

**Addendum 1****ADDITIONAL TERMS AND CONDITIONS**

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This Addendum is part of the IP Transit Solution Service Schedule and describes certain applicable additional terms.

**1. UPGRADES NOTIFICATIONS.**

Supplier is not obliged to, but may, from time to time, provide notifications to Customer that upgrades and/or software patches have been made generally available by the vendor(s). The decision of whether to implement and install any such upgrades and/or patches is Customer's final decision. Supplier is not liable for any damage or harm caused by such actions or inaction.

**2. SERVICE LIMITATION.**

The Services are not warranted to operate uninterrupted or error free. New security threats are constantly evolving and no product or Service designed to provide protection from such threats will be able to insulate network resources from all security threats and vulnerabilities, and are no guarantee against unsolicited e-mails and undesirable internet content. The Solution is not fault tolerant and is not designed or intended for use in hazardous environments requiring fail-safe operation, including without limitation aircraft navigation, air traffic control systems, weapon systems, life-support systems, nuclear facilities, or any other applications in which product or Service failure could lead to death, personal injury, or property damage. Customer acknowledges that products or Services meant for testing, assessing, scanning or monitoring the security of network resources, including implementation and deployment, may disclose or create problems in the operation of such resources; therefore, Customer and its employees and agents represent and warrant that (i) they are fully authorized by the Customer and the owners of the network resources to enter into this Agreement and each Order Form, and (ii) they and the owners of such network resources understand and accept the risks involved which in some circumstances could include without limitation, down time, loss of connectivity or data, system crashes or performance degradation.

**3. THIRD PARTY PRODUCTS.**

Use of third party product(s) supplied as part of Solution is subject to the manufacturer's terms and conditions which will be provided to Customer upon delivery. Supplier will pass any third-party product warranties through to Customer to the extent Supplier is authorized to do so. Customer agrees to indemnify Supplier against any claims made by third parties with respect to Customer's misuse of third party product(s) supplied hereunder.

**4. SERVICE SCHEDULE CHANGE.**

Supplier may change, amend or revise the terms and conditions of this Schedule as and when necessary to comply with statutory, legal or regulatory requirements and Customer agrees to abide by such modified terms. Such changes or revisions shall be deemed effective upon posting an updated and duly dated service level agreement to the Customer via email, fax and/or posting on Supplier's website.

**[End of Addendum]**



## Addendum 2

### DEFINITIONS

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This Addendum is part of the IP Transit Solution Service Schedule and describes defined terms used in that document. In the event of a conflict between any terms in this Addendum and definition in the MSA/General Terms and Conditions governing the Agreement, the definitions in this Addendum shall govern.

**"Business Day"** shall mean a day (other than a Saturday, Sunday or public holiday) on which commercial banks are generally open for business in the country where the Service is being provisioned.

**"Billing Month"** means thirty (30) days multiplied by twenty-four (24) hours or seven hundred and twenty (720) hours.

**"Cable"** means any undersea cable system, or terrestrial cable system, or a combination thereof over which the international circuit is provided by the Supplier or Supplier's third-party service provider.

**"Full Circuit"** means an international circuit provided by Supplier from one endpoint A to another endpoint Z, which may include Supplier licensed end point(s) and/or Supplier's third party service provider licensed end point(s). Full Circuit is available as Protected or Unprotected.

**"Half Circuit"** means an international circuit in which Supplier is providing only a half circuit from endpoint A to either the theoretical mid-point or border and Customer is responsible to provide the other half to endpoint Z.

**"Monthly Recurring Charge (MRC)"** means the fixed minimum monthly charges for access and/or bandwidth paid by Customer for the Service and excludes taxes and all other fees which might be charged to Customer, such as, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives.

**"Protected Circuit"** means an international circuit provisioned with an unprotected access handoff and network protection.

**"Planned Outage"** means any impact on Service resulting from maintenance actions requested by or attributed to the Customer or from scheduled or routine Supplier maintenance operations.

**"Traffic Mix Service"** means the IP Transit Service provided by Supplier where Customer shall commit to a predefined traffic pattern as more fully described in the Order Form to which this Service Schedule is attached.

**"Service Credit"** means a credit to be granted by Supplier to Customer in accordance with the terms of this Service Schedule.

**"Supplier Backbone Network"** means Supplier owned and operated Internet Protocol (IP) routing infrastructure consisting solely of selected Designated POPs at which Supplier has installed measurement devices.

**"Trouble Ticket"** means the method specified by Supplier to be used by the Customer for advising Supplier of a perceived non-compliance with the target objectives set out in this Service Schedule.

**"Unprotected Circuit"** means an international circuit provisioned with an unprotected access handoff and no network protection

[End of Addendum]



**Addendum 3****TERMS AND CONDITIONS FOR MANAGED CPE SERVICES**

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This Addendum 3 is part of IP Transit Service Solution. Where Customer has subscribed for Managed CPE Services option, following additional terms and conditions shall apply:

**1. Installation & Commissioning of Managed CPE.**

- 1.1 For the purposes installation and configuration of the Managed CPE at each Site, Customer shall provide information about the Site by completing and returning to Supplier the site readiness survey form. Supplier may postpone the estimated delivery date, without penalty, where Customer's delay in providing information on the readiness of the site.
- 1.2 Supplier shall reasonably endeavor to:
  - 1.2.1 Give at least 3 business days' notice of the installation date of the Managed CPE (which shall not be earlier than the date agreed between the Parties) including the hours during which Supplier requires access to the Customer Premises (which shall be during Business Hours unless Customer otherwise agrees) and any special site-access requirements;
  - 1.2.2 Deliver the Managed CPE to the Site, by express land transport at Supplier's cost. Supplier may deliver the Managed CPE to the Site prior to the installation date, in which case Customer shall store the Managed CPE in a secure location;
  - 1.2.3 Unpack and inventory the Managed CPE;
  - 1.2.4 Install the Managed CPE in accordance with the Site Plan;
  - 1.2.5 Connect electrical power to the Managed CPE and validate the expected equipment boot sequence;
  - 1.2.6 Install the Operating System Software ordered with the equipment;
  - 1.2.7 Test the Managed CPE against the ready for function criteria provided by Customer, such criteria to be reasonably acceptable to Supplier; and
  - 1.2.8 Establish connectivity between the Managed CPE and the Service.
- 1.3 Supplier is not responsible for:
  - 1.3.1 Any inability to meet ready for function criteria provided by Customer, where the Managed IP Transit requirement information provided by Customer is inaccurate or incomplete;
  - 1.3.2 Any customization of software or any installation of software other than the Operating System Software ordered;
  - 1.3.3 Resolving Operating System Software or Managed CPE hardware problems caused by third-party products, or by factors beyond Supplier's reasonable control;
  - 1.3.4 Providing any hardware, unless separately ordered by Customer, required to run new or updated Operating System Software;
  - 1.3.5 The condition and maintenance of the Site and, the installation and maintenance of all in-premises cabling, including cabling from the NTU to the Customer Equipment or Managed CPE, which are Customer's sole responsibility.
- 1.4 Customer shall prepare, at its own cost, a Site Plan which complies with the Site Readiness Survey Form and the Site Specifications. Customer shall provide a draft Site Plan to Supplier at least 7 Business Days' prior to the estimated delivery date. Customer shall make any changes reasonably requested by Supplier. If Supplier has not responded within 5 Business Days of receiving the Site Plan, Supplier will be deemed to have accepted it.
- 1.5 Customer shall provide, at its cost, the assistance Supplier reasonably requires to provide the Managed CPE Service, including to:
  - 1.5.1 Designate a coordinator who shall be available during the installation and commissioning of the Managed CPE and shall have sufficient authority to make decisions on behalf of Customer;
  - 1.5.2 Give Supplier employees, agents access (including escorted access if required) to the Customer Premises to install, maintain, repair, replace and remove the Managed CPE and any associated cabling and other equipment;
  - 1.5.3 Clearly label all existing telecommunications and computer cabling at or near the Customer Premises or which will be near cabling to be installed for the Managed CPE or the Associated Supplier Service;
  - 1.5.4 Ensure that, during installation and commissioning and, if required by Supplier, Onsite Support Services, technical personnel are present who are knowledgeable about the systems at the Site.
- 1.6 If the installation date is re-planned: i) at the request of Customer on less than 7 business days' notice, or ii) because the Customer Premises is not ready or Supplier is unable to gain access to the Customer Premises, or iii) for other reasons' attributable to Customer, then Customer will incur a rescheduling fee equal to 100% of Supplier's standard installation charge for a similar Customer Premises.

Supplier may not be able to reschedule installation to a date requested by Customer, if Customer gives less than 7 business days' notice.

## **2. Customer Responsibilities for Managed CPE.**

Customer shall:

- 2.1 Comply with all applicable statutory regulations;
- 2.2 Take, and ensure that relevant third parties take, all reasonable steps to ensure the security and safety of the Managed CPE and Supplier employees, agents and contractors accessing the Customer Premises;
- 2.3 Notify Supplier immediately of any damage, fault, theft or loss of the Managed CPE;
- 2.4 Not allow a third party or its employees to, alter, tamper with or attempt to repair the Managed CPE;
- 2.6 Comply, and ensure Supplier's ownership of the Managed CPE is protected;
- 2.7 Give Supplier not less than three (3) Business Days written notice of anything in the configuration of the Managed CPE or connected systems which may affect the functioning of the Managed CPE or Fault detection or rectification by Supplier; and
- 2.8 Not connect, and shall ensure that third parties do not connect, the Managed CPE to any other equipment or service except as expressly authorized by Supplier.

