

MICTOTALK COMMUNICATIONS PRIVATE LIMITED INTERNET LEASED LINE SERVICE DESCRIPTION TERMS AND CONDITIONS

1. DEFINED TERMS AND PRIORITY

Unless otherwise defined in this Service Description, all capitalized terms used herein shall have the meanings ascribed to them in the most recent Master Service Agreement, between Microtalk Communication Private Limited ("**Microtalk**"), and ("**Customer**") (the "**Agreement**"). This Service Description including its priority is qualified in its entirety by reference to the specific provisions of the Agreement, and no information contained herein is intended to constitute, and shall not constitute, any representation or warranty except to the extent expressly provided in the Agreement.

The information disclosed herein is subject to the terms of the Confidentiality obligation of the Agreement and should not be used for any purpose other than those contemplated herein.

In this Service Description the following expressions have the following meanings unless inconsistent with the context:-

"Equipment" means computer, networking, and data communications hardware and software used, located, and maintained by Microtalk in respect of the provision of the Services.

"Interconnection" means the interconnection of Microtalk's Network to such other telecommunications or internet network providers as used by Microtalk from time to time (collectively hereafter referred to as "**Carriers**" and each a "**Carrier**") in respect of the conveyance and receipt of Calls by Customer Users via IP, to other numbers subsisting on the global switched telecommunications networks and/or to the Numbers pursuant to the Services.

"Microtalk Network" means Microtalk's telecommunications, SIP, internet, networking, data communications and associated computer equipment and software now and in the future operated and used by Microtalk for the purposes of providing the Services hereunder.

"Services" means the provision by Microtalk of those services set out in Schedule 1.

2. IMPLEMENTATION OF THE SERVICES

2.1 Forthwith following the date hereof, Microtalk shall make available, operate and maintain the Services including but not limited to:

(a) the provision of all necessary Equipment and connectivity at the data centres where Microtalk shall choose to locate and operate Equipment. and

(b) subject to clause 2.2, the connection of the Customer systems (or systems operated by third parties on Customer's behalf) to the Microtalk Equipment and Microtalk Network as necessary for the proper implementation, integration, interworking, operation and maintenance of the Services.

2.2 Customer shall provide to Microtalk such information and co-operation in as timely manner as is reasonably required by Microtalk to enable Microtalk to perform the implementation of the Services. At all times during the period of this Service Description, each Party shall keep the other party informed of any material changes to the configuration of its systems or processes to ensure continued interoperability of the Services.

2.3 Systems operated by third parties on Customer's behalf shall only be connected to Microtalk Equipment and Microtalk Network with the prior written agreement of Microtalk (not to be unreasonably withheld). If such connection requires any testing or integration work by Microtalk then Customer shall pay Microtalk a fee for this work which shall be agreed in writing before the commencement of the works.

3. OPERATION OF THE SERVICES.

3.1 Microtalk shall use its reasonable efforts to provide the Services on an uninterrupted basis (except for scheduled maintenance or upgrade downtime) for the duration of this Service Description (including any termination notice period). Additional services may be added from time to time to the Services upon the terms and conditions as set out in this Service Description or Agreement or on such other terms and conditions as may be mutually agreed by the Parties and shall be included by adding as an amendment to this Service Description an additional Annex signed by the Parties.

4. COMPLIANCE OBLIGATIONS

4.1 In the context of the Services, each Party shall comply with all applicable laws and codes of conduct and comply with all directions, consents and recommendations of applicable regulatory authorities.

4.2 Customer shall comply with all regulatory, best practice and legal requirements applicable to the country or countries it is calling, including but not limited to Data Protection, Opt-In and Do Not Call legislation.

4.3 Customer shall comply with any Acceptable Use Policy issued by Microtalk from time-to-time.

4.3 Customer indemnifies Microtalk for all costs incurred by Microtalk as a result of Customer's actions including those which are in breach of any of its compliance obligations. These costs include but are not limited to direct and indirect costs, legal costs, regulator-imposed fines, management time and direct and consequential loss of profits, which Microtalk may incur in any country as a result of calls made by Customer and carried over Microtalk network which are in breach of Customer's compliance obligations. Customer undertakes that it will pay these costs to Microtalk in full immediately upon notification by Microtalk.

