

SoftNET

**APPLICATION FOR SUBSCRIBING TO
SOFTNET
OF
SOFTWARE TECHNOLOGY PARK
GUWAHATI**

Software Technology Parks of India

Near L. G. B Airport,
Borjhar, Guwahati – 781 015
Ph : 91 – 361 - 2841269, 2841374
Fax : 91 – 361- 2842657

City Centre : II Floor, Institution of Engineers (India) Building,
Panbazar, Guwahati – 781 001
Ph. : 91-361- 2519072, 602266
Fax: 91-361- 2602266

URL: <http://www.guwahati.stpi.in>

1.0

- (1) Organisation Name
- (2) CEO Name
- (3) Address
- (4) Telephone
- Fax.
- (5) Software Exporter under(*)
 - STP scheme (*)Enclose copy of approval from concerned organisation
 - 100% EOU Scheme
 - Other (specify)
- (6) Type of Service
 - SoftPOINT (LEASED LINE)
 - SoftLINK (SHARED INTERNET IP)
- (7) Type of connection
 - New
 - Upgradation
 - Downgradation
 - Additional
 - Alteration of destination

LOCATION IN INDIA WHERE CONNECTION REQUIRED

2.0

- (1) Organisation Name.
- (2) Person In-charge name.
- (3) Address
- (4) Telephone
- Fax

3.0

SoftLINK-> SHARED INTERNET IP SERVICE..... Kbps

- (1) ACCESS OPTIONS
 - (a) *LAN *If located in STP complexes
 - (b) RADIO (See tariff sheet for details)
 - (c) ANY OTHER Please specify
- (2) PERIOD OF CONNECTION:

From Month..... Year.....

To Month Year.....

4.0

SoftPOINT-> LEASED LINE CONNECTION

(1) Leased Line Data Speed (Kbps).....

NOTE: i) Please enclose equipment layout diagram at India and Foreign End.
ii) Termination on PSTN is not permitted.

(2) Period of Connection

(a) From Month..... Year.....

(b) To Month..... Year.....

(3) LOCATION ABROAD WHERE CONNECTION REQUIRED

(a) Organisation name

(b) Person In-charge name

(c) Address

(d) Telephone

Fax

5.0

(1) Whether any national leased data links from DoT is operational at the location where these data circuits will be terminated. YES/NO

(2) If '1' is YES, whether company is operating a network in India. YES/NO
If YES, copy of DoT permission enclosed.

(3) Whether proposed international link will be connected to the network referred in '2'. YES/NO
If YES, copy of the DoT permission for the same enclosed. YES/NO

(4) Configuration of national / international links from all sites if company is operating a network in India enclosed. YES/NO

6.0

BILLING ARRANGEMENT

SoftPOINT:

(1) Indian half paid by Indian customer to STP-Guwahati

(2) Foreign half paid by foreign customer to foreign carrier

(3) One stop payment by foreign customer to foreign carrier

SoftLINK : Charges for SoftLINK are payable by the Indian customer only.

7.0

Name/Designation of person to be billed.....
.....

8.0

SPECIAL ROUTING & FEATURES

In case customer desires any special routing, services, features which are not covered in this application form, the same may be highlighted in the form of a covering letter and the same shall be subject to technical feasibility and additional charges, if any.

9.0

We have read all conditions of the CONTRACT WITH USERS and confirm to comply with the same. Two copies of the contract duly signed are enclosed.

10.0

We enclose herewith DD (**) for Rupees.....
(in words).....
No.....dateddrawn on Bank
..... Towards.....

- ** i) The DD should be drawn in favour of "Software Technology Park Guwahati".
- ii) Full one time Registration / Installation Charge, One Quarter of Annual Charge and Statutory Levy to be paid in advance with the application form.

11.0

DOCUMENTS ENCLOSED

We have enclosed following documents.

- Copy of approval as software exporter [1(5)]
- Copy of equipment layout both at Indian & Foreign end [4(2)]
- Copy of DoT permission(s) for operating network in India [5{b, c}]
- Configuration of national /international links from all sites if company is operating a network in India [5(d)]
- D D for advance payment [10.0]
- Two copies of the contract duly signed [9.0]

12.0

Signature:
Name :.....
Dated.....Seal :.....

