

ADDENDUM 1 ADDITIONAL TERMS AND CONDITIONS

This Addendum is part of the Service Schedule for the Internet Access Service Solution 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 Customer's 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.
- 1.4 Restriction to Use:** Customer shall comply with the following conditions:
- 1.4.1** The Services shall be used only for the purposes specified by Customer in its Order Form and shall not be used for or connected to any telecommunication service including Public Switched Telephone Network (PSTN)/ Public Land Mobile Network (PLMN) or any other services of whatsoever nature unless specifically permitted by the relevant Indian Governmental Authority in compliance with all approval/licensing requirements. If the Service is found to have terminated on a PSTN/ PLMN other than as mentioned above, Customer understands and agrees that Supplier shall be entitled to terminate the Service with immediate effect and collect from Customer any financial penalty levied by the Governmental Authority. Such charges shall become due and payable within 5 working days of Supplier's termination of the Service.
- 1.4.2** The Service shall be subject to any security regulations established by the Governmental Authority from time to time.
- 1.4.3** Changes to any circuit(s) over which the Service is provided shall require Supplier's prior approval and submission of requisite documents, if any, to that effect.
- 1.4.4** Pursuant to the notification issued by the Department of Telecommunications vide No18-1/BS II dated 19th April, 2006, it is permissible to do 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) PSTN and Access Deficit Charges 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:
- a) Customer shall, at all times, ensure that logical partitioning of the EPABX remains effective so as to totally prevent cross flow of any calls between the Customer's public and private network.
 - b) 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.
 - c) Customer shall get the logical partitioning of the EPABX through the Vendor of such EPABX equipment and furnish a certificate from the Vendor confirming: i) that the infrastructure is capable of logically bifurcating the common infrastructure into 2 separate and independent environments for the PSTN and the Private Network, and ii) that the said Vendor has effected logical partition in the EPABX equipment installed at Customer's premises.
 - d) Customer shall furnish a copy of the permission letter from the Basic Service Provider permitting Customer to conduct a logical partition of the EPABX.
 - e) 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.
 - f) Customer shall maintain soft copies of all Station Meter Detailed Recordings ("SMDR") and furnish the same on demand for inspection by Supplier or Indian regulatory body.
 - g) Customer shall ensure that the SMDRs are adequately protected through password protection & audit trails to ensure no modifications to the SMDRs 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 will allow call flow between the private and public network.
 - h) Customer agrees that it shall be solely and fully responsible for any breach of any conditions contained herein or contained in any undertakings given by Customer.
 - i) If at any time the India Government authorities/regulatory body disallows use of a single EPABX equipment with logical partitioning as referred above, Customer shall take immediate steps to ensure compliance with such directives and shall indemnify and keep Supplier harmless 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.

- 1.4.5** Pursuant to the notification issued by the Department of Telecommunications vide No.820-1/04-LR dated 7th February, 2007, Services cannot be used for Call Centre/ Other Service Provider (OSP) operations without registration with the Department of Telecommunications as a Call Centre/ OSP. If Customer wants to use the Services for Call Centre/ OSP operations it must first submit its Call Centre/ OSP license or registration copy to Supplier and must obtain duly stamped network diagram from Supplier in the absence of which the Services shall not be used for OSP operations.
- 1.4.6** Customer shall not employ bulk encryption equipment in the network. Deployment of any encryption equipment requires prior evaluation and approval of India Governmental Authority specifically designated for that purpose. If Customer intends to deploy higher encryption levels/equipment other than those permitted in India, Customer shall only do so with the permission of the India Governmental Authority.
- 1.4.7** Customer shall not use any International Voice over Internet Protocol ("foreign VoIP") on the Services proved by the Supplier. The Supplier has a right to immediately terminate the services in case Customer use of foreign VoIP on the Services provided by Supplier.
- 1.4.8** As per the notification issued by Department of Telecommunications vide No. 820-01/98-LR/Vol.(IX) Pt. I dated 01.10.2013, in case of Customer availing Internet Access Services in India from Supplier and has deployed Network Address Translation (NAT) solution for accessing Internet over the Internet connectivity provided by Supplier, then Customer shall record & maintain the NAT SYS Log parameters with Supplier. Parameters to be stored in SYS LOG of NAT are: (1) Start Date (mm:dd:yyyy) & Time (hh:mm:ss), (2) End Date (mm:dd:yyyy) & Time (hh:mm:ss), (3) Source IP Address, (4) Source Port, (5) Translated IP Address, (6) Translated Port, (7) Destination IP Address, and (8) Destination Port.

