

Service Agreement for Serviced Offices	
DATE	
<u>SERVICE PROVIDER</u>	
Cowired DEEPA GEORGE. GALEELIYA HOUSE, PIPELINE ROAD, PALARIVATTOM-682025.	
<u>CLIENT DETAILS:</u>	
Name	
Address	
Email	
Phone	
<u>Service Agreement Details</u>	
Client Unique Number allotted	
Service commencement date	
<u>Client Bank Details</u>	
Bank name	
Branch	
IFSC Code	
Account Number	
Payable to	
Contract period	
Notice period	
Due Date	

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Our Address : Arya Bhangy Business
Center, Arya Bhangy Grande, NH544,
South Kalamassery, Kalamassery,
Kochi, Kerala 683104

MONTHLY RENT AMOUNT
SECURITY DEPOSIT(REFUNDABLE)
ONE TIME ACTIVATION FEE

INR –RS 17250 + GST as applicable as per law
INR-RS 40710/-
INR 100/- (optional) –Fingerprint option will be provided.

NOTE

- % Increment in service fee after 11 months from the commencement date will be 5% on Total Monthly Charges for every eleven months.
- GST is not applicable on Refundable Security Deposit
- GST as per law will be applicable extra

<u>Inventory Details:</u>			
The client shall have the right to use the items as specified in the following category			
<i>Chairs & Desks</i>			
<i>Business Access cards</i>			
The following additional Business Services are available accordance with Cowired’s published rates updated from time to time. It is clarified that these services are available to all Clients on an optional basis.			
<i>Meeting Rooms</i>		<i>Meeting room 4 hours free per month. After that additional amount of RS 300/- charged per hour (to be intimated in Advance to us)</i>	
<i>Beverages:</i>		<i>Coffee and Tea: morning and evening one cup free after that Rs.15/per cup + GST will be charged for additional quantity.</i>	
Payment Method			
Bank			
Branch			
Ifs code			
Account Number			
Payable to			
<u>For & On Behalf of Cowired</u>		<u>For & On Behalf of</u>	
Name:	DEEPA GEORGE	Name	
Designation	PARTNER	Designation	
Signature		Signature	
Date:		Date:	

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TERMS & CONDITIONS

1. FACILITIES AND SERVICES

'Cowired' agrees to provide Business Services and the Office space from the Term Commencement Date until terminated on payment of the service fees which is mutually agreed by the parties as per this agreement and in accordance with the provisions of this Agreement. Non-payment of service fees for a period of 15 days will automatically terminate all or any rights of the Client as per the Agreement

2. BUSINESS SERVICES

- a. The following Business services will be provided for the use of the Client from Monday through Saturday between 8.30am to 6.30 pm(Normal hours) by Co-wired including AC .After the normal working hours amount will be charged extra RS 400/- Per hour upto 9.pm After 9 pm to 5.am rent will be charged Rs 400/- Per hour including AC.(night Shift Should be informed in advance)
- The workspace and furniture;
 - LAN connectivity for all allocated seats
 - UPS connectivity for every seat as of required capacity to serve as a backup during the switching to DG
 - Internet facility – minimum speed of internet -100 mbps for two connections (Main and Secondary).
 - Office lighting and electricity for power sockets.
- b. Other Business Services available to the Client during normal operating hours of the office excluding Sundays and public holidays are:
- Receptionist, waiting area and café
 - IT Support (one technical person will be available)
 - Daily cleaning and housekeeping services
 - Air-conditioning from 8.30 am to 6.30pm
- c. The following additional Business Services are available in accordance with Cowired's published rates updated from time to time. It is clarified that these Services are available to all Clients on an optional basis.
- Dedicated secretarial, accounting, errands or other business services as provided by professional qualified.

3. PAYMENT, DURATION AND TERMINATION

During the validity of this Service Contract, the client shall pay to Cowired whether demanded or not the Service Fee, which is specified in this Agreement on or before the 10th of every month. The first proportionate payment is to be made on the signing of this Agreement in respect of the period from the Term Commencement Date. In the event of any payment made beyond 10th of every month, Cowired is entitled to charge a late fine from the client. In the event that the Client does not pay the total amount as stated on the invoice, Cowired shall be entitled to:

- Require the Client to vacate the Office Space within 15 working days from the due date (Due date is the 10th of every month).
 - Withdraw and stop partial or all services provided by Cowired including, but not limited to telephone, air-conditioning, lighting and internet services
 - Enter the Office and change the lock without prior notice
 - Claim all costs associated with recovering all monies owed to Co-wired from refundable deposit paid by the Client
- (a) Pay on demand to ARYABHANGY MOTORS (by monthly direct debit if required) the Business Services rendered by Cowired to the Client for all telecommunication and other Business Services relating to the Office and for the use of facsimile, photocopying, secretarial, conference facilities, additional car parking and other Business Services of which use is made by the Client.
- (b) Pay to Cowired an interest at the rate of 25% p.a of the service charges per month for every day, which remains unpaid after the due date. Interest in that event will be calculated from the due date to the date of payment receipt
- (c) Pay all sums due to Cowired under this Service Agreement without any deduction or set off.
- (d) Pay for all bank charges, exchange rate differences, currency adjustments and other such charges related to rental and services.

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DEPOSIT

The Client shall pay to Cowired on the date of signing of this agreement Two months rental charges (“Refundable Deposit”) as security against all obligations entered into by the Client in this Service Agreement. Such deposit is to be returned to the Client provided that the Client has complied with its obligations under this Agreement, and subject to the client clearing all the outstanding dues payable to Cowired. Subject to the above conditions being met the security deposit shall be refundable once the Client provides the request in writing with the bank details of where the deposit shall be refunded within 10 days from the day the client is vacating the office.

TERMINATION

- (a) The Client will be released from their obligations under this Service Agreement and allowed to terminate prior to the end date of this Agreement subject to the Client paying Cowired the full service fee for the unexpired term together with all other outstanding invoices. Upon settlement of these terms, the Deposit will then subsequently be refunded to the Client.
- (b) This Service may be terminated forthwith in the event of any breach of the obligations within this Service Agreement on the part of the Client and in the event that Cowired terminates this Service due to such breach the Client shall be required to pay to Cowired the full service fee of the unexpired term together with all other outstanding invoice(s). Cowired shall be entitled (but not obliged) to retain any furniture, personal effects or other belongings of the Client until all arrears owed to Cowired have been paid or other loss made good and in the event of non-payment. Cowired shall be entitled to dispose of any goods retained in settlement of any arrears and any costs of disposal.
- (c) At the time of termination, the costs of restoration of the Office Space and make good of the premises to the same condition at the time of move in will be charged to the client. The restoration costs will be applicable and have to be borne by the client only if the management finds that the office space is degraded from the state it was given initially other than the degrade caused by normal usage. Restoration charges would be two months’ service charges. (Restoration cost as a result of the wear and tear caused as a result of normal usage will be borne by Cowired only if the client stays for 2 years or more. Otherwise such restoration charges will be reduced from the refundable deposit). The restoration work will be carried out by Cowired’s contractors and personnel. Cowired does not accept any responsibility for the client’s personal effects or other belongings left in the office space and reserve the right to dispose of such items.
- (d) On or before the expiry of this Service Agreement the Client must return to Cowired all keys and other means of access to the Office Space and the Centre and whenever any key or other means of access is lost to report such loss forthwith to Cowired and to pay on demand the cost of replacing such key or other means of access and the cost of replacing any lock changed by Cowired.
- (e) Cowired shall have the right to terminate this agreement without notice if the client breaches the national or local laws in which the Centre is located or if the Client is declared bankrupt, is wound up or is proved to have any involvement in illegal or illicit activities. Cowired shall also have the right to terminate if the client is involved in any cases that is related to financial fraud, cheating etc.

