

4.3.4 Q_nM	Available bandwidth of internet connection in the Institution (Leased line) Options: <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;"> A. ≥ 1 GBPS B. 500 MBPS - 1 GBPS C. 250 MBPS - 500 MBPS <u>D. 50 MBPS - 250 MBPS</u> E. <50 MBPS </div> <div style="font-size: 4em; line-height: 1; margin-right: 20px;">}</div> <div> (Opt only one) </div> </div> Data Requirements: <ul style="list-style-type: none"> Available internet bandwidth File Description <ul style="list-style-type: none"> Upload any additional information Details of available bandwidth of internet connection in the Institution 	
---	--	--

DVV requirement

Documents Needed

- ☐ Bills for any one month / one quarter of the latest completed academic year indicating internet connection plan speed and bandwidth
- ☐ E-copy of the document/agreement with the service provider.

Specific instruction to HEI

Avoid the following while uploading data

Snap shot of speed test for Wi-Fi/internet facility will not be considered.

Institute provides Internet (Wi-Fi and LAN) facility to the staff members and students to meet connectivity requirements..

S. No.	Particular	Details
1	Name of Internet provider	TATA Communication
2	Available Bandwidth	120 Mbps

Monthly bills as [Annexure 4.3.4.A.](#)

Customer Order Form and Agreement as [Annexure 4.3.4.B.](#)

Tax Invoice

Tata Communications Limited

Original for Recipient			
Billing Communication Address TERI School of Advanced Studies Vasant Kunj Institutional Area New Delhi-110070 Delhi, India Tel: +91-9811140981 Kind attn : Jagpreet Singh PAN:	BILL TO Place of Supply: DELHI-State Code:07 TERI School of Advanced Studies PLOT NO. 10 INSTITUTIONAL AREA, VASANT KUNJ, South Delhi New Delhi - 110070 DELHI-State Code:07 07AAATT4778L1ZU	Account ID :	VT000754
		Invoice no:	72109G10028847
		Invoice date :	02-Sep-2021
		Due date :	02-Oct-2021
		Amount due :	INR 162,249.99

Invoice summary

Description	Amount (INR)
One-time charges	0.00
Recurring charges	137,499.99
Adjustment charges	0.00
Subtotal	137,499.99
Delhi State GST on amount 137499.99 @ 9.00%	12,375.00
Delhi Central GST on amount 137499.99 @ 9.00%	12,375.00
Total Taxes	24,750.00
Total invoice amount	162,249.99

Key contact points :

Collection manager name	Gloria John <contractor>
Email	Gloria.John@contractor.tatacommunications.com
Contact no	

No tax is payable on reverse charge basis

PAN : AAACV2808C

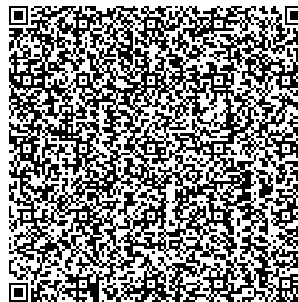
CIN : L64200MH1986PLC039266

GST DETAILS

TCL GSTIN No -	07AAACV2808C1ZR	Customer GSTIN No -	07AAATT4778L1ZU
TCL GSTIN address -	Videsh Sanchar Bhawan, Bangla Sahib Road, New Delhi, Delhi State Code: 07 - 110001	Customer GSTIN address -	PLOT NO. 10 INSTITUTIONAL AREA, VASANT KUNJ, South Delhi New Delhi DELHI-State Code:07 110070
ARN / LuT No -	AD070321021931K	Place of supply	
Applicable for Export / SEZ Exemption	Dated - 01-Apr-2021 Valid up to - 31-Mar-2022 Applied date - 25-Mar-2021	Customer contracting address -	Plot No. 10, Institutional Area, Vasant Kunj New Delhi Delhi-State Code:07 110070

IRN Number

a5a95cd61ffdb4be47f06d3fd1c3b9c8218720f044b587790e198c46b646e014



Wire transfer

Invoice payments can be made via electronic transfer / wire transfer as per the following details

Beneficiary Name	Tata Communications Ltd.	Company Address	Bandra Kurla Complex, Plot No. C-21 & C-36 Vidyanagari PO, Mumbai-98
Bank Account #	0230VT000754	IFSC CODE	UTIB0CCCH274 MICR Code: 400211017
Bank Name	Axis Bank	Bank Address	A to Z Shopping Centre, Dr. Ambedkar Road, Dadar (E), Mumbai -400 014
Account Type	Current Account	Currency	INR
Legal Entity ID	3358004PBWAYF65RLI81		

Billing Correspondence Address : Tata Communications Limited, Alandi Road, Dighi, Pune - 411015

Registered office : Tata Communications Limited, VSB, Mahatma Gandhi Road, Fort, Mumbai - 400001 (India)



To receive your invoices electronically, please send an email to billing.services@tatacommunications.com with 'BillMail' in the subject line. Please include your account Id and the email address where you would like your invoice delivered. To request a change to your email address on file, please include 'ChangeMail' in the subject line. You will continue to receive a hard copy of your invoice.

View your bills online : Please log on to <https://portal.tatacommunications.com>

4.3.4.2

Terms and conditions

- 1) It will be deemed that you have accepted this invoice in full in the event you have not lodged any written objection with us within 30 days of receipt of this invoice.
- 2) To avoid disconnection of service you are requested to pay the full amount by the due date mentioned in the invoice. An interest of 18% per annum will be charged on the amount remaining unpaid after the due date.
- 3) All cheques/demand drafts in payment of invoice should be drawn in favour of "Tata Communications Limited".
- 4) Kindly include invoice number along with your payment to ensure correct and timely processing.

Charge calculation method

- 1) For products which are charged annually -
Full year charge = Annual charges
Pro-Rata days = ((Annual charges/365) * no. of days)
 - 2) For products with other charge frequency -
Full month = (Annual charges / 12 * number of months)
Pro-Rata days = (((Annual charges/12) / number of days in the calendar month) * no. of days)
- Note : This refers to the product's charge frequency and not the customer's invoice frequency.

What is prorated?

Some products and services are billed one month in advance. If you sign up for one of these services in the middle of your billing period, your charges for that time period will be less than a full month's charge. This partial month charge is called a prorated.

What is a minimum commitment charge?

A minimum usage charge is the difference between your monthly usage guarantee, as agreed upon in your service contract, and your monthly usage. This charge will only appear on your invoice if your monthly usage falls below your monthly usage guarantee.

In addition, recurring charges will appear on Invoices as agreed upon in order form/service contract.

How do I submit a dispute?

If you have any questions or concerns regarding your invoice, please contact our billing enquiry department at on +91 20 66144444 or Toll Free No. 18002660660 between 10:00 hrs - 20:00 hrs (Monday through Friday). You can also email us at billing.services@tatacommunications.com. Please notify us of the disputed charges within 30 days of the invoice date with the following information:

- 1) Account id
- 2) Invoice number
- 3) Date of invoice
- 4) Amount of disputed charges
- 5) Type of disputed charges
- 6) Reason for disputing the charges

How do I submit Service Complaint?

For IZO INTERNET and ECO INTERNET service, please contact at 18002679280.
For any other service, you may contact us at +91 20 66144444 or 18002660660.

How do I submit a disconnect request?

You must submit a disconnect request by e-mailing us at Terminations@tatacommunications.com. The service(s) you request to be disconnected will have a stop date as per the terms included in your relevant individual contract.

We hereby certify that the corporate income-tax return of our Company for FY 2018 19 and FY 2019 20 have been filed before the due date specified u/s. 139(1) of the Income-tax Act and hence provisions of Section 206AB of the Income-tax Act will not be applicable to our Company. The customers, therefore are requested to deduct income-tax at source from the payment of this invoice as per the normal TDS provisions, found applicable.

Regional Collection Centre : Tata Communications Limited, Corporate Centre, 1st Floor, A Wing, plot No.C-21 & C-36, Bandra Kurla Complex, Adjacent to MTNL, Bandra(East), Mumbai - 400051

Tata Communications Limited

Customer name : TERI School of Advanced Studies
Account ID : VT000754
Customer GSTIN : 07AAATT4778L1ZU

Invoice no : 72109G10028847
Invoice date : 02-SEP-2021

Charge details for IAS : HSN Code - 998414						
Recurring charges						
Site Location	Parent ID Service ID COPF ID Comm date	Charge item & description	PO number PO date	Billing period	Annual charges	Amount (INR)
Institutional Area Plot No. 10 Teri University Vasant Kunj Delhi Delhi 110070 India State Code:07	091NEWD030008672013 IAS2004213NH4KEU 14-MAY-21	Fixed Port Charges - HSN CODE : 998414 -120 Mbps	-----	01-Oct-2021 31-Dec-2021	550,000.00	137,499.99
Recurring charges total						137,499.99

Subtotal excluding taxes	137,499.99
--------------------------	------------

Tax Invoice

Tata Communications Limited

Original for Recipient			
Billing Communication Address TERI School of Advanced Studies Vasant Kunj Institutional Area New Delhi-110070 Delhi ,India Tel:+91-9811140981 Kind attn : Jagpreet Singh PAN:	BILL TO Place of Supply: Delhi-State Code:07 TERI School of Advanced Studies PLOT NO. 10, INSTITUTIONAL AREA, VASANT KUNJ, South Delhi Delhi - 110070 Delhi-State Code:07 07AAATT4778L1ZU	Account ID :	VT000754
		Invoice no:	72109G10028679
		Invoice date :	02-Sep-2021
		Due date :	02-Oct-2021
		Amount due :	INR 22,125.00

Invoice summary

Description	Amount (INR)
One-time charges	0.00
Recurring charges	18,750.00
Adjustment charges	0.00
Subtotal	18,750.00
Delhi Central GST on amount 18750.00 @ 9.00%	1,687.50
Delhi State GST on amount 18750.00 @ 9.00%	1,687.50
Total Taxes	3,375.00
Total invoice amount	22,125.00

Key contact points :

Collection manager name	Gloria John <contractor>
Email	Gloria.John@contractor.tatacommunications.com
Contact no	

No tax is payable on reverse charge basis

PAN : AAACV2808C

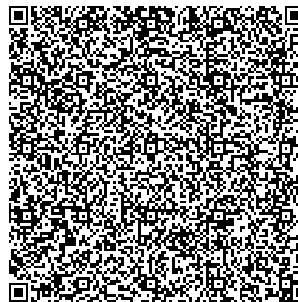
CIN : L64200MH1986PLC039266

GST DETAILS

TCL GSTIN No -	07AAACV2808C1ZR	Customer GSTIN No -	07AAATT4778L1ZU
TCL GSTIN address -	Videsh Sanchar Bhawan, Bangla Sahib Road, New Delhi, Delhi State Code: 07 - 110001	Customer GSTIN address -	PLOT NO. 10, INSTITUTIONAL AREA, VASANT KUNJ, South Delhi Delhi State Code:07 110070
ARN / LuT No -	AD070321021931K	Place of supply	
Applicable for Export / SEZ Exemption	Dated - 01-Apr-2021 Valid up to - 31-Mar-2022 Applied date - 25-Mar-2021	Customer contracting address -	Plot No. 10, Institutional Area, Vasant Kunj New Delhi Delhi-State Code:07 110070

IRN Number

50e3513d469f81b4357707c98b4ca9b3d397fe550b7314d1cfb45a96aca00f1a



Wire transfer

Invoice payments can be made via electronic transfer / wire transfer as per the following details

Beneficiary Name	Tata Communications Ltd.	Company Address	Bandra Kurla Complex, Plot No. C-21 & C-36 Vidyanagari PO, Mumbai-98
Bank Account #	0230VT000754	IFSC CODE	UTIB0CCH274 MICR Code: 400211017
Bank Name	Axis Bank	Bank Address	A to Z Shopping Centre, Dr. Ambedkar Road, Dadar (E), Mumbai -400 014
Account Type	Current Account	Currency	INR
Legal Entity ID	3358004PBWAYF65RLI81		

Billing Correspondence Address : Tata Communications Limited, Alandi Road, Dighi, Pune - 411015

Registered office : Tata Communications Limited, VSB, Mahatma Gandhi Road, Fort, Mumbai - 400001 (India)



To receive your invoices electronically, please send an email to billing.services@tatacommunications.com with 'BillMail' in the subject line. Please include your account Id and the email address where you would like your invoice delivered. To request a change to your email address on file, please include 'ChangeMail' in the subject line. You will continue to receive a hard copy of your invoice.

View your bills online : Please log on to <https://portal.tatacommunications.com>

4.3.4.5

Terms and conditions

- 1) It will be deemed that you have accepted this invoice in full in the event you have not lodged any written objection with us within 30 days of receipt of this invoice.
- 2) To avoid disconnection of service you are requested to pay the full amount by the due date mentioned in the invoice. An interest of 18% per annum will be charged on the amount remaining unpaid after the due date.
- 3) All cheques/demand drafts in payment of invoice should be drawn in favour of "Tata Communications Limited".
- 4) Kindly include invoice number along with your payment to ensure correct and timely processing.

Charge calculation method

- 1) For products which are charged annually -
Full year charge = Annual charges
Pro-Rata days = $((\text{Annual charges}/365) * \text{no. of days})$
 - 2) For products with other charge frequency -
Full month = $(\text{Annual charges} / 12 * \text{number of months})$
Pro-Rata days = $((\text{Annual charges}/12) / \text{number of days in the calendar month}) * \text{no. of days}$
- Note : This refers to the product's charge frequency and not the customer's invoice frequency.

What is prorate?

Some products and services are billed one month in advance. If you sign up for one of these services in the middle of your billing period, your charges for that time period will be less than a full month's charge. This partial month charge is called a prorate.

What is a minimum commitment charge?

A minimum usage charge is the difference between your monthly usage guarantee, as agreed upon in your service contract, and your monthly usage. This charge will only appear on your invoice if your monthly usage falls below your monthly usage guarantee.

In addition, recurring charges will appear on Invoices as agreed upon in order form/service contract.

How do I submit a dispute?

If you have any questions or concerns regarding your invoice, please contact our billing enquiry department at on +91 20 66144444 or Toll Free No. 18002660660 between 10:00 hrs - 20:00 hrs (Monday through Friday). You can also email us at billing.services@tatacommunications.com. Please notify us of the disputed charges within 30 days of the invoice date with the following information:

- 1) Account id
- 2) Invoice number
- 3) Date of invoice
- 4) Amount of disputed charges
- 5) Type of disputed charges
- 6) Reason for disputing the charges

How do I submit Service Complaint?

For IZO INTERNET and ECO INTERNET service, please contact at 18002679280.
For any other service, you may contact us at +91 20 66144444 or 18002660660.

How do I submit a disconnect request?

You must submit a disconnect request by e-mailing us at Terminations@tatacommunications.com. The service(s) you request to be disconnected will have a stop date as per the terms included in your relevant individual contract.

We hereby certify that the corporate income-tax return of our Company for FY 2018 19 and FY 2019 20 have been filed before the due date specified u/s. 139(1) of the Income-tax Act and hence provisions of Section 206AB of the Income-tax Act will not be applicable to our Company. The customers, therefore are requested to deduct income-tax at source from the payment of this invoice as per the normal TDS provisions, found applicable.

Regional Collection Centre : Tata Communications Limited, Corporate Centre, 1st Floor, A Wing, plot No.C-21 & C-36, Bandra Kurla Complex, Adjacent to MTNL, Bandra(East), Mumbai - 400051

Tata Communications Limited

Customer name : TERI School of Advanced Studies
Account ID : VT000754
Customer GSTIN : 07AAATT4778L1ZU

Invoice no : 72109G10028679
Invoice date : 02-SEP-2021

Charge details for ETHERNET : HSN Code - 998414							
Recurring charges							
A End Location	B End Location	Service ID COPF ID Comm date	Charge Item & description	PO number PO date	Billing period	Annual charges	Amount (INR)
Teri Darbari Seth Block (Core- 6c) India Habitat Centre Lodhi Road Delhi Delhi 110003 India State Code:07	Teri University Plot-10 Vasant Kunj Institutional Area Vasant Kunj Delhi Delhi 110070 India State Code:07	091DELH1143008673478 951156 19-MAY-21	NATIONAL DEDICATED ETHERNET - HSN CODE : 998414 -20 Mbps Standard SLA	20-FEB-2020	01-Oct-2021 31-Dec-2021	75,000.00	18,750.00
Recurring charges total							18,750.00

Subtotal excluding taxes	18,750.00
--------------------------	-----------

Tax Invoice

Tata Communications Limited

Original for Recipient			
Billing Communication Address TERI School of Advanced Studies Vasant Kunj Institutional Area New Delhi-110070 Delhi ,India Tel:+91-9811140981 Kind attn : Jagpreet Singh PAN:	BILL TO Place of Supply: Delhi-State Code:07 TERI School of Advanced Studies PLOT NO. 10, INSTITUTIONAL AREA, VASANT KUNJ, South Delhi Delhi - 110070 Delhi-State Code:07 07AAATT4778L1ZU	Account ID :	VT000754
		Invoice no:	72109G10028678
		Invoice date :	02-Sep-2021
		Due date :	02-Oct-2021
		Amount due :	INR 11,799.99

Invoice summary

Description	Amount (INR)
One-time charges	0.00
Recurring charges	9,999.99
Adjustment charges	0.00
Subtotal	9,999.99
Delhi Central GST on amount 9999.99 @ 9.00%	900.00
Delhi State GST on amount 9999.99 @ 9.00%	900.00
Total Taxes	1,800.00
Total invoice amount	11,799.99

Key contact points :

Collection manager name	Gloria John <contractor>
Email	Gloria.John@contractor.tatacommunications.com
Contact no	

No tax is payable on reverse charge basis

PAN : AAACV2808C

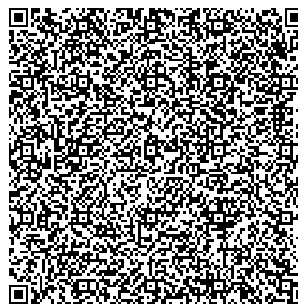
CIN : L64200MH1986PLC039266

GST DETAILS

TCL GSTIN No -	07AAACV2808C1ZR	Customer GSTIN No -	07AAATT4778L1ZU
TCL GSTIN address -	Videsh Sanchar Bhawan, Bangla Sahib Road, New Delhi, Delhi State Code: 07 - 110001	Customer GSTIN address -	PLOT NO. 10, INSTITUTIONAL AREA, VASANT KUNJ, South Delhi Delhi State Code:07 110070
ARN / LuT No -	AD070321021931K	Place of supply	
Applicable for Export / SEZ Exemption	Dated - 01-Apr-2021 Valid up to - 31-Mar-2022 Applied date - 25-Mar-2021	Customer contracting address -	Plot No. 10, Institutional Area, Vasant Kunj New Delhi Delhi-State Code:07 110070

IRN Number

807c13895019d19faef35a53c46cde6de48806a63d867a52e4f05de5eff76596



Wire transfer

Invoice payments can be made via electronic transfer / wire transfer as per the following details

Beneficiary Name	Tata Communications Ltd.	Company Address	Bandra Kurla Complex, Plot No. C-21 & C-36 Vidyanagari PO, Mumbai-98
Bank Account #	0230VT000754	IFSC CODE	UTIB0CCCH274 MICR Code: 400211017
Bank Name	Axis Bank	Bank Address	A to Z Shopping Centre, Dr. Ambedkar Road, Dadar (E), Mumbai -400 014
Account Type	Current Account	Currency	INR
Legal Entity ID	3358004PBWAYF65RLI81		

Billing Correspondence Address : Tata Communications Limited, Alandi Road, Dighi, Pune - 411015

Registered office : Tata Communications Limited, VSB, Mahatma Gandhi Road, Fort, Mumbai - 400001 (India)



To receive your invoices electronically, please send an email to billing.services@tatacommunications.com with 'BillMail' in the subject line. Please include your account Id and the email address where you would like your invoice delivered. To request a change to your email address on file, please include 'ChangeMail' in the subject line. You will continue to receive a hard copy of your invoice.