5. NETWORK AVAILABILITY

5.1 Microtalk will provide a high level of availability of Internet Leased Line (ILL) Services on its network, cannot however give any guarantee that their network will operate without any interruption or malfunctions. Microtalk reserves the right to carry out maintenance work on its network at any time which can lead to interruptions in operation. Microtalk also reserves the right to temporarily block certain Internet Services to combat spam and damaging codes (e.g. viruses, worms, Torjan horses, etc.). No assurances or guarantees can be given about the availability, quality, operation or support services for voice, or data traffic, on the networks, or lines of other Internet providers. Microtalk shall not be responsible for local loop (Last Mile) failure, customer's applications and/or equipment, fault in cable system, disconnect due to non-payment or Force Majeure events.

6. DISCLAIMER

6.1 Customer hereby acknowledges that except as specifically set forth herein, Microtalk makes no warranty, representation or indemnity with respect to the quality of services provided to Customer under the Internet Leased Line (ILL) Services. Customer acknowledges that the use of Service is at their own risk. The Internet Leased Line (ILL) Service is provided on an "as-available" basis, and to the fullest extent permitted by law, Microtalk, hereby excluded all and any warranties or conditions of any kind whether express or implied, in respect of the Internet Leased Line (ILL) Service and any content or data obtained or downloaded from it. Without prejudice to the foregoing generality:

Timely, secure or error-free at all times or will meet Customer requirements; and

Microtalk shall not be responsible for the security, integrity, accuracy or completeness of any information that Customer transmit or receive while using the Interest Leased Line (ILL) Service.

The disclaimer under this paragraph 7 is without prejudice to your statutory rights.

7. RESTRICTIONS ON USAGE

The Customer must insure that the Internet Leased Line (ILL) Services provided by Microtalk shall not be used nor shall allow any other party to use such Internet Leased Line (ILL) Services for any purpose other than the purposes permissible under the applicable statutory or regulatory provisions as may be amended from time to time from Department of Telecommunications, Government of India. As per current statutory regulatory provisions the Internet Leased Line (ILL) Services must not be used for any of the following activities.

- a. Voice communication from anywhere to anywhere by means of dialing a telephone number (PSTN / ISDN / PLMN) as defined in National Numbering Plan is not permitted.
- b. Origination the voice communication service from a Telephone in India is not permitted.
- c. Terminating the voice communication to Telephone within India is not permitted.
- d. Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ISDN/PLMN in India is not permitted.
- e. Use of dial up lines with outward dialing facility from nodes is not permitted.
- f. Interconnectivity is not permitted between ISPs who are permitted to offer Internet Telephony Services and the ISPs who are not permitted to offer Internet Telephony Services.
- g. Individuals / Groups / Organizations are permitted to use as customer encryption up to 40 bit key length in the RSA algorithms or its equivalent in other algorithms without having to obtain permission. However, if encryption equipments higher than this limit are to be deployed, individuals/groups/organizations shall do so with the permission of the Telecom Authority and deposit the decryption key, split into two parts, with the Telecom Authority.

8. ILLEGAL USE

The Customers are responsible for ensuring their Internet services are used legally and in compliance with the applicable laws of the country. They are not allowed to use Internet services to alarm or personally harass third parties, or to prevent proper usage of other Internet access, or to misuse such services for another illegal purpose or purpose that is in infringement.

9. STEPS AGAINST MISUSE

Should there be justified indications of illegal usage of a Internet Service, or should such illegal usage be reported by persons or bodies affected or an official body, or should a final judgment have been made on such illegal usage in a court of law, Microtalk is entitled to disclose the data belonging to the Customer responsible for the misuse, or to disclose such data to the official authorities responsible, inform the police and/or other bodies about the incident, to request the Customers to use the services in a legal manner and in compliance with the regulations and furthermore to cease provision of services without advance warning, to dissolve the Agreement with Customer without adhering to a period of notice and without providing any compensation and/or if applicable to claim for damages. Microtalk can take the same steps, if it has reason to suspect that the Customers are infringing or will infringe the Agreement or if the Customers have provided inappropriate or incomplete information when concluding the Agreement. Should Microtalk give notice for one of the abovementioned reasons, the Customers are still liable for payment in accordance with the regulations governing the premature cessation of the arrangement.

10. PAYMENT OF BILLS

It would be the responsibility of Customer to make advance payment for Internet Leased Line (ILL) Service to Microtalk. Microtalk shall have the exclusive right to suspend or terminate the service in case of non-receipt of advance payment by giving the Customer not less than five days' notice in writing or in its absolute discretion. Microtalk shall charge interest at the rate of PLR (prime lending rate) of SBI (State Bank of India) as on 1st April every year plus 4% per annum for delay in receiving such payment which the Customer agrees to pay.

