and will not be returned. Applications (or participation that does not qualify as an “Application”) that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Applications or participation made on behalf of an Applicant by a third party not affiliated or associated with that Applicant (as determined by Program Entities in their sole discretion) or originating through any commercial promotion subscription, notification, or entering services will be declared invalid and disqualified for this Program. No Released Party will have any responsibility or liability for any dispute regarding any Applicant. In the event that any dispute regarding an Application or Applicant (including those regarding the identity or members of an Applicant Business or any Applicant’s rights in the pitch deck or other Applicant Content) cannot be resolved to Program Entities’ satisfaction, the Application will be deemed ineligible and

the Applicant disqualified. As a condition of applying to the Program, without limiting any other provision in these Terms, each Applicant gives consent for Program Entities and its agents to obtain and deliver their name, address and other information (without any limitation) and Application to third parties for the purpose of administering this Program and complying with applicable laws, regulations, and rules. APPLICATIONS MAY NOT BE ACKNOWLEDGED, WILL NOT BE RETURNED AND, IN FACT, MAY BE DESTROYED. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF THE APPLICATION. ANY APPLICATION THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE TERMS MAY, IN PROGRAM ENTITIES' SOLE DISCRETION, BE DEEMED INELIGIBLE.

**4. SUBMISSION REQUIREMENTS:** Applicant Content must meet all of the following requirements, as determined by Program Entities in their sole discretion, or the associated Application Participant may be disqualified:

- All Applicant Content must be in English.
- Applicants must have all necessary permissions and rights to submit the Applicant Content in this Program and agree to provide Program Entities with written confirmation of those permissions and rights within the timeframe requested, if requested.
- If the Applicant Content or any element thereof is the subject of a complaint by a third party the related Application or any aspect of it may be disqualified and removed.
- If Applicant Content identifies any person or third party other than Applicant, Program Entities, and companies identified by Program Entities, Applicant must have all necessary permissions and rights from the individual identified (and their parent or legal guardian, if a minor) and agrees to provide Program Entities with written confirmation of those permissions and rights within the timeframe requested, if requested.
- The Applicant Content may NOT create or imply any association between Program Entities and any individual, entity, or anyone else or his, her, or its products or services.
- Other than Applicant and Program Entities, and companies identified by Program Entities, Applicant Content must NOT identify, reference, or depict any other company or its brands, products, or services.
- Other than Applicant's own or licensed property or the names, marks and logos of the Program Entities or companies identified by Program Entities, Applicant Content must NOT contain any commercial or corporate advertising (including, without limitation, corporate logos, brand names, and slogans), recognizable branded products, or commercial artwork.
- All aspects of the Applicant Content must be originally created by and solely owned by or licensed to the Applicant (alone or together with Business employees identified at the time of initial application) or be in the public domain. All third party content and content unoriginal to the Applicant (alone or together with Business employees identified at the time of initial application) that is not in the public domain is prohibited.
- Applicant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, including moral rights, patent, trademark, trade secret, or right of privacy or publicity.
- Applicant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous,

disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, any Released Party, or any third party.

- Applicant Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules or regulations.
- The Applicant Content must be suitable for presentation in a public forum and shall be true, accurate and updated.
- The Applicant Content must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Program Entities' or any other products or services.
- Applicant agrees that their participation in the Program and agreement to these Terms and any Released Party's reproduction, display, and use of the Applicant Content in accordance with these Terms will not violate any agreement to which Applicant is a signatory or party.
- Applicant agrees to indemnify the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of the Applicant Content authorized under these Terms.

Program Entities reserve the right in their sole discretion to disqualify from the Program any Applicant whose Application refers, depicts, or in any way reflects negatively upon a Released Party, the Program, or any other person or entity or does not comply with these Terms, including any of the above Submission Requirements.

**5. PARTICIPANT SELECTION/NOTIFICATION:** Each Partner will establish a three (3)-member panel (including two (2) members who are not affiliated with that Partner) to evaluate the applications and select the Participants. At the end of the Application Period, eligible Applications will be evaluated by the applicable Partner and then discussed with the steering committee established by Meta in collaboration with MSH using the criteria (the "Criteria") listed below.

Criteria	Weight
Does the product/solution have a high degree of innovation/novelty, compared to any existing products/solutions?	33.3%
Will the product, if commercialized, achieve a positive societal, economic, environmental impact and business opportunity at scale?	33.3%
Capability and potential of the team in XR technology.	33.3%

In the event of a tie between two Applicants for one spot, capital raised from external sources will be considered.

**Shortlist Applicants:** Each Partner will evaluate and select up to fifteen (15) eligible Applicants according to the Criteria to be "Shortlist Applicants" subject to verification and compliance with any and all of Program Entities' requirements. Partners will send the Shortlist Applicants to the steering committee established by Meta.

**Selection of Participants:** The steering committee established by Meta will work with each Partner to evaluate Shortlist Applicants according to the Criteria and select ten (10) “Participants” for each Partner to receive the Program Benefits (described below), subject to verification.

Program Entities reserve the right to contact Applicants or visit their place of business at working hours for verification purposes and administration of the Program at any time. All Program Entities’ decisions are final and binding in all matters relating to this Program. Each Applicant acknowledges that other Applicants may have created ideas and concepts contained in their Application that may have familiarities or similarities to their Application and that they will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities. Participants will be chosen as specifically described, and not using any random drawing or method incorporating chance. Partners will attempt to notify by email, phone or other means (as determined by Partners in their sole discretion) the Participants approximately within 45 days from the end of Application Period.

Each potential Participant in this Program, may be required to complete, execute, have notarized (if applicable), and return a Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law), tax documents, and related Program-participation documents (collectively, “Program Documents”) within the time frame specified and in the form provided by Program Entities, without revision, or participation in the Program and any benefits may be forfeited. If any Applicant refuses to comply with the foregoing requirements and other requirements of Program Entities, their Application may be disqualified at any time in Program Entities’ sole discretion with no liability or responsibility to the respective Applicant or any individual within that Applicant, even if other employees or members of the Business have complied with the requirements. The Program Documents, if applicable, must be received by Program Entities within five (5) days of Program Entities sending the documents (or other time frame as stated in the Program Documents) or the benefits may be forfeited and an alternate Participant selected. If any notification or other Program-related communication is returned as undeliverable, or if a selected potential Participant cannot be reached or does not respond as instructed after Program Entities has attempted to notify that potential Participant, that selected Participant may be disqualified and an alternate Participant may be selected (time permitting and in Program Entities’ sole discretion). Program Entities reserve the right to modify the notification procedures in connection with the selection of any alternate Participant, if any. The Program Documents are subject to verification by Program Entities. Program Entities will not be obligated to pursue more than three (3) alternate Participants (time permitting) for any reason.

**7. PROGRAM BENEFITS:** The ten (10) Participants selected by each Partner, subject to verification, will each receive benefits which consists solely of the following (“Program Benefits”):

1. A grant of INR 20,00,000 provided during the course of 6 month accelerator program
2. Mentorship by industry experts.
3. Access to established industry experts as well as potential strategic partners, investors
4. Opportunities to participate, make presentation during various events/roundtables

5. Possible access to appropriate technology and infrastructure (subject to availability)

**All the Program Benefits mentioned above shall be made available to the selected participants by the respective Partners who selected the Participant. Meta is not responsible for providing any Program Benefits or compensation whatsoever to the selected Participants. Participants selected to receive Program Benefits as part of the Program agree to use the Program Benefits in accordance with applicable laws and solely for the purposes stated in these Terms and as detailed on the Partner Site(s). Participants also agree not to use the Program Benefits in any way, directly or indirectly, in violation of applicable export control laws or trade sanctions, or in any way would constitute bribery or an illegal kickback, an illegal campaign contribution, or would otherwise violate any applicable anti-corruption, political activity, economic sanctions, or other laws.**

**Selected Participants agree to travel for events necessary for the Program. Travel costs will typically NOT be covered by the Program Entities.**