View your bills online : Please log on to <https://portal.tatacommunications.com>

4.3.4.8

Terms and conditions

- 1) It will be deemed that you have accepted this invoice in full in the event you have not lodged any written objection with us within 30 days of receipt of this invoice.
- 2) To avoid disconnection of service you are requested to pay the full amount by the due date mentioned in the invoice. An interest of 18% per annum will be charged on the amount remaining unpaid after the due date.
- 3) All cheques/demand drafts in payment of invoice should be drawn in favour of "Tata Communications Limited".
- 4) Kindly include invoice number along with your payment to ensure correct and timely processing.

Charge calculation method

- 1) For products which are charged annually -
Full year charge = Annual charges
Pro-Rata days = $((\text{Annual charges}/365) * \text{no. of days})$
 - 2) For products with other charge frequency -
Full month = $(\text{Annual charges} / 12 * \text{number of months})$
Pro-Rata days = $((\text{Annual charges}/12) / \text{number of days in the calendar month}) * \text{no. of days}$
- Note : This refers to the product's charge frequency and not the customer's invoice frequency.

What is prorate?

Some products and services are billed one month in advance. If you sign up for one of these services in the middle of your billing period, your charges for that time period will be less than a full month's charge. This partial month charge is called a prorate.

What is a minimum commitment charge?

A minimum usage charge is the difference between your monthly usage guarantee, as agreed upon in your service contract, and your monthly usage. This charge will only appear on your invoice if your monthly usage falls below your monthly usage guarantee.

In addition, recurring charges will appear on Invoices as agreed upon in order form/service contract.

How do I submit a dispute?

If you have any questions or concerns regarding your invoice, please contact our billing enquiry department at on +91 20 66144444 or Toll Free No. 18002660660 between 10:00 hrs - 20:00 hrs (Monday through Friday). You can also email us at billing.services@tatacommunications.com. Please notify us of the disputed charges within 30 days of the invoice date with the following information:

- 1) Account id
- 2) Invoice number
- 3) Date of invoice
- 4) Amount of disputed charges
- 5) Type of disputed charges
- 6) Reason for disputing the charges

How do I submit Service Complaint?

For IZO INTERNET and ECO INTERNET service, please contact at 18002679280.
For any other service, you may contact us at +91 20 66144444 or 18002660660.

How do I submit a disconnect request?

You must submit a disconnect request by e-mailing us at Terminations@tatacommunications.com. The service(s) you request to be disconnected will have a stop date as per the terms included in your relevant individual contract.

We hereby certify that the corporate income-tax return of our Company for FY 2018 19 and FY 2019 20 have been filed before the due date specified u/s. 139(1) of the Income-tax Act and hence provisions of Section 206AB of the Income-tax Act will not be applicable to our Company. The customers, therefore are requested to deduct income-tax at source from the payment of this invoice as per the normal TDS provisions, found applicable.

Regional Collection Centre : Tata Communications Limited, Corporate Centre, 1st Floor, A Wing, plot No.C-21 & C-36, Bandra Kurla Complex, Adjacent to MTNL, Bandra(East), Mumbai - 400051

Tata Communications Limited

Customer name : TERI School of Advanced Studies
Account ID : VT000754
Customer GSTIN : 07AAATT4778L1ZU

Invoice no : 72109G10028678
Invoice date : 02-SEP-2021

Charge details for ETHERNET : HSN Code - 998414							
Recurring charges							
A End Location	B End Location	Service ID COPF ID Comm date	Charge Item & description	PO number PO date	Billing period	Annual charges	Amount (INR)
Teri University 10 Institutional Area Vasant Kunj New Delhi Delhi 110070 India State Code:07	Specranet Data Center H223 Sector 63 Noida Uttar Pradesh 201301 India State Code:09	091NEWD1143013185716 951157 13-MAY-21	NATIONAL DEDICATED ETHERNET - HSN CODE : 998414 -16 Mbps Standard SLA	20-FEB-2020	01-Oct-2021 31-Dec-2021	40,000.00	9,999.99
Recurring charges total							9,999.99

Subtotal excluding taxes	9,999.99
--------------------------	----------

Tax Invoice

Tata Communications Limited

Original for Recipient			
Billing Communication Address TERI School of Advanced Studies Vasant Kunj Institutional Area New Delhi-110070 Delhi, India Tel: +91-9811140981 Kind attn : Jagpreet Singh PAN:	BILL TO Place of Supply: Uttar Pradesh-State Code:09 TERI School of Advanced Studies	Account ID :	VT000754
		Invoice no:	92109G10019661
		Invoice date :	02-Sep-2021
		Due date :	02-Oct-2021
		Amount due :	INR 11,799.99

Invoice summary

Description	Amount (INR)
One-time charges	0.00
Recurring charges	9,999.99
Adjustment charges	0.00
Subtotal	9,999.99
Uttar Pradesh State GST on amount 9999.99 @ 9.00%	900.00
Uttar Pradesh Central GST on amount 9999.99 @ 9.00%	900.00
Total Taxes	1,800.00
Total invoice amount	11,799.99

Key contact points :

Collection manager name	Gloria John <contractor>
Email	Gloria.John@contractor.tatacommunications.com
Contact no	

No tax is payable on reverse charge basis

PAN : AAACV2808C

CIN : L64200MH1986PLC039266

GST DETAILS

TCL GSTIN No -	09AAACV2808C1ZN	Customer GSTIN No -	GSTIN Not registered
TCL GSTIN address -	A1/7, Lakhanpur, Kanpur, Uttar Pardesh State Code: 09 - 208024	Customer GSTIN address -	-State Code:
		Place of supply	
ARN / LuT No - Applicable for Export / SEZ Exemption	AD0903210188660 Dated - 01-Apr-2021 Valid up to - 31-Mar-2022 Applied date - 26-Mar-2021	Customer contracting address -	Plot No. 10, Institutional Area, Vasant Kunj New Delhi Delhi-State Code:07 110070

IRN Number

Not Applicable



Wire transfer

Invoice payments can be made via electronic transfer / wire transfer as per the following details

Beneficiary Name	Tata Communications Ltd.	Company Address	Bandra Kurla Complex, Plot No. C-21 & C-36 Vidyanagari PO, Mumbai-98
Bank Account #	0230VT000754	IFSC CODE	UTIB0CCH274 MICR Code: 400211017
Bank Name	Axis Bank	Bank Address	A to Z Shopping Centre, Dr. Ambedkar Road, Dadar (E), Mumbai -400 014
Account Type	Current Account	Currency	INR
Legal Entity ID	3358004PBWAYF65RLI81		

Billing Correspondence Address : Tata Communications Limited, Alandi Road, Dighi, Pune - 411015

Registered office : Tata Communications Limited, VSB, Mahatma Gandhi Road, Fort, Mumbai - 400001 (India)



To receive your invoices electronically, please send an email to billing.services@tatacommunications.com with 'BillMail' in the subject line. Please include your account Id and the email address where you would like your invoice delivered. To request a change to your email address on file, please include 'ChangeMail' in the subject line. You will continue to receive a hard copy of your invoice.

View your bills online : Please log on to <https://portal.tatacommunications.com>

4.3.4.11

Terms and conditions

- 1) It will be deemed that you have accepted this invoice in full in the event you have not lodged any written objection with us within 30 days of receipt of this invoice.
- 2) To avoid disconnection of service you are requested to pay the full amount by the due date mentioned in the invoice. An interest of 18% per annum will be charged on the amount remaining unpaid after the due date.
- 3) All cheques/demand drafts in payment of invoice should be drawn in favour of "Tata Communications Limited".
- 4) Kindly include invoice number along with your payment to ensure correct and timely processing.

Charge calculation method

- 1) For products which are charged annually -
Full year charge = Annual charges
Pro-Rata days = ((Annual charges/365) * no. of days)
 - 2) For products with other charge frequency -
Full month = (Annual charges / 12 * number of months)
Pro-Rata days = (((Annual charges/12) / number of days in the calendar month) * no. of days)
- Note : This refers to the product's charge frequency and not the customer's invoice frequency.

What is prorated?

Some products and services are billed one month in advance. If you sign up for one of these services in the middle of your billing period, your charges for that time period will be less than a full month's charge. This partial month charge is called a prorated.

What is a minimum commitment charge?

A minimum usage charge is the difference between your monthly usage guarantee, as agreed upon in your service contract, and your monthly usage. This charge will only appear on your invoice if your monthly usage falls below your monthly usage guarantee.

In addition, recurring charges will appear on Invoices as agreed upon in order form/service contract.

How do I submit a dispute?

If you have any questions or concerns regarding your invoice, please contact our billing enquiry department at on +91 20 66144444 or Toll Free No. 18002660660 between 10:00 hrs - 20:00 hrs (Monday through Friday). You can also email us at billing.services@tatacommunications.com. Please notify us of the disputed charges within 30 days of the invoice date with the following information:

- 1) Account id
- 2) Invoice number
- 3) Date of invoice
- 4) Amount of disputed charges
- 5) Type of disputed charges
- 6) Reason for disputing the charges

How do I submit Service Complaint?

For IZO INTERNET and ECO INTERNET service, please contact at 18002679280.
For any other service, you may contact us at +91 20 66144444 or 18002660660.

How do I submit a disconnect request?

You must submit a disconnect request by e-mailing us at Terminations@tatacommunications.com. The service(s) you request to be disconnected will have a stop date as per the terms included in your relevant individual contract.

We hereby certify that the corporate income-tax return of our Company for FY 2018 19 and FY 2019 20 have been filed before the due date specified u/s. 139(1) of the Income-tax Act and hence provisions of Section 206AB of the Income-tax Act will not be applicable to our Company. The customers, therefore are requested to deduct income-tax at source from the payment of this invoice as per the normal TDS provisions, found applicable.

Regional Collection Centre : Tata Communications Limited, Corporate Centre, 1st Floor, A Wing, plot No.C-21 & C-36, Bandra Kurla Complex, Adjacent to MTNL, Bandra(East), Mumbai - 400051

Tata Communications Limited

Customer name : TERI School of Advanced Studies
Account ID : VT000754
Customer GSTIN : GSTIN Not registered

Invoice no : 92109G10019661
Invoice date : 02-SEP-2021

Charge details for ETHERNET : HSN Code - 998414							
Recurring charges							
A End Location	B End Location	Service ID COPF ID Comm date	Charge Item & description	PO number PO date	Billing period	Annual charges	Amount (INR)
Teri University 10 Institutional Area Vasant Kunj New Delhi Delhi 110070 India State Code:07	Specranet Data Center H223 Sector 63 Noida Uttar Pradesh 201301 India State Code:09	091NEWD1143013185716 951157 13-MAY-21	NATIONAL DEDICATED ETHERNET - HSN CODE : 998414 -16 Mbps Standard SLA	20-FEB-2020	01-Oct-2021 31-Dec-2021	40,000.00	9,999.99
Recurring charges total							9,999.99

Subtotal excluding taxes	9,999.99
--------------------------	----------

4.3.4.B.

TATA COMMUNICATIONS



CUSTOMER ORDER FORM

COF ref. no. : NDE200421XIPFYXI

04-May-2021

Contracting Information					
Customer Contracting Information					
Customer Contracting Entity	TERI School of Advanced Studies				
Address	Plot No. 10, Institutional Area,Vasant Kunj				
State	Delhi				
City	New Delhi	Country	India	Pin/Zip	110070
Contact person	Jagpreet Singh				
Contact No.	+91-9811140981	Email ID	itadmin@terisas.ac.in		
GST Number	07AAATT4778L1ZU				

Supplier Contracting Information			
Supplier Contracting Entity	TATA Communications Limited		
Supplier Notice Address	Vsb Mahatma Gandhi Road Fort, Mumbai, MAHARASHTRA, 400001, India		
Account Manager	Pramod Shukla		
Contact No.	+91 9821411665	Email ID	pramod.shukla@tatacommunications.com
GST Number	27AAACV2808C1ZP		

Billing Payments			
Billing Method	Advance	Billing Frequency	Quarterly
Payment Term (from date of invoice)	30 Days	Billing Currency	INR
Payment Currency	INR	Invoice Method	Paper/Electronic
Credit Limit	25,833.33	Deposit Amount/ FBPA (If Any)	0
Send Invoice To			
Name	Jagpreet Singh		
Contact No.	+91-9811140981	Email ID	itadmin@terisas.ac.in
Address	Vasant Kunj Institutional Area New Delhi Delhi India 110070		

Order Details	
Order No	NDE200421XIPFYXI
Order Type	CHANGE ORDER - Change Bandwidth
Contract Term	12 months
Product Name	National Dedicated Ethernet
Service ID	091DELH1143008673478

4.3.4.14

Commercials						
Scope and commercials for product				National Dedicated Ethernet		
S.No.	Service type	Circuit speed	HSN Code	Chargeable item	Price	
					ARC	NRC
1	National Dedicated Ethernet	20 Mbps	998414	Sub Total	75,000.00	0.00
				Bandwidth Charges	75,000.00	0
2	National Dedicated Ethernet	16 Mbps	998414	Sub Total	80,000.00	0.00
				Bandwidth Charges	80,000.00	0
	Total			INR	1,55,000.00	0.00

Charges						
Total charges	Annual recurring Charges (tax excluded)		One time charges (tax excluded)		Total contract value (tax excluded)	
	INR	1,55,000.00	INR	0.00	INR	1,55,000.00

4.3.4.16
Solution : National Dedicated Ethernet

Solution Details				
Network protection: Protected				
Link Details	A-End Address	B-End Address	Configuration	Circuit speed
1	TERI,Lodhi Road India Habitat Centre Complex New Delhi DELHI India 110003	Vasant Kunj Institutional Area No. 10, TERI University New Delhi DELHI India 110070	National Dedicated Ethernet	20 Mbps

SOLUTION DIAGRAM FOR LINK 1



SERVICE DESCRIPTION

- Feasibility (A-End)

Access type: Onnet Wireline

Access provider: TATA COMMUNICATIONS

Feasibility created date : 20-Apr-2021

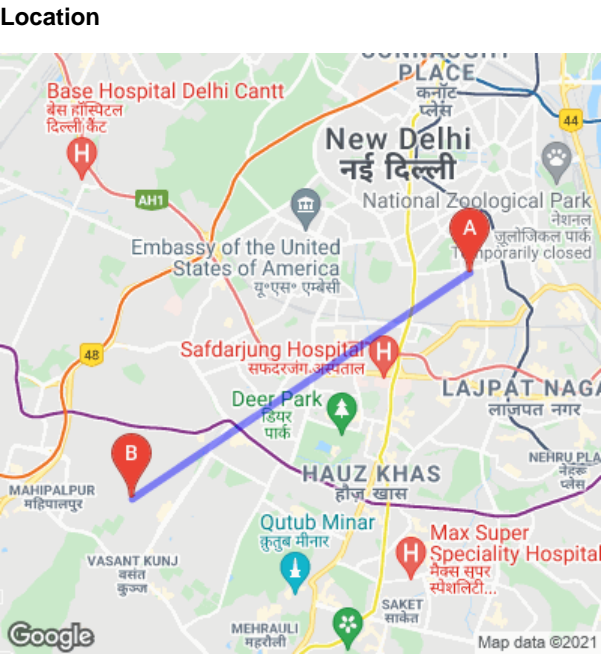
Validity of feasibility: 30 days
- Feasibility (B-End)

Access type: Onnet Wireline

Access provider: TATA COMMUNICATIONS

Feasibility created date : 20-Apr-2021

Validity of feasibility: 30 days



COMMON ATTRIBUTES

Circuit speed: 20 Mbps	Service availability: >=99.9%	Contract Type: Lease
Parallel Build: No	Port Type: Fixed	Parallel Run Days: NA

SPECIFIC ATTRIBUTES

A-End	B-End
Interface type: 100 BASE-TX	Interface type: 100 BASE-TX
Frame Size: 1550 - Standard frame	Frame Size: 1550 - Standard frame
Local loop Bandwidth: 20 Mbps	Local loop Bandwidth: 20 Mbps
Last mile: Yes	Last mile: Yes

4.3.4.B.

Vasant Kunj Institutional Area No. 10,
TERI University New Delhi DELHI India
110070

Gautam Budh Nagar No.
H 223,,Near Ginger Hotel
Sector 63 Noida UTTAR
PRADESH India 201301

National
Dedicated
Ethernet

16 Mbps

SOLUTION DIAGRAM FOR LINK 2



SERVICE DESCRIPTION

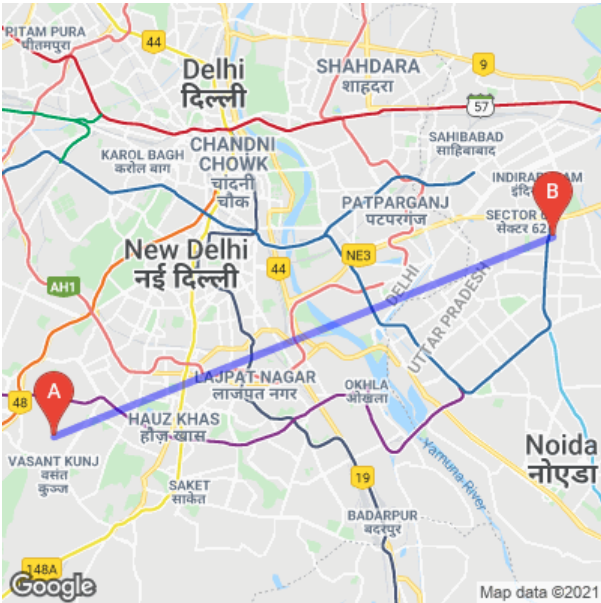
Feasibility (A-End)

Access type: Onnet Wireline
Access provider: TATA COMMUNICATIONS
Feasibility created date : 20-Apr-2021
Validity of feasibility: 30 days

Feasibility (B-End)

Access type: Onnet Wireline
Access provider: TATA COMMUNICATIONS
Feasibility created date : 20-Apr-2021
Validity of feasibility: 30 days

Location



COMMON ATTRIBUTES

Circuit speed: 16 Mbps
Service availability: >=99.9%
Contract Type: Lease
Parallel Build: No
Port Type: Fixed
Parallel Run Days: NA

SPECIFIC ATTRIBUTES

A-End
Interface type: 100 BASE-TX
Frame Size: 1550 - Standard frame
Local loop Bandwidth: 16 Mbps
Last mile: Yes
B-End
Interface type: 100 BASE-TX
Frame Size: 1550 - Standard frame
Local loop Bandwidth: 16 Mbps
Last mile: Yes

4.3.4.B.

