



गोवा GOA

A 657083

Serial No. 14652 Place of Vendor, Porvorn - Goa. Date 14/11/22
Value of Stamp paper 100/-
Name of Purchaser waissl Limited
Residence _____ Name of Father _____
Purpose _____ Transacting Parties _____

USER AGREEMENT

No:-Goa/R/2022-23/019

Signature of Vendor

Signature of Purchaser

THIS AGREEMENT is made on this day of 09th day of December of the year 2022 (hereinafter the "Effective Date") at Mopa in the state of Goa by and between;

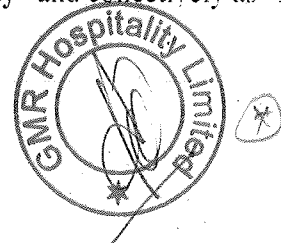
WAISL LIMITED, incorporated under the Companies Act 1956, with Corporate Identification Number (CIN) U72200KA2009PLC051272, in India and having its registered office at 109, K. H. Road Shanti Nagar, Bangalore 560027 and Corporate Office at Project Office, First Floor, Wing D, New Udaan Bhawan, Complex, Opp. Terminal - 3, IGI Airport New Delhi 110037 and Branch office at H No 923/220, G 401 G block, Alps Valley, Next to GP Residency, Samarth Nagar, Socorro, Bardez Goa, North Goa, Goa, 403521 (hereinafter referred to as "WAISL" which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of **ONE PART**.

And

GMR Hospitality Limited incorporated under the laws of India and having its principal office located at BCCL, Times Internet Building, Second Floor, Plot No. 391, Udyog Vihar Phase - III Gurugram, 122016 (hereinafter referred to as "User" which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **SECOND PART**.

The term User shall include all affiliates using the same carrier code or Brand/Company name as provided in the User Profile Form (annexed as *Exhibit 3*) and operating at the Airport.

WAISL and the User are hereinafter individually referred to as "Party" and collectively as "Parties".



WHEREAS:

- A. WAISL has been granted the exclusive right, ownership of the existing IT system and concession to design, finance, procure, supply, develop, construct, operate, maintain and manage the IT Systems (*as defined below*) and IT Equipment (*as defined below*) at all passenger terminals of the Airport (*as defined below*) by GMR GOA International Airport Limited (“GGIAL”) pursuant to the terms of a License Agreement, dated March 03, 2021, entered into between GGIAL and WAISL and effective from March 03, 2021 (the “**License Agreement**” or “**LA**”), as amended from time to time;
- B. In accordance with the License Agreement, WAISL has the exclusive right to render the Services (*as defined below*) to the airline and other users operating at the Terminals (as defined below) of Airport and has the right to levy and collect the Charges from such users. Pursuant to the terms of the License Agreement, the right, title, interest, and ownership in all the IT Systems and IT Equipment at Terminals of the Airport, was transferred by GGIAL to WAISL (“the Licensee”) and the License Agreement is valid till May 30, 2059;
- C. The User is operating at the Terminals pursuant to the agreement executed with GGAIL and may desire to avail the Services rendered by WAISL; and
- D. Accordingly, the Parties are executing this Agreement to record the terms and conditions on which WAISL has agreed to render the Services to the User and the User has agreed to avail the Services of WAISL at the Airport (*as defined below*).

NOW, THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

For the purposes of this Agreement, the terms set forth below shall have the following meanings:

"Actual Date of Commencement of Service" / "ADOC" shall mean the day when User shall start its operation at the Terminal(s). To substantiate the actual date, the User is required to submit a signed certificate of commencement of their services / operations from their authorised signatory to WAISL within three (03) days of starting such operation;

"Equipment" or "IT Equipment" shall mean the IT equipment, and WAISL-provided software installed with the IT System, and placed at the disposition of users of the IT Service; such equipment is, and shall remain, the sole and exclusive property of WAISL; it is hereby specifically acknowledged and agreed that the term "IT Equipment" shall not be deemed to include User Equipment;

"IT Systems" shall mean the IT systems comprised at All Terminals (including the associated IT equipment) which are being operated and owned by WAISL;

"Operating Procedures" shall mean the operating procedures as set out in *Exhibit 7* (may be blank in some cases where not applicable) of this Agreement which sets out the operating



instructions for the operation of the IT Equipment's, applicable only in cases where TMRS sets are being used by the User.

"**Passenger Terminals**" shall mean the (i) existing passenger terminals at the Goa Airport at Mopa including and (ii) proposed passenger terminals to be developed by GGIAL in future as a part of its expansion plan;

"**Regulations**" shall mean all directives, rules, and regulations, promulgated by the relevant authority(s) having jurisdiction over the Airport, pertaining to the installation, operation, and maintenance of the IT Equipment thereat;

"**Service/s**" shall mean such services as set out in *Exhibit 1*.

"**SRF**" shall mean Service Request Form received from User towards any increment of services during the Term.

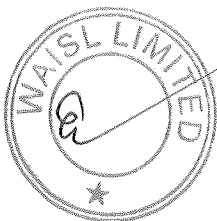
"**User Equipment**" shall mean any equipment at All Terminals that has been requested by the User, has been installed for use of the User and has been paid solely by the User;

2. SCOPE OF AGREEMENT

- 2.1 This Agreement shall govern the terms and conditions upon which the Services shall be provided to the User by WAISL at All Terminals Any services not explicitly prescribed in this Agreement which User requests WAISL to provide shall not be deemed to be contemplated hereby and shall be considered as a change request in respect of which the Parties shall mutually agree on the price to be incurred on the execution of a written change order within a period of ten (10) days from the instruction for the execution of such a change.
- 2.2 The IT services as required by the User have been listed down in *Exhibit 1* of this Agreement ("**Requirement Capture Sheet**"). WAISL agrees and acknowledges that WAISL shall provide such Services as listed in *Exhibit 1* to the User in accordance with this Agreement.