The Released Parties are not responsible for any acts, omissions, representations, inability or unwillingness of any Applicants or selected Participants to accept or use the Program Benefits (or portion thereof) for any reason. Any Benefit elements delivered by mail/courier will only be sent to the applicable Participant's address within India. Program Benefit details not specifically stated in these Terms, will be determined in Program Entities' sole discretion. To the fullest extent permissible under applicable law, all taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes), as well as any expenses arising from acceptance or use of the benefits and not specified in these Terms as being provided as part of the benefits, are the sole responsibility of each Participant. Program Entities are not responsible for and will not replace any lost, mutilated or stolen benefits or element of any benefit that is undeliverable or does not reach a Participant because of incorrect or changed contact information. If a Participant does not accept or use all of the benefits for any reason, the unaccepted or unused part of the benefits will be forfeited and Program Entities will have no further obligation with respect to that benefits or portion of the benefits. No transfers, benefits substitutions, or cash redemptions will be made, except at Program Entities' sole discretion. Program Entities reserve the right to substitute any stated benefits or any component thereof with another benefits or component of equal or greater value for any reason. No more than the stated benefits will be given. Participants waive the right to assert as a cost of winning the benefits, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said benefits.

**8. LICENSE:** Each Applicant will retain ownership of and all intellectual and industrial property rights to their Applicant Content; provided that, as a condition of participation, Applicants agree that the Program Entities shall have a perpetual, irrevocable, world-wide, royalty-free, transferable, sublicenseable right to use, copy, distribute, modify and make publicly available Applicant Content for the purposes of the operation, conduct, administration, and promotion of the Program, for internal research and development purposes, and for any marketing or

promotional purposes, without further review, notice, approval, consideration, or compensation beyond the opportunity to receive Program Benefits in this Program.

You agree to sign any necessary documentation that may be required by Sponsor, or their designees to make use of the rights you granted herein. Nothing in these Terms shall be construed as granting you any right or license under any intellectual property right of Meta or its products or services.

By applying, except where prohibited by law, each Applicant grants to the Released Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, and distribute Applicant Content in perpetuity and in any medium (including online and digital media) in any language, throughout the world, for the purposes of evaluating Applications and administering and marketing the Program. Each Applicant further grants to the Released Parties (and their agents, successors, and assigns) a non-exclusive, irrevocable, worldwide, transferable and sublicensable right and license to use their trade names and trademarks (including logos) in connection with this Program.

Each Applicant hereby acknowledges and agrees that the relationship between the Applicant and each of the Released Parties is that of an independent contractor and is not a confidential, fiduciary, or other special relationship, and that the Applicant's decision to submit an Application for purposes of the Program does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Application, other than as set forth in these Terms. Each Applicant understands and acknowledges that the Released Parties have wide access to ideas, applications, text, images, and other materials. Each Applicant also acknowledges that many ideas may be competitive with, similar to, or identical to their Applicant Content and/or each other in idea, function, components, format, or other respects. Each Applicant acknowledges and agrees that such Applicant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material that has or may come to such Released Party from other sources. Each Applicant acknowledges and agrees that Released Parties do not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Applicant's patent, copyright or other proprietary rights in and to their Application. Each Applicant acknowledges that, with respect to any claim by Applicant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Application or other material submitted in connection with the Program, the damage, if any, thereby caused to the applicable Applicant will not be irreparable or otherwise sufficient to entitle such Applicant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party bot, application, service or other property, and Applicant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

**9. LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: NOTHING IN THESE TERMS LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR**

WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID (“NON-EXCLUDABLE GUARANTEES”). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE RELEASED PARTIES EXCLUDE FROM THESE TERMS ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH APPLICANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (I.E., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR GIVING OF A BENEFIT OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PROGRAM- OR BENEFITS-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF PROGRAM ENTITIES OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH PARTICIPANT AGREES THAT THE BENEFITS ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE BENEFITS, AND AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

**10. ADDITIONAL DISCLAIMERS:** The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, Applicant, or human error (except to the extent that any of the following occur for reasons within Program Entities’ reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Applications made by illegitimate means (such as, without limitation, by an automated computer program); any lost, late, incomplete, illegible, incomprehensible, mutilated, or misdirected email, or Program-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Program-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Program or the processing of Applications; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Applicant’s participation in the Program or receipt or use of any Program Benefits. Released

Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive, email or voice messages. Released Parties are not responsible, and may disqualify an Applicant, if any contact information provided by the Applicant does not work or is changed without giving prior written notice to Program Entities. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any Applicant or Participant (or any person claiming through such Applicant or Participant) for failure to supply a Program Benefit or any part thereof in the event that any of the Program activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Program Entities in their sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

**11. GENERAL RULES:** By applying to this Program (except where prohibited by law), each natural person agreeing to these Terms as part of an Application grants the Released Parties the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, biographical information, any quotes attributable to them, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each such person releases all Released Parties from any and all liability related to such authorized uses. Nothing contained in these Terms obligates Program Entities to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

Program Entities' decisions will be final and binding in all matters relating to this Program, including interpretation of these Terms, selection of the Participants, and giving of the benefits. All Participants, as a condition of applying, agree to be bound by these Terms and the decisions of Program Entities. Failure to comply with these Terms may result in disqualification from the Program. Participants further agree to not damage or cause interruption of the Program and/or prevent others from participating in the Program. Program Entities reserve the right to restrict or void participation from any IP address, email address or domain, or device if any suspicious Application and/or participation is detected. Program Entities reserve the right, in their sole discretion, to void Applications or other participation by any person or entity who Program Entities believe has attempted to tamper with or impair the administration, security, fairness or proper play

of this Program. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Program Entities in their sole discretion. Participants waive any right to claim ambiguity in the Program or these Terms. If Program Entities determine (at any time and in their sole discretion) that Participant or potential Participant is disqualified, ineligible, in violation of these Terms, or engaging in behavior that Program Entities deem obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Program Entities reserve the right to disqualify such Participant or potential Participant, even if the disqualified Participant or potential Participant may have been notified or displayed or announced anywhere. Program Entities' failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Program is not capable of running as planned for any reason, Program Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Program. In such instance, the Partners will give the Program Benefits based on eligible Applications received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Program Entities. If any person supplies false information, participates or submits Applications by fraudulent means, or is otherwise determined to be in violation of these Terms in an attempt to obtain a benefit, Program Entities may disqualify that person (and any Applicant on the behalf of which such person participated in the Program) and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding an Application cannot be resolved to Program Entities' satisfaction, such Application will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, PROGRAM ENTITIES MAY DISQUALIFY ANY APPLICANT MAKING SUCH ATTEMPT AND RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

**12. DISPUTES/GOVERNING LAW:** Except where prohibited by law, any and all disputes, claims, and causes of action between an Applicant and any Released Party arising out of or connected with this Program, the determination of any Participant, or any benefits received must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an Applicant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the Applicant's actual out-of-pocket expenses (if any), not to exceed INR 1,000, and each Applicant further waives all rights to have damages multiplied or increased.

This Program and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of India, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the

laws of any jurisdiction. Any legal actions, suits or proceedings related to this Program (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over India, and each Applicant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Program.

**13. TERMS/WHO WAS ACCEPTED?:** During the Program Period, the Terms will be available by visiting the MeitY Startup Hub Website (MSH Portal) at <https://meitystartuphub.in/public/xr-startup-program> and the Partner Sites listed below:

Partner	Site
International Institute of Information Technology Hyderabad Foundation	<a href="https://cie.iiit.ac.in/xr-startup-program/accelerator.html">https://cie.iiit.ac.in/xr-startup-program/accelerator.html</a>
AIC SMU Technology Business Incubation Foundation (AIC-SMUTBI)	<a href="https://www.smutbi.com/xr/accelerator.html">https://www.smutbi.com/xr/accelerator.html</a>
Foundation for Innovation and Technology Transfer (FITT)	<a href="https://www.fitt-iitd.in/XRStartupProgram/Accelerator">https://www.fitt-iitd.in/XRStartupProgram/Accelerator</a>
Gujarat University Startup and Entrepreneurship Council (GUSEC)	<a href="https://gusec.edu.in/xr/accelerator.html">https://gusec.edu.in/xr/accelerator.html</a>

Information about selected Participants who confirm their acceptance to the Program will be published on the Partners' Sites approximately within 60 days from end of Application Period.