2. Audit. Once per calendar year and at Customer's expense, and on not less than 30 days' written notice, Customer or its authorized representatives ("**Audit Team**") may audit Supplier's Facilities, records and documents pertaining to Supplier's provisioning of the Solution to Customer during the Term ("**Audit**"). For duly authorized written audit requests from a government authority, Supplier will endeavor to meet other reasonable timelines. The Audit Team shall agree in writing to: i) reasonable non-disclosure and confidentiality terms, ii) an Audit scope, and iii) an Audit schedule. Supplier shall provide the Audit Team with a copy of ISO, ISAE or other relevant reports or certifications as necessary. The Audit Team shall conduct the Audit during normal business hours and in accordance with generally accepted auditing standards. Supplier will Charge Customer Remote Hands Charges at hourly rates for all Audits except for the first 4 hours of Audit conducted in a calendar year. "**Remote Hands Charges**" shall mean a minimum rate of INR 15,000/hr (for India locations) and US\$ 250/hr (for outside India locations) if not agreed in the audit Schedule. The Remote Hands Charges will cover Supplier costs for providing Customer access to Supplier Facilities and personnel during the Audit. Customer will conduct Audits employing industry standard level of skill and technical knowledge. Customer represents and warrants that it will perform, or will cause to be performed, appropriate background screening of the Audit Team to ensure that the personnel are of a good repute. Supplier shall not permit members of the Audit Team that have been blacklisted or that are not properly screened to enter its Facilities. Customer will take all necessary care to avoid loss or damage to Supplier property and to prevent unnecessary and excessive consumption of Supplier personnel time. Customer will indemnify Supplier for any damage to Supplier's property and additional costs incurred by Supplier in facilitating the Audit. Access to premises or web links provided to Customer as reasonably required to perform the Audit shall be subject to Customer's strict adherence to Supplier's Safety, Security, and Privacy policies and procedures. Upon completion of the Audit, Customer shall share the Audit report within 30 days from the completion of the Audit otherwise the Audit shall be deemed to have resulted in no findings.

3. 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 a ticketing system. Customer must 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 Customer. Customer needs to quote this ticket number to know the status of its 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.

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 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.

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 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.

[End of Addendum]

ADDENDUM 2 DEFINITIONS

This Addendum is part of the Service Schedule for the Internet Access 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 GTs governing the Agreement, the definitions in this Addendum shall govern.

DEFINITIONS

“Base Rate” or “Minimum Commitment” means the minimum monthly commitment towards usage and billing given by Customer in the Order Form in relation to Usage based billing option, for which Customer shall be liable to pay Supplier the committed Service Fee irrespective of Customer’s usage.

“Customer” means Customer entity that executed the relevant Order Form to receive the Services.

“Compressed Internet Access Service” means that Customer will get access to Internet at 1/4th of the port speed. Supplier currently applies a rate limit on International Traffic. Though Supplier does not currently apply a rate limit on Domestic Traffic, Supplier reserves the right to do so in the future, if Supplier deems it necessary.

“International Traffic” means traffic on Supplier international transit and peering links going outside India.

“Domestic Traffic” means traffic to or from IP addresses allotted to Supplier from APNIC, traffic from Customer links and peering links in India.

“Cumulative Degraded Network Performance Time” means the sum total of all the incidents (in hours) over a calendar month during which Customer experiences latency, or packet drop, or both latency and packet drop, in excess of the those prescribed in the Service Schedule.

“Fault” means a malfunction or Service difficulty in the hardware or the Operating System Software which results in the hardware and/or the Operating System Software not operating in accordance with the specifications of the Equipment, other than a problem which is attributable to:

- a) Operation or use of the Managed CPE hardware and/or Operating System Software, other than in accordance with Supplier’s instructions or the instructions or operating manuals of the Managed CPE Supplier;
- b) Customer or a third-party tampering with the Managed CPE and/or the Operating System Software;
- c) Problems in or arising from the interfacing of the Managed CPE and/or Operating System Software with other hardware and/or software not provided by Supplier;
- d) Power surges or damage to the Managed CPE and/or Operating System Software from external forces, such as water or physical damage; or
- e) Failure to establish, operate and maintain the Customer Site in accordance with the Site Specifications, or any other act or omission of Customer or a third party (other than an employee, agent or contractor of Supplier).

“Internet Access Service(s)” means either Standard Internet Access Service, Premium Internet Access Service, Enhanced Internet Access Service (Cloud or Data), or Compressed Internet Access Service, as the case may be, which is selected/opted by Customer in the Order Form.

“Managed CPE” or “Equipment” or “CPE” means customer premises equipment consisting of the hardware and Operating System Software supplied by Supplier to Customer or such equipments bought directly by Customer at each Site under these Service Terms. Supplier shall have the administrator access of Managed CPE and the Customer shall have the read only access.

“Managed CPE Service” means the provision of CPE, installation and commissioning of the CPE and provision of other Support Services as specified in the Order and in accordance with these terms.

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

“Monthly Recurring Charges” or “MRC” means the monthly fees for the Solution as set out in the Order Form including base monthly fee (port charges) but excludes all local loop charges or other third-party charges.

“Network Unavailability” means a failure of the Supplier Network resulting in Customer being unable to connect to the Supplier Network from Customer’s location.

