

INSTITUTE OF INFORMATION TECHNOLOGY

(AUTONOMOUS)

(Approved by AICTE-New Delhi, Affiliated to JNTUK, Kakinada)
Beside VSEZ, Duvvada, Vadlapudi Post, Gajuwaka, Visakhapatnam - 530 049.

### SO WHOM MAY EVER IT MAY CONCERN

Agreement document with service providers for Bandwidth of internet				
S.no	Vendor	Band Width (MBPS)	Page No.	
1	BSNL	1000	1-6	
2	STPI	50	7-38	
3	AIRTEL	50	39	





# VIGNAN'S INSTITUTE OF INFORMATION TECHNOLOGY (Autonomous)

www .vignaniit.com (Approved by AICTE & Affiliated to JNTUK, Kakinada) Estd - 2002 Re-accredited by NAAC with 'A' Grade (CGPA of 3.41/4.00) NBA Accreditation for the UG programmes of CSE, ECE, EEE, IT & MECH.

Recognized under section 2 (f) & 12 (B) of the UGC Act 1956 Accredited & International Accreditation by HLACT

ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Certified Institution Beside VSEZ, Duvvada, VISAKHAPATNAM, Andhra Pradesh, India -530049.

Phone: 0891- 2755222 / 333 / 444 :: Fax: 0891 - 2752333 :: email: vignaniit@yahoo.com

Purchase Order No: VIIT/OFFICE/2021-22/12/01

Date: 14-12-2021

To Sub Divisional Engineer(EB) %PGMTD,BSNL,VM SSA Visakhapatnam-530020 Ph No: 0891-2544959

Sub: Purchase Order for BSNL Internet Leased Line for 1 Gbps - reg.,

Ref: Performa Invoice Ref.: GMTD-VM/SDE(EB)/quotations to customers/2021-22/85.

Sir,

With reference to your Performa Invoice mentioned above dated 13-12-2021, we are pleased to place an order for supply of BSNL Internet Leased Line for 1Gbps to our institution as per the details given below.

S.No	Description	Qty	Unit Rate	Tax	period	Total Price
1	1:1 BSNL Internet Leased Line for 1Gbps	1000 mbps	175.00	18%	12months	24,78,000.00
	Total Amount inclusive of all Taxes 24,78,000.0					

Amount Chargeable (in words): Twenty Four Lakh Seventy Eight Thousand Rupees Only.

#### **Terms & Conditions:**

1) The above charges are inclusive of all taxes.

2) payment mode- Quarterly.

3) Payment Credit: maximum 3months from date of invoice

Thanking you,

Yours faithfully,



VIIT.

PRINCIPAL VIGNAN'S INSTITUTE OF Information Technology (A) Beside: VSEZ, Duvvada, Visakhapatnam.



# VIGNAN'S INSTITUTE OF INFORMATION TECHNOLOGY: DUVVADA, VISAKHAPATNAM COMPARITIVE STATEMENT INTERNET BANDWIDTH

				DATE:14/12/2021
S.NO.	NAME OF THE	BSNL	JIO	Airtel
	EQUIPMENT	Cost per Annum	Cost per Annum	Cost per Annum
	1:1 1Gbps ILL	₹ 2,100,000.00	₹ 2,850,000.00	₹ 2,880,000.00
	GST 18%	₹ 378,000.00	₹ 513,000,00	₹ 518,400.00
	TOTAL Amount	₹ 2,478,000.00	₹ 3,363,000.00	₹ 3,398,400.00
	Installation charges	Nil	Nil	Nil
	commitment period	3-years	3-years	1year
	payment terms	Quarterly	Quarterly	Quarterly

prepared by

verified by

Dean Admin

Principal

Sub Divisional Engineer (EB) % PGMTD, BSNL, VM SSA Visakhapatnam- 530020. Ph No: 0891-2544959



GMTD -VM/SDE (EB)/Quotations to customers/2021-22/85 dated at VM the 13-12-2021

## BSNL Revised QUOTATION to Vignan Institute of Information Technology, Visakhapatnam for 1Gbps Internet Leased Line.

With reference to the discussions held with you on dated 10.12.2021 at your institution, herewith submitting revised commercial proposal for 1Gbps Bandwidth Internet Leased Line.

#### **Specifications:**

Bandwidth: 1Gbps ILL.

Service:

1:1 unshared uninterrupted internet bandwidth.

Connectivity: OFC Media.

Others: Routers, switch and internet LAN cabling are responsibility of the customer only.

Commitment Period: 3 years.

### Commercials:

### Recurring Annual Charges:

S.No	Location Address	Bandwidth	Rate per Annum
1	Vignan Institute of Information Technology,Duvvada,Visakhapatnam	1 Gbps 1:1	Rs.21,00,000/-
			1

<sup>\*</sup>As the BSNL Connectivity available at your premises One Time Charges will be waived off.

Payment terms: Quarterly/half yearly/Yearly in advance.

Thanks and Warm Regards

-Sd/-Sub Divisional Engineer (EB) % PGMTD, BSNL, VM SSA

<sup>\*</sup>GST @18% extra on above charges.



कार्यालय मुख्य महाप्रबंधक ब्रॉडवेंड नेटवर्क परिमंडल O/o CGM BBNW Circle सी. टी. एस. कम्पाउंड नेताजी नगर CTS Compound, Netaji Nagar नई दिल्ली 110023 New Delhi -110023

No.BSNL/BBNW/Multiplay/Misc/2016/

Date: 24.01.2017

To All CGMs BSNL

Sub: Modified format of CERTIFICATE FOR SECURED USE OF INTERNET LEASED LINE CUSTOMERS- reg.

Ref: 1) No.BSNL/BBNW/Multiplay/Misc/2016/27 Date: 25.04.2016 2) BSNL CO Letter No.64-334/2014/Wi-Fi Dated 15.03.2016 3)DOT Order No:-820-01/98-LR/Vol.(IX) Pt..1 Dated 01.10.2013

- Kindly refer to the letters cited above, regarding DoT instructions for secure use of Internet Leased Line.
- 2) In this regard, modified format of certificate after including point w.r.t NAT SYS Log Parameters is enclosed. This certificate is to be furnished by ILL customers for secure use of Internet Leased Line. The same shall be uploaded on IRMS portal along with network diagram.
- Add. GM (BB & DC), BBNW Noida is authorized to issue approval of ILL after getting necessary certificate.
- 4) You are requested to intimate all the existing ILL customers for recording & maintenance of NAT SYS log parameter for any NAT system deployed by them. The compliance shall be given to Add .GM (BB & DC), Noida.
- For new customers, revised certificate shall be got signed by the customer before allotment of IP address for the ILL.
- 6) This is issued with the approval of CGM (BBNW).

Encl: As above

SOEUP) DE (86 cor)

GM (Opn & Plg) BBNW New Delhi

Copy to:

1. GM (NOC), Bglr & Add. GM Noida, Data Center for information Pl.

#### REVISED SECURITY UNDERTAKING

#### CERTIFICATE FOR SECURED USE OF INTERNET LEASED LINE CUSTOMERS (To be given by the Customer)

To					
GM/DGM					
BSNL	000000				
Sub: Secured	Use of Interne	at Leased Line,			
2) I/organizat Rules made thereto from t 3) I/organizat 4) I/organizat	at a tion will fully thereunder and time to time. tion assume(s)	have taken an Internet Leased Line from BSNL ddress Vignary (North Like of Internet Leased Line from BSNL ddress Vignary (North Like of Internet), Best de VSE2, OUWad VISACLO PATRIM, Arabbria Pradesh — 530049 comply with the provisions of the Indian Telegraph Act, 1885, Indian Telegraph of Information Technology Act 2000 and any amendments or replacements made total risk and responsibility for the use of BSNL Internet services.  The second responsibility for the use of BSNL Internet services in eincluding Wi Fi usage.	la,		
100		d and maintain the following NAT SYS LOG Parameters for any NAT mechanism			
deployed by i	ne/us for Inter				
	Sl. No.	Parameters			
	1	Start Date (mm:dd:yyyy) & Time (hl::mm:ss)			
	2	End Date (mm:dd:yyyy) & Time (hh:mm:ss)			
	3 Source IP Address				
	4	Source Port			
	5	Translated IP Address			
	6	Translated Port			
		4			
	7	Destination IP Address			

- 6) l'organization am/is fully responsible for secure use of Internet Leased Line and shall/have maintain(ed) data regarding access/usage of the users of the Internet Leased Line.
- 7) l/organization shall/have use(d) Leased Line for Lawful purposes only and not for Transmission, distribution or storage of any material in violation of any applicable law or regulation.( This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obseene, defamatory, constitutes an illegal threat, violates export control laws or anti national.)

8) I shall intimate and register with BSNL before Wi-Fi services are provided through Internet Leased Line in future.

Customer/Authorized Signatory ITTUTE OF Signed in presence of BSNL representative

Name

Designation

Mobile/Tel.No

Signature of BSNL Representative

1. Administrative Contact Detail of Customer:

Person name

GONUPATI. JOSHUA DAVID

e-mail

david\_joshuazoo@hotmail.com

address

Vignan's IIT, BESIDE VSEZ, Duwada, visaklepatron

phone no.

(land line)

phone no.

(mobile ) 7702840940

fax no.

2. Technical Contact Detail of Customer:

Person name

MURUKUTI. SURESH

e-mail address

msuresh1232004@gmail.com Ungmank 11T, Begide VSEZ, Dovada.

phone no.

(land line)

phone no.

(mobile ) 9652458959

fax no.

\_\_\_\_\_\_

3) Router Details

Make

viake

Model

No.ports

4) Firewall Details

N / 1

Make

Model

No.ports

5) Client Details

How many

6) Software Used

In Servers

In clients

7. Total number of host (Public IP) addresses required immediately: 10 Nos

- 8. Number of subnets planned immediately:
- 9. Number of subnets planned after one year:
- 10. Whether Customer is having IP address from any other agency (e.g. VSNL, APNIC), if Yes, please mention



Signature with stamp



# SOFTWARE TECHNOLOGY PARKS OF INDIA <u>Visakhapatnam</u>

# AGREEMENT FOR SOFTLINK SERVICE

Existing Contract No.:	
New Contract No.:	
This Agreement is made at Visakhapatnam, on the day of m	onth yea
Software Technology Parks of India, <i>Visakhapatnam</i> , (Autonomous Society under Month Communications & Information Technology, Government of India) registered a Societies Act, 1860 with its Headquarters at # 6, CGO Complex, Electronics Niket Road, New Delhi - 110003, (hereinafter referred to as "STPI- Visakhapatnamexpression shall, unless repugnant to the meaning or context thereof, in administrators, successors and assigns) of the One Part	under the tan, Lodhi
And	
Vignais Sustitute of Information technology	••••••
Vignais Institute of Information technology.  >UVVada, Vi Sauhapatran	•••••
***************************************	•••••
(Hereinafter referred to as the "Subscriber" which expression shall, unless repugna meaning or context thereof, include its administrators, successors and assigns) of the Part.	nt to the
WHEREAS the Subscriber has submitted to STPI-Visakhapatnam an application bearing requesting (To be filled by STPI-Visakhapatnam wherever applicable)	ıg no.
1. implementation of new SoftLINK service □	
2. change in the existing SoftLINK service	
☐ a. Upgrade / ☐ b. Downgrade / ☐ c. Relocation / ☐ d. Last mile /Local Loop ☐	]
e. Loading ratio  f. Others	
with the following specifications:	
Internet bandwidth: 50 kbps / Mbps	
Loading ratio: Shared (1:2 / 1:3 / 1:4) / Premium (1:1) \square	
PRINCIPAL VIGNAN'S INSTITUTE OF Information Technology Gajuwaka, Visakhapatnam-49	el of 18



Last mile: Wire line / Wireless
Last mile bandwidth:
Onetime charges: INR 50001—
Local loop charges: INR 25000   □ one quarter / □ annual
Internet bandwidth charges: INR4,50,000  \[ \square \] one quarter / \[ \sqrap \] annual

**AND WHEREAS** STPI-*Visakhapatnam* is willing and agrees to provide SoftLINK service to the Subscriber as mentioned above on the terms and conditions agreed by both the parties as recorded in this Agreement;

It is deemed necessary and expedient by the parties hereto to enter into this Agreement and record the terms for providing SoftLINK service.

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

# DESCRIPTION OF SOFTLINK SERVICE:

SoftLINK is the brand name of the Internet leased line service offered by STPI-*Visakhapatnam* to its subscribers. SoftLINK service is available on a Shared and Premium basis. STPI-*Visakhapatnam* offers its subscribers the freedom to choose carrier-neutral terrestrial (fiber or copper) / microwave local loop for last mile connectivity.

### 1. DEFINITION:

"Tariff" means the schedule of charges for the service, which STPI- Visakhapatnam provides.

"Subscriber" means any person as defined under the General Clauses Act, 1899 with whom STPI- *Visakhapatnam* executes this Agreement and who has purchased the Service from the STPI-*Visakhapatnam*, and paid STPI-*Visakhapatnam* in advance for the Service. It includes a person who is acting on or for behalf of the subscriber.

"Information" means the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Service.

"Local Loop" shall mean and include the physical link or circuit that connects from the demarcation point of the subscriber premises to the edge of STPI-*Visakhapatnam*"s network.

"The Internet" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/ Internet Protocol").

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"The Service" means the service provided by STPI-*Visakhapatnam* whereby subscriber can gain access to the Internet and, where applicable, any Service and facilities which STPI-*Visakhapatnam* provides and Subscriber uses in connection with the Service and which are invoiced to the Subscriber.

"Technical Problem" shall mean and include problems that arise due to failure of software or hardware of STPI-*Visakhapatnam* that directly connects to the service of the subscriber and / or failure of accessories, components and / or system function on which the subscriber is directly connected and which is not caused directly or indirectly by a negligent act or omission of the subscriber.

"Third Party Content" means all information, software and other content provided by any independent third party that can be accessed through or by virtue of the Service.

### 2. PROVISION OF SERVICE:

### 2.1 LAST MILE CONNECTIVITY:

STPI-*Visakhapatnam* will service the last mile over fiber / microwave / copper local loop as per the Subscriber's application form.

- 2.2 The Service is supplied for decent and lawful purpose only and without any express or implied warranties save for those warranties implied or imposed by under Indian Law.
- 2.3 Subscriber has to give STPI-*Visakhapatnam* in writing any information required as per statutory requirement for use of the Service as notified to the Subscriber from time to time.
- The Service is provided on an "AS IS and AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by STPI-Visakhapatnam or its employees shall create a warranty. Neither STPI-Visakhapatnam nor its Employees warrant that the Service will be uninterrupted or error free or that any information, software or any other material accessible on the Service is free of viruses, worms, Trojans horses or other harmful components.
- 2.5 The Service remains STPI-*Visakhapatnam*'s exclusive property, Subscriber being licensed only during sustenance of this Agreement to use it to obtain access to the Service. At the end of the Agreement the right to use the Service ceases.
- 2.6 The Subscriber shall take full and sole responsibility for preserving the secrecy of the password if any provided by STPI-*Visakhapatnam* to access the service. The Subscriber acknowledges and accepts that considering the nature of the Service there will be a need to change the password from time to time

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Gajuwaka, Visakhapatnam-49

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to avoid misuse and to maintain secrecy. STPI- Visakhapatnam shall not be responsible for any wrongful or unauthorized use, under any circumstances.

- 2.7 STPI-Visakhapatnam shall provide Helpdesk facility on 24 / 7 basis.
- All hardware required for availing the services contemplated herein apart from the one provided by STPI-*Visakhapatnam* as per clause 9 shall be purchased by the Subscriber at its own expenses and STPI-*Visakhapatnam* shall only be liable to provide the service.
- 2.9 STPI-*Visakhapatnam* makes no warranties of any kind, express or implied in respect of the Subscriber's hardware equipments, and also disclaims any warranty of fitness for a particular purpose.
- 2.10 The Subscriber understands that STPI-*Visakhapatnam* may provide certain value-added services (server collocation, email relay, tape vaulting, domain hosting, SAN, Web hosting, clean email, clean Bandwidth, FTP etc.) in addition to the services provided herein at additional costs. The subscriber may avail all or any of such Value-added services as per the terms and conditions prescribed by STPI-*Visakhapatnam* by paying such additional charges for availing such value added services.

### 3. TERM OF AGREEMENT:

- 3.1 This Agreement shall come into effect from <u>of o6 2018</u> and shall remain in force for a minimum Contract period of one year. Thereafter, the Agreement shall stand renewed automatically for a further period of one year. The renewal process shall be repeated in the same manner unless and until either party explicitly terminates the Agreement as stated hereunder.
- 3.2 The Subscriber shall issue one month's notice in advance for cancellation of service after the expiry of the minimum Contract period. In that case, STPI-Visakhapatnam shall repay him or allow him in account the appropriate proportion of any rental paid in advance for a period ending after the Subscriber's liability for rental ceases. The cancellation of the service will be subject to the clearance of any kind of payment dues from the subscriber.
- In case the Subscriber is to terminate the Agreement before the end of the minimum Contract period, he shall pay to STPI-*Visakhapatnam* all the charges for the whole of the minimum Contract period together with any justified sum for any work rendered abortive by termination.
- 3.4 STPI-*Visakhapatnam* may terminate this Agreement anytime by giving 15 days" written notice if the Subscriber fails to make timely payment or in the event that STPI-*Visakhapatnam* is no longer in a position to offer SoftLINK service.

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3.5 STPI- *Visakhapatnam* shall be entitled to discontinue the service forthwith without any prior notice to the Subscriber, if he makes or allows any unauthorized / illegal use of SoftLINK service as mentioned in clauses 6 & 7.

# 4. APPLICATION OF INDIAN TELEGRAPH ACT AND INTERNATIONAL TELECOMMUNICATION CONVENTION:

STPI-Visakhapatnam agrees to provide the Subscriber with SoftLINK service subject to the provisions of the Indian Telegraph Act, 1885, and the Indian Telegraph Rules, 1985 made there under and any amendments or replacements made thereto from time to time. The Subscriber shall observe, perform and fully comply with the same.

# 5. APPLICATION OF INFORMATION TECHNOLOGY ACT 2000:

It is hereby agreed between the parties that for the purpose of this contract, STPI-Visakhapatnam is an "Intermediary" as defined under Sec 2(w) of Information Technology Act 2000 of India as amended by Information Technology Act 2008 (here in after referred to as ITA 2008) and the Subscriber shall be liable in his own right for any contraventions of ITA 2008 or any other laws of India or any other country that may be attributed to any content stored, processed or transmitted in the course of using the SoftLINK services and shall keep STPI- Visakhapatnam indemnified of all consequences arising out of such contraventions.

### 6. UNAUTHORIZED USE:

- 6.1 The Subscriber shall use SoftLINK service solely for his business and for no other purpose. He shall neither use the link nor permit the link to be used for any communication by any other parties nor shall receive payments or other considerations directly or indirectly for transmission of any message over the link.
- 6.2 The Subscriber shall be liable for payment of any charges and / or fine towards any damage caused as a result of any instance of unauthorized use by himself or any other person whatsoever. The Subscriber shall pay all such charges without any demur.
- 6.3 The Subscriber shall obtain prior permission from STPI-Visakhapatnam whenever he desires to connect a Voice / Data Multiplexer for use within his operations. He shall make a declaration that such equipment shall not be connected to the Public Switched Telephone Network whether Indian or foreign.

### 7. ILLEGAL OR HARMFUL USE:

The Subscriber may use SoftLINK service only for lawful purposes. He shall be responsible for any transmission he sends, receives, posts, accesses, or stores via STPI-Center Name network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is







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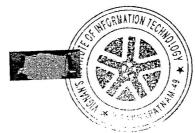
prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that are prohibited:

- 7.1 Infringement: Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- 7.2 Offensive Materials: Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, and invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- 7.3 Fraudulent Conduct: Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, multi-level marketing schemes and pyramid schemes).
- 7.4 Failure to Abide by Third-Party Web site Policies: Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or Web site that you access.
- 7.5 Harmful Content: Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.
- 7.6 Hacking: Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- 7.7 Interception: Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- 7.8 Intentional Interference: Interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.