SOFTWARE TECHNOLOGY PARKS OF INDIA CONTRACT WITH USERS OF SOFTNET

This Agreement made this... .. day of Two Thousand and... .. between STPI – Guwahati (Software Technology Parks of India) , an Autonomous Society under Ministry of Information and Technology, Government of India, registered under the Societies Act , 1860 with its Headquarters at 6 , CGO Complex , Electronics Niketan , Lodi Road, New Delhi – 110003 , (hereinafter referred to as " STPI-GUWAHATI" which expression shall unless repugnant to the meaning or context include its successors and assigns) of the one part

and.....

.....
(hereinafter referred to as ' LICENSEE ') of the other part .

WHEREAS the Licensee has requested STPI-GUWAHATI for grant of a licence to use its High Speed Value Added Datacom Network hereafter referred as "SoftNET", as per details below:

1) SoftPOINT (LEASED LINE)

- (a) Indian Location :
- (b) Foreign Location :
- (c) Speed :

2) SoftLINK (SHARED INTERNET IP)

- (a) Indian Location:

(Strike off whichever is not applicable)

AND WHEREAS STPI-GUWAHATI is willing and is in a position to provide and agrees to provide such service to the Licensee on the terms and conditions agreed by both the Parties hereto as recorded in this agreement.

Now, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1.0 Description of Service

STPI-GUWAHATI shall provide SoftNET facility to Licensee for the services defined above.

2.0 Quality of Service

STPI-GUWAHATI shall endeavour to provide reliable and error free Datacom Service to the Licensee. STPI-GUWAHATI shall also endeavour to provide fault response time of two hour

3.0 Other-End-Licensee

It is recognized by STPI-GUWAHATI that Licensee shall be connected to its counterpart in foreign country (hereinafter referred to as 'Other-End Licensees') through the SoftNET facility only when Licensee shall in writing notify STPI-GUWAHATI directly or any party authorised by STP-GUWAHATI of the full name and address of the Other End Licensees.

4.0 Duration and Cancellation

4.1 The Service is provided for a 'minimum period "of 12/36 months from the date connection has been established and shall stand renewed on expiry for further period of 12/36 months each unless otherwise terminated by either party.

4.2(a) The service can be disconnected normally at the end of any calendar quarter with 3months advance notice by the Licensee subject to fulfillment of the criteria defined below:

- (i) Completion of minimum duration = 12/36

- (ii) Notice period required for cancellation = 3 months

In case the Licensee terminated the contract as stated above , STPI-GUWAHATI shall repay to the Licensee or allow him in account the appropriate proportion of any rental paid in advance for a period ending after the Licensee's liability for rental ceases.

- (b) However, if the Licensee is to terminate the contract before the end of the 'minimum period" the Licensee pays to STPI-GUWAHATI all fees he would have had to pay had the contract run until the end of the "minimum period" together with any justified sum for any work rendered abortive by termination.
- (c) At the time of termination of connection, the Licensee shall surrender to STPI – Guwahati or any party authorized by STPI-GUWAHATI the equipment installed at their premises. The Licensee remains liable for the charges payable under this contract if he fails or refuses to permit the removal of such equipment . The refund of security, if any by STPI-Guwahati to Licensee shall be made only after adjustment of disconnection charges as stated in Article 4.2 (a) and (b) above and outstanding Bills etc . The other - end Licensee has to normally surrender the connection. However, if the Other End Licensee requires the connection alive for specific period , the Other End Licensee shall pay to STPI-GUWAHATI or to any party authorised by STPI-GUWAHATI other end charges as per the tariff structure and the currency applicable . This shall be allowed only after execution of the written contract by the other-end licensee.

5.0 Alteration of Service and Destinations

STPI-GUWAHATI is committed to provide flexibility of services relating to alteration of speed and change of destinations. Following procedure shall be followed for the same:

(1) Alteration in Channel Speed :

- (i) Alteration in channel speed shall be allowed on receipt of written application from the Licensee at either side and written acceptance by the Licensee's partner on the other side. However, no "downgradation" is allowed during the initial minimum period of 12/36 months.
- (ii) The period of upgradation of Channel speed shall normally not exceed 30 days from the date of written application. However, for down-gradation, after 12/36 months, notice period will match with end of next full calendar quarter during which STPI-GUWAHATI will do the needful. The contract signed earlier by the Licensee shall stand amended for 'downgradation" or "upgradation", as the case may be, in terms of the written application by the Licensee and formal acceptance by STPI-GUWAHATI.

(2) Alteration of Destination :

Alteration of destination shall be allowed on receipt of written application from Licensee and Other End Licensee at either side. A new contract will be signed with STPI-GUWAHATI or any party authorized by STPI- GUWAHATI

6.0 Equipment at Subscriber end

STPI-GUWAHATI shall install necessary equipment at the premises of Licensee which would be required to give digital connectivity with communication as per the requirement of the Licensee. It shall be the responsibility of the Licensee to provide adequate space, power, air-conditioning to ensure proper security and functioning of these equipment. However, the repair and maintenance including the spares etc. shall be done by STPI-GUWAHATI. STPI-GUWAHATI and (or) its authorised representatives will have free access for repairs and inspection etc. to the premises where this equipment will be installed.

STPI-GUWAHATI shall arrange comprehensive insurance for its entire equipment installed at Licensee's premises. The subscriber on Indian side shall have to ensure following:

(a) Space requirement

- (i) **Antenna:** Antenna shall be mounted on the rooftop. The exact height and where it will be mounted shall be known after LOS study has been conducted. Generally, the antenna has to be mounted well above the local obstacles, approximately at the height of 30 metres from Ground Level.
- (ii) **Electronics Equipment :** STPI-GUWAHATI shall mount Radio equipment and associated interface converters. The total space required for the same is around 50 sq.ft. It shall be air-conditioned room with dust free environment

(b) Power requirement (220V AC) UPS

The user will ensure availability of an "on-line" uninterrupted power supply 1 KV (220 volts AC) with 8 hours battery back-up at the site before the actual testing is conducted. The UPS has also to be continuously made available throughout, during operation of the link.

7.0 Charges for Services.

- 7.1 In return for the Services provided to Licensee, the users shall pay to STPI-GUWAHATI charges based on the tariff specified by STPI-GUWAHATI appended as Annexure to this contract. The one-time connection charges also include cost of tower/mast but only of Guy-wire design and upto 30M height. If any additional height OR special design is required the charges shall be paid by the customer as per additional prices indicated and agreed.
- 7.2 Any rental of the service shall begin, unless STPI-GUWAHATI notifies the Licensee to the contrary, on the day when STPI-GUWAHATI first makes the service available to the Licensee.
- 7.3 STPI-GUWAHATI may from time to time, and whenever found necessary and reasonable, depending upon changes enforced by Government of India and other foreign Telecom administrations as may be applicable on their behalf, may revise the tariff and Licensee shall adhere to such a revised tariff.
- 7.4 In the event, STPI-GUWAHATI is not able to provide the service due to reasons beyond its control, no interest shall be paid on the advance money but the same will be refunded upon receipt of a request from Licensee.

8.0 Payment of Bills

- 8.1 After the first time payment of one time connection charges and quarterly installment of tariff STPI- Guwahati shall furnish quarterly bill to Licensee towards charges as specified in Article 7 above. The Licensee shall pay the amount billed on or before the due date specified in the respective bill. The four quarters in the year shall be calendar quarters beginning with 1st Jan, 1st April, 1st July and 1st October
- 8.1 In case of any dispute towards the billed amount, the Licensee shall not withhold payment of any bill and shall pay the billed amount within the specified period. However, such dispute can be separately taken up with STPI-GUWAHATI for resolution thereof.
- 8.2 The Licensee shall make all payments to STPI-GUWAHATI in the form of Demand Drafts payable at Guwahati duly crossed in favour of "**Software Technology Park Guwahati**" and shall forward the same to **Director, Software Technology Park Guwahati, Borjhar, Guwahati – 781 015.**
- 8.3 Payment of bills on foreign end shall be done by the Other End Licensee directly to the foreign operator unless otherwise there is special One Stop Shopping arrangement agreed.
- 8.4 STPI-GUWAHATI can also agree for One Stop Shopping form the foreign-end subject to a written confirmation appended to this contract.

9.0 Service Enhancements

STPI-GUWAHATI may from time to time modify the services enumerated in Article 1 hereinabove by adding, deleting or modifying features of the services by giving 8 weeks notice to the Licensee. If such a modification is not acceptable to the Licensee, he can terminate the contract with the same notice period provided the Licensee did not request for the modification.

10.0 Unauthorized Use

The Licensee shall not use such services for any illegal purposes. Services identification (i.e. Licensee name and password) are for exclusive use by Licensee and it is understood that use by any other person or entity shall constitute a breach of this agreement and in such an instance the agreement is liable to be terminated forth with upon written notice by STPI-GUWAHATI Licensee. Licensee agrees that responsibility for payment of any charges or any damages, in any such instance of any unauthorized use by Licensee or by use of services identification meant for use only by the Licensee, shall be that of Licensee and Licensee shall pay all charges and damages without any demurr.

The Licensee shall ensure the following :

- (i) No secondary lines are handed over to any other agency.

- (ii) The international leased lines shall not be terminated at either end on Public Switched Telephone Network.
- (iii) The leased line shall be used by the customer for transmission / reception of messages, relating solely to its business and for no other purposes. The customer shall neither use this leased line or permit the leased line to be used for any communication of or for any other parties nor shall receive payments or other consideration directly or indirectly for transmission of any message over the leased line.
- (iv) The Licensee shall also adhere to all conditions and stipulations as may be imposed by Department of Telecommunications, from time to time.

11.0 Application of Indian Telegraph Act & International Telecommunication Convention

- 11.1 The Licensee is required to fully comply the provisions of the Indian Telegraph Act,1885, and the Indian Telegraph Rules, 1985 made thereunder and any amendments or by replacements made thereto from time to time
- 11.2 The Licensee is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not made by him or any other person.
- 11.3 The Licensee shall observe, perform and comply with the Provisions of the International Telecommunication Convention and the Telegraph Regulations made thereunder for the time being in force. STPI-GUWAHATI has agreed to provide the use of the International Private Leased Line to the customer subject to the provisions of the International Telecommunications Convention and the Telegraph Regulations. None of the message's exchanged over the International. Private Leased Line shall involve reforwarding or retransmission in any manner whatsoever in contravention of the International Telegraph Regulations

12.0 Term of Agreement

- 12.1 This Agreement shall come into effect from the date connection is established and shall remain in force for a period of 12/36calendar months and shall hereafter stand renewed for further period of 12/36 months each unless otherwise terminated by either party by giving before the expiry of the said period of 12/36 months, written notice as per Article (4) above declaring its intention to terminate this Agreement on the expiry of the said period of 12/36 months. Without prejudice to this, STPI-GUWAHATI may terminate this Agreement by giving 15 days written notice if the Licensee fails to make timely payment or makes any unauthorized use of the service as mentioned above or in the event STPI-GUWAHATI is not in a position to offer the services.
- 12.2 STPI-GUWAHATI has used its best efforts to ensure uninterrupted and error free services to Licensee. However, STPI-GUWAHATI cannot guarantee the same as certain operational functions are under the control of other Telecom administrations/Telecom carriers. Nevertheless ,unless Licensee or counterpart of the foreign- end service provider is responsible for service failure, STPI shall allow credit for outages beyond 1% in a given financial year at the rate of tariff applicable as per Annexure. In order to claim credit as above the Licensee must notify STPI-GUWAHATI within 30 days at the end of each financial year.
- 12.3 Subject to aforesaid. STPI-GUWAHATI will not be liable to make good loss of any kind what so ever caused to Licensee or any other person arising out of use of the services, non-availability of service or misdelivery of message.

13.0 Help Desk

STPI shall provide Help Desk facility to ensure fault-reporting service to Licensee. STPI - GUWAHATI shall also provide active “On line help for any clarifications required by the Licensee and the same shall be available only through working hours i.e. 10.00 a.m. to 5.00 p.m, per day and 5 days in a week (Monday to Friday).

14.0 Assignment

This contract is personal to Licensee and Licensee shall not assign any right under this Agreement to any other person. STPIII-GUWAHATI may, however, as service provider for service to assign its part under this Agreement or any of its rights and/or delegate any of its duties hereunder to third party without the consent of the Licensee.

15.0 Finality of Agreement and Dispute Resolution

15.1 The Licensee understands that this Agreement is the complete and exclusive terms of agreement between the parties in relation to the subject matter hereof and, supersedes all the earlier proposals and prior agreements. No modification of or amendment to this Agreement shall be valid unless it is in writing and signed by authorised signatories of both parties .

15.2 Any matter/dispute arising out of the provisions of this agreement or out of conditions leading to execution of this agreement shall be referred to two Arbitrators one to be Appointed by each party and only in the event of disagreement, the said two Arbitrators shall appoint an Umpire. The decision of the Arbitrators and/or the umpire shall be final and binding on the parties. Only the Competent Courts in Guwahati shall have jurisdiction to entertain and try any dispute relating to Proceedings. The Arbitration Proceedings shall be conducted in Guwahati in accordance with the provisions of the Indian Arbitration Act, 1940.

IN ITNESS WHEREOF THE parties hereto have executed these presents the day and year first above written

For and on behalf of

For and on behalf of the (Licensee)

**STPI-Guwahati
(SoftwareTechnology Parks of India)**

M/s.....

By.....

By.....

Title.....

Title

Date.....

Date.....