

**Annexure 1 – Leased Line (NLD/ILL/SLN/DLC)**

**Exhibit A: Service Charges**

SELECT SLA TYPE	Standard Premium Platinum	
Sr. No.	Item Description	Amount (Rs.)
1.1	One-time Installation Charges	0
<b>Total One-time Charges</b>		<b>0</b>
2.1	Annual recurring rate for 52Mbps	209040
2.2	Annual recurring charges for KM of Local Loop	
2.3	Network Electronics/ CPE Rental	
<b>Total Annual Recurring Charge</b>		<b>209040</b>

Note: Site wise bandwidth details and charges shall be attached separately  
 For L2MC service, drop wise price is calculated as overall Link price is divided by number of drops

**Exhibit B: Service Assurance**

“DLC” or “Domestic Leased Circuit” shall mean leased line originating and terminating within the territory of KARNATAKA INDIA.

“Service Availability” shall mean an average network uptime (excluding service outages) over SLA Measurement Period between SICIPL IP POP to which customer is connected

“MTTR” shall mean the average time taken by the SICIPL to the restoration of services in case of any services unavailability

**1. Service Assurance**

SICIPL shall offer Services as per Table 1.0 on each port subscribed.

**Table 1.0 – Leased line Variants**

SLA Parameter	Standard	Premium	Platinum
	Service Availability	98%	99.50%
MTTR	8 Hrs	4hrs	4Hrs
Planned Maintenances Notice	1 Day	3 Days	3 Days
Emergency Maintenance	1 Hr	1 Hr	1 Hr
Restoration	Best effort basis	Available	Available

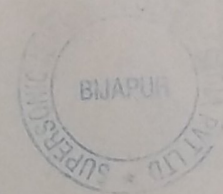
**2. SERVICE ASSURANCE REMEDIES**

- a. In case the Service performance is not in compliance with Table 1.0, SICIPL shall provide to Customer Service Credits as mentioned below:

Type of SLA	From	Service Credit (days)
Service Availability	Less than 1% of commitment	0.5 day
	Less than 2% of commitment	1.0 day
	Less than 3% of commitment	1.5 days
	Less than 4% of commitment	2.0 days

**Note:** The total Service Credit in a given SLA measurement period shall not be more than 2.0 days in a quarter.

If the Service availability falls below 95% for a continuous period of 3 months within a calendar year, then the same shall be considered to be a Service Issue and the Customer, within the Lock-in Period and without payment of Exit payments, may terminate the Link with 30 days prior written notice. However, where the Customer decides to terminate the Link for such Service Issue, the Customer shall not be entitled to and refund/adjust all Service Credits for the periods for which the Service Issue leading to termination of the Link.



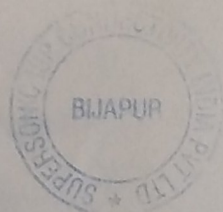
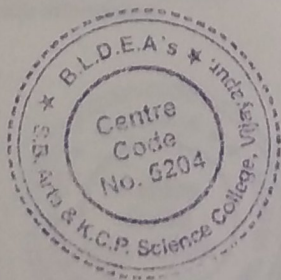


b. At Customer's request, SICIPL will calculate network availability as per the formula given below:

$$\text{Service Availability (A\%)} = \frac{\{\text{Quarter (days)} \times 24 \text{ hours} \times 60 \text{ min.}\} - \text{Valid down time}}{\text{Quarter (days)} \times 24 \text{ hours} \times 60 \text{ min}} \times 100$$

**EXCLUSIONS:** For the purpose of calculating Network / Service Availability do not include Downtime or non-conformance to committed SLAs, resulting in whole or part from one or more of the following causes:

- a. Failure to notify the Customer care and raise the Trouble Ticket for Service disruption.
- b. Any act or omission of Customer or any of its agents, contractors or vendors.
- c. Periods where faults are due to "Customer Equipment or any Customer error.
- d. Planned maintenance and associated events for which agreed notification was given to Customer.
- e. Non availability of power supply or other deficiency in the infrastructure provided by Customer.
- f. Faults reported by Customer but no fault is found or confirmed by SICIPL.
- g. Trouble tickets related to new installations, upgrades, downgrades and shifting of the Services.
- h. SICIPL or its agents are not allowed an access to the Customer Equipment or the premises where the access lines are terminated. Periods where Customer or bandwidth provider staff was inaccessible to confirm the Service condition after fault Clearance by SICIPL.
- i. Customer's scheduled maintenance.
- j. Any service degradation or outage caused by third party last-mile connectivity or by local access facilities ordered directly by Customer.
- k. Time/periods taken by the Customer to confirm Service conditions after fault clearance by SICIPL.
- l. Disconnection/s or temporary suspensions due to failure to meet payment obligations by Customer.
- m. Periods where interruptions are caused by events beyond SICIPL control, incidents of disaster, arson, act of govt. authorities and Force Majeure.
- n. Construction of additional facilities which are required in order to connect the Customer's premises to the SICIPL's Network and/or the Local Loop(s).
- o. Changes to Service where such changes are initiated at Customer's request.
- p. Anything which is due to Customer' use of bandwidth in excess of the committed bandwidth.
- q. Periods where Services have been restored by other alternate means
- r. Downtime is considered if the Link is down for more than 15 minutes after the Client has been issued a complaint number
- s. For L2MC service, any fault or service deterioration due to reverse traffic put by customer on L2MC circuit





## SPECIAL TERMS AND CONDITIONS FOR WIRELINE DATA SERVICES

These Special Terms and Conditions shall apply to the Customer who has availed Enterprise Data Services ("DATA-STC") from Supersonic Isp Connectivity India Pvt Ltd Limited (SICIPL).

### DEFINITIONS

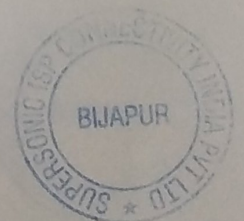
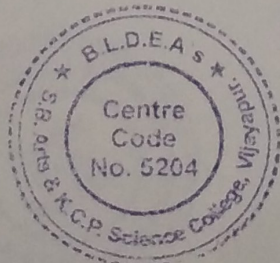
- 1- **"Exit"** shall mean exit from Services or discontinuation of the Services of/ by Customer before the expiry of Lock-in period and shall also include termination of Services by SICIPL due to breach of this "DATA-STC" by the Customer, including but not limited to, non-payment of Charges.
- 2- **"Exit Charges"** shall mean the amount equivalent to the balance of the annual recurring charges (ARC) for the remaining term of Lock-in Period.
- 3- **"Link"** shall mean the provision of connectivity service, as selected by customer in CAF, on SICIPL's Network.
- 4- **"Lock-in Period"** shall mean the minimum subscription period committed by the Customer for availing the Services.
- 5- **"Services"** shall mean Enterprise Data Services including but not limited to Internet Leased Line (ILL), MPLS VPN, Leased Line (DLC/NPLC/L2 Multicast) and more fully specified by the Customer in Customer Application Form (CAF).

Capitalized terms not defined in this DATA-STC shall have the same meaning as defined in CAF.

The terms and conditions herein are in addition to the terms and conditions contained in the CAF and any inconsistencies between the CAF and this, the terms hereof shall prevail over the CAF as regards the Services.