Terms & Conditions

Terms & Conditions

1. Local Loop fees if any as set out in this Customer Order Form are subject to a feasibility survey (conducted after the Customer Order Form has been executed by the Customer) and therefore such fees may vary as a result of any additional construction or technical modifications that may be required. In the event the fees are increased, Supplier shall notify Customer as soon as reasonably possible. Customer shall within 5 (five) Business Days of receipt of such notification from the Supplier, inform the Supplier in writing if the Customer is willing to cancel or re-specify the Service(s) in view of the increased fee, without any further liability towards Supplier. In case the Customer agrees for the increased fees, the Customer shall communicate the same to the Supplier within 5 (five) Business Days of receipt of the notification from the Supplier and the Customer shall sign revised Customer Order Form with the increased fees.
2. Parties agree to the following special terms and conditions.
- Applicability of Country Specific Terms and Conditions.Certain country specific additional terms and conditions apply in accordance with the terms of applicability set out in Country Annex attached to this COF.

COUNTRY ANNEX - INDIA

1. Definitions

India Based Services mean those Services which are telecommunications services which originate from and terminate into India at two or more points in India. Such Services may include without limitation national private leased circuit services, national dedicated ethernet services and domestic virtual private network services.

India Global Services means those Services which are international telecommunications services where an Indian domestic portion of such services terminates into one or more points in India. Such Services may include without limitation global dedicated ethernet services, global virtual private network services

India Specific Customer means the Customer entity that is incorporated in or formed under or established under the laws of India.

India Specific Supplier means the Supplier entity that is incorporated in or formed under or established under the laws of India.

Non - Indian Customer means the Customer entity that is incorporated in or formed under or established under the laws of a country or state other than India.

OSP means an entity providing Application Services like tele -banking, tele - medicine, tele - education, tele - trading, e - commerce, call centre, network operation centre and other IT Enabled Services, by using Telecom Resources provided by Authorised Telecom Service Providers

SEZ means each Special Economic Zone notified under the proviso to sub-section (4) of section 3 and sub-section (1) of section 4 (including Free Trade and Warehousing Zone) as given under Special Economic Zone Act, 2005 and includes an existing Special Economic Zone.

Taxes means all applicable VAT, GST, consumption, sales, use, excise, access, bypass, franchise, regulatory or other like taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the goods and Services

2. Additional Terms

(A) Legal Regulatory Terms. Applicability - These terms and conditions shall apply only if the COF has been entered between: (A) India Specific Supplier and India Specific Customer; or (B) India Specific Supplier and Non-Indian Customer; for supply of telecommunications Services in India that either originate or terminate in India or are India domestic Services and shall be additionally governed under the provisions of the Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933, Telecom Regulatory Authority of India Act 1997, and Information Technology Act, 2000, as modified or replaced from time to time.

1 - The Service shall be used only for the purposes specified in the COF and shall not be used for or connected to any telecommunication service including Public Switched Telephone Network (PSTN)/Public Land Mobile Network (PLMN) or any other services of whatsoever nature unless otherwise permitted by the Governmental Authority with specific approvals/licenses. If the Service is found to have terminated on a PSTN/PLMN at either end, the Customer agrees that Supplier may terminate the Service and claim reimbursement from the Customer of such financial penalty as may be levied against Supplier by any Governmental Authority. Such amounts shall become due and payable by the Customer to Supplier within 5 (five) working days of the Supplier giving notice of such claim(s). Supplier shall also, at its sole discretion, be entitled to disconnect the circuit with immediate effect.

2 - The use of encryption by the Customer shall be governed by the Governmental Authority's policies/rules made under the Information Technology Act, 2000, including any amendments thereto. Customer shall not employ bulk encryption equipment in the network without such encryption equipment having the prior evaluation and approval of Governmental Authority specifically designated for the purpose.

3 - Customer shall not use any International Voice over Internet Protocol ("foreign VoIP") on the Service. If Customer uses foreign VOIP on the Service, the Supplier may immediately terminate the Service.

4 - As per the notification issued by the Department of Telecommunications vide No. 18-1/BS II dated 19th April, 2006, it is permissible to have the logical partitioning of EPABX for termination of leased lines/PSTN/PLMN network such that there is no misuse in any manner including bypass of International Long Distance Traffic between customer's private network & Basic Service Operator (BSO)/Mobile Service Operator (MSO) PSTN and Access Deficit Charges thereof. However, this shall be subject to additional terms and conditions to be complied with by the Customer.

5 Specific Terms

(a) Applicability. To the extent Customer is an enterprise and intends to use the Services for its corporate use, follow term shall apply - Customer is not a licensed telecom service provider. Customer shall use the services for its own bonafide and corporate purpose and shall not resell, sublet or assign the Services. The Service shall not be used for OSP purpose without registration with Department of Telecommunications and submitting the copy of the OSP registration with the Supplier.

(b) Applicability. To the extent Customer intends to use the Services for OSP purpose, follow term shall apply - Customer is not a licensed telecom service provider. Customer shall use the Services for OSP purposes in accordance with OSP registration obtained by the Customer from the relevant office of the DoT term Cell and share the copy of the OSP registration with the Supplier.

4.3.4.B.

(c) To the extent Customer is a licensed telecom service provider in India, follow term shall apply - Customer is a licensed telecom service provider having due license to provide its own telecommunications services to its customers. Customer shall use the Services in compliance with the terms of the license held by the Customer and submit the copy of the license with the Supplier.

(B) Goods and Services Tax Terms. Applicability - These terms and conditions shall apply only if the COF has been entered between: (A) India Specific Supplier and India Specific Customer; or (B) India Specific Supplier and Non-Indian Customer; for supply of Services in India.

1 - In case of any change in rate of Taxes or basis of levy of Taxes or any other change which results in a higher Tax rate being applicable to an invoice already issued for goods or Services provided by Supplier, such additional Tax shall be borne and payable by the Customer

2 - Customer shall not upload or make any amendment in relation to the Supplier's invoice on the Governmental Authority's goods and services tax network (GSTN) portal (or by any other name known in future) without informing the Supplier in advance. Further, where such changes are made by or on behalf of the Customer on the GSTN portal without prior notification to the Supplier, and where Supplier receives any notification from GSTN portal in regard to such changes, Supplier reserves the right to reject such changes or not act upon such changes on the GSTN portal.

3 - Supplier will raise and issue a valid tax invoice, and receipt voucher along with other documents, strictly as per the details mentioned in the COF that has been signed by the Customer. Customer shall provide accurate details of the Customer Premises in the COF in accordance with the requirements of applicable goods and services taxation laws failing which Supplier shall proceed to issue the invoice on the basis of the Customer Premises address available to the Supplier

4 - In case of supply of Services, where the place of supply is dependent on the registered address provided by the Customer under the COF, such registered address would be treated as 'location of service recipient' on the records of the Supplier as required under applicable goods and services taxation laws

5 - In case any taxation claim, penalty, credit loss or related claim is made against the Supplier on account of Customer's failure to provide the correct address and or details in the COF, the Customer shall indemnify the Supplier against any such claim, penalty, credit loss or interest etc., as the case may be. Additionally, if any cost is incurred by the Supplier (including but not limited to tax, interest, or penalty) due to non-compliance with applicable goods and services taxation laws by or on behalf of the Customer, then the Customer shall indemnify the Supplier for any such cost, tax, penalty, interest etc. payable or paid by the Supplier

6 - Where any discount on charges has been provided by the Supplier to the Customer, before the supply of goods or Services, such discount shall be mentioned in the COF and on the applicable invoice. The net amount of the invoice shall be treated as consideration for the supply of such goods and Services.

7 - In case of any price adjustment scenarios which include price revision, bandwidth upgrade, re-rating or traffic, parallel upgrade, etc., the subsequent invoices from Supplier shall have the relevant credit note or additional billing **charges, as the case may be.**

8 - Allocation of consideration value in relation to fixed lease line Services

(a) - In case of India Based Services consideration towards Services will be allocated in proportion of the Services to be availed of by each point of termination/origination in India. Supplier will issue an invoice from each state in which each such point is located at a proportionate percentage or value of the total consideration ascribed to each such point. Such value or percentage will be identified in the relevant COF.

(b) - In case of India Global Services where only one point is located within India, Supplier will issue an invoice for full consideration from the state in which such point is located within India. However, in case two or more points **are located in India**, Supplier will issue an invoice for proportionate percentage or value of total consideration from each of the states in which each such point is located within India. Such value or percentage will be identified in the relevant COF.

(c) - In case of link based Services such as internet leased line services, where there is only one point of installation with respect to such link based products or services, Supplier will issue an invoice for full consideration from the state in which such point is located within India.

(d) - In each of the above-mentioned cases under sub-section (a) to (c), where the Customer has not provided in the Customer Order Form the details of Customer's GST registration number and address of the state in which the place of supply is determined, credit of taxes paid may not be available to the Customer.

9 A Customer located in SEZ unit opting for GST exemption would mandatorily be required to submit the following

(a) - SEZ approval letter/ SEZ registration certificate,

(b) - SEZ declaration and

(c) - GSTIN registration pertaining to the SEZ unit along with the signed COF.

The respective Customer contracting entity executing this COF would only seek prospective exemptions and will not make or ask for any back dated request for GST exemptions. In case there are any amendments/notification to such GST exemptions with respect to SEZ unit, then the Customer contracting entity shall notify Supplier contracting entity promptly upon receipt of such notification from SEZ authority. Customer contracting entity will fully co-operate with Supplier contracting entity in all matters and execute all necessary documentation in this regard.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter, the "Agreement") are applicable to the COF entered into between Customer and Supplier. Supplier and Customer are sometimes hereinafter referred to individually as a "Party" and collectively, as the "Parties".

1. Definitions

Capitalized terms used in this Agreement but otherwise not defined shall have the following meaning:

Agreement Term shall have the meaning ascribed to it in Section 2.3.

Affiliate means an entity that directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of the foregoing, **control** shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in the said entity.

Cover Page means the first page of this document, titled Master Services Agreement Cover Page.

Customer means the entity defined above or as set forth in a particular COF, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, Customer means Customer, its Affiliates and its and their employees, directors, officers, agents and representatives.

4.3.4.18 Customer Order Form(s) or COF(s) means a request for Service submitted by Customer in the form designated by Supplier (including any attachments) and accepted by Supplier in accordance with this Agreement setting out matters relating to Supplier's delivery of Services to Customer (in all events to the exclusion of any Customer proposed terms and conditions of purchase, purchase order(s) or other Customer proposed terms of business).

Customer Premises means the location or locations occupied by Customer or Customer's End Users (as applicable) to which Service is delivered.

Customer Technology means Customer's proprietary technology, including without limitation, Customer's software (in source and object forms), user interface designs, architecture and documentation (both printed and electronic), know-how, and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party).

Electronic Signature or ES means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with a human readable electronic version of this Agreement, or applicable COF, using Tata Communications' or its designated third party ES platform.

End User means any person or entity deriving or making use of the Services through Customer including but not limited to, Customer, an Affiliate of Customer or a customer of Customer.

Facilities means any and all property supplied by Supplier that are used to deliver the Services, including but not limited to all terminal and other equipment, wires, fiber optic cables, lines, circuits, radio links, ports, routers, switches, cabinets, racks, private rooms and the like, including Supplier-Provided CPE installed on or at Customer Premises but owned by Supplier pursuant to Section 2.9 and Section 4. Facilities shall not include any such devices sold to Customer by Supplier or owned, leased or otherwise obtained from a third party by Customer.

Force Majeure Event is any cause beyond a Party's reasonable control, including, without limitation, any act of war, act of God or nature, earthquake, hurricanes, tornados, flood, fire or other similar casualty, embargo, riot, terrorism, sabotage, strike or labor difficulty, governmental act, law or regulation, insurrections, terrorism, epidemic, quarantine, inability to procure materials or transportation facilities, failure of power, court order, condemnation, failure of the Internet, failure of a supplier or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

Governmental Authority means any governmental or quasi-governmental body, whether foreign or domestic, including any department, agency, commission, bureau or other administrative or regulatory bodies, courts, public utilities and communications authorities (e.g., the U.S. Federal Communications Commission, USAC or Telecom Regulation Authority of India).

India Based Services mean those Services which are telecommunications services which originate from and terminate into India at two or more points in India. Such Services may include without limitation national private leased circuit services, national dedicated ethernet services and domestic virtual private network services.

India Global Services mean those Services which are international telecommunications services where an Indian domestic portion of such services terminates into one or more points in India. Such Services may include without limitation global dedicated ethernet services, global virtual private network services.

India Specific Customer means the Customer entity that is incorporated in or formed under or established under the laws of India.

India Specific Supplier means the Supplier entity that is incorporated in or formed under or established under the laws of India.

In-Service Notification means a written notice from Supplier to Customer that the Services ordered pursuant to a COF have been installed by Supplier and have been tested and are functioning properly in accordance with the applicable Service Schedule(s).

Interest Rate means one and one-half percent (1.5%) per month or if such amount is not permitted by law then the highest rate permitted by law.

Local Loop means the connection between the Customer Premises and a Point of Presence.

Minimum Service Period or Service Term means the minimum duration for each Service or each component of the Service, as defined in the relevant Service Schedule or COF and calculated from the Service Commencement Date, continuing thereafter in accordance with Section 2.3(b) of this Agreement.

Non-Indian Customer means the Customer entity that is incorporated in or formed under or established under the laws of a country or state other than India.

Personal Information means any information that may identify an individual, including without limitation names, addresses, telephone numbers, electronic addresses, passwords, credit card numbers or other account data, customer proprietary network information, or any information regarding an individual that is protected under any Privacy Laws applicable to the Services.

Point of Presence means a data center or similar space owned or leased by Supplier or any of its Affiliates for the purpose of, among other things, locating and collocating communications equipment and to which the Supplier Network is directly connected.

Privacy Laws means any applicable law, regulation or binding policy of any Governmental Authority that relates to the security and protection of personally identifiable information, data privacy, trans-border data flow or data protection.

Service Commencement Date means (i) the date Customer has accepted or is deemed to have accepted the Services in accordance with the provisions of Section 2.13 or the applicable Service Schedule; or (ii) the date Customer begins using the Services other than for testing purposes, whichever date is earlier.

Service Schedules means the forms so entitled setting forth details of specific Services ordered by Customer pursuant to a COF. References in any Service Schedule to the General Terms and Conditions for Delivery of Service, Agreement, Master Services Agreement or MSA shall be deemed a reference to this Agreement.

Services means all services set forth in one or more COF(s).

Service Fees means the charges payable by Customer for the Services (including but not limited to monthly recurring charges and non-recurring charges) as identified in the COF (s) and Service Schedules.

Supplier means the Tata Communications entity named above or in a COF, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, Supplier means Supplier, its Affiliates and its and their employees, directors, officers, agents and representatives.

Supplier Network means the telecommunications network which is owned and/or leased and operated and maintained by Supplier or its Affiliates.

Supplier Provided CPE shall have the meaning ascribed to it in Section 2.9(b).

4.3.4.B. Supplier Technology means Supplier's proprietary technology, including without limitation, Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, business methods, and any related intellectual property rights throughout the world (whether owned by Supplier or licensed to Supplier from a third party).

Welcome Letter means a written notice from Supplier to Customer indicating that the COF has been accepted by the Supplier in accordance with Section 2.1(a).

2. Services

2.1 Customer Order Form Acceptance.

(a) **General.** Customer may submit one or more signed COF(s) requesting delivery of Services which Supplier may accept by either (i) sending a Welcome Letter acknowledging receipt and acceptance of the COF; (ii) countersigning the COF in accordance with the terms of this Agreement; or (iii) by provisioning the Services and sending an In-Service Notification to Customer, whichever is earlier. Both Customer and Supplier shall be contractually bound in respect of a particular COF at (but not before) the occurrence of either event specified above. For the avoidance of doubt, Customer shall not be obligated to submit, nor shall Supplier be obligated to accept, any COF.

(b) **Electronic Signature Acceptance.** The Parties expressly acknowledge and agree: (i) a human readable electronic version of this Agreement or a COF containing the Parties' Electronic Signatures, or containing a mix of physical signatures and Electronic Signatures of the Parties, shall constitute an original version of this Agreement or COF, as applicable; (ii) a Party's use of a key pad, mouse or other device to select an item, button, icon or similar act/action, to otherwise insert their Electronic Signature into this Agreement or COF constitutes that Party's signature as if it had manually signed the same; (iii) Tata Communications' or its designated third party ES platform shall be accepted as a valid authentication technology; (iv) no certification authority or other third party verification is necessary to validate each Party's Electronic Signature; and (v) the lack of such certification or verification will not in any way affect the validity of that Party's signature or the enforceability of this Agreement or COF, as applicable.

(c) **Affiliates.** Customer and Customer's Affiliates may purchase Services pursuant to this Agreement, provided that an authorized representative of such Customer Affiliate executes the applicable COF. The terms of this Agreement shall apply to any such COF as if the relevant Affiliate had executed this Agreement. Customer shall be the Customer of record for all Services provided hereunder and, together with any ordering Affiliate, shall be jointly and severally liable for all obligations set forth in this Agreement, notwithstanding that the COF may be signed by Customer's Affiliate or that the invoices for a Service may be sent to Customer's Affiliate at the address designated in the applicable COF. If an Affiliate of Customer enters into a COF pursuant to this Agreement, then references to Customer herein shall be deemed references to the ordering Customer Affiliate and Customer.

2.2 Credit Approval and Deposits. Supplier reserves the right to conduct a credit check of Customer at any time. Customer hereby authorizes Supplier to obtain, and upon request shall assist Supplier in obtaining, information about Customer's financial condition from third parties, including without limitation banks, credit reporting agencies and other businesses that provide like information. Upon Supplier's request, Customer will make a deposit or provide other security for the payment of Service Fees or any other charges, as specified by Supplier, (i) as a condition to Supplier's acceptance of any COF, or (ii) in the event Customer fails to comply with the payment terms set forth in Section 2.4 twice in any twelve (12) month period, as a condition to Supplier's continuation of delivery of any Services. The deposit or other security will be held by Supplier as security for payment of the Service Fees. When the provision of Services to Customer is properly terminated in accordance with this Agreement, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded within thirty (30) days of such termination. Customer acknowledges and agrees that any failure by it to comply with any request made by Supplier under this Section 2.2 shall constitute a material breach of this Agreement.

