

**Agreement**

**On**

**01/09/2020**

**MyGuru**  
Online

**and**



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**Myguru Online India (P) Limited**

Corporate Office : Plot No. 105 & 106, 3/4 5th Cross Road, Jawahar Autonagar, VIJAYAWADA - 520 007

Website : [www.myguruonline.net](http://www.myguruonline.net)

**Agreement For**  
**Myguru Online Internet Services**

This Agreement signed on this the 1<sup>st</sup> September 2020

**BETWEEN**

**M/s. MYGURU ONLINE INDIA PVT LTD** having its Regd. Office at # Plot No: 105 & 106, 3<sup>rd</sup> Road, 5<sup>th</sup> Cross, Auto Nagar, Vijayawada-520007, AP registered as MYGURU ONLINE, represented by **Sri G Vidya Sagar** in the Capacity of **Director & CEO** of the Company and is herein after called as **INTERNET SERVICE PROVIDER (ISP)**.

**AND**

**M/s. SRK INSTITUTE OF TECHNOLOGY**, having its College at 44, Eluru Rd, Enikepadu, Vijayawada, Krishna District, A.P. INDIA – . represented by **Dr. M.Ekambaram Naidu** ,Principal/Authorized Signatory and is herein after called as **Subscriber**.

WHEREAS MYGURU ONLINE is engaged in providing INTERNET SERVICES by virtue of its License Agreement with Ministry of Communications, Department of Telecommunications, and Government of India.

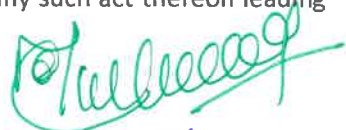
WHEREAS M/s **SRK INSTITUTE OF TECHNOLOGY** is engaged as an established Education Centre and **M/s. SRK INSTITUTE OF TECHNOLOGY** requested MYGURU ONLINE to provide Internet Connectivity on a point to point basis i.e., from Myguru Online/POP to the premises of **M/s. . SRK INSTITUTE OF TECHNOLOGY** at Enikepadu, Andhra Pradesh.



  
**PRINCIPAL**  
**SRK Institute of Technology**  
**ENIKEPADU, VIJAYAWADA-521 108**

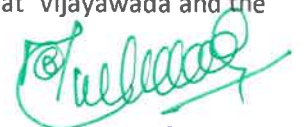
The Parties now being desirous of reducing this agreement in writing have entered into this agreement with the manner hereinafter appearing:

1. **M/s SRK INSTITUTE OF TECHNOLOGY** shall pay an amount of Rs. 63,450/- (Rupees Sixty Three Thousand Four Hundred and Fifty Only ) Quarterly + GST towards the Charges of 50 Mbps (1:1) Dedicated Leased Line and **M/s. SRK INSTITUTE OF TECHNOLOGY** shall make payments in Advance on Quarterly Basis.
2. Myguru shall provide 16 IP addresses for Internet connectivity to **M/s. SRK INSTITUTE OF TECHNOLOGY** for connectivity of 50 Mbps at their Enekepadu Location.
3. Myguru shall ensure immediate response on **M/s. SRK INSTITUTE OF TECHNOLOGY** queries but will not be responsible for internal LAN Connectivity issues.
4. In the event of the **M/s. SRK INSTITUTE OF TECHNOLOGY** withdrawing from the proposed purchase of Myguru Services for various reasons inclusive of cancellation of projects etc., any advance paid will be fortified in total without written notice under any circumstances.
5. If required the upgradation and degradation of existing bandwidth and its value will be permitted to change during the contact period, on the request sent to the service provider through subscriber's official e-mail or official written .
6. Prior notice of 1 (one) month is to be given for termination of the contract or for downgrade of Bandwidth by **M/s. SRK INSTITUTE OF TECHNOLOGY**, either for cancellation of the circuit from us or for shifting of his services to any other service provider, subject to clearance of all the outstanding dues till the service is utilized .
7. However in case of Myguru Online disconnecting **M/s. SRK INSTITUTE OF TECHNOLOGY** Service on account of Non – Payment of dues Subscriber shall be liable for clearance of outstanding dues till the date of service provided / disconnected and also for an additional period of 30 (Thirty) Calendar days from the date of such possible disconnection of services.
8. As per Clause 1.12.3 Schedule C part II of ISP license agreement, **Telephony on Internet is not permitted.**
9. **M/s. SRK INSTITUTE OF TECHNOLOGY** agrees that Internet bandwidth redistribution in any form to any other point from its premises is not permitted and shall not indulge in any such act thereon leading to possible legal violation.



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9. **M/s. SRK INSTITUTE OF TECHNOLOGY** agrees that Internet bandwidth redistribution in any form to any other point from its premises is not permitted and shall not indulge in any such act thereon leading to possible legal violation.
10. **M/s. SRK INSTITUTE OF TECHNOLOGY** shall use the Internet connectivity at the premises specified at the time of installation to Myguru Online. However in case of any possible shift/change of address, **M/s. SRK INSTITUTE OF TECHNOLOGY** shall intimate the same to Myguru Online in writing wherein Myguru Online shall provide Internet Connectivity to the said premises after Inspection of the same.
11. Myguru Online reserves the right to inspect and audit at any time the level of Internet Services performed and the related quality standards observed by Subscriber by prior appointment.
12. **M/s. SRK INSTITUTE OF TECHNOLOGY** warrants and represents that It has all necessary statutory, regulatory and municipal permissions, approvals and permits for the said premises and the running and operation of the business envisaged under this agreement more particularly for the business as provided for in this Agreement.
13. **M/s. SRK INSTITUTE OF TECHNOLOGY** also warrants and represents that it is in compliance of all laws, regulations and rules in the conduct of its business and the running of its business establishment.
14. **M/s SRK INSTITUTE OF TECHNOLOGY** shall seek written approval from Myguru Online in case of any additional services required on the Internet like opening up of voice ports / FTP / Telnet / ICMP etc,. The said request shall be made by Subscriber in the format set by Myguru Online , However any service will be under the rules and regulations , guidelines as prescribed by the Ministry of Communications, Department of Telecommunications, Government of India, Telecom Regulatory Authority of India or any Statutory Authority of Government of India.
15. Myguru Online shall not be responsible or liable for any failures of computer systems, telecommunications network, BSNL streams, uplink and downlink streams, e1 r2 lines, bandwidth commitment, power failures, natural calamities, local cable problems, local telephone line problems and other facilities Installed or available for the said service and shall not be responsible for any loss incurred by **M/s. SRK INSTITUTE OF TECHNOLOGY**
16. This contract is valid for a period of 12 months from the date of agreement and shall be renewed at mutual consent at the end of the contract period.
17. Any disputes arising out of this agreement shall be referred to the Arbitrator who will be appointed by Myguru Online India Pvt Limited and the Arbitration proceedings shall take place at Vijayawada and the award given by the Arbitrator shall be final




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The agreement signed by both the parties under their signatures with free will on this the 1st Day of September 2020 and date as referred above.

For Myguru Online India Pvt Ltd,

M/s . SRK INSTITUTE OF TECHNOLOGY

G Vidya Sagar,  
Director & CEO

  
Dr. M. Ekambaram Naidu  
Principal / Authorized Signatory



**PRINCIPAL**  
**SRK Institute of Technology**  
**ENIKEPADU, VIJAYAWADA-521 108**

Rubber Stamp / Seal

Rubber stamp / Seal

**CERTIFICATE OF CONFIRMATION****FOR LEGAL USAGE OF INTERNET BANDWIDTH**

This is to certify that Internet Bandwidth Services subscribed from M/s.MYGURU ONLINE INDIA PVT LTD, Vijayawada, are used as permitted by The Government of India or any other Statutory Authority. We shall not use the Internet Bandwidth Services for any illegal, immoral purpose. Infringement, if any, shall be our responsibility and we shall indemnify M/s. MYGURU ONLINE INDIA PVT LTD in respect of any liability arising out of such misconduct.

Name of the Customer : **M/s SRK INSTITUTE OF TECHNOLOGY**

Name of Authorized Person : Dr. M. Ekambaram Naidu


Designation : Principal

Nature of Business : Education Institution

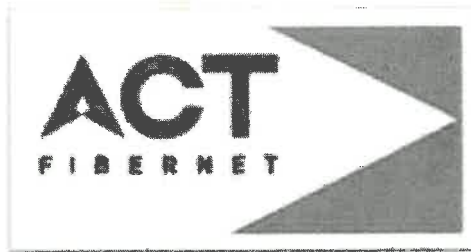
Address :Enikepadu, Krishna District,  
A.P. INDIA – 521108.

