

PRIVATE LINE - WEB MODULE

Annex 1 - Definitions

This Addendum is part of the Service Schedule for Private Line 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.

1. **DEFINITIONS**

Terms used herein but not otherwise defined shall have the same meanings ascribed to them in the General Terms and Conditions for Delivery of Service(s) or the Master Services Agreement.

- 1.1 **“Annual Contract Value” or “ACV”** refers to the most recent twelve (12) months of charges collected by Supplier pursuant to the applicable Order Form signed between the Parties for ordering Private Line service giving rise to any liability.
- 1.2 **“Affected Service”** refers to the Service experiencing a performance issue or Outage.
- 1.3 **“Break in Transmission”** shall mean a period of unavailable time or where ten (10) consecutive severely errored seconds have been observed. These ten (10) seconds are considered to be part of unavailable time. The end of an unavailable time period is declared when ten (10) consecutive seconds without any severely errored seconds have been observed. These ten (10) seconds are deemed to be available time.
- 1.4 **“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.
- 1.5 **“Cable”** shall mean any undersea cable system, or terrestrial cable system, or a combination thereof over which the Private line Line (PL) service is provided by the Supplier or Supplier's Third Party Service Provider.
- 1.6 **“Calendar Day”** shall mean a day including Saturday, Sunday & public holiday or any day of the week specifically mentioned.
- 1.7 **“CLS”** stands for cable landing station. It is a facility where underwater or international terrestrial cable makes landfall.
- 1.8 **“Committed Ready for Service Date” or “CRFS Date”** refers to the date on which the Supplier has committed to deliver a service ready to be used by the Customer.
- 1.9 **“Committed Bandwidth” or “Committed Information Rate” (“CIR”)** refers to the maximum traffic Throughput of the Service, including Ethernet frame overheads. Bandwidth shall be managed at the IEEE 802.3 defined MAC layer immediately prior to ingress transmission into the Supplier Network. Throughput shall vary based on the ordered bandwidth amount, service frame size used by customer, and the port speed deployed.
- 1.10 **“Committed Burst Size” or “CBS”** is as defined by the Metro Ethernet Forum (“MEF”). Supplier limits the CBS at the ingress by setting the burst period, the time allowed for a customer to burst at the full line rate, to a maximum of 8 milli seconds. Customer must use shaping on its traffic going into the Supplier Network.
- 1.11 **“Customer Premises”** shall mean the location or locations occupied by Customer or its end users to which the Service is delivered.
- 1.12 **“Customer Premises Equipment” (“CPE”)** refers to any equipment not owned or provided by Supplier.
- 1.13 **“Demarcation Point”** means for each designated point, Supplier's fiber distribution frame/digital distribution frame at Supplier's POP.
- 1.14 **“Facilities”** means any and all property supplied by Supplier and 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 and switches.
- 1.15 **“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 subsea cable fault 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.
- 1.16 **“In-Service Notification”** means a written notice from Supplier to Customer that the Services ordered pursuant to an Order Form have been installed by Supplier and have been tested and are functioning properly in accordance with the Service Schedule.
- 1.17 **IPL - Half Circuit**, wherein 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. Available only with Unprotected service.
- 1.18 **International Private Line (“IPL”) - Full circuit or Global Dedicated Ethernet (“GDE”)**, refers to Point to Point, protected or unprotected service, with both end outside India or with one end in India. Full Circuit may also include One Stop Shop (**OSS**), wherein Supplier provides the half circuit as well as the distant end half circuit by acting as the coordinating carrier for the distant end half circuit.
- 1.19 **“Local Loop”** means the connection between Customer Premises and a Supplier PoP owned or leased by Supplier or its Affiliates for the purpose of, among other things, locating and collocating communications equipment and to which the Supplier Network is directly connected.

- 1.20** “**Minimum Point of Entry**” or “**MPOE**” shall mean the closest practical point to where a telecommunications Customer's fiber-optics and/or copper cabling enters a building or multi-unit building (also known as a telecom closet).
- 1.21** “**Month**” refers to a time period that begins at 12:00AM Greenwich Mean Time (“GMT”) on the first day of a calendar month and ends at 12:00AM GMT on the first day of the next calendar month. For the Service within India, a month shall be deemed to begin at 12:00AM India Time (“IT”) on the first day of a calendar month and end at 12:00AM IT on the first day of the next calendar month.
- 1.22** “**MRC**” refers to monthly recurring charge, and excludes governmental fees, taxes, surcharges or any other charges.
- 1.23** **National Private Line(“NPL”) or National Dedicated Ethernet Service(“NDE”) (India only)**, refers to point-to-point service connecting locations within India.
- 1.24** “**NID**” or “**Equipment**” refers to a Network Interface Device installed at Customer Premises for the purpose of providing the Service.
- 1.25** “**Off-Net Service**” shall mean a Private Line service which either originates and/or terminates to a location other than on the Supplier Network.
- 1.26** “**On-Net Service**”: shall mean a Private Line service that both originates and terminates to a location which is on the Supplier Network.
- 1.27** “**Outage**” refers to any event or circumstance (other than events defined in Annex 1 Part II of Service Schedule) which results in a complete break in transmission of the Service. For Managed Services, an Outage occurs only when any two NID devices installed on Customer Premises fail to communicate with each other.
- 1.28** “**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.
- 1.29** “**Point(s) of Presence**” or “**POP(s)**”: shall mean the location in a city or town where Supplier has set up its connectivity infrastructure for providing its Service as Private Line Operator.
- 1.30** “**Service Availability**” refers to the percentage of time in each Month Supplier commits to provide the Service without any performance issues. Service Availability is calculated from the ingress of the Supplier Network to the egress of the Supplier Network. For Managed Services, Service Availability is calculated from the ingress of the NID at the Customer Premises to the egress of the NID at the opposite Customer Premises.
- 1.31** “**Service Credit**” refers to the credit Supplier provides to Customer in the event the Service fails to meet a particular Service Level for a Service Level Metric provided under a Service Level Agreement.
- 1.32** “**Service Flow**” refers to the path Supplier provides for the Service through the Supplier Network, beginning with the ingress UNI at one Customer Premises and ending at the egress UNI at another of Customer Premises.
- 1.33** “**Service Level Agreement**” refers to each set of Service Level Metrics, Service Level Targets, and Service Credits provided to Customer in the Service Schedule.
- 1.34** “**Service Level Metric**” refers to any of the Service performance criteria that Supplier can measure.
- 1.35** “**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.
- 1.36** “**Private Line**” shall mean IPL Full circuit, IPL - Half Circuit, Global Dedicated Ethernet, National Private Line, National Dedicated Ethernet Service and Point to Point service.
- 1.37** “**Service**” or “**Solution**” “**Solution type**” or “**Service Type**” shall mean individual or collective any service of PL i.e., IPL Full circuit, IPL - Half Circuit, Global Dedicated Ethernet, National Private Line, National Dedicated Ethernet Service and Point to Point service.
- 1.38** “**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.
- 1.39** “**Service Variant**” or “**Standard**” shall refer to a combination of service parameters offered under Private Line.
- 1.40** “**Throughput**” refers to the maximum throughput of the Service, also known as the Committed Information Rate or “CIR”. Ethernet frames shall be used for measuring Throughput. Throughput shall vary based on the ordered bandwidth amount, service frame size used by Customer, and the port speed deployed.
- 1.41** “**Trouble Ticket Report**” refers to when Customer notifies Supplier via Supplier's trouble ticket system of a performance issue or Outage with the Service.
- 1.42** “**UNI**” refers to User Network Interface and is the logical demarcation that separates Customer from the Supplier Network.