2.3 Term/Service Fees. Unless earlier terminated in accordance with the terms of this Agreement, the Parties agree that:

(a) This Agreement shall become effective on the Effective Date and shall continue for three (3) years and will continue thereafter on an annual basis until terminated by either Party upon no less than ninety (90) days prior written notice (**Agreement Term**).

(b) The term for each Service shall commence on the Service Commencement Date and continue for the duration of the Minimum Service Period (**Initial Term**). At the end of the Initial Term, the Service Term shall automatically renew on a month-to-month basis until terminated by either Party in accordance with Section 6.1(a) (the Initial Term and any extension thereof is referred to as the **Service Term**).

(c) Except as otherwise set forth herein, Supplier shall deliver the Service for the entire duration of the Service Term, and Customer shall pay all Service Fees for delivery thereof through the end of the Service Term or for such longer time as Customer actually uses the Services. To the extent that the Service Term for any Service extends beyond the Agreement Term, then this Agreement shall remain in full force and effect for such Service until the expiration or termination of such Service Term.

2.4 Payment. Supplier will commence invoicing for Services on the Service Commencement Date regardless of whether Customer is otherwise prepared to accept delivery of the Services. Supplier invoices Service Fees monthly in advance, except for Service Fees which are dependent on use, which shall be invoiced in arrears. Billing for partial months will be prorated based on a calendar month. Customer shall pay all amounts due within thirty (30) days from the date of invoice to the bank account designated by Supplier from time to time. Unless otherwise specified in the COF, all amounts shall be invoiced and paid in U.S. Dollars. Any amount due but not received by Supplier will accrue interest at the Interest Rate from the Due Date to the date of actual payment. Supplier shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed to Customer or its Affiliates by Supplier or its Affiliates pursuant to this or any other agreement between the Parties. Notwithstanding anything to the contrary, the Supplier shall have the right to assign its receivables and/or the right to receive payments (including any applicable interest thereof) for invoices raised in relation to the Services under this Agreement and/or the COF, to a bank or any other accredited financial institution, provided that such assignment shall in no way delegate, limit or derogate the Supplier's obligations with respect to the Services under this Agreement and the COF.

2.5 Taxes and Regulatory Fees.

(a) All charges for Services are exclusive of applicable taxes. Except for taxes based on Supplier's net income, Customer will be responsible for payment of all applicable VAT, GST, consumption, sales, use, excise, access, bypass, franchise, regulatory or other like taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services (hereafter " **Taxes** "). Supplier may invoice Customer, and Customer shall reimburse Supplier, for any regulatory fees, assessments or contributions (collectively, **Regulatory Fees**) charged to Supplier by any Governmental Authority in connection with Service(s) provided hereunder. To the extent Customer is or believes it is exempt from payment of certain Taxes or Regulatory Fees, it shall provide to Supplier a copy of a valid exemption certificate. Supplier will give effect to all valid exemption certificates in the next full billing cycle following receipt of the certificate from Customer, but only to the extent Supplier is permitted to do so under applicable laws. Notwithstanding the foregoing, in the event that Customer's exemption certificate is or becomes invalid during an applicable Service Term, and Supplier is assessed or held responsible for additional Taxes, Regulatory Fees, penalties or late charges, Customer shall be responsible for all such amounts in accordance with this Section 2.5(a).

(b) If Customer is or was required by law to make any deduction or withholding from any payment due hereunder to Supplier, then, notwithstanding anything to the contrary contained herein, the gross amount payable by Customer to Supplier will be increased so that, after any such deduction or withholding for Taxes, the net amount received by Supplier will not be less than Supplier would have received had no such deduction or withholding been required. If any taxing or Governmental Authority asserts that Customer should have made a deduction or withholding for or on account of any Taxes with respect to all or a portion of any payments made hereunder, or that Supplier should have collected certain Taxes from Customer which Supplier did not collect, Customer hereby agrees to indemnify Supplier for such Taxes and hold Supplier harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted in connection therewith.

(c) The following additional provisions shall be applicable where Customer Order Form **4.3.4.B** is entered between:

4.3.4.B.

(1) India Specific Supplier and India Specific Customer; or (2) India Specific Supplier and Non-Indian Customer for supply of Services in India; in accordance with provisions of Section 2.1(a) of the Agreement.

(i) In case of any change in rate of Taxes or basis of levy of Taxes or any other change which results in a higher Tax rate being applicable to an invoice already issued for goods or Services provided by Supplier, such additional Tax shall be borne and payable by the Customer.

(ii) Customer shall not upload or make any amendment in relation to the Supplier's invoice on the Governmental Authority's goods and services tax network (GSTN) portal (or by any other name known in future) without informing the Supplier in advance. Further, where such changes are made by or on behalf of the Customer on the GSTN portal without prior notification to the Supplier, and where Supplier receives any notification from GSTN portal in regard to such changes, Supplier reserves the right to reject such changes or not act upon such changes on the GSTN portal.

(iii) Supplier will raise and issue a valid tax invoice, and receipt voucher along with other documents, strictly as per the details mentioned in the COF that has been signed by the Customer. Customer shall provide accurate details of the Customer Premises in the COF in accordance with the requirements of applicable goods and services taxation laws failing which Supplier shall proceed to issue the invoice on the basis of the Customer Premises address available to the Supplier.

(iv) In case of supply of Services, where the place of supply is dependent on the registered address provided by the Customer under the COF, such registered address would be treated as 'location of service recipient' on the records of the Supplier as required under applicable goods and services taxation laws.

(v) In case any taxation claim, penalty, credit loss or related claim is made against the Supplier on account of Customer's failure to provide the correct address and or details in the COF, the Customer shall indemnify the Supplier against any such claim, penalty, credit loss or interest etc., as the case may be. Additionally, if any cost is incurred by the Supplier (including but not limited to tax, interest, or penalty) due to non-compliance with applicable goods and services taxation laws by or on behalf of the Customer, then the Customer shall indemnify the Supplier for any such cost, tax, penalty, interest etc. payable or paid by the Supplier.

(vi) Where any discount on charges has been provided by the Supplier to the Customer, before the supply of goods or Services, such discount shall be mentioned in the COF and on the applicable invoice. The net amount of the invoice shall be treated as consideration for the supply of such goods and Services.

(vii) In case of any price adjustments scenarios which include price revision, bandwidth upgrade, re-rating of traffic, parallel upgrade, etc., the Supplier may make an adjustment in the invoices and make the same available to the Customer.

(viii) Allocation of consideration value in relation to fixed lease line Services:

(1) In case of India Based Services consideration towards Services will be allocated in proportion of the Services to be availed of by each point of termination/origination in India. Supplier will issue an invoice from each state in which each such point is located at a proportionate percentage or value of the total consideration ascribed to each such point. Such value or percentage will be identified in the relevant COF.

(2) In case of India Global Services where only one point is located within India, Supplier will issue an invoice for full consideration from the state in which such point is located within India. However, in case two or more points are located in India, Supplier will issue an invoice for proportionate percentage or value of total consideration from each of the states in which each such point is located within India. Such value or percentage will be identified in the relevant COF.

(3) In case of link based Services such as internet leased line services, where there is only one point of installation with respect to such link based products or services, Supplier will issue an invoice for full consideration from the state in which such point is located within India.

(4) In each of the above-mentioned cases under sub-section (1) to (3), where the Customer has not provided in the Customer Order Form the details of Customer's GST registration number and address of the state in which the place of supply is determined, credit of taxes paid may not be available to the Customer.

2.6 Disputed Invoices. In the event Customer disputes in good faith any portion of Supplier's invoice, Customer must pay the undisputed portion of the invoice and submit a written claim for the disputed amount, together with all information relevant to the dispute (including account numbers, circuit IDs and the reason for the dispute). All disputes must be submitted to Supplier within forty-five (45) days of receipt of the first invoice for the applicable charges. Customer acknowledges that it is reasonable for Supplier to require Customer to dispute charges within that time, and Customer therefore waives the right to dispute any charges not disputed within the time frame set forth above.

2.7 Fraudulent Use of Services. Customer is solely responsible for all Service Fees and/or any other charges incurred relating to the Services, whether incurred by itself, its End Users or third parties, even if such Service Fees and/or other charges were incurred through or as a result of fraudulent or unauthorized use of the Services.

2.8 Credit Limit. Customer shall be subject to the credit limit (the **Credit Limit**) as may be specified in the COF(s) and established by Supplier in its sole reasonable discretion. Supplier shall have the right at any time to increase or decrease the Credit Limit by giving at least ten (10) calendar days' prior written notice to Customer. If at any time Supplier determines that the sum (the "**Accrued Liability**") of (i) total invoiced amounts which remain unpaid, plus (ii) the unbilled but accrued usage of Customer, has exceeded the then current Credit Limit, Supplier shall have the right to demand by written notice that Customer make an immediate payment to Supplier by electronic transfer (or such other method as agreed by the parties) of such amount required: (i) to reduce its aggregate Accrued Liability to less than the Credit Limit, and (ii) to ensure that the Credit Limit shall not be exceeded prior to the next invoice due date. Upon such demand, the demanded amount shall become immediately due and payable and Customer shall pay such amount within twenty-four (24) hours of its receipt of such notice. If Customer fails to remit such payment when due, Supplier shall have the right without further notice to immediately suspend and/or terminate the Services and/or this Agreement.

2.9 Equipment.

(a) If requested by Customer, Supplier may, at its option, and in its discretion upon an additional charge to Customer, install certain communications equipment in connection with the Service which is provided by Customer or third parties with whom Customer has a contractual relationship (such equipment, **Customer Equipment**). Customer must ensure that any Customer Equipment is connected and used in accordance with any instructions, safety and security procedures applying to the use of that equipment. Customer must also ensure that any Customer Equipment is technically compatible with the Service and approved for that purpose under applicable law or regulation.

(b) Equipment may also be furnished by Supplier, its Affiliate(s) or licensor(s) or its designated third party vendor(s) (as applicable) for use at Customer's Premises as part of any Services (**Supplier-Provided CPE**). Any Supplier-Provided CPE shall be identified in the applicable COF, together with associated pricing and shipping information. Notwithstanding anything herein to the contrary, the rights and obligations of the parties in respect of the software associated with the Supplier-Provided CPE shall be governed by Section 4.3. The parties' other rights and obligations in respect of the Supplier-Provided CPE shall be governed by Section 4.1.

2.10 Customer Premises. Customer will allow Supplier access to and use of the Customer Premises to the extent required by Supplier for the installation, connection, inspection and scheduled or emergency maintenance or removal of the Facilities relating to the Services. Supplier shall have a right to inspect any Customer Premises to ensure that Customer and /or any End User is complying with all applicable laws, rules and regulations regarding the Services and use of the Facilities. Any such inspection or non-inspection however, shall not relieve Customer of any of its duties under this Agreement nor shall it cause Supplier to waive any of its rights hereunder or impose any duty, obligation or liability onto Supplier. Customer represents to Supplier that Customer has obtained or will obtain on a timely basis all permissions and consents from third parties necessary to allow Supplier access as

4.3.4.B

set forth herein. Customer will be responsible for providing and maintaining at its own expense power, heating, ventilation and air conditioning as necessary to maintain the proper environment for the Facilities on the Customer Premises. Customer will provide, and will ensure Supplier is provided, a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises. In the event that Customer fails to meet its obligations regarding the Customer Premises hereunder and, as a result, Supplier is unable to install or continue the delivery of Services, then notwithstanding the absence of Services, Customer will pay all Service Fees for such Services during such period of time. Customer will provide the correct Customer Premises contact details and address(es) for installation and provision of the Service in the applicable COF. Supplier will not be liable for any delays in the installation or provision of Service resulting from Customer's error, discrepancy, change or relocation relating to the Customer Premises. To the extent Customer changes the supplied Customer Premises contact details, addresses or specifications, Customer will communicate such changes in the format prescribed by Supplier with Supplier's prior written consent (not to be unreasonably withheld).

2.11 Services Provided by Supplier Affiliates. If a COF provides for the provision of Services in a jurisdiction other than a jurisdiction within which Supplier is authorized to provide services, such Services may be provided to Customer and/or to Customer's End User by an Affiliate of Supplier and the Supplier may coordinate or manage that Affiliate's Services in that jurisdiction. In certain jurisdictions where an Affiliate of the Supplier is providing the Services, then the relevant Supplier Affiliate has the right to require a letter of undertaking or similar document (**LOU**) from Customer and/or Customer's End User in a format prescribed by the Supplier Affiliate. Supplier and the Supplier Affiliate shall have no obligation to provide any Services until it receives the LOU. If a COF requires the delivery of Services in a jurisdiction where, in order for such COF to be enforceable, additional terms must be added, the Parties shall incorporate such additional terms in the COF (preserving to the fullest practicable extent this Agreement).

2.12 Services Provided by Third Parties. The Services may be provided in conjunction with other foreign-end administrations, underlying or interconnecting third party carriers, local loop providers or any other authorized providers (collectively or individually **Third Party Service Providers**). Supplier's obligations under this Agreement do not apply, unless otherwise expressly specified as part of a COF, to the lines, facilities, or services provided by any Third Party Service Provider.

2.13 Acceptance of Services. Unless otherwise stated in the applicable Service Schedule or COF, the Services shall be accepted or deemed accepted in accordance with the following procedure: (i) upon Customer's receipt of an In-Service Notification for a Service, Customer will have two (2) business days to test the Service and notify Supplier in writing of its acceptance or rejection of the Service; (ii) Customer may reject a Service only on the basis that the agreed technical specifications, as set forth in the COF and/or the applicable Service Schedule, have not been met; and (iii) if Customer notifies Supplier of its rejection, Supplier shall remedy the deficiency and a new In-Service Notification will be delivered to Customer and the procedures set forth in this Section 2.13 will be repeated. Customer's failure to notify Supplier of its acceptance or rejection of the Services within the foregoing time period will be deemed to constitute Customer's acceptance of such Services.

3. Obligations of the Parties

3.1 Representations and Warranties of Customer. Customer represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during each Service Term, to install and use the Services as contemplated hereunder; (ii) the performance of Customer's obligations under this Agreement and use of Services will not violate any applicable law, rule or regulation or any applicable manufacturers' specifications or unreasonably interfere with Supplier's or its other customers' use of the Services or network; (iii) Customer is authorized and has completed all required corporate actions necessary to execute this Agreement and all COF(s); and (iv) Customer shall not carry out any act or omission that results in Supplier breaching any law, rule or regulation.

3.2 Representations and Warranties of Supplier. Supplier represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during each Service Term, to provide the Services ordered by Customer hereunder; (ii) the performance of Supplier's obligations under this Agreement will not violate any applicable law, rule or regulation; and (iii) Supplier is authorized and has completed all required corporate actions necessary to execute the applicable COF(s).

3.3 Disclaimer of Warranties. **EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.**

3.4 Misuse of the Services. Customer shall not use the Services nor allow the Services to be used to transmit, distribute or store contents or messages (including e-mail messages) which are illegal, potentially harmful (including but not limited to viruses, worms, password-cracking programs or Trojan horses); or fraudulent or misleading (including but not limited to false, deceptive, or misleading statements, claims, or representations), as determined by Supplier in Supplier's sole reasonable discretion, or to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (SPAM). Supplier may, at Supplier's option, suspend or terminate the Services in the event that Customer or End Users do not comply with this Section 3.4. Customer acknowledges and agrees that Supplier does not monitor and will have no liability or responsibility for the content of any communications transmitted via the Services.

3.5 Acceptable Use Policy. Customer's use of the Services shall at all times comply with Supplier's then-current Acceptable Use Policy ("**AUP** ") and then-current Privacy Policy ("**Privacy Policy** "), as amended by Supplier and communicated in writing to Customer from time to time and which are available on Supplier's web site (www.tatacommunications.com (<http://www.tatacommunications.com>)). Customer hereby expressly acknowledges that it has reviewed, understands and accepts Supplier's AUP and Privacy Policy and the rights of Supplier as set out therein.

3.6 Customer Network Security. Customer is responsible for maintaining the security of its internal network from unauthorized access through the Internet. Supplier shall not be liable for unauthorized access to Customer's network or other breaches of Customer's network security.

3.7 Third Party Products. In the event that Supplier provides to Customer third-party hardware or software products on a pass through basis (including, without limitation, provided pursuant to Section 4) and to the extent that such hardware or software is not provided as part of a Supplier Service as defined in this Agreement, the following shall apply: Supplier makes no representations or warranties as to any third-party hardware or software provided to Customer, all of which is transferred to Customer on an AS IS basis and subject to any third party terms and conditions. Customer shall look solely to the warranties and remedies provided by the equipment manufacturer and third-party licensor, if any.

3.8 Resale and Use of Services.

(a) Resale of Services. Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services or to resell the Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities and has obtained Supplier's written consent, which may be withheld in Supplier's sole discretion. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of Services. Customer shall be solely responsible and liable for any misuse of Services by Customer's customers or any third parties in respect of Customer's resale of Services and shall indemnify and hold harmless Supplier against any and all claims or proceedings arising from or related to such resale of Services by the Customer. In case of resale of Services Customer shall not (i) refer to Supplier in any marketing or service literature except with Supplier's prior written consent; or (ii) act or purport to act on behalf of Supplier.

(b) Customer's Obligation. In the event Customer resells the Services to a third party, it shall do so only under the conditions that (i) any and all of such third party's acts and omissions (including any failure by the third party to comply with any applicable law rule or regulation in the jurisdiction in which it uses or resells the Services) shall be attributable to Customer for the purposes of this Agreement; (ii) any resale or sublicense by Customer of the Services shall not relieve Customer of its obligations under any applicable Order Form or this Agreement; and (iii) such third party waives any liability by Supplier in connection therewith.

4.3.4.B4. Ownership

4.1 Equipment.

(a) Outright Sale of Hardware. If Customer purchases the Supplier-Provided CPE from Supplier pursuant to the COF, then title and risk for that Supplier-Provided CPE shall transfer to Customer at FOB Point of Origination. Customer shall be required to obtain all necessary import/export licenses to enable the hardware to clear customs and enter the country where the hardware will be maintained. Customer shall be responsible to pay any and all duties, charges, and applicable import taxes, including VAT and/or withholding taxes associated with the relevant Supplier-Provided CPE (**Import Duties**).

(b) Hardware Provided as Part of the Services. If Supplier provides Supplier-Provided CPE to Customer as part of the Services, title and ownership will remain with Supplier, its Affiliate(s) or its designated third party vendor(s) (as applicable). As the owner of record, Supplier, its Affiliate(s) or its designated third party vendor(s) (as applicable) shall (i) be the licensor of record; (ii) obtain all necessary import/export licenses related to the hardware; and (ii) be responsible for any Import Duties.

(c) In respect of Section 4.1 (b) above, risk of loss in the Supplier-Provided CPE shall transfer to Customer upon delivery to the relevant Customer Premises and Customer shall be required to pay Supplier for the cost of repairing or replacing damaged hardware (ordinary wear and tear excepted). Customer must immediately inform Supplier if the hardware is damaged in any way on or after delivery. Customer shall procure and maintain all risk insurance against loss or damage to the hardware for not less than the full replacement value of the hardware. Upon termination of the relevant COF, Customer shall (i) return the hardware to Supplier or its Affiliate or third party vendor(s), as determined in Supplier's sole discretion (at Customer's cost).

4.2 Intellectual Property. Customer is and shall remain exclusively entitled to all right and interest in and to all Customer Technology, and Supplier is and shall remain exclusively entitled to all right and interest in and to all Supplier Technology. Customer shall not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from Supplier Technology.

4.3 License. Ownership of any and all intellectual property rights in any Supplier-Provided CPE, software, operating manuals and associated documentation, made available as part of any Service or otherwise generated by or for Supplier in connection with this Agreement, shall remain the property of Supplier or its licensors. Supplier will grant the Customer a personal, non-transferable and non-exclusive license to use and to permit its End-Users to use, in object code form, all software and associated written and electronic documentation and data furnished by Supplier pursuant to this Agreement (**Software**), solely as necessary for receipt of the Service and solely in accordance with this Agreement and the applicable written and electronic documentation. The term of any license granted by Supplier pursuant to this Section 4.3 is co-terminus with the term for the Service with which the Software is associated. If the Customer purchases the Supplier-Provided CPE, once title and risk-of-loss pass to Customer, Customer will be granted a perpetual, royalty free license to use the Software in connection with the Supplier-Provided CPE for so long as Customer continues to own or otherwise use the Supplier-Provided CPE in accordance with the terms hereof.

4.4 Obligation on Termination. Customer must not, without Supplier's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to Supplier following termination of a Service or this Agreement whichever takes place earliest unless required under applicable law and/or regulation and unless the material is required for the provision of a Service which is still being provided to the Customer at the time of termination of the Master Services Agreement. The Software is and will remain the sole and exclusive property of Supplier, its Affiliates or its supplier(s).

4.5 Facilities. Except as otherwise agreed in a COF, title to all Facilities shall remain with Supplier. Supplier will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, change, rearrange, disconnect, remove, repair, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of Supplier. Customer shall ensure that the Facilities shall not be used for any purpose other than that for which Supplier provides them. Customer shall not take any action that causes or permits the imposition or maintenance of any lien or encumbrance on the Facilities. In no event will Supplier be liable to Customer or any other person for interruption of service or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer.

4.6 Intellectual Property Infringement Claims. In the event of a third party claim of intellectual property infringement, Supplier may, at its sole option, (i) obtain for Customer the right to continue using the Services, (ii) modify the Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, or (iv) if the alternatives in Section 4.6(i)-(iii) are not available, Supplier may so notify Customer and terminate such infringing Services without penalty to either Party. Notwithstanding anything in this Agreement to the contrary, this Section 4.6 is Customer's sole and exclusive remedy for any intellectual property infringement claims.

5. Indemnification and Limitation of Liability

5.1 Indemnification. Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. Customer shall also indemnify, defend and hold Supplier harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its End Users' use of the Services; and/or (ii) claims arising from Customer's breach of Section 3.1 or Section 3.5.

5.2 The indemnified Party under Section 5.1: (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other Party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other Party shall have control of the defense and settlement; and (iii) shall reasonably cooperate with the defense.

5.3 Damages. Notwithstanding any other provision hereof, neither party shall be liable for (A) any indirect, incidental, special, consequential, exemplary or punitive damages; OR (B) ANY damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business OR COST OF PURCHASING REPLACEMENT SERVICES; ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS Agreement, whether or not caused by the acts or omissions or negligence (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) of its employees or agents, and regardless of whether such party has been informed of the possibility OR likelihood of such damages. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING OR SECTION 5.4, SUPPLIER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE most recent TWELVE (12) MONTHS OF CHARGES COLLECTED BY SUPPLIER PURSUANT TO the APPLICABLE COF GIVING RISE TO THE LIABILITY.

5.4 Limitation For Services-Related Matters. SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION RELATING TO THE FURNISHING OF OR THE FAILURE TO FURNISH SERVICES (INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE TO TRANSMIT OR ESTABLISH CONNECTIONS, FAILURE TO SATISFY SERVICE LEVELS OR SPECIFICATIONS, DELAYS, ERRORS OR OTHER DEFECTS) IS LIMITED TO ANY APPLICABLE CREDIT ALLOWANCES DUE AND/OR CUSTOMER'S RIGHT TO TERMINATE A PARTICULAR SERVICE UNDER THE APPLICABLE SERVICE LEVEL GUARANTEE AS SET FORTH IN THE RELEVANT SERVICE SCHEDULE(S).

5.5 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY ARE REASONABLE AND ARE A MATERIAL INDUCEMENT FOR SUPPLIER ENTERING INTO AND PROVIDING SERVICES PURSUANT TO THIS Agreement. NOTWITHSTANDING THE ABOVE, Nothing in this Agreement shall be construed as limiting the liability of either Party for (A) personal injury or death resulting from the negligence of a Party or its employees, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) WILFUL MISCONDUCT.

4.3.4.24

4.3.4.B6. Termination

6.1 Termination.

(a) Except if otherwise specified in a Service Schedule or COF, either Party may terminate an individual Service at the end of its Initial Term or Service Term (whichever is applicable), by providing no less than ninety (90) days advance written notice to the other Party subject to Customer's payment to Supplier of any outstanding Service Fees, including connection and/or disconnection charges, for the Service(s) so terminated.

(b) Either Party (the **Non-Defaulting Party**) may terminate a Service upon written notice of termination to the other Party (**Defaulting Party**) if (i) the Defaulting Party breaches a material provision of this Agreement or the applicable COF and the Defaulting Party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the Non-Defaulting Party; or (ii) any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of the Defaulting Party.

(c) Termination of one Service will not affect the Parties rights and obligations with regard to other Services ordered under this Agreement.

6.2 Additional Termination or Suspension by Supplier. Supplier shall have the right to immediately terminate or suspend this Agreement or any COF(s) (as applicable), and discontinue or suspend the delivery of the affected Services (without liability) in the event that:

(a) Customer fails to make a payment when due and Customer fails to cure such breach within fifteen (15) days after receipt of written notice from Supplier; or

(b) Customer or any End User has violated any law, rule, regulation or policy of any Governmental Authority related to the Services or Customer's or an End User's use thereof; or

(c) Customer or any End User has engaged in conduct that has caused or may cause (in Supplier's sole reasonable judgment) damage to the Facilities, Supplier network or third parties; or

(d) Supplier receives any direction, notification or instruction from any Governmental Authority to suspend or terminate the provision of Services to Customer.

Upon any suspension pursuant to (a), (b), (c) or (d) above, Supplier shall provide written notice (where practicable) thereof to Customer.

6.3 Supplier's Remedies. The rates and charges set forth in each COF are established in reliance on the Service Term commitment made therein. If Customer cancels any of the Services or COF during a Service Term commitment for any reason other than as provided in Section 6.1 above or in a particular Service Schedule, or in the event Supplier terminates a COF because of any reasons set forth in Section 6.1(b) or 6.2, then Customer agrees to pay to Supplier, within ten (10) days of such termination: (i) an amount equal to the total of any and all waived installation charges as reflected on the terminated COF(s), (ii) an amount equal to one hundred percent (100%) of the Service Fees payable for the unexpired remainder of the first twelve (12) months of the Service Term plus, if applicable, fifty percent (50%) of the Service Fees payable for the unexpired remainder of months thirteen (13) through the end of the Service Term(s) of the terminated COF(s), plus (iii) any documented third party charges or expenses not covered by (i) and (ii) above incurred by Supplier in respect of the terminated COF (including any Local Loop charges). Customer acknowledges that the foregoing is a genuine and reasonable estimate of Supplier's loss arising from such termination and constitutes liquidated damages and not a penalty. In addition, Customer shall be obligated to pay Supplier for any Services delivered to Customer up to the date of termination plus amounts set forth in this Section 6.3. The obligations of the Customer pertaining to any accrued but unpaid amounts arising out of this Agreement in relation to any one or all of the Services, including pursuant to Section 2.4 (Payment), 2.6 (Disputed Invoice) and this Section 6 (Termination), shall survive the termination of this Agreement.

7. Miscellaneous Provisions

7.1 Trademarks. Neither Party shall have the right to use the other Party's or its Affiliates' trademarks, logos, trade dress, service marks, trade names or service names in any manner, or to refer to the other Party by name or identifiable description in any marketing, promotional or advertising materials or activities, without the written consent of the other Party. Notwithstanding the foregoing, Supplier may provide to any of its other customers or potential customers who are bound by a nondisclosure agreement access to a list of Supplier's customers and a generic description of the services purchased by such customers, which list may use Customer's trade name (but not trademark) and the Services purchased by Customer (provided that financial terms relating to the purchase shall not be disclosed).

7.2 Publicity. Neither Party shall issue any public statement or any press release relating to the relationship between Supplier and Customer except as required by law or agreed in writing between the Parties.

7.3 Confidentiality.

(a) The following shall be deemed **Confidential Information** for purposes of this Section 7.3: (i) the provisions of this Agreement; and (ii) all information provided to a Party (the **Receiving Party**) by the other Party (the **Disclosing Party**) under, or in the course of performing under, this Agreement where such information is marked or reasonably identified or identifiable as confidential or proprietary, including without limitation technical, operational, marketing, billing, pricing and commercial information in relation to the supply of Services.

(b) Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is independently developed by the Receiving Party; or (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Section 7.3 (provided that the burden of establishing the availability of the foregoing exceptions shall be on the Receiving Party).

(c) Confidential Information shall remain the property of the Disclosing Party. Each Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party (and each Party shall maintain the confidentiality of this Agreement) using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary and confidential information but in any event always at least a reasonable degree of care. A Receiving Party must not disclose the Disclosing Party's Confidential Information to any person except: (i) to its employees (which for Supplier includes its Affiliates' and its Third Party Service Providers' employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (ii) to legal and financial advisers; (iii) with the other party's prior written consent; or (iv) if required by law, any stock exchange, or any Governmental Authority.

7.4 Application of Tariffs. In the event Supplier is required to file tariffs with a Governmental Authority, the terms set forth in the applicable tariff shall govern Supplier's delivery of, and Customer's consumption or use of, such Services to the extent required by law, rule or regulation. In the event that any change to the terms and conditions and/or the Service Fees results from such application of tariffs to the Services and such change has a materially adverse effect on Customer, then Customer shall have a right to terminate the affected Services upon thirty (30) days written notice (such notice to be given within thirty (30) days after notice of such tariff or effect is provided to Customer by Supplier or is posted on Supplier's website), unless within such period, Supplier files tariff changes or takes other steps that prevent such material adverse effect.

7.5 Personal Information.

(a) Customer confirms it has read and understood Supplier's privacy policy, a copy of which is available on <http://www.tatacommunications.com/policies/privacy-policy> (<http://www.tatacommunications.com/policies/privacy-policy>), as updated from time to time.

(b) Customer hereby consents to Supplier collecting and processing Personal Information relating to Customer during the tenure of this Agreement for:

- 4.3.4.B.**
- the provision of Supplier's Services that Customer has subscribed to, and for legal, administrative and management purposes, such as customer service, technical support, billing and reconciliation, operational maintenance, fraud detection and prevention, as required by law and to communicate with Customer; and
 - sending information to Customer via email, phone or postal mail about Supplier's products, services and events that may be of interest to Customer.

(c) Supplier may make such information available to its Affiliates, employees, agents, contractors and others who provide products or services to Supplier (such as advisers), and to regulatory authorities and potential purchasers of Supplier.

(d) Customer acknowledges and understands that in order for Supplier to provide the Services, Personal Information may be transferred to countries outside the contracting jurisdiction, including the United States of America and/or India. Customer warrants to Supplier that Customer will obtain the necessary consents for such transfer of Personal Information.

(e) Each Party represents and warrants to the other Party that it complies with its obligations under relevant Privacy Laws. Customer further represents and warrants to Supplier that it shall provide proper notices to, and obtain necessary consents from, its end-users and/or employees about how their Personal Information may be used, stored, and disclosed to service providers engaged by Customer.

7.6 Internet Access and Content. Supplier provides only access to the Internet. Supplier does not operate or control the information, services, opinions or other content of the Internet (collectively, **Internet Content**), and Supplier makes no warranties or representations regarding Internet Content. Customer agrees that it shall make no claim whatsoever against Supplier relating to Internet Content or respecting any information, product, service or software ordered through the Internet. Supplier reserves the right to take such measures as may be reasonably necessary, in Supplier's sole discretion, to ensure security and continuity of service on the Supplier Network, including but not limited to identification and blocking or filtering of Internet traffic sources which Supplier deems to pose a security or operational risk or a risk of violation of its AUP and/or Section 3.5. Customer acknowledges and agrees that Supplier does not own or control third party networks, and Supplier is not responsible or liable for any filtering or access restrictions imposed by such third party networks or for the performance (or non-performance) of such third party networks or within interconnection points between the Supplier Network and such third party networks.

7.7 Force Majeure. Except for Customer's payment obligations accruing under this Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. If during the Service Term Supplier is unable to provide Services for a period in excess of sixty (60) consecutive days for any reason set forth in this Section 7.7, then either Party may terminate the affected Service(s) upon written notice to the other Party, and both Parties shall be released from any further future liability in relation to such Service(s).

7.8 Governing Law: Dispute Resolution. This Agreement shall be governed by the laws of the jurisdiction as set out in the COF without reference to its conflict of law provisions and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the jurisdiction set out in the COF and any court of appeal therefrom. If the COF does not state a governing law or jurisdiction, then the laws of the state and/or country (as applicable) where the Supplier contracting entity which signs the COF is registered or incorporated will apply and the Parties irrevocably submit to the exclusive jurisdiction of the courts of such jurisdiction and any court of appeal therefrom. In the event Customer fails to pay any invoiced amount which it has not disputed in accordance with Section 2.6, then Supplier may seek to recover the sum due in any court of competent jurisdiction without reference to its conflicts of law and Customer hereby submits to the jurisdiction of any such court.

7.9 Severability Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) shall be stricken and the remainder of this Agreement shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

7.10 Assignment. Save and except to the extent permitted under Section 2.4 (Payment) of this Agreement and this Section 7.10 (Assignment), neither Party may assign this Agreement and/or a COF without first obtaining the other Party's written consent; except, however, that either Party may assign this Agreement and/or a COF to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any such assignment by Customer shall be conditioned on a determination by Supplier that the assignee is at least as creditworthy as Customer. Any purported assignment in contravention of this clause shall be invalid and the assigning Party shall remain bound. This Agreement and/or the COF(s) will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

7.11 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery and followed up by registered post) or facsimile (with confirmation of delivery), at the addresses set forth on the Cover Page and/or the applicable COF(s) or at such other address as may hereafter be furnished by either Party to the other by notice in accordance herewith. Such notice or communication will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.

7.12 Relationship of Parties. Supplier and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

7.13 Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, rule or order that materially increases Supplier's costs or adversely affects Supplier's delivery of the Services, Supplier and Customer agree to negotiate regarding the rates to be charged to Customer to reflect such increase in cost or the revisions to this Agreement necessary to equitably adjust for such adverse effect. In the event that the Parties are unable to reach agreement within thirty (30) days after Supplier's delivery of written notice requesting negotiation, then (i) Supplier may pass such increased costs through to Customer upon thirty (30) days' notice and/or revise this Agreement as appropriate to equitably adjust for such adverse effect, and (ii) Customer may terminate the affected COF without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase or after a materially adverse change to the Agreement pursuant to clause (i).

7.14 Insurance. Each Party shall keep in full force and effect during each Service Term insurance cover which is no less than that required by applicable law and is customary in accordance with best industry standards. If requested in writing by the other Party, a Party will provide certificates of insurance evidencing its insurance coverage.

7.15 Third Party Beneficiaries. Supplier and Customer agree that there shall be no third party beneficiaries to this Agreement, including, but not limited to, any sub-licensee or End User of Customer or the insurance providers for either Party. To the extent it is allowed by law, any legislation in any relevant jurisdiction giving rights to third parties is hereby excluded.

7.16 Export Control. The Parties acknowledge that products, software, and technical information (including but not limited to the Services, technical assistance and training) provided under this Agreement may be subject to export control and sanctions laws and regulations of the U.S. and other countries, and any use or transfer of the products, software, or technical information must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export control and sanctions regulations. If requested by either Party, the other Party agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

4.3.4.18 Anti-Bribery. Customer represents that it has complied and shall comply with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar laws of any other Governmental Authority, and has not taken and shall not take any action in furtherance of an unlawful offer, promise, or payment to or for the benefit of any person, including but not limited to (i) any government official or employee (including, without limitation, any official or employee of a government agency, regulatory authority or entity owned or controlled by the government), any candidate for public office or official of a political party, or any official or employee of a public international organization (any of the foregoing, a **Government Official**); (ii) any member of a Government Official's family; or (iii) any political party. In the event that Customer was required to undergo the Supplier's anti-bribery due diligence process prior to execution of an COF and/or this Agreement, Customer further represents and warrants that any certification provided by Customer as part of the Supplier's due diligence process is true and accurate. Customer shall notify Supplier immediately in the event that any of the statements in such certification shall no longer be true and accurate.

7.18 **Entire Understanding.** This Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Customer and Supplier are hereby superseded insofar as they relate to the Services hereunder. This Agreement may be amended only in writing signed by a duly authorized representative of each of Supplier and Customer. In the event of any conflict between the documents comprising this Agreement, precedence shall be given to the documents in the following descending order: (i) the applicable COF; (ii) the applicable Service Schedule; (iii) the main body of this Agreement; and (iv) and any other document expressly referred to in this Agreement which governs the Services.

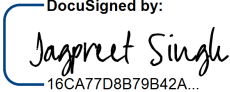
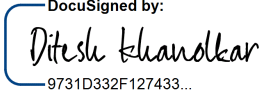
7.19 **Further Assurances.** Both Parties shall extend their cooperation to do and perform (or cause to be done and performed) all such acts and things, and execute and deliver all such other agreements, instruments and documents, as the other Party may reasonably request in order to accomplish the intent and purposes of this Agreement including the transactions contemplated hereby.

T&C - Service Schedule (<https://customer.tatacommunications.com/optimus/service-schedule?ssproduct=NDE>)

Signature Section

This Order Form is submitted in accordance with and governed by the Master Services agreement / General terms & Conditions and the Service Schedules accepted and agreed by the Customer on this portal (URL :- **customer.tatacommunications.com**).

Customer acknowledges and agrees that the foregoing Terms and Conditions are hereby incorporated into this Order Form and, upon Supplier s acceptance of this Order Form (in accordance with the Terms and Conditions), shall (together with this Order Form) constitute a valid and binding contract between Customer and Supplier

Customer		Supplier	
Customer :	TERI School of Advanced Studies	Supplier :	TATA Communications Limited
Customer Signature :	<div>DocuSigned by:  16CA77D8B79B42A...</div>	Supplier Signature :	<div>DocuSigned by:  9731D332F127433...</div>
Customer Name :	Jagpreet Singh	Supplier Name :	Ditesh Khanolkar
Customer Signed Date :	05-May-2021	Supplier Signed Date :	05-May-2021

4.3.4.B.