3. RESPONSIBILITIES OF WAISL

- 3.1 WAISL shall be responsible for:
 - 3.1.1 Ensuring that the Service is available at applicable Terminal(s) in compliance with the Service Levels as set out in *Exhibit 2* except for scheduled down-time and other Tech Refresh related activities being carried out by WAISL, it being hereby specified that WAISL shall give the User reasonable notice of the occurrence of scheduled down-time/Tech Refresh and the expected duration thereof; in the event of unscheduled down-time WAISL shall use its best efforts to restore promptly the Service. Scheduled downtime at applicable Terminal(s) shall be during such time when there is minimal disruption to the Service; The User however understands and agrees that there may be disruption of Service for causes which are not within control or reasonably foreseeable by WAISL and in such an event, WAISL shall not be responsible for disruption of Services or any remote or consequential losses to the User;



- 3.1.2 Providing timely responses to questions posed by the User concerning the implementation, operation and development of the Service and the IT Equipment.
- 3.1.3 Service Provider will maintain at least 10% hardware spares (including EPOS) for the User as backup stock to meet the 95% SLA for critical / high category events

4. RESPONSIBILITIES OF USER

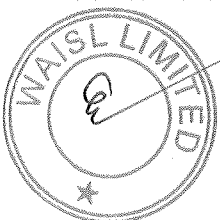
4.1 User shall, at its own cost and expense, be responsible for:

- (i) Appointing one (1), or, at User's option, two (2) representatives (each of which is hereinafter referred to as "**User's Representative**") who shall submit technical notices and other documents prescribed by this Agreement;
- (ii) Providing the host circuits at the designated core room where the IT Equipment resides;
- (iii) Participate as required in User Acceptance Tests;
- (iv) Operating the IT Equipment in accordance with (a) Operating Procedures and (b) Regulations;
- (iv) Making timely payments to WAISL in accordance with the terms of this Agreement;
- (v) Training its own personnel in the use of the Service;
- (vi) Providing such information as set out in *Exhibit 3* ("**User Profile**").

4.2 As the User is the user of the IT Equipment, the User shall bear the risk of loss and damage to any IT System and/or IT Equipment during its use and shall bear any costs of repair or replacement of the same which is damaged through the User's misuse or negligence. The User agrees that it shall keep WAISL Indemnified to full extent in this regard.

4.3 Time is of the essence of this Agreement, and the User shall cooperate with WAISL, act in good faith, and diligently perform its responsibilities. Should the User fail to do so and cause delay to WAISL's performance of its responsibilities, the User shall reimburse WAISL (on a time and materials basis) for such reasonable and direct costs for the delay. WAISL shall notify the User, pursuant to Clause 19 within a reasonable time, that the User has caused WAISL a delay and shall provide an estimate of the fees for such delay, when such information is reasonably available.

4.4 In the event, the User requests WAISL in writing to provide additional IT Equipment or Services and if such additional IT Equipment or Service is provided by WAISL, the User shall pay such charges as applicable in that respective financial year, for such additional IT Equipment or Service.



- 4.5. The User shall provide the furniture layout at the location(s) wherein the User is licensed to use for operating as per the format set out in **Exhibit 6** of this Agreement within 7 (seven) days of the execution of this Agreement.
- 4.6. The User shall ensure that the IT Equipment are used strictly by its authorized personnel who are trained to use such IT Equipment in accordance with the procedural manual and the regulations. The User understands and agrees that it shall fully indemnify WAISL for any damage or loss caused to IT System or IT Equipment due to such unauthorized usage.

5. CHARGES FOR SERVICE

- 5.1. In consideration of the provision of the Service to User, WAISL shall charge the User such charges as set out in **Exhibit 4** hereto (the “Charge”) with effect from the Actual Date of Commencement of Service. The Charge is exclusive of all taxes, cess, including but not limited to, GST or any other tax, as applicable under the applicable laws. WAISL shall be entitled to recover all such taxes from the User over and above the Charge(s) payable under this Agreement. However, the User may deduct applicable tax at source on the Charge(s) and shall furnish TDS certificate in accordance with relevant statute to WAISL.
- 5.2. There will be annual rate escalation for the Services provided by WAISL effective from 1st April of every financial year.
- 5.3. User shall be invoiced monthly for charges incurred in the same month. All invoices are payable within fifteen (15) days from the date of the invoice by way of online transfer (RTGS / NEFT) in favor of WAISL. WAISL shall be entitled to impose late interest on overdue payments at the rate of 1.5% per month. The User shall communicate to WAISL the contact co-ordinates of the person to whom the fortnightly invoices shall be sent to atleast fifteen (15) days prior to the Actual Commencement Date of Services. The User shall further communicate to WAISL any change in such contact co-ordinates as and when such changes occur and/or are effected.

5.4 SECURITY DEPOSIT OR BANK GUARANTEE

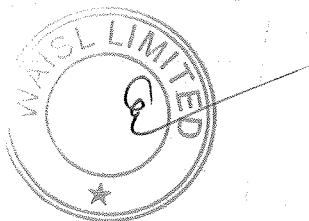
- (a) If the User falls within the category of an Existing Customer, the User shall within fifteen (15) days from the date of this Agreement furnish security deposits or Bank Guarantee equivalent to expected billing for eight (8) months based on last eight (8) months average monthly billing. Such deposit shall be an interest free refundable security deposit (“Security Deposit”) in the form of a demand draft or Bank Guarantee in favor of WAISL for the due and proper observance of the terms of this contract by the User.
- (b) If the User falls within the category of a New Customer, the User shall submit Security Deposit or Bank Guarantee equivalent to the amount of eight (8) months expected billing (based on full capacity) in favor of WAISL for the due and proper observance of the terms of this contract by the User.
- (c) At the end of every financial year, the amount of the Security Deposit or Bank Guarantee shall be reset to the higher of the following:



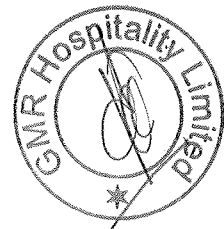
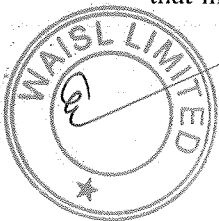
- (i) The next three (8) months billing amount Including GST, calculated basis average monthly billing.
 - (ii) **Rs.8,61400/-Rupees Eight Lakh Sixty-One Thousand Four Hundred only)**
- or
- (iii) The total amount outstanding as on the end of the financial year post the payable date.
- (d) The User shall, within thirty (30) days of the end of every financial year, as referred to in Clause 5.4 (c), deposit the amount payable to make up the required level of the Security Deposit or Bank Guarantee as per Clause 5.4 (c) above.
 - (e) The User shall ensure that the Security Deposit or Bank Guarantee amount in the aggregate shall always be equivalent to the amount as set out in Clause 5.4 (a) or (c) above (as applicable) throughout the Term of this Agreement.
 - (f) In the event of any Material Breach of the User including but not limited to the payment of the Charges to WAISL, maintenance of the IT equipment, and damage to the IT Equipment or IT System as detailed in this Agreement, WAISL shall have an unequivocal right to encash the Security Deposit or Bank Guarantee and adjust, as the case may be and forfeit such security deposit and appropriate the amount to the extent of such damages or breach as the case may be. After WAISL encashes the Security Deposit or Bank Guarantee, the User shall ensure to top-up the amount used by depositing the additional amount.
 - (g) All Collaterals received by WAISL from the User, in form of Security Deposit or Bank Guarantee, under this Agreement at Airport (request issued through SRF) would be considered in consolidated manner for the recovery procedure mentioned in Clause 5.4 (f) above.
 - (h) WAISL shall return / adjust Security Deposit within thirty (30) days of the expiry / termination of this Agreement, howsoever caused, or the satisfactory performance of the obligations of the User, whichever occurs later after deduction of all the dues and liabilities payable by the User to WAISL. The refund of Security Deposit shall be subject to the payment of all dues to WAISL and deduction of compensation for any Loss resulting from the User's failure to complete its obligations under this Agreement. It is clarified that no interest shall be payable on the security deposit. The User agrees that such forfeiture or deduction of Security Deposit, as the case maybe, is a genuine and agreed pre-estimate of the damages that WAISL shall suffer due to such breach.

6. TERM AND TERMINATION

- 6.1 This Agreement shall become effective from the date of execution of this Agreement and, except as hereinafter provided, shall continue in full force till License Agreement in force (the "Term" upto May 30, 2059) and the Parties shall have the right to mutually extend the Term of this Agreement.



- 6.2 This Agreement shall terminate either upon
- (a) The expiration of the Term, or
 - (b) Upon termination of this Agreement under Clause 6.3 below; or
 - (c) Upon the termination of the License Agreement for any reason as per Clause 6.5 herein.
 - (d) Upon the termination of agreement between GGIAL and User for operating at All Terminals of the Airport, in which case the User shall be bound to provide notice of such termination/expiry to WAISL and the date on which such termination/expiry shall take effect, which shall necessarily be the same date as the effective date of termination/expiry of this Agreement.
- 6.3 The User or WAISL may, by giving the other Party prior written notice of at least thirty days, terminate this Agreement. During the notice period WAISL shall continue to invoice to the User, and the User shall pay to WAISL on a monthly basis, the charges due from User in accordance with the terms of Clause 5 of this Agreement.
- 6.4 Either Party may terminate this Agreement forthwith by written notice to the other Party, in the following events:
- 6.4.1 if the other Party commits any material breach, non-observance, or non-performance of its obligations in this Agreement and does not remedy the breach within 30 (thirty) days of receipt of written notice of the failure or breach. In the event WAISL terminates this Agreement for a material breach WAISL shall be entitled to forfeit the Security Deposit of the User in lieu of damages and losses caused to WAISL. The User acknowledges that the amount secured as Security Deposit is a genuine pre-estimate of the damages that WAISL is likely to suffer in such an event;
 - 6.4.2 if an order is made or an effective resolution is passed for the dissolution or winding up of the other Party except for the purposes of an amalgamation, re-organization, bulk transfer of assets or merger;
 - 6.4.3 if a creditor takes possession of, or a receiver is appointed over, the whole or any material part of the undertaking or assets of the other Party; or
 - 6.4.4 if the other Party becomes insolvent or makes any special or general assignment for the benefit of its creditors or is the subject of a voluntary or involuntary filing under the bankruptcy laws of any jurisdiction.
- 6.5 Notwithstanding any other provision of this Agreement, in the event WAISL's concession at the Airport under the License Agreement shall terminate for any reason, this Agreement shall terminate on the same day as the date of termination or cessation of the concession provided that in order to ensure smooth transition of the Services to the successor of WAISL, without



disrupting in any manner the operations of the IT Systems, the Services shall be continued for a period not exceeding ninety (90) days from the date of such termination or till such date the transition of Services to the successor of WAISL are completed, whichever is later. The User shall be liable to continue to make payments for Services so rendered in accordance with this Agreement. WAISL shall provide reasonable notice to the User of the cessation/transition of Service.

6.6 In case of termination of agreement between GGIAL and the User referred to in Clause 6.2(d) above, the User is liable to pay WAISL for services rendered till last date of their agreement with GGIAL/ or provision of Services by WAISL for the User, whichever is later.

6.7 Upon termination for any reason, Clauses 10, 11, 12, 13, 15 and 18 shall survive such termination.

7. MODIFICATIONS OF THE SERVICE

7.1 From time to time during the term of this Agreement, it may be desirable by the User to enhance or reduce the Services at the All Terminals. Enhancements or modification may be proposed formally either by User or by WAISL and may result in increase or decrease in the Charge(s).

7.2 Any quantity change in Services through a SRF or deactivation letter would be effective from subsequent calendar month from billing perspective. Accordingly, the billing for the month when the modification is done basis request would remain unaffected by such modification.

For any addition in count of Service(s), the increment in billing would be considered from the subsequent month onwards. Similarly, for a decrease in count of Service(s) would reduce the billing from subsequent month onwards.

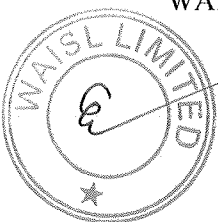
7.3 WAISL has the right to discontinue the Service(s) after two (2) reminders if the User does not make the outstanding payments as per the Agreement, on or before the due dates. For restoring the deactivated Service(s), the User needs to pay one-time charges (“OTC”) as per applicable price list.

8. TAXES

The Charges provided for herein do not include any indirect taxes leviable on the supply of IT Equipment/systems and/or provision of Service(s), however designated. The User shall reimburse the charge of such indirect taxes on actual basis to WAISL, and WAISL shall invoice the User for any such taxes arising out of or in connection with the supply of IT Equipment/systems and/or provision of Service(s).

9. EXCLUSIVE USE OF THE SERVICE

WAISL shall provide the Service to the User under this Agreement on the condition that the User has no right to assign, or in any other manner make the Service or the information provided in accordance with this Agreement available, to any third party without the prior written consent of WAISL.



10. ASSIGNMENT

The User shall not assign or transfer all or any of its rights, benefits, or obligations under this Agreement except in accordance with provisions of Clause 9 of this Agreement.

WAISL may at any time, assign or transfer all or any of its rights, benefits, or obligations under this Agreement to any person without affecting User's duties and obligations hereunder or requiring any consent of the User.

11. LIMITATION OF LIABILITY

11.1 Each Party ("**Indemnitor**") shall defend, indemnify and hold harmless the other party, its directors, officers, employees, and agents (collectively "**Indemnitee**") from and against any and all losses, expenses, or damages (including, but not limited to, attorneys fees incurred by Indemnitee in establishing its right to indemnification) claimed by the Indemnitee or any third party for personal injury or bodily injury or death to any person whomsoever, and for damage to any property whatsoever, in any manner arising out of or in any way connected with Indemnitor's negligent acts or omission or willful misconduct in connection with this Agreement.

11.2 Notwithstanding anything to the contrary contained herein or elsewhere, in no event shall either Party be liable for loss of profits, revenue, use, data or any other indirect, special, incidental, or consequential damages whether or not a party or its agent has been advised of the possibility of such damages.

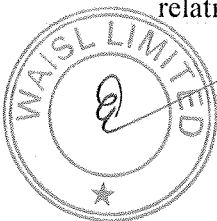
11.3 WAISL's entire and aggregate liability for any loss or damage incurred by User as a direct result of the provision of Service(s), IT Equipment, and IT Systems under this Agreement and for the Term of the Agreement, shall not in any circumstances exceed the total amount paid by the User to WAISL in the six (6) months immediately preceding the occurrence of the breach.

11.4 Each Party which provides the other with articles or services hereunder shall indemnify and hold the other harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret, or any other proprietary right or trademark of any person or persons arising out of the articles or services supplied by the providing party. Each party agrees to notify the other party promptly in writing of any such infringement claim, and to cooperate with the other Party in the settlement of such claim, to the extent reasonably possible.

12. NON-DISCLOSURE

12.1 The User shall not, without the prior consent of WAISL, disclose to any third party this document or the any term therein or any information relating to the Service(s) which is clearly marked, or which is described in a written instrument to be, confidential. For the purposes of this clause 12.1, (a) any data or computer programs employed by another user of the Service shall be deemed to constitute confidential information and (b) a third party shall be any person that is not an employee of User and is not bound to respect the confidentiality of information placed at his disposal.

12.2 WAISL shall not, without the prior consent of User, disclose to any third party any information relating to User which is clearly marked, or which is described in a written instrument to be,



confidential. For purposes of this clause 12.2, (a) any data or any computer programs provided by the User for use in connection to the Service shall be deemed to constitute confidential information, and (b) a third party shall be any person that is not an employee of WAISL and is not bound to respect the confidentiality of information placed at his disposal.

12.3 Notwithstanding the foregoing, neither the User nor WAISL shall be required to keep confidential any information which is publicly available, or which has been lawfully obtained from third parties.

12.4 These non-disclosure obligations shall be autonomous, distinct, and independent from the rest of this Agreement and, as such, shall survive the termination of this Agreement.

13. **FORCE MAJEURE**

13.1 Except as otherwise specified in this Agreement, the events of force majeure and other unforeseeable situations beyond the control of a party hereto shall relieve such party, for so long as such event or its consequences shall continue, from obligations imposed upon it by this Agreement which may not be performed as a result thereof. The other party shall have no right to claim or receive damages for any resulting non-performance by the other party of its contractual obligations provided that such non-performing party has taken all steps to mitigate the circumstances arising due to Force Majeure. The Parties agree and acknowledge that in the event a Force Majeure continues for more than sixty (60) days continuously and this Agreement cannot be implemented as a result thereof, either Party may terminate this Agreement

14. **BINDING EFFECT, SUCCESSORS AND ASSIGNS**

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

15. **SEVERABILITY**

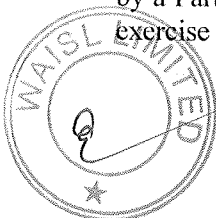
If one or more provisions of this Agreement shall at any time be found to be invalid or otherwise rendered unenforceable by law, provided that there is no undue prejudice to one of the Parties resulting therefrom, such provision or provisions shall be severable from this Agreement so that the validity or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

16. **ENTIRE AGREEMENT**

This Agreement and the Exhibits hereto constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior statements or agreements of the Parties. This Agreement may not be changed or modified except in writing signed by each of the Parties.

17. **WAIVER**

No failure on the part of a party hereto to exercise, and no delay in its exercise of, any right, power or privilege hereunder shall operate as a waiver thereof. Moreover, no single or partial exercise by a Party hereto of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.



18. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the laws of India, and shall be applied and construed in accordance therewith, except for its conflicts of law provisions.

Upon notice by either Party to the other of a disagreement, controversy, or potential dispute regarding matters of performance under this Agreement, the Parties agree that first the WAISL Project Manager and the User's Representative shall work together in good faith to seek an amicable resolution. If these individuals fail to resolve any such conflict within fourteen (14) days from first notice, then the matter shall be elevated to the attention of Senior Management within each Party's organization for resolution and GGIAL shall be notified of the dispute. If Senior Management of the Parties with the assistance of GGIAL fails to resolve the conflict within an additional thirty (30) days, the matter shall be considered a formal dispute and shall be resolved in accordance with the provisions of the following paragraph.

Any formal dispute, controversy or claim arising out of or relating to this Agreement or default, termination, or invalidity hereof, shall be settled by arbitration under the rules of the Arbitration and Conciliation Act 1996. In any arbitration pursuant to this section the award shall be rendered by a sole arbitrator appointed by WAISL in consultation with GGIAL. The place of the arbitration shall be Goa, India. The language to be used in the arbitral proceedings shall be English. Pending the resolution of a dispute by arbitration, the Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the arbitral award. Any decision or award of an arbitral tribunal appointed pursuant to above provisions shall be final and binding upon the Parties. Each party shall bear its own expenses of the arbitration, but the arbitrators' fees and costs shall be borne equally between the parties participating in the arbitration.

Subject to the requirements mentioned above, the courts of Goa, to the exclusion of other courts, shall have jurisdiction over the matters arising or relating to this Agreement.

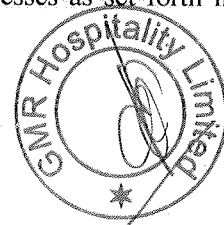
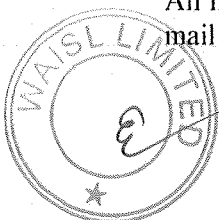
19. PATENTS, COPYRIGHTS AND OTHER PROPERTY RIGHTS

19.1 All patents, copyrights and other property rights in and to the computer programs utilized in relation to the Service(s), in and to the IT Equipment and in and to the technology, skill, know-how and information relating to the effective use thereof, are, will be and shall remain licensed to, or the property of, WAISL; nothing contained herein shall be deemed to convey any title or ownership interest therein to User. User shall have a non-exclusive and limited right to use the IT Equipment and Service in accordance with the terms herein.

19.2 The Customer understands and consents to WAISL or GGIAL collecting, obtaining and processing data (“Data”), as a result of use of IT Services and IT Equipment during the usual course of business of the Customer. Customer consents that such Data may be utilized for the purpose of audit, statistics, other public welfare related activities and for improving the IT Services and/or services by GGIAL. Provided that WAISL shall not use any personal Data of individuals and shall maintain confidentiality at all times.

20. NOTICES

All notices provided for herein shall be in writing and either personally delivered or sent by e-mail or prepaid registered mail, return receipt requested, to the addresses as set forth in this



Agreement. Either party may notify the other party, by a notice given pursuant to the terms of this Article 19, of a change of the address to which notices hereunder shall be delivered or sent.

TO WAISL:

Address: WAISL LIMITED
Ground Floor, New Shakti Bhawan, New Udaan Bhawan Complex,
Opp. T3 IGI Airport, New Delhi-110037, India

Attn: Chief Financial Officer: - Mr. Sailendu Panda

TO USER: GMR HOSPITALITY LIMITED

Address: BCCL, Times Internet Building, Second Floor, Plot No. 391, Udyog Vihar Phase - III Gurugram, 122016

Attn:

21. HEADINGS

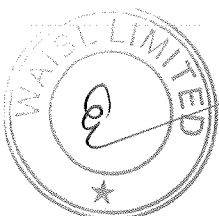
It is expressly agreed and understood that the headings used to label the articles hereof are for ease of reference only and shall be of no effect in interpreting the substantive provisions of this Agreement.

22. COUNTERPARTS

This Agreement has been drawn up in the English language in two counterparts, one of which is for WAISL and one for the User; each counterpart shall be deemed an original but both counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the User and WAISL have duly executed this Agreement on the 10th Day of December and year 2022 hereinabove written.

WAISL LIMITED		GMR Hospitality Limited	
By:	Sailendu Panda	By:	Ajay Kumar Gupta
Title:	Chief Financial Officer	Title:	Authorised Signatory
Date:		Date:	
Witness:	Pradeep Singh	Witness:	Shubham Kapoor



**EXHIBIT - 1
IT REQUIREMENTS**

Name of the Customer : GMR Hospitality Limited
Contact Details : Mr. Nikhil Bhushan

SNO	LOCATION	SERVICES	QTY (IN NOS)	ONE TIME CHARGES (IN INR)	MONTHLY SERVICE CHARGES (IN INR)	REMARKS
1	GOA (Mopa)	Data Port	15	150,000.00	30,000.00	
2		EPOS	7	1,750,000.00	49,000.00	
3		Antivirus	7	49,000.00	7,000.00	
4		Voice port for EDC machine	7	35,000.00	5,250.00	
5		Firewall	1	10,000.00	NIL	
TOTAL :				1,994,000.00	91,250.00	

Date : 05-Dec-22

AUTHORIZED SIGNATORY


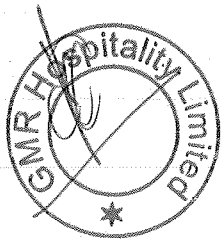
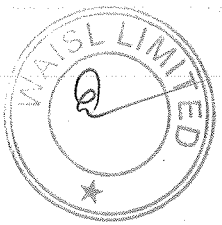



EXHIBIT 2

SERVICES OFFERING:

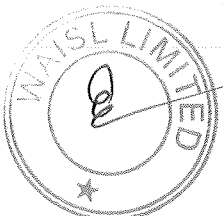
WAISL shall provide the Users with the technical infrastructure, telecommunications facilities, and telecommunications infrastructure subject to All Terminal or will provide services in the field of technical infrastructure and telecommunications.

The services made use of by Users are to be utilized exclusively for the Users Back Office &retailers Business requirements. User shall not to be permitted to surrender / Transfer such services to third parties, even if this is done free of charge.

Services Offered:

SLA Offered:

Incident type	Description	Response	Resolution
Severity 1 (Critical)	Total Core Central System down, business outage, or immediate work stoppage that threatens current and future productivity. More than 80% of overall Users IT Operations are impacted, including Critical fault and Major Systems Outage from Hardware Failure and/or Software Corruption.	15 min	Within 2 hours for 95% of such incidents reported in a month
Severity 2 (High)	High-Impact problem but it is not a Total Core Central System breakdown, where production is proceeding, but in a significantly impaired fashion; an Incident with a time-sensitive issue important to long-term productivity that is not causing immediate work stoppage. More than 50% of overall Users IT Operations are impacted.	30 min	Within 8 hours for 95% of such incidents reported in a month
Severity 3 (Medium)	Important issue that does not have significant current productivity impact. Non-critical Faults are defined to cover situations where there are encountered problems affecting only an individual user to perform normal duties. Examples include a single workstation being out of a service when a workstation next to it could be utilized; a printer jam issue that could temporarily be resolved by using an adjacent printer, access ports not working, Wi-Fi not working.	75 min	Within 24 hours for 95% of such incidents reported in a month
Severity 4 (Low)	Minor inconvenience requiring ultimate, but not immediate, restoration. No flight delay(s).	120 min	Within 48 hours



			for 95% of such incidents reported in a month
Service Request	A change request to the existing IT Infrastructure, to improve the day-to-day operations of the organization inclusive of both preapproved and approval required categories. Service Request, IMACD which are required as enhancement to working infrastructure.	8 hours	Within 96 hours for 95% of service request reported in a month
Change Request (Commercial)	Enhancements from Users & Retailers which need change to the existing IT applications / packages / Infrastructure will be treated as change request.	16 hours	Within seven (7) working days post all approvals for 95% of CRs.
Service Request – EPOS Menu Related	A change request to the existing Menu, Pricing or Combo, to improve the day-to-day operations of the organization inclusive of both preapproved and approval required categories.	1 hour	Within twenty-four (24) hours for 95% of service request reported in a month
Service Request – New EPOS	For addition to exiting outlet setup or a new outlet (complete change of Menu and Pricing)	24 hours	New EPOS machine request will be fulfilled within thirty (30) days after paying one time charges

Note:

- Contact details of stakeholders for communication will be collected from Users / Retailers.
- Overall SLA commitments mentioned above are measurable every three (3) months (Quarterly) for respective categories.
- Users & Retailers need to assign SPOCs for all Service Requests & Change Requests.

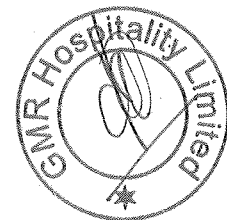


EXHIBIT 3

USER PROFILE SUMMARY
(For availing IT&C Services – Back Office Services)

WAISL LIMITED

109, K. H. Road (Double Road),
Shantinagar,
Bangalore 560027

I, Ajay Kumar Gupta would like to provide the following information about our company for creation of User template in your data base :

Company Name: GMR Hospitality Limited		
Billing Address: BCCL Times Internet Building, 2nd Floor,, Plot No 391, Udhog Vihar, Phase III,, Gurugram, Haryana- 122016		
City: Gurugram	State: Haryana	Pin Code: 122016
Phone No:	PAN No.: AAJCG9402E	
Fax No:	GST No. In process	
VAT Registration Number (For Each State): N.A.	TAN: RTKG17070E	
User Type: Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Pvt. Limited <input type="checkbox"/> * Public Ltd. <input checked="" type="checkbox"/>		
Contact Details		
Contact Person: Nikhil Bhushan		
Contact Phone No.: 9820171661		
Contact's E-Mail Address: Nikhil.bhushan@travelfoodservices.com		
Invoices to be mailed to (If different than above)		
Name:		
Address:		
City: New Goa	State:	Pin:
Bank Details		
Name: HDFC Bank Limited	MICR Code: 110240093	
Account No.: 57500001069747	IFSC&NEFT Code: HDFC0000572	
Branch Address: HDFC Bank House, 2nd Floor, Block A, Vatika Atrium, Golf Course Road, Sector 53, Gurgaon		

Invoice, price change note, change request and other communications will be sent to the contact person mentioned above only.

For GMR HOSPITALITY LIMITED

AUTHORIZED SIGNATORY

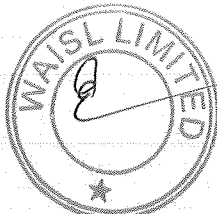
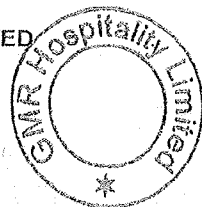


EXHIBIT-4

IT & C Price list for Non-Aero concessionaires

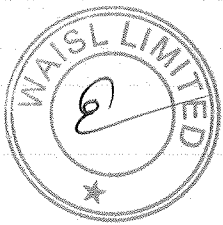
Service description	GIGAL	Price Validity for 5 years		Remarks
		5years Uprfront Payment in single term (optional & cost saving option)		
Data port-Monthly	2000			
Data port-One time	10000			
One time firewall configuration charges	10000	126000		Five configuration changes acceptable per year, after that every change INR.1000.
Voice port-one time	5000			
Phone charges-Monthly (Analog Phone handset)	750	45000		
EPOS one time charges	250000	603000		
EPOS-Monthly charges	7000			
EPOS-Hosting-Monthly charges (on request-optional)	10000			
EPOS-Hosting-Monthly charges (on request-optional)	250000	765000		
Antivirus subscription-one time yearly (Crowd strike EDR yearly subscription)	7000	85500		
Antivirus-Monthly charges	1000			
Rack Charges Per U-Monthly (Excluding power charges)	3000	166500		
Rack Charges Per U-One time	5000			
FIDS service charges-monthly (only Feed & No Display Unit)	12000	648000		

Note:

All prices are in INR and exclusive of all applicable taxes
 Telephone usage charges will be as per actual usage (as per TRAI guidelines)
 Antivirus is mandatory in every EPOS machine
 Rack space rental charges are excluding power charges
 There will be yearly revision of rates applicable for all concessionaires.

[Handwritten Signature]

 GMR Goa International Airport Limited
 BHAADAR KARR


 WAISL LIMITED

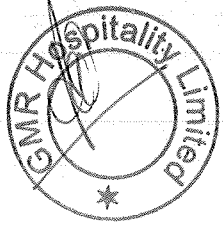

 GMR Hospitality Limited

EXHIBIT 5

FORMAT OF THE BANK GUARANTEE

B.G. No. _____ dated _____

This Deed of Guarantee (“**Guarantee**”) executed at Goa by [**INSERT NAME OF BANK PROVIDING THE GUARANTEE**][_____] having its registered office at [_____] and a branch office at [_____] (hereinafter referred to as “**the Guarantor**”) which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns;

In favor of

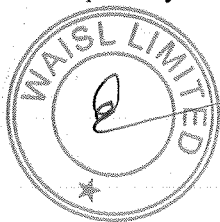
WAISL LIMITED (hereinafter called the “**Company**”), having its registered office at [●] which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors, and assigns:

WHEREAS

- A. [*Please insert the name of the Company*] and the Company have executed an agreement dated [●] pursuant to which the Company shall provide [*Please provide the details of Services*] Services to [*Please insert the name of the Company*] (“**User Agreement**”).
- B. [*Please insert the name of the Company*] (“**Applicant**”) is a company incorporated under the provisions of [●] and has its registered office at [_____]. The Applicant is required to furnish to the Company an unconditional and irrevocable bank guarantee for an amount of Rs. [●] as a guarantee for the due performance of the Applicant’s duties and obligations under the User Agreement, and the Guarantor has at the request of the Applicant agreed to provide such Guarantee being these presents:

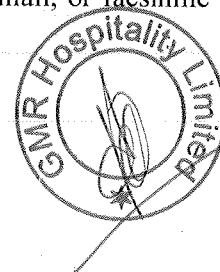
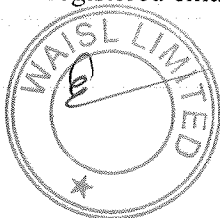
Now this Guarantee witnesses that in consideration of the premises, We, [_____] Bank Limited (the “**Guarantor**”) hereby declare, undertake, and agree as follows:

- (a) We, the Guarantor as primary obligor unconditionally and irrevocably undertake to pay to the Company without demur reservation caveat, protest or recourse, an amount not exceeding Rs. [●] within three (3) working days of receipt of a written demand being made by the Company on failure of the Applicant to fulfil any of its obligations or responsibilities under the User Agreement by the Applicant stating that the Guarantee has been invoked without the Company needing to prove or to share grounds or reasons for such demand. Any such demand made on us by the Company shall be final, binding, and conclusive evidence and absolute as regards to the invocation and the forfeiture of the Guarantee and the amount due and payable under this Guarantee. We expressly undertake, upon any invocation of the Guarantee, to make payment of any amounts pursuant thereto.



- (b) The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the Company is disputed, challenged, or contested by the Applicant or not. It is clarified that multiple drawdowns may be made by the Company hereunder.
- (c) This Guarantee shall be valid for a minimum period of [●] *[To be inserted]* from [●] *[To be inserted]* i.e. till [●] *[To be inserted]* or for such an extended period as may be mutually agreed between the Company and the Applicant and shall continue to be enforceable till all amounts under this Guarantee are paid.
- (d) The Guarantor shall be liable to pay the guaranteed amount or any part thereof under this Guarantee only and if the Company serves upon the Guarantor a written claim or demand on or before [●] *[DATE THREE MONTH FROM BG EXPIRY DATE To be inserted]*. In the event any portion of the Guarantee Amount is encashed pursuant hereto, the Guarantor shall replenish the Performance Guarantee to the Guaranteed Amount. In the event, the Performance Guarantee is not replenished to the Guaranteed Amount, within seven (7) working days of its encashment in any part, the Company shall have the right to encash the entire Bank Guarantee.
- (e) In order to give full effect to this Guarantee, the Company shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or any other documents, deeds or other writings entered into by the Applicant with the Company in relation to the License Agreement or by extension of time of performance of any obligations by the Applicant under the License Agreement or any postponement for any time of the powers exercisable by the Company against the Applicant or forebear once to or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Applicant or forbearance or omission on the part of the Company or any indulgence by the Company to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. This Guarantee shall not be impaired or discharged or determined or affected by the liquidation or winding up, determination or change of constitution of the Company or Applicant.
- (f) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future charges, fees, commissions, deductions whatsoever and by whomever imposed.
- (g) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- (h) The Guarantor represents and warrants that it has power and authority to validly to execute and issue this Guarantee and the undersigned is duly authorised to execute and deliver this Guarantee and its obligations under this Guarantee will be legally valid and binding and enforceable against it.
- (i) Notices.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Guarantor and sent by courier or person, or e-mail, or facsimile message or by registered email to the Guarantor at the address set forth below:



Name of the official:

Address:

Tel. no.

Fax no.

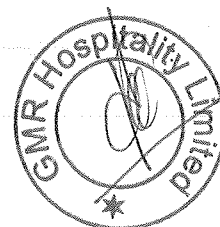
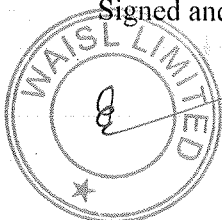
All such demand certificates, notices and communications shall be effective (i) if sent by fax, when sent (with the correct answerback), (ii) if sent by person, when delivered, (iii) if sent by courier one (1) Business Day after deposit with an overnight courier, and (iv) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

This Guarantee shall be irrevocable and we, the Guarantor, undertake not to revoke this guarantee till its currency except with the previous consent of Company in writing.

- (j) If before the Expiry Date the Agreement has been terminated, the Guarantor's obligations hereunder (unless full payment has already occurred) shall continue until the earliest of:
- (a) the date on which WAISL notifies the Guarantor in writing that WAISL has no further entitlement under this Guarantee; or
 - (2) full payment occurs;
 - (3) or till expiry date whichever is earlier.
- (k) Any reference in this Guarantee to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented, or novated from time to time.
- (l) Notwithstanding anything contained herein:
- a) Our liability under this Bank Guarantee shall not exceed Rs. [●] ***[BG AMOUNT to be inserted]***.
 - b) This Guarantee shall be valid up to the Expiry Date. [●] ***[BG EXPIRY DATE To be inserted]***
 - c) The Guarantor is only liable to pay the guarantee amount or any part thereof under this Guarantee only and only if a written claim or demand is served upon as on or before [●] ***[DATE THREE MONTH FROM BG EXPIRY DATE To be inserted]***
- (m) This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of Goa, India.

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by _____



Bank by the hand of Shri _____
Its _____ and authorised official.

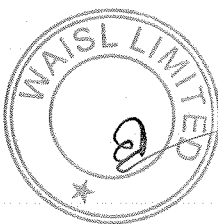


EXHIBIT 6

Furniture Layout