[End of Annex 1]

Annex 2**Ciena Software Right to Use License**

By ordering and using the Services that include Ciena equipment and Software, Customer agreed to the following Software License:

Software and Document Licenses. Ciena Communications Inc (or its relevant affiliated entities) ("Ciena") grants Customer (and Customer's Affiliates) a non-exclusive, perpetual, non-transferable (except as otherwise set forth herein), irrevocable, fully paid up right and license to use (i) the software provided by Ciena on the Ciena's hardware for which it is designated, and for its intended purposes ("Software"), and (ii) documentation provided by Ciena to Customer in connection with the Software, solely for Customer's internal use in the operation of the Software ("Documentation"). Customer may make two copies of the Software solely for backup and archival purposes, provided that Customer shall include on each copy all original notices and legends embedded in the Software and/or affixed to its medium and container.

Restrictions; Beneficiaries. No transaction regarding Software shall be deemed a sale of goods, and Ciena grants Customer no license or right to any Software or other Ciena's intellectual property except as expressly granted in this Annex. Customer shall not, without Ciena's prior written consent, sublicense, assign or otherwise transfer any license granted hereunder. Customer acknowledges that any license granted hereunder is subject to Section 365 of the US Bankruptcy Code, and requires Ciena's consent to any assignment and in connection with a bankruptcy proceeding. Customer shall not decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of the Software or grant any rights in the Software or Documentation not expressly authorized herein. Customer shall not, without Ciena's prior written consent, make any changes, modifications or improvements to the Software. Customer shall treat the Software and Documentation as confidential information subject to the confidentiality obligations in the Agreement. To the extent the Software includes software licensed to Ciena by third parties, those third parties are third party beneficiaries of, and may enforce, the applicable provisions of this Annex. Ciena's consent shall not be unreasonably withheld.

Customer and Customer's Affiliates shall use the Ciena's equipment, Software and Documentation furnished hereunder solely for the purposes in which it was intended and neither Customer nor a Customer's Affiliate shall disengage or disassemble any components or parts of the Ciena's equipment for use with other equipment/software not furnished by Ciena.

[End of Annex 2]

Addendum 1

PART I. ADDITIONAL TERMS AND CONDITIONS

This Addendum 1 is part of the Service Schedule for Private Line ("PL") and describes certain applicable additional terms.

1. DISCLAIMERS AND RESTRICTIONS:

- 1.1 The Service shall not be shared, sublet or assigned by Customer or used for any purpose other than those approved by Supplier. The granted service shall benefit and used by Customer alone, except specified in General Terms and Conditions.
- 1.2 Supplier shall not be liable for any service failures or delays (including delays in provisioning and implementation) resulting from inaccurate or incomplete data or information provided by Customer.
- 1.3 **Restriction to Use:** For use in India, Customer shall comply with following conditions:
 - 1.3.1 The Service shall be used only for the purposes specified by the Customer in its application and shall not be used for or connected to any telecommunication service including Public Switched Telephone Network (PSTN) or Public Land Mobile Network (PLMN) or any other services of whatsoever nature unless permitted by 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 an amount shall become due and payable by the Customer to Supplier within 5 (five) working days of the termination of the Supplier giving notice of such claim(s). The Supplier shall also, at its sole discretion, be entitled to disconnect the circuit with immediate effect.
 - 1.3.2 The Service shall be subject to the security regulations established by the Governmental Authority.
 - 1.3.3 Changes to any circuit(s) used for Service provision shall require Supplier's prior approval and submission of requisite documents.
 - 1.3.4 Pursuant to Department of Telecommunications' notification vide No18-1/BS II dated 19th April, 2006, it is permissible to have 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) thereof. If Customer desires to terminate a Leased Line to a EPABX with PSTN connectivity under the above referred notification it shall comply with the following terms and conditions:
 - 1.3.4.1 Customer shall, at all times, ensure that logical partitioning of the EPABX remains effective so as to totally prevents cross flow of any calls between the Customers public and private network;
 - 1.3.4.2 Customer shall ensure that no voice call from the private network enters PSTN or vice versa or otherwise violates any requirements as may be laid down by the Department of Telecommunications or any other Indian regulatory body from time to time;
 - 1.3.4.3 Customer shall get the logical partitioning of the EPABX through EPABX equipment Vendor and furnish a certificate confirming: i) that the infrastructure is capable of logically bifurcating the common infrastructure into two separate and independent environments for the PSTN and the Private Network, and ii) that the said Vendor has affected logical partition in the EPABX equipment installed at the Customer's premises;
 - 1.3.4.4 Customer shall furnish a copy of the permission letter from Basic Service Provider permitting Customer to conduct a logical partition of the EPABX;
 - 1.3.4.5 Customer shall make its network and related equipment available to Supplier and representatives of the Indian regulatory body for inspection to ensure that the logical partitioning continues to be effective;
 - 1.3.4.6 Customer shall maintain soft copies of all Station Meter Detailed Recordings (SMDR) and furnish it on demand for inspection by Supplier or Indian regulatory body;
 - 1.3.4.7 Customer shall ensure that the SMDR's are adequately protected through password protection & audit trails to ensure no modifications to the SMDR's are possible. Customer shall demonstrate to Supplier upon demand that adequate care is taken through password protection & audit trails to ensure that no changes are incorporated at any point in time on the EPABX that shall allow call flow between the private and public network;
 - 1.3.4.8 Customer agrees to be solely and fully responsible for any breach of any conditions contained herein or contained in any undertakings given by the Customer;
 - 1.3.4.9 If Indian Government authorities/regulatory body disallows use of a single EPABX equipment with logical, Customer shall immediately ensure compliance with such directives and indemnify Supplier in that regard. Supplier shall not be called upon to bear any liability on any account of Customer's non-compliance with India regulatory requirements.
 - 1.3.5 Customer shall not have any right to market/or re-brand the Services purchased by it as its own product and service or to resell the Services to any third party 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. Furthermore, customer shall be solely responsible for complying its licensing obligations related to such resold service to its end customer and the Supplier would not have any obligations regarding the same. Customer undertakes that if the services are being used for the purpose of providing OSP services, the same would be in compliance with applicable DoT guidelines, orders and directions on the subject. The Customer agrees and undertakes that the Services provided by the Supplier shall be used by the Customer for the purpose mentioned in this Order Form and acknowledges that the Services shall be used for bonafide purpose only.
 - 1.3.6 The use of encryption by the Customer shall be governed by the Government's Policy/rules made under the Information Technology Act, 2000.

- 1.4 **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.
- 1.5 **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). There is no proactive obligation on the Supplier to upgrade, update and / or install any software patches on any operating system on any CPE Bundling and the decision of whether to implement and install any such upgrades, updates, and/or patches is Customer's final decision. Supplier shall not be liable for any damage or harm caused by such actions or inaction, failure to upgrade, update and / or install such software patches.
- 1.6 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.
- 1.7 Neither Supplier nor its agents shall have any liability under any provision of this Solution Agreement with respect to any performance problem, claim of infringement or other matter, to the extent attributable to: (i) any unauthorized or improper use or modification of the Solution, (ii) any combination of the Solution with other equipment or services, (iii) any use of any version of the constituent Services other than the latest release, (iv) any breach of the Solution Agreement, (v) where a local access network provider that Customer uses to access the Solution restricts and/or blocks access and use of the Solution, (vi) any Customer or End User equipment, or local access facilities ordered by Customer, and (vii) Internet delays - THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ISDN, PSTN, AND ELECTRONIC COMMUNICATIONS. SUPPLIER MAKES NO GUARANTEE OF RELIABILITY, SECURITY, OR PERFORMANCE OF ANY SERVICES OR INFORMATION THAT TRAVERSE THE INTERNET, PSTN, OR OTHER ELECTRONIC COMMUNICATION PATHWAYS. SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 1.8 Customer agrees and acknowledges that Supplier may measure the utilization of the Services provided to the Customer in order to maintain quality of Service and enable capacity utilization reporting to Customer.

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 the Solution Agreement, 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, and/or posting on Supplier's website.

[End of Addendum 1]

