

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (the, “**Agreement**”) is executed at Janakpuri, Delhi on \_\_\_\_\_ (“**Execution Date**”).

### **BY AND BETWEEN**

M/S \_\_\_\_\_, a company incorporated under the Companies Act, 2013 having its registered address at \_\_\_\_\_ 122002, Haryana, India (hereinafter, referred to as “**Spring House**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **FIRST PART**;

### **AND**

\_\_\_\_\_ represented by \_\_\_\_\_ to be incorporated as a company having its address \_\_\_\_\_ bearing pan \_\_\_\_\_, Aadhar \_\_\_\_\_ and Mobile \_\_\_\_\_ (hereinafter referred to as the “**Client**” which expression shall, unless repugnant to the subject or context include its successors and permitted assigns, as the case may be) of the **SECOND PART**.

Spring House and Client are individually referred to as a “**Party**” and collectively as “**Parties**”.

### **I. NATURE OF THE AGREEMENT**

The Client is desirous of entering into this Agreement with Spring House, for the purpose availing services and office spaces (“**Services**”) located at B1/639 A, Janakpuri, West Delhi, Delhi 110058, India (hereinafter referred to as the “**Premises**”). The Parties are aware that no tenancy, right, title or interest and or possession whatsoever is created or intended to be created by this Agreement in favour of the Client and Premises shall remain in the possession and control of Spring House.

### **II. DURATION OF THE AGREEMENT**

This Agreement shall be effective from the Execution Date \_\_\_\_\_ (after Spring House receives the deposit of membership fee and refundable security deposit) and shall continue to be in force for a period of 11 months or if it is terminated, whichever is earlier, in consonance with the terms of this Agreement (“**Term**”).

### **III. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE**

The Services are offered to the Client, qualified on the acceptance without modification, of the terms and conditions, contained in this Agreement. Client’s use of the Services constitutes its agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or enters into a contract, in writing or online, on behalf of the Client, represents that such person is authorized to accept these terms on behalf of its Company/employer's. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these

terms, SpringHouse reserves the right to terminate the Services to the Client immediately and seek all remedies available by law and in equity for such violations.

#### IV. USAGE OF ADDRESS

The Client may use the address for its business correspondence. The Client may also use the address for obtaining GST & Bank Account. The Lessee/Client bears the responsibility for compliance with all the necessary provisions of all relevant laws.

The Lessee/Client is not permitted to avail any credit facility, whether relating to any loans or any other forms of credit line, on this address either directly or indirectly.

The Lessee is not permitted to use the office address to purchase/rent/lease any vehicles including Fuel and Non-Fuel (Electric) vehicles.

The Lessee is not permitted to use the office address to obtain any Import-Export licenses, Labour/shop and Establishment Acts.

#### V. RENT/SUBSCRIPTION FEES

Rent /Subscription fees is payable in advance. Any dues in the rent/subscription fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, an additional 5% penalty per day on any delayed/late payment of Rent/Subscription Fees shall be levied on the Client.

#### VI. USAGE DETAILS

Client's Office Address: \_\_\_\_\_ lia

Term Duration: 11 months

Rent/Subscription Fee: paid in advance

End Date: \_\_\_\_\_

Deposits: Equivalent to advance fee (Inclusive of Taxes)

#### VII. MAIL HANDLING

The Client may receive registered and certified mails ("**Packages**") at the "Address". SpringHouse shall receive such Packages up to 10 items per month free of charge on behalf of the Client. For any additional Packages, SpringHouse shall charge a handling fee of Rs.10 per package. The Client may pick up the mails from the location free of cost. SpringHouse is not liable for any loss, damage or non-collection of mails within 30 days from receipt date.

In the alternative, the Client may request SpringHouse to deliver the said Packages to its physical address. For that, Client will have to pay for shipping and handling fees. SpringHouse shall determine the shipping fees and send an invoice to the Client. SpringHouse shall only ship the Packages upon receiving the shipping fees.

## **VIII. INDEMNITY**

The Client shall solely be responsible for compliance with all the necessary provisions of the Companies Act/other relevant laws and hereby agrees to indemnify and keep and hold SpringHouse fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this Agreement or arising from any breach of rules and regulations of any applicable law. The Client shall defend, indemnify and hold harmless, SpringHouse and each of its affiliates from and against any claims, costs, losses, damages, judgments, penalties, interest, and expenses (including attorneys' fees) arising out of (a) breach of any provision of this Agreement by the client; (b) Misrepresentation by the client to SpringHouse or third parties; or (c) Anything did or omitted to be done through the negligence or otherwise, default or misconduct of the client or its officers, directors, employees or agents; (d) Breach of the third party Intellectual Property right.

## **IX. TERMINATION OF SERVICE**

- i. The Client may terminate this Agreement after providing a notice period of one (1) month, not before 2 months from the date of agreement expiry at any time.
- ii. Services shall be automatically terminated on the expiry date unless the subscription is renewed by the Client. Upon Termination of the account, the Client must cease the use of Address and any Phone Numbers issued immediately from all places including but not limited to business cards, websites, stationery, advertising material, licenses, certificates, etc.
- iii. If the client has used the Address for Registration with ROC, GST Authority, Banks, etc., it has to change the address within 30days after the termination of service. SpringHouse reserves the right to take action against those who are found in breach of this requirement.
- iv. Upon all such changes made to the Address, the Client shall share the proof of such changes made.
- v. SpringHouse may decide to terminate the service with a notice period of one month.
- vi. SpringHouse reserves the right to terminate the Services and this Agreement without notice for any Client whose activity might adversely affect SpringHouse' reputation, any normal operation or any legal violation or misconduct on part of the Client.
- vii. SpringHouse may terminate the service anytime in case Client violates any clause in this Agreement (as elucidated in Clause X), or Client's activities are reported to be fraudulent, or if any act or omission of the Client which is deemed to be prejudicial to the interests of the service provider as may be determined by the service provider in its sole discretion.

## **X. NATURE OF BUSINESS**

The Client has to explain its nature of business in writing as part of this Agreement. The Client warrants that it shall not carry or undertake any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of Service Provider whether directly or indirectly for any such purpose or purposes. In the event the Client changes the nature of its business, it must notify the Service Provider in writing.

## **XI. LIABILITY**

Spring House shall not be liable for any loss sustained as a result of of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of SpringHouse interest in the building containing the office. Spring House does not accept liability for actions, services of/by third parties in any way whatsoever, including delays & Non-receipt of messages or communication due to delays or failures in the email, SMS or fax systems, Phone, courier or postal service. Further, Spring House shall not be responsible or liable to the Client for any loss or damage resulting to Client by reason including but not limited to flood, fire, hurricane, pandemic, lockdown, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond the reasonable control of Service Provider.

The Client shall not be liable for any consequences which may arise in proceedings related to the service provider's property disputes, proprietary rights concerning patents, copyrights & trademarks, failure to comply, and/or breach of any rules and regulations of applicable laws.

## **XII. CONFIDENTIALITY**

The terms of this License are confidential. Neither Party may disclose them without the other's written consent unless required to do so by law or an official authority. This obligation continues after this Agreement ends.

## **XIII. OWNERSHIP**

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Services are wholly owned by the Spring House and/or its licensors and service providers except where expressly stated otherwise. This is not a lease document. Client agrees that the client is not the owner of any phone number assigned to them by Service Provider. Upon termination of account for any reason, such number may be re-assigned to another Client.

## **XIV. ASSIGNMENT**

No rights, liabilities or obligations under this Agreement shall be assigned by the Client hereto without the prior written consent of Spring House. Spring House may assign this Agreement to any of its subsidiaries or affiliates or any third party it so desires.

## **XV. ENTIRETY**

This Agreement supersedes all prior discussions and agreements between the Parties and contains the entire agreement between the Parties hereto with respect to the subject matter hereof.

## **XVI. RELATIONSHIP**

Nothing contained in this Agreement shall be construed or deemed to create any association, agency, partnership or joint venture or employer-employee relationship in any manner whatsoever between the Parties.

## **XVII. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

Any dispute under this Agreement shall be in first place resolved amicably by way of a discussion and mutual understanding between the Parties at New Delhi and should they both fail to resolve the dispute within 30 (thirty) days from the dispute being referred to them, such dispute or claim shall be

referred for Arbitration under the Indian Arbitration & Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall be composed of a sole arbitrator to be appointed by mutual consent. The seat of Arbitration will be at New Delhi, the proceedings of the arbitration shall be in English and the expenses of the proceedings shall be borne equally by both the Parties.

This Agreement shall be governed by and construed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction over the matters arising out of this Agreement.

**XVIII. TIME IS OF ESSENCE**

Time is of the essence in the performance of the Parties' respective obligations.

*[Signature Page to Follow]*

**SAMPLE**

\_\_\_\_\_ THIS IS A FORMAL AGREEMENT ELUCIDATING THE TERMS AND CONDITIONS OF SPRINGHOUSE. I HAVE READ ALL TERMS AND CONDITIONS AND THEREFORE I AGREE TO THE SAME UNCONDITIONALLY.

**For Client:**

Signature :

Name :

Designation/Title :

Date of Sign :

**For Spring House:**

Signature : .....

Name : .....

Designation/Title : .....

Date of Sign : .....

SAMPLE

**Witness 1:**

Name:

Contact No:

Aadhar Card No:

**Witness 2:**

Name:

Contact No:

Aadhar Card No: