



Bharatiya Vidya
Bhavan

Bhavan's Vivekananda College

of Science, Humanities & Commerce
Autonomous College - Affiliated to Osmania University
Accredited with 'A' grade by NAAC
Sainikpuri, Secunderabad - 500094



NAAC RE-ACCREDITATION - 2ND CYCLE

**Criterion IV: -
Infrastructure
and Learning
Resources**

4.3.3

**Bills for Internet
Connection**

Submitted to

National Assessment and Accreditation Council



Tax Invoice

(Original for the Receipt)

Name : BHARATIYA VIDYA BHAVAN
 Address : 36 136/14/7, Defence Colony New United Church Sainikpuri Hyderabad
 Telangana
 India
 Zip Code: 500094
 Home : 9494252915
 Mobile :
 GSTIN : 0

User Id : vidaybhavan
 Account No : 101013250556
 Invoice No. : TG-B1-7824101
 Invoice Date : 01/07/2019
 Invoice Period : Jul/2019
 Due Date : 27/07/2019

ATRIA CONVERGENCE TECHNOLOGIES LIMITED,
 8-2-618/1/2, Road No 11,
 Banjara Hills, Hyderabad, Telangana 500034.
 Ph.No : 9121212121,7288999999
 www.actcorp.in
 E-mail : support@actcorp.in
 GSTIN : 36AACCA8907B1ZZ

Previous Due ₹	Payments Received ₹	Adjustments ₹	Invoice Amount ₹	Balance Amount ₹	Amount Payable ₹	Amount Payable ₹ If paid after due date
0.4	0	0	47,188.2	47,188.6	47,188.6	47,213.6

Invoice Charges Account No: 101013250556 User Name:vidaybhavan

Txn No	Txn Date	Period	Description	HSN Code	Package/Goods Description	Rate	Unit	Quantity	Discount	Taxable Amount	CGST Rate %	CGST Amount	SGST Rate %	SGST Amount	Amount Incl. Tax
TG-B1-7824101.7	01/07/2019	27/07/2019 - 26/07/2020	internet telecommunications services	9984	Beam Fiber - 10M + 2M	39990	Per Annual	366 days	0	39,990	9	3,599.1	9	3,599.1	47,188.2
Sub Total:										39,990		3,599.1		3,599.1	47,188.2
Invoice Amount:										39,990		3,599.1		3,599.1	47,188.2

Registered office address No 1, 2nd and 3rd Floor, Indian Express Building, Queens Road, Bangalore - 560001
 CIN no: U72900KA2000PLC027290 Tel: 06042884288 Fax no: 080-42884200

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Terms and Conditions

1. Cheques to be in favour of "M/s ATRIA CONVERGENCE TECHNOLOGIES LIMITED".
2. In case of cheque bounce, Rs.100/- penalty will be levied
3. 15% interest will be levied on overdue payments
4. Late Payment fee of Rs. 25/- shall be applicable if bill is paid post due date
5. In case of overdue defaults, the right to deactivate your services, is reserved.
6. All disputes are subject to Telangana jurisdiction.

- My Details
- My Package**
- My Usage
- flexyBytes+
- Fixed Term Package
- View Bill
- Pay Bill
- Change Password
- Payment History
- Financial Summary
- GST Update

Your Package Details

Username :	bharatyavdya ✓
Account ID :	101064326761
Subscribed Speed / Pkg :	/HYD ACT SME Exceptional-12M+2M Upgrade
Approx. Live Usage :	204.71 GB (Quota 6144.0 GB)
FUP Status :	Not Reached flexyBytes+
FUP reset date :	1st of every Month.
flexyBytes- usage :	0.00 GB(Quota 0.00 GB) flexyBytes+History
flexyBytes- Status :	Not Reached



Tax Invoice

(Original for the Receipt)



ATRIA CONVERGENCE
TECHNOLOGIES LIMITED,
8-2-618/1/2, Road No 11,
Banjara Hills, Hyderabad, Telangana
500034.
Ph.No : 040-66272727
www.actcorp.in
E-mail : eb.helpdeskhyd@actcorp.in
GSTIN : 36AACCA8907B1ZZ

Name : BHARATIYA VIDYA BHAVAN
Address : # Bhavans Vivekananda College
Sainikpuri, Secunderabad
Hyderabad
Telangana
India
Zip Code: 999999
Home : 9885417274
Mobile :
GSTIN : 0

User Id : bharatiyavidya
Account No : 101004326761
Invoice No. : TG-B1-23976540
Invoice Date : 01/10/2020
Invoice Period : Oct/2020
Due Date : 30/10/2020

Previous Due ₹	Payments Received ₹	Adjustments ₹	Invoice Amount ₹	Balance Amount ₹	Amount Payable ₹	Amount Payable ₹ If paid after due date
0.84	0	0	47,188.2	47,189.04	47,189.04	47,214.04

Invoice Charges

Account No: 101004326761

User Name: bharatiyavidya

Txn No	Txn Date	Period	Description	HSN Code	Package/Goods Description	Rate	Unit	Quantity	Discount	Taxable Amount	CGST Rate %	CGST Amount	SGST Rate %	SGST Amount	Amount Incl. Tax
TG-B1-23976540,11	01/10/2020	30/10/2020 - 29/10/2021	Internet telecommunications services	998422	Beam Fiber - 10M + 2M	39990	Per Annual	365 days	0	39,990	9	3,599.1	9	3,599.1	47,188.2
Sub Total:										39,990		3,599.1		3,599.1	47,188.2
Invoice Amount:										39,990		3,599.1		3,599.1	47,188.2

Registered office address: No. 1, 2nd and 3rd Floor, Indian Express Building, Queens Road, Bangalore - 560001.
CIN no: U72900KA2000PLC027290 Tel: 08042884288 Fax no: 080-42884200

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*T&C Apply.

Terms and Conditions

- Cheques to be in favour of "M/s ATRIA CONVERGENCE TECHNOLOGIES LIMITED".
- In case of cheque bounce, Rs.100/- penalty will be levied.
- 18% interest will be levied on overdue payments
- Late Payment fee of Rs. 25/- shall be applicable if bill is paid post due date
- In case of overdue/ defaults, the right to deactivate your services, is reserved.

- 6. All disputes are subject to Telangana jurisdiction.
- 7. Unless otherwise stated, tax on this invoice is not payable under reverse charge.
- 8. This Invoice is system generated hence signature and stamp is not required

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<https://www.actcorp.in/streamtv4k/>

*T&C Apply





Remittance Slip

Mode Of Payment	:	Collection Date	:	Cash/Cheque/DD	:	
Amount enclosed	:	EmployeeName	:	Bank & Branch Details	:	
AccountNo	:	Subscriber Name	:	UserName	:	bharatiyavidya
Bill Number	:	TG-B1-23976540				

Tax Invoice

(Original for the Receipt)



ATRIA CONVERGENCE
TECHNOLOGIES LIMITED,
8-2-618/1/2, Road No 11,
Banjara Hills, Hyderabad, Telangana
500034.
Ph.No : 040-66272727
www.actcorp.in
E-mail : eb.helpdeskhdyd@actcorp.in
GSTIN : 36AACCA8907B1ZZ

Name : BHARATIYA VIDYA BHAVAN
Address : # Bhavans Vivekananda College
Sainikpuri, Secunderabad
Hyderabad
Telangana
India
Zip Code: 999999
Home : 9885417274
Mobile :
GSTIN : 0

User Id : bharatiyavidya
Account No : 101004326761
Invoice No. : TG-B1-40439116
Invoice Date : 01/11/2020
Invoice Period : Nov/2020
Due Date : 10/11/2020

Previous Due ₹	Payments Received ₹	Adjustments ₹	Invoice Amount ₹	Balance Amount ₹	Amount Payable ₹	Amount Payable ₹ If paid after due date
81,722.74	81,723	0	0	-0.26	0	0

Payments Received

Account No: 101004326761

User Name: bharatiyavidya

RefNo	Txn Date	Details	Amount	Total	Remarks
P1-22709535	22/10/2020	Payment: Cheque Mode	81,723	81,723	
			Payments :	81,723	
				Total Payments :	81,723

Registered office address: No. 1, 2nd and 3rd Floor, Indian Express Building, Queens Road, Bangalore - 560001.
CIN no: U72900KA2000PLC027290 Tel: 08042884288 Fax no: 080-42884200

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ACT Fibernet to your closed ones now!

www.actcorp.in/broadband/refer



*T&C Apply

Terms and Conditions

- Cheques to be in favour of "M/s ATRIA CONVERGENCE TECHNOLOGIES LIMITED".
- In case of cheque bounce, Rs.100/- penalty will be levied.
- 18% interest will be levied on overdue payments
- Late Payment fee of Rs. 25/- shall be applicable if bill is paid post due date
- In case of overdue/ defaults, the right to deactivate your services, is reserved.
- All disputes are subject to Telangana jurisdiction.

7. Unless otherwise stated, tax on this invoice is not payable under reverse charge.

8. This Invoice is system generated hence signature and stamp is not required

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<https://www.actcorp.in/streamtv4k/>

*T&C Apply



ACT
STREAM TV 4K

Remittance Slip

Mode Of Payment	:	Collection Date	:	Cash/Cheque/DD	:			
Amount enclosed	:	EmployeeName	:	Bank & Branch Details	:			
AccountNo	:	101004326761	Subscriber Name	:	BHARATIYA VIDYA BHAVAN	UserName	:	bharatiyavidya
Bill Number	:	TG-B1-40439116						



ATRIA CONVERGENCE
TECHNOLOGIES LIMITED,
8-2-618/1/2, Road No 11,
Banjara Hills, Hyderabad, Telangana
500034.
Ph.No : 9176993232
www.actcorp.in
E-mail : eb.helpdeskhyd@actcorp.in
GSTIN : 36AACCA8907B1ZZ

Name : BHARATIYA VIDYA BHAVAN - Bhavans Vivekananda
College of Science, Humanities and Commerce
Address : Plot 36-136/14/2, Defence Colony, Sainikpuri, Sec-
bad, Hyderabad
Hyderabad
Telangana
India
Zip Code: 500094
Home : 8885088803
Mobile :
GSTIN : 36AATB1693E5ZU

User Id : 101557123848
Account No : 101557123848
Invoice No. : TG-B1-51294357
Invoice Date : 01/05/2021
Invoice Period : May/2021
Due Date : 10/05/2021

Previous Due ₹	Payments Received ₹	Adjustments ₹	Invoice Amount ₹	Balance Amount ₹	Amount Payable ₹	Amount Payable ₹ If paid after due date
0	318,600	0	318,600.05	0.05	0.05	0.05

Invoice Charges Account No: 101557123848 User Name: 101557123848

Txn No	Txn Date	Period	Description	HSN Code	Package/Goods Description	Rate	Unit	Quantity	Discount	Taxable Amount	CGST Rate %	CGST Amount	SGST Rate %	SGST Amount	Amount Incl. Tax
TG-B1-51294357.3	27/04/2021	One Time	Internet telecommunications services	998422	LL Installation Charge	10000	One Time	1	0	10,000	9	900	9	900	11,800
TG-B1-51294357.2	27/04/2021	27/04/2021 - 26/04/2022	Internet telecommunications services	998422	ACT Leased Line_New 12 Months 50 Mbps	260000.04	Per Annual	365 days	0	260,000.04	9	23,400	9	23,400	306,800.05
Sub Total:										270,000.04		24,300.005		24,300.005	318,600.05

Invoice Amount:	270,000.04	24,300.005	24,300.005	318,600.05
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Payments Received Account No: 101557123848 User Name: 101557123848

RefNo	Txn Date	Details	Amount	Total	Remarks
P1-29242610	24/04/2021	Payment: Cash Mode	1	1	
P1-29259660	26/04/2021	Payment: Cheque Mode	318,600	318,600	
P1-29298114	30/04/2021	Payment Reversal	-1	-1	
Payments :				318,600	
Total Payments :					318,600

Registered office address: No. 1, 2nd and 3rd Floor, Indian Express Building, Queens Road, Bangalore - 560001.
CIN no: U72900KA2000PLC027290 Tel: 08042884288 Fax no: 080-42884200

Ramana
3/5/21

9/A
Principal
BVC
SAINIKPURI
5/5

591-1

(8)

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SERVICE LEVEL COMMITMENT

SERVICE LEVEL COMMITMENT

1. Service Level Commitment

- 1.1 In consideration of the Customer fulfilling each and every obligation and covenant on its part to be performed and otherwise complying with the terms and conditions of the agreement for Enterprise Internet Service, ACT commits that the Enterprise Internet Service subscribed by the Customer shall meet the Service Level(s) during the period of the Subscription of the Service.
- 1.2 The SLC/SLA provided hereunder may be withdrawn or amended by ACT with 7 day's notice unless the change in SLC/SLA is mandated by Government of India or any statutory or regulatory body thereof, without being liable to the Customer in damages or otherwise, except that any penalty accrued and due to the Customer under this SLC/SLA on the date of such amendment or withdrawal will be paid by ACT to the Customer.
- 1.3 In the event that ACT fails to meet the Service Level(s), then subject to the terms and conditions herein contained, ACT shall bear penalty within the scope of this Agreement.

2. The Scope of this Agreement

- 2.1 This agreement covers Enterprise Internet service from ACT for both Dedicated Internet Bandwidth and Shared Internet Bandwidth.
- 2.2 ACT agrees to bear penalty on any Violations of the Service Levels within the scope of the Agreement. Any damages indirect or consequential sustained by any Customer/Partner/ Affiliate of the Customer shall not be covered by this Agreement.
- 2.3 ACT will constantly monitor the Network Performance and provide the Customer the committed Service Levels on the parameters mentioned in this Agreement.
- 2.4 ACT shall not be held responsible for degradation of service under Service Level Commitment Parameters because of any events or components not covered under this agreement occurring out of Force Majeure. Any Claims for Penalty or damages arising because of such events would not form part of this Agreement.
- 2.5 ACT shall not be held responsible for Degradation of Service if service is suspended on any suspicion of use of Service for any service(s) violating the norms decided by Department of Telecommunication, Government of India and by the Telecom Regulatory Authority of India. Any Claims for Penalty or damages arising because of such events would not form part of this Agreement.
- 2.6 The SLA Target Objectives and Penalty Claims will only cover the ACT IP Backbone. Any third party services used in conjunction with ACT IP Backbone to provide service to the Customer will not be covered under the Target Objectives and Penalty Claims.
- 2.7 ACT shall bear no penalty in case of degradation of service occurring due to Last Mile access. ACT however shall extend cooperation in resolving the Last Mile access problems wherein customer faces problems in using the Internet Service.

3. Service Level Commitment Parameters

- 3.1 ACT shall constantly monitor the health of the Network. The Network Performance will be measured against the following parameters. In case ACT fails to deliver the Service Levels within the definitions contained in this Agreement, the Customer shall be eligible for the Service Credit Claims against the respective Parameters.
 - 3.1.1 Average Round Trip Delay or Latency
 - 3.1.2 Network Availability
 - 3.1.3 Packet Delivery The Descriptions of the above-stated parameters are attached as SLA-Annexures

4. Planned Outages

- 4.1 Planned preventive network maintenance may be scheduled by ACT at any time.
- 4.2 Where possible, all planned outages will be carried out during maintenance window between 0200 hrs. to 0600 hrs. and ACT will inform by Phone, email or fax about maintenance activity to customers at least 48 hours in advance.
- 4.3 In case of emergency and customer services are affected partially or fully, ACT will evaluate the criticalness and carry out maintenance to restore service immediately without any prior notice
- 4.4 Customers shall allow ACT to carryout maintenance activities as and when required. ACT will carry out repair and maintenance activity on non-receipt of confirmation from customers and shall not be responsible for loss of service.

5. Problems & Violation Reporting Process

- 5.1 All Customer Complaints have to be logged with Enterprise Help Desk. The details of the Enterprise Help Desk contact numbers are given in the appendix III. ACT's Helpdesk uses an in-house developed Trouble Ticket system called the Customer Complaint System (CCS).
- 5.2 Whenever Customer calls up the Helpdesk, ACT Support person will open a Trouble Ticket immediately. Customer shall provide
 - 5.2.1 Company name
 - 5.2.2 Name and contact details of person reporting the problem, in case they are different from ones in ACT's database
 - 5.2.3 Customer User Name
 - 5.2.4 Description of problem
 - 5.2.5 Results of troubleshooting tried

- 5.3 The problem and above details will be logged and Trouble Ticket number issued to the Customer. This Trouble Ticket number needs to be quoted for any status on the problem. The Trouble Ticket shall be closed by ACT upon resolution of the problem and telephonic confirmation of same to the customer. In case, the customer is not reachable through telephone, same will be communicated via e-mail and recorded for closing the Trouble Ticket.
- 5.4 The Trouble Ticket when closed is saved in database for reference purpose and for the calculation of uptime performance of the links. The same shall be used to calculate the uptime deviations if any (penalty clause). Any imposition of penalty conditions or claims would always be with reference to the Trouble Ticket number as a standard and would not be taken in to consideration if otherwise.
- 5.5 Customer may refer to the Escalation Matrix in case the problem is not resolved within the prescribed time frame.

6. Penalty Clause:

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

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

Note:

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

7. Disputes & Settlement Process

- 7.1 Where any dispute arises between the Parties concerning or in any way arising out of this Agreement or the performance by either Party of the terms of this Agreement, the Parties will attempt in good faith to resolve the dispute through consultation at the senior management levels.
- 7.2 If the parties cannot resolve the Service Level Dispute, either party may request that both parties escalate the Service Level Dispute to their respective Chief Executive Officer or his or her nominee, who shall endeavour to resolve the Service Level Dispute in good faith.
- 7.3 All disputes and differences between the parties arising out of this agreement shall be subject to the exclusive jurisdiction of the Courts in Hyderabad.

8. Confidentiality

- 8.1 The Parties acknowledges that it or its employees may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party or its affiliated companies or their clients or to third parties to whom the Party owes a duty of confidentiality. Any and all non-public information of any form obtained by the Parties or its employees in the performance of this Agreement shall be deemed to be confidential and proprietary information. The Parties agrees to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of Services as contemplated by this Agreement and to advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.
- 8.2 Confidential information shall not include information that is (i) in or becomes part of the public domain other than by disclosure by ACT in violation of this agreement, (ii) demonstrably known to ACT previously, (iii) independently developed by ACT outside of this Agreement or (iv) rightfully obtained by ACT from third parties or (v) as required to be disclosed by ACT under law or to any government agency.
- 8.3 It is understood and agreed that in the event of a breach of this Section damages may not be an adequate remedy and the Parties shall be entitled to injunctive relief to restrain any such breach, threatened or actual.
- 8.4 This provision shall survive termination and expiration of the Agreement.

9. Suspension of Service on Regulatory Violations

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

Subscriber Signature

[Handwritten Signature]

Company Round /
Block Stamp



SERVICE LEVEL COMMITMENT

10. Indemnity

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

10.2 The Customer shall duly indemnify ACT at their own expense and hold harmless ACT, its subsidiaries, affiliates or assignees, and their managing directors, directors, officers, employees and agents and defend any action brought against it with respect to any claim, demand, cause of action, debt or liability, including attorneys' fees, to the extent that it is based upon a claim that the services, equipment and software used hereunder infringe or violates any patents, copyrights, trade secrets, licenses or other property rights of any third party. Customer shall promptly provide ACT with written notice of any claim which Customer believes falls within the scope of this paragraph. This provision shall survive termination and expiration of the Agreement. The Customer shall duly indemnify ACT against any penalties or civil / criminal proceedings as per law or action by any civil or judicial authorities, arising out of any violations by the Customer of any provisions of the Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act 1933 and Telecom Regulatory Authority of India Act 1997 as modified and replaced from time to time, or regulations for providing and access Internet services in India. All such proceedings will be to the account of customer for any such violation.

11.1 Network Availability

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

11.1.2 Exceptions:

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

Parameter	Service Level	SLA Violation Trigger
Average Network Availability	99.00 %	Unavailability exceeds 30 minutes Continuously

11.2 Average Round Trip Delay (or Latency)

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

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

11.2.3 Measurement:

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

11.2.3.2 The measurement frequency is fifteen (15) minutes.

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

11.2.4 Service Level

Parameter	Service Level	SLA Violation Trigger
Average Round Trip Delay (or Latency) to U.S.A.	Maximum of 125 ms	Duration of latency exceeds 30 minutes continuously and min variation of 100 ms
Average Round Trip Delay (or Latency) to Singapore	Maximum of 160 ms	Duration of latency exceeds 30 minutes continuously and min variation of 100 ms

11.2.4.1 For Dedicated Internet bandwidth 11.3 Packet Delivery

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

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

11.3.3 Measurement:

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

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

11.3.4 Service Level

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

12. Disclaimer

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

13 Declaration

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

14 Termination of Agreement

14.1 Continued use of ACT services, constitutes acceptance of the terms of this agreement in its present form without exception and also includes acceptance of any future revisions to the same. If the 'subscriber' is dissatisfied with the services provided by ACT then the sole and exclusive remedy available to the 'subscriber' is to stop using the services and to terminate the ACT account, under intimation to ACT in writing. This does not absolve the 'subscriber' of any dues which remain and the same remains payable. The Subscriber shall pay the agreed contractual charges irrespective of termination or down gradation.

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

14.3 Without prejudice to any other rights or remedies the parties may have at law or under this Agreement, either party shall have the right to terminate this Agreement immediately by serving written notice to the other in the event that:

a) liquidator, administrative receiver, administrator or receiver is appointed in respect of the whole or part of the assets of the other party, or the other party enters into an arrangement or composition with its creditors, or other circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding-up order in relation to the other party;

b) the other party commits a material breach or persistent breach of any obligation under this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within Seven (7) days from the date of notice to do so; and/or

c) any license under which either whole or part of the ACT Network operates, or any license under which ACT has the right to deliver the Service(s) is revoked or otherwise ceases to be valid and such license is not immediately replaced by another license conferring similar rights so that ACT is not able legally to fulfill all or a material part of its obligations under this Agreement.

d) Termination of services due to default of payment: as per the billing policy of ACT if the Subscriber does not pay the bill on time, the Services shall be disconnected first on expiry of the scheduled due date of payment

14.4 ACT may terminate this Agreement immediately upon written notice to the Subscriber where there is a Change in Control in the Subscriber Group or where the Subscriber fails to have paid any sum owing under this Agreement.

15. Consequences of Termination

15.1 Where this agreement terminates for whatever reason:

Subscriber Signature



Company Round /
Block Stamp



SERVICE LEVEL COMMITMENT

- a) ACT will immediately cease providing the services;
- b) Any and all payment obligations of the Subscriber under this Agreement for the Service(s) provided through to the date of termination will immediately become due and payable;
- c) within fourteen (14) calendar days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and
- e) Within five (5) calendar days of such termination the Subscriber shall deliver or make available all ACT Equipment to an authorised representative of ACT in the same condition as it was on the Commencement Date, normal wear and tear accepted.

15.2 Clauses 8, 10, and 18 and any other provisions expressed to survive termination and those provisions necessary for the interpretation or enforcement of this Agreement shall survive its termination.

16. No Partnership

Nothing contained herein shall be construed as creating any agency, partnership, joint venture or any other form of joint enterprise between the parties.

17. Variation

ACT may vary the terms and conditions of this Agreement upon giving notice to the Subscriber.

18. Dispute Resolution and Jurisdiction

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

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

18.3 I/We hereby to abide by the provisions of Indian Telegraph Act 1885, Indian Wireless Telegraphy Act 1933, Telecom Regulatory Authority of India Act 1997, Indian Telegraph Rules in force and as modified/amended from time to time and such other terms and conditions prescribed by Telegraph Authority/ACT. I/We hereby agree that the services will be used purely for private/permitted application. It will not be used to carry any communication, which is not permitted by the rules of Telegraph authority or in violation of above terms and conditions. I/We hereby further agree to extend facility to Telegraph Authority/ACT in order to enable monitoring of the purpose, performance and operation of the services, as and when required.

19. DECLARATION

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

- a) Please check to certify that Internet Bandwidth subscribed from Atria Convergence Technologies Pvt Ltd, hereafter called ACT are used as permitted by The Government of India or any other Statutory Authority. We shall not use the Internet Bandwidth offered for any illegal, immoral purpose. Infringement, if any, shall be our responsibility and we shall indemnify Atria Convergence Technologies Pvt Ltd in respect of any liability arising out of such misconduct.
- b) Please check to certify the nature of business & OSP licences. We understand that this declaration is required to be true and complete in all respects and we are confirming that the information declared hereto, is accurate in all respects to the best of our knowledge. We also declare that if there is a status change in any of the above declared information, it is our responsibility to update you of the same. Further, we accord our consent to allow periodic inspection to validate the network diagram provided by us, as required under the rules of OSP registration (if applicable) This agreement is in force as long as the Leased line connectivity provided by ACT to

_____ with offered
_____ % of SLAs contracted via Proposal dated
_____ against ACT offer PO

Dated _____ is in effect. Any change / Upgrade/Downgrade to this connection do not affect this agreement, unless the connection is completely deactivated.

Whereas:

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

Note:

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

WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Bharatiya Vidya Bhawan

Subscriber Name:

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

Name:

Designation:

Place:

Date:

Prof. Y. Ashok
Principal
Sainikpuri
9/9/21



For and on behalf of

Atria Convergence Technologies Pvt Ltd.

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

Name:

Designation:

Place:

Date:

