



# IKF TECHNOLOGIES LIMITED

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CIN : L72200WB2000PLC111253

## CUSTOMER ORDER FORM FOR INTERNET LEASE LINE

### ILL (SERVICE)

The Customer hereby orders to **IKF Technologies Ltd.**, for Internet Leased Line Service and agrees to the terms and conditions of the Service as described in the Customer Order Form. The Customer hereby agreed to furnish true and accurate information as requested and mentioned in the Customer Order Form herein below & further agrees to abide at all times with the information disclosed herein during the Service Tenure during the term of this order and shall indemnify **IKF Technologies Ltd.** in case of any claim arising due to any falsification of information shared to **IKF Technologies Ltd.** relying to the information disclosed by the Customer.

### 1. Customer Details

Name of Company			
Address			
City		Pin Code	
State		Country	
Authorized Signatory's Name		Signatory's Designation	

### 2. Billing Details

Billing Address			
City		Pin code	
State		Country	
Board Line		Fax No.	
Contact Person		Mobile No.	
Email ID			

### 3. Order Category

ORDER TYPE	
CUSTOMER TYPE	

### 4. Link Details

Capacity / Bandwidth required (Kbps / Mbps / Gbps)	
Customer End Location	

**5. Payment particulars (To be filled by IKF Technologies Ltd.)**

Sr. No.	Service Component	One-Time Charge (Rs.)	Annual Recurring Charge (Rs.)	Remarks
	BILLING CURRENCY	INR	INR	
1.a	Internet Lease Line			
1.b.	Installation			
2.	Last mile A End – Bandwidth charges			
3.	<b>Total (excl. Taxes)</b>			<b>Per annum</b>
4.	Taxes, as applicable			
5.	<b>Grand Total (incl. Taxes)</b>			

**TERMS AND CONDITIONS for IKF TECHNOLOGIES LTD.**

**INTERNET LEASED LINE (ILL) SERVICE (SPECIFIC)**

1. This COF have to be read with the General Terms and Conditions (“GTC”) and these terms shall prevail if there are any conflicting provisions in the GTC. IKF Technologies Ltd. reserves the exclusive right to change / alter / amend the terms and conditions including without limited to tariff plan/s applicable on the Internet Leased Line Services at any point in time, at its sole discretion without prior intimation to the Customer.
2. **Incorporation of other Documents:** The following documents are hereby incorporated herein by this reference and are considered to be a material part of the Agreement: (i) the attached General Terms and Conditions for Delivery of Services; (ii) the Product Contract (iii) the attached Services Schedules and all Service SLA,s. The GTC, Product Contract and SLA,s are subservient to and subject to the Customer Order Form (“COF”).
3. **Definitions:** Terms used herein but not otherwise defined shall have the same meaning ascribed to them in the attached General Terms and Conditions/ Product Contract.
4. **Entire Agreement:** The COF and the GTC are the entire agreement between Customer and IKF Technologies Ltd. regarding the Services provided hereunder and supersedes all other agreements or understandings expressed or implied between the Parties related thereto. No change, modification or waiver of any of the terms of this. Agreement will be binding unless included in a written agreement and signed by both Parties. In the event of any conflict between the documents comprising the COF and any other document, precedence shall be given to the documents in the following order: (i) the COF; (ii) the Product Contract and Special Condition (iv) the applicable Service Schedules and SLA’s;
5. **Lock-in Period:** On commissioning of Internet Leased Line (ILL) Services, Customer agrees to a minimum lock-in commitment period of one (1) year from the date of commissioning by **IKF Technologies Ltd.** Thereafter on completion of one year, the Customer may terminate the Internet Leased Line (ILL) Services by giving **IKF Technologies Ltd.** One (1) month prior written notice.
6. **Availability of the Network :** **IKF Technologies Ltd.** provide a high level of availability of Internet Leased Line (ILL) Services on its network, cannot however give any guarantee that their network will operate without any interruption or malfunctions. **IKF Technologies Ltd.** reserves the right to carry out maintenance work on its network at any time which can lead to interruptions in operation. **IKF Technologies Ltd.** also reserves the right to temporarily block certain Internet Services to combat spam and damaging codes (e.g. viruses, worms, Torjan horses, etc.).

No assurances or guarantees can be given about the availability, quality, operation or support services for voice, or data traffic, on the networks, or lines of other Internet providers.

## 7. DISCLAIMER:

7.1 Customer hereby acknowledges that except as specifically set forth herein, **IKF Technologies Ltd.** makes no warranty, representation or indemnity with respect to the quality of services provided to Customer under the Internet Leased Line (ILL) Services.

7.2 Customer acknowledges that the use of Service is at their own risk. The Internet Leased Line (ILL) Service is provided on an “as-available” basis, and to the fullest extent permitted by law, **IKF Technologies Ltd.** hereby excluded all and any warranties or conditions of any kind whether express or implied, in respect of the Internet Leased Line (ILL) Service and any content or data obtained or downloaded from it. Without prejudice to the foregoing generality:

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

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

7.3 The disclaimer under this paragraph 9 is without prejudice to your statutory rights.

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

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

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

10. **Steps against Misuse** : Should there be justified indications of illegal usage of a Internet Service, or should such illegal usage be reported by persons or bodies affected or an official body, or should a final judgment have been made on such illegal usage in a court of law, **IKF Technologies Ltd.** is entitled to disclose the data belonging to the Customer responsible for the misuse, or to disclose such data to the official authorities responsible, inform the police and/or other bodies about the incident, to request the Customers to use the services in a legal manner and in compliance with the regulations and furthermore to cease provision of services without advance warning, to



dissolve the Agreement with Customer without adhering to a period of notice and without providing any compensation and/or if applicable to claim for damages.