### 8. IP ADDRESS POLICY:

STPI-Visakhapatnam lends public IP addresses to its SoftLINK subscribers for use while connected to the STPI-Visakhapatnam network subject to the following conditions.

VIGNAN ASSETUTE OF Information of Gajuwana, Andrews An



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- 8.1 Every SoftLINK subscriber shall get 16 public IP addresses by default.
- In case the Subscriber requests STPI-Visakhapatnam for more IP addresses in addition to those that were loaned to him by default, STPI-Visakhapatnam may at its sole discretion allot IP addresses after taking a written request from the Subscriber at such additional cost, if any, which shall be borne by the Subscriber. The Subscriber should produce technical justification as to why he requires them by submitting
  - i. Documentation showing usage of the existing IP addresses space.
  - ii. Documentation showing how the requested additional IP address space will be used.

    iii. A description of the space of the existing IP address space.
  - iii. A description of the network routing plans, along with any protocols used and the protocol limitations
- 8.3 The Subscriber shall not lend STPI-*Visakhapatnam* supplied IP addresses in turn to any third party.
- 8.4 IP addresses are loaned for the duration of the Subscriber's connection to the STPI-*Visakhapatnam* network. In the event that the Subscriber disconnects from the STPI-*Visakhapatnam* network he shall surrender to STPI-*Visakhapatnam* all IP addresses loaned to him by STPI-*Visakhapatnam*.

### 9. USE OF THE SERVICE

- 9.1 Subscriber will not reproduce, distribute, publish, copy, download or otherwise exploit any Third Party Content which is protected by copyright or similar rights unless the Subscriber owns or controls the relevant rights thereto or have obtained all the requisite licenses and approvals. Reproduction or distribution, publication, copying, downloading or exploitation of any Third Party Content by the Subscriber as aforesaid will hold the Subscriber liable for infringement of Copyright or other applicable laws.
- 9.2 For the purposes of the legal provisions or otherwise, Subscriber further acknowledges, agrees and authorizes the STPI-*Visakhapatnam* to access, copy, amend or delete any Third Party Content uploaded or otherwise provided by the Subscriber through the use of Service where any such Third Party Content or content is, or is alleged to be, defamatory, in breach of copyright, illegal or is otherwise not appropriate in STPI-*Visakhapatnam* sole opinion to be accessed or otherwise provided by or through the use of the Service.
- 9.3 Subscriber understands further that the Internet contains unedited material, some of which is sexually explicit or pornographic material that may be offensive to some people. Subscriber access to such material will be at Subscriber's own risk. STPI-Visakhapatnam has no control over and accepts no responsibility whatsoever for such materials.
- 9.4 Subscriber is responsible for and must provide all equipment necessary to access the Service. STPI- *Visakhapatnam* reserves the right to disconnect or

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deactivate Subscriber"s equipment or software at anytime without prior notice including in situations where the equipment or software is interfering with STPI-*Visakhapatnam*"s other Services. Subscriber must comply with STPI-*Visakhapatnam*"s requirements as regards access equipment and/or mode of access to and/or use of the Service.

- 9.5 STPI-*Visakhapatnam* reserves the right to amend any particular program, information or facility, which the STPI-*Visakhapatnam* provides or may provide through the Service. Subscriber agrees to abide by all applicable laws relating to the use of the Service and any Third Party Content. Subscriber must abide by generally accepted rules of conduct relating to proper use of Internet resources.
- 9.6 Subscriber has to pay the STPI-*Visakhapatnam* interest free security deposit as and when specified by the STPI-*Visakhapatnam*. STPI-*Visakhapatnam* also reserves the right to ask Subscriber for advance deposit any time during the sustenance of this contract for use of Service and it shall be binding on the Subscriber.

# 10. POLICY ON OWNERSHIP, MAINTENANCE, RETURN AND OPERATIONAL REQUIREMENTS OF EQUIPMENT AT SUBSCRIBER END:

- 10.1 STPI- *Visakhapatnam* shall install at the Subscriber's premises all DataCom equipment including interface converters and antenna (applicable in case of microwave local loop only) that would be required to establish communications using the last mile chosen by the Subscriber. The absolute ownership of all such equipment shall always be with STPI-*Visakhapatnam* and in no case transferable to the Subscriber.
- The Subscriber shall promptly return STPI-*Visakhapatnam* "s equipment in good working condition on the day of or prior to the scheduled disconnect work order. Failure to return the equipment in a timely manner will result in charges, to cover the cost associated to replacing the unreturned equipment, being immediately applied to the Subscriber sTPI-*Visakhapatnam* account. The Subscriber agrees to pay such charges that are applicable for procuring such equipments as on date of procurement whether the equipment is lost, stolen, destroyed, or not returned timely.
- STPI-*Visakhapatnam* and / or its authorized representatives will have free access for repairs, inspection etc., to the premises where STPI-*Visakhapatnam* "s equipment will be installed.
- The Subscriber shall be responsible for the provision of the following and any other additional requirements in his premises to ensure proper security and functioning of STPI-<u>Visakhapatnam</u>"s equipment:
  - 10.4.1 Air-conditioned Space: The DataCom equipment requires to be mounted in an air-conditioned room of sufficient space.





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- 10.4.2 Uninterruptible Power Supply: The DataCom equipment requires availability of "online uninterruptible power supply" with sufficient battery backup which shall be continuously made available during the operation of the link.
- 10.4.3 Earth Pits: The Subscriber shall construct and periodically maintain "Earth Pits" related to the DataCom equipment. STPI-Visakhapatnam shall provide a user"s guide for operation of such equipment. However, the routine repair and maintenance of the DataCom equipment including spares, etc., shall be carried out by STPI-Visakhapatnam itself.
- The Subscriber shall extend full cooperation to the STPI- *Visakhapatnam* personnel who will visit the Subscriber's premises for periodic and other maintenance activities related to the SoftLINK service mentioned herein.

#### 11. SECURITY

- 11.1 Subscriber confirms and warrants that all the information supplied by the Subscriber while registering for the Service is true, complete and accurate in all respects.
- Stepsiles in the application form pertaining to with respect to its constitution, address, directors, partners, subsidiaries, shareholders, parent companies, and can also use the information through STPI- *Visakhapatnam* "s authorized agent or representative to verify the data at the addresses given by the Subscriber or from any other independent source. STPI-*Visakhapatnam* reserves the rights to use this information and data in their client list and for the purpose of marketing their services.
- Subscriber agrees to notify the STPI-*Visakhapatnam* immediately of any changes to the information Subscriber had given to the STPI-*Visakhapatnam* when registering for the Service, including any changes to Subscriber account details by e-mail, fax, courier or registered post.

#### 12. LIABILITY

- 12.1 STPI-*Visakhapatnam* shall not be a party to any transaction including, without limitation, for goods, Service and/or Third Party Content, between the Third Party Content provider, etc. and the Subscriber.
- In no event shall the STPI-*Visakhapatnam* or its employees be liable to anyone for any or any special, incidental or consequential damage arising out of or in connection with the use of (or inability to use) the Service, including, without limitation, damage resulting from or for loss whether direct or indirect of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever, non-deliveries, or service interruptions whether attributable to



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any negligent act or omission of STPI-*Visakhapatnam* or of its employees or otherwise. No guarantee of end-to-end bandwidth on Internet is made.

- 12.3 STPI-Visakhapatnam will put in best efforts and strive to maintain the maximum possible uptime of the Service. However STPI-Visakhapatnam will not be responsible for action beyond its control. Subscriber acknowledges and accepts that in the very nature of the Service to be provided there can be number of factors affecting the provision of the Service and STPI-Visakhapatnam's obligation to provide the Service shall be on best endeavor basis.
- 12.4 Any termination of this Agreement shall not affect any accrued rights or liability of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force or after such termination.

#### 13. INDEMNITY

Subscriber will be responsible and liable for and will indemnify the STPI-Visakhapatnam in respect of liability for any and all use of Subscriber"s account and all actions and costs incurred and for all use of the Service accessed through Subscriber"s account or otherwise by virtue of the provision of the Service to the Subscriber including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights and any breach or non-observance of any term of this Contract by the Subscriber.

#### 14. FORCE MAJEURE:

- 14.1 STPI- <u>Visakhapatnam</u> has made all necessary arrangements so as to ensure uninterrupted and reliable SoftLink service to its subscribers. However, STPI- <u>Visakhapatnam</u> shall not be liable to the Subscriber in any manner or be deemed to be in breach of these conditions because of any delay in performing or any failure to perform any of its obligations under this Agreement if the delay or failure was due to any cause beyond its reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, acts of terrorism, import or export regulations or embargoes, labor disputes or inability to obtain or a delay in obtaining supplies of goods or <u>labor</u>). <u>STPI-Visakhapatnam</u> may, at its option, delay the performance of, or cancel the whole or any part of this Agreement.
- 14.2 Subject to aforesaid, STPI-<u>Visakhapatnam</u> will not be liable to make good loss of any kind whatsoever caused to the Subscriber or any other person arising out of use of the SoftLINK service, non-availability of service or mis-delivery of messages.

#### 15. MIDCOURSE AMENDMENTS:

STPI-*Visakhapatnam*, being India"s first commercial ISP and a service oriented organization, understands and caters to the different needs of its subscribers and is committed to providing flexibility in SoftLINK service. STPI-*Visakhapatnam* allows the following midcourse amendments of service on receipt of written application from

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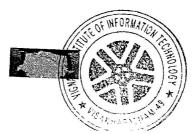
the Subscriber, depending upon the feasibility of providing such service. Wherever applicable, changes in the SoftLINK services shall be provided on payment of associated/additional charges, if any.

- 15.1 Shifting of Destination of Service: The Subscriber shall be allowed to shift the destination of service. Amendment in the existing contract shall be carried out to affect the said change, as per the format provided by STPI for "MID COURSE AMENDMENTS".
- 15.2 Change of Local Loop: The Subscriber shall be allowed to change the local loop if he desires, after completion of minimum contract period of one year with the existing local loop service provider. In the event the Subscriber seeks for a change of Local Loop, the subscriber agrees and understands that, a new separate agreement is required to be executed for the minimum contract period of one year with the new local loop service provider, upon similar are separate terms and conditions that STPI-Visakhapatnam may stipulate during such execution. However, if the Subscriber wishes to change the local loop service provider before the expiry of the minimum Contract period, the subscriber agrees and undertakes to pay to STPI-Visakhapatnam all the charges for the complete tenure of the minimum Contract period together with any justified sum for any work rendered abortive by change of local loop.
- 15.3 Upgrade: The Subscriber can go for upgrade, i.e., increase in bandwidth and / or change of loading ratio from Shared to Premium, anytime and amendment in the existing contract shall be carried out to affect the said change, as per the format "MID COURSE AMENDMENTS" provided by STPI-Visakhapatnam.
- 15.4 Downgrade: The Subscriber shall be allowed to downgrade the bandwidth. i.e., decrease in bandwidth and / or change of loading ratio from Premium to Shared if it desires so. Any downgrade will be subject to clearance of any kind of payment due from the subscriber. Amendment in the existing contract shall be carried out to affect the said change, as per the format "Mid course amendments" provided by STPI-Visakhapatnam.
- 15.5 Change of Contact Persons/Address: Either party shall notify each other of change of technical / billing contact person forthwith.

# 16. CHARGES FOR SOFTLINK SERVICE:

- 16.1 In return for the SoftLINK service provided to the Subscriber, he shall pay charges to STPI- *Visakhapatnam* based on the tariff specified in STPI- *Visakhapatnam* squote.
- 16.2 STPI-*Visakhapatnam* may revise the tariff specified in its quote and accepted by the subscriber from time to time subject to changes enforced by its HQ / TRAI and the subscriber agrees and undertakes to be bound by such revision until the expiry of the minimum Contract period. However, after the expiry





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of the minimum Contract period the subscriber can at its option to continue or terminate this agreement.

STPI- Visakhapatnam will make necessary arrangements to make SoftLINK service available to the Subscriber as per the mutually agreed timelines. In the event of the Subscriber not being ready due to his own reasons to accept the service, the Subscriber shall be liable to pay the charges from the date of handover of the circuit which was mutually agreed and accepted during order processing.

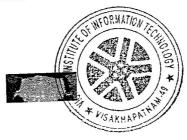
#### 17. TERMS OF PAYMENT:

- 17.1 Following are the general terms of payment:
  - a. Onetime charges: to be paid 100 % in advance
  - b. Internet access charges: to be paid quarterly in advance
  - c. Microwave local loop charges: to be paid quarterly in advance
  - d. Terrestrial local loop charges: to be paid quarterly 100% in advance
  - e. Service Tax: to be paid as per the extant Govt. Directives (may vary from time to time)
- STPI-Visakhapatnam shall furnish quarterly bills in advance and the Subscriber shall pay the billed amount on or before the due date specified in the respective bill. The four quarters in the year shall be calendar quarters commencing with 1st day of April / July / October / January. The subscriber further agrees and undertakes that in the event of its failure to pay the billed amount on or before the respective due dates, it shall pay interest at the rate of 2% per month, on the sums due till such dues are completely paid.
- 17.3 The Subscriber shall not withhold payment of any bills despite any discrepancy in the billed amount and shall pay the same within the specified period. However, such discrepancy can be separately taken up with STPI-Visakhapanam for the resolution thereof.

