



STANDARD TERMS AND CONDITIONS FOR MPLS SERVICES IN INDIA

SPRINT TELECOM INDIA PRIVATE LIMITED ("STIPL")

1. GENERAL.

- 1.1 **Applicability.** These Standard Terms and Conditions contain general provisions that apply to Multi-Protocol Layer Services ("MPLS") Services ("**MPLS Services**") that STIPL provides to Customer in India.
- 1.2 **Order/Incorporation.** Customer will sign a contract or order for the purchase of MPLS Services, specifically the Customer Application and Order Form ("**COF**"). These Standard Terms and Conditions are incorporated by reference into the COF.

2. DEFINITIONS.

- 2.1 "**Agreement**" means the written contract between STIPL and Customer for the provision and use of MPLS Services in India, specifically the COF and all attachments, these Standard Terms and Conditions, and documents are incorporated by reference.
- 2.2 "**Governmental Authority**" means any governmental authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal, court or other law, rule or regulation making body/entity having or purporting to have jurisdiction on behalf of the Republic of India or any other government having or purporting to have jurisdiction over a party, or any state or other subdivision thereof or any municipality, district or other subdivision thereof including, without limitation, the Department of Telecommunications, Ministry of Communications, Government of India ("**DoT**") and/or any other telecom regulatory authority, including Telecom Engineering Center, having competent jurisdiction; and/or Chairman, Telecom Regulatory Authority of India ("**TRAI**"), Telecom Dispute Settlement and Appellate Tribunal ("**TDSAT**") and includes any officer empowered by them to perform all or any of the functions of such a governmental authority.
- 2.3 "**License**" means the Unified License granted to STIPL under the provisions of the Indian Telegraph Act, 1885.
- 2.4 Capitalized terms not defined herein will have the meaning as set forth in the COF.

3. MPLS SERVICES.

- 3.1 **Order Forms.** Customer will complete a COF for the provision of MPLS Services. Each COF will set forth the scope of the MPLS Services to be provided by STIPL to the Customer.
- 3.2 **Acceptance of Services.** STIPL will notify the Customer when the MPLS Services are installed, tested and available. Following STIPL's notification, Customer will have 5 business days in which it may reject the MPLS Services' readiness only on account of failure to meet the requirements set forth in the COF. In the event STIPL is not notified in writing within the 5 business days, MPLS Service will be deemed to be accepted by Customer. STIPL will use all reasonable efforts to deliver the MPLS Services on the "**Activation Date**" (defined in the COF as the date MPLS Services are installed and made available), subject to the fulfillment by the Customer of its obligations as provided in the Agreement.



- 3.3 Performance.** STIPL will provide the MPLS Service in accordance with the applicable Service Level Agreement (“**SLA**”). STIPL will not be liable for disruptions, interruptions, deficiency, in case they are due to the following reasons: (a) Planned repairs, modification or maintenance notified to the Customer in advance; (b) Any fault in the equipment other than Customer Premise Equipment (“**CPE**”); (c) Unauthorized changes to the CPE made by the Customer without notifying STIPL; (d) Any fault or damage to the CPE or STIPL Network or components thereof for reasons beyond the control of STIPL; (e) Force Majeure Events; (f) Failure to provide stable power and other infrastructure required for the proper functioning of the CPE; (g) Customer’s scheduled maintenance; (h) Refusal by Customer to allow access to its premises to STIPL’s personal or refusal by the Customer to allow testing or repair of the MPLS Service or CPE.

4. CHARGES.

4.1 Orders.

- A. Pricing and Billing to Customer.** During the term of any COF (“**COF Term**”), Customer will pay STIPL at the prices set forth in the COF or an attached pricing sheet to the COF.
- B. Cancellation Prior to Activation Date.** If a Customer terminates the COF any time after signature of the COF and prior to the Activation Date, the Customer will be liable for actual costs, including any third party charges and prepayments and deposits that STIPL has made on behalf of the Customer incurred by STIPL for the provision of MPLS Service. These costs are exclusive of GST.
- C. Other Cancellation.** If Customer terminates a COF prior to the expiration of the COF Term, Customer will pay early termination charges as set forth in Section 11. These charges are exclusive of GST.

4.2 Taxes.

- A. Generally.** STIPL’s rates and charges for MPLS Services do not include taxes, nor do the rates and charges contemplate that taxes will be deducted or withheld by Customer from the payments Customer makes to STIPL. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, GST, property, transaction, or other local, state or national taxes or charges imposed on, or based upon, the provision, sale, use, or supply of MPLS Services. Customer will not be responsible for payment of STIPL’s direct income taxes, employment taxes, and any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law. For the avoidance of doubt, any charges (including interest), costs, or claims under this Agreement are exclusive of GST and GST will be charged separately, as applicable.
- B. Customer Billing in India.** To the extent Customer is required to withhold taxes (under India tax law) on payments it makes to STIPL, Customer agrees to provide STIPL a valid tax deduction/payment certificate evidencing the payment of all taxes under this Agreement in order to allow STIPL to take a credit for the withholding taxes. Customer shall keep STIPL fully indemnified in respect of the consequences of failure by Customer to pay all such taxes, duties, levies or charges imposed on the fees or services referred herein. Customer undertakes to indemnify STIPL of any costs or losses (inclusive of the cost related to any penalties, tax assessments and fines imposed by the applicable authorities and any professional fees) suffered by STIPL as a result of a breach of this Section. Where STIPL provides a lower withholding tax certificate, the Customer should withhold taxes on the basis of the rate provided in the withholding tax certificate.



- C. **Customer Billing Outside of India.** The Customer must not deduct any withholding taxes from the invoiced amount. The Customer must pay STIPL as if no withholding taxes were applied to the MPLS Services, and must additionally pay any withholding taxes to the relevant authorities in accordance with applicable law. To the extent the Customer deducts withholding taxes from the invoiced amount, Customer agrees to indemnify STIPL in the amount of the Customer's deduction of such withholding taxes.
- D. **GST.** In case Customer wishes to claim the input tax credit of the GST charged by STIPL on its tax Invoice, Customer agrees to provide STIPL all required information under GST law, including but not limited to, Customer's correct GSTN and registered address, in advance of billing. STIPL will not be responsible for any loss of input tax credit in the event Customer does not provide all required information in order for STIPL to issue a tax compliant invoice under GST law.

5. **BILLING AND PAYMENT.**

- 5.1 **Commencement of Invoicing.** Unless otherwise specified in the COF, STIPL will begin invoicing Customer in full for non-recurring and recurring charges on the later of:
 - A. the Activation Date, or;
 - B. the delivery date specified in the COF.
- 5.2 **Delays.** If STIPL cannot deliver the MPLS Service by the earlier of the Activation Date or the date specified in the COF, due to a Customer-caused delay, STIPL will bill Customer as of the delivery date specified in the COF.
- 5.3 **Currency.** All STIPL invoices will be issued in INR. Customer will pay the invoice in INR. In the event STIPL bills a Customer outside India (as set forth in Section 4.2(C)) and not in INR, the consideration that STIPL receives must be in foreign convertible exchange and a valid foreign inward remittance certificate ("FIRC") is provided to STIPL to prove the remittance is in convertible foreign currency.
- 5.4 **Payment.** Customer will pay STIPL's invoices in full in INR within 30 calendar days from the receipt of the invoice ("**Due Date**"). Invoices are deemed to have been received within 5 calendar days of the invoice date. If Customer fails to pay invoices by the Due Date, STIPL will issue a written notice of nonpayment. If Customer fails to make such payment within 15 days of receiving STIPL's written notice of nonpayment, STIPL may suspend or terminate the MPLS Services. Except as provided in the Disputed Invoice section below, STIPL reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of MPLS Services. No set-off/adjustment will be permitted by Customer without STIPL's prior written consent. STIPL's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by STIPL, including, but not limited to, reasonable attorneys' fee, if Customer fails to cure its breach of these payment terms.
- 5.5 **Interest Charges.** If Customer fails to pay charges for MPLS Services when due, STIPL will charge Customer interest on those charges equal to 1½ % per month of the outstanding balance or the maximum rate allowed by law. Interest charges are exclusive of GST and will be charged separately.
- 5.6 **Disputed Invoices.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge so long as Customer: (a) makes timely payment of all undisputed charges; and (b) within 30 days of the Due Date, provides STIPL with a written explanation of the reasons for



Customer's dispute of the charge. Customer must cooperate with STIPL to promptly resolve any disputed charge. If STIPL determines, in good faith, that the disputed charge is valid, STIPL will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge. If the dispute relates to billing errors, STIPL may credit or debit, as applicable, the net difference between any discovered overcharge or undercharge.

- 5.7 Credit.** STIPL's provision of MPLS Services is subject to STIPL's credit approval of Customer, and Customer hereby consents to STIPL running said credit report at any time. If Customer's financial circumstance or payment history is or becomes reasonably unacceptable to STIPL, then STIPL may require adequate assurance of future payment as a condition of providing MPLS Services to Customer. STIPL may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

6. WARRANTIES.

- 6.1 Representations and Warranties of Customer.** Customer represents and warrants that: (i) it has the legal right and authority, and will maintain the legal right and authority during each COF Term, to install and use the MPLS Services as contemplated hereunder; (ii) the performance of Customer's obligations under this Agreement and use of MPLS Services will not violate any applicable law, rule or regulation or any applicable manufacturers' specifications or unreasonably interfere with STIPL's or its other customers' use of the MPLS Services or network; (iii) Customer is authorized and has completed all required corporate actions necessary to execute all COF(s); and (iv) Customer shall not carry out any act or omission that results in STIPL breaching any law, rule or regulation.
- 6.2 Representations and Warranties of STIPL.** STIPL represents and warrants that: (i) it has the legal right and authority, and will maintain the legal right and authority during each COF Term, to provide the MPLS Services ordered by Customer hereunder; (ii) the performance of STIPL's obligations under this Agreement will not violate any applicable law, rule or regulation; and (iii) STIPL is authorized and has completed all required corporate actions necessary to execute the applicable COF(s). Any additional warranties and maintenance for MPLS Services, if any, which are specifically agreed to be provided by STIPL, will be included in the respective COF(s) and SLA(s).
- 6.3 Disclaimer.** Except as, and then only to the extent, expressly provided in the Agreement or the applicable SLA, MPLS Services are provided "as is" and STIPL disclaims all express or implied warranties, and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services or software.

7. EQUIPMENT AND SOFTWARE.

- 7.1 Non-STIPL Equipment or Software.** Customer is responsible to rectify any impairment to MPLS Service quality that is caused by equipment or software not provided by STIPL. Customer will continue to pay STIPL for MPLS Services during such impairment.
- 7.2 Software License.** During the COF Term, Customer is granted a non-exclusive and non-transferable license or sublicense to use software provided with the MPLS Service, in accordance with the applicable software licensing terms. No rights are granted to source code. Customer cannot use any software on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any software. STIPL may block or terminate Customer's use of any software if Customer fails to comply with applicable licensing terms



7.3 Title to Software or Equipment. STIPL retains title and property rights to STIPL-provided software and equipment, whether or not they are embedded in or attached to real or personal property. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the STIPL-provided equipment and software, including all copies, to STIPL, or will provide STIPL access to reclaim such equipment and software.

8. CUSTOMER RESPONSIBILITIES.

8.1 Installation. In preparation for installation of any equipment, including CPE, for the MPLS Services, Customer will: (a) at its expense, prepare its sites to comply with STIPL's installation and maintenance specifications; (b) pay STIPL any applicable charges to relocate any installed MPLS Services, when such relocation is requested by Customer; (c) install, maintain, and pay for cabling that connects the MPLS Service to equipment that is not provided by STIPL; (d) maintain the Customer-provided equipment space and associated facilities, conduits and rights-of-way as safe places to work, and insure such facilities against fire, theft vandalism and other casualty; (e) ensure that the use of the Customer-provided equipment space and associated facilities, conduits and right-of-way comply with all applicable laws, rules and regulations, as well as any existing leases and other contractual agreements or right of others; and (f) be responsible for all damages to STIPL-provided equipment located on Customer's premises, excluding reasonable wear and tear and damages caused by STIPL. STIPL will not be responsible for any delay in commissioning of the MPLS Service on account of the Customer's failure to provide the appropriate infrastructure at its premises.

8.2 Use of MPLS Services by Customer.

- A. Acceptable Use Policy.** When using MPLS Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by STIPL. Customer will prevent third parties from gaining unauthorized access to the MPLS Services via Customer's facilities.
- B.** The Customer agrees and undertakes not to use the MPLS Services for any of the following activities:
- i. Voice communication by means of dialing a telephone number (Public Switched Telephone Network ("PSTN") Integrated Services Digital Network ("ISDN"), and Public Land Mobile Network ("PLMN");
 - ii. Originating the voice communication from a telephone in India;
 - iii. Terminating the voice communication at a telephone within India;
 - iv. Establishing connection to any PSTN in India or establishing gateway between Internet and PSTN/ISDN/PLMN in India;
 - v. Use of dial-up lines with outward dialing facility from nodes;
 - vi. Interconnectivity with other ISPs; or
 - vii. to use the STIPL- provided equipment to procure telecom services of any other telecom service provider.



- C. Customer is permitted to terminate the network access to an Electronic Private Automatic Branch Exchange (“EPABX”) provided that the EPABX is logically partitioned to prevent any unauthorized flow of traffic between the public and private networks. Customer will not tamper with the logical partitioning on the EPABX to allow unauthorized cross flow of traffic between Customer’s public and private networks.
- D. MPLS Services cannot be used by the Customer for Call Center/Other Service Provider (“OSP”) operations without the Customer having registered with the DoT as a Call Center/OSP. Customer will submit a Call Center/OSP license or registration copy to STIPL upon request.
- E. Customer will not employ bulk encryption equipment in the STIPL network. Any encryption equipment deployed by Customer for specific requirements will be done with the approval of the Governmental Authority and in compliance with its requirements.
- F. The Customer will not send any data with objectionable, obscene, unauthorised or any other content, messages or communications infringing copyright, intellectual property right and international and domestic cyber laws, in any form or inconsistent with the laws of India, over its or STIPL’s network and must take all reasonable measures to prevent it. STIPL reserves the right to take such measures as may be reasonably necessary, in STIPL’s sole discretion, including but not limited to identification and blocking or filtering of Internet traffic sources which STIPL deems to pose a security or operational risk or a risk of violation of its AUP.

8.3 Resale and Use of Services.

- A. **Resale of Services.** Customer shall not have any right to resell the MPLS Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of MPLS Services. Customer shall be solely responsible and liable for any misuse of MPLS Services by Customer’s customers or any third parties in respect of Customer’s resale of MPLS Services and will indemnify and hold harmless STIPL against any and all claims or proceedings arising from or related to such resale of MPLS Services by the Customer. In case of resale of MPLS Services, Customer will not: (i) refer to STIPL in any marketing or service materials, except with STIPL’s prior written consent; or (ii) act or purport to act on behalf of STIPL.
- B. **Customer’s Obligation.** In the event Customer resells the MPLS Services to a third party, it shall do so only under the conditions that: (i) any and all of such third party’s acts and omissions (including any failure by the third party to comply with any applicable law, rule or regulation in the jurisdiction in which it uses or resells the MPLS Services) shall be attributable to Customer for the purposes of this Agreement; (ii) any resale or sublicense by Customer of the MPLS Services shall not relieve Customer of its obligations under any applicable COF or this Agreement; and (iii) such third party waives any liability by STIPL in connection therewith.

9. CONFIDENTIAL INFORMATION / INTELLECTUAL PROPERTY RIGHTS.

9.1 Confidential Information.

- A. The following shall be deemed “**Confidential Information**” for purposes of this Section 9: (i) the provisions of this Agreement; and (ii) all information provided to a party (the “**Receiving Party**”) by the other party (the “**Disclosing Party**”) under, or in the course of performing under, this Agreement where such information is marked or reasonably identified or identifiable as confidential or proprietary, including without limitation technical, operational, marketing, billing, pricing and commercial information in relation to the supply of MPLS Services.



- B. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is independently developed by the Receiving Party; or (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Section (provided that the burden of establishing the availability of the foregoing exceptions shall be on the Receiving Party).
- C. Confidential Information shall remain the property of the Disclosing Party. Each Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party (and each party shall maintain the confidentiality of this Agreement) using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary and confidential information but in any event always at least a reasonable degree of care. A Receiving Party must not disclose the Disclosing Party's Confidential Information to any third person except: (i) to its employees (which for STIPL includes its affiliates' and its third party service providers' employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (ii) to legal and financial advisers; (iii) with the other party's prior written consent; or (iv) if required by law, any stock exchange, or any Governmental Authority.

9.2 Injunction. The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information in any court of competent jurisdiction. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations of the Agreement will not raise the defense of an adequate remedy at law.

9.3 Trademarks. Neither party shall have the right to use the other party's or its affiliates' trademarks, logos, trade dress, service marks, trade names or service names in any manner, or to refer to the other party by name or identifiable description in any marketing, promotional or advertising materials or activities, without the written consent of the other party.

9.4 Data Protection.

- A. **Customer Data.** STIPL will take adequate measures for data protection and protection of privacy in respect of information and data relating to the Customer, its employees and end users ("**Customer Data**") as provided under the License.
- B. **Use of Customer Data.** The Customer expressly consents that STIPL may use, process or transfer the Customer Data only: (a) in connection with the provisioning of MPLS Services; (b) to incorporate Customer Data into databases controlled by STIPL for the administration, provisioning, billing and reconciliation, verification of Customer identity and solvency issues, maintenance, support and product development, fraud detection and prevention, sales, revenue, subscriber analysis and reporting, and marker and subscriber use analysis; (c) to communicate with the Customer regarding information on products and services of STIPL and its associates from time to time; (d) to comply with applicable law.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION.

10.1 Indemnification. Each party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising directly from the indemnifying party's performance of the Agreement and relating to damage to tangible property, personal injury or death caused by such negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents. Customer shall also indemnify, defend and hold STIPL harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) relating to Customer's use of the MPLS Services: (i) relating to Customer's or Customer's end user's use of



the MPLS Services; and/or (ii) arising from Customer's breach of Section 8, or STIPL's AUP. Claims under this Section are exclusive of GST.

- 10.2** The indemnified party under Section 10.1: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other party shall have control of the defense and settlement; and (iii) shall reasonably cooperate with the defense.
- 10.3 Damages.** Notwithstanding any other provision hereof, neither party shall be liable for: (a) any indirect, incidental, special, consequential, exemplary or punitive damages; or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement, whether or not caused by the acts or omissions or negligence (including gross negligence or willful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages; provided however, that the foregoing exclusions shall not apply to limit the parties' indemnity obligations set forth in Section 10.1 For any liability not excluded by the foregoing or Section 10.4, STIPL and Customer shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by STIPL pursuant to the applicable COF giving rise to the liability.
- 10.4 Limitation for MPLS Services-Related Matters.** STIPL's sole liability and Customer's sole remedy for damages arising out of or relating to any act or omission relating to the furnishing of or the failure to furnish MPLS Services (including, but not limited to, mistakes, omissions, interruptions, failure to transmit or establish connections, failure to satisfy service levels or specifications, delays, errors or other defects) is limited to any applicable credit allowances due and/or Customer's right to terminate MPLS Service under the applicable SLA.
- 10.5** Nothing in this Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

11. TERMINATION.

11.1 STIPL Right to Suspend or Terminate.

- A. Suspension or Termination for Cause.** STIPL may suspend or terminate MPLS Services or the Agreement immediately if: (i) Customer fails to cure a payment default within 15 days of receiving STIPL's written notice of nonpayment; (ii) Customer fails to cure any other material breach of the Agreement within 30 days after receiving STIPL's written notice; (iii) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for MPLS Services; (iv) Customer fails to comply with applicable law or regulation and Customer's noncompliance materially interferes with STIPL's performance under the Agreement or exposes STIPL to legal liability; or (v) Customer fails to comply with the resale restrictions contained in the Agreement.
- B. Technology Evolution.**
- i. In the normal course of technology evolution and enhancement, STIPL continually updates and upgrades its networks, including MPLS Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, STIPL will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, STIPL reserves the right, in its sole discretion, after providing the notice set forth in subsection (ii) below, to: (a) migrate Customer to a replacement technology; or (b) discontinue MPLS Service, network standard, or



technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected MPLS Service, network standard, or technology.

- ii. If STIPL takes any action set forth in subsection (i) above, STIPL will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of STIPL's notice may include providing written notice to any address listed in the COF for Customer.

11.2 Customer Right to Terminate.

- A. **Material Failure of STIPL.** If STIPL materially fails to provide MPLS Service or otherwise materially breaches the Agreement, Customer may terminate the affected MPLS Service without early termination liability, provided, Customer gives STIPL written and detailed notice of the failure, and 30 days from receipt of notice, to cure.
- B. **Termination for Convenience.** Customer may terminate the affected COF during the COF Term by providing 30 days' written notice to STIPL, subject to early termination charges as set forth in Section 11.3 below.
- C. **Payment of Charges.** Termination of the Agreement or a COF pursuant to A. or B. above, will not relieve the Customer of its obligation to pay any charges due for MPLS Services rendered to that date, or for charges which have been incurred by STIPL in the provision of the MPLS Service.

