

GENERAL TERMS AND CONDITIONS

- A. These General Terms and Conditions (the “GTC”) together with the Customer Application Form (“CAF”), the Product terms and conditions (the “PTC”) and Service Level Agreement (“SLA”), if applicable or if provided to Customer (collectively the “Agreement”), establishes the contractual terms and conditions under which the Company will provide the Service (as defined hereunder) to the Customer. The Customer hereby confirms that he/it has read and understood the terms and conditions of the Agreement and by signing the CAF has agreed to enter into a contractual relationship with the Company and accepts to be bound by the said Agreement. In case of any inconsistencies in the constituent parts of the Agreement or disputes arising with regard to the interpretation of the terms and conditions contained in the said Agreement, the following order of precedence shall apply: (i) the CAF and the PTC (ii) the SLA, if applicable and (iii) the GTC.
- B. In this Agreement, unless the context otherwise requires or unless otherwise specified; (a) Reference to the singular shall include reference to the plural number and vice versa (b) Words denoting the masculine gender shall include the feminine and vice-versa (c) Words denoting natural persons shall include bodies corporate or unincorporated bodies (d) Headings to clauses and terms and conditions of this Agreement are inserted only for convenience and shall not affect the construction or interpretation of the Agreement.
- C. In the event of any conflict between this Agreement and the License (as defined hereunder) the provisions of the License shall prevail.

1. DEFINITIONS

“Applicable Law” shall mean any law that is applicable in a particular context and includes both Central and State legislations as may be amended or repealed from time to time, including specifically the Indian Telegraph Act, 1885, The Wireless Telegraphy Act, 1933, and the Telecom Regulatory Authority of India Act, 1997 and any administrative, judicial and quasi-judicial rulings and delegated legislation such as regulations, rules, guidelines and notifications as may be issued by the Authorities from time to time.

“Authority or Authorities” shall mean the Government of India, Ministry of Communications and Information Technology, Department of Telecommunications (DOT), Telecom Regulatory Authority of India, Telecom Dispute Settlement Appellate Tribunal, the relevant State Government, or other statutory and local authorities, tribunals etc. as the case may be.

“Business Day” shall mean everyday excluding Sundays and Company declared holidays.

“Charges” shall include all payments under the Agreement which are due and payable by the Customer to the Company, whether invoiced or not, inclusive of one-time, registration, testing and installation, Service Equipment and Service rental, billing, network service/feature change, transfer /shifting, reconnection, usage based charges and Security as set out in the CAF and all other fees, rates, taxes, levies, penalties and fines for and in respect of provision of the Service and chargeable Service Equipment to the Customer pursuant to the Customer applying for the Service as per the rates set out in the Tariff published by the Company from time to time or any special rates agreed to be granted by the Company, including charges for services availed through the Network on correspondent networks.

“Company” shall mean Reliance Infocomm Limited having its registered office at Reliance House, Near Mardia Plaza, Off C.G. Road, Ahmedabad 380006 Gujarat, India and Reliance Communications Infrastructure Limited having its registered office at Reliance House, Near Mardia Plaza, Off C.G. Road, Ahmedabad 380006 Gujarat, India or any other Provisioning Entity, affiliates, associates, successors and assigns as may be applicable to a particular context or a specific Service subscribed to in the respective CAF.

“Confidential Information” means all information contained in any media and format, designated as such by either Party including (i) technical or business information or material; (ii) proprietary or internal information of either Party, including but not limited to samples, apparatus and equipment, business policies, customer databases, developments, trade secrets, know-how and personnel information regarding third parties; (iii) information disclosed pursuant to the Agreement and (iv) all such other information which by its nature or the circumstances of its disclosure is confidential.

“Customer” shall mean any person, association of persons, company, proprietary concern, partnership firm

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or any other entity that has subscribed for the Services under the CAF and includes their respective heirs, executors, administrators, successors, permitted assigns, holding, subsidiary and group companies and sister concerns.

“Customer Premise Equipment” or “CPE” means the existing equipment, systems, cabling and facilities of Customer or provided to the Customer by any third party, which is required for Service provisioning, and used in conjunction with the Service Equipment in order to avail of the Service.

“Customer Premises” shall mean the location /or Service Installation Address of the Customer as provided in the CAF where the Service is provided and the Service Equipment is installed.

“Due Date” shall mean the date prescribed by Company in its invoice or statement of charges, on or by which date the Customer shall make payment of the Charges whether invoiced or not.

“License” shall mean the license granted by DoT to provide and operate telecommunication services.

“Network” shall mean Company’s telecommunications network through which Services are made available.

“Party” and “Parties” shall mean, respectively, either or both of the parties to the Agreement.

“Provisioning Entity” means any entity or affiliate providing a Service to Customer other than the Company, which may be a subcontractor of the Company, including licensed carriers or service providers in territories where the Company is not licensed to provide the Service.

“Purchase Order” (“PO”) shall mean the Customers documents, if any, by which the Service may be ordered from the Company.

“Security” means a cash deposit, director’s guarantee, parent company guarantee, credit card payment, direct debit guarantee or bank guarantee or any other valid security or any combination of these as determined by the Company.

“Service” shall mean the Service subscribed to, by the Customer as indicated in the CAF.

“Service Activation Date” means, the date on which the Customer commences use of the Service or when the Service is activated, whichever is earlier.

“Service Equipment” means the equipment, systems, cabling and facilities provided by or on behalf of the

Company at Customer Premises in order to make the Service available to the Customer.

“Service Contract Period” means, the minimum committed subscription period subscribed to, by the Customer for provision of the Service as set out in the CAF.

“Tariff” shall mean the commercial plan or tariff schedule offered by the Company, including but not limited to fees, Charges, rates and related conditions as notified and published by the Company from time to time, in respect of provisioning of the Services.

“Taxes” shall mean all taxes applicable (whether existing or new) on the Service and Service Equipment, for which the Customer is being charged, including but not limited to sales and service tax, withholding tax, entry tax, octroi, property tax and other applicable taxes or duties.

2. SCOPE OF SERVICE.

2.1 Delivery of Services- The Company shall provide the Services to the Customer as per the CAF, subject to the provisions of Clause 3, and 12 of the Agreement and the terms of License. The Customer undertakes to accept and pay upon the Due Date for the said Services and chargeable Service Equipment in accordance with terms of this Agreement.

2.2 The Company shall use all reasonable efforts to commence delivery of the Service on the Service Activation Date, subject however to the fulfillment by the Customer of its obligations as detailed in the Agreement.

2.3 The Company shall be entitled to determine the most appropriate means of providing the Service, including using a Provisioning Entity to deliver all or part of the Service and the method, technology and route of delivery of the Service to the Customer. The Company reserves the right to vary, modify the Service at its sole discretion for technical, business or any other reasons. If a modification to a Service has a material adverse effect on the functionality of that Service, Customer may notify the Company in writing of the existence and nature of such effect.

2.4 The Company may at any time, substitute or change the configuration or routing of its Service Equipment used to provide the Services.

2.5 The Service and the Service Equipment provided hereunder are provided on an “as is” basis and the

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Customer's use of the same is at its own risk. The Company does not make and hereby disclaims, any and all other express/implied warranties, including but not limited to warranties of merchantability/quality, fitness for a particular purpose, title and non-infringement and any warranties arising out of the course of dealing, usage or trade practice.

- 2.6 The Company may temporarily suspend whole or part of the Service at anytime without notice, if the Network fails or requires modification or maintenance.
- 2.7 Provision of the Service to the Customer shall be subject to the terms of the License and the Agreement or any other special terms and conditions of a Provisioning Entity.
- 2.8 The Company reserves the right to use any surplus capacity in the Service Equipment or Network to provide services to any other customer.

3. SERVICE AVAILABILITY.

- 3.1 Service Quality- During the Service Contract Period, the Company shall endeavor to maintain commercially acceptable levels of Service availability and ensure that the Customer is not prevented from making use of the Service as a result of any deficiency or problem in the Network
- 3.2 The Company may enter into a separate SLA with the Customer, provided that all other parameters not covered in the SLA are governed by the terms and conditions of this Agreement.
- 3.3 Service quality, functionality, availability or reliability may be affected and the Company shall not be liable for such disruptions/ interruptions/ deficiency in case they are due to the following reasons; i). Planned repairs, modifications or maintenance notified to Customer in advance, ii) Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company, iii). Any fault in equipment other than Service Equipment or a fault arising from outside the Network, iv). Suspension of Service by the Company as per Clause 8, v). Force Majeure Events, vi). Any fault in or damage to Service Equipment or Network or components thereof for reasons beyond the reasonable control of the Company, vii). Refusal by

Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel, viii). Failure in providing stable power and the other infrastructure required for Service Equipment and/or Customer Equipment, ix). Customer scheduled maintenance, x). Any complaint by the Customer which the Company, after due investigation, finds to be without any basis.

- 3.4 The Customer shall pay all reasonable costs incurred by the Company in investigating and remedying any Service difficulty which is attributable to: (i) the negligence, act, omission, breach or fault of the Customer or its agents, or (ii) the failure or malfunction of CPE that connects to the Service.
- 3.5 In the event of there being any deficiency in the Services or Service Equipment, the Customer shall within a period of seven (7) Business Days from the occurrence of the deficiency notify the Company, and thereupon the Company shall endeavor to rectify the same in a reasonable period.

4. REPRESENTATIONS & WARRANTIES OF CUSTOMER. (Not applicable for Proprietor/Individuals)

- 4.1 Compliance- The Customer warrants that it is a duly organized entity, validly existing and fully compliant with all Applicable Law.
- 4.2 Licenses & authorizations- The Customer warrants that it has all corporate, statutory and other authorisations, licenses and consents necessary to legally execute and perform its obligations under the Agreement and shall continue to have all such authorisations, licenses and consents as long as it avails of the Services or seeks to exercise and/or enforce any of its rights under the Agreement;
- 4.3 Customer Premises- The Customer warrants that it has full rights, title and interests in Customer Premises or such rights, approvals and permissions as are necessary to enable it to use the Customer Premises for the purpose of its business.
- 4.4 No liquidation- There are no bankruptcy, winding up or other liquidation proceedings pending or being contemplated by or against the Customer or threatened against the Customer;

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4.5 No litigation- There are no other legal proceedings pending or contemplated by or against the Customer or threatened against the Customer; that would materially or adversely affect its ability to perform its obligations under the Agreement.

5. BILLING & PAYMENT

5.1 Invoices- The Company shall send bills/invoices/statement of charges (collectively the "Invoice") through post/ courier or electronic media. Customer may also obtain copies of invoices from the Company's offices/authorized outlets for which the Company may levy additional Charges.

5.2 The Company reserves the right to raise and /or collect Invoice by itself directly or through any of its nominees, agents or franchisees. The Company represents that irrespective of the agency that raises the Charges in the Invoice, once the Customer has paid the Charges, it shall be deemed to have been paid to the Company.

5.3 Payment- The Customer shall pay all Charges to the Company, whether invoiced or not on the Due Date. The Company's acceptance of payment from an associate, group, subsidiary, holding Company, collectively "Affiliates" of the Customer shall not amount to the Company having contractually assigned, transferred or modified any of the rights or obligations of the Customer under this Agreement to any such Affiliate.

5.4 If Customer fails to pay the Charges in accordance with the Agreement, the Company shall be entitled, in addition to any other remedy that it might have under Applicable Law, to do one or more of the following:

5.4.1 Set off /adjust against the Security, any amounts due and payable by the Customer to the Company pursuant to the Agreement or any other agreement between the Parties for provision of other telecommunication services.

5.4.2 Charge interest on overdue invoices from the Due Date until payment @ 2.5 % per month or part thereof. Interest shall continue to accrue notwithstanding expiry or termination of the Agreement for any reason.

5.4.3 Exercise a lien over any CPE whether pursuant to the Agreement or any other agreement with the Company.

5.4.4 Suspend or terminate the Services as per the Agreement.

5.5 Security: Customer shall deposit with the Company an interest free, refundable Security in such amount(s) as may be determined by the Company from time to time. The Company reserves the right to forfeit/ adjust/ apply the said Security amount in full or part for the setting off of any Charges, Taxes or such other sums/ debts due from the Customer to the Company at any time. Customer shall continue to be liable for balance amounts, if any. In such circumstances the Company shall be entitled to request that the Security be restored either to the original amount or be increased by such amounts or additional amounts as the Company may decide under the circumstances. The refund of the Security shall be subject to deductions/ set off or adjustments, if any, liable to be made by the Company under the provisions of the Agreement.

5.6 No refund: Except as may be provided in the Agreement, any and all Charges paid by Customer shall not be refunded by the Company under any circumstances.

5.7 Currency: The payment shall be made in such currency as specified in the invoice.

5.8 Additional services: The Customer shall pay the Charges for any additional Service Equipment or other services that it may require for customization or up-gradation of the Service and the Service Equipment and shall also provide such additional Security as the Company may require for the said purpose. Any such provisioning of customized or upgraded Services for the Customer shall not be deemed to constitute as a waiver of the Customer's obligations as per the Agreement for the Services already rendered by the Company. The Parties confirm that the provisions of the Agreement shall continue to be legal, valid and binding as regards any additional services.

5.9 Billing Account: Where the Company provides Services and /or Service Equipment to the Customer and the billing address of such Customer is the address of one of its Affiliates, then such address shall be designated as the "Billing Account" address .

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Any failure by the Affiliate of the Customer to make payments on all Charges, Taxes or other chargeable amounts into the Billing Account of the Customer will not discharge the Customer of its obligations under this Agreement. Further, in circumstances where the Company provides the Services and /or Service Equipment at multiple locations of the Customer and/or its Affiliates and one of the Customer accounts has been designated as the Main Billing Account, and such account shall undertake all responsibility for the accounts of the Affiliates of Customer covered and included under the Service arrangement provided by the Company. In the event an Affiliate of the Customer fails to pay the applicable Charges, taxes or other chargeable amounts then the Main Billing Account shall be liable for all such Charges incurred as a result of the Affiliate accounts use of the Service and/or Service Equipment.

5.10 Suspension/ reconnection- Except for circumstances described in clause 8.13 hereunder Customer shall remain liable for all applicable Charges during temporary suspension/discontinuation of Services. Reconnection of the Services shall be at a cost, as decided by the Company from time to time. The Customer shall be liable to pay all Charges for reconnection of the Services, as notified by the Company from time to time.

5.11 Variation- The Company shall be entitled to change, vary and modify the Service or Service Equipment which may result in upward revisions in any/ all Tariff and/or Charges, withdraw discounts, increase surcharges, etc. at any time in its sole discretion for one, more or all of its Customers.

5.12 The Tariff / Charges are based on prevailing regulations, interconnect regime and interconnect arrangements entered into with other telecom service providers at the time of entering into the Agreement. In case of any change in such arrangements, the Company may impose additional applicable Charges.

5.13 Customer shall pay all the costs of collection of dues and legal expenses along with interest should it become necessary for the Company to refer the matter to a collection agency or to legal recourse to enforce payment.

5.14 Disputes in Billing & Payment: In case Customer disputes any Invoice or part of an Invoice, Customer shall within seven (7) Business Days from the date of such Invoice, deliver a notice in writing to the Company setting out the nature of the dispute. Such notice shall in particular contain the following information: (a) date and number of disputed Invoice; (b) amount in dispute; (c) reason for dispute; and (d) supporting documentation as appropriate. If Company does not receive any notice of dispute from Customer within such stipulated period, Customer shall be deemed to have accepted the Charges on the Invoice as being correct. Should Customer dispute the Charges on the Invoice, Customer shall pay in the first instance all Charges including disputed amount, upon the Due Date, and the Company will, upon resolution of the dispute settle any over payment, if any, in the form of a credit in the next Invoice.

5.15 Taxes: All pricing and Charges due from the Customer are exclusive of all applicable taxes, including service tax, value added tax, sales tax, withholding tax, duties, fees, levies or surcharges (including where applicable any Universal Service Fund or similar surcharges) imposed by or pursuant to the Applicable Law of the Service Provider or the applicable law of the country of the Customer all of which shall be to the account of the Customer.

6 RIGHTS AND OBLIGATIONS OF THE COMPANY

6.1 In performing its obligations under this Agreement, the Company shall at all times exercise reasonable skill and care of a telecommunications service provider and will ensure that it complies with the Applicable Law while provisioning the Services.

6.2 Except as expressly set forth in this Agreement all warranties, representations or agreements with respect to the provision of the Service, Service Equipment or otherwise, whether in oral or in writing and whether express or implied, either by operation of law, statutory or otherwise, are hereby expressly excluded to the extent permitted under Applicable Law. The Company shall not be liable for any act of commission or omission of any third party/ supplier/ manufacturer / agency/ company offering any privilege or benefits to Customer without express

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permission or authority of the Company with reference to the Service or Service Equipment.

6.3 Assignment- The Company reserves the right to transfer or assign and /or delegate any and all or part of its rights and obligations hereunder (a) to any Provisioning Entity, (b) pursuant to any sale or transfer of all or a substantial portion of the assets or business of the Company, or (c) pursuant to any financing, merger, or re-organisation of the Company, or (d) in its business/commercial interests and in line with Applicable Law. Such transfer/assignment shall release the Company from all liabilities under the Agreement.

6.4 Disclosure- Privacy of communication is subject to Applicable Law and the terms of the License. The Company may be required to disclose any information or particulars pertaining to the Customer to any Authority, including but not limited to any security agencies and reserves the right to comply with the directions of such Authorities at its discretion and without intimating the Customer.

6.5 Verification & credit check- The Company reserves the right to seek / verify particulars provided by the Customer to the Company, in any manner without notice or intimation and reserves the right to reject any CAF, for reasons including lack of technical feasibility, incorrect particulars provided by Customer or failure to furnish the same, and without any obligation to disclose such reasons or liability. Any information provided by a prospective Customer /gathered by the Company in relation to the CAF shall become the Company's property even if the CAF is rejected and such information will be retained by the Company in case of termination or discontinuance of the Service.

6.6 The Company reserves the right to refuse any request by the Customer to transfer /relocate the Service Equipment to an alternate Customer Premise and is not obliged to furnish any reasons for such refusal. In case Company consents to such transfer/relocation of Service Equipment, the Customer shall furnish fresh particulars with respect to the alternate Customer Premise and pay all Charges to the Company in respect of the transfer relocation.

6.7 Access- The Company, its agents or franchisees shall be allowed free access to the Customer Premises to remove the Service Equipment in case of

termination, discontinuation or suspension of the Service.

7 DUTIES & OBLIGATIONS OF CUSTOMER.

7.1 Customer shall:

7.1.1 Illegal Use: Not use the Service for any improper, immoral, unlawful or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited messages, which may cause any damage to the Company or any other person whomsoever and shall ensure that its employees, agents and persons using the Service through it comply with the above. Any such misuse shall under no circumstances be attributed to the Company and the Customer shall be solely responsible for such acts. The Customer shall not use the Service to gain access to any third party's information or websites or confidential information or do any act that may amount to breach of a third party's privacy.

7.1.2 Relocation: Bear all additional costs and Charges of transfer/ relocation of Service Equipment or alteration /modification of Service or Customer Premises that may have accrued, due to circumstances beyond the reasonable control of the Company, if required to facilitate the provisioning of or maintaining continuity of any Service. Further, Company shall not be liable for any costs nor shall it be obliged to restore the Customer Premises to its original state in such cases of transfer/ relocation or alteration / modification.

7.1.3 Cooperation: At its own expense provide such assistance to the Company and/or the Provisioning Entity as the Company may reasonably require to provide the Service. The Company shall not be responsible for delay in commissioning of Services on account of the Customer's failure to provide appropriate infrastructure at Customer Premises.

7.1.4 Access: Permit the Company's employees /authorised representatives to inspect the Customer Premises prior to provision of Service, install, configure, maintain, inspect, test, modify and substitute the Service Equipment or CPE, as applicable, at all reasonable times.

7.1.5 Service Equipment- Obtain all necessary municipal, statutory and other approvals from Authorities or

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any other entity from which such approval may be required for installation of Service Equipment at the Customer Premises.

7.1.6 Indemnify the Company from all Charges, Taxes and such other duties that may be levied, or imposed by the Authorities or any third party or by Customer in respect of any Service Equipment installed at the Customer Premises.

7.1.7 In case the Service Equipment is lost, misplaced or stolen, the Customer shall inform the Company immediately and provide a copy of the FIR lodged for the lost, misplaced or stolen Service Equipment. Alternate Service Equipment will be provided and activated after receiving a fresh duly signed CAF from the Customer along with such Charges as the Company may impose. The Company shall not be liable in any manner for misuse of lost, misplaced or stolen Service Equipment or damage to the same.

7.1.8 Forthwith return the Service Equipment to the Company in the event the Company terminates the Service for any reason whatsoever or the Customer discontinues use of the Service.

7.1.9 Undertake not to use the Service Equipment provided by the Company or any affiliate of the Company to procure the telecom services of any other telecom service provider.

7.1.10 House the Service Equipment at Customer Premises in accordance with the Company's instructions as may be given from time to time and in a suitable environment as per prevailing standards; including specifically provision of secured space to install Service Equipment and provision of infrastructure and convenient access.

7.1.11 Not move, modify, relocate or in any way interfere with the Service Equipment or the Network and not allow any co-mingling of the Service Equipment with CPE except to the extent approved by the Company;

7.1.12 Not cause the Service Equipment to be repaired, serviced, or otherwise attended to except by an authorized representative of the Company;

7.1.13 Provide adequate security to Service Equipment, and shall make good to the Company any loss or damage to the same arising due to acts of omission and /or commission on the part of the Customer or its users.

7.1.14 Not create or allow any charges, liens, pledges or other encumbrances whatsoever to be created over the Service Equipment. Title to the Service Equipment shall at all times belong to and remain with the Company. The Company shall not be liable for any damage or liability or any delay or failure in provisioning of the Service as a result of any liens, charges or encumbrances that may exist over the CPE or Customer Premise.

7.1.15 Customer must comply with all relevant security procedures and standards with respect to CPE that interfaces with the Service or Service Equipment and shall co-operate with the Company in respect of the same including providing any assistance that may be required in configuration or modification of CPE as may be necessary to provide the Service.

7.1.16 Be responsible for procurement, maintenance, compatibility and performance of CPE.

7.1.17 Be responsible for communicating with Customer's users of the Service and for handling all complaints and trouble reports made by such users.

7.1.18 Personal Injury: Be responsible and liable for any personal injury, death or tangible property loss arising at the Customer Premises resulting from negligent acts of omission or commission of the Customer, its employees and agents.

7.1.19 Compliance with Applicable Law: Customer and its users shall comply with all Applicable Law, the relevant provisions of the License, and the terms and conditions of the Agreement of the Company and /or a Provisioning Entity, when using the Service or Service Equipment.

7.1.20 Not use the Service for or allow any connection to a Public Switch Telecommunication Network from Customer Premises. In the event Customer breaches the provisions of this clause its liability shall be unlimited as regards liquidated damages and undertakes to indemnify the Company against all or any losses or damages of any kind whether direct, indirect, special, pecuniary, exemplary arising as a result thereof.

7.1.21 Not terminate any third party services on the Company's network.

7.2 No assignment- Customer is not entitled to transfer or assign its obligations and liabilities under the

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Agreement to any other party under any circumstances without prior written permission of the Company. Any transfer affected in contravention of the express terms contained herein shall not absolve the Customer of its duty towards the Company in respect of Charges.

8 SERVICE SUSPENSION

8.1 Suspension. The Company may, at its sole discretion and without prejudice to any other right which it might have to terminate the Service, elect to suspend forthwith the provision of a Service until further notice if the Company:

- 8.1.1** Is entitled to issue a notice to terminate or to otherwise terminate a Service pursuant to Clause 11;
- 8.1.2** Is obliged to comply with Applicable Law;
- 8.1.3** Needs to carry out emergency or planned works, any maintenance activity and/or planned outages to the Network or Service Equipment;
- 8.1.4** Has reasonable grounds to believe that the Service is being used fraudulently, illegally or in association with illegal activities or otherwise not in accordance with any Applicable Law; or
- 8.1.5** Has reasonable grounds to believe that Customer will not or is unable to pay any Charges that is due or is to fall due to the Company.
- 8.1.6** Requests the Customer to provide or increase the Security and Customer refuses or fails to do so within the stipulated time.
- 8.1.7** Determines that Service transmission is limited due to physical obstruction, geographic, topographic, hydrological, meteorological and other causes of radio interference or faults in other telecommunication networks to which the Network is connected.
- 8.1.8** Notifies the Customer of a Force Majeure Event.
- 8.1.9** Any discrepancies / wrong particular (s) furnished by the Customer in the CAF.

8.2 Without prejudice to Clause 5.4.1 and 5.4.2 in case of any suspension due to failure to make payments by Customer; the Service shall not be re-connected till the Company realizes payment of all pending Charges.

8.3 During the period of such suspension the Customer shall continue to be liable for all applicable Charges.

8.4 If Company exercises its right to suspend the Service pursuant to Clauses 8.1.2 or 8.1.3 it will, whenever reasonably practicable, give prior notice of such suspension and use all reasonable efforts to resume the Service as soon as practicable.

9 LIMITATION OF LIABILITY & INDEMNIFICATION.

9.1 The liability of the Company for damages arising out of the provision or use of the Service, Service Equipment or failure to provide the Service or any matter hereunder including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or any representations, whether caused by acts of commission or omission shall be limited to the value of the Charges payable in the month in which the event giving rise to the liability occurred. The above shall be the sole remedy of the Customer.

9.2 Company shall under no circumstances be liable to the Customer for any indirect, incidental, special, consequential, exemplary or punitive damages including but not limited to damages for any adverse impact on business, loss of profits or loss of revenue or any payments to third parties, whether or not arising out of provision of Service, Customer's use of, or inability to access any part of the Service, Service Equipment or Customer's reliance on or use of information, services or merchandise provided on or through the Service and regardless of whether the Parties have been informed of the possibility of such damages.

9.3 The Company shall not be liable to make any refunds whatsoever in case of non-utilization of the Service or Service Equipment by the Customer for any reason.

9.4 The Customer shall defend, indemnify and hold the Company harmless against any and all liabilities incurred such as losses, damages, costs and expenses and third party claims against the Company due to the following reasons;

9.4.1 Arising from any fraud or illegality in relation to or unauthorised use of the Services, Service Equipment or CPE by Customer or any third party or other person(s);

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9.4.2 Against any intellectual property infringement claims in relation to use of Service Equipment or CPE to make use of the Service.

9.4.3 From any failure by Customer and/or its authorised users to comply with the provisions of the Agreement

9.4.4 From any failure by Customer to comply with Applicable Law or relating to content, information or data transmitted using the Services or relating to the provision of the Service.

9.4.5 From any and all claims for physical property damage, personal injury or wrongful death regardless of whether such claims arise out of the negligence or willful misconduct or otherwise of the Customer or its employees, agents, or contractors in connection with the use or provision of the Service.

9.5 If a Party ("Requesting Party") makes an indemnification request to the other ("Indemnifying Party"), the Requesting Party shall permit the Indemnifying Party to control the defense and disposition or settlement of the matter, as applicable, at its own expense; provided that the Indemnifying Party shall not, without the express prior written consent of the Requesting Party, enter into any settlement or agree to any disposition that imposes any criminal liability on or charge against the Requesting Party. The Requesting Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection and at its own costs.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Company confirms that all corporate names, service marks, logos, trade names, trademarks, websites and domain names (collectively the "Company Marks") in respect of the Service and Service Equipment shall remain the exclusive property of the Company and nothing in this Agreement shall grant the Customer the license to use, reproduce, or commercially exploit such Company Marks for any purpose. The Company confirms that all other intellectual property rights such as copyrights, patents or designs whether registered or not that exist in any software, hardware or firmware provided along with Service or

Service Equipment and all proprietary information, trade secrets and know how (collectively the "Company IPR") in respect of the Service, and Service Equipment are the exclusive property of or are provided to Customer under valid licenses by Company and/or its Affiliates(s) under the Applicable Laws. The Customer vide the Agreement is granted a non transferable/ non assignable exclusive license to use such IPR that may exist in the Services and Service Equipment, provided that such permissive use shall in no way be deemed to constitute or operate as a transfer or assignment of any right, title or interest, in any of the said IPR.

10.2 The Customer undertakes not to copy, reproduce, modify, decompile or reverse engineer any software, hardware or firmware in the Service Equipment in any manner whatsoever.

10.3 Customer further undertakes not to directly or indirectly reproduce, distribute, publish, copy, download or otherwise exploit any third party content which is protected by copyright or similar rights unless Customer owns or controls the relevant rights thereto or have obtained all the requisite licenses and approvals from the third party. For the purpose of this clause "third party content" means and includes all information, software, any other material and media provided by any independent third party that can be accessed by Customer through or by virtue of the Service and /or Service Equipment.

10.4 The Customer agrees to indemnify, defend and hold harmless the Company from all third party actions whether civil or criminal that may arise as a result of breach of undertaking in clauses 10.1, 10.2 and 10.3 by Customer, and /or infringement or violation of third party intellectual property rights by Customer or its users which may give rise to third party claims for damages, penalties and such other pecuniary liabilities.

10.5 The Customer acknowledges its obligation to immediately bring to Company's notice any improper, wrongful or illegal use of the Company Marks or Company IPR, which it becomes aware of or which are brought to its notice.

11. TERMINATION

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11.1 The Company may terminate the Service on the occurrence of one of the following events: (a) forthwith by notice if the Customer has committed a material breach of the Agreement which it fails to remedy within thirty (30) Business Days of having been notified of such breach; or (b) if the Customer has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or (c) if the Customer becomes subject to an administration order or if it enters into any voluntary arrangement with its creditors or if it ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any Applicable Law.

11.2 Notwithstanding any other provision, the Company may terminate a Service immediately on written notice to Customer if: (a) with the exception of Clause 8.1.3 a suspension made pursuant to Clause 8 hereinabove continues for a period of more than seven (7) days or (b) Customer fails to pay any Charges by the Due Date.

11.3 Customer's right to terminate a Service shall be exercised in accordance with the respective PTC Exit Policy for that specific Service. In the event Customer does not exit the Service and fails to notify the Company of its intention to extend or renew the Service then it shall be deemed to have automatically renewed the Service on the same terms and conditions of this Agreement on the first Business Day after the expiry of the Service Contract Period and further deemed to have accepted all the Charges that have accrued and become due and payable to the Company as on the date of renewal of the Service Contract Period and the Agreement.

11.4 Service Cessation. The Company may terminate the Service (a) upon thirty (30) Business Days written notice to Customer if it ceases to provide that Service on a commercial basis at the Customer Premises or (b) on thirty (30) Business Days written notice to take effect during or after the expiry of the Service Contract Period. In the event that the Company terminates the Service under sub clause (a), it shall refund to Customer the balance rental

Charges paid by the Customer to the Company for the un-expired portion of the Service Contract Period.

11.5 No Relief. Termination of any Service will not relieve Customer of its obligation to pay any Charges due, owing or incurred under the Agreement.

12. FORCE MAJEURE

Neither Party will be liable for any delay or failure in performance under the Agreement resulting from acts beyond the control of such Party, including without limitation acts of God, acts or regulations of any Authorities or international authority, war or national emergency, whether declared or undeclared, terrorism, accident, fire, lightning, equipment failure, computer software malfunction or design defect, electrical grid/ power failure, telecommunication line or submarine cable failure, acts or omissions of other telecommunications providers, riots, strikes, lock-outs, industrial disputes (whether or not involving a Party's employees) or epidemics of infectious diseases ("Force Majeure Event").

13. CONFIDENTIALITY

13.1 Commencing from the date of the Agreement and continuing for a period of 2 years from the expiry or termination of the Agreement, each Party will protect as confidential, and will not disclose to any third party, any Confidential Information. The Company may disclose Confidential Information to debt collection agencies, credit bureaus or professional advisers, Provisioning Entities or affiliates for the purposes of debt collection from Customer. The Parties will use Confidential Information only for the purpose of the Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information, or

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(e) is required to be disclosed by law, regulation, court or governmental order provided that the disclosing party is notified of such requirement.

13.2 The obligations under clause 13.1 shall bind the Parties for a period of two (2) years from the expiry or earlier termination of the Agreement.

14. DATA PROTECTION AND PRIVACY

14.1 Company shall take adequate measures of data protection and protection of privacy in respect of information and data regarding the Customer; its employees and end users as provided for under the License. This information and data ("Customer Data") may include, but not be limited to, nature or profile of data transmissions and other data gathered as part of providing the Service or necessary for the establishment, billing or maintenance of the transmission, data containing personal and/or private information, and other data provided to or obtained by the Company in connection with the provision of Service. Customer acknowledges and agrees that the Company may use, process and/or transfer Customer Data only (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by the Company for the administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, and market and customer use analysis; (c) to communicate to Customer information on products and services of the Company or its partners via voice, letter, facsimile or email from time to time and (d) to comply with Applicable Law.

14.2 Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties for the use, processing and transfer of Customer Data as described in this clause.