4. CLIENT’S RIGHTS AND RESPONSIBILITIES

- The Client shall not:
 - (a) Impede or interfere with Cowired’s right of possession and control of the Office space.
 - (b) Use the Office space otherwise than for the Client’s business.
 - (c) Install furniture or equipment in the office space without prior written approval of Cowired
 - (d) Alter the office space, its partitioning or any fixtures or fittings.
 - (e) Interfere with the conduct of Cowired’s business and during the term of this Service Agreement and for six months thereafter shall not offer employment to or hire directly or indirectly any staff of Cowired.
 - (f) Damage any of the decorations, fixtures and fittings or other equipment in the office space
 - (g) Be entitled to any compensation as a result of any failure of data security or IT system failure as a result of any natural disaster or blackout in the city.
 - (h) Be entitled to any compensation, if the normal operations are affected as a result of any natural disaster, act of God or fire that may affect the building in which Cowired is located.
 - (i) Install third party telephone products or services including video conferencing telephones, IP telephones or other communication devices to the telephone lines, Internet ports or LAN ports within the office without Cowired;s prior written permission.
 - (j) Use any services in the Centre other than those offered by Cowired
 - (k) The client must comply with all relevant laws and regulations in the conduct of his business and shall do nothing illegal.
 - (l) Shall not do anything that may interfere with the use of the business center by others or cause any nuisance or annoyance to others.

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- (J) No other table or chair should be bought from outside other than the provided chair.
- (k) please approve any additional work in our office , and will approve through MD.
- (L) Any time we found that you are not compliance with our conditions, we have all right to terminate the agreement without Any notice.
- (M) you are bound to co-operate with Security Guard and other Tenants.
- (N) You have to ensure all the statutory Obligations (ESI& PF) of the staff engaged by you in our premises. Also ensure all the safety Aspects of the workers from your side.

The Client shall:

- (a) Observe and adhere to all the rules and regulations updated from time to time by Cowired for the management of the Office space
- (b) Indemnify Cowired and its respective officers, employees and agents, from all claims, liability, or loss, and all damages and costs incurred by Cowired which arise out of the use of the Office Space. Cowired shall not be responsible for any damage caused to the Clients equipment or furniture kept in the office space for any reason including damage caused by electrical fluctuation or fire and the Client is strongly recommended to maintain sufficient public liability insurance and maintain adequate insurance to cover all fixtures and equipment belonging to the client within the space.
- (c) Cowired is not responsible for the theft of or damage to any equipment or goods whilst the Client is a tenant of Cowired, Further, the Client shall immediately notify Cowired of any damage, accident or defects to or in the Office private room or any theft or loss of keys to the private room, Premises or Building.
- (d) Take responsibility of their personal belongings kept in the private room and make sure to keep them locked in the storage units provided.

5. OWNER'S RIGHTS AND RESPONSIBILITIES

• Cowired shall:

- (a) Keep the facilities in the Centre in proper working condition as well as properly cleaned and equipped.
- (b) Not be under liability for failure to have any of the Centre facilities available for the Client because of use by any other person within the Centre and Cowired shall not be liable to the Client if for any temporary reason the Client shall be unable to obtain access to the Office Space assigned to the Client.
- (c) Provide the Client with an alternative accommodation of equal or better value/quality than the Office Space should Cowired require the client to move during the term or subsequent terms of this Service Agreement.
- (d) Have the right at any time to enter the Clients Office space to inspect it, to provide services, to make repairs and alterations and provide cleaning, subject to prior verbal approval by the client except in the case of an emergency where no such verbal approval need be obtained.

6. INDEMNIFICATION

- (a) The Client agrees that Cowired, it's employees and agents shall not be held liable for failures of technology, communications, or mistakes except for cases of willful and gross negligence on it's part. This indemnification of liability includes any loss of business, profits, or other perceived losses resulting from Client's use of Cowired services including, but not limited to mail delivery or forwarding, telephone, voice mail, internet, office/meeting room usage or other services.
- (b) Neither our company nor any of our officers, directors, employees, shareholders, partners, affiliates, agents (including, but not limited to Cowired business center, inc.) or representatives will be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising out of our failure to provide use of the office , to provide any utility, to furnish any services, or any error or omission or any delay or any interruption with respect thereto, any injury to person or damage to your property or property of Client employee's, guests or invitees, all of which are expressly assumed and waived by Client.
- (c) The client agrees to indemnify, defend and hold harmless Cowired and Cowired's officers, directors, employees, shareholders, Cowired business center and representatives from and against any liability to parties arising out of any act or omission of the client or the Client's officers, directors, employees, agents. representatives, contractors, customers or invitees unless caused by our gross negligence or willful misconduct.