Signature: with official Seal

Date: 01-09-2020



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**Enterprise Business**

**Service Level Agreement (SLA) for Enterprise Solutions**

**32-2-5, 1<sup>st</sup> floor, Ratna Buildingd, Anjamma Street,  
Prajashakti Nagar, Moghalrajapuram,  
Vijayawada-520010, Andhra Pradesh**

A handwritten signature in green ink, appearing to read 'Chandrasekhar', is written over a horizontal dashed line.

**PRINCIPAL**  
**Customer Signature**  
**SRK Institute of Technology**  
**ENIKEPADU, VIJAYAWADA-521 108**

**SERVICE LEVEL AGREEMENT – ENTERPRISE INTERNET SERVICE**

**1. Service Level Commitment**

1.1 In consideration of the Customer fulfilling each and every obligation and covenant on its part to be performed and otherwise complying with the terms and conditions of the agreement for Enterprise Internet Service, ACT commits that the Enterprise Internet Service subscribed by the Customer shall meet the Service Level(s) during the period of the Subscription of the Service.

1.2 The SLC provided hereunder may be withdrawn or amended by ACT with 7 days' notice unless the change in SLC is mandated by Government of India or any statutory or regulatory body thereof, without being liable to the Customer in damages or otherwise, except that any penalty accrued and due to the Customer under this SLC on the date of such amendment or withdrawal will be paid by ACT to the Customer.

1.3 In the event that ACT fails to meet the Service Level(s), then subject to the terms and conditions herein contained, ACT shall bear penalty within the scope of this Agreement.

**2. The Scope of this Agreement**

2.1 This agreement covers Enterprise Internet service from ACT for both Dedicated Internet Bandwidth and Shared Internet Bandwidth.

2.2 ACT agrees to bear penalty on any Violations of the Service Levels within the scope of the Agreement. Any damages indirect or consequential- sustained by any Customer/Partner/ Affiliate of the Customer shall not be covered by this Agreement.

2.3 ACT will constantly monitor the Network Performance and provide the Customer the committed Service Levels on the parameters mentioned in this Agreement.

2.4 ACT shall not be held responsible for degradation of service under Service Level Commitment Parameters because of any events or components not covered under this agreement occurring out of Force Majeure. Any Claims for Penalty or damages arising because of such events would not form part of this Agreement.

2.5 ACT shall not be held responsible for Degradation of Service if service is suspended on any suspicion of use of Service for any service(s) violating the norms decided by Department of Telecommunication, Government of India. Any Claims for Penalty or damages arising because of such events would not form part of this Agreement.

2.6 The SLA Target Objectives and Penalty Claims will only cover the ACT IP Backbone. Any third party services used in conjunction with ACT IP Backbone to provide service to the Customer will not be covered under the Target Objectives and Penalty Claims.



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### 3. Service Level Commitment Parameters

3.1 ACT shall constantly monitor the health of the Network. The Network Performance will be measured against the following parameters. In case ACT fails to deliver the Service Levels within the definitions contained in this Agreement, the Customer shall be eligible for the Service Credit Claims against the respective Parameters.

- 3.1.1 Average Round Trip Delay or Latency
- 3.1.2 Network Availability
- 3.1.3 Packet Delivery

The Descriptions of the above-stated parameters are attached as SLA-Annexures

### 4. Planned Outages

- 4.1 Planned preventive network maintenance may be scheduled by ACT at any time.
- 4.2 Where possible, all planned outages will be carried out during maintenance window between 0200 hrs. to 0600 hrs. and ACT will inform by Phone, email or fax about maintenance activity to customers at least 72 hours in advance.
- 4.3 In case of emergency and customer services are affected partially or fully, ACT will evaluate the critical ness and carryout maintenance to restore service immediately with prior notice
- 4.4 Customers shall allow ACT to carryout maintenance activities as and when required. ACT will carry out repair and maintenance activity on receipt of confirmation from customers.