15. NOTICES

15.1 The address for service of all notices in relation to any disputes shall be as under;

In case of notices to Company;

To, CC:

| | |
|-------------------|---------------------------|
| Reliance Infocomm | Reliance Infocomm Limited |
|-------------------|---------------------------|

| | |
|----------------------------|---------------------------------|
| Limited, | |
| Mumbai - 400021, India. | B Block, 2 nd Floor; |
| | Navi Mumbai - 400709, India. |

In case of notices to the Customer; the same shall be sent to the Customers Central Billing Address as stated in the CAF or Registered place of business.

15.2 Any notice required or permitted to be given in writing hereunder will be in English, and sent via email, facsimile, overnight courier, hand delivery or certified/registered mail, to the Parties at the addresses set out in the CAF or such other addresses as may be specified by written notice. Notice sent in accordance with this clause will be deemed effective: (a) the day after transmission, if sent by email, (b) when electronic confirmation is received, if sent by facsimile; (c) the acknowledged delivery date, if sent by overnight courier; (d) when received, if hand delivered; or (e) five (5) days after being sent, if sent via certified or registered mail. A Party may from time to time designate another address or addresses by notice to the other Party in compliance with this clause.

16. DISPUTE RESOLUTION

16.1 Informal Resolution: The Parties shall in the first instance and prior to initiating arbitration pursuant to sub clause 16.2 attempt to resolve through negotiation any or certain disputes informally while maintaining strict confidentiality as per clause 13, in the following manner:

a) Upon written request of a Party notifying (the "Resolution Notification") the other about the existence of a dispute(s), each Party shall appoint a designated representative whose responsibility it shall be to meet and negotiate in order to resolve the disputes. The Resolution Notification shall clearly indicate (i). the nature of the dispute, (ii). A written statement of facts, (iii). and a statement indicating the respective Party's position.

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b) The designated representatives shall negotiate in good faith and attempt to resolve the disputes within a period of thirty (30) Business Days from the date of the Resolution Notification.

16.2 Arbitration: In the event the disputes cannot be resolved within the stipulated period, either Party may by written notice to the other, notify its intention to refer the disputes to arbitration clearly specifying in detail the disputes under reference. Within fourteen (14) Business Days of receipt of the said notice each Party shall nominate their respective arbitrator and the two appointed arbitrators shall in turn appoint a third presiding arbitrator. If either Party fails or neglects to appoint an arbitrator or the two arbitrators fail to agree upon the third presiding arbitrator within the stipulated period mentioned above, then the Parties shall apply to the court of competent jurisdiction for appointment of arbitrator. The venue of arbitration shall be at Mumbai and shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, and the rules framed there under or any re-enactment of the arbitration law then in force. All proceedings shall be in the English language. The Parties shall use their best efforts to complete the arbitration proceedings within a period of six (6) months from the date when the arbitrators enter upon reference.

16.3 The costs of the arbitration proceedings shall be paid as determined by the arbitrator. The Parties agree that the award of the arbitrator shall be final and binding upon the Parties and all persons claiming through or under them. The arbitration agreement may not be waived except upon mutual written consent of the Parties.

17. MISCELLANEOUS

17.1 Governing Law & Jurisdiction: The validity, construction and performance of the terms and conditions of the Agreement shall be governed by, interpreted and construed in accordance with the Law of the Republic of India. The Parties hereto agree to submit to the exclusive jurisdiction of the courts at Mumbai, India.

17.2 Unenforceable Provisions: If any provision of the Agreement, is held by a court or any Authority to be invalid, void or unenforceable, the remainder of

the Agreement will nevertheless remain legal, valid and enforceable.

17.3 No Amendments: Save as specified herein, this Agreement shall be modified only by the written agreement of both Parties.

17.4 Entire Understanding: The Agreement expresses the entire understanding of the Parties and replaces any and all former agreements, understandings, solicitations, offers and representations relating to the Company's performance in connection with the Agreement and contains all the terms, conditions, understandings, representations and promises of the Parties hereto. For the purposes of this Agreement any additional clauses or terms contained in any PO or any commercial terms/proposals shall be deemed to be voidable at the Company's option, to the extent they are in conflict with or are inconsistent with or deviate from the provisions of the Agreement.

17.5 No Waiver: Failure by either Party to exercise or enforce any right or benefit conferred by the Agreement, including the Company's right to deliver invoices in accordance with the relevant clause hereinabove shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion. The Company's rights and remedies in respect of any misrepresentation or breach by Customer under the Agreement shall not be prejudiced by any investigation or credit check carried out by the Company or the execution or performance, in whole or in part of the Agreement or by any other action of the Company that but for this clause might prejudice such rights and remedies.

17.6 Principle to Principle: Nothing in the Agreement and no action taken by the Parties pursuant to the Agreement will constitute or be deemed to constitute between the Parties, a partnership, association, joint venture, or other co-operative entity.

17.7 Continuity: The provisions of this Agreement that by their very nature shall survive expiry or earlier termination of the Agreement shall remain in full force and effect after such expiry or termination.

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