11. TERMINATION OF ACCOUNT

- 11.1 Unless otherwise mentioned herein, this is a continuing agreement between Microtalk and Customer. Microtalk must be notified by Customer if the Service is no longer required.
- 11.2 Customer remains liable for any charges incurred up to the effective date of termination. No refund of any fees will be granted, and no unused services, credited to your account, will be redeemable or convertible to cash or any other form of credit.
- 11.3 Customer may terminate the Internet Leased Line (ILL) Service by notifying Microtalk in writing. It is expressly understood that termination of the Service may not occur immediately.
- 11.4 If, in our reasonable opinion, you breach any of these Terms and Condition, Microtalk reserves the right to terminate an account or very any Service provided to you without notice.
- 11.5 If in Microtalk reasonable opinion, Customer's use of the Service compromises the network or systems used to deliver the Service or place at risk the delivery of the Service to other users then Microtalk may without notice to you act to terminate or suspend your use of the Service or part of the Service.
- 11.6 It is expressly understood by Parties than the Services provided is non-transferrable to any third party and Microtalk may reserve the right to terminate or suspend the Services or part of the Service in case it is found in violation.

12. LIABILITY

Customer hereby acknowledges that, the aggregate liability for the internet Leased Line (ILL) Services of Microtalk and its providers for all direct, indirect and consequential losses, damages, costs, expenses, actions and claims arising out of or otherwise in connection with this COF, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, is limited to the total fees paid by you under this COF in respect of the Internet Leased Line (ILL) Services in the 12 months preceding the relevant cause of action accruing (or, if there is more than one, the last cause of action accruing).

13. SUSPENSION

Microtalk may, without terminating this Service Description and without incurring any liability, contractual or otherwise, or without the possibility of Customer to claim for compensation immediately suspend all or part of the Services it provides under this Service Description until further notice if any of the following occurs:

- 13.1 Customer's account balance exceeds the credit limit set by Microtalk;
- 13.2 Microtalk believes that the Customer's Account is being used in a way which does not comply with its Acceptable Use Policy;
- 13.3 Microtalk is obliged to comply with an order, instruction or request of government, emergency services organization or other competent authority;
- 13.4 Customer fails to make any payment of undisputed amounts in full on the due date;
- 13.5 Suspension is necessary for reasons of public security, to perform work necessary for operations or to avoid faults in the Microtalk Network; or

13.6 Suspension is necessary for operational reasons such as maintenance, systems alterations or because of an emergency; provided, however, that in this case Microtalk shall give Customer seven (7) days prior written notice of any planned outages if reasonably possible.

13.7 Microtalk shall have the right, at any time and without notice to the Customer to withdraw and resume the Internet Leased Line (ILL) Services for such period or periods as it shall think fit in case it is of the opinion that such an action is necessary or expedient in the public interest. The decision of Microtalk in this respect will be final. Provided however, that the Customer shall be entitled to an adjustment of the proportionate part of the annual Internet Leased Line compensation payable by it in respect of periods for which such right has been exercised by Microtalk. Other than such abatement of charges, Microtalk shall not be liable to pay any compensation or other payment of any kind such as those in the nature of damages of any kind to the customer of exercising such rights.

Suspension of any Services by Microtalk will not exclude any rights Microtalk has to otherwise terminate any Services or this Service Description.

14. PROJECT MANAGEMENT

14.1 The Parties shall each provide contact details of commercial and technical representatives and such representatives shall provide reasonable co-operation to each other in relation to the subject matter of this Service Description. Any changes to those representatives will be notified in writing to the other Party as soon as reasonably practicable.

15. SERVICE CUSTOMISATION

15.1 The Service may be customised to Customer's specific requirements. If required, the reseller shall provide written instructions to Microtalk on the basis of which Microtalk will provide a written quotation to Customer to meet Customer's requirements.

15.2 If Microtalk is unable to meet Customer's instructions the Parties shall meet to agree a revised Service customisation. In no event will Microtalk be obliged to accept any customisation instructions from Customer. Equally Customer is not obliged to accept a quotation from Microtalk.

15.3 If Customer accepts a quotation provided by Microtalk in accordance with this clause it shall pay for the agreed Service customisation in advance.

15.4 Once Microtalk has received payment from Customer it shall provide the Service customisation as set out in the quotation.

15.5 Any Intellectual Property Rights created pursuant to the Agreement shall remain the property of Microtalk and Microtalk may, on its sole discretion, grant Customer a non-exclusive right to use such Intellectual Property Rights for the duration of this Service Description.

15.6 Microtalk shall be the single point of contact for Customer for any Service customisation provided in accordance with this Service Description and Customer agrees not to approach or engage directly with any developers, contractors or other third party engaged by Microtalk to provide this Service.

ANNEX 1 – SERVICE LEVEL AGREEMENT

1. Network Uptime

Microtalk guarantees network uptime of 99.00%. The service will be considered unavailable in the event of any unscheduled service outage on the Microtalk network due to the transmission or equipment failure causing 100% blocking of movements of packets ahead of the Customer link and will be calculated on the monthly basis on Customer's request.

2. Maximum Time to Respond / Mean time to resolve (MTTR)

The MTTR for a network related problem reported on the Microtalk network only is as per table below

MTTR		
Description	Minimum Time to Respond	Mean Time to Resolve
Network	30 Minutes	4 Hours

*All parameters in Table 1.0 would be calculated by taking an average over a period of 1 calendar month.

3. Network and Service Availability/ Uptime (in %)

Network Unavailability will not include any unavailability resulting from:

- Scheduled Maintenance of Microtalk Network;
- An interruption during any period when the customer elects not to release the service for testing/repair/ maintenance and continues to use the Service on an impaired basis;
- Any cut/fault in submarine cable system beyond Microtalk's control. However Microtalk may provide service on best effort basis during this period depending on availability of resources;
- Interruptions due to failure of equipment provided by Customer or other third party on behalf of Customer;
- Acts or omissions of Customer (including the provision of inaccurate information knowingly or unknowingly), or any use or user of the service authorized by Customer or Customer caused outages or disruptions;
- Interconnections to or from and connectivity within other Internet Service Provider (ISP) networks or any other service provider network in India; or
- Disconnection/s due to non-payment of Microtalk's dues; or
- Reasons of Force Majeure.
- Network Availability= $\frac{\text{Overall Network Uptime}}{\text{Total Time} - \text{Maintenance} - \text{Incidence of Disaster} - \text{Outage on Customer's Behalf}}$

4. Network Availability Guarantee Remedy

In the event the Customer experiences network unavailability during a month in excess of the guaranteed SLG (Table 1.0), the Customer may receive service Credit as per service credit table in **Table 1.0**.

Parameter	Service Level	Rebate (Hours) in terms of extension of Service
Network	98.99% - 98.00%	1:1
	97.99% - 97.00%	1:1.25
	Less than 97.00%	1:1.5

- 1:1** shall mean that for every 1 hour of network downtime, as measured by Microtalk's network, Microtalk will extend the service by 1 hour.
- 1:1.125** means for every 1 hour of network downtime, as measured by Microtalk's network, Microtalk will extend the service by 1 hr and 15 minutes
- 1:1.5** would mean that for every 1 hour of network downtime, as measured by Microtalk's network, Microtalk will extend the service by 1 hr and 30 minutes.

However the total extension of service offered as service credit shall not be more than three (3) days

5. Service Credit Claim Process.

All service credits are calculated post completion of one (1) service quarter. To initiate a claim for Service Credit with respect to the Network Availability Guarantees, Customer shall submit a Service Credit Request Form within seven (7) business days after the end of the service quarter during which the outages occurred. **Customer to claim service credits within maximum of 90 days post end of a service quarter.**

The claim for Service Credit must include the following information:

- a. Customer Name and contact information
- b. TICKET number, circuit ID and billing code.
- c. Product or Service type
- d. Date and beginning /end time of outage
- e. Brief description of the characteristics fault
- f. End User location and circuit ID.
- g. Balance Payment status

6. Planned Outages

- a. Planned preventive network maintenance may be scheduled by Microtalk.
- b. All planned outages will be carried out during maintenance window between 0200 hrs to 0600 Hrs IST.
- c. Microtalk will inform by Phone, email or fax about maintenance activity to customers at least 14 days in advance. Customers may plan their data transfers accordingly.
- d. Customers shall allow Microtalk to carryout maintenance activities as and when required. Microtalk will carry out repair and maintenance activity on non receipt of confirmation from customers and shall not be responsible for loss of service.
- e. In case of emergency and customer services are affected partially or fully, Microtalk will evaluate the criticalness and carryout maintenance to restore service immediately without any prior notice