TATA COMMUNICATIONS



CUSTOMER ORDER FORM

COF ref. no.: IAS2004213NH4KEU
Parent Reference ID: 2128864

04-May-2021

Contracting Information					
Customer Contracting Information					
Customer Contracting Entity:	TERI School of Advanced Studies				
Address:	Plot No. 10, Institutional Area,Vasant Kunj				
State:	Delhi				
City:	New Delhi	Country:	India	Pin/Zip:	110070
Contact person:	Jagpreet Singh				
Contact No.:	+91-9811140981	Email ID:	itadmin@terisas.ac.in		
GST Number	07AAATT4778L1ZU				

Supplier Contracting Information			
Supplier Contracting Entity:	TATA Communications Limited		
Supplier Notice Address:	Vsb Mahatma Gandhi Road Fort, Mumbai, MAHARASHTRA, 400001, India		
Account Manager	Pramod Shukla		
Contact No.:	+91 9821411665	Email ID:	pramod.shukla@tatacommunications.com
GST Number	27AAACV2808C1ZP		

Billing Payments			
Billing Method	Advance	Billing Frequency	Quarterly
Payment Term(from date of invoice)	30 Days	Billing Currency	INR
Payment Currency	INR	Invoice Method	Paper/Electronic
Credit Limit	91,666.67	Deposit Amount/ FBPA (If Any)	0
Send Invoice To :-			
Name:-	Jagpreet Singh		
Contact No.:	+91-9811140981	Email ID:	itadmin@terisas.ac.in
Address:-	Vasant Kunj Institutional Area New Delhi Delhi India 110070		

Order Details		
Order No	IAS2004213NH4KEU	
Order Type	CHANGE ORDER - Change Bandwidth	
Contract Term	12 months	
Product Name	IAS	
Service ID	091NEWD030008672013	

4.3.4.B.

Commercials						
Scope and commercials for product:				IAS -Single Internet Access		
S.No.	Service Type	Speed	Chargeable Item	HSN Code	Price	
					ARC	NRC
1	Fixed					
			Primary			
		120 Mbps	Fixed Port Charges	998414	5,50,000.00	0.00
			Sub Total		5,50,000.00	0.00
Total			INR		5,50,000.00	0.00

Charges						
Total Charges	Recurring charges (tax excluded)		One time charges (tax excluded)		Total contract value (tax excluded)	
	INR	5,50,000.00	INR	0.00	INR	5,50,000.00

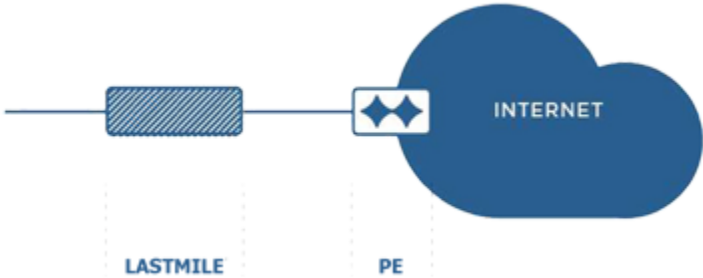
Demarcation Details	
Building Name	
Floor	
Room	
Rack	

4.3.4.B
Solution - Internet Access

Solution Details

Last Mile: Yes Resiliency: No

Solution Diagram



Site Details

1	Institutional Area, Plot No. 10 Teri University Vasant Kunj Delhi DELHI India 110070	Internet Access	120 Mbps
---	--	-----------------	----------

PRIMARY
SERVICE DESCRIPTION

Feasibility

Access Type: OnnetWL
Access Provider: TATA COMMUNICATIONS
Feasibility Created Date : 2021-04-20
Validity of feasibility: 30 days

Location



BASIC ATTRIBUTES

IP Address Provided By: TCL	Port Bandwidth: 120 Mbps	Service Variant: Standard
Local Loop Bandwidth: 120 Mbps	CPE Management Type: Unmanaged	Interface Type: Gigabit Ethernet (Electrical)
DNS: No	CPE: Customer provided	Access Required: Yes

ADVANCED ATTRIBUTES

Additional IPs: No	IP Address Management: IPv4	IPv4 Address Pool Size: 29
Service type: Fixed		

4.3.4.B.

Terms & Conditions

Terms & Conditions

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter, the "Agreement") are applicable to the COF entered into between Customer and Supplier. Supplier and Customer are sometimes hereinafter referred to individually as a "Party" and collectively, as the "Parties".

1. Definitions

Capitalized terms used in this Agreement but otherwise not defined shall have the following meaning:

Agreement Term shall have the meaning ascribed to it in Section 2.3.

Affiliate means an entity that directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of the foregoing, **control** shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in the said entity.

Cover Page means the first page of this document, titled Master Services Agreement Cover Page.

Customer means the entity defined above or as set forth in a particular COF, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, Customer means Customer, its Affiliates and its and their employees, directors, officers, agents and representatives.

Customer Order Form(s) or **COF(s)** means a request for Service submitted by Customer in the form designated by Supplier (including any attachments) and accepted by Supplier in accordance with this Agreement setting out matters relating to Supplier's delivery of Services to Customer (in all events to the exclusion of any Customer proposed terms and conditions of purchase, purchase order(s) or other Customer proposed terms of business).

Customer Premises means the location or locations occupied by Customer or Customer s End Users (as applicable) to which Service is delivered.

Customer Technology means Customer's proprietary technology, including without limitation, Customer's software (in source and object forms), user interface designs, architecture and documentation (both printed and electronic), know-how, and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party).

Electronic Signature or **ES** means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with a human readable electronic version of this Agreement, or applicable COF, using Tata Communications or its designated third party ES platform.

End User means any person or entity deriving or making use of the Services through Customer including but not limited to, Customer, an Affiliate of Customer or a customer of Customer.

Facilities means any and all property supplied by Supplier that are used to deliver the Services, including but not limited to all terminal and other equipment, wires, fiber optic cables, lines, circuits, radio links, ports, routers, switches, cabinets, racks, private rooms and the like, including Supplier-Provided CPE installed on or at Customer Premises but owned by Supplier pursuant to Section 2.9 and Section 4. Facilities shall not include any such devices sold to Customer by Supplier or owned, leased or otherwise obtained from a third party by Customer.

Force Majeure Event is any cause beyond a Party's reasonable control, including, without limitation, any act of war, act of God or nature, earthquake, hurricanes, tornados, flood, fire or other similar casualty, embargo, riot, terrorism, sabotage, strike or labor difficulty, governmental act, law or regulation, insurrections, terrorism, epidemic, quarantine, inability to procure materials or transportation facilities, failure of power, court order, condemnation, failure of the Internet, failure of a supplier or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

Governmental Authority means any governmental or quasi-governmental body, whether foreign or domestic, including any department, agency, commission, bureau or other administrative or regulatory bodies, courts, public utilities and communications authorities (e.g., the U.S. Federal Communications Commission, USAC or Telecom Regulation Authority of India).

India Based Services mean those Services which are telecommunications services which originate from and terminate into India at two or more points in India. Such Services may include without limitation national private leased circuit services, national dedicated ethernet services and domestic virtual private network services.

India Global Services mean those Services which are international telecommunications services where an Indian domestic portion of such services terminates into one or more points in India. Such Services may include without limitation global dedicated ethernet services, global virtual private network services.

India Specific Customer means the Customer entity that is incorporated in or formed under or established under the laws of India.

India Specific Supplier means the Supplier entity that is incorporated in or formed under or established under the laws of India.

In-Service Notification means a written notice from Supplier to Customer that the Services ordered pursuant to a COF have been installed by Supplier and have been tested and are functioning properly in accordance with the applicable Service Schedule(s).

Interest Rate means one and one-half percent (1.5%) per month or if such amount is not permitted by law then the highest rate permitted by law.

Local Loop means the connection between the Customer Premises and a Point of Presence.

Minimum Service Period or **Service Term** means the minimum duration for each Service or each component of the Service, as defined in the relevant Service Schedule or COF and calculated from the Service Commencement Date, continuing thereafter in accordance with Section 2.3(b) of this Agreement.

Non-Indian Customer means the Customer entity that is incorporated in or formed under or established under the laws of a country or state other than India.

4.3.4.B Personal Information means any information that may identify an individual, including without limitation names, addresses, telephone numbers, electronic addresses, passwords, credit card numbers or other account data, customer proprietary network information, or any information regarding an individual that is protected under any Privacy Laws applicable to the Services.

Point of Presence means a data center or similar space owned or leased by Supplier or any of its Affiliates for the purpose of, among other things, locating and collocating communications equipment and to which the Supplier Network is directly connected.

Privacy Laws means any applicable law, regulation or binding policy of any Governmental Authority that relates to the security and protection of personally identifiable information, data privacy, trans-border data flow or data protection.

Service Commencement Date means (i) the date Customer has accepted or is deemed to have accepted the Services in accordance with the provisions of Section 2.13 or the applicable Service Schedule; or (ii) the date Customer begins using the Services other than for testing purposes, whichever date is earlier.

Service Schedules means the forms so entitled setting forth details of specific Services ordered by Customer pursuant to a COF. References in any Service Schedule to the General Terms and Conditions for Delivery of Service , Agreement , Master Services Agreement or MSA shall be deemed a reference to this Agreement.

Services means all services set forth in one or more COF(s).

Service Fees means the charges payable by Customer for the Services (including but not limited to monthly recurring charges and non-recurring charges) as identified in the COF (s) and Service Schedules.

Supplier means the Tata Communications entity named above or in a COF, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, Supplier means Supplier, its Affiliates and its and their employees, directors, officers, agents and representatives.

Supplier Network means the telecommunications network which is owned and/or leased and operated and maintained by Supplier or its Affiliates.

Supplier Provided CPE shall have the meaning ascribed to it in Section 2.9(b).

Supplier Technology means Supplier's proprietary technology, including without limitation, Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, business methods, and any related intellectual property rights throughout the world (whether owned by Supplier or licensed to Supplier from a third party).

Welcome Letter means a written notice from Supplier to Customer indicating that the COF has been accepted by the Supplier in accordance with Section 2.1(a).

2. Services

2.1 Customer Order Form Acceptance.

(a) **General.** Customer may submit one or more signed COF(s) requesting delivery of Services which Supplier may accept by either (i) sending a Welcome Letter acknowledging receipt and acceptance of the COF; (ii) countersigning the COF in accordance with the terms of this Agreement; or (iii) by provisioning the Services and sending an In-Service Notification to Customer, whichever is earlier. Both Customer and Supplier shall be contractually bound in respect of a particular COF at (but not before) the occurrence of either event specified above. For the avoidance of doubt, Customer shall not be obligated to submit, nor shall Supplier be obligated to accept, any COF.

(b) **Electronic Signature Acceptance.** The Parties expressly acknowledge and agree: (i) a human readable electronic version of this Agreement or a COF containing the Parties Electronic Signatures, or containing a mix of physical signatures and Electronic Signatures of the Parties, shall constitute an original version of this Agreement or COF, as applicable; (ii) a Party s use of a key pad, mouse or other device to select an item, button, icon or similar act/action, to otherwise insert their Electronic Signature into this Agreement or COF constitutes that Party s signature as if it had manually signed the same; (iii) Tata Communications or its designated third party ES platform shall be accepted as a valid authentication technology; (iv) no certification authority or other third party verification is necessary to validate each Party s Electronic Signature; and (v) the lack of such certification or verification will not in any way affect the validity of that Party s signature or the enforceability of this Agreement or COF, as applicable.

(c) **Affiliates.** Customer and Customer s Affiliates may purchase Services pursuant to this Agreement, provided that an authorized representative of such Customer Affiliate executes the applicable COF. The terms of this Agreement shall apply to any such COF as if the relevant Affiliate had executed this Agreement. Customer shall be the Customer of record for all Services provided hereunder and, together with any ordering Affiliate, shall be jointly and severally liable for all obligations set forth in this Agreement, notwithstanding that the COF may be signed by Customer's Affiliate or that the invoices for a Service may be sent to Customer's Affiliate at the address designated in the applicable COF. If an Affiliate of Customer enters into a COF pursuant to this Agreement, then references to Customer herein shall be deemed references to the ordering Customer Affiliate and Customer.

2.2 **Credit Approval and Deposits.** Supplier reserves the right to conduct a credit check of Customer at any time. Customer hereby authorizes Supplier to obtain, and upon request shall assist Supplier in obtaining, information about Customer s financial condition from third parties, including without limitation banks, credit reporting agencies and other businesses that provide like information. Upon Supplier s request, Customer will make a deposit or provide other security for the payment of Service Fees or any other charges, as specified by Supplier, (i) as a condition to Supplier s acceptance of any COF, or (ii) in the event Customer fails to comply with the payment terms set forth in Section 2.4 twice in any twelve (12) month period, as a condition to Supplier s continuation of delivery of any Services. The deposit or other security will be held by Supplier as security for payment of the Service Fees. When the provision of Services to Customer is properly terminated in accordance with this Agreement, the amount of the deposit will be credited to Customer s account and any remaining credit balance will be refunded within thirty (30) days of such termination. Customer acknowledges and agrees that any failure by it to comply with any request made by Supplier under this Section 2.2 shall constitute a material breach of this Agreement.

2.3 **Term/Service Fees.** Unless earlier terminated in accordance with the terms of this Agreement, the Parties agree that:

(a) This Agreement shall become effective on the Effective Date and shall continue for three (3) years and will continue thereafter on an annual basis until terminated by either Party upon no less than ninety (90) days prior written notice (**Agreement Term**).

(b) The term for each Service shall commence on the Service Commencement Date and continue for the duration of the Minimum Service Period (**Initial Term**). At the end of the Initial Term, the Service Term shall automatically renew on a month-to-month basis until terminated by either Party in accordance with Section 6.1(a) (the Initial Term and any extension thereof is referred to as the **Service Term**).

(c) Except as otherwise set forth herein, Supplier shall deliver the Service for the entire duration of the Service Term, and Customer shall pay all Service Fees for delivery thereof through the end of the Service Term or for such longer time as Customer actually uses the Services. To the extent that the Service Term for any Service extends beyond the Agreement Term, then this Agreement shall remain in full force and effect for such Service until the expiration or termination of such Service Term.

2.4 **Payment.** Supplier will commence invoicing for Services on the Service Commencement Date regardless of whether Customer is otherwise prepared to accept delivery of the Services. Supplier invoices Service Fees monthly in advance, except for Service Fees which are dependent on use, which shall be invoiced in arrears. Billing for partial months will be prorated based on a calendar month. Customer shall pay all amounts due within thirty (30) days from the date of invoice to the bank account designated by Supplier from time to

4.3.4.B. Unless otherwise specified in the COF, all amounts shall be invoiced and paid in U.S. Dollars. Any amount due but not received by Supplier will accrue interest at the Interest Rate from the Due Date to the date of actual payment. Supplier shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed to Customer or its Affiliates by Supplier or its Affiliates pursuant to this or any other agreement between the Parties. Notwithstanding anything to the contrary, the Supplier shall have the right to assign its receivables and/or the right to receive payments (including any applicable interest thereof) for invoices raised in relation to the Services under this Agreement and/ or the COF, to a bank or any other accredited financial institution, provided that such assignment shall in no way delegate, limit or derogate the Supplier's obligations with respect to the Services under this Agreement and the COF.

2.5 Taxes and Regulatory Fees.

(a) All charges for Services are exclusive of applicable taxes. Except for taxes based on Supplier's net income, Customer will be responsible for payment of all applicable VAT, GST, consumption, sales, use, excise, access, bypass, franchise, regulatory or other like taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services (hereafter "**Taxes**"). Supplier may invoice Customer, and Customer shall reimburse Supplier, for any regulatory fees, assessments or contributions (collectively, **Regulatory Fees**) charged to Supplier by any Governmental Authority in connection with Service(s) provided hereunder. To the extent Customer is or believes it is exempt from payment of certain Taxes or Regulatory Fees, it shall provide to Supplier a copy of a valid exemption certificate. Supplier will give effect to all valid exemption certificates in the next full billing cycle following receipt of the certificate from Customer, but only to the extent Supplier is permitted to do so under applicable laws. Notwithstanding the foregoing, in the event that Customer's exemption certificate is or becomes invalid during an applicable Service Term, and Supplier is assessed or held responsible for additional Taxes, Regulatory Fees, penalties or late charges, Customer shall be responsible for all such amounts in accordance with this Section 2.5(a).

(b) If Customer is or was required by law to make any deduction or withholding from any payment due hereunder to Supplier, then, notwithstanding anything to the contrary contained herein, the gross amount payable by Customer to Supplier will be increased so that, after any such deduction or withholding for Taxes, the net amount received by Supplier will not be less than Supplier would have received had no such deduction or withholding been required. If any taxing or Governmental Authority asserts that Customer should have made a deduction or withholding for or on account of any Taxes with respect to all or a portion of any payments made hereunder, or that Supplier should have collected certain Taxes from Customer which Supplier did not collect, Customer hereby agrees to indemnify Supplier for such Taxes and hold Supplier harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted in connection therewith.

(c) The following additional provisions shall be applicable where Customer Order Form has been entered between:

(1) India Specific Supplier and India Specific Customer; or (2) India Specific Supplier and Non-Indian Customer for supply of Services in India; in accordance with provisions of Section 2.1(a) of the Agreement.

(i) In case of any change in rate of Taxes or basis of levy of Taxes or any other change which results in a higher Tax rate being applicable to an invoice already issued for goods or Services provided by Supplier, such additional Tax shall be borne and payable by the Customer.

(ii) Customer shall not upload or make any amendment in relation to the Supplier's invoice on the Governmental Authority's goods and services tax network (GSTN) portal (or by any other name known in future) without informing the Supplier in advance. Further, where such changes are made by or on behalf of the Customer on the GSTN portal without prior notification to the Supplier, and where Supplier receives any notification from GSTN portal in regard to such changes, Supplier reserves the right to reject such changes or not act upon such changes on the GSTN portal.

(iii) Supplier will raise and issue a valid tax invoice, and receipt voucher along with other documents, strictly as per the details mentioned in the COF that has been signed by the Customer. Customer shall provide accurate details of the Customer Premises in the COF in accordance with the requirements of applicable goods and services taxation laws failing which Supplier shall proceed to issue the invoice on the basis of the Customer Premises address available to the Supplier.

(iv) In case of supply of Services, where the place of supply is dependent on the registered address provided by the Customer under the COF, such registered address would be treated as 'location of service recipient on the records of the Supplier as required under applicable goods and services taxation laws.

(v) In case any taxation claim, penalty, credit loss or related claim is made against the Supplier on account of Customer's failure to provide the correct address and or details in the COF, the Customer shall indemnify the Supplier against any such claim, penalty, credit loss or interest etc., as the case may be. Additionally, if any cost is incurred by the Supplier (including but not limited to tax, interest, or penalty) due to non-compliance with applicable goods and services taxation laws by or on behalf of the Customer, then the Customer shall indemnify the Supplier for any such cost, tax, penalty, interest etc. payable or paid by the Supplier.