# 18. SERVICE ENCHANCEMENTS / EXTENSIONS:

18.1 STPI-*Visakhapatnam* may from time to time modify SoftLINK service by adding, deleting or modifying its features and the subscriber agrees and undertakes to be bound by such modification until the expiry of the minimum contract period. However, after the expiry of the minimum Contract period the subscriber at its option continues or terminates this agreement at its option.

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STPI- Visakhapatnam reserves the right to extend SoftLINK service from one subscriber's premises to other subscriber(s) in his vicinity if it desires so. The first subscriber shall then be informed by STPI- Visakhapatnam of the other subscriber(s). The subscriber agrees and understands that in such an event it does not have any right to either obstruct or cause inconvenience to STPI-Visakhapatnam for providing such services. It is further understood and agreed by the Subscriber that in the event of any disruption to the services during or after provision of such services, STPI-Visakhapatnam shall not be liable to the subscriber in any manner whatsoever.

# 19. FINALITY OF AGREEMENT AND DISPUTE RESOLUTION:

- 19.1 The Subscriber understands that this Agreement is the complete and exclusive statement of agreement between the Parties in relation to the subject matter hereof and supersedes all the earlier proposals and prior agreements, if any, verbal or written. No modification of or amendment to this Agreement shall be valid unless it is in writing and signed by authorized signatories of both parties.
- 19.2 If a dispute or difference between the Parties arises in connection with the Agreement, the Heads of Department of the respective Parties shall meet as soon as practicable and endeavor to resolve the said dispute or difference.
- 19.3 Any dispute arising out of the Agreement or relating to the Agreement including on the breach or invalidity of any of the provisions thereof or of the performance of the SoftLINK service, which cannot be amicably settled between the Parties as above shall be finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and all its amendments. The language of arbitration shall be English and the place of arbitration shall be *Visakhapatnam*. The award shall be final and binding upon the Parties. For all Legal Purposes, *Visakhapatnam* courts shall have exclusive jurisdiction over the matter.

### 20. CONFIDENTIALITY

Acknowledgment of Confidentiality: Each party hereby acknowledges that it 20.1 may be exposed to the other party"s and its affiliates" "Confidential Information," which shall include any confidential or proprietary information of a party that is disclosed in any manner and in any media to the other party in connection with or as a result of discussions related to this Agreement, and which at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing party. Specifically, Confidential Information includes (i) the existence, terms and conditions of this Agreement; (ii) all types of proprietary technical or business information, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements,

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documentation, reports, pricing, market, marketing or standards and demographic information, software, trade secrets, research, inventions, ideas and other types of nonpublic information. With respect to include any Subscriber, Confidential Information shall also information transmitted to or stored by STPI-Visakhapatnam in connection with performance of its obligations under this Agreement, including, but not limited to, personally identifiable information ("PII") of employees or Subscribers of Subscriber or its affiliates, including name, address, phone number, e-mail address, date of birth, social security number, credit card information, drivers license number, account numbers, PINs passwords, and any other information that could reasonably identify a person. STPI-Visakhapatnam Confidential Information shall include, without limitation, the STPI-Visakhapatnam Software, STPI-Visakhapatnam Proprietary Materials, and all data of STPI-Visakhapatnam and its Subscribers located on or available through the STPI-Visakhapatnam, and information provided in the course of performing Services. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it. Nothing herein shall prohibit or restrict STPI-Visakhapatnam from reusing know-how, methodologies, procedures or techniques relating to its products or services, which are learned or developed, in whole or in part, during the course of providing services hereunder, provided STPI-Visakhapatnam does not disclose the Confidential Information of Subscriber.

- 20.2 Covenant Not to Disclose: Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party"s Confidential Information to any person or entity, except to its own employees having a "need to know" and to such other recipients as the party may approve in a signed writing. Subscriber shall not disassemble, decompile or reverse engineer any of the STPI-Visakhapatnam Proprietary Materials and any information obtained in violation of this restriction shall be deemed Confidential Information owned exclusively by STPI-Visakhapatnam. Each party shall use at least the same degree of care in safeguarding the other party"s Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Nothing herein shall prohibit either party from disclosing Confidential Information of the other party if as a matter of law or a valid court order it is required to do so, provided the party compelled to make such disclosure shall first use reasonable efforts to notify the other party so that it may attempt to obtain a protective order limiting disclosure. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.
- 20.3 Enforcement: Recognizing that a breach or threatened breach of this Section could result in irreparable harm, for which money damages alone would be

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inadequate, the disclosing party shall be entitled to equitable remedies, including injunctive relief, in additional to damages available at law.

#### 21. PROPRIETARY RIGHTS

- 21.1 STPI- Visakhapatnam Proprietary Materials: The STPI- Visakhapatnam Proprietary Materials are and will remain the property of STPI-Visakhapatnam, and Subscriber will have no rights or interest therein, except for the limited license and use rights as expressly provided herein or in other written agreement(s) entered into by the parties.
- 21.2 **Return of Proprietary Materials**: The STPI- *Visakhapatnam* Proprietary Materials are and will remain STPI-*Visakhapatnam*"s property and, upon the termination or expiration of this Agreement for any reason, Subscriber will, at STPI-*Visakhapatnam*"s election, return such STPI-*Center Name* Proprietary Materials in Subscriber"s control or possession to STPI-*Visakhapatnam*, or certify to STPI-*Visakhapatnam* that such STPI-*Visakhapatnam* Proprietary Materials have been destroyed.

#### 22. LIMITATION OF LIABILITY

STPI- VISAKHAPATNAM SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR DAMAGES IN EXCESS OF 6 MONTHS FEES PAID BY THE SUBSCRIBER FOR SERVICES SET FORTH HEREIN ABOVE, EXCEPT SUBSCRIBER SHALL PAY ALL FEES AND EXPENSES FOR SERVICES RENDERED IN ACCORDANCE WITH THIS AGREEMENT. STPI- VISAKHAPATNAM WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY CONSEQUENTIAL OR **PUNITIVE** INCIDENTAL, (INCLUDING, WITHOUT LIMITATION, LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION, BUSINESS OPPORTUNITY OR LOST DATA, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT IN EXCESS OF 6 MONTHS FEES PAID BY THE SUBSCRIBER HOWEVER, BOTH PARTIES SHALL WITHOUT LIMITATION BE LIABLE FOR ANY BREACH OF CONFIDENTIALITY, SECURITY, INDE NITY AND WILLFUL MISCONDUCT.

#### 23. MIS LLANEOUS:

- 23.1 WAIVER: No forbearance, indulgences, relaxation or inaction by either parties at anytime, to require the performance of any provision of this Agreement, shall, in any way, affect, diminish or prejudice the right to require performance of that provision. Failure or delay by either party to require the performance of any provision of this Agreement shall not affect or impair the right to require full performance thereof at any time thereafter.
- 23.2 SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or







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unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly gives effect to the original intent of the unenforceable provision.

- 23.3 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of India.
- 23.4 ASSIGNMENT: This Agreement shall be binding on the parties and inure to their benefit. This Agreement is not assignable by the Subscriber at any point of time. However, STPI-B can at any point of time assign this Agreement and the Subscriber shall be bound by such assignment.
- 23.5 AMENDMENTS: Any amendment(s) to this Agreement shall be made in writing and signed by both the Parties.

IN WITNESS WHEREOF the parties herein have caused this Agreement to be executed the day and year first hereinabove mentioned.

For and on behalf of The Subscriber	For and on behalf of STPI-Visakhapatnam
Name: C. Nanasim La m Name	
Designation: Prinupm	Designation:
Signature:	Signature:
Date: Date:	Date:
Seal:	Seal:
In the presence of:	adeni
1. Andrew Dr. Ch. He	in (provinderler) Dean admi



# ANNEXURE- "MID-COURSE AMENDMENT"

### SOFTWARE TECHNOLOGY PARKS OF INDIA <u>VISAKHAPATNAM</u>

# MID-COURSE AMENDMENT IN EXISTING AGREEMENT FOR SOFTLINK SERVICE

TORSOFTLINK SERVICE
Existing Contract No.:
New Contract No.:
This Amendment is for the existing Agreement for SoftLINK Service which was executed on the day of month year between
Software Technology Parks of India, <i>Visakhapatnam</i> , (Autonomous Society under Ministry of Communications & Information Technology, Government of India) registered under the Societies Act, 1860 with its Headquarters at # 6, CGO Complex, Electronics Niketan, Lodhi Road, New Delhi - 110003, (hereinafter referred to as "STPI- <i>Visakhapatnam</i> " which expression shall, unless repugnant to the meaning or context thereof, include its administrators, successors and assigns) of the <b>One Part</b>
And
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(
3. change in the existing SoftLINK service □
□ a. Upgrade / □ b. Downgrade / □ c. Relocation / □ d. Last mile /Local Loop □
e. Loading ratio  f. Others
With the following specifications:
Internet bandwidth: fromkbps / Mbps tokbps / Mbps
Loading ratio (Select Applicable): from Shared (1:2 / 1:3 / 1:4) / Premium (1:1) to Shared (1:2 / 1:3 / 1:4) / Premium (1:1)
Last mile Service Provider:
Type of Last Mile: Wire line / Wireless
Last mile bandwidth: kbps / Mbps
Onetime charges: INR



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Local loop charges: INR	
Internet bandwidth charges: INR □ one quarter / □ annual	
Note:  1. All the Terms & Conditions will remain same as in the existing contract agreement.  2. In case of change of local loop please refer clause 15.2 in the existing contract agreement.	
IN WITNESS WHEREOF the parties herein have caused this Agreement to be executed the day and year first hereinabove mentioned.	
For and on behalf of The Subscriber  For and on behalf of STPI-Visakhapatnam	
Name: C. Narasimham Name:  Designation:	
Designation: Designation:	
Signature: Signature:	
Date: Date:	
Seal:  Seal:	
In the presence of:  1	Λ
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# Acceptable Use Policy for the STPI IP Network

### 1.0 Introduction

STPI has published this Acceptable Use Policy as part of our overall effort to provide high quality, reliable service to our customers; protect the privacy and security of our customers, systems, and networks; encourage responsible use of STPI's and other ISP's resources; and comply with applicable laws.

1.0.1 This Policy describes the types of uses of the STPI IP Network which are contrary to our objectives and which are, therefore, prohibited. To achieve our objectives, STPI may in its sole discretion determine whet her a use of the STPI IP Network is a violation of this Policy. While it is not STPI's intent to monitor, control, or censor communications on the STPI IP Network, when we become aware of a violation of this Policy, we may take such action, as we deem appropriate to address the violation, as referenced below.

1.0.2 This Policy applies to all customers of STPI 's IP services (soft LINK), and to all other users of the STPI IP Network. This Policy supplements, but does not supersede, the contracts that customers have with STPI; if such a contract restricts a use of the STPI IP Network that is not addressed in this Policy, the contract will govern with respect to such use.

### 2.0 Prohibited Uses

Uses of the STPI IP Network described below are prohibited under this Policy. These descriptions are guidelines and are not intended to be exhaustive.

### 3.0 Illegal/Criminal Activity

The STPI IP Network may not be used in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

## 4.0 Proper usage of resources provided by STPI.

4.0.1 The IP addresses provided by STPI should not be announced by the customer any where in the internet through his other ISP provided with out the written acceptance by STPI.

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- 4.0.2 The customer shouldn't register the IP addresses provided by STPI any where in the internet with out the written acceptance from STPI.
- 4.0.3 The customer using the STPI Mail-relay services or using IP addresses provided by STPI for their mail relay services, should ensure that their mail-servers are properly configured and protected by against third party relaying.
- 4.0.4 The customer needs to get the confirmation from STPI before allowing the third party vendor to maintain the PRIMARY DNS for the domains UNDER stph.net
- 4.0.5 Reselling of the resources i.e., IP addresses, domain names provided by STPI is prohibited.
- 4.0.6 Customer is responsible to implement his own security policy.

#### **5.0 Security Violations**

The STPI IP Network should not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of system or network security violations include, without limitation, the following:

- 5.0.1 Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation of the owner of the system or network;
- 5.0.2 Unauthorized monitoring of data or traffic on any network or system without proper authorisation of the owner of the system or network;
- 5.0.3.Interference with service to any user, host or network including, without limitation, mail bombing, flooding, probing, spoofing deliberate attempts to overload a system and broadcast attacks;
- 5.0.4 Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

STPI customers are responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates this Policy. Examples include improperly securing a mail server so that others to distribute Spam, and improperly securing an FTP server so that others to illegally distribute licensed software. Customers are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

### 6.0 Threats

The STPI IP Network may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

## 7.0 Offensive Materials

The STPI IP Network may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials.

### 8.0 Spam

Spam is an unacceptable use of the STPI IP Network. Spam includes any of the following activities:

- 8.0.1 Posting a single message or messages similar in content, to more than five online forums or newsgroups.
- 8.0.2 Posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- 8.0.3 Collecting the responses from unsolicited email.
- 8.0.4 Sending any unsolicited email that could be expected, in STPI's discretion, to provoke complaints.
- 8.0.5 Sending email with charity requests, petitions for signatures, or any chain mail related materials.
- 8.0.7 Sending email that does not accurately identify the sender, the sender's return address, and the email address of origin.
- 8.0.8 Using STPI facilities to violate another Internet Service Provider's acceptable use policy and/or terms of service.
- 8.0.9 Sending **Junk E-mails**, informational announcements, commercial advertisements to the users who specifically didn't request for that material.