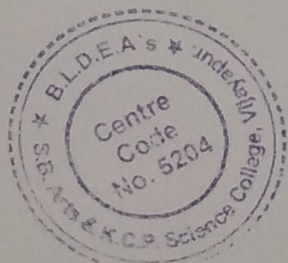
### Terms and Conditions

1. This DATA-STC is specifically meant for the Services as specified by the Customer in CAF. SICIPL shall provide the Services together with the SLA as agreed in Annexure-1 to this DATA-STC.
2. Upon the delivery of each Link (i) SICIPL shall notify the Customer to perform acceptance test and check the connectivity of the Link for verification and approval. Upon completion of the acceptance or verification tests, Customer shall issue and sign WCR for each Link to SICIPL in the agreed format. The billing of such Link(s) shall start from its Activation Date; (ii) if the Customer finds any issue in the acceptance test of any Link, the Customer shall convey the same in writing with details within 30 days from the delivery of such Link. The billing of such link(s) will be the date of rectification of the fault by SICIPL (iii) In the event the Customer does not issue the WCR post verification tests or respond back to SICIPL by written notice within such 30 days communicating any fault in the Link, WCR shall be deemed to be issued and Link shall be deemed accepted by the Customer. The billing of such Link(s) shall start from its Activation Date. All the Links shall be delivered in phased manner and billing of each Link shall start from the date of its activation.
3. The "Lock-in period" for the Services shall start on the activation date and continue for a minimum period of **18 months**. Upon expiry of Lock-in Period, the Services shall be renewed automatically for a further period of 12 months or as mutually agreed by both parties unless terminated by Customer or SICIPL by giving a 30 days' written notice in advance of its intention not to renew the Services prior to the end of the Lock-in period.
4. The Services shall be provided to the Customer on SICIPL selection of last mile connectivity basis availability and in case of any customer specific last mile provisioning, Customer shall bear the additional one time charges (OTC) and/or annual recurring charges (ARC) and/or increased Lock-in period. All SLA commitments are referred to in Annexure-1 and optimal service experience is subject to 80% link utilization. Service experience may be impacted in instances where link utilization exceeds 80%.  
Further, if SICIPL upgrades, downgrades or revise the rates for the Services on account of Customer's request any time during the existence of this Agreement, fresh period of Lock-in shall commence from the date of completion of such activity by SICIPL. For the purposes of any request of such upgrade, downgrade or rate revision Customer shall issue a new purchase order and agree for the fresh Lock-in period for a minimum period of 12 Months or as intimated by SICIPL.
5. Customer shall be bound to continue the Services till the completion of Lock-in period and pay the Charges on **Monthly advance** basis. The Onetime Charges shall be payable in advance along with the Purchase Order. Charges for the Services shall be exclusive of all taxes, including applicable GST, and shall be in accordance with the rates agreed and set forth in Annexure –
6. Customer may reasonably raise dispute in an invoice for any discrepancy found therein and promptly inform SICIPL in writing not later than 2 (two) days after receipt of invoice. Parties shall make all reasonable efforts to resolve such discrepancy in the invoice within fifteen (15) days of the date of receipt on notice by SICIPL.
7. Customer shall provide correct GST registration number and corresponding billing address to SICIPL. SICIPL shall not be responsible for any credit loss on account of incorrect information supplied by the Customer. Customer would be responsible to intimate SICIPL about any change in details related to its GST registration. Further, any information related to GST registration of the Customer would be considered only for invoices and/ or other documents to be generated after receipt of communication of such information.





8. In the event Customer desires to Exit from the Services, whole or in part, prior to the expiry of Lock-in Period, Customer shall inform SICIPL at least 30 days' in advance in writing and shall be liable to promptly pay the Exit Charges to SICIPL for such Link(s). After expiry of the Lock-in Period, Customer can make request for termination of any Link by serving 30 days' written notice.
9. Customer shall use the services for their internal consumption and shall not re-sell or re-lease the services unless customer carries a valid and appropriate licence and/or registration on this behalf from concerned statutory or regulatory authorities. Customer undertakes that the Telecom Resources provided by SICIPL shall not be used for any illegal call routing ensuring complete restriction of any cross flow of calls between public and private network. Any request of termination of Telecom Resources and/or change in logical partitioning from customer's end shall be within the prescribed guidelines of DoT vide its notification ref no. 18-1/2005-BSII dated April 19, 2006. Further, Customer shall keep SICIPL fully indemnified against any actions or omissions by the Customer while using the services, where such actions or omissions are against any applicable law or regulatory norms laid down by any statutory authority of the country.
10. If Customer wishes to leave or relocate its current premises for any reason whatsoever and requests for shifting of Link to new premises, then Customer shall submit the request to SICIPL at least 30 days in advance in writing of such relocation of Customer. SICIPL shall make all reasonable efforts to shift the Link so requested subject to techno-commercial feasibility compliance. Customer further agrees that shifting of Services shall be deemed to be on continuous basis and shall be allowed only within the same municipal limits of the city. Any shifting charges on account of additional cost/ incidental expenses incurred by SICIPL shall be charged to and borne by Customer on actuals. If Customer does not agree to pay the shifting charges or where such shifting is not possible due to techno-commercial feasibility reasons at SICIPL's end and Customer decides to leave such premises at its sole discretion and discontinue the Services, then the DATA-STC shall be terminated and Customer shall be liable to pay the Exit Charges if the Services are under Lock-in period. However, if Lock-in period has expired then Exit charges shall not apply in the event of such termination.
11. During Lock-in period, if Customer requests in writing for up gradation of Link, SICIPL shall make all reasonable efforts to upgrade the Link subject to techno-commercial feasibility compliance for the same location. Customer reserves the right to terminate the Link only upon receipt of SICIPL's written confirmation on failure to upgrade the Link due to sole reasons of techno-commercial feasibility and hence, liable to pay Exit Charges.
12. For the purposes of provisioning of Services, SICIPL may have to deliver, install and maintain equipment ("CPE") at Customer's Location. During the term of this "DATA-STC" or even thereafter the ownership of CPE shall vest with SICIPL and same shall be returned to SICIPL immediately with acceptable wear & tear, failing which, SICIPL shall have the right to recover the cost of the equipment from Customer. Customer shall neither have any right to transfer/sell/gift/assign, whatsoever the CPE nor shall be entitled to create any charge, lien, or to hypothecate and/or create any encumbrance, whatsoever on the same and SICIPL at its sole discretion may not allow termination of other network Links on its equipments.
13. The Safekeeping and Protection of CPE or possession shall be the responsibility of Customer. Such CPE shall not be removed/relocated/shifted/moved from one place to another by Customer and shall remain at the fixed location where it was installed originally. Customer shall ensure that proper earthing, UPS and other prerequisites for the CPE such as power and space are adequately provided.
14. The Customer shall allow authorized personnel/representatives of SICIPL to enter and remain upon its premises when necessary for discharging SICIPL's obligations under this Agreement (including for installation, repair, replacement, physical inspection and de-installation of the equipment).
15. Customer shall comply services acceptable usage policy as posted on SICIPL's website @ <https://www.supersonicbroadband.com>.
16. SICIPL shall, in its sole discretion and unconditionally, be entitled to suspend / disconnect / terminate the Services with prior notice to Customer in the event the SICIPL detects or suspects or has reason/s to believe or is advised by statutory agencies/authorities, that the Services provided hereunder is misused/used for illegal and unlawful purposes/carrying obnoxious messages etc.
17. Without prejudice to any other rights available to SICIPL under this DATA-STC, SICIPL reserves the right to terminate the DATA-STC, forthwith, in the following events of defaults:
  - i. Misuse of Services by the Customer;
  - ii. Breach of any of the terms and conditions of this DATA-STC or any Applicable Law(s) or cyber laws by the Customer;
  - iii. Failure to obtain or maintain any license/permission or the suspension or revocation of any license / permission necessary for the conduct to its business by the Customer;
  - iv. If required by any Applicable Law or Governmental / statutory authority or law enforcing agency which prohibits SICIPL to provide the Services to the Customer.

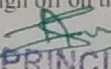




18. It is hereby clarified that if SICIPL resort to terminate the DATA-STC on the occurrence of either of the events mentioned above even during the Lock-in Period. Customer shall be liable to pay the Exit Charges together with all other incidental costs and expenses incurred by SICIPL.

19. During the Term and for a period of at least three (3) years thereafter (but in no event less than any time period required by applicable law, rule or regulation). Customer shall maintain and provide all invoices and supporting documents including the statement of accounts to SICIPL for such period as may be requested by SICIPL for the purpose of performing statutory/regulatory audit and reconciliation in order to resolve any payment disputes between both the parties.

The also agree that Customer shall cooperate with SICIPL for sign off on the outstanding amount every six months commencing from the date of raising of first invoice.

  
PRINCIPAL

B.L.D.E.A's S.B. Arts & K.C.P  
Science College, Vijayapur.

Signature of Authorized Signatory of Customer

Name of the Company/owner : BLDEA's S B ARTS AND KCP SCIENCE COLLEGE VIJAYAPUR

Name of Authorized Signatory : DR A S PUJAR

Designation : PRINCIPAL

Date:01/06/2020

Place:

VIJAYAPUR