## **3. Service Term for Managed CPE.**

- 3.1 The minimum commitment period shall be 36 months from the Service commencement date for Managed CPE on rental.
- 3.2 The Service Term of the Managed CPE Services provisioned pursuant to each Customer Order will commence on the applicable Service commencement date and end on termination of the Associated Supplier Service, unless the Managed CPE Service Terms are terminated earlier in accordance with the terms herein.
- 3.3 Supplier shall not be liable for any claim based upon the combination, operation or use of any Managed CPE with Customer equipment, or any other equipment, devices or software not supplied by Supplier or a Supplier subcontractor providing the Managed CPE. Supplier shall not be liable for any claim based upon alteration or modification of any Managed CPE supplied hereunder.
- 3.4 Regardless of any other provision of this Service Schedule, neither Supplier nor a Supplier subcontractor providing the Managed CPE shall be liable for any claim based on Customer's use of the Managed CPE as shipped if:
  - 3.4.1 Supplier or a Supplier subcontractor providing the Managed CPE has informed Customer of modifications or changes in the Managed CPE required to avoid such claims;
  - 3.4.2 Supplier or the Supplier subcontractor providing the Managed CPE has offered to implement those modifications or changes; and
  - 3.4.3 Such claim would have been avoided by implementation of Supplier suggestions or the suggestions of a Supplier subcontractor providing the Managed CPE.
- 3.5 The Company acknowledges that Customer is only licensed to use, and will ensure its Customers only use, the Operating System Software on the Managed CPE and shall not and shall ensure its Customers do not:
  - 3.5.1 Copy, in whole or in part, the Operating System Software or associated documentation;
  - 3.5.2 Modify the Operating System Software, reverse compile or reverse assemble all or any portion of the Operating System Software;
  - 3.5.3 Rent, lease, distribute, sell or create derivative works of the Operating System Software.
- 3.6 Customer acknowledges that, during the term of supply of Managed CPE to Customer, Customer may obtain intellectual property of, or other information of a confidential and proprietary nature, of Supplier, the Supplier subcontractor or Supplier's agents or contractors (Proprietary Information). Customer shall, and shall ensure customers shall at all times, during the term of this Schedule and for a period of at least 3 years after termination, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information, other than to carry out its obligations and rights under this Solution Agreement or the customer service contract (as the case may be) with respect to the Managed CPE. Customer shall not disclose any such Proprietary Information without Supplier's prior written consent. Customer shall immediately return to Supplier or other party as directed by Supplier all Proprietary Information (including copies) in it or its customer's possession, custody or control upon termination of Customer service contract at any time and for any reason.

## **4. Support Service Levels for Managed CPE.**

- 4.1 If Supplier fails to install and make operational the Managed CPE by the agreed delivery date for the Managed CPE Service, the Service Credit shall be calculated on the same basis as the Service Credits are calculated for the Service, with the Managed CPE was ordered by Customer, over the same period of delay. The applicable Service Credit rate will depend on the Service Credit rate as defined herein.
- 4.2 For Sites that are within 50 kilometers from the nearest location as specified in the Service Description, Supplier shall use its reasonable efforts to provide the On-Site Support Services in accordance with the Service Level specified by Customer in the Customer Order.

**4.3** Where applicable, appropriate for the ordered Service option, Supplier shall provide the following on-site Support Services at Site: i) investigation and repair of reported physical faults in accordance with fault service availability and response times set out in the Service Schedule or Order Form, and ii) supply of parts and materials used in undertaking this work, and installation of all mandatory engineering and factory change notices issue by supplier.

**4.4** Customer shall pay Other Charge if Customer reports a Fault but Supplier determines that there is no problem or that the problem is not a Fault covered by Supplier services or Customer requests other assistance which is not within the Support Services.

**5. General Terms & Conditions for Managed CPE (Router).**

**5.1** Delivery: Within 6 to 8 weeks from the receipt of signed Order Form.

**5.2** Customer shall pay the Ancillary Charge if Supplier, at Customer's request, provides the Support Services, installation, configuration and testing, or undertakes other work at a Customer Premises: i) outside Business Hours (Business Hours are from 9:00 am to 5:00 pm on Weekdays) (except where required by the Service Levels), and ii) in the case of installation, removal or replacement of Managed CPE, which is more than 50 kilometers away from the office as specified by Supplier.

**5.3** Discounts will be applicable on the prevailing tariff for the year. If the tariff undergoes any change during the course of the year, the discount will be accordingly calculated for the year.

**5.4** Goods and Sales Tax at applicable rates and other such taxes, duties, fees etc. shall be payable over and above chargeable tariff.

**5.5** Any taxes applicable at the time of contracting shall be extra on actual.

**6. Payment terms, Delivery Terms & Warranty terms for Managed CPE.**

**6.1 Payment Terms:**

**6.1.1** Non-Recurring charges paid in advance.

**6.1.2** AMC Charges (In case of Customer owned Router) 100% in Advance.

**6.1.3** Hardware recurring Charges. The billing cycle for CPE will be linked to the billing cycle of Service (Billing cycle can be Monthly, Bi Monthly or Quarterly).

**6.2 Terms for Out-right sale:**

**6.2.1** Standard Warranty: 1 Year on sale.

**6.2.2** Prices quoted are inclusive of handling, freight forwarding, installation, and commissioning and exclusive of Taxes, which would be at actuals. All Taxes and other local levies to be charged extra as applicable.

**6.2.3** Road permits wherever applicable shall be provided by Customer.

**6.2.4** If the Product is not under Warranty or AMC, Supplier shall not be responsible for the maintenance of any hardware.

**6.3 Payment terms for Rental:**

**6.3.1** The minimum commitment period for Managed CPE shall be 3 years. In case of the pre-mature termination of the rental contract, Customer shall be liable to pay the rentals for the remaining period.

**6.3.2** Prices quoted are inclusive of handling, freight forwarding, installation, and commissioning and exclusive of Taxes, which would be at actuals. All Taxes will be charged extra as applicable.

**6.3.4** All upgrades (Patches and Bug-fixes with suitable notice period as recommended by OEM) in the system software and utilities shall be done free of cost during warranty / AMC period.

**7. Additional Terms and Conditions For providing CPE.**

**7.1 Equipment:** The Parties acknowledge the Equipment offered for sale to Customer under the Solution Agreement was manufactured by third parties (each a "Manufacturer") and that Supplier is acting only as a reseller with respect to the sale of the Equipment to Customer. Customer's use of the Equipment is subject to the terms and conditions of each Manufacturer's end user agreement for the Equipment, if any. Risk of loss in connection with the equipment will pass to Customer upon delivery of the Equipment to Site.

**7.2 Invoicing and Delivery:** Title to the Equipment will remain with Supplier until Customer has paid for the Equipment in full. Supplier will use reasonable endeavors to deliver the Equipment by any agreed delivery date. Customer agrees that any agreed delivery date will be an estimate only and in no event will Supplier be liable for increased cost, loss of profit or goodwill or any other incidental or consequential damages due to late delivery of the Equipment.

**7.3 Warranty:** Customer will be entitled to any applicable specifications and warranty policies with respect to the Equipment provided by the relevant Manufacturer. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

**7.4 Software:** Title in any software resident in the Equipment or otherwise provided under the Solution Agreement and associated documentation (the "Software") remains at all times with the licensor and use of such software must be in accordance with the

accompanying license agreement. If there is no accompanying license agreement, the Software is provided pursuant to a personal, non-exclusive, non-transferable sub-license to use the Software, in object code form only, solely in connection with the Equipment for the internal business purposes of Customer. Customer shall not: (a) directly or indirectly, copy the Software, (b) modify or permit any person to modify the Software or any part thereof, (c) make the Software available by "bulletin boards", Web sites, intranets, on-line services, remote dial-in, or network or telecommunication links of any kind, (d) assign, sell, license, sub-license, or otherwise transfer the Software or use the Software, in whole or in part, other than as permitted herein, (e) reverse engineer, de-compile, disassemble, modify or otherwise attempt to derive the source code of the Software. Customer agrees to use its best endeavors to protect and hold in confidence such Software and documentation in secure places, under access and use restrictions not less strict than those used by Customer to protect its own similar, valuable information.

- 7.5 Export Regulations:** Customer will comply in all respects with any governmental laws, orders or other restrictions on the export or re-export of any of the Equipment provided by Supplier (including any related documentation) that may be imposed from time to time by any applicable governmental authority.
- 8. Change Management.** Supplier will perform any agreed change as per agreed specifications between the two parties. Customer must raise a change management request stating the reason for change, category (Critical/normal as defined by customer) of change, type of change and the impact on the Customer ILL Services. The change request will follow the normal change management process as communicated from Supplier to Customer.

[End of Addendum]