### 5. Problems & Violation Reporting Process

- 5.1 All Customer Complaints have to be logged with Enterprise Help Desk. The details of the Enterprise Help Desk contact numbers are given in the appendix III. ACT's Helpdesk uses an in-house developed Trouble Ticket system called the Customer Complaint System (CCS).
- 5.2 Whenever Customer calls up the Helpdesk, ACT Support person will open a Trouble Ticket immediately. Customer shall provide
  - 5.2.1 Company name
  - 5.2.2 Name and contact details of person reporting the problem, in case they are different from ones in ACT's database
  - 5.2.3 Customer User Name
  - 5.2.4 Description of problem
  - 5.2.5 Results of troubleshooting tried
- 5.3 The problem and above details will be logged and Trouble Ticket number issued to the Customer. This Trouble Ticket number needs to be quoted for any status on the problem. The Trouble Ticket shall be closed by ACT upon resolution of the problem and telephonic confirmation of same to the customer. In case, the customer in not reachable through telephone, same will be communicated via e-mail and recorded for closing the Trouble Ticket.



Customer Signature

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5.4 The Trouble Ticket when closed is saved in database for reference purpose and for the calculation of uptime performance of the links. The same shall be used to calculate the uptime deviations if any (penalty clause). Any imposition of penalty conditions or claims would always be with reference to the Trouble Ticket number as a standard and would not be taken in to consideration if otherwise.

5.5 Customer may refer to the Escalation Matrix in case the problem is not resolved within the prescribed timeframe.

**6. Penalty Clause:**

6.1 ACT shall always strive to meet SLC performance levels. However, in case of any Degradation of Service at any point of time during this agreement period, ACT would bear the penalty conditions within the scope of this agreement. Penalty applicable in case of degradation of services shall be as given in the table below. Period of Degradation of Service would include downtime for all the performance parameters.

Parameter	Service Level	Rebate (Hours) in terms of extension of services
Degradation of Service	<input type="checkbox"/> 99.00 % to 98.50 %	1:1
	<input type="checkbox"/> 98.49 % to 98.00 %	1:1.125
	<input type="checkbox"/> Less than 98.00 %	1:1.5

*Note*

1. 1:1 ratio shall mean that for every 1 hour of Degradation of Service, as measured by ACT's network, ACT will extend the service by 1 hour.
2. 1:1.125 means for every 1 hour Degradation of Service, as measured by ACT's network, ACT will extend the service by 1.125 hours.
3. 1:1.5 would mean that for every 1 hour Degradation of Service, as measured by ACT's network, ACT will extend the service by 1.5 hours

**7. Disputes & Settlement Process**

7.1 Where any dispute arises between the Parties concerning or in any way arising out of this Agreement or the performance by either Party of the terms of this Agreement, the Parties will attempt in good faith to resolve the dispute through consultation at the senior management levels.

7.2 If the parties cannot resolve the Service Level Dispute, either party may request that both parties escalate the Service Level Dispute to their respective Chief Executive Officer or his or her nominee, who shall endeavour to resolve the Service Level Dispute in good faith.

7.3 All disputes and differences between the parties arising out of this agreement shall be subject to the exclusive jurisdiction of the Courts in Bangalore.



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## 8. Confidentiality

8.1 The Parties acknowledges that it or its employees may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party or its affiliated companies or their clients or to third parties to whom the Party owes a duty of confidentiality. Any and all non-public information of any form obtained by the Parties or its employees in the performance of this Agreement shall be deemed to be confidential and proprietary information. The Parties agrees to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of Services as contemplated by this Agreement and to advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.

8.2 Confidential information shall not include information that is (i) in or becomes part of the public domain other than by disclosure by ACT in violation of this agreement, (ii) demonstrably known to ACT previously, (iii) independently developed by ACT outside of this Agreement or (iv) rightfully obtained by ACT from third parties or (v) as required to be disclosed by ACT under law or to any government agency.

8.3 It is understood and agreed that in the event of a breach of this Section damages may not be an adequate remedy and the Parties shall be entitled to injunctive relief to restrain any such breach, threatened or actual.

8.4 This provision shall survive termination and expiration of the Agreement.

## 9. Suspension of Service on Regulatory Violations

9.1 Customer shall not use capacity offered, for any illegal, immoral purpose, as finally determined by courts of competent jurisdiction in India and the user shall indemnify ACT in respect of any liability incurred by ACT in this respect. ACT shall not be a party to any dispute between the Customer and its customers. ACT, on suspicion of any regulatory violation by the Customer, may suspend the service. This suspension of service shall not be eligible for any claims for Penalty.

## 10. Indemnity

10.1 During the term of this Agreement, both parties agree that they will indemnify the other party and its managing directors, employees, agents and authorized representatives for any liability or expense due to claims arising out of or in connection with the other party's or its employees', agents' or representatives' performance and /or use of the services that shall have resulted from the wilful or negligent acts or omissions of the other party or its officers or employees in connection with the performance of other party's obligations under this Agreement. This provision shall survive termination and expiration of this Agreement on mutual understanding.

## 11. Network Availability

11.1.1 **Definition:** Network Availability is the percentage of the total available time to the total time under consideration for an IP Port subscribed by Customer, where total available time is the sum of the usable time for an IP Port. Definition for total available time (i) Bandwidth X 60 Minutes X 24 hours X 365 days i.e. Bandwidth for 525600 minutes is the total time. Total uptime will be 99% of 525600 minutes.(ii) Bandwidth X 60 Minutes X 24 hours X 365 days i.e. Bandwidth for 525600 minutes is the total time. Total uptime will be 97% of 525600 minutes.

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**11.1 Exceptions:**

11.1.2.1 For the purpose of calculating Outage Time for an IP Port in this SLC, the followings shall be disregarded:

(i) During the first Day when a new IP Port is implemented and accepted by the Customer. (ii) Outage Time is due to the Customer's equipment and/or the circuit that connects Customer's premises to the IP Port. (iii) Planned outage for which reasonable notice is given to the Customer and the Customer agrees to release the IP Port to ACT. (iv) Faults reported by the Customer but no fault is found or confirmed by ACT. (v) The periods when the Customer's staff are not available to confirm service operation after clearance of fault. (vi) The periods taken by the Customer to confirm working condition of the IP Port after fault clearance by ACT. (vii) The periods when interruptions are caused by events beyond ACT's reasonable control - Incidents of disaster and Force Majeure.

**11.2 Measurement:**

11.2.1 Network Availability =  $\frac{\text{(Total time taken - Total outage time)}}{\text{Total time taken}}$

11.2.2 The downtime is the sum of complete Outage in service availability time in minutes for an IP Port that is unable to provide the service subscribed by the Customer. During such Outage Time said IP Port is not capable of transmitting and receiving all of the Customer's IP data, considered from the time when the Customer reports a fault condition and releases said IP Port to ACT for testing action, to the time at which ACT returns or attempts to return said IP Port to the Customer. If during testing action, ACT confirms that said IP Port is able to provide the Service subscribed by the Customer, this period shall not be considered as Outage Time and shall be excluded.

**11.3 Service Level:**

Parameter	Service Level	SLA Violation Trigger
Average Network Availability	99.9 %	Duration of Network Unavailability exceeds 30 minutes continuously
Average Network Availability	97.00 %	Duration of Network Unavailability exceeds 30 minutes continuously

**11.4 Average Round Trip Delay (or Latency)**

**11.4.1 Definition:** The "Average Round Trip Delay (or Latency)" shall mean the average time (in milliseconds) for a 32 byte diagnostic packet to transit from ACT's Gateway Router to Peering Router at the Foreign end and return within the Backbone Network.

**11.4.2 Exceptions:** Average Round Trip Delay (or Latency) does not include delays caused by: (i) Delays in transit occurring in the local loop circuit between a ACT's Router and the Customer's site (as the delay varies with the physical distance and the line access speed); or (ii) Any equipment used to interconnect the local loop circuit to the Customer's site or ACT's Router.



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**11.4.3 Measurement:**

**11.4.3.1** Specially generated delay measurement packets are used by ACT to measure Backbone Network Transit Delay.

**11.4.3.2** The measurement frequency is fifteen (15) minutes.

**11.4.3.3** The measured data from the Gateway Router is collected by ACT's Network Management System.

**11.5 Service Level:**

**11.5.1** For Dedicated Internet bandwidth

Parameter	Service Level	SLA Violation Trigger
Average Round Trip Delay (or Latency) to U.S.A.	Maximum of <300 ms	Duration of latency exceeds 30 minutes continuously and min variation of 100 ms
Average Round Trip Delay (or Latency) to UK	Maximum of <200 ms	Duration of latency exceeds 30 minutes continuously and min variation of 50 ms

**11.5.2** Service Uptime%

Parameter	Uptime %
Service Uptime%	99.99%

**11.6 Packet Delivery**

**11.6.1 Definition:** The "Average Backbone Network Packet Delivery" shall mean the average successful packet delivery from ACT's Gateway Router to Peering Router at the foreign end.

