

TERMS AND CONDITIONS FOR KARYA SPACE

Karya Space & Suites Pvt Ltd (“Karya Space” or “Karya”) is committed to the service it offers its Clients and has created Terms and Conditions governing the use of its Coworking Space(s)/Business Center(s)/Space(s)/Office Space(s).

These terms and conditions have been formulated for the collective benefit of Karya Space Clients. The terms are designed to ensure the enjoyment of the office space(s) by all of Karya Space’s Clients in the Center to govern the relationship between the client and Karya Space.

1. NATURE OF THIS AGREEMENT

This agreement is a Service Agreement. Karya offers a service which companies use or individuals use for a fee. The whole of the Centre remains in Karya Space's possession and control. THE CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST IN THE CLIENTS FAVOUR WITH RESPECT TO THE SPACE PROVIDED. Karya Space may provide you with access to office space, workstations, Internet, office furniture, conference rooms, and other additional services (collectively, “Services”). The Services at all times are subject to these T&C, as well as any individual service guidelines, as applicable. This agreement is personal to the Client and cannot be transferred to anyone else. This agreement is composed of the front page describing the office space(s), the “Karya House Rules” and the “Terms and Conditions” given below.

2. DURATION

This agreement lasts for the period stated in the front page and then can be extended for successive periods equal to the initial term but no less than 3 months until brought to an end by the client or by Karya Space. All periods shall run to the last day of the billable month in which they would otherwise expire. The fees on any renewal will be at the then prevailing rate.

3. SERVICES AND OBLIGATIONS

- a. **Furnished office space(s):** Karya Space is to provide the number of serviced and furnished office space(s) for which the Client has agreed to pay in the Centre stated in this agreement. This agreement lists the office space(s) Karya Space has initially

allocated for the Client's use. The Client will have a non-exclusive right to the rooms allocated to it. Occasionally Karya Space may need to allocate different office space(s), but these office space(s) will be of reasonably equivalent size and Karya Space will notify the Client with respect to such different office space(s) in advance.

- b. Office Services: Karya Space is to provide during normal opening hours the services, if requested, described in the relevant service description (which is available on request). If Karya Space decides that a request for any particular service is excessive, it reserves the right to charge an additional fee.
- c. Karya Space Network: KARYA SPACE DOES NOT MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF KARYA SPACE'S NETWORK (OR THE INTERNET) OR OF ANY INFORMATION THAT THE CLIENT PLACES ON IT. The Client should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances. Karya Space cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of Karya Space's network (or the internet). The Client's sole and exclusive remedy shall be the remedy of such failure by Karya Space within a reasonable time after written notice.

4. PROVIDING THE SERVICES

- a. Access to the office space(s): Karya Space may need to enter the Client's office space(s) and may do so at any time. However, unless there is an emergency or the Client has given notice to terminate, Karya Space will attempt to notify the Client verbally or electronically in advance when Karya Space needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. Karya Space will also endeavor to respect reasonable security procedures to protect the confidentiality of the Client's business.
- b. Mailing/Business Address: In any form of business address listing or for package/mail handling purposes, usage of any

- c. Karya Space location addresses must be done with "Karya Space" mentioned before the location address. Eg: "YOUR COMPANY NAME, Karya Space, 78/132, Dr. Radhakrishnan Salai, Mylapore, Chennai 600004" and respectively for any other Karya Space location as given in contract/invoice.
- d. Availability to the start of this agreement: If for any reason Karya Space cannot provide the office space(s) stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss or any damages but the Client may cancel this agreement without penalty. Karya Space will not charge the Client the monthly office fee for office space(s) the Client cannot use until it becomes available. Karya Space may delay the start date of this agreement provided it provides to the Client alternative office space(s) that shall be at least of equivalent size to the office space(s) stated in this agreement.

5. OFFICE SPACE

- a. The Client must not alter any part of its office space and must take good care of all parts of the Centre, its equipment, fixtures, fittings and furnishings which you use. The Client is liable for any damage caused by it or those in the Centre with the Client's permission or at the Client's Invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises.
- b. Office furniture and equipment: The Client must not install any cabling, IT or telecom connections without Karya Space's consent, which Karya Space may refuse at its absolute discretion. As a condition to Karya Space's consent, the Client must permit Karya Space to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the space(s) by other Clients or Karya Space or any landlord of the building.
- c. Insurance: It is the Client's responsibility to arrange insurance for its own property which it brings in to the Centre and for its own liability to its employees and to third parties. Karya Space strongly recommends that the Client have such insurance in place.

6. USAGE OF SERVICES

You agree that when participating in or using the Services, you will not:

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Karya Space networks.
- d. Upload, or otherwise make available, file that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- e. Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f. Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
- g. Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- h. Restrict or inhibit any other user from using and enjoying the Services.
- i. Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).
- j. Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
- k. Violate any applicable laws or regulations; or
- l. Create false identity for the purpose of misleading others.

7. PAYMENT & FEES

- a. Taxes and duty charges: The Client agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which it is required to pay to any governmental authority (and, at Karya Space's request, will provide to Karya Space evidence of such payment) and (ii) any taxes paid by Karya Space to any governmental authority that are attributable to the space(s), including, taxes, stamp tax or other documentary taxes and fees.
- b. Karya Drop Fee: The Client will be required to pay a Drop Fee equivalent to three months' of the monthly office fee (plus VAT/Tax where applicable) upon entering into this agreement unless a lesser/greater amount is specified on the front of this agreement. This will be held by Karya Space without generating interest as security for performance of all the Client's obligations under this agreement. The Drop Fee or any balance after deducting outstanding fees, or early exit fee in the agreement and other costs due to Karya Space, will be returned to the Client after the Client has settled its account with Karya Space and funds have cleared.
- c. Karya Space may require the Client to pay an increased Drop Fee if outstanding fees exceed the Drop Fee held and/or the Client frequently fails to pay Karya Space when due.
- d. The Client is invoiced in advance based on the Plan options selected. Any charges for variable use services such as printing usage, conferencing facilities use, etc., that are incurred during the billing period will be treated as additional usage, and will need to be paid on the day of use unless other arrangements have been made with Karya Space.
- e. Payment: The payment is required at the beginning of your billing cycle for that period, at the date specified in the invoice. The billing cycle is calculated from the date of activation of your Karya Space service, which is the date your payment for invoiced Services is received. Where a daily rate applies, the charge for any such month will be paid on that day of use or cumulatively calculated on the number of days used.

- f. Late Payment: If the Client does not pay fees when due, a fee will be charged on all overdue balances. If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date or be subject to late fees. Karya Space also reserves the right to withhold services (including for the avoidance of doubt denying the Client access to its office space(s)) while there are any outstanding fees and/or interest or the Client is in breach of this agreement.
- g. Insufficient Funds: The Client will pay a fee for any returned cheque or any other declined payments due to insufficient funds.
- h. Where a daily rate applies, the charge for any such month will be cumulatively calculated on the number of days used. For a period of less than a month the fee will be applied on a daily basis.
- i. Pay-as-you-use and Additional Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with Karya Space's published rates (online or verbally communicated) which may change from time to time, are invoiced in arrears and payable the month following the billable month in which the additional services were provided. Specific due dates will apply as determined by Karya Space for daily usage clients. Dues for monthly usage clients will be added to the Services payment due for the next month or any other due statements pending.

8. TERMINATION

- a. If Client ends agreement before end date:
 - i. Client must give a 60 day written notice unless mentioned otherwise in the front contract sheet (written letter to Karya's registered address that is signed by Client). If notice has been given, then the Client will pay the early exit fee as specified in the contract on the front page in addition to any other outstanding charges. If notice is not given, then the Client must pay the early exit fee with an additional 20% on the amount.
- b. If Karya ends agreement before end date:

- i. In the event that Karya Space is permanently unable to provide the services and office space(s) at the Centre stated in this agreement then this agreement will end and the Client will only have to pay monthly office fees up to the date it ends and for the additional services the Client has used.

9. LEGAL

- a. You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Karya Space network, or interfere with any other party's use and enjoyment of any Services.
- b. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Karya Space networks or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.
- c. You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.
- d. You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Karya Space, or any of Karya's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.
- e. You release, and hereby agree to indemnify, defend and save harmless Karya Space & Suites Pvt Ltd subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and

omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any legal fees and costs incurred by Karya Space or its respective officers and agents in connection with the defense of such claim or lawsuit.

- f. To the maximum extent permitted by the applicable law, Karya Space provides the Services “as is” and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including but not limited to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.
- g. To the maximum extent permitted by the applicable law, in no event shall Karya Space or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract and even if Karya Space has been advised of the possibility of such damages.
- h. Your participation in and use of the Services as Karya Space deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to

edit, refuse to post or to remove any information or materials, in whole or in part in Karya Space sole discretion.

- i. The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Business Centre. The Client must not do anything that may interfere with the use of the Centre by Karya Space or by others, cause any nuisance or annoyance, increase the insurance premiums Karya Space has to pay, or cause loss or damage to Karya Space (including damage to reputation) or to the owner of any interest in the building which contains the Centre the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement in Karya Space's execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, entitling Karya Space to terminate this agreement, without further notice or procedure.

10. LIABILITY

- a. The extent of Karya Space's liability: To the maximum extent permitted by applicable law, Karya Space is not liable to the Client in respect of any loss or damage the Client suffers in connection with this agreement, with the services or with the Client's office space(s) unless Karya Space has acted deliberately in causing that loss or damage. Karya Space is not liable for any loss as a result of Karya Space's failure to provide a service as a result of mechanical breakdown, strike, termination of Karya Space's interest in the building containing the Centre or otherwise unless Karya Space does so deliberately. In no event shall Karya Space be liable for any loss or damage until the Client provides Karya Space written notice and gives Karya Space a reasonable time to put it right. If Karya Space is liable for failing to provide the Client with any service under this agreement then subject to the exclusions and limits set out immediately below Karya Space will pay any actual and reasonable expenses the Client has failed to deliver a service consistent with these terms and conditions the Client shall provide Karya Space written notice of such failure and give Karya Space a reasonable period to put it right.
- b. EXCLUSION OF CONSEQUENTIAL LOSSES, ETC: KARYA SPACE WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF PROFITS,

LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS UNLESS KARYA SPACE OTHERWISE AGREES IN WRITING. KARYA SPACE STRONGLY ADVICES THE CLIENT TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

11. CONFIDENTIALITY

The terms of this agreement are confidential. Neither Karya Space nor the Client must disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this agreement ends.

DISCLAIMER

I have read and understood all the terms and conditions and accept them all.

Client Signature & Date