7. COVENANT NOT TO SOLICIT EMPLOYEES

The client undertakes that they will not, without our prior written approval, employ, take away or solicit or attempt to employ any of Cowired Business Center employees with whom the client had contact during their term and for a period of one (1) years thereafter. In the event of a breach of your obligation in this paragraph, the client agree to pay to Cowired, as applicable, liquidated damages equal to such employee's annual salary for each employee with respect to whom such breach occurs, it being mutually agreed that the actual damage that would be sustained by us as the result of any such breach would be extremely difficult to fix and that the liquidated damage amount is fair and reasonable.

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8. THE NATURE OF AGREEMENT

This Agreement is commercial in nature. The whole of the business centre remains our property of Cowired and in possession and control of Cowired and its Management. The client acknowledge that this Agreement creates no tenancy interest, leasehold estate or other real property interest in favor of client or its employees with respect to the accommodation. Cowired is giving the client just the right to share to use the services in the business center. The Agreement is personal to the client and cannot be transferred to anyone else.

APPLICABLE LAW

This Agreement is interpreted and enforced in accordance with the Indian laws. Both parties accept the exclusive jurisdiction of the Kerala courts of such jurisdiction where the center is located.

(9) GENERAL

- (a) This Service Agreement is personal and is not assignable by the Client and the Client shall not share or part with possession of the Office space
- (b) All notices must be in writing or by email. Notices to the Client will be considered served if handed personally or emailed to the legal representative or authorized representative of the company who is the signatory to this Service Agreement. Notices to Cowired will be considered served if mailed by registered or recorded mail, postage prepaid, to Cowired at Cowired address shown overleaf, or such other address as Cowired shall designate to the Client in writing.
- (c) The invalidity or unenforceability of any provision of this Service Agreement shall not affect or impair the validity of any other provision. No waiver of any default of the Client shall be implied from any failure by Cowired to take action with respect to such default.
- (d) Where the Client comprises more than one individual such individuals shall be jointly and severally liable to observe and perform the Client's obligations under this Service Agreement.
- (e) This Service Agreement supersedes any prior agreements and embodies the entire Agreement between the Client and Cowired and may not be modified, changed or altered in any way except as agreed by both parties in writing. This Service Agreement shall be interpreted and enforced in accordance with the national and local laws in which the Centre is located.
- (f) The customer shall not allow its clients or visitors to use the common facilities without prior intimation and permission from Cowired
- (g) The customer shall not allow its clients or visitors to use the office premises without prior intimation and permission from Cowired
- (h) In case the client decides to move out before the expiry of the lock-in period, an amount equal to the value of 100% of the total value of the agreement (*i.e Total Monthly Charge X Number of months agreed as lock-in period*) will be deducted from the Security Deposit. Also any pending dues and cost for damages, if any, will be deducted from the deposit before refunding the same.
- (i) In case a real estate consultant or agent is involved the consultants (agency) fee paid by ARYABHANGY MOTORS to the consultant (agency) will be deducted from the security deposit if the client decides to vacate the office space at Cowired before the expiry of the contract period in the agreement
- (j) The Client Company will be entirely responsible for the activities of its employees / associates / visitors. The Client Company shall nominate at least one of its representatives (preferably an end user) to co-ordinate with Cowired, routine matters like additional services, service standards, complaints, payments etc.
- (k) The Client Company is not entitled to install any IT, Telecom or cabling related to such equipment without the prior written express permission of Cowired. Any permitted installations would be carried out under supervision Cowired authorized personnel.
- (l) Any damage to furniture in the form of scratches due to use of cutters or sharp instruments or marks with pen will be treated as disfigurement of Centre property and will be charged at a price to restore the said property to the condition received, to the extent such damage has been caused by the Client Company.
- (m) Though Cowired would cover all its fixtures and equipment under insurance, it recommends that Client Company should cover any additional equipment installed by them under a separate Insurance cover and Cowired does not take responsibility for such equipment.
- (n) Cowired does not make any representation as to the Security of Cowired's Network (or the Internet) or any information that the Client Company places on it. The Client Company should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances.

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(o) Loss of access card will be charged INR 500 per card.

The Client confirms having read and agreed to all the terms and conditions of this Service Agreement

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