**11.6.2 Exceptions:** ACT shall not be responsible for packet loss due to congestion on the Customer access link.

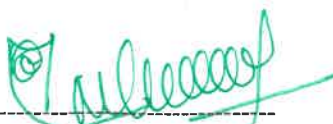
**11.6.3 Measurement:**

**11.3.3.1** ACT will use ICMP Ping utility to measure delivery of packets. Delivery of packets will be calculated from ACT gateway router at connecting pop to router at foreign end.

**11.3.3.2** Presently, ACT will use Singtel routers at San Jose USA and Singapore as foreign end routers. Testing would be done with sample size of 20000 packets of 32 bytes each. Successful echo reply from foreign end will be treated as successful packet delivery.

**11.6.4 Service Level**

Parameter	Service Level	SLA Violation Trigger
Monthly Backbone Network Packet Delivery	99.00 %	Duration of Packet Loss exceeds 30 minutes continuously



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Monthly Network Delivery	Backbone Packet	97.00 %	Duration of Packet Loss exceeds 30 minutes continuously
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## 12. Disclaimer

14.1 The Internet contains unedited material, some of which may be illegal, sexually explicit, immoral or offensive. ACT is merely providing connectivity to the internet and has no responsibility or control over the contents of the internet or the individual's usage of the same. ACT is not responsible for virus/malicious traffic which may infect the Personal Computer / Laptop / mobile phone of the ACT subscriber, since ACT has no control over the same. You, the ACT subscriber, assume full responsibility and risk for the use of the services provided by ACT. The subscriber is solely responsible for evaluating the accuracy, completeness and usefulness of all services, products and other information and the quality and merchantability of all merchandise provided through the internet access service offered by ACT. The services by ACT are provided on an "as available" basis only. ACT does not warranty that the services will be uninterrupted, error-free or free from viruses or harmful components. ACT is not liable for any costs or damages that may arise directly or indirectly on account of your using the services provided by ACT, including any direct, incidental, exemplary multiple special punitive or consequential damages in any event including acts of god, lightning strikes, earthquakes, floods, storms, explosions, electricity fluctuation, fires and any natural disasters, malicious damage etc. Further, ACT does not accept any responsibility or blame for any loss (notional or otherwise) that you may claim to suffer on account of any deficiency or delays in the services provided by ACT. ACT also hereby informs the subscriber that their personal details will be provided to the Legal Authorities on demand, without any prior intimation to the subscriber.

## 13 Declaration

15.1 Subscriber, hereby, certifies that Internet Bandwidth and other services subscribed from Atria Convergence Technologies Ltd are used as permitted by the Government of India or any other Statutory Authority. Subscriber undertakes that the same shall not use the Internet Bandwidth offered for any illegal, immoral purpose. Further, subscriber agrees and certifies that the infringement or violation of any rules prescribed by Government of India or any other regulatory or statutory authority, if any, shall be solely the responsibility of subscriber and shall indemnify Atria Convergence Technologies Ltd in respect of any liability arising out of such misconduct.

## 14 Termination of Agreement

14.1 Continued use of ACT services, constitutes acceptance of the terms of this agreement in its present form without exception and also includes acceptance of any future revisions to the same. If the 'subscriber' is dissatisfied with the services provided by ACT then the sole and exclusive remedy available to the 'subscriber' is to stop using the services and to terminate the ACT account, under intimation to ACT in writing with 1 month advance notice. This does not absolve the 'subscriber' of any dues which remain and the same remains payable. Agreed contractual charges are payable irrespective of termination and or down gradation. Contract would be revised to new 1 year lock in period from the date upgrade/Price Revision takes place

14.2 ACT also reserves the right to disconnect the services to the 'subscriber' in case of any of a number of reasons, including but not exclusive to - negative address verification, non-payment, violation of any terms of this agreement, usage of the service for any illegal or immoral activity etc. ACT is not liable to give the subscriber any advance notice for such disconnection.

Customer Signature

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## 15 Jurisdiction

15.1 Any disputes arising out of or related to this agreement will come under be under Bangalore Civil Court Jurisdiction.