**IKF Technologies Ltd.** can take the same steps, if it has reason to suspect that the Customers are infringing or will infringe the Agreement or if the Customers have provided inappropriate or incomplete information when concluding the Agreement.

Should **IKF Technologies Ltd.** give notice for one of the abovementioned reasons, the Customers are still liable for payment in accordance with the regulations governing the premature cessation of the arrangement.

- 11. Payment of Bills: It would be the responsibility of Customer to make advance payment of IKF Technologies Ltd.** Internet Leased Line (ILL) Service. **IKF Technologies Ltd.** shall be have the exclusive right to suspend or terminate the service in case of non-receipt of advance payment by giving the Customer not less than five days notice in writing or in its absolute discretion. **IKF Technologies Ltd.** shall charge interest at the rate of PLR (prime lending rate) of SBI (State Bank of India) as on 1<sup>st</sup> April every year plus 4% per annum for delay in receiving such payment which the Customer agrees to pay.
- 12. Taxes:** Any indirect taxes, as applicable, including without limitation, service tax and sales tax, levied on the service charges and other payments due from the Customer shall be invoiced by **IKF Technologies Ltd.** to the customer and shall be borne solely by the Customer.
- 13. IKF Technologies Ltd.** shall have the right, at any time and without notice to the Customer to withdraw and resume the Internet Leased Line (ILL) Services for such period or periods as it shall think fit in case it is of the opinion that such an action is necessary or expedient in the public interest. The decision of **IKF Technologies Ltd.** in this respect will be final. Provided however, that the Customer shall be entitled to a adjustment of the proportionate part of the annual Internet Leased Line compensation payable by it in respect of periods for which such right has been exercised by **IKF Technologies Ltd.** Other than such abatement of charges, **IKF Technologies Ltd.** shall not be liable to pay any compensation or other payment of any kind such as those in the nature of damages of any kind to the customer of exercising such rights.
- 14. Termination of Account :**
  - 14.1 Unless otherwise mentioned herein, this is a continuing agreement between **IKF Technologies Ltd.** and Customer. **IKF Technologies Ltd.** must be notified by Customer if the Service is no longer required.
  - 14.2 Customer remains liable for any charges incurred up to the effective date of termination. No refund of any fees will be granted, and no unused services, credited to your account, will be redeemable or convertible to cash or any other form of credit.
  - 14.3 Customer may terminate the Internet Leased Line (ILL) Service by notifying **IKF Technologies Ltd.** in writing. It is expressly understood that termination of the Service may not occur immediately.
  - 14.4 If, in our reasonable opinion, you breach any of these Terms and Condition, **IKF Technologies Ltd.** reserves the right to terminate an account or very any Service provided to you without notice.
  - 14.5 If in **IKF Technologies Ltd.** reasonable opinion, Customer's use of the Service compromises the network or systems used to deliver the Service or place at risk the delivery of the Service to other users then **IKF Technologies Ltd.** may without notice to you act to terminate or suspend your use of the Service or part of the Service.
  - 14.6 It is expressly understood by Parties than the Services provided is non-transferrable to any third party and **IKF Technologies Ltd.** may reserve the right to terminate or suspend the Services or part of the Service in case it is found in violation.
- 15. Liability:** Customer hereby acknowledges that, the aggregate liability for the internet Leased Line (ILL) Services of **IKF Technologies Ltd.** and its providers for all direct, indirect and consequential losses, damages, costs, expenses, actions and claims arising out of or otherwise in connection with this COF, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, is limited to the total fees paid by you



under this COF in respect of the Internet Leased Line (ILL) Services in the 12 months preceding the relevant cause of action accruing (or, if there is more than one, the last cause of action accruing).

**16. Force Majeure:** No party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Customer Order Form, is prevented restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to Government legislations, fires, floods, earthquakes, explosions, epidemics, accidents, acts of God, war, hostile acts of the enemy, civil commotion, sabotage, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and/or shortage of materials. The Party claiming and event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed.

**17. Arbitration:** The Parties agree that in the event of any conflict, discrepancy or dispute between the Parties in connection with this Customer Order Form even relating to its construction, meaning and operation, the Parties shall in the first instance attempt to resolve such conflict, discrepancy or dispute by conciliation. If which a period of 30 (thirty) days of the referral of dispute to conciliation, may agree upon a single arbitrator or either party shall appoint one arbitrator and the two arbitrators so appointed shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be at Kolkata. The arbitration shall be held in accordance with the Arbitration and conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties.

I/We hereby carefully read and understood the terms and conditions of the agreement of **IKF Technologies Ltd.** Internet Leased Line (ILL) Service and agree to strictly abide by the same.

CUSTOMER  
AUTHORISED SIGNATORY

COMPANY NAME  
IKF TECHNOLOGIES LIMITED

SIGNATURE & STAMP  
PLACE:  
DATE:  
CUSTOMER NAME:  
CUSTOMER COMPLETE ADDRESS:

SIGNATURE & STAMP  
PLACE:  
DATE:  
ADDRESS:  
Indo Japan Building, 2nd Floor,  
Plot No. J-1/12, Block EP & GP,  
Sector-V, Salt Lake,  
Kolkata-700091

Date of Services Activated: