Service Level AGREEMENT

This License Agreement ("**Agreement**") is made on the _____

BETWEEN

---------- (hereinafter referred to as "**Service Provider**") having its office at ----------

AND

---------- through its Director / Authorised signatory, ----------, address ---------- with PAN ----------**,** herein after referred to as **"Client" (KYC is attached)**

(Both the Client and the Service Provider are hereinafter collectively referred to as the Parties.)

WHEREAS the Service Provider owns and is in the possession of the property situated at ----------(hereinafter referred to as the "**Premise**").

THE PARTIES AGREE AS FOLLOWS:

1. ***Term***. **11 Month wef** ---------- **(_____)** ("**Term**"), subject to earlier termination as provided in this Agreement.

2. ***Nature of the Agreement***. Client is interested in availing the office services set out in this Agreement ("**Services**") at the Premise for duration of the Term subject to terms hereinafter. The whole of the Premise remains the property of the Service Provider and remains in the Service Provider's possession and control. This Agreement is personal to Client and the rights and liabilities arising from this Agreement cannot be transferred to anyone else. Service Provider may transfer the benefit of this Agreement and its obligations under it at any time.

3. ***Acknowledgement and Acceptance of Terms of Use***. The Services are offered to Client conditioned on 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 Service, or enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or on third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the cur Services, including the release of new resources and services. In the case of any violation of these terms, Service Provider reserves the right to cancel Services to Client and seek all remedies available by law and in equity for such violations, provided such breach/violation of terms is not terminated within 15 days from

SAMPLE

receipt of a written notice from the Service Provider.

4. ***Usage of Address***. The Client may use the address for business correspondence. The Client can use it as a "Principal Place of Business Address" for any licenses / GST Registrations in the state. Additionally, the Client is permitted to use the address of the designated center as their registered office address.

5. ***Service Fees.*** Service fees of INR---------- plus taxes for the entire Term has been paid by the Client in advance. Any dues in the Service fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, Client has to pay an additional 2% penalty every month, the payment amounts due on Service fees.

6. ***Refund Policy***. Any service renewal payment is not eligible for refund.

7. ***Mail Handling***.

   (a) Client can receive registered and certified mails at the Premise.

   (b) Service Provider can receive up to 20 letters or packages per month free of charge for Client. For additional letters or packages, Service Provider will charge a handling fee of Rs.10per letter / package. Service Provider will not accept packages more than 5 Kg of weight or 1cubic feet size. Client can pick up the mails from the location free of cost. Service Provider is not liable for any mails not collected within 30 days from receipt date.

   (c) Client can ask Service Provider to send the package / letter to its physical address. For that, Client will have to pay for shipping and handling fees. The Service Provider will determine the shipping fees and send an invoice to the Client. If the Deposit Amount is paid by the Client, Service Provider will deduct the shipping fees from it. If there is no Deposit Amount, the Service Provider will ship the item only after payment of the shipping fees.

8. ***Indemnity***. The Client shall be responsible for compliance with all the necessary provisions of the Companies Act / other relevant laws, and hereby agrees to indemnify and keep and the hold Service Provider fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses which actually arise as a consequence of or out of this Agreement or arise from any breach of rules and regulations of any applicable law.

SAMPLE

9. ***Termination* of Service**.

(a) Client may decide to terminate this Agreement at any time. The Service will be automatically terminated on the completion of the Term unless the subscription is renewed. Upon termination of the account, the Client must cease the use of Premises and any Phone Numbers issued IMMEDIATLEY from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc. If the client used the Address for Registration with ROC, GST Authority, Banks etc., it has to change the address within 30 days prior to termination of service, failing which this agreement will be deemed renewed on prevailing terms and the client will be liable to make payments. Service Provider deserves the right to take action against those who are found in breach of this requirement.

(b) The Service Provider reserves the right to terminate the service and this agreement without notice for any Client whose activity might adversely affect Service Provider reputation or Service Provider's normal operation. Service provider will terminate the service anytime incase Client violates any clause in this agreement, or Client's activities are reported to be fraudulent.

10. ***Nature of Business***. Client has to explain its nature of business in writing in Annexure 1 (*Details of Client's Business*) of this Agreement. The Client agrees with Service Provider not to carry on 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. If the Client changes nature of business, it must notify the Service Provider in writing.

11. **Head Lease**

The Licensee acknowledges that License is subject to the Head-lease/ License under which Licensor holds the Centre and the Licensee further agree that this License is dependent and conditional upon the Head-lease/ License and that if the Head-lease/ License is terminated for any reason, this License shall also immediately terminate without prejudice to any antecedent rights and the security charges would be refunded.

12. **Identification Documents**

The Licensee agrees to provide all documents, pertaining to the identification of the Company (mentioned in the License) and of the person (executing the License), as deemed relevant by Licensor, for the purpose of verification of legitimate existence of the business. Licensee authorizes Licensor to conduct verification of legitimate existence of Licensee's business and/ or standard business verification to execute the License.

13. ***Liability***. Service Provider will not be liable for any loss sustained as a result of Service Provider failure to provide a Service as a result of any software glitches, mechanical breakdown, strike, loss of electric power, or termination of Service Provider interest in the building containing the office. The Service Provider does not accept liability for actions, services of/by third parties in anyway 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, the Service Provider shall not be responsible or

SAMPLE

liable to the Client for any loss or damage resulting to the Client by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control of the Service Provider.

14. ***Confidentiality***.

(a) Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("**Confidential Information**") about the Service Provider. Client agrees that during the Term of this Agreement and thereafter: (a) the Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of the Service Provider.

(b) Similarly, the Service Provider recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of Confidential Information about Client. Service Provider agrees that during the Term of this Agreement and thereafter: (a) the Service Provider shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client as is provided with respect to Service Provider's own similar information, but in no event less than reasonable standard of care; (b) the Service Provider will use Confidential Information solely for the purposes of this Agreement; and (c) the Service Provider will not disclose Confidential Information to any third party without the express prior written consent of the Client.

(c) If the Service Provider transfers its business or any business segment that provides services to Client, Service Provider is authorized to transfer all user information to Service Provider's successor.

15. ***Ownership***. All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Services are wholly owned by the Service Provider 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 the Service Provider. Upon termination of account for any reason, such number may be reassigned to another client.

16. ***Client's Address*** will be:

(*Service Provider's Facility's Address*)

SAMPLE

THIS IS A FORMAL AGREEMENT ON SERVICE PROVIDER'S TERMS AND CONDITIONS.

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Client:

Signature : ……...

Name : ----------

Designation/Title :

Date of Sign :

For Service Provider:

Signature : ……...

Name : ----------

Designation/Title :

Date of Sign :

WITNESS 1

Signature :

Name: :

WITNESS 2

Signature :

Name: :

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Annexure 1

Details of Client's Business

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