

**Annexure 3 to the MSA
Terms & Conditions ("T&C") for Internet Services from EDSPL Limited**

CONTRACT TERMS:

1. The terms in this T & C are to be read in conjunction with the MSA / Agreement for the Provision of the Services ("Agreement") that is signed between the Customer and EDSPL Limited. Reference to the MSA / Services agreement is to be given in the addendum. In the absence of a signed MSA / Service agreement, EDSPL's standard MSA / Service agreement will be deemed accepted as the reference agreement. The T&C's apply to the Services ordered by the Customer Application Form (CAF) signed on date _____ (dd/mm/yyyy).
2. Following the execution of this T&C, and provided that: (i) EDSPL has received from Customer all necessary contractual documents and technical information that it deems necessary for Service provisioning and implementation (including a signed Customer Application Form), and (ii) the Service provisioning is deemed technically feasible by EDSPL, then EDSPL shall proceed with the provisioning and implementation of the Service. Unless otherwise agreed in writing, Customer shall be responsible to arrange for any equipment or matching facilities by the INSTALLATION REPORT (Date and shall indemnify EDSPL from any cost or expense incurred by EDSPL for Customer's failure to do so;
3. Upon its completion of provisioning and implementation of the Service, EDSPL shall notify the Customer of Service being ready on per site basis; this notification will be sent via email to the Customer nominated contact as per the CAF. Customer shall thereupon have three (3) business days to perform its own acceptance tests based on testing parameters shared with EDSPL in advance and to either: (i) accept delivery of the Service by notifying EDSPL via an email/written communication; or (ii) submit to EDSPL a Service Non-compliance Notice specifically identifying any non-compliance of the Service. If EDSPL is able to confirm or validate such Service Non-compliance, then EDSPL shall proceed to rectify such Service Noncompliance and a new date for Service delivery and re-testing shall be agreed by the Parties;
4. The date EDSPL notifies the Customer of the Service being ready shall be deemed the Installation Report Date. If, within three (3) business days after EDSPL's first notification of Installation Report Date to the Customer, either: (i) Customer fails to notify EDSPL of its acceptance, or (ii) EDSPL does not receive a Service Non-compliance Notice from Customer detailing any non-compliance, then in either case, the Installation Report Date shall be deemed to have correctly occurred, the Service shall be deemed to have correctly been delivered and accepted, and EDSPL shall have full right to commence invoicing Customer for the Service as of the said Installation Report Date on per site basis;
5. The "Initial Term" for the Service shall start on the Installation Report Date and continue for an initial term consistent with the Service duration set forth in the Customer Application Form (CAF). Upon the expiration of the Initial Term, this Agreement shall be renewed automatically for successive Terms equivalent in duration to the Initial Term unless terminated by either Party by providing a three (3) month written notice of its intention not to renew this Agreement prior to the end of the Initial Term or any current Renewal Term
6. All charges payable by the Customer for the Services are exclusive of any and all applicable taxes, including value added taxes, sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority, all of which shall be the sole responsibility of Customer and paid promptly when due by the Customer. All amounts payable by Customer under this Agreement shall be made without any deduction, set-off or counterclaim;
7. Any upgrade / downgrade of Service will be considered extraneous to this contract and will require modification / renewal with mutual consensus. EDSPL at its sole discretion may bill for the originally contracted Service for the term of the contract and Customer is in agreement to pay billed amount;
8. For the completion of the Service, EDSPL may have to deliver, install and maintain equipment ("Equipment") on Customer's site(s). Unless explicitly sold to Customer, the Equipment remains the exclusive property of EDSPL and shall be returned to EDSPL immediately upon request in the same condition as it was initially provided excepting reasonable wear and tear. EDSPL at its sole discretion may not allow termination of other network links on its equipments. Further Customer shall also be responsible for the protection of such Equipment from loss, theft, damage, or destruction of any kind while in its possession and shall bear all such risks with respect to the Equipment until it is returned to EDSPL.
9. Customer shall use and keep all EDSPL Equipment in good working condition.
10. The equipments should be kept in neat and controlled HVAC environment, compiling to the ITU-T K series recommendations for environmental conditions.
11. Proper earth for Earth-Neutral voltage to be 2V and the earthing resistance to be maintained less than or equal to one Ohm not only for safety of personnel but performance, as specified in ITU-T SG5 recommendations.
12. Conditioned power supply with sufficient power backup for the equipments to be provided.
13. Separate conduit/ducts with minimum distance of 12 inches for routing of data and power cables.
14. Provide free of charge, when so required by EDSPL, all facilities and resources whatsoever necessary for the proper installation, operation and maintenance of the Equipment(s) required for provisioning of the Service including, but not limited to, power points, electricity, conduits, pipes, Floor space required: 1mts*1mts*2.2mts height (front and rear access required) for telecom Rack, Air-conditioned and dust free environment (22 c +/- 1c), dedicated earthing for equipment, UPS 240v/50hz/32Amps power points- 2nos, Earth-neutral voltage of UPS output should be less than 2 volts Cutouts in false floor for cable entry 200mm* 200mm, 24 hours x 365 days power supply for EDSPL equipment with a notice of 24hours in case the power needs to be cut, etc.
15. Customer shall at its own expense obtain such consents, authorizations, or approvals as may be required by EDSPL to enter the Customer's sites and to allow EDSPL to access, bring upon, install, store, use, maintain and Service EDSPL's equipment on the Customer's site(s). For the avoidance of doubt, it is hereby agreed by the Parties that any delay by the Customer in obtaining any such consents or authorizations required under this clause will delay the performance of EDSPL's obligations under this Agreement without any liability being incurred by EDSPL.
16. EDSPL shall not be responsible for installation and maintenance of any equipment not supplied by it.
17. Any equipment bought from EDSPL Limited will be governed by the T&C's for equipment sale and need to be signed independently.
18. All capitalized terms not defined in the T&C shall have the meanings assigned to it under the Service Agreement. For avoidance of any doubt, all terms and conditions which are not explicitly mentioned here will be continued to be governed by the Service Agreement.

19. PAYMENT TERMS:

- i. EDSPL shall invoice Customer via email to the email address or send it via recognized courier Service to the address as per agreed invoice cycle indicated in the relevant Customer Application Form for: (i) the Services charges set forth in the applicable Customer Application Form(s) (prorated for any partial usage period); and (ii) any other charges, including but not limited to installation or any other additional Service charges set forth in the applicable Customer Application Form or such other mutually agreed fees or charges applicable to the Service which have been reasonably incurred by EDSPL on behalf of Customer (collectively referred to as the "Additional Service Charges");
- ii. All Services Charges and Additional Service Charges are exclusive of any and all applicable taxes, including value added taxes, sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority, all of which shall be the sole responsibility of Customer and paid promptly when due by the Customer. All amounts payable by Customer under this Agreement shall be made without any deduction, set-off or counterclaim;
- iii. Unless otherwise set forth in the Customer Application Form, the Services Charges and Additional Service Charges shall be payable in the currency detailed in the Customer Application Form within fifteen days (15) Days from the invoice issue date;
- iv. All One time charges if applicable to be paid 100% in advance along with the CAF for the sites;
- v. 1st quarter recurring charges to be paid 100% in advance along with the CAF for the sites;
- vi. Recurring charges to be paid as per agreed invoice cycle in CAF in advance installments by the due date mentioned on the invoice;
- vii. In case of multi locations order, billing will start for the individual link from the date of handover of the respective Service. The handover date will be the INSTALLATION REPORT date;

20. SUSPENSION & TERMINATION:

- i. Customer may terminate any Service(s) upon thirty (30) Days prior written notice to EDSPL provided that if such termination occurs prior to the Installation Report Date of the above mentioned Service(s), Customer shall reimburse EDSPL for all costs incurred by EDSPL in the implementation of the terminated Service(s) and Monthly recurring charges for six (6) months;
- ii. In the event of a termination of Service by the Customer after the Installation Report Date, Customer will have to give prior notice of one (1) month to EDSPL and Customer shall pay to EDSPL: (A) all Services Charges and Additional Service Charges for Services previously rendered and still unpaid; and (B) 100% of the monthly recurring Services Charges for the remainder of the then-current Initial Term or Renewal Term as applicable, (C) 100% of "Third Party Service" (as defined in the SLA) costs when applicable;
- iii. Upon suspension/ termination all charges and bill(s) payable by the Customer to EDSPL under this T&C shall become immediately due and payable to EDSPL. Further Customer shall immediately return to EDSPL all EDSPL's Equipments in good working condition, reasonable wear and tear excepted;

<p>CUSTOMER</p> <p>Company name _____</p> <p>Address _____</p> <p>Authorized Representative – Name _____</p> <p>Authorized Representative – Signature _____</p> <p>Title _____</p> <p>Date _____</p>	<p>Elxire Data Services Pvt Ltd.</p> <p>Authorized Representative – Name _____</p> <p>Authorized Representative – Signature _____</p> <p>Title _____</p> <p>Date _____</p>
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