

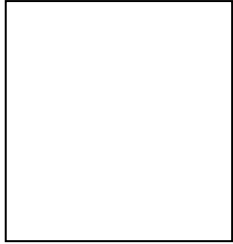


Franchisee/Channel Partner Application Form  
Internet for Distribution

TO BE FILLED IN BLACK INK ONLY

**\*Franchisee Information**

\*Name of Organisation



**Franchisee/Channel Partner Account Number**  (To be filled by existing customers only)

\* Franchisee/ Channel Partner Telephone/ Mobile Number    
(STD Code) (Phone No.)

\*PAN/GIR Number  (if you do not have PAN/GIR Number, please write 'Not Allotted')

\*Proof of Identity Attached \_\_\_\_\_  
(Please see second page of this CAF for the applicable document. Please attach self-attested photocopy)

**\*Service Installation Address**

City  Pin   
State

\*Location ID  \*Location Name

**Summary CAF Number**

**\* Registered Address**

C/O   
  
City  Pin   
State

\*Proof of Billing Address Attached \_\_\_\_\_ (Please see second page of this CAF for the applicable document)

Contact Person (s)

Function/ Department	First Name	Last Name	Direct Line/ Board Number	Mobile	E-mail
General					
*Technical (Administrator)					
Commercial					

**Service Requirement**

\*Product Selection

\* Number of Connection

\*Access Mode

\* Scheme Code

\*Internet Port Speed   Kbps  Mbps  Gbps \* Fee Model

\*These items are to be filled compulsorily



Franchisee/Channel Partner Application Form  
Internet for Distribution

**\* Franchisee/Channel Partner Type:** Sole Proprietorship  Partnership  Pvt. Ltd. Company

Compulsory Documents							
1	*Purchase Order	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
2	*Trade License	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
3	*ID Proof of Authorised Signatory ( _____ )	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
4	*Address Proof of Authorised Signatory ( _____ )	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
5	*Franchisee CAF (duly filled, signed & stamped)	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
6	*Franchisee Agreement	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
7	*POP Declaration	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
8	*POP Address Proof ( _____ )	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
9	*Photos	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
10	*Billing Address Proof ( _____ )	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA

PARTNERSHIP							
11	Partnership Deed	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
12	Partnership Registration	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
13	List of partners on letterhead	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
14	ID & Address Proof of Partners	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
15	Declaration of Authorised Signatory	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA

Pvt. Ltd. Co.							
16	Memorandum of Association	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
17	Article of Association	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
18	Certificate of Incorporation	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
19	List of Directors with DIN No. on date (on Letterhead signed by Auth Sign.)	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
20	Audited Balance sheet- last 2 years OR Annual Report	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
21	Form-32 of Director	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
22	Board Resolution (Certified copy on Letterhead)	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA
23	Company PAN	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	NA

- ID & Address Proof of Authorised Signatory : (Pan Card / GIR / Adhar Card/ Voter ID / Ration Card)
- Proof of Address for Company : (Fixed line Telephone bill / Electricity Bill / Rent Agreement / Bank Current Account Statement)





Franchisee/Channel Partner Application Form  
Internet for Distribution

**\*Existing Franchisee/Channel Partner Terminating Equipment (CTE) Details**  Desktop  Hub  Switch  Router  
CTE Make  CTE Model No.

**\*WAN Port Interface**   
**Encapsulation details**   
**\*SMTP Relay Service**   
**\*CNM Class**   
**Managed Services Type**  **Managed Service Flavour**

In case of Customised Managed Service type fill the following field mandatory. (Max 100 Varchar)

**\*Dial Back-up Required**  Yes  No

If Yes, fill following

**\*Company Name**

*User Name	*Number of Login users (1 to 30)	Static WAN IP Address	*Dial-up Interface support on Access CPE
		<input type="text"/>	

**\*Enterprise Internet Aggregation on same port**  Yes  No

If 'Yes', \*aggregation ID

**\*Multiple services required on same port**  Yes  No

If 'Yes', \*aggregation ID

In case 'Yes' and 'Access Method' is MEN mention the VLAN ID

**Payment Details**

Serial No.	Instrument Type	Cheque/DD	Date	Bank Name	Branch	City	Amount in Rs.

(Instrument Type – A for Cheque, B for DD, C for NEFT or RTGS or IMPS, should be drawn in favour of "IKF Technologies Limited")

**Declaration**

I/We have read and understood the terms and conditions provided overleaf and acknowledge that the tariff plan selected and applicable rates from part of this agreement and I/We agree to be bound by the same. I/We agree to abide by the provision of Indian Telegraph Rules in force and as also amendments may be made from time to time to these rules is so far as they relate to the services. I/We hereby declare and confirm that the above information provided by us is totally correct and true in every respect.

WE DO NOT ACCEPT CASH

**\*Date**  **\*Place**

**\*Name of Authorised Person**

\_\_\_\_\_  
\*Signature of Customer/Authorised Person

\*These items are to be filled compulsorily



Franchisee/Channel Partner Application Form  
Internet for Distribution

**Office Use Only**

**\* Franchisee/Channel Partner Type**

Partnership Firm  Government Dept.  Proprietorship  Private Sector Company  Public Sector Company

**\* Franchisee/Channel Partner Category**

Other  ISP  OSP

License/Registration No.  (Please attach a copy of License/Registration issued by DOT)

Date by which service required

**Bill Type**

**A**

**B**

(Hard copy)

(Hard + Soft copy)

Special Instruction (Varchar 200)

Franchisee/Channel Partner Contact/PO No.  Date

IKF Proposal/Quotation No.  Date

Charge Details Per Unit	Registration	Security Deposit	Installation	Rental (p.a.)	MCU(Rate/Mbps) p.a.
Internet Port Charges					
Committed Bandwidth				0	
Total CPE Charges					
Additional IP Address Charges					
Total Amount Paid along with CAF					
Amount to be charged in next bill					

**\*Name of Account Manager/Sale Executive**  ID

**\*Name of Reseller/Channel**  ID

**\*Signature of Account Manager/Sale Executive /Channel Reseller** \_\_\_\_\_

**Name & Signature of City/Corporate Sale Lead**

**Name & Signature of Franchisee/Channel Partner's Authorised Person**

**\*Name of CSAM/MCS**  ID

.....Perforated Area for Detaching Receipt cum Acknowledgement of payment.....This receipt is meant for payment made by Cheques/Demand Draft only.

Received Rs. \_\_\_\_\_ Amount (in Figs.) \_\_\_\_\_ Amount (in Words) \_\_\_\_\_

From \_\_\_\_\_ vide

Cheque/DD No. \_\_\_\_\_

Dated \_\_\_\_\_ of \_\_\_\_\_ Bank in \_\_\_\_\_ city (subject to realization).

Date

Place

\_\_\_\_\_  
Signature of Sales Executive

For any queries before delivery of Service, please contact \_\_\_\_\_ at

STD

Landline

Mobile

\*These items are to be filled compulsorily



## Franchisee/Channel Partner Application Form Internet for Distribution

### TERMS & CONDITION AGREEMENT (INTERNET)

<p><b>1. APPLICATION</b></p> <p>The demand details the general terms and condition for the provision of the INTERNET services. Upon signing Terms/Conditions Agreement, customer to be admitted as a client to the services, the Client agree to accept and to be bound by these terms and conditions, which constitute as integral part of the Agreement between IKF and the Customer.</p> <p><b>2. PROVISION OF SERVICES</b></p> <p>The provision of the service is subject to these terms and condition and the IKF tariff, which may be revised by IKF from time to time without any prior notice to the CUSTOMER. Where IKF accepted the application requested by the customer, IKF shall endeavour to provide the Services requested by CUSTOMER within a reasonable time or time agreed with the Customer. The CUSTOMER shall provide IKF with a complete network diagram of the set-up along with the details of connectivity at his/its premises. After which a technical feasibility study for the network would be undertaken by IKF. Based on this the services would be provisioned to the Customer.</p> <p><b>3. CHARGES &amp; PAYMENT</b></p> <p>In consideration of the provision of the Service the Customer shall pay charges to the IKF at the rates and conditions as mutually agreed. IKF reserves the right to withhold providing the service until the full payment of the charge is received.</p> <p><b>4. SERVICE TERM</b></p> <p>The term of the service is initially for one year from the date of the commencement of service. The service commencement date is date set forth in any notice of connection delivered by IKF to Customer.</p> <p><b>5. TERMINATION OF SERVICE</b></p> <p>a. This agreement may be terminated by either party upon serving one month notice in writing to the other party. If the Customer exit after minimum service contract period, Charges corresponding to the billing periodicity as available during which the notice is served (Inclusive of one month notice period) will be charged. In case the Customer terminate the services prior to completion of the services term/services contract period then, in addition to all accrued charges up till the actual termination date, the Customer also has to pay IKF a penalty charge equal to the charges that entire duration of the minimum service contract period.</p> <p>b. IKF may (without prejudice to any other right or remedy) without notice summary terminate the contract if IKF does not receive charges on the due date.</p> <p><b>6. IKF RESPONSIBILITY</b></p> <p>IKF shall use its reasonable efforts to provide continuous services to Client, and shall take up necessary initiative to recover the services in case of outage of third party managed or owned circuits or equipment involved. IKF shall be responsible only for the monitoring and follow up of the fault and its recovery. IKF shall not be held responsible for any service interruption resulting directly or indirectly from outages incurred on the part of any circuit that is beyond IKF's reasonable control.</p> <p><b>7. CUSTOMER RESPONSIBILITY</b></p> <p>a. The Customer shall undertake to fully comply with provisions of the Indian Telegraph Act, 1885 and the India Telegraph Rules made there under and any amendments or replacements made thereto from time to time.</p> <p>b. The Customer is informed that he cannot use any encryption beyond 40bit key length in the symmetric key algorithms or its equivalent in other algorithms on the connectivity provided by IKF on its network. In case the Communication and Information Technology, Govt. of India (This refer to Para no 2.2 (vii) of the ISP license conditions). DOT on receiving the keys will give the permission to use the said encryption equipment. It is only after receiving this permission will the Customer user the equipment without DOT permission is illegal and not permitted on IKF network.</p> <p>c. Any wi-fi connectivity deployed by the subscriber has to be brought into the notice of IKF and Customer should maintain the log for a one year. The Customer should maintain centralised authentication for internet services including wi-fi usage.</p> <p>d. The Customer shall immediately inform IKF of any damage/loss/theft of any CPE or any equipment belonging to IKF and the extent of damage at the customer's premises and the Customer will be liable for all charges payable towards the repair (in case of damage) replacement (in case of loss/theft) of the same.</p> <p>e. The Customer is duly responsible for the legitimate use of allocated ISP addresses(s).</p> <p>f. The service must not be used for any purpose that:</p> <p>(i) does not comply with the terms of any legislation or any license applicable to the customer or IKF or is in any way unlawful or</p> <p>(ii) is against the public interest, public order or national harmony, offenses decency or</p> <p>(iii) uses the connectivity for carrying PSTN connected telephony tariff of any kind</p> <p>(iv) uses the internet bandwidth for carrying PSTN connected telephony tariff.</p>	<p><b>8. USE OF VOICE AND VIDEO APPLICATION</b></p> <p>Voice and video application allowed as per the directive of Government of India/Trai from time to time. The Customer alone may be liable for lead action by the appropriate regulatory authority in case of any violation related to the same.</p> <p><b>9. BILLING DATE</b></p> <p>The Customer shall be intimated of the Billing Commencement Date, which shall be acknowledged and confirmed by the Customer sign off.</p> <p><b>10. CHARGES</b></p> <p>The charges payable by CUSTOMER are based in accordance with IKF tariff for the services as agreed to in order form. For any change of tariff of third party service, (for example, the local circuit rental from any government authority or any hike or any increase in rates of such third parties), IKF shall inform the CUSTOMER and invoice these charges according to the effective date of these charges. Remarks shall be made on the invoice received by the CUSTOMER.</p> <p><b>11. INVOICE AND PAYMENT</b></p> <p>IKF shall raise invoices on a monthly/ quarterly/ half yearly/ annually basis in accordance with the specific service subscribed by the Customer. Invoices shall be due and payable for full payment within the due date as specified in the invoices issued to the Customer from time to time. If the payment not made on or before the due date mentioned on the invoice, IKF shall charge an additional interest on the outstanding @10 P.A. invoice settled by cheque shall be deemed to be unpaid until the cheque has been realised and CUSTOMER shall be liable to IKF for any bank fees incurred by IKF in relation to a dishonoured cheque.</p> <p><b>12. DISPUTES WITH REGARDS TO INCORRECT INVOICING</b></p> <p>Customer can dispute on any incorrect invoiced amount by written notice within 30days from the date of receipt of invoice by Customer. All invoiced charges shall be deemed correct and accepted by CUSTOMER. If NO WRITTEN dispute is made. The decision of IKF based on network statistics of IKF, its carries and network provide shall be final and binding upon Customer.</p> <p><b>13. FORCE MAJEURE</b></p> <p>Neither party shall be liable nor responsible for any damages in any manner whatsoever any failure or delay to perform or fulfill any of their obligations under this agreement when such failure or delay is due to fire, riot, strike, lock out, war, civil commotion, malicious damage, accident, breakdown of plant and machinery, fire, flood, storm, labour unrest such as but not limited to gherao, go slow tactics, acts of gods, omission or acts of public authorities preventing or delaying performances of obligation relating to acts of public authorities, including changes in law, regulations or policies Government, regulatory authority act beyond the control of the parties or for any other reasons which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence.</p> <p><b>14. INTELLECTUAL PROPERTY RIGHTS</b></p> <p>Customer recognize that any software, hardware, documentation, and all other form of intellectual rights relating to the IKF connect services, including but not exclusively copyright, brands, patterns and industrial secrets are and shall remain IKF's exclusive property except for the hardware which has been sold to the Customer and for which no payments be pending.</p> <p><b>15. UNAVAILABILITY OF THE SERVICE</b></p> <p>It is impracticable to provide a fault free service and IKF does not mandate to do so. Services would said to be unavailable if the exclusion of the Agreement is not met. In case of unavailability of the service the IKF shall provide CUSTOMER with service credit as defined in Service Level Agreement (SLA).</p> <p><b>16. INDEMNIFICATION</b></p> <p>Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, infringement of copy right, personal injury or death caused by such party's negligence or willful misconduct. CUSTOMER further indemnifies IKF against any action, proceedings, damage, cost, claims, demands or expenses arising out of breach of Clause 7(a), (d), 8 of this agreement in particular.</p> <p><b>17. ASSIGNMENT CLAUSE</b></p> <p>Neither this agreement nor any interest herein may be assigned in whole or in part, by client without the prior written consent to IKF. However IKF shall have the right to assign the whole or part of this Agreement without the consent of the Client (Assignment by IKF shall not affect the Terms and condition of this agreement).</p>	<p><b>18. LIMITATION</b></p> <p>IKF's sole the liability for damages arising out of the furnishing or the failure to furnish services or products (including but not limited to mistake, omission and interruption, failure to transmit or establish connection, delays, errors, or other defects) is limited to the credit allowance as specified in the SLA.</p> <p><b>19. CONFIDENTIAL INFORMATION.</b></p> <p>a) As information transmitted through the internet in general is not confidential. IKF cannot and shall not guarantee the privacy or protection of Customer shall Indemnify IKF against all actions, proceedings, damages, costs, claims, demands or expense which may be sustained or suffered by IKF arising out of its connection with any unauthorized usage of the service. This obligation of confidentiality shall survive the termination of this agreement.</p> <p>b) Any confidential information disclosed by a party shall be kept by receiving party in strict confidence and shall not be disclosed to any third party (except as authorised by the Service Agreement) without the disclosing party's prior written consent. Each party will treat all confidential information of the other in the same manner as it treats his own, but in no case will the degree of care be less than reasonable care.</p> <p><b>20. ACCESS TO CUSTOMER PREMISES.</b></p> <p>Customer shall allow or obtain the required permission to enable IKF employees or authorizes personal, appointed distributors, agents or subcontractors to enter at all times into the premise where the services are provided for periodical inspection, installing, maintaining, replacing and removing the equipment hardware and/or software prior to during and after the provision of the services, as well as to inspect network and/or to the CPE or any other equipment used in or connection with the services, also to check any possible misuse of services or internet connectivity by the CUSTOMER. The customer shall render all assistance in this regard and shall provide safe access and condition for IKF's employees or appointed personnel whilst in the premises.</p> <p><b>21. NOTICES</b></p> <p>Either party may deliver notices to the other by personal delivery or by postal delivery at their respective register/administrative offices in writing. Notices shall be deemed delivered on the date of actual receipt.</p> <p><b>22. ENTIRE UNDERSTANDING</b></p> <p>This service Agreement constitute the entire understanding of the parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications, practices between CUSTOMER and IKF are hereby superseded insofar as they related to the services or products hereunder.</p> <p><b>23. MISCELLANEOUS</b></p> <p>Any provision of this agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such modification does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants or conditions. This Agreement shall not however be modified. Supplemented or amended or any covenant herein or default here under waived except on execution and delivery of a written Agreement signed by both parties.</p> <p><b>24. APPLICABLE LAW</b></p> <p>The Service Agreement shall be governed by and constructed in accordance with Indian Law subject to arbitration provision stated hereinafter the courts at Kolkata shall have the jurisdiction</p> <p><b>25. ARBITRATION</b></p> <p>The Parties to this Agreement hereby agree that they intend to discharge their obligation in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion failing which, by arbitration.</p> <p>The Parties agree that the discussion shall be held in the spirit of resolution of the issues that have arisen between them with the intention or resolving the issues amicably at the earliest if the applicant is not satisfied with the outcome of the discussion, within 15 (fifteen) days from the receipt of the response, it shall resort to arbitration. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement, to arbitration by three arbitrators; one each nominated by the Parties and the other chosen by the 2 (two) arbitrators so nominated by the parties. Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to court of law. The arbitration proceedings shall be governed by the arbitration &amp; conciliation act 1996.</p> <p>The place of arbitration shall be kolkata, the language to be used in the arbitration proceeding shall be in kolkata.</p>
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**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first above written.

For and on behalf of **IKF TECHNOLOGIES LIMITED**

For and on behalf of **Franchisee / Channel Partner**

By : \_\_\_\_\_

By : \_\_\_\_\_

Name : \_\_\_\_\_

Name: \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date & Place : \_\_\_\_\_

Date & Place : \_\_\_\_\_

\*These items are to be filled compulsorily



**SLA Document**

**Terms & Condition**

The Service Level Agreement is executed between IKF Technologies Ltd. registered under the Companies Act, 1956 having its registered office at Indo Japan Building, 2<sup>nd</sup> Floor, Block EP & GP, Salt Lake, Sector-V, Kolkata : 700091 (hereinafter referred to as 'IKF' which expression shall unless excluded by or repugnant to the context shall mean and include its successors and assigns) and ..... carrying on business in India amongst other places at ..... (hereinafter referred to as "**Franchisee / Channel Partner**") which expression shall unless excluded by or repugnant to the context shall mean and include its successors and assigns) WHEREAS

- I. The Franchisee / Channel Partner represents that it wants to be a part of IKF Technologies Limited by way of acting as an agent for dealing Internet Bandwidth business and agrees, undertakes and confirms to abide by the terms and conditions.
- II. Pursuant to the request of Franchisee / Channel Partner, both the parties have agreed to work together on the service levels terms and conditions appearing hereinafter and the Franchisee/Channel Partner has agreed to comply to all those terms & conditions.

**1. Lock-in Period:** The initial Term/Tenure of the link shall be for a period of **one year** (12 Months) commencing from the date of installation of provisioning of Internet bandwidth. However the link cannot be cancelled by the Franchisee before completion of one year and also the franchisee cannot degrade/ terminate the same. If any, additional link installed during the contract period the same lock-in-period terms will also prevail. Further to inform you that the customer will provide (1) one cheque equal to bandwidth usage amount apart from the security deposit amount to IKF without mentioning any date and the same will be kept by IKF till the closure of lock-in-period and after the closure of lock-in-period, the same will returned. Details of cheque is as follows:

Cheque No. / /  Date / /  Bank

**2. Support**

IKF gives the customer round the clock support, monitoring, fault reporting and maintenance of the networks.

**3. Back Bone Link Utilization**

IKF monitors bandwidth utilization for each link in the IKF Internet backbone network, with the objective of determining the necessary bandwidth to maintain Service quality. IKF's network design policy is to commence the initiation of a capacity upgrade for any backbone link in the IKF backbone network, when a backbone link reaches a sustained utilization above eighty (80%) for more than four (4) consecutive hours.

**4. Packet Loss Measurement**

IKF's target objective for packet loss across the IKF Internet backbone is less than 3% on average for hourly samples of one thousand (1000) Cisco-style pings of sixty-four (64) bytes each, measured over a twenty-four (24) hour period. IKF will endeavor to work with Franchisee/Channel Partner to reduce packet loss exceeding the target objective.

Packet Loss is measured by sending at least one thousand (1000) Cisco-Style pings of sixty-four (64) bytes each across the IKF Backbone network to Internet host. In order to collect appropriate packet loss statistics, IKF will ping from the customer access router in the Internet Backbone to the last IKF's router in the path closest to the Internet host(s), and identified in the customer's trouble ticket report.

\*These items are to be filled compulsorily



IKF-confirmed packet loss is the measurement of packet loss attributable to the IKF Internet Backbone network, i.e., from the Customer's port interface on the IKF Internet backbone network up to and including the last IKF router hop.

#### **5. Round trip delay**

Round trip delay will be measured by computing the average round trip delay for one thousand (1000) Cisco-Style pings of sixty-four (64) bytes each (Cisco-style pings are only sent subsequent to an acknowledgement being received for the previous ping)

The IKF Internet backbone network provides an average round trip delay of less than or equal to 40msec between customer's router and IKF's next hop hub router.

The IKF Internet backbone network provides an average round trip delay of less than or equal to 120msec between any two hops originating from customer's location.

#### **6. Availability**

The target availability objective for the IKF Internet backbone network is ninety-nine percent (98.99%) per month (excluding unavailability due to scheduled maintenance). The availability figure applies to IKF - controlled routers and IP backbone facilities. However due to redundant network connectivity & peering with heterogeneous networks IKF does guarantee a uptime of (98%).

#### **7. Service**

M/S IKF provides its services via Wire / Wireless, which requires IKF to install and power an M/S IKF NTU (M/S IKF Network Terminator) at customer's premises. I accept this requirement and hereby accord the permission for installing this.

#### **8. Billing**

M/S IKF subscribers are billed on 1st of the month subsequent to the month in which they have subscribed to M/S IKF services.

M/S IKF does the billing for its monthly packages on month in advance. All the subscribers of M/S IKF's services are by default aligned to the 1st to 1st monthly billing cycle. M/S IKF does the billing for its fixed term packages (like Annual, Semi Annual etc packages ) from the date on which package is activated till the date the package expires. M/S IKF bills its data package customers on prepaid basis. All usage which exceeds the package limit of a particular month is billed in next month bill cycle.

M/S IKF invoice becomes due and payable, immediately upon the bill being raised.

#### **9. Payment**

At the time of subscribing to M/S IKF's data services, the subscriber is required to pay the following charges. Installation Charges & Security Deposit, if required as per the terms of the package being subscribed to

Subscription Charges for the entire package amount being subscribed to

Any other charges as may be required as informed by M/S IKF sales staff to the subscriber M/S IKF Subscribers are required to pay their bills immediately on receipt of the same; else the services may be suspended without notice.





Billing disputes will only be entertained upon the subscriber first clearing the entire amount billed by M/S IKF. If M/S IKF finds any genuine errors in its billing, the same will be passed to the subscriber by the way of a credit note in subsequent months.

M/S IKF provides multiple monthly services to its subscribers, and its subscribers are not allowed to hold back or delay payments of one service on account of any issues or concerns that the subscriber may have with another service. In such circumstances, M/S IKF retains the right to disconnect the services of the subscriber without notice, in-case of non-payment within prescribed time.

M/S IKF assigns credit limits to its subscribers based on certain parameters, and in case the subscribers cross these limits service will be disconnected from the M/S IKF service with or without notice.

#### **10. Power**

M/S IKF delivers its services using the wire / wireless network. An active network requires power from the subscriber and M/S IKF subscriber accords. His / Her / Their consent to the same for the duration of their subscription to M/S IKF service.

M/S IKF subscriber undertakes to never switch off the power to any M/S IKF equipment which may be located in the premises of the subscriber, without giving adequate notices of at least 7 days to enable M/S IKF to make alternate arrangements at the time of services being discontinued. Any violation of the same will be treated as a breach of this agreement.

#### **11. Usage of Internet**

M/S IKF explicitly prohibits its subscribers to use the services provided by M/S IKF for any illegal or immoral activities as specifically prohibited by the laws of the land. Any deviation to this requirement, will invite immediate action from M/S IKF, including but not limited to filing a complaint / case with necessary authorities for the purpose of enforcement of legal remedy or action.

M/S IKF services cannot be used by the subscriber for illegal voice termination activities and any notice of the same will invite immediate censure by M/S IKF and the same will be reported to the authorities who enforce the laws of the land.

M/S IKF services cannot be used by the subscriber for malicious, illegal, anti-national activities and any notice of the same will invite immediately censure by M/S IKF and the same will be reported to the authorities who enforce the laws of land.

M/S IKF services are governed by the rules and norms prescribed by TRAI and DOT and accordingly, M/S IKF reserves the right to track the usage of its subscriber's and on demand provide the same to the authorized Govt. Bodies.

M/S IKF mandates that its subscriber's keep their access password secure and secret all the time. Any sharing of passwords is not permitted and in-case of any instance of the same is observed or brought to our attention, then M/S IKF reserves the right to recover damages from the subscriber.

#### **12. Shifting your connection**

M/S IKF allows its customers to request for a connection transfer in case you are shifting your residence/office. The same is a chargeable service and it is subject to network feasibility.

#### **13. Usage of Wi-fi**

Usage of Wi-fi by a subscriber is strictly required to be in compliance with the Department of Telecommunication Policy on the same ([www.dot.gov.in](http://www.dot.gov.in)), The subscriber is required to intimate M/S IKF in advance in case they are installing a Wi-fi Router or Access Point on the connection provided by M/S IKF subscriber is required to ensure that his router SSID is in



hidden mode and the access to the same is not open and is controlled by way of Network Key / Encryption key. Subscriber's may also opt to use the centralized managed Wi-fi Routers provided by M/S IKF, in order that M/S IKF can ensure compliance with the Wi-fi policy and rules, in case the subscriber's are not able to ensure compliance on their own with these requirement.

#### **14. Installation**

M/S IKF endeavors to provide installation of a new connection within 30 working days, as prescribed by TRAI, subject to Technical feasibility. In case of any delay beyond 30 working days, TRAI guidelines are adhered to by M/S IKF. If extra cabling is required for feasibility, additional charges will apply.

#### **15. Refund Policy**

M/S IKF does not entertain refund of any amounts that may have been paid by the subscriber, for an Annual / Semi Annual / Quarterly / Monthly package. Only in case of non-feasibility of a new connection, refund is made by M/S IKF. The time for a refund to be affected is 4 - 6 weeks, beyond the allowable time of 30 working days as mentioned above.

#### **16. Discount Policy**

M/S IKF provides service discounts in line with TRAI policy on the same, on a case to case basis, as needed. In case of Billing disputes, M/S IKF subscriber's are required to email their specific concerns to [info@ikftech.in](mailto:info@ikftech.in) and the same will be addressed in 4 - 8 weeks, by way of discount / credit note passed in the account of the subscriber.

#### **17. Disclaimer**

The Internet contains unedited material, some of which may be illegal, sexually explicit, immoral or offensive. M/S IKF is merely providing connectivity to the internet and has no responsibility or control over the content of the internet or the individual's usage of the same. M/S IKF is not responsible for virus / malicious traffic which may infect the PC / Laptop of the M/S IKF subscriber, since M/S IKF has not control over the same. You, the M/S IKF subscriber, assume full responsibility and risk for the use of the services provided by M/S IKF. The subscriber is solely responsible for evaluating the accuracy, completeness and usefulness of all the services, products and other information and the quality and merchantability of all merchandise provided through the inter- net access service offered by M/S IKF. The services by M/S IKF are provided on an as available basis only. M/S IKF does not warranty that the services will be uninterrupted, error-free or free from viruses or harmful components. M/S IKF is not liable for any cost or damages that may arise directly on account of you are using the services provided by M/S IKF, including any direct, incidental, explanatory 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 damages etc. Further, M/S IKF 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 M/S IKF. M/S IKF also hereby informs the subscriber that their personal details will provided to the legal Authorities on demand, without any prior intimation to the subscriber.

#### **18. Termination of Agreement**

Continued use of M/S IKF 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 M/S IKF then the sole and exclusive remedy available to the subscriber is to stop using the services and to terminate the M/S IKF account, under intimation to M/S IKF in writing. This does not absolve the subscriber of any dues which remain and the same remains payable.



Franchisee/Channel Partner Application Form  
Internet for Distribution

M/S IKF also reserves the right to disconnect the services to the subscriber in case of any or 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.

**19. Jurisdiction**

Any disputes arising out of / or related to this agreement will come under the Kolkata Civil Court Jurisdiction.

**20. Declaration**

I confirm my acceptance to the terms and conditions specified above by placing my signature overleaf.

**21. Policy Change**

IKF TECHNOLOGIES LIMITED may change, amend or revise the terms and conditions of this SLA at any time as and when necessary in order to comply with any statutory, legal or regulatory requirements and the CUSTOMER agrees to abide by such modified terms. Such changes or revisions shall be deemed effective upon posting an updated and duly dated service level agreement to the customer via email, fax and/or posting on IKF's website.

**22. Link Delivery Acceptance**

It has been agreed between the parties that after the link has been delivered it is the duty of the Customer to sent the acceptance within 48 hours of the link delivery to IKF, otherwise it will be taken as deemed acceptance from the customer part and IKF will start the billing cycle after the expiry of 48 hours from the link delivery. Further been agreed that if the Customer has some justifiable reason for not sending link acceptance within the time frame and if, IKF think fit about such justification, then billing cycle can be revised.

**23. Misc.**

It has been agreed between the parties that if by any reason the link of the customer has not been delivered within the time frame and the customer has reluctant to take on the delivery due to delay in delivering the connection/link and ask for refund of the monies which he has deposited before us, then the same money can be refundable to the Customer within 30 days after the receipt of intimation from the customer.

This Agreement is being executed in original, original copy will be retained by IKF and duplicate copy will sent to the Customer.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first above written.

For and on behalf of **IKF TECHNOLOGIES LIMITED**

For and on behalf of **Franchisee/Channel Partner**

By : \_\_\_\_\_

By : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Place : \_\_\_\_\_