# Addendum 1

# ADDITIONAL TERMS AND CONDITIONS

This Addendum is part of the Service Schedule for the Global Virtual Private Network Service Solution and describes certain applicable additional terms.

**1. Disclaimers and Restrictions.**

**1.1 Items for Which Supplier is Not Liable**: SUPPLIER SHALL USE COMMERCIALLY 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. Installation and Commissioning of CPE.** For the purposes of installation and configuration of the CPE at each Customer Site, Customer shall provide information about the Customer Site.

**2.1** Supplier shall use reasonable endeavors to:

**2.1.1** Give at least 3 Business Days' notice of the installation date of the 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.

**2.1.2** Deliver the CPE to the Customer Site, and if delivered prior to the installation date Customer shall store the CPE in a secure location.

**2.1.3** Unpack and inventory the CPE; Install the CPE in accordance with the Site Plan; Connect electrical power to the CPE; Validate the expected equipment boot sequence; Install the operating system software ordered with the equipment.

**2.1.4** Test the CPE against the ready for function criteria provided by Customer as relevant to the ordered service, such criteria to be reasonably acceptable to Supplier.

**2.1.5** Establish connectivity between the CPE and the Associated Service.

**2.2** Supplier is not responsible for:

**2.2.1** Any inability to meet ready for function criteria provided by Customer, where the Internet access requirement information provided by Customer is inaccurate or incomplete.

**2.2.2** Any customization of software or any installation of software other than the operating system software ordered.

**2.2.3** Resolving operating system software or CPE hardware problems caused by third-party products, or by factors beyond Supplier's reasonable control.

**2.2.4** Providing any hardware, unless separately ordered by Customer, required to run new or updated operating system software.

**2.2.5** The condition and maintenance of the Customer Site and, the installation and maintenance of all in-premises cabling, including cabling from Customer's NTU to the Customer Equipment or CPE, which are Customer's sole responsibility.

**2.2.6** Any configuration of CPE unless ordered under appropriate service option.

**2.2.7** In-building cabling from the MUX to CPE, where CPE is not provided by Supplier.

**2.3** Customer shall provide, at its cost, the assistance Supplier reasonably requires to install and commission the CPE, including to:

**2.3.1** Designate a coordinator who shall be available during the installation and commissioning of the CPE and shall have sufficient authority to make decisions on behalf of Customer.

**2.3.2** Give Supplier employees, agents access (including escorted access if required) to the Site to install, maintain, repair, replace and remove the CPE and any associated cabling and other equipment.

**2.3.4** Clearly label all existing telecommunications and computer cabling at or near the Site or which shall be near cabling to be installed for the CPE or the Associated Service.

**2.3.5** Ensure that, during installation and commissioning and, if required by Supplier, technical personnel are present who are knowledgeable about the systems at the Site.

**2.4** If the installation date is rescheduled at the request of Customer on less than 7 Business Days' notice; or because the Site space is not ready or Supplier is unable to gain access to the Site premises; or for other reasons attributable to Customer; then Customer shall incur a rescheduling fee equal to 100% of Supplier's standard installation charge for a similar Site. Supplier may not be able to reschedule installation to a date requested by Customer if Customer gives less than 7 Business Day notice of that requested date.

**3. Problem Reporting (Ticket Opening) and Problem Resolution (Ticket Closing).**

**3.1** Supplier maintains service 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 service 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 shall be issued to 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 shall be communicated and recorded through an e-mail to Customer and closed.

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

**4**. **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 shall 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 Customer and the owners of the network resources to enter into this Solution 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.

**5. Third Party Products.** Use of third party product(s) supplied as part of Solution is subject to the manufacturer's terms and conditions which shall be provided to Customer upon delivery. Supplier shall 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.

**[End of Addendum]**

# Addendum 2

# Definitions

This Addendum is part of the Service Schedule for the Global Virtual Private Network Service Solution 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 Solution Agreement, the definitions in this Addendum shall govern.

## 1. DEFINITIONS

"**Business Day**" means any day other than the weekend (as locally commonly understood) or a day which is a public holiday, in both cases, in the country where the Service is provided.

"**Business Hour**" means any hour from 9am to 5pm on a Business Day.

"**Bandwidth on Demand ('BOD')**" means upgrade for a specified duration of committed fixed/base bandwidth ordered by the Customer.

**"Bandwidth on Demand Order"** means BOD ordered by the Customer through an online self-service portal by Customer or activated by the Supplier on the Customer's demand for a specific duration as ordered by Customer. The said bandwidth shall get upgraded on the specific date and time ordered by the Customer in accordance with the BOD Schedule and shall be restored to original committed fixed/base bandwidth required by Customer on the end of such BOD Schedule.

**"BOD Schedule"** means the duration (start and end) of the Bandwidth on Demand which has been ordered by the Customer using the online self-service portal of the Supplier with start, end date and time including bandwidth to be upgraded during the schedule.

**"BOD Downtime"** means the event in which Customer is unable to get the BOD bandwidth (upgraded bandwidth) during BOD Schedule.
"**Class of Service**" or "**CoS**" means the priority of the IP packets that can be set and sent to Supplier Network as part of the GVPN Service Class of Service package ordered by Customer as set out in the Order Form. CoS values can be a combination of CoS 1, 2, 3, 4, 5 or 6. The different Class of Service determines different prioritization of the VPN traffic on the Supplier Network.

"**Change Request**" means a formal proposal submitted to modify any aspect of a project, system, product, or process after its initial scope, design, or baseline has been approved

"**Cloud Service Provider**" or "**CSP**" means a so-designated third party with which Supplier interconnects at a SAP.

"**Customer Premises Equipment**" or "**CPE**" means equipment provided by Customer or Supplier and used in conjunction with the Supplier Network in order to receive or interact with the Service.

"**CPE OS Management**" is a service that enables Customer to upgrade and manage CPE Operating System version in line with periodic OEM releases.

**"Customer"** means Customer entity that executed the relevant Order Form to receive the Services.

**"Ready For Service Date**" or "**RFS Date**" means, as detailed in section 2(a), Part A of Annex A forming part of the Service Schedule.

"**Customer Location Site**" means the physical premises or geographical location where a customer's services, equipment, or infrastructure are installed, used, or maintained. It serves as the point of delivery or operation for products and services provided by a vendor or service provider.

**"DSL"** is a standard transmission technology used to provide data communication (e.g. ADSL, SDSL) circuits over copper wires.

"**End to End Monitoring**" or **"E2E"** means the monitoring of the Service level targets from the Customer Site to another Customer Site including Local Loop and CPE.

"**Extended Access Service**" or "**EAS**" is a Service for Customer that establishes an IP VPN connectivity from a Customer Site to a Customer's GVPN network. It includes a Local Loop with Internet connectivity and a Managed CPE that is provided by Supplier (or a third-party provider to Supplier). The IPSec protocol is used to securely tunnel Customer traffic from the Managed CPE located at the Site across the public Internet to a Service gateway. EAS service does not support Performance Functions.

**"Enhanced Process support**" means to the implementation of improved tools, resources, workflows, or methodologies that optimize the efficiency, consistency, and quality of business or technical processes.

**End of Software Support** means to the date or point in time when a software vendor or developer ceases to provide official support for a specific version or release of a software product.

**"Event based support"** means a reactive or proactive support model where assistance, resources, or actions are triggered in response to specific predefined events or incidents within a system, service, or business process.

"**Fault Isolation**" means the process of finding the cause of an identified or reported fault so as to take corrective measures.

"**Fault Reporting**" means the process of reporting or notifying about an identified fault with reference to the SAP of a Service by Supplier to Customer.

**Field Engineer's Physical Visit** means the on-site presence of a technical engineer at a customer location, network site, or equipment installation point to perform tasks that cannot be completed remotely. These visits are typically required for hands-on troubleshooting, equipment installation, repair, maintenance, or inspection.

"**GVPN Port**" means a VPN access point located at a PoP, which is connected to the Supplier Network via a provider edge router.

**"IPSec"** or "**Internet Protocol Security**" means a set of IP security standards used with a Local Loop that traverses the Internet and hence does not support the Performance Functions

**"Local Loop"** means connectivity between a Supplier PoP and the associated Site; Site connectivity with two Local Loops is designated "Dual Local Loop"

"**Mast**" means a ground-based or rooftop structure that supports antennas at a height where they can satisfactorily send or receive signals for setting up the Local Loop by Supplier.

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

"**Monthly Recurring Charge**" or "**MRC**" means the monthly recurring charges for the Service (at a SAP) as set out in the Order Form.

"**Mean Time to Restore**" or "**MTTR**" is the averaged time to restore service at a particular SAP from more than one incidents each causing Service Unavailability; The duration of all Qualified Downtime is totaled at the end of the billing month and is divided by the total number of associated Trouble Tickets opened by Customer for that month.

"**Network Monitoring**" means the monitoring of the Service level targets from the Supplier Network excluding Local Loop and CPE.

"**Non-Recurring Charge**" or "**NRC**" means the one-time non-recurring charges to be made by Supplier for installing, commissioning and provisioning of the Service (at a SAP) as set out in the Order Form.

"**Outage**" mean any event or circumstance (other than an Excluded Events) that results in a complete break in transmission of the packets into Customer's port.

"**Outage Classifications**" is defined as the priority as it relates to the severity of a particular Service Outage as defined in section 7 of the Appendix

"**Packet Delivery**" means the successful delivery of accepted IP packets, marked with specified COS, to a SAP.

"**Performance Functions**" means the functionality required of Supplier to offer CoS and RTD, PDR and Jitter service level targets.

"**Physical Break/Fix**" means rectification of the CPE hardware in co-ordination with the CPE vendor, and rectification of the Local Loop fault in co-ordination with the Local Loop Provider.

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

"**PoP**" means Supplier's Point of Presence; Single PoP means a Service supplied from one PoP, Dual PoP means a Service with Redundant option such that the SAP is connected to two distinct Supplier PoPs acting together.

"**Proactive Notification**" means Supplier, using SNMP, shall monitor in-band the reachability of the CPE and proactively dispatch a notification to Customer of unreachability. Supplier targets to identify and notify not less than 90% of such incidents with 15 minutes.

"**Qualifying Incident**" shall mean an incident other than for an Excused Outage for which Customer raises a Trouble Ticket and which are confirmed by Supplier as a fault or Service degradation or an incident where a Trouble Ticket is raised by Supplier.

"**Qualified Down Time**" means the duration recorded by Supplier of a Qualifying Incident which is characterized by Supplier as a Severity 1 fault.

"**Redundant**" means a service configuration under which the Service is provided via two CPE and dual Local Loop such that there is no change in available performance functions nor generation of a Severity 1 Qualifying Incident should one Local Loop or CPE or in the case of dual PoPs 1 PoP fail.

"**Resilient**" means a service configuration under which the Service is provided via dual Local Loop one of which does not support performance functions, such that failure of either Local Loop may cause the suspension of performance functions but not a Severity 1 Qualifying Incident.

"**Routine**" means a service configuration under which the Service is provided via a single Local Loop and CPE.

"**Service Access Point**" or "**SAP**" means the logical or physical element which acts as the demarcation point between Customer's or CSP's domain and Supplier's domain, representing the point at which Service is available and specific Service level targets may be measured.

"**Service Credits**" means credits provided by Supplier to Customer for Service Unavailability or failure to meet other Service Level Targets as set out herein.

"**Service Gateway**" means the designated Supplier EAS router terminating the IPSec tunnels and mapping IP traffic from the corresponding remote Customer Site(s) to the GVPN Service network.

"**Service Level Reports**" means the performance reports of various Service level parameters, generated by Supplier from its performance measurement system, as ordered by Customer as set out in the Order Form.

"**Service Level Target**" or "**SLT**" means the offered minimum level of performance for the relevant parameter and its associated support and service credit(s). Three SLT variants are offered for GVPN service viz: Premium, Standard, Basic. The SLT variant, qualifying for a SAP, is a function of Tier of city/country, local loop configuration ordered by customer and service performance parameters targeted by Customer.

**"Service Outage"** means an instance at a SAP (other than an Excused Outage) of unsuccessful Packet Delivery to all other SAPs on the VPN which results in Service Unavailability.

**"Service Schedule"** means the service schedule for Global Virtual Private Network Solution.

"**Service Unavailability**" means Qualified Down Time at a SAP.

"**Site**" shall mean a site owned or controlled by Customer or end user where the SAP is located.

**"Supplementation"** means an amendment to the Order Form which may include upgradation of internet bandwidth, addition / removal of: IP subnets etc**.**

**"Supplier"** means Tata Communications entity that has executed the relevant Order Form to provide the Services**.**

"**Throughput**" means Packet Delivery.

"**Tier 1**", "**Tier 2**", "**Tier 3", "Tier 4**" means a PoP in a country or city so listed in the Appendix or Order Form.

"**Time To Restore**" or "**TTR**" means, at a particular SAP, the total time taken to restore service from an incident causing a Service Unavailability having a Trouble Ticket opened by Customer.

"**Trouble Ticket**" means the official method used by Customer to advise Supplier of a potential Service Outage.

"**VPN**" means virtual private network.

"**VNF(s)**" means a software implementation of a network function that traditionally ran on dedicated hardware. VNFs run on virtualized infrastructure (e.g., virtual machines or containers), often hosted on white box hardware.

"**WAN Interface**" means the physical interface of the CPE, at which the Local Loop is terminated, connected to the Supplier Network.

"**White Box(es)**" means a generic, vendor-neutral hardware device—usually a standard x86-based server or network appliance—that can run software-based network functions. Unlike proprietary hardware, white boxes are cost-effective, flexible, and open-standard, allowing service providers to avoid vendor lock-in.

**[End of Addendum]**