

HOUSE RULES EFFECTIVE FROM 21<sup>st</sup> August 2017

These are the House Rules which may change from time to time and which apply between the Provider and the Client in relation to the Business Centre. The House rules are applicable from the date it is published and as mentioned above.

1. OFFICE HOURS.

- a) The normal office hours of the Business Centre is from 09.00 hrs to 18.00 hrs on all days except Saturday, Sunday and holidays as declared in the Holiday list published every year.
- b) The Client can access the Business Centre 24 hours 7 days a week 365 days a year but the services as mentioned in the terms and conditions shall be available only during the normal office hours of the Business Centre mentioned in the clause 1(a) above.

2. FACILITY

- a) Upon Move In: The Provider will ask the Client to sign an inventory of all accommodation, furniture and equipment the Client is allocated and permitted to use, clearly mentioning the condition and state of the inventory, along with details of the keys or entry cards issued to the Client.
- b) Signage: The Client unless permitted in writing by the Business Centre will not put up any signs on the doors / exterior walls of their cube or anywhere else that is visible from outside / gallery / pathway. The Provider reserves the right to charge a fee for any signage. In any case the signage to be put upon approval should be in symmetry with the Business Centre's interiors and design.
- c) Property: The Client must take good care of all parts of the Business Centre, its equipment, fittings and furnishings that they use. The Client must not alter any part of it.
- d) Keys and Security: Any keys or entry cards remain the Provider's property at all times. The Client must not make any copies of the keys and/or entry cards or allow anyone else to use them without the Provider's consent. Any loss must be reported to the Provider immediately. Duplicate keys / cards shall be issued only upon payment of the fees as prescribed in the service price list available at the reception. If the Client chooses to use the Business Centre outside normal working hours it is the Client's responsibility to lock the doors to their accommodation and to the Business Centre when they leave. The Business Centre assumes no liability in case the doors of the cubes are not properly locked or fastened.
- e) Entrances and Exits: The Client shall not leave open any doors, exit doors or doors connecting corridors during or after business hours for security purposes and if the Client does so, it will be at the Client's own risk. All corridors, halls, elevators and stairways shall not be obstructed by the Client or used for any purpose other than egress and ingress. The Client must keep public areas neat and attractive at all times.



- f) Name and Address: If the Client wishes and upon payment of the charges the Provider shall include the Client's name in the house directory wherever available at the Business Centre. The Client must not use the Provider's name in any way in connection with their business. The Client may use the Business Centre's address as its business address subject to compliance with applicable law. Within one month of signing of the Agreement and from time to time at the Provider's request, the Client must provide the Provider with an official document certifying their registered address, a copy of the identity card of the legal representative of the Company and a copy of the articles of association of the Company signed. .
- g) Employees and Guests: The Client shall ensure that all its employees and guests including any person at the Business Centre at the invitation of the Client conduct themselves in a businesslike manner; proper business attire should be worn by the clients and them at all times; the Client shall ensure that the noise level will be kept to a level so as not to interfere with or annoy other clients.
- h) The Client will abide by the Provider's directives regarding security, keys, parking and other such matters common to all occupants. No part of the office or the Business Centre may be used for overnight accommodation. Cafe access in the Business Centre is restricted only to members who are authorized to use it via procurement of membership availability.
- i) Equipment: The Client shall not, without the Provider prior written consent, store or operate in their office(s) or the Business Centre(s), any large business machine, reproduction equipment, heating equipment, stove, microwave, toaster, sandwich maker, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment. Additionally, the Client must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Centre is located, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Centre. No offensive gases, odors or liquids shall be permitted. No firearms shall be permitted. The Business Centre is intended to be used solely for office use.
- j) Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from the Provider upon payment of charges as applicable. If the Client requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at the Client's expense by the personnel designated by the Provider. The Client shall not be permitted to get his own mechanic or personnel to make any changes in the Business Centre infrastructure provided by the Provider.
- k) Common Areas: The Client shall not conduct any business in the hallways, reception area or any other area except in their designated office without the prior written consent of the Provider.



- l) Animals: The Client shall not bring animals into the Business Centre other than assistance animals.
- m) Kitchen Amenities: Kitchen Amenities allows the Client and visitors to self-service coffee, tea and water as well as access to the kitchen facilities. This fee is mandatory and will be charged per office occupant.
- n) Manufacturing and Storage: The Client shall not use the Business Centre for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. The Client shall not occupy or permit any portion of the Business Centre to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
- o) Locks: No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Centre by the Client nor shall any changes be made to existing locks or the mechanisms thereof.
- p) Soliciting: Canvassing, soliciting and peddling in the Building are prohibited and the Client shall not solicit other clients for any business or other purpose without the prior written approval of the Provider.
- q) Property: All property belonging to the Client or any of the Client's employee, agent or invitee shall be at the risk of such person only and the Provider shall not be liable for damages thereto or for theft or misappropriation thereof.
- r) Smoking: Smoking is strictly prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Business Centre.
- s) Harassment: The Client or the Client's officers, directors, employees, shareholders, partners, agents, representatives, contractors, clients, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behaviour to the Provider's team members, other clients or invitees, verbal or physical in the Business Centre for any reason. Any breach of this rule is a material breach of the Agreement (not capable of remedy) and the Agreement may be terminated immediately and services will be suspended without further notice.
- t) Office Services: The Provider shall on payment of additional fees as prescribed provide special arrangements for the use of the facilities (such as air-conditioning and Kitchen Amenities, etc.) outside the Business Centre normal operating hours or, the normal working days where the Business Centre is located.
- u) Pay-As-You-Use Services: All of the pay-as-you-use services are subject to the availability. The Provider shall at all times to the best of its ability try to provide the services as requested by the Client. The Provider will endeavor to deal with a service request at the earliest opportunity and provide the additional service the Client requires, the Provider will not be held responsible for any delay in providing the services.
- v) If in the Provider's opinion, the Provider decides that a request for any pay-as-you-use service is excessive or not as per the fair usage policy; the Provider reserves the right to charge an additional fee at the Provider's usual published rates based on the time taken to complete the service. This will be discussed and agreed between the Provider and the Client at the time the Client makes such request.



- w) Service Availability: Services will be available during normal operating hours. Internet access and phone lines are available at all times of the day and even during weekends.

### 3. FEES /CHARGES

- a) Standard Services: The standard fee and any fixed, recurring services requested by the Client are billed in advance and payable upon receipt of invoice. . Recurring services will be provided by the Provider at the specified rates for the duration of the Agreement (including any renewal). If a Client has a need to cancel a recurring service they may request this at any time up to the notification due date of the Agreement. The cancellation will be applied from the first day of the renewal start.
- b) Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with the Provider's published rates which may change from time to time, are billed in arrears and payable upon receipt of invoice.
- c) Office Restoration Service: If the Client requests to the satisfaction of the Provider the Client may be relocated to a different area within the Business Centre upon payment of fees as prescribed.
- d) Late Payment and Penalty: All invoices are due for payment based on the due date mentioned in the invoice. The standard due date is on the 7th day [TS1] from the date of the invoice which will be raised based on the service being availed. Late payment of the due amount will attract interest @ 18% p.a. on the overdue amount or as may be specified in the Rate List. The Interest / penalty payable shall be calculated from the date of the commencement of the service and not from the due date of the invoice. In case there is any dispute in the invoice the Client shall pay the due amount of the invoice and raise the dispute if any. The Provider shall resolve the dispute within a reasonable time and upon resolving of the dispute the extra amount if any paid by the Client shall be adjusted with the next invoice raised on the Client. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to the facility) while there are any outstanding fees, penalties and interests or the Client is in breach of the Agreement.
- e) Insufficient Funds: The Client will pay a charges of Rs. 250/- + applicable taxes in terms of the Agreement being the charges for the return / bounce of any cheque or any other mode of payment declined due to insufficient funds.
- f) Retainer/deposit: For security the Provider will only return retainers/deposits via bank transfer. In order to ensure the Provider returns the retainer/deposit in a timely manner, the Provider requires the Client to fill in and sign the retainer/deposit refund form.
- g) Discounts and Promotions: On renewal of the Agreement, prices of services will revert back to the published monthly rates.
- h) Reinstatement: Discontinued services due to late payment will incur a reinstatement fee equivalent to the monthly rate of such services.





#### 4. FORCEMAJEURE

Force Majeure: The Provider shall have no liability to the Client under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. The Provider obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. The Provider shall notify the Client as soon as reasonably possible of the force majeure event and propose a suitable alternative facility (if any) in the same Business Centre or in another available Business Centre.

#### 5. IT & TECHNOLOGY POLICY

- a) Introduction: This Policy forms part of the Provider IT Connectivity Order and applies where the Client wishes to use the Providers Telecommunication and Internet connectivity services and equipment.
- b) The Provider is considered a Downstream Service Provider (DSP), which means the Provider offers a personalized connection to the Internet which is managed and protected via a firewall. Client will be granted limited access to the Provider's firewall after receiving a written request.
- c) The internet service provides the Client with an internet connection that provides regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and like. The Provider will supply the Client with Reserved Bandwidth of 8 MBPS in various capacities. This provides an uncontended, symmetrical connection of the selected size. The service provides one (1) public IP address with the facility to purchase and deploy additional IP addresses. The service provides the Client with the following capability.
- d) The ability to deploy public IP addressing. – The option to run server based solutions that require inbound connectivity (e.g. an FTP, web or mail server). – The option to run “site to site” VPN connections. – The Client is also able to deploy its own “firewall” to manage its own LAN and VPN connections should the Client wish to do so.
- e) Content: The Client acknowledges that the Provider does not monitor the content of information transmitted through the Provider's telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines (“Telecommunications Lines”). The Client further acknowledges that the Provider is merely providing a conduit for Client's Internet transmissions, similar to a telephone company, and that the Provider accepts no liability for the content of transmissions by the Client.



- f) Restrictions: The 8 MBPS dedicated bandwidth will be exclusive for Client. The Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Therefore, such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offence or gives rise to civil liability. The Client is responsible for maintaining the basic security and virus protection of the Client's systems to prevent their use by others in a manner that violates the Agreement. The Client is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.
- g) Client Installed Telecommunications Lines: It is part of the Provider's business model to provide Telecommunications Lines to its Clients. The Client may not bypass the use of the Provider's Telecommunications Lines by installing its own direct Telecommunications Lines. On event of an exceptional case, the Provider has granted the Client authorization to install direct Telecommunications Lines upon written request by the Client. In this case however, the Client assures the Provider that the necessary security precautions are incorporated to ensure efficient functioning of peripheral hardware and soft applications. The Client is prohibited from engaging in any violations of system or network security. The Internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. The Provider reserves the right to suspend the internet access upon notification from a recognized internet authority or ISP regarding such abuse. The Provider may disconnect the Client's equipment and withhold services if they consider that the Client's hardware or software is, or has become, inappropriate for connection to its network. The Client is responsible for the Client's own virus protection on the Client's systems and hardware.
- h) Internet: Internet services are only available at the Provider's locations and connection to its network is only permitted at those locations or via the Provider's offered services. The Client must not create any links between the Provider's network and any other network or any telecommunications service without the Provider's consent. However, as a special requirement there will be an MPLS site connectivity provided to the Client to connect with their other site offices as long as it is in our scope..
- i) Revisions to this Policy: The Provider may modify this Policy at any time with a written or oral notice.



- j) **DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS:** As part of its services to the Client, the Provider may provide third party internet access and computer hardware and software ("Third Party Services"). THE PROVIDER DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD PARTY SERVICES. THE CLIENT ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY THE PROVIDER AS TO THE FITNESS OF THE THIRD PARTY SERVICES FOR THE CLIENT'S INTENDED PURPOSE.
- k) **DISCLAIMER OF LIABILITY FOR THE CLIENT'S EQUIPMENT.** ALL CLIENT EQUIPMENT STORED IN THE PROVIDER'S TELECOMMUNICATIONS ROOM IS STORED AT CLIENT'S OWN RISK. THE PROVIDER DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.
- l) **DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE.** The Provider does not provide any service level Agreement to the Client in regard to Provision or loss of service for its internet services. The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to internet with the Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.
- m) **DISCLAIMER OF INDIRECT DAMAGES.** The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from the Agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

**For Oben Services Private Limited**



**Authorized Signatory**