17.2 Any, dispute controversy or claim arising out of or relating to this service arrangement, or the breach, termination, existence or invalidity thereof, shall be referred to a sole arbitrator appointed by the Managing Director of ACT. Customer shall not challenge the nomination of the arbitrator on the ground that the nomination is made by the Managing Director of ACT, being an employee of one of the parties. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitration shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in English. The venue of the arbitration shall be at Bangalore on mutual understanding.

15.2 I/We hereby to abide by the provisions of Indian Telegraph Rules in force and as modified/amended from time to time and such other terms and conditions prescribed by Telegraph Authority/ACT. I/We hereby agree that the services will be used purely for private/permitted application. It will not be used to carry any communication, which is not permitted by the rules of Telegraph authority or in violation of above terms and conditions. I/We hereby further agree to extend facility to Telegraph Authority/ACT in order to enable monitoring of the purpose, performance and operation of the services, as and when required.

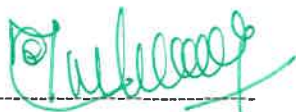
## 16 DECLARATION

I/We, the subscriber, hereby confirm having read all the above terms and conditions, SLA Agreement, Declarations and also confirm my understanding and acceptance in full of the same, without exception. Our subscribing to the services provided by ACT constitutes a total acceptance of the Terms of ACT's service offering.

Please check to certify that Internet Bandwidth subscribed from Atria Convergence Technologies Ltd, hereafter called ACT are used as permitted by The Government of India or any other Statutory Authority. We shall not use the Internet Bandwidth offered for any illegal, immoral purpose. Infringement, if any, shall be our responsibility and we shall indemnify Atria Convergence Technologies Pvt Ltd in respect of any liability arising out of such misconduct.

Please check to certify the nature of business & OSP licences. We understand that this declaration is required to be true and complete in all respects and we are confirming that the information declared hereto, is accurate in all respects to the best of our knowledge. We also declare that if there is a status change in any of the above declared information, it is our responsibility to update you of the same. Further, we accord our consent to allow periodic inspection to validate the network diagram provided by us, as required under the rules of OSP registration (if applicable)

This agreement is in force as long as the Leased line connectivity provided by ACT to SRK INSTITUTE OF TECHNOLOGY . with offered 99.99% of SLA as contracted via Proposal dated against ACT offer PO Dated \_\_\_\_\_ is in effect. Any change / Upgrade/ Downgrade to this connection do not affect this agreement, unless the connection is completely deactivated. Committed Bandwidth 1:1 and Throughput 100%



Customer Signature

**PRINCIPAL**

**SRK Institute of Technology**  
**ENIKEPADU, VIJAYAWADA-521 108.**

Whereas :

(i) ACT has all necessary licenses to provide the Internet Bandwidth Services from the Government of India, Department of Telecommunications (DoT); (ii) The Customer is desirous of availing of the Enterprise Internet service provided by ACT as stated above and wishes to engage the services of ACT in that behalf. (iii) ACT has now agreed to provide such services to the Customer on the following terms and conditions.

Note:

- (i) Please sign the Terms & Conditions, Declarations, Annexures documents and CAF
- (ii) In case of Proprietor firm or Partner Ship firm, please provide ID & Address proof of the Proprietor and Partners
- (iii) OSP registration details are available on <http://www.dot.gov.in/osp/OSP%20registration070808.pdf>
- (iv) Please ensure OSP certificate is valid & the addresses on the certificate and installation address are the same, Proprietor Firm, Partner Ship Firm are not authorized for OSP license.
- (vi) All communication & bill shall be delivered to the billing address provided.

WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*K. Sumanth Kumar*  
 For and on behalf of  
**Atria Convergence Technologies Limited**



Signature of the Authorized Signatory  
(Please affix office/company seal)

Name :  
Designation :  
Place :  
Date :

**For SRK INSTITUTE OF TECHNOLOGY**  
*BSM*

For and on behalf of  
Company  
Name: \_\_\_\_\_ **SECRETARY.**

Signature of the Authorized Signatory  
(Please affix office/company seal)

Name :  
Designation :  
Place :  
Date :

*[Handwritten Signature]*

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Customer Signature  
**PRINCIPAL**  
**SRK Institute of Technology**  
**ENIKEPADU, VIJAYAWADA-521 108.**