

Addendum 1**ADDITIONAL TERMS AND CONDITIONS**

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

1. DISCLAIMERS AND RESTRICTIONS.

- 1.1 Items for Which Supplier is Not Liable.** SUPPLIER WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES; HOWEVER, SUPPLIER DOES NOT GUARANTEE THE SECURITY OF CUSTOMER'S NETWORK AND/OR DATA AND SHALL HAVE NO LIABILITY IN CONTRACT, TORT OR OTHERWISE FOR ANY CLAIM ARISING FROM OR BASED ON UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S FACILITIES, EQUIPMENT OR DATA FILES.
- 1.2 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.
- 1.3** Supplier shall not be liable for any service failures or delays (including without limitation, delays in provisioning and implementation) resulting from inaccurate or incomplete data or information provided by Customer.

2. PROBLEM REPORTING (TICKET OPENING) AND PROBLEM RESOLUTION (TICKET CLOSING).

Supplier maintains regional corporate helpdesks at Supplier's main Internet nodes. For reporting any SLA related problem to Supplier, Supplier adopts ticketing system. Customer has to call up the respective regional corporate helpdesk and report the problem as faced by it. Customer shall provide all relevant details like the unique circuit I.D provided by Supplier at the time of circuit commissioning, billing code, the exact way by which Customer concluded that problem exists, CPE details, contact details of the person in case they are different from the ones in the Supplier database and any other information which shall be helpful in resolving the problem or SLA claim settlement. The ticket number as allotted by the system will be issued to the Customer. Customer needs to quote this ticket number to know the status of his query until the ticket is closed. The ticket shall be closed by Supplier on a phone call to Customer. In case of unavailability of Customer, it will be communicated and recorded through an e-mail to Customer and closed.

This ticket number will be the reference database for SLA claim process. It is reiterated that any such claim without a ticket number will not be accepted by Supplier for SLA settlement. Supplier maintains a 24X7 helpdesk.

3. 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.

4. 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.

5. 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

This Addendum is part of the IPL 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.

"Cable" shall mean any undersea cable system, or terrestrial cable system, or a combination thereof over which the International Private Line (IPL) service is provided by the Supplier or Supplier's Third Party Service Provider.

"Calendar Day" shall mean a day including Saturday, Sunday & public holiday or any day of the week specifically mentioned.

"CLS" stands for cable landing station. It is a facility where underwater or international terrestrial cable makes landfall.

"Customer Premises" shall mean the location or locations occupied by Customer or its end users to which the Service is delivered.

"Demarcation Point" means for each designated point, Supplier's Fiber Distribution Frame/Digital Distribution Frame at Supplier's POP.

"Minimum Point of Entry" or "MPOE" shall mean the closest practical point to where a telecommunications Customer's fiber-optics and/or copper cablings enters a building or multi-unit building (also known as a telecom closet).

"Month" shall mean the period beginning at 12:00AM Greenwich Mean Time ("GMT") on the first day of a calendar month and ending 12:00AM GMT on the first day of the next calendar month.

"Off-Net Service" shall mean an International Private Line (IPL) service which either originates and/or terminates to a location other than on the Supplier Network.

"On-Net Service" shall mean an International Private Line (IPL) service that both originates and terminates to a location which is on the Supplier Network.

"Point(s) of Presence" or "POP(s)" shall mean the location in a country/city/town where Supplier has set up its connectivity infrastructure for providing its Service as International Private Line Operator.

"Planned Maintenance" shall mean any preventative, routine or scheduled maintenance which is performed with regard to the Service, the Supplier Network or any component thereof, which Supplier or its agents reasonably believe is necessary in order to prevent or remedy a defect which may affect Customer's use or access to the Services. Supplier shall endeavor to give Customer at least seven (7) days' notice of any Planned Maintenance event.

"Service" shall mean point to point connectivity service, including within domestic or metro segments (other than within India), between two locations provided by making use of undersea cable system, or terrestrial cable system, or a combination of both.

"Service Unavailability" shall refers to a period during which Service Availability is affected due to Break in Transmission (defined herein below), reported to and confirmed by Supplier's Customer Service Centre in accordance with the ITU-T Standard G.828. "A break in transmission is considered to be a period of unavailable time or where 10 consecutive severely errored seconds have been observed. These 10 seconds are considered to be part of unavailable time. The end of an unavailable time period is declared when 10 consecutive seconds without any severely errored seconds has been observed. These 10 seconds are deemed to be available time."

"Third Party Service Provider" is an organization that provides some auxiliary service, which is not supported by the Supplier's Network to its customer either due to diversity needs, network limitation or any other limitation.

[End of Addendum]