11.3 Early Order Term Termination Liability. Termination of the MPLS Service by Customer before the end of the applicable COF Term, unless the termination is due to STIPL's material failure, will be subject to the following early termination charges, which represent STIPL's reasonable liquidated damages and not a penalty: A lump sum equal to: (1) the applicable monthly charges for the MPLS Service multiplied by the number of months remaining in the first year of the COF Term, plus (2) 50% of the applicable monthly charges multiplied by the number of months remaining in the COF Term after the first year, plus (3) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable COF Term. Any early termination charges are exclusive of GST.

12. **FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "**Force Majeure Event**"). Force Majeure Events include, but are not limited to: natural disasters, wars or national emergency's (whether declared or undeclared), riots, and terrorist activities; power failures/cable cuts by third parties, computer software malfunction or design defect, failure of telecommunication line or submarine cable failure, acts of omissions of other telecommunication providers, and other actions or inactions of third parties; fires; embargoes, and labor disputes; and court orders and governmental decrees.
13. **ORDER OF PRECEDENCE.** If there is a conflict of interpretation between the COF and these Standard Terms and Conditions, the provisions of the COF will prevail.
14. **INDEPENDENT CONTRACTOR.** STIPL provides MPLS Services as an independent contractor under the Agreement. The parties' relationship and the Agreement will not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
15. **GOVERNMENT REGULATION.** Each party will obtain and continue to obtain, during the term of the Agreement, approvals, consents, governmental authorizations, licenses and permits from Governmental Authorities as may be required to perform its obligations under the Agreement.



16. **NO THIRD PARTY BENEFICIARIES.** The benefits of the Agreement do not extend to any third party.
17. **GOVERNING LAW.** The terms and conditions of the Agreement will be governed by the laws of the Republic of India. Where applicable, the English version of the terms and conditions of the Agreement will prevail over any foreign language versions.
18. **DISPUTE RESOLUTION.** The parties will make good faith efforts to amicably resolve any disputes under the Agreement before pursuing litigation. All negotiations under this section are confidential and will be treated as compromise and settlement negotiations for purposes of evidentiary rules. Neither party will be obligated to adhere to the obligations in this section when seeking injunctive relief. If good faith resolution is not achieved, and as a result either party desires to pursue any controversy or claim arising under or related to the Agreement, then any such controversy or claim will be submitted to the sole and exclusive jurisdiction of the Bombay High Court in Mumbai, India.
19. **ASSIGNMENT.** Neither party may assign this Agreement without first obtaining the other party's written consent; except, however, that either party may assign this Agreement to an affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other party of any such proposed assignment. Any such assignment by Customer shall be conditioned on a determination by STIPL that the assignee is at least as creditworthy as Customer. Any purported assignment in contravention of this Section shall be invalid and the assigning party shall remain bound. This Agreement will bind and inure to the benefit of each party and each party's successors and permitted assigns.
20. **AMENDMENTS.** The Agreement may only be amended in a writing signed by both parties' authorized representatives.
21. **NOTICES.** Notices required under the Agreement must be submitted in writing and delivered by hand, pre-paid registered mail, overnight courier or electronic mail to any address listed in the COF, or at such other address as may thereafter be furnished. Such notice will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.
22. **REGULATORY AND LEGAL CHANGES.** In the event of any change in applicable law, regulation, decision, rule or order that materially increases STIPL's costs or adversely affects STIPL's delivery of the MPLS Services, STIPL and Customer agree to negotiate regarding the rates to be charged to Customer to reflect such increase in cost or the revisions to this Agreement necessary to equitably adjust for such adverse effect. In the event that the Parties are unable to reach agreement within thirty (30) days after STIPL's delivery of written notice requesting negotiation, then: (i) STIPL may pass such increased costs through to Customer upon thirty (30) days' notice and/or revise this Agreement as appropriate to equitably adjust for such adverse effect, and (ii) Customer may terminate the affected COF without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase or after a materially adverse change to the Agreement pursuant to subsection (i) herein.