

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT is made on this <DD> day of <MM>, <YYYY>, at _____ between **M/s. Software Technology Parks of India**, an autonomous society registered under the Societies Registration Act, 1860, having its registered office at the premises of 1st Floor, Plate B, Office Block-1, East Kidwai Nagar, New Delhi- 110023 and one of its Centres at STPI, KINFRA Hi-Tech Park, HMT Colony, Kalamassery, Kochi- 683503, represented by Mr. ____ (**Designation**) hereinafter referred to as '**the Licensor**', (which expression unless repugnant to the context and meaning thereof shall mean and include its successors and assigns) of **One Part**

AND

_____ a company incorporated under the Companies Act, 1956/2013 _____, represented by Mr. _____/a partnership firm represented by its partners M/s. (1) _____ (2) _____ (3) _____ having its business at _____/a proprietorship concern owned by Mr. _____/a government body represented by Mr. _____/an NGO represented by Mr. _____/a society registered under the Societies Registration Act, 1980 represented by Mr. _____ having its office/registered office at _____, hereinafter referred to as '**the Licensee**', (which expression unless repugnant to the context and meaning thereof shall mean and include its successors and assigns) of the **Other Part:-**

- A. WHEREAS the Licensor has been formed to establish and manage the infrastructure resources such as Communication facilities, space and amenities etc. and to provide such infrastructure resources to the users and to undertake software development//IT/IT Enabled Services.
- B. AND WHEREAS the Licensor has set up an Incubation facility at KINFRA Hi-Tech Park, HMT Colony, Kalamassery, Kochi- 683503 for promotion

of Software Development/IT/IT Enabled Services through data communication link and/or physical media.

- C. AND WHEREAS the Licensee has approached the Licensor with a request to allow the Licensee to temporarily use the said Incubation facility provided by the Licensor in the above-mentioned Software Technology Park Incubation Centre for the sole purpose of development of software and/or ESDM / IT / IT Enabled Services on the Terms and Conditions hereunder agreed upon on leave and license basis.
- D. AND WHEREAS the Licensor has agreed to grant to the Licensee to use the space & to provide other services to the Licensee on terms and conditions mutually agreed to & herein recorded, for a period not exceeding eleven months only from the date of signing of this agreement on the basis of leave and license only;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **DEFINITIONS:**

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings attached to them:

Business means the business and operations of the Licensee described in ***Schedule I*** to this Agreement.

Business Plan has the meaning given in Clause 3.1 of this Agreement.

Centre means the STPI promoted incubation centre STPI KOCHI situated at KINFRA Hi-Tech Park, HMT Colony, Kalamassery, Kochi- 683503.

Incubation Facility/Service at Licensor/STPI'S incubation centre shall consist of, mean and include **primarily the 'space'** to be provided to a Licensee, whether 'raw' or ready-to-use 'Plug and Play' (*PnP*) Space along with the 'Facilities' as listed/described in Schedule II as per the peculiar/specific requirement of the Licensee.

Facilities mean the facilities made available by the Licensor/STPI at the Centre, the current list of the facilities are set forth in **Schedule II** to this Agreement.

Fees have the meaning given in Clause 4.1 of this Agreement.

Licensed Premises means the Licensed Equipment and Licensed Space.

Licensed Equipment means the equipment and machinery made available to the Licensee at the Licensed Space and listed in **Schedule III** Part C to this Agreement.

Licensed Space means the Space described in Schedule III Part A of this Agreement and made available to the Licensee for temporary usage in terms of this Agreement.

Licensee Representations shall have the meaning given to it in Clause 2.5 of this Agreement.

Usage Conditions shall have the meaning given to it in Clause 2.3 of this Agreement.

2. LICENSE

2.1 Grant of License: Subject to the terms and conditions of this Agreement, the Licensor/STPI grants and the Licensee accepts, a fee-bearing, personal, non-transferable, non-sub licensable, time-bound license to use the Licensed Premises, for a period of eleven months, commencing from_____.

2.2 **Licensee Rights;** The Licensee shall have the following rights in relation to the Licensed Premises:

2.2.1 Use the Licensed Space to carry on its operations in relation to the Business and for no other purposes;

2.2.2 Entry and exit to the Licensed Space, including for its personnel and visitors;

2.2.3 Use the common areas of the Centre in a manner incidental to its operations in the Licensed Space;

2.2.4 Subject to making payment at the rates notified by the Licensor/STPI from time to time, usage of the Facilities in accordance with the terms set forth in the Usage conditions;

2.2.5 Enter, exit and use the vehicle parking area at the Centre on the terms and conditions prescribed by the Licensor/STPI from time to time; and

2.2.6 Put up signage in the area identified by Licensor/STPI;

The Licensee agrees that the Licensor/STPI is not obliged to continue providing all or part of the Facilities. The Licensor/STPI may discontinue some or all the Facilities at any time or suspend the provision of the Facilities during any period.