“Non-Recurring Charges” or “NRC” means the one-time non-recurring charge invoiced by Supplier to Customer for installing, commissioning and provisioning of the Solution as set out in the Customer Order Form.

“Operating System Software” means the operating system software described in the manufacturer’s service description for the Managed CPE as being the standard ex-factory installation required to operate it.

“Other Charges” means a charge, other than the Monthly Recurring Charge or the Non-Recurring Charge, for additional work, equipment or other Support Services provided by Supplier. These charges shall be notified in writing by Supplier before Supplier commences the relevant work or, if no notice has been given, these charges will be calculated using Supplier’s then current time and materials rates. Other Charges which are calculated on a time and material basis shall be calculated using Supplier’s standard time and materials rates applying as at the date the relevant work was undertaken by Supplier. If through no fault of Supplier or an agent, employee or sub-contractor of Supplier, a third party employed by

Supplier charges any surcharge to Supplier, Supplier shall be entitled to recover that surcharge from Customer as an Ancillary Charge including but not limited to installation or relocation of Managed Equipment requiring additional visits to the Customer Premise Space.

"Outage" means any event or circumstance (other than an Excused Event) which results in a Service Unavailability.

"Packet Drop" means a % of packet drop between the Local Access terminating in Customer Premises in India and gateway router of Supplier/Supplier Upstream carrier on the upstream service provider. The ping test will be extended ping test of 64 bytes/1000 packets. The international endpoint will be the US (or International) termination point of Supplier international links.

"Planned Maintenance" means any preventative, routine or planned maintenance which is performed with regard to the Services, 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 48-hours' notice of any Planned Maintenance event.

"PoP" means Supplier's point of presence.

"PoP Tier Structure and Uptime" means Supplier has classified various nodes in its IP network in a Tier structure based on the deployment and availability of infrastructure in various geographies. The Tier structure for the various PoPs and their respective uptime, shall be as follows:

Point of Presence (PoP) Classification	PoP Name	PoP Uptime
Tier -1	Ahmedabad, Bangalore (KIADB), Chennai (VSB), Delhi (VSB), Ernakulam (VSB), Hyderabad (VSB), Kolkata (VSB), Mumbai (LVSB), Pune (Dighi).	≥99.95%
Tier -2	Ambattur, Bhopal, Mohali, Coimbatore, Gurgaon, Guwahati, Indore, Jaipur, Jalandhar, Jamshedpur, Karnal, Lucknow, Meerut, Mumbai (BKC), NOIDA, Patna, Pune (Shivaji Nagar), Surat, Trivandrum, Vishakhapatnam, Bhubaneshwar, Nagpur, Panjim, Delhi (GK-1).	≥99.5%
Tier -3	All other PoPs	≥99.0%

"Premium Internet Access Service" means that Customer will get non-blocking access to the Internet, equivalent to the port speed subscribed by the Customer. This shall be measured between edge router in Supplier premises and edge router of Supplier's upstream Internet bandwidth provider.

"Round Trip Delay" means the time taken by a packet to reach from source to the destination and back to the source. Round Trip Delay is measured between the Local Access terminating in Customer Premises in India and the gateway router of Supplier or the upstream service provider network. It is measured using 1000 packets of 64-byte size.

"Standard Internet Access Service" means standard Internet leased line (1:1) under which the Customer will get a non-blocking access to the Internet, equivalent to the port speed subscribed by the Customer. This shall be measured between edge router in Supplier premises and edge router of Supplier's upstream Internet bandwidth provider.

"Service" means the applicable Internet Access Service supplied to Customer in accordance with this Service Schedule.

"Service Credits" means the credits provided by Supplier to Customer for Service Unavailability or failure to meet other Service level targets as set out in relevant Service Level Agreement.

"Service Schedule" means the service schedule for Internet Access Service Solution.

"Service Unavailability" means a period during which there is an interruption in the Service which is reported by Customer, and a trouble ticket obtained and confirmed by Supplier's customer service team. Service Unavailability does not include Excused Events.

"Service Level Agreement" or "SLA" means the document so titled, applicable to relevant constituent of Internet Access Service Solution.

"Site" means premises belonging to Customer which is connected to the Supplier Network.

"Site Plan" means the plan prepared by Customer showing where the Managed CPE will be installed.

"Site Specifications" means the design, environmental, technical and operational specifications provided by Supplier with which the Customer Site must comply for the installation and operation of the Managed CPE.

"Site Readiness Survey" means the form as supplied by Supplier, and completed by the Customer, that provides information about the Site where the Service is to be delivered or Managed CPE is to be located.

"Supplementation" means an amendment to the Order Form which may include but is not limited to upgrades of Internet bandwidth, and addition or removal of IP subnets.

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

"Supplier IP Backbone" means the Supplier-owned and operated Internet Protocol ("IP") infrastructure.

"Support Services" means the support services undertaken by Supplier or any subcontractor appointed by Supplier, for the Managed CPE.

[End of Addendum]