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#### 9.0 Indirect Access

A violation of this Policy by someone having only indirect access to the STPI IP Network will be considered a violation by the customer, whether or not with the knowledge or consent of the customer.

In addition, this policy applies to any email or content transmitted by customer or on his behalf, which uses an STPI account as a mailbox for responses or promotes content hosted or transmitted using STPI facilities, or which indicates in any way that STPI was involved in the transmission of such email or content.

#### 10.0 Consequences

10.0.1 Violations of this Policy may result in a demand for immediate removal of offending material, temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, deemed to be fit as determined by STPI in its sole discretion.

10.0.2 STPI is authorized to block particular IP address host/network which is provided by STPI if it involves in any kind if ILLEGAL/CRIMINAL activity over the Internet. When feasible, it is STPI's preference to give notice so that violations may be addressed voluntarily; however, STPI reserves the right to act without notice when necessary, as determined by STPI in its sole discretion. STPI may involve, and will cooperate with, law enforcement if criminal activity is suspected.

10.0.3 Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Policy.

#### 11.0 Incident Reporting

Any complaints regarding violations of this Policy by an STPI customer should be directed to <a href="mailto:abuse@stph.net">abuse@stph.net</a>, with details that would assist STPI in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

#### 12.0 Contact Information

Please contact the STPI abuse desk by sending email to abuse@stph.net.



# 13.0 Revisions to this Policy

STPI may modify this Policy at any time, will be posted to STPI's public web site www.stph.net. Notice

## 14. Declaration

We \_\_\_\_\_ accept the above Acceptable user policy written by Software Parks of India-Hyderabad and abide to it.

Signature and Stamp of

Authorized Signatory
PRINCIFAL
VIGNAN'S INSTITUTE
Information Gajuwaka, Visc.



SOFTWARE TECHNOLOGY PARKS OF INDIA
(An autonomous Society under Ministry of Communication & Information
Technology, Dept. of Electronics and Information Technology Govt of India)
Visakhapatnam

### INTERNET SERVICE INSPECTION REPORT

	MILITARE OF THE	OI LUI	ION NEPOKI
01.	Name of the customer	:	Vigranis institute of information technology
02.	Address of the Customer	:	Beside USSI, DUVIDA, GoJunka, Visakhapathan, 530049
03.	Details of the Network/System admin (a) Name (b) Mobile Number (c) Telephone No (d) Fax No (e) E-mail ID	: : : : : : : : : : : : : : : : : : : :	
04.	Type of Service Availed	i	Internet / Co-location / IT-Services
05.	Internet Bandwidth Availed	:	in <del>Kbp</del> s/ Mbps
06.	Type of Local Loop	:	<del>Wired /</del> Wireless
07.	Customer Premises Equipment Details		
	<ul><li>(a) Router Make &amp; Model</li><li>(b) Switch Make &amp; Model</li><li>(c) Type of f Interface</li><li>(d) WAN IP address</li><li>(e) LAN IP address</li></ul>	: : : :	Ethernet / G.703/V.35
08.	Are you using other ISP connectivity?	:	Yes/No
	If yes, Please specify the names of the ISP	;	
09.	Details of Network diagram (Complete network diagram with details of STPI and other ISP Network to be Provided as applicable) :		ľ
	Company Seal & Date	Autho	prized Signature of the Customer
		Addito	rized Signature of the Sustainer
ISP In	spection Report	Control of the contro	PRINCIPAL  WGNAN'S INSTITUTE OF  Information Technology  Gajuwaka, Visakhapatnam-49



Are you using VOIP service? If Y Please provide the following info (a) Usage of VOIP port number (b) Network Diagram (c) Letter of Authorization	es : rmation :	¥es / No
<ol> <li>Whether the Network is integrated With PSTN Voice service If yes, enclose the connectivity dis</li> </ol>		Yes / No ✓
12. Are you providing the Application Services like Tele-banking, Tele-medicine, Tele-education, Tele-trading, e-commerce, Call Ce Network operation Centre and oth IT Enabled Services, by using Telecom Resources provided by Authorized Telecom Service Provice	er	Yes / Nov
If yes, provide the		
<ul><li>(a) Copy of OSP Certificate issued to</li><li>(b) Type of OSP services like</li></ul>	by DOT:	
13. Are you using VPN / Encrypted Application?	:	Yes / No
If yes, what is the length of the Encrypted key	:	
I. Less than 40 bits II. More than 40 bits		
<ul> <li>(a) If the encrypted key length is more than 40 bits, customer has to submit the decryption Key to DOT, Govt of India.</li> <li>(b) If the customer has already submitted decryption keys to DOT, the documentary proof Of the same shall be furnished</li> </ul>	:	Submitted / Not submitted
Company Seal & Date  ISP Inspection Report	Author	rized Signature of the Customer
* V/SAKYALEA	VIC	PRINCIPAL -2- BNAN'S INSTITUTE OF
	In Gaj	formation Technology uwaka, Visakhapatnam-49



14.	Purpose of the Internet link of STPI use	d: <u>cducation</u>	institule
16.	Any other remarks		
			•••••
17.	Date of Inspection	:	
18.	Name of STPI Engineer	:	
	Customer has to ensure system logs preserved atleast for <b>1 year</b> . Customer cell / ISP whenever requested.		

### NOTE:

- 1. In case of any changes in the current network setup, customer has to proactively provide the updated network with reasons for changes to STPI.
- 2. Customer has to submit the revised/updated report once in every six months and same will be inspected by STPI Engineer.
- 3. Customer has to display the complete Network diagram details in the server room / Networking area including other ISP connectivity if any.

Company Seal & Date

Authorized Signature of the Customer

ISP Inspection Report

VIGNAN'S INSTITUTE OF Information Technology Gajuwaka, Visakhapainam-49



# SOFTWARE TECHNOLOGY PARKS OF INDIA VISAKHAPATNAM

# Application Form for Leased Line Internet (SoftLINK) Service

T	o be Filled by STPI ( For Reference No if A	0.00
01	The same of the same	Office Use Only)
02	Existing Contract No.	<del> </del>
03	(If Applicable)	
	New Contract No.	N/A

Please subscribe for the Leased Line Internet Service (SoftLink) against the particulars given below:

1 A) 2.	
1. A) Name & Address of the Organization:	ars given below.
Winds of the Organization:	
ignals institute of information of	
The rechnology	
Vignavis institute of information technology, Beside USEZ, DUVUada, Gojuwaka, Visaklafatram,	
530