2.3 **Usage Conditions;** The Licensor/STPI may from time to time frame regulations relating to usage of the Licensed Premises, Centre and the Facilities ("Usage Conditions") or make changes/amendments to the same. The Licensor/STPI shall notify the Licensee about the changes/amendments to the Usage Conditions by (i) communication in writing, by facsimile or email and / or (ii) posting the same on <https://Thiruvananthapuram.stpi.in> or such other designated website. Notwithstanding the generality of the previous sentence, the changes/amendments to the usage conditions in relation to the Facilities may be

notified to the Licensee at the time when the Licensee seeks to utilize the same. The Licensee shall ensure strict compliance with all the Usage Conditions. Such Usage conditions may, without limitation, include provisions relating to (a) the nature of the activity that may be carried out in the Centre or the Licensed Space, (b) the kind of equipment and machinery that may be brought into and used at the Licensed Space or otherwise, (c) timings for operation of the Centre and the availability of the Facilities.

2.4 **No Leasehold Right;**

2.4.1 The Licensee agrees and accepts that the Licensors/STPI shall at all times, as per the settled law with respect to Licensors' rights in respect of a Licensed Premises, remain in possession of the subject Licensed Premises and the present Leave & License Agreement confers on the Licensee only a '**limited right**' to occupy and use the Licensed Premises for the purpose(s) specified in Licensee's Business Plan, to the extent agreed to, and approved by the Licensors/STPI. Therefore, Licensee's right as to the use of the Licensed Premises is strictly restricted only to **mere 'occupation'** of the Licensed Premises for the purpose(s) specified in Licensee's Business Plan, which under no circumstances shall be construed or interpreted by the Licensee to mean Licensee's right to be deemed in '*possession*' of the Licensed Premises or having been put in possession of the Licensed Premises.

2.4.2 The present Leave & License Agreement shall never be construed as any tenancy agreement or otherwise creating any other right or interest in the licensed premises/property in favour of licensee, which is not at all the intentions of the parties, but on the contrary merely a temporary agreement or arrangement simply to allow the Licensee to use and occupy the Licensed Premises as directed by the Licensors, under the control and supervision of the Licensors for the purpose of business as per the Licensee's Plan. Therefore, this Agreement does not confer on the Licensee any rights in the nature of possession, or any other right or interest in or to any part of the Licensed Premises or the Centre. The Licensee shall not have, and this Agreement shall not be construed as conferring on the Licensee any leasehold interest in the Licensed Premises. The Licensors/STPI shall at all times be

deemed to be in possession of the Licensed Premises. If any provision of this Agreement is sought to be construed as granting to the Licensee, rights in the nature of a lease in respect of the space occupied by the Licensee, such provision shall be read down/construed in a manner so as to ensure that the Licensee has only a license to use the Licensed Premises, and no other right whatsoever.

2.4.3 The words 'Lease', 'Lease Agreement', 'Leasehold' and 'Rent' etc. used loosely and/or interchangeably with the words 'License', 'License Agreement' and 'License Fee' etc. by officials/employees of the parties to this Agreement, either prior to the execution or during the currency/subsistence or after the expiry/termination/determination of the present Leave & License Agreement in the correspondence exchanged between the parties regarding the grant/renewal/extension etc. of the License for use of the Licensed Premises, shall not at all be, under any circumstance, taken to mean and interpret that the present Leave & License Agreement was intended to be a Lease Agreement, and not a Leave & License Agreement.

2.5 **Licensee Representations:** The Licensee represents and warrants that all the representations set forth in **Schedule IV** ("Licensee Representations") are true, correct and accurate as on the date of this Agreement and further covenants that it will ensure that the representations remain true, correct and accurate during the term of this Agreement. The Licensee's promoters hereby confirm the representations titled as "Representations of the Promoters" in Schedule IV and in token thereof have executed this Agreement. The said promoters further covenant that they will ensure that such representations remain true, correct and accurate during the term of this Agreement. The Licensee undertakes to keep the Licensor/STPI informed about any fact, event or circumstance that results in any breach or inaccuracy of any of the Licensee Representations.

2.6 **Internet:** The Licensee shall avail the internet facility as per **Annexure I**.

2.7 **Restrictions:** The Licensee shall always be subject to the following conditions and restrictions:

2.7.1 The Licensee shall always use the Centre, the Licensed Premises and the Facilities for its Business only.

2.7.2 The Licensee shall comply scrupulously with the provisions related to the Licensee's Business Plan.

2.7.3 The Licensee shall not bring onto, store or use any dangerous, hazardous or prohibited material at the Centre or the Licensed Space.

2.7.4 The Licensee shall duly comply with all rules, regulations, policies, and instructions that may be framed by the Licensor/STPI from time to time in respect of the access and usage of the Centre, the Space and the Facilities, including the Usage Conditions.

2.7.5 The Licensee shall only use software that the Licensee has rights to use under a valid license and shall ensure compliance with the terms of such license.

2.7.6 The Licensee shall not do any act that may cause annoyance to other occupants of the Centre or members of the public while operating from the Centre.

2.7.7 The Licensee shall ensure that only legitimate business activities shall be conducted at the Licensed Space and the Centre. The Licensee shall not do any act, deed or thing that is contrary to any law, rule or regulation. The Licensee shall also not carry out any "unethical" business practices.

2.7.8 The Licensee shall not carry out any wiring or install any networking and related cables in the Licensed Premises without the prior written permission of the Licensor/STPI.

2.7.9 The Licensed Premises consists of Schedule III Part A and Part B. Part A of the said schedule has a designated number of seats and work-stations

and Part B consists of raw space as set forth in Schedule III. The Licensee shall not bring any furniture or equipment (apart from personal computers) into the Licensed Premises forming part of Schedule III Part A nor shall carry out any structural or non-structural alterations to the Licensed Premises forming part of Schedule III Part A. Unless otherwise set forth in the Usage Conditions, the Licensee shall require the Licensors/STPI's approval to bring any hardware items into the Licensed Space apart from personal computers.

2.7.10 Except using the Licensed Equipment for its business operations as contemplated in the Business Plan, the Licensee shall not use the same for any other purposes.

2.7.11 The Licensed Premises consists of Schedule III Part A and Part B. Part A of the said schedule has a designated number of seats and workstations and Part B consists of raw space as set forth in Schedule III. The Licensee shall ensure that only such number of persons work at the Licensed Premises forming part of Schedule III Part A. Any increase in the number of personnel who may work at the Scheduled Space forming part of Schedule III Part A shall require the Licensors/STPI's prior written approval.

2.8 Reporting Requirements: The Licensee shall at such intervals as may be prescribed by the Licensors/STPI provide the reports listed in **Schedule V** to this Agreement to the Licensors/STPI.

2.9 Inspection Rights: Without prejudice to inspection rights granted elsewhere in this Agreement, the Licensors/STPI shall have the right to enter the Licensed Space, inspect the same and inspect books, records and equipment maintained at the Licensed Space at any time to ensure that the Licensee is complying with the terms and conditions set forth in this Agreement.

3. LICENSEE'S BUSINESS PLAN

3.1 The Licensee acknowledges that a material consideration for the Licensor/STPI to enter into this Agreement with the Licensee is the Licensee's representation, as recorded in the Licensee's business plan ("Business Plan") submitted to the Licensor/STPI that the Licensee carries on the business of developing software products and software technology and that the Licensee will own such products and technology. A copy of the Business Plan is annexed to this Agreement as **Annexure II** to this Agreement.

3.2 The Licensee represents and warrants that the Licensee shall adhere to the terms of the Business Plan in all material respects. If there occurs, or if the Licensee apprehends the occurrence of, a significant deviation from the Business Plan, or any event that may adversely impact the implementation of the Business Plan, the Licensee shall promptly intimate the Licensor/STPI of the same and furnish such particulars as the Licensor/STPI may require.

3.3 The Licensee represents and warrants the Licensee shall not carry on business other than as specifically identified in the Business Plan.

3.4 Any change in the Business Plan shall require the prior written approval of the Licensor/STPI.

3.5 The Licensor/STPI shall be entitled at any time to enter upon and inspect the Licensed Premises/Space, the books and records of the Licensee and the activities being carried out by the Licensee at the Facility to ensure that the Licensee is adhering to its Business Plan in letter and spirit. The Licensor/STPI shall take steps to protect the confidentiality of all material and information that the Licensor/STPI would have access to during the process of such inspection is maintained.

4. LICENSE FEES AND OTHER CHARGES

4.1 In consideration of granting the license to operate from the Licensed Premises, the Licensee shall pay the Licensor/STPI the license fees ("Fees") as

computed in **Schedule VI** to this Agreement. The Fees shall be subject to enhancement in the manner provided for in Schedule VI to this Agreement. The Fees set forth in Schedule VI do not include charges for the telephone facility, internet and any other utility that may be provided by the Licensor/STPI from time to time. The Licensee shall pay for the telephone facility, internet and other utilities at the Licensor's/STPI's then current rates.

4.2 The License Fee payable by the Licensee to the Licensor shall be computed/calculated @Rs. per Sq. Ft. for 'space' and @Rs. per seat for 'PnP Space' plus applicable taxes. License Fee payable against usage of space as mentioned above shall be paid by the Licensee to the Licensor/STPI **in advance on or before the 7th of every month**. The payment of Fee beyond the aforesaid date shall render the Licensee liable for payment of interest @1% per month or part thereof, till the date of payment of the delayed License Fee.

4.3 The amount of Fee(s) payable by the Licensee to the Licensor/STPI for use of 'Facilities' as mentioned in Schedule-II shall be as per the Invoices/Bills raised in respect thereof, based on fixed charges and/or usage of any additional facilities and actual consumption of electricity etc., as the case may be, and the same shall be paid by the Licensee to the Licensor not later than 7 days from the date of receipt of the Invoices/Bills raised as such.

4.4 The Licensee after duly acknowledged receipt of the Invoices/Bills raised in respect of the various facilities/services provided to the Licensee as described in Schedule-II, Schedule-III-Part-A, Schedule-III-Part-B and Schedule-III-Part-C, shall **within a week** thereafter, bring to Licensor/STPI's notice discrepancies/inaccuracies, if any, for rectification/correction/clarification, failing which Licensee's right to seek correction(s)/rectification(s) thereof, shall be deemed to have been waived off by the Licensee. After the expiry of the aforesaid period of 7 days, the Licensor/STPI shall be under no obligation to entertain Licensee's request for rectification(s) /correction(s)/clarification(s) etc. as aforesaid. The Licensee agrees and accepts that the Licensor's underlying intent and purpose behind getting the Licensee to have the aforesaid correction(s)/rectification(s) etc. done within a period of 7 days from the date of raising the Invoices/Bills is to obviate

the occurrence of uncalled for delays in payment of Fees by the Licensee, which might lead to otherwise avoidable disputes and differences between the parties. However, the Licensors/STPI on its sole discretion, if it deems it appropriate, may consider Licensee's request to effect aforesaid correction(s)/rectification(s) etc. and/or provide necessary clarification(s) with regard thereto.

4.5 It is unequivocally agreed and accepted by the Licensee that the License Fee payable in advance against the 'raw' or 'PnP' space licensed to the Licensee under this Agreement shall become due and payable on 7th of each calendar month during the currency of the present Agreement. In case of a dispute pending adjudication before an Arbitrator regarding unpaid outstanding dues on part of the Licensee, a claim towards the recovery of unpaid dues, in particular, on account of the Licence Fee payable each month to the Licensors shall not be liable to be objected to/rejected/denied by the Licensee on the ground that a separate invoice raised each month in respect of the agreed License Fee alone shall be the proof for the payment of the unpaid agreed License Fee in view of the fact that payment of monthly License Fee is a contractual obligation cast on the Licensee for occupation and use of the licensed premises in terms of the present agreement irrespective of the fact whether or not an invoice in respect thereof was separately raised.

4.6 For usage of Facilities, the Licensee shall pay such charges (hereafter "Charges") and in such manner as may be prescribed from time to time by the Licensors/STPI. If any Charges are unpaid, then the Licensors/STPI may, in its sole discretion, restrict the availability of any or all Facilities to the Licensee until the Charges are paid, or terminate this Agreement.

4.7 In addition to the Fees and Charges the Licensee has deposited with the Licensors/STPI, an interest free sum of Rs. _____ (Rupees _____ only) per seat at the Licensed Space forming part of Schedule III Part A and Rs. _____ (Rupees _____ only) per sq. ft. for the Licensed Premises forming part of Schedule III Part B (hereafter "the Security Deposit") by way of security, which is equivalent to 3 months License Fee & Service Charges, for the due performance of its obligations under this Agreement. The Licensed Premises forming part of Schedule III Part A has ____ seats and the Licensed Premises

forming part of Schedule III Part B has an area of _____sq.ft. Accordingly the Licensee has deposited an amount of Rs._____ vide Cheque no./online transfer bearing transaction ID _____ dated _____ in favour of _____. The Security Deposit shall be subject to adjustment based on the number of seats provided at the Licensed Premises forming part of Schedule III Part A and total area of the Licensed Premises forming part of Schedule III Part B. The Security Deposit shall be refunded to the Licensee interest-free upon the expiry or termination of this License for any reason whatsoever after adjusting for any unpaid Fees, Charges and cost of replacement or repair to the Licensed Premises or any property at the Centre may be deducted from the security deposit prior to refund of the same.

4.8 The fees set forth above are exclusive of taxes such as GST/service tax/sales tax and any other applicable taxes. All such taxes shall be to the Licensee's account and shall be reimbursed upon a demand by the Licensor.

5. MAINTENANCE

5.1 The Licensee shall be responsible for the day-to-day upkeep of the Licensed Space though the Licensor/STPI may provide housekeeping assistance in its sole discretion. The Licensee shall not attempt to replace or repair any Licensed Equipment. The Licensee shall notify the Licensor/STPI of any damage to the Licensed Equipment to enable the Licensor/STPI to take appropriate action.

5.2 The Licensor/STPI shall maintain the Centre (other than the Licensed Premises) and undertake all repairs and replacements as may be necessary from time to time in its sole discretion.

5.3 If the Licensed Premises or any part thereof is damaged or destroyed for reasons other than any fault or negligence attributable to the Licensor/STPI, Licensee shall bear the costs for repair or reinstatement of the Licensed Premises. All work related to such repair or reinstatement shall be carried out by the Licensor/STPI or agencies nominated by the Licensor/STPI.

5.4 Except for undertaking repair and replacement for damage caused to the Licensed Premises for reasons attributable to the fault or negligence of the Licensors/STPI, the Licensors/STPI shall not be liable to pay any damages or compensation to the Licensee for any inconvenience or loss of use of the Licensed Equipment.

6. TERM AND TERMINATION OF THE LICENSE

6.1 Unless terminated or renewed in accordance with the provisions of this Agreement, this Leave and License Agreement shall be for a term of eleven months with a minimum lock-in period of 6 months from the date of this Agreement (hereinafter referred to as "the Initial Term").

6.2 If the Licensee is desirous of renewing the license beyond the Initial Term, the Licensee shall communicate the same to the Licensors/STPI at least one month prior to the expiry of the Initial Term. The Licensors/STPI may consider granting a renewal of the Licensee on such terms and conditions as the Licensors/STPI may deem appropriate. The grant or refusal of the renewal shall be considered on such terms and conditions as may be deemed appropriate by the Licensors/STPI. Nothing in this Agreement shall be construed as granting the Licensee a right of renewal of the License. Renewal shall be affected by execution of a fresh Leave and License Agreement on terms and conditions prescribed by the Licensors/STPI. If the application for renewal is not approved by the Licensors/STPI, it shall be deemed that renewal has been refused. Accordingly, this Leave and License Agreement shall stand terminated on the expiry of the Initial Term.

6.3 After the expiry of the present Leave & License Agreement with efflux of time, the Licensee if wants to continue availing itself of the Incubation Facility provided/licensed to it, shall seek extension/renewal of the same in the manner specified in Clause 6.2 above. The acceptance or rejection of such request for extension/renewal of the Leave & License Agreement shall be at the sole discretion of the Licensors meaning thereby that the Licensors is under no obligation whatsoever

to assign or explain any reason(s) for the rejection of Licensee's request for the renewal/extension of the Leave & License Agreement.

6.4 It is agreed and accepted by the parties that the renewal/extension of the current Agreement by way of execution of a fresh Agreement for a period of another 11 months shall be in *uninterrupted continuation of the present Agreement* in so far as and to the extent, the terms and conditions of the freshly executed Agreement are not inconsistent with the terms and conditions of the present License Agreement in respect of rights and liabilities of the parties.

6.5 It is agreed and accepted by the Licensee that in the event of continuation of the present Agreement through renewal/extension of the same as aforesaid, *all outstanding dues payable by the Licensee to the Licensor as on the date of expiration of the present Leave & License Agreement by efflux of time shall stand carried forward in continuity to be integrated with the payments falling due and payable during the term of the freshly executed Agreement so as to ensure recovery of the outstanding dues of the present Agreement by the Licensor during the term/currency of the freshly executed Agreement, and even thereafter, without there being any distinction between the amounts falling due and payable during the currency of the present Agreement and those falling due and payable during the currency of the freshly executed Agreement for the purpose of the extension/renewal of the present Leave & License Agreement.*

6.6 Either party may terminate this Agreement by issuing a thirty-day notice to the other party detailing the reasons for such termination.

6.7 In the event that either party ("**Defaulting party**") commits a breach of its obligations under this Agreement, the other party may issue a notice to the Defaulting Party setting forth the breach and requiring rectification of the same within thirty days of the issue of the notice, failing which, this Agreement may be terminated by a further notice issued to the Defaulting Party. In the case of the Licensee, breach includes (a) non-payment by the Licensee of the Fees and/or other charges payable by the Licensee under various heads within the timeframe

stipulated in the Agreement (b) cessation of business by the Licensee or (c) the Licensee carrying on activities that are not contemplated in the Business Plan.

6.8 Consequences of Expiry/Termination:

6.8.1. Forthwith and not later than 7 working days from the termination of this Agreement, the Licensee shall vacate the Licensed Premises and remove all its equipment from the Licensed Premises.

6.8.2. The Licensee shall ensure that the Licensed Premises/Licensed Space is in the same condition as it were at the time of inception of the license/occupation of the premises for the purpose(s) specified in the present agreement, except for reasonable wear and tear. The Licensee's occupation of the Licensed Premises beyond such expiry or termination, as the case may be, shall be deemed to be that of a trespasser. For avoidance of any doubt as to in what condition the Licensed Premises/Space was handed over to the Licensee, the Licensee at the time of occupation of the licensed premises shall be required to get the space/premises thus handed over to it photographed/videographed and such videographed/photographed content shall be handed over by the Licensee to the Licensor, as also a copy thereof retained by the Licensee for the purpose of reference in future at the time of vacating the premises, as and when the Leave & License Agreement comes to an end, in order to ensure that the same is handed over back to the Licensor, more or less, in the same condition as it was in at the time of being taken over by the Licensee. Any loss occasioned to the Licensee at the time of vacating the licensed premises on account of inapt handling of its goods/articles/belongings/installations/fixtures/furniture/furnishings and any other thing, which the Licensee may claim as belonging to it, or on any other count shall neither be attributable to, nor recoverable from the Licensor.

6.8.3. If the Licensee fails to vacate the Licensed Premises and remove its equipment and all other belongings from the Licensed Premises within 15 days or within such additional time that may be granted by the Licensor on its sole discretion on Licensee's request in writing after coming to an end of the present Leave &

License Agreement, whether by efflux of time, termination or determination thereof at an earlier date, the Licensee shall become liable to compensate the Licensor for concomitant/resultant illegal and unauthorized occupation of the subject premises *for the entire period* during which the Licensee continues to occupy the subject premises, notwithstanding the fact that consequent upon cessation of the Leave & License Agreement, the Licensee stood prevented from entering in and operating from the subject premises. The Licensee shall stand liable to compensate the Licensor for such illegal and unauthorized occupation of the licensed premises by paying *mesne profits* for the loss of revenue accruing to the Licensor resulting from its inability to rent out the licensed/subject premises against License Fee to other interested start-ups/business entities etc. having been prevented to do so by the Licensee on account of the aforesaid illegal occupation of the Licensed Premises. The *mesne profits* payable thus, to the Licensor shall be @ 150% per month of the monthly License Fee paid by the Licensee in terms of the present Leave & License Agreement for *such entire period of time* during which the Licensee continues to remain in illegal and unauthorized occupation of the subject/licensed premises.

6.9 The Licensor/STPI shall not be responsible for any damage to the Licensee's equipment during the process of vacation/removal. The Licensor/STPI shall also not be responsible or liable for any loss, injury or damage to the Licensee, its data and information, business, operations or reputation on account of any such action taken by the Licensor/STPI for vacating the Licensed Premises and removal of the Licensee's equipment from the Licensed Premises. The Licensee hereby waives any and all claims that it may have against the Licensor/STPI with regard to any and all steps which the Licensor/STPI may take in order to vacate the Licensed Premises and remove the Licensee's equipment from the Licensed Premises.

6.10 Without prejudice to the other provisions of this Agreement,

6.10.1 The Licensee may terminate this Agreement without cause by prior written notice of 90 days;

6.10.2 The Licensor/STPI may terminate this Agreement without cause by prior written notice of 90 days.

6.11 Without prejudice to the foregoing, the Licensors/STPI may terminate this Agreement at any time:

6.11.1. immediately upon any promoter, director or officer of the Licensee being prosecuted for any offence involving any criminal activity including but not limited to any form of cyber crime/cyber bullying or any promoter, director or officer of the Licensee being found guilty of an offence involving moral turpitude;

6.11.2. immediately upon the Licensee becoming subject to proceeding in the nature of winding-up, liquidation or insolvency, voluntary or otherwise.

7. WARRANTIES, INDEMNITIES AND LIMITS OF LIABILITY

7.1 In addition to the Licensee Representations, the Licensee warrants and covenants that;

7.1.1 this Agreement has been executed by its duly authorized representative;

7.1.2 it has not, and will not, enter into any other arrangement or agreement that would prevent fulfilment of its obligations hereunder;

7.1.3 it shall abide by the terms and conditions of this Agreement scrupulously and in particular with the conditions of the License stipulated in this Agreement;

7.1.4 it shall be the duty of Licensee to pay promptly all wages and statutory benefits payable to its employees and personnel. However, in case of its violation by the Licensee, the Licensors shall not be held responsible for any such default

7.1.5 it shall not do any act, or omit to do any act, that would bring disrepute to the Licensor/STPI;

7.2 The Licensee shall indemnify, defend and hold harmless the Licensor/STPI, its directors, officers and employees, from any and all claims, losses, and liabilities that may arise due to any act or omission on the part of the Licensee or any of its personnel, managerial or otherwise, including but not limited to any illegal activity in the nature of cyber crime/cyber bullying or any breach of the terms and conditions of this Leave and License Agreement.

7.3 The Licensor/STPI does not warrant that the Licensed Premises, the Centre, or any facility is suitable for a particular purpose or that the Facilities and utilities will be continuously available, be error free or free from defects or deficiencies. The Licensor/STPI does not also warrant that the (a) access to Licensed Space or (b) the Facilities, will be available at all times to the Licensee.

The Licensor/STPI disclaims all warranties, express and implied. The Licensor/STPI offers no indemnities to the licensee. Use of the Licensed Premises, Centre and Facilities by the licensee shall be on *as is where is* basis.

8. MISCELLANEOUS

8.1 Dispute Resolution:

8.1.1 If any disputes or differences of any kind whatsoever arise between the parties in connection with or arising out of or relating to or under this Agreement, the parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned disputes or differences arose, such disputes or differences shall be referred to the Sole Arbitrator to be appointed from amongst the panel of 3 names to be nominated by the Director General of the Licensor. The Director General, with the *express consent of the parties in writing*, shall appoint Sole Arbitrator from amongst the names suggested

by the Director General and *agreed to by the parties*. In the event that the parties fail to appoint an arbitrator with mutual consent within 30 days of the names suggested by the Director General of the Licensor for appointment of sole arbitrator, the appointment of sole arbitrator shall be made in accordance with the relevant provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at Kochi. The award made by the arbitrator shall be binding on the parties hereto. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended upto date. The language for the conduct of Arbitral Proceedings shall be English.

8.1.2 Without prejudice to the generality of the above, disputes between the parties whether in relation to any interim relief, challenge to any award of the arbitrator or otherwise shall be subject to the exclusive jurisdiction of the courts within whose territorial jurisdiction the seat of Arbitration falls/is located.

8.2 The Parties shall be excused from performing their respective obligations for reasons beyond the control of such Party like natural disasters, terrorist attacks, rioting and general strikes. If the force majeure event continues for more than 15 days either Party may terminate this Agreement with no liability on either side, except that all accrued Fees and Charges shall continue to be payable by the Licensee.

8.3 The provisions of this Agreement are severable such that if any of them becomes unenforceable or invalid, the remaining provisions shall continue to apply in full force and effect. The Parties shall endeavor to replace the invalid provision with a valid and enforceable provision similar in intent.

8.4 Any instance of a waiver of rights by either Party shall not be deemed to be a general waiver of all rights or of any subsequent breach.

8.5 The Licensor/STPI shall not under any circumstances be responsible or liable either to the Licensee or any third party for any loss, damage or injury caused

to such person or entity, its business, properties, operations or reputation for any action that the Licensor/STPI may bonafidely take pursuant to the rights granted to the Licensor/STPI under this Agreement, notwithstanding that the Licensor/STPI was aware or should have been aware that such loss, damage or injury could be caused on account of its actions.

In witness whereof the Licensor/STPI and the Licensee have signed this Agreement as under:

Signature	Signature
Name	Name
Title	Title
For and on behalf of Licensee)	(For and on behalf of Licensor/STPI)

WITNESSES (Name, address & Mobile No.)	WITNESSES (Name, address & Mobile No.):
1.	1.
2.	2.

Schedule I – Business

Schedule II – Facilities

Facilities:

1. Internet through the Licensor's / STPI's Leased line
2. Air conditioning
3. Backup Power supply
4. Library Facility
5. Reception and Cafeteria
6. Conference room with Audio-visual facility
7. Auditorium / Training hall
8. Meeting rooms
9. Telephone facilities

Schedule III – Part A

Licensed Premises/Licensed Space Plug and Play (PnP)

Ref. No.:

Date:

S. No.	Particulars	Allotted Details
1.	Name of the Incubation Unit	
2.	Registered Address of the Incubation Unit	
3.	Purpose of Incubation service	
4.	Room / Cabin / Hall Number	
5.	Area (Sq. feet) / No. of Seats	
6.	Electrical Fittings:	
6.a)	Lamps (CFL, Bulb, Tube Lights etc.)	
6.b)	Fans (Wall, Ceiling etc.)	
6.c)	Air Conditioners	
7.	Furniture:	
7.a)	Tables	
7.b)	Chair	
7.c)		
7.d)		
8.	Allotted UPS Load (KVA)	
9.	Allotted Power/DG Load (KVA)	

Applicable Tariff:

S. No.	Particulars	Rate
1.	Rent per seat	
2.	Electrical Charges (Fixed Charges)	
2.a)	Raw Power with DG Back up per KVA per month	
2.b)	UPS Back up per KVA per month	
3.	Energy Charges per unit (Kwhr)	

Schedule III – Part B

Licensed Premises/Licensed Space (Semi furnished Space)

Ref. No.:

Date:

S. No.	Particulars	Allotted Details
1.	Name of the Incubation Unit	
2.	Registered Address of the Incubation Unit	
3.	Purpose of Incubation service	
4.	Room / Cabin / Hall Number	
5.	Area (Sq. feet)	
6.	Electrical Fittings:	
6.a)	Lamps (CFL, Bulb, Tube Lights etc.)	
6.b)	Fans (Wall, Ceiling etc.)	
6.c)	Air Conditioners	
7.	Furniture:	
7.a)	Tables	
7.b)	Chair	
7.c)		
7.d)		
8.	Allotted UPS Load (KVA)	
9.	Allotted Power/DG Load (KVA)	

Applicable Tariff:

S. No.	Particulars	Rate
1.	Rent per sq. feet	
2.	Electrical Charges (Fixed Charges):	
2.a)	Raw Power with DG Back up per KVA per month	
2.b)	UPS Back up per KVA per month	
3.	Energy Charges per unit (Kwhr)	

Schedule III – Part C

Equipment and Machinery

SI No.	Description of the Item	Quantity
1	Workstation Cubicles	
2	Pedestals	
3	Cupboards (Half height storages)	
4	Workstation Chairs	
5	Round Table (Discussion table)	
6	Networked ports for connectivity	
7	Access cards	
8	Telephone Instruments	--

Schedule IV

Licensee Representations

Representations of the Promoters:

- (a) There are no criminal or civil proceedings pending against them in any Court of Law in India or abroad.
- (b) They are not undischarged insolvent.

Representations of the Licensee

- (a) The Licensee represents and warrants that the Licensee shall ensure that it will carry on activities directly or indirectly related to the Business at the Licensed Premises.
- (b) It is a Government Body/ NGO/ Individual/ startup/ sole proprietors/ private limited company within the meaning of the Companies Act, 1956 or the Companies Act, 2013, as the case may be and is duly organised, legally existing in good standing under the laws of India and has all requisite corporate power and authority to own its assets and carry on its business in the manner in which it is now conducted. It has all governmental licenses, permits and approvals necessary to conduct its business as currently operated, and these permits, licenses and approvals are and will be kept in full force and effect.
- (c) The copies of the Certificate of Incorporation and the Memorandum and Articles of Association of the Licensee, which have been certified and initialed by an officer on behalf of the Licensee and furnished to the Licensor/STPI, are correct and complete and reflect all amendments made thereto prior to the execution of this Agreement.
- (d) None of the following have occurred and is subsisting and no notice in connection therewith has been served in relation to the Licensee:
 - i) An application to a court for an order, or the making of any order, that it be wound up, that a liquidator, receiver or custodian be appointed of the Licensee or any of its assets or that it be placed in bankruptcy;
 - ii) A resolution for winding up;
 - iii) The convening of a meeting or passing of a resolution to appoint a liquidator.
 - iv) A scheme of arrangement, amalgamation or reconstruction or arrangement or composition with or assignment for the benefit of, all or a class of creditors.

- v) The taking of any action to seize, attach, take possession of or appoint a custodian, receiver, liquidator or manager in respect of the Licensee or any of its shares or property.
 - vi) They are not engaged in or threatened by any litigation whose outcome might materially and adversely affect their financial condition; or
 - vii) Any other event or condition which could have a material adverse impact on the Licensee or its ability to fulfill its obligations in terms of this Agreement.
- (d) The Licensee is not a party to or otherwise bound by any agreement which would in any way affect the performance of its obligations under this Agreement and there are no existing or threatened actions or proceedings against it which, if decided against it, would have a material adverse effect on it or its business, properties and assets or on its ability to perform its obligations under this Agreement.
- (e) The Licensee has obtained all necessary consents and approvals both statutory and otherwise as may be necessary for executing this Agreement or fulfilling the obligations set out herein.

Schedule V – Reporting

- (a) Quarterly reports containing information relating to implementation of the Business Plan and operations of the Licensee in such format as may be prescribed from time to time.
- (b) A certified copy of the Licensee's Annual Report (as filed with the Registrar of Companies) including the profit and loss account, balance sheet, director's report and auditor's report.
- (c) Such other reports as the Licensor/STPI may require from time to time.

Schedule VI- Fees

1. The Licensee shall be charged Rs. /- (Rupees _____ only) per month per seat (charges) / per Sqft (charges) for the Licensed Premises
2. Security Deposit: The Licensee has deposited with the Licensor/STPI a sum of Rs. /- ----- (Rupees only) as an interest free Security Deposit.
3. In addition to the charges for usage of the Licensed Premises, charges for telephone, usage of Facilities (Auditorium & conf Room), facsimile services, photocopying, cafeteria etc., shall be billed to the Company based on approved tariff/ actual usage by the Licensee.

a. Conference Hall/Meeting room and Auditorium/Training Hall charges:

Meeting Room Type	Tariff
Meeting/ Discussion Room	Rs. _____ per 1 hrs usage
Conference/ Board	Rs. _____ per 4 and 1/2 hrs usage
Auditorium/Training Hall	Rs. _____ per 4 and 1/2 hrs usage

b. The Charges for the following Services are “At Actual”

- i. Telephone Charges
 - ii. Fax charges.
 - iii. Print Services (Black & White)
 - iv. Xerox charges
 - v. Scanning Charges
4. The Licensor/STPI reserves the right to revise the charges from time to time. Upon notification to the Licensee, the revised charges shall come into effect.

Schedule VII- Do's and Don'ts

DO'S

- ✓ To Licensee's staff shall always display the Identity Cards and Co-operate for security checks.
- ✓ To Licensee may display the Name boards/Sign boards of the Licensee only in an area designated or approved by the Licensor/STPI.
- ✓ To take prior written consent of the Licensor/STPI w.r.t any modifications of the Space or premises.
- ✓ To strictly abide by the Telecom Regulatory Authority of India Act (TRAI) 1997, Information Technology Act, 2000 as amended by Information Technology Act, 2008 made thereunder and any amendments or replacements made thereto from time to time.
- ✓ The Licensee shall not lend the IP addresses supplied by the Licensor/STPI in turn to any third party.
- ✓ To register with the Department of Telecommunication (DoT) and obtain OSP Certificate in case the Subscriber is catering to services which falls under the Other Service Providers (OSP) category viz Call Centre, Tele-medicine, Tele-banking, Tele-trading, Tele-Education, E-publishing, Medical Transcription, Network Operating Center, KPO/BPO, Vehicle Tracking System/Services, Billing Services, Financial Services, E-commerce etc..
- ✓ To inform the Internet Service Provider/the Licensor/STPI about the usage of VOIP, Integration of PSTN voice service, if any, along with the relevant documents.
- ✓ To strictly avoid Environmental Pollution and/or Unreasonable noise.
- ✓ To maintain orderly and disciplined behaviour by all the employees and visitors of the Licensee at the space or premises.
- ✓ To keep the space, interiors, fixtures and other equipment in neat and clean and in a state of good condition.
- ✓ The vehicles shall be parked only at the designated parking lots allotted to the licensee.
- ✓ To consume eatables only in the Canteen/Specified area.

DON'TS

- Do not permit the discharging, dumping, leaving or burning of any waste into the surface or other drains or any water source in or upon any part of the Licensed Premises/Licensed Space.
- Do not carry out any substantial or structural modifications within the Licensed Premises/Licensed Space.
- No Dangerous, Hazardous or Prohibited material/substance shall be brought, stored or disposed of within the Licensed Premises/Licensed Space.
- Do not modify any existing electrical wirings or replace any existing fire alarm fixtures and fittings in the Licensed Premises/Licensed Space.
- Not to use any **INFLAMMABLE** material in the Licensed Premises/Licensed Space.
- **Smoking/consuming alcohol** is not allowed and is strictly prohibited in the office space.

Annexure I - Internet Facility

< Internet Policy of the concerned STPI Directorate >

Annexure II - Business Plan

< to be provided by the concerned Licensee >