(vi) Where any discount on charges has been provided by the Supplier to the Customer, before the supply of goods or Services, such discount shall be mentioned in the COF and on the applicable invoice. The net amount of the invoice shall be treated as consideration for the supply of such goods and Services.

(vii) In case of any price adjustments scenarios which include price revision, bandwidth upgrade, re-rating of traffic, parallel upgrade, etc., the Supplier may make an adjustment in the invoices and make the same available to the Customer.

(viii) Allocation of consideration value in relation to fixed lease line Services:

(1) In case of India Based Services consideration towards Services will be allocated in proportion of the Services to be availed of by each point of termination/origination in India. Supplier will issue an invoice from each state in which each such point is located at a proportionate percentage or value of the total consideration ascribed to each such point. Such value or percentage will be identified in the relevant COF.

(2) In case of India Global Services where only one point is located within India, Supplier will issue an invoice for full consideration from the state in which such point is located within India. However, in case two or more points are located in India, Supplier will issue an invoice for proportionate percentage or value of total consideration from each of the states in which each such point is located within India. Such value or percentage will be identified in the relevant COF.

(3) In case of link based Services such as internet leased line services, where there is only one point of installation with respect to such link based products or services, Supplier will issue an invoice for full consideration from the state in which such point is located within India.

(4) In each of the above-mentioned cases under sub-section (1) to (3), where the Customer has not provided in the Customer Order Form the details of Customer's GST registration number and address of the state in which the place of supply is determined, credit of taxes paid may not be available to the Customer.

2.6 Disputed Invoices. In the event Customer disputes in good faith any portion of Supplier's invoice, Customer must pay the undisputed portion of the invoice and submit a written claim for the disputed amount, together with all information relevant to the dispute (including account numbers, circuit IDs and the reason for the dispute). All disputes must be submitted to Supplier within forty-five (45) days of receipt of the first invoice for the applicable charges. Customer acknowledges that it is reasonable for Supplier to require Customer to dispute charges within that time, and Customer therefore waives the right to dispute any charges not disputed within the time frame set forth above.

2.7 Fraudulent Use of Services. Customer is solely responsible for all Service Fees and/or any other charges incurred relating to the Services, whether incurred by itself, its End Users or third parties, even if such Service Fees and/or other charges were incurred through or as a result of fraudulent or unauthorized use of the Services.

4.3.4.3 Credit Limit. Customer shall be subject to the credit limit (the **Credit Limit**) as may be specified in the COF(s) and established by Supplier in its sole reasonable discretion. Supplier shall have the right at any time to increase or decrease the Credit Limit by giving at least ten (10) calendar days prior written notice to Customer. If at any time Supplier determines that the sum (the "**Accrued Liability**") of (i) total invoiced amounts which remain unpaid, plus (ii) the unbilled but accrued usage of Customer, has exceeded the then current Credit Limit, Supplier shall have the right to demand by written notice that Customer make an immediate payment to Supplier by electronic transfer (or such other method as agreed by the parties) of such amount required: (i) to reduce its aggregate Accrued Liability to less than the Credit Limit, and (ii) to ensure that the Credit Limit shall not be exceeded prior to the next invoice due date. Upon such demand, the demanded amount shall become immediately due and payable and Customer shall pay such amount within twenty-four (24) hours of its receipt of such notice. If Customer fails to remit such payment when due, Supplier shall have the right without further notice to immediately suspend and/or terminate the Services and/or this Agreement.

2.9 Equipment.

(a) If requested by Customer, Supplier may, at its option, and in its discretion upon an additional charge to Customer, install certain communications equipment in connection with the Service which is provided by Customer or third parties with whom Customer has a contractual relationship (such equipment, **Customer Equipment**). Customer must ensure that any Customer Equipment is connected and used in accordance with any instructions, safety and security procedures applying to the use of that equipment. Customer must also ensure that any Customer Equipment is technically compatible with the Service and approved for that purpose under applicable law or regulation.

(b) Equipment may also be furnished by Supplier, its Affiliate(s) or licensor(s) or its designated third party vendor(s) (as applicable) for use at Customer's Premises as part of any Services (**Supplier-Provided CPE**). Any Supplier-Provided CPE shall be identified in the applicable COF, together with associated pricing and shipping information. Notwithstanding anything herein to the contrary, the rights and obligations of the parties in respect of the software associated with the Supplier-Provided CPE shall be governed by Section 4.3. The parties' other rights and obligations in respect of the Supplier-Provided CPE shall be governed by Section 4.1.

2.10 Customer Premises. Customer will allow Supplier access to and use of the Customer Premises to the extent required by Supplier for the installation, connection, inspection and scheduled or emergency maintenance or removal of the Facilities relating to the Services. Supplier shall have a right to inspect any Customer Premises to ensure that Customer and/or any End User is complying with all applicable laws, rules and regulations regarding the Services and use of the Facilities. Any such inspection or non-inspection however, shall not relieve Customer of any of its duties under this Agreement nor shall it cause Supplier to waive any of its rights hereunder or impose any duty, obligation or liability onto Supplier. Customer represents to Supplier that Customer has obtained or will obtain on a timely basis all permissions and consents from third parties necessary to allow Supplier access as set forth herein. Customer will be responsible for providing and maintaining at its own expense power, heating, ventilation and air conditioning as necessary to maintain the proper environment for the Facilities on the Customer Premises. Customer will provide, and will ensure Supplier is provided, a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises. In the event that Customer fails to meet its obligations regarding the Customer Premises hereunder and, as a result, Supplier is unable to install or continue the delivery of Services, then notwithstanding the absence of Services, Customer will pay all Service Fees for such Services during such period of time. Customer will provide the correct Customer Premises contact details and address(es) for installation and provision of the Service in the applicable COF. Supplier will not be liable for any delays in the installation or provision of Service resulting from Customer's error, discrepancy, change or relocation relating to the Customer Premises. To the extent Customer changes the supplied Customer Premises contact details, addresses or specifications, Customer will communicate such changes in the format prescribed by Supplier with Supplier's prior written consent (not to be unreasonably withheld).

2.11 Services Provided by Supplier Affiliates. If a COF provides for the provision of Services in a jurisdiction other than a jurisdiction within which Supplier is authorized to provide services, such Services may be provided to Customer and/or to Customer's End User by an Affiliate of Supplier and the Supplier may coordinate or manage that Affiliate's Services in that jurisdiction. In certain jurisdictions where an Affiliate of the Supplier is providing the Services, then the relevant Supplier Affiliate has the right to require a letter of undertaking or similar document (**LOU**) from Customer and/or Customer's End User in a format prescribed by the Supplier Affiliate. Supplier and the Supplier Affiliate shall have no obligation to provide any Services until it receives the LOU. If a COF requires the delivery of Services in a jurisdiction where, in order for such COF to be enforceable, additional terms must be added, the Parties shall incorporate such additional terms in the COF (preserving to the fullest practicable extent this Agreement).

2.12 Services Provided by Third Parties. The Services may be provided in conjunction with other foreign-end administrations, underlying or interconnecting third party carriers, local loop providers or any other authorized providers (collectively or individually **Third Party Service Providers**). Supplier's obligations under this Agreement do not apply, unless otherwise expressly specified as part of a COF, to the lines, facilities, or services provided by any Third Party Service Provider.

2.13 Acceptance of Services. Unless otherwise stated in the applicable Service Schedule or COF, the Services shall be accepted or deemed accepted in accordance with the following procedure: (i) upon Customer's receipt of an In-Service Notification for a Service, Customer will have two (2) business days to test the Service and notify Supplier in writing of its acceptance or rejection of the Service; (ii) Customer may reject a Service only on the basis that the agreed technical specifications, as set forth in the COF and/or the applicable Service Schedule, have not been met; and (iii) if Customer notifies Supplier of its rejection, Supplier shall remedy the deficiency and a new In-Service Notification will be delivered to Customer and the procedures set forth in this Section 2.13 will be repeated. Customer's failure to notify Supplier of its acceptance or rejection of the Services within the foregoing time period will be deemed to constitute Customer's acceptance of such Services.

3. **Obligations of the Parties**

3.1 Representations and Warranties of Customer. Customer represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during each Service Term, to install and use the Services as contemplated hereunder; (ii) the performance of Customer's obligations under this Agreement and use of Services will not violate any applicable law, rule or regulation or any applicable manufacturers' specifications or unreasonably interfere with Supplier's or its other customers' use of the Services or network; (iii) Customer is authorized and has completed all required corporate actions necessary to execute this Agreement and all COF(s); and (iv) Customer shall not carry out any act or omission that results in Supplier breaching any law, rule or regulation.

3.2 Representations and Warranties of Supplier. Supplier represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during each Service Term, to provide the Services ordered by Customer hereunder; (ii) the performance of Supplier's obligations under this Agreement will not violate any applicable law, rule or regulation; and (iii) Supplier is authorized and has completed all required corporate actions necessary to execute the applicable COF(s).

3.3 Disclaimer of Warranties. **EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.**

3.4 Misuse of the Services. Customer shall not use the Services nor allow the Services to be used to transmit, distribute or store contents or messages (including e-mail messages) which are illegal, potentially harmful (including but not limited to viruses, worms, password-cracking programs or Trojan horses); or fraudulent or misleading (including but not limited to false, deceptive, or misleading statements, claims, or representations), as determined by Supplier in Supplier's sole reasonable discretion, or to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (SPAM). Supplier may, at Supplier's option, suspend or terminate the Services in the event that Customer or End Users do not comply with this Section 3.4. Customer acknowledges and agrees that Supplier does not monitor and will have no liability or responsibility for the content of any communications transmitted via the Services.

4.3.4.B. Acceptable Use Policy. Customer's use of the Services shall at all times comply with Supplier's then-current Acceptable Use Policy (" **AUP** ") and then-current Privacy Policy (**Privacy Policy**), as amended by Supplier and communicated in writing to Customer from time to time and which are available on Supplier s web site (www.tatacommunications.com (http://www.tatacommunications.com)). Customer hereby expressly acknowledges that it has reviewed, understands and accepts Supplier s AUP and Privacy Policy and the rights of Supplier as set out therein.

3.6 Customer Network Security. Customer is responsible for maintaining the security of its internal network from unauthorized access through the Internet. Supplier shall not be liable for unauthorized access to Customer s network or other breaches of Customer s network security.

3.7 Third Party Products. In the event that Supplier provides to Customer third-party hardware or software products on a pass through basis (including, without limitation, provided pursuant to Section 4) and to the extent that such hardware or software is not provided as part of a Supplier Service as defined in this Agreement, the following shall apply: Supplier makes no representations or warranties as to any third-party hardware or software provided to Customer, all of which is transferred to Customer on an AS IS basis and subject to any third party terms and conditions. Customer shall look solely to the warranties and remedies provided by the equipment manufacturer and third-party licensor, if any.

3.8 Resale and Use of Services.

(a) **Resale of Services.** Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services or to resell the Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities and has obtained Supplier s written consent, which may be withheld in Supplier s sole discretion. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of Services. Customer shall be solely responsible and liable for any misuse of Services by Customer s customers or any third parties in respect of Customer s resale of Services and shall indemnify and hold harmless Supplier against any and all claims or proceedings arising from or related to such resale of Services by the Customer. In case of resale of Services Customer shall not (i) refer to Supplier in any marketing or service literature except with Supplier's prior written consent; or (ii) act or purport to act on behalf of Supplier.

(b) **Customer's Obligation.** In the event Customer resells the Services to a third party, it shall do so only under the conditions that (i) any and all of such third party's acts and omissions (including any failure by the third party to comply with any applicable law rule or regulation in the jurisdiction in which it uses or resells the Services) shall be attributable to Customer for the purposes of this Agreement; (ii) any resale or sublicense by Customer of the Services shall not relieve Customer of its obligations under any applicable Order Form or this Agreement; and (iii) such third party waives any liability by Supplier in connection therewith.

4. Ownership

4.1 Equipment.

(a) **Outright Sale of Hardware.** If Customer purchases the Supplier-Provided CPE from Supplier pursuant to the COF, then title and risk for that Supplier-Provided CPE shall transfer to Customer at FOB Point of Origination. Customer shall be required to obtain all necessary import/export licenses to enable the hardware to clear customs and enter the country where the hardware will be maintained. Customer shall be responsible to pay any and all duties, charges, and applicable import taxes, including VAT and/or withholding taxes associated with the relevant Supplier-Provided CPE (**Import Duties**).

(b) **Hardware Provided as Part of the Services.** If Supplier provides Supplier-Provided CPE to Customer as part of the Services, title and ownership will remain with Supplier, its Affiliate(s) or its designated third party vendor(s) (as applicable). As the owner of record, Supplier, its Affiliate(s) or its designated third party vendor(s) (as applicable) shall (i) be the licensor of record; (ii) obtain all necessary import/export licenses related to the hardware; and (ii) be responsible for any Import Duties.

(c) In respect of Section 4.1 (b) above, risk of loss in the Supplier-Provided CPE shall transfer to Customer upon delivery to the relevant Customer Premises and Customer shall be required to pay Supplier for the cost of repairing or replacing damaged hardware (ordinary wear and tear excepted). Customer must immediately inform Supplier if the hardware is damaged in any way on or after delivery. Customer shall procure and maintain all risk insurance against loss or damage to the hardware for not less than the full replacement value of the hardware. Upon termination of the relevant COF, Customer shall (i) return the hardware to Supplier or its Affiliate or third party vendor(s), as determined in Supplier s sole discretion (at Customer s cost).

4.2 Intellectual Property. Customer is and shall remain exclusively entitled to all right and interest in and to all Customer Technology, and Supplier is and shall remain exclusively entitled to all right and interest in and to all Supplier Technology. Customer shall not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from Supplier Technology.

4.3 License. Ownership of any and all intellectual property rights in any Supplier-Provided CPE, software, operating manuals and associated documentation, made available as part of any Service or otherwise generated by or for Supplier in connection with this Agreement, shall remain the property of Supplier or its licensors. Supplier will grant the Customer a personal, non-transferable and non-exclusive license to use and to permit its End-Users to use, in object code form, all software and associated written and electronic documentation and data furnished by Supplier pursuant to this Agreement (**Software**), solely as necessary for receipt of the Service and solely in accordance with this Agreement and the applicable written and electronic documentation. The term of any license granted by Supplier pursuant to this Section 4.3 is co-terminus with the term for the Service with which the Software is associated. If the Customer purchases the Supplier-Provided CPE, once title and risk-of-loss pass to Customer, Customer will be granted a perpetual, royalty free license to use the Software in connection with the Supplier-Provided CPE for so long as Customer continues to own or otherwise use the Supplier-Provided CPE in accordance with the terms hereof.

4.4 Obligation on Termination. Customer must not, without Supplier s prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to Supplier following termination of a Service or this Agreement whichever takes place earliest unless required under applicable law and/or regulation and unless the material is required for the provision of a Service which is still being provided to the Customer at the time of termination of the Master Services Agreement. The Software is and will remain the sole and exclusive property of Supplier, its Affiliates or its supplier(s).

4.5 Facilities. Except as otherwise agreed in a COF, title to all Facilities shall remain with Supplier. Supplier will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, change, rearrange, disconnect, remove, repair, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of Supplier. Customer shall ensure that the Facilities shall not be used for any purpose other than that for which Supplier provides them. Customer shall not take any action that causes or permits the imposition or maintenance of any lien or encumbrance on the Facilities. In no event will Supplier be liable to Customer or any other person for interruption of service or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer.

4.6 Intellectual Property Infringement Claims. In the event of a third party claim of intellectual property infringement, Supplier may, at its sole option, (i) obtain for Customer the right to continue using the Services, (ii) modify the Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, or (iv) if the alternatives in Section 4.6(i)-(iii) are not available, Supplier may so notify Customer and terminate such infringing Services without penalty to either Party. Notwithstanding anything in this Agreement to the contrary, this Section 4.6 is Customer s sole and exclusive remedy for any intellectual property infringement claims.

5. Indemnification and Limitation of Liability

4.3.4.B. **5.1 Indemnification.** Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. Customer shall also indemnify, defend and hold Supplier harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its End Users use of the Services; and/or (ii) claims arising from Customer's breach of Section 3.1 or Section 3.5.

5.2 The indemnified Party under Section 5.1: (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other Party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other Party shall have control of the defense and settlement; and (iii) shall reasonably cooperate with the defense.

5.3 Damages. Notwithstanding any other provision hereof, neither party shall be liable for (A) any indirect, incidental, special, consequential, exemplary or punitive damages; OR (B) ANY damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business OR COST OF PURCHASING REPLACEMENT SERVICES; ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS Agreement, whether or not caused by the acts or omissions or negligence (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) of its employees or agents, and regardless of whether such party has been informed of the possibility OR likelihood of such damages. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING OR SECTION 5.4, SUPPLIER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE most recent TWELVE (12) MONTHS OF CHARGES COLLECTED BY SUPPLIER PURSUANT TO the APPLICABLE COF GIVING RISE TO THE LIABILITY.

5.4 Limitation For Services-Related Matters. SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION RELATING TO THE FURNISHING OF OR THE FAILURE TO FURNISH SERVICES (INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE TO TRANSMIT OR ESTABLISH CONNECTIONS, FAILURE TO SATISFY SERVICE LEVELS OR SPECIFICATIONS, DELAYS, ERRORS OR OTHER DEFECTS) IS LIMITED TO ANY APPLICABLE CREDIT ALLOWANCES DUE AND/OR CUSTOMER'S RIGHT TO TERMINATE A PARTICULAR SERVICE UNDER THE APPLICABLE SERVICE LEVEL GUARANTEE AS SET FORTH IN THE RELEVANT SERVICE SCHEDULE(S).

5.5 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY ARE REASONABLE AND ARE A MATERIAL INDUCEMENT FOR SUPPLIER ENTERING INTO AND PROVIDING SERVICES PURSUANT TO THIS Agreement. NOTWITHSTANDING THE ABOVE, Nothing in this Agreement shall be construed as limiting the liability of either Party for (A) personal injury or death resulting from the negligence of a Party or its employees, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) WILFUL MISCONDUCT.

6. Termination

6.1 Termination.

(a) Except if otherwise specified in a Service Schedule or COF, either Party may terminate an individual Service at the end of its Initial Term or Service Term (whichever is applicable), by providing no less than ninety (90) days advance written notice to the other Party subject to Customer's payment to Supplier of any outstanding Service Fees, including connection and/or disconnection charges, for the Service(s) so terminated.

(b) Either Party (the **Non-Defaulting Party**) may terminate a Service upon written notice of termination to the other Party (**Defaulting Party**) if (i) the Defaulting Party breaches a material provision of this Agreement or the applicable COF and the Defaulting Party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the Non-Defaulting Party; or (ii) any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of the Defaulting Party.

(c) Termination of one Service will not affect the Parties rights and obligations with regard to other Services ordered under this Agreement.

6.2 Additional Termination or Suspension by Supplier. Supplier shall have the right to immediately terminate or suspend this Agreement or any COF(s) (as applicable), and discontinue or suspend the delivery of the affected Services (without liability) in the event that:

- (a) Customer fails to make a payment when due and Customer fails to cure such breach within fifteen (15) days after receipt of written notice from Supplier; or
- (b) Customer or any End User has violated any law, rule, regulation or policy of any Governmental Authority related to the Services or Customer's or an End User's use thereof; or
- (c) Customer or any End User has engaged in conduct that has caused or may cause (in Supplier's sole reasonable judgment) damage to the Facilities, Supplier network or third parties; or
- (d) Supplier receives any direction, notification or instruction from any Governmental Authority to suspend or terminate the provision of Services to Customer.

Upon any suspension pursuant to (a), (b), (c) or (d) above, Supplier shall provide written notice (where practicable) thereof to Customer.

6.3 Supplier's Remedies. The rates and charges set forth in each COF are established in reliance on the Service Term commitment made therein. If Customer cancels any of the Services or COF during a Service Term commitment for any reason other than as provided in Section 6.1 above or in a particular Service Schedule, or in the event Supplier terminates a COF because of any reasons set forth in Section 6.1(b) or 6.2, then Customer agrees to pay to Supplier, within ten (10) days of such termination: (i) an amount equal to the total of any and all waived installation charges as reflected on the terminated COF(s), (ii) an amount equal to one hundred percent (100%) of the Service Fees payable for the unexpired remainder of the first twelve (12) months of the Service Term plus, if applicable, fifty percent (50%) of the Service Fees payable for the unexpired remainder of months thirteen (13) through the end of the Service Term(s) of the terminated COF(s), plus (iii) any documented third party charges or expenses not covered by (i) and (ii) above incurred by Supplier in respect of the terminated COF (including any Local Loop charges). Customer acknowledges that the foregoing is a genuine and reasonable estimate of Supplier's loss arising from such termination and constitutes liquidated damages and not a penalty. In addition, Customer shall be obligated to pay Supplier for any Services delivered to Customer up to the date of termination plus amounts set forth in this Section 6.3. The obligations of the Customer pertaining to any accrued but unpaid amounts arising out of this Agreement in relation to any one or all of the Services, including pursuant to Section 2.4 (Payment), 2.6 (Disputed Invoice) and this Section 6 (Termination), shall survive the termination of this Agreement.

7. Miscellaneous Provisions

7.1 Trademarks. Neither Party shall have the right to use the other Party's or its Affiliates trademarks, logos, trade dress, service marks, trade names or service names in any manner, or to refer to the other Party by name or identifiable description in any marketing, promotional or advertising materials or activities, without the written consent of the other Party. Notwithstanding the foregoing, Supplier may provide to any of its other customers or potential customers who are bound by a nondisclosure agreement access to a list of Supplier's customers and a generic description of the services purchased by such customers, which list may use Customer's trade name (but not trademark) and the Services purchased by Customer (provided that financial terms relating to the purchase shall not be disclosed).

7.2 Publicity. Neither Party shall issue any public statement or any press release relating to the relationship between Supplier and Customer except as required by law or agreed in writing between the Parties.

7.3 Confidentiality.

4.3.4.B.

(a) The following shall be deemed **Confidential Information** for purposes of this Section 7.3: (i) the provisions of this Agreement; and (ii) all information provided to a Party (the **Receiving Party**) by the other Party (the **Disclosing Party**) under, or in the course of performing under, this Agreement where such information is marked or reasonably identified or identifiable as confidential or proprietary, including without limitation technical, operational, marketing, billing, pricing and commercial information in relation to the supply of Services.

(b) Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is independently developed by the Receiving Party; or (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Section 7.3 (provided that the burden of establishing the availability of the foregoing exceptions shall be on the Receiving Party).

(c) Confidential Information shall remain the property of the Disclosing Party. Each Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party (and each Party shall maintain the confidentiality of this Agreement) using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary and confidential information but in any event always at least a reasonable degree of care. A Receiving Party must not disclose the Disclosing Party's Confidential Information to any person except: (i) to its employees (which for Supplier includes its Affiliates and its Third Party Service Providers employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (ii) to legal and financial advisers; (iii) with the other party's prior written consent; or (iv) if required by law, any stock exchange, or any Governmental Authority.

7.4 Application of Tariffs. In the event Supplier is required to file tariffs with a Governmental Authority, the terms set forth in the applicable tariff shall govern Supplier's delivery of, and Customer's consumption or use of, such Services to the extent required by law, rule or regulation. In the event that any change to the terms and conditions and/or the Service Fees results from such application of tariffs to the Services and such change has a materially adverse effect on Customer, then Customer shall have a right to terminate the affected Services upon thirty (30) days written notice (such notice to be given within thirty (30) days after notice of such tariff or effect is provided to Customer by Supplier or is posted on Supplier's website), unless within such period, Supplier files tariff changes or takes other steps that prevent such material adverse effect.

7.5 Personal Information.

(a) Customer confirms it has read and understood Supplier's privacy policy, a copy of which is available on <http://www.tatacommunications.com/policies/privacy-policy> (<http://www.tatacommunications.com/policies/privacy-policy>), as updated from time to time.

(b) Customer hereby consents to Supplier collecting and processing Personal Information relating to Customer during the tenure of this Agreement for:

- the provision of Supplier's Services that Customer has subscribed to, and for legal, administrative and management purposes, such as customer service, technical support, billing and reconciliation, operational maintenance, fraud detection and prevention, as required by law and to communicate with Customer; and
- sending information to Customer via email, phone or postal mail about Supplier's products, services and events that may be of interest to Customer.

(c) Supplier may make such information available to its Affiliates, employees, agents, contractors and others who provide products or services to Supplier (such as advisers), and to regulatory authorities and potential purchasers of Supplier.

(d) Customer acknowledges and understands that in order for Supplier to provide the Services, Personal Information may be transferred to countries outside the contracting jurisdiction, including the United States of America and/or India. Customer warrants to Supplier that Customer will obtain the necessary consents for such transfer of Personal Information.

(e) Each Party represents and warrants to the other Party that it complies with its obligations under relevant Privacy Laws. Customer further represents and warrants to Supplier that it shall provide proper notices to, and obtain necessary consents from, its end-users and/or employees about how their Personal Information may be used, stored, and disclosed to service providers engaged by Customer.

7.6 Internet Access and Content. Supplier provides only access to the Internet. Supplier does not operate or control the information, services, opinions or other content of the Internet (collectively, **Internet Content**), and Supplier makes no warranties or representations regarding Internet Content. Customer agrees that it shall make no claim whatsoever against Supplier relating to Internet Content or respecting any information, product, service or software ordered through the Internet. Supplier reserves the right to take such measures as may be reasonably necessary, in Supplier's sole discretion, to ensure security and continuity of service on the Supplier Network, including but not limited to identification and blocking or filtering of Internet traffic sources which Supplier deems to pose a security or operational risk or a risk of violation of its AUP and/or Section 3.5. Customer acknowledges and agrees that Supplier does not own or control third party networks, and Supplier is not responsible or liable for any filtering or access restrictions imposed by such third party networks or for the performance (or non-performance) of such third party networks or within interconnection points between the Supplier Network and such third party networks.

7.7 Force Majeure. Except for Customer's payment obligations accruing under this Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. If during the Service Term Supplier is unable to provide Services for a period in excess of sixty (60) consecutive days for any reason set forth in this Section 7.7, then either Party may terminate the affected Service(s) upon written notice to the other Party, and both Parties shall be released from any further future liability in relation to such Service(s).

7.8 Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of the jurisdiction as set out in the COF without reference to its conflict of law provisions and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the jurisdiction set out in the COF and any court of appeal therefrom. If the COF does not state a governing law or jurisdiction, then the laws of the state and/or country (as applicable) where the Supplier contracting entity which signs the COF is registered or incorporated will apply and the Parties irrevocably submit to the exclusive jurisdiction of the courts of such jurisdiction and any court of appeal therefrom. In the event Customer fails to pay any invoiced amount which it has not disputed in accordance with Section 2.6, then Supplier may seek to recover the sum due in any court of competent jurisdiction without reference to its conflicts of law and Customer hereby submits to the jurisdiction of any such court.

7.9 Severability Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) shall be stricken and the remainder of this Agreement shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

7.10 Assignment. Save and except to the extent permitted under Section 2.4 (Payment) of this Agreement and this Section 7.10 (Assignment), neither Party may assign this Agreement and/or a COF without first obtaining the other Party's written consent; except, however, that either Party may assign this Agreement and/or a COF to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any such assignment by Customer shall be conditioned on a determination by Supplier that the assignee is at least as creditworthy as Customer. Any purported assignment in contravention of this clause shall be invalid and the assigning Party shall remain bound. This Agreement and/or the COF(s) will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

4.3.4.B Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery and followed up by registered post) or facsimile (with confirmation of delivery), at the addresses set forth on the Cover Page and/or the applicable COF(s) or at such other address as may hereafter be furnished by either Party to the other by notice in accordance herewith. Such notice or communication will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.

7.12 Relationship of Parties. Supplier and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

7.13 Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, rule or order that materially increases Supplier s costs or adversely affects Supplier s delivery of the Services, Supplier and Customer agree to negotiate regarding the rates to be charged to Customer to reflect such increase in cost or the revisions to this Agreement necessary to equitably adjust for such adverse effect. In the event that the Parties are unable to reach agreement within thirty (30) days after Supplier s delivery of written notice requesting negotiation, then (i) Supplier may pass such increased costs through to Customer upon thirty (30) days notice and/or revise this Agreement as appropriate to equitably adjust for such adverse effect, and (ii) Customer may terminate the affected COF without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase or after a materially adverse change to the Agreement pursuant to clause (i).

7.14 Insurance. Each Party shall keep in full force and effect during each Service Term insurance cover which is no less than that required by applicable law and is customary in accordance with best industry standards. If requested in writing by the other Party, a Party will provide certificates of insurance evidencing its insurance coverage.

7.15 Third Party Beneficiaries. Supplier and Customer agree that there shall be no third party beneficiaries to this Agreement, including, but not limited to, any sub-licensee or End User of Customer or the insurance providers for either Party. To the extent it is allowed by law, any legislation in any relevant jurisdiction giving rights to third parties is hereby excluded.

7.16 Export Control. The Parties acknowledge that products, software, and technical information (including but not limited to the Services, technical assistance and training) provided under this Agreement may be subject to export control and sanctions laws and regulations of the U.S. and other countries, and any use or transfer of the products, software, or technical information must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export control and sanctions regulations. If requested by either Party, the other Party agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

7.17 Anti-Bribery. Customer represents that it has complied and shall comply with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar laws of any other Governmental Authority, and has not taken and shall not take any action in furtherance of an unlawful offer, promise, or payment to or for the benefit of any person, including but not limited to (i) any government official or employee (including, without limitation, any official or employee of a government agency, regulatory authority or entity owned or controlled by the government), any candidate for public office or official of a political party, or any official or employee of a public international organization (any of the foregoing, a **Government Official**); (ii) any member of a Government Official's family; or (iii) any political party. In the event that Customer was required to undergo the Supplier s anti-bribery due diligence process prior to execution of an COF and/or this Agreement, Customer further represents and warrants that any certification provided by Customer as part of the Supplier s due diligence process is true and accurate. Customer shall notify Supplier immediately in the event that any of the statements in such certification shall no longer be true and accurate.

7.18 Entire Understanding. This Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Customer and Supplier are hereby superseded insofar as they relate to the Services hereunder. This Agreement may be amended only in writing signed by a duly authorized representative of each of Supplier and Customer. In the event of any conflict between the documents comprising this Agreement, precedence shall be given to the documents in the following descending order: (i) the applicable COF; (ii) the applicable Service Schedule; (iii) the main body of this Agreement; and (iv) and any other document expressly referred to in this Agreement which governs the Services.

7.19 Further Assurances. Both Parties shall extend their cooperation to do and perform (or cause to be done and performed) all such acts and things, and execute and deliver all such other agreements, instruments and documents, as the other Party may reasonably request in order to accomplish the intent and purposes of this Agreement including the transactions contemplated hereby.

Legal Notice:

Although considerable care has been taken in preparing and maintaining the information and material contained on this website, Tata Communications makes no representation nor gives any warranty as to the currency, completeness, accuracy or correctness of any of the elements contained herein. Facts and information contained in the website are believed to be accurate at the time of posting. However, information may be superseded by subsequent disclosure, and changes may be made at any time without prior notice. Tata Communications shall not be responsible for, or liable in respect of, any damage, direct or indirect, or of any nature whatsoever, resulting from the use of the information contained herein.

Customer Order Form - India Specific TERMS AND CONDITIONS

1. Customer shall not upload or make any amendment in relation to the Supplier's invoice on the Governmental Authority's goods and services tax network (GSTN) portal (or by any other name known in future) without informing the Supplier in advance. Further, where such changes are made by or on behalf of the Customer on the GSTN portal without prior notification to the Supplier, and where Supplier receives any notification from GSTN portal in regard to such changes, Supplier reserves the right to reject such changes or not act upon such changes on the GSTN portal.
2. Supplier will raise and issue a valid tax invoice, and receipt voucher along with other documents, strictly as per the details mentioned in the COF that has been signed by the Customer. Customer shall provide accurate details of the Customer Premises in the COF in accordance with the requirements of applicable goods and services taxation laws failing which Supplier shall proceed to issue the invoice on the basis of the Customer Premises address available to the Supplier.
3. In case of supply of Services, where the place of supply is dependent on the registered address provided by the Customer under the COF, such registered address would be treated as location of service recipient' on the records of the Supplier as required under applicable goods and services taxation laws. for any such cost, tax, penalty, interest etc. payable or paid by the Supplier.
4. Where any discount on charges has been provided by the Supplier to the Customer, before the supply of goods or Services, such discount shall be mentioned in the COF and on the applicable invoice. The net amount of the invoice shall be treated as consideration for the supply of such goods and Services.
5. Allocation of consideration value in relation to fixed lease line Services:
 - (a) In case of India Based Services consideration towards Services will be allocated in proportion of the Services to be availed of by each point of termination/origination in India. Supplier will issue an invoice from each state in which each such point is located at a proportionate percentage or value of the total consideration ascribed to each such point. Such value or percentage will be identified in the relevant COF.

- 4.3.4.B.
- (b) In case of India Global Services where only one point is located within India, Supplier will issue an invoice for full consideration from the

State in which such point is located within India. However, in case two or more points are located in India, Supplier will issue an invoice for proportionate percentage or value of total consideration from each of the states in which each such point is located within India. Such value or percentage will be identified in the relevant COF.

(c) In case of link based Services such as internet leased line services, where there is only one point of installation with respect to such link based products or services, Supplier will issue an invoice for full consideration from the state in which such point is located within India.

(d) In each of the above mentioned cases under sub-section (a) to (c), where the Customer has not provided in the Customer Order Form the details of Customer's GST registration number and address of the state in which the place of supply is determined, credit of taxes paid may not be available to the Customer
6. Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services or to resell the Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities and has obtained Supplier's written consent, which may be withheld in Supplier's sole discretion. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of Services. The Service shall not be used for OSP purpose without registration with Department of Telecommunications and submitting the copy of the OSP registration with the Supplier.
7. The Service shall be used only for the purposes specified in the Customer s Order Form and shall not be used for or connected to any telecommunication service including Public Switched Telephone Network (PSTN)/Public Land Mobile Network (PLMN) or any other services of whatsoever nature unless otherwise permitted by the Governmental Authority with specific approvals/licenses. If the Service is found to have terminated on a PSTN/PLMN at either end, the Customer agrees that Supplier may terminate the Service and claim reimbursement from the Customer of such financial penalty as may be levied against Supplier by any Governmental Authority. Such amounts shall become due and payable by the Customer to Supplier within 5 (five) working days of the Supplier giving notice of such claim(s). Supplier shall also, at its sole discretion, be entitled to disconnect the circuit with immediate effect.
8. As per the notification issued by the Department of Telecommunications vide No. 18-1/BS II dated 19th April, 2006, it is permissible to have the logical partitioning of EPABX for termination of leased lines/PSTN/PLMN network such that there is no misuse in any manner including bypass of International Long Distance Traffic between customer's private network & Basic Service Operator (BSO)/Mobile Service Operator (MSO) PSTN and Access Deficit Charges thereof. However, this shall be subject to additional terms and conditions to be complied with by the Customer.
9. The use of encryption by the Customer shall be governed by the Government s Policy/rules made under the Information Technology Act, 2000. Customer shall not employ bulk encryption equipment in the network without such encryption equipment having the prior evaluation and approval of Governmental Authority specifically designated for the purpose.
10. Customer shall not use any International Voice over Internet Protocol ("foreign VoIP") on the Service. If Customer uses foreign VOIP on the Service, the Supplier may immediately terminate the Service.
11. As per the notification issued by Department of Telecommunications vide No. 820-01/98-LR/Vol.(IX) Pt. I dated 01.10.2013, if the Customer avails Internet Access Services in India from Supplier and has deployed Network Address Translation (NAT) solution for accessing Internet over the Internet connectivity provided by Supplier, then Customer shall record & maintain the NAT SYS Log parameters with Supplier. Parameters to be stored in SYS LOG of NAT are:

- (1) Start Date (mm:dd:yyyy) & Time (hh:mm:ss)
- (2) End Date (mm:dd:yyyy) & Time (hh:mm:ss)
- (3) Source IP Address
- (4) Source Port
- (5) Translated IP Address
- (6) Translated Port
- (7) Destination IP Address; and
- (8) Destination Port

Customer has deployed NAT solution for accessing Internet over the Internet connectivity provided by Supplier and hereby undertakes to comply with the above mentioned clause.

[Refer the Service Schedule Document](#) (null/optimus/service-schedule?ssproduct=ILL)

Signature Section

This Order Form is submitted in accordance with and governed by the Master Services agreement / General terms & Conditions and the Service Schedules accepted and agreed by the Customer on this portal (URL :- **customer.tatacommunications.com**).

Customer acknowledges and agrees that the foregoing Terms and Conditions are hereby incorporated into this Order Form and, upon Suppliers acceptance of this Order Form (in accordance with the Terms and Conditions), shall (together with this Order Form) constitute a valid and binding contract between Customer and Supplier

Customer		Supplier	
Customer :	TERI School of Advanced Studies	Supplier :	TATA Communications Limited
Customer Signature : <div><div>DocuSigned by:</div><div>Jagpreet Singh</div><div>16CA77D8B79B42A...</div></div>		Supplier Signature : <div><div>DocuSigned by:</div><div>Ditesh Khanolkar</div><div>9731D332F127433...</div></div>	

4.3.4.B.

Customer Name :	Jagpreet Singh	Supplier Name :	Ditesh Khanolkar
Customer Signed Date :	05-May-2021	Supplier Signed Date :	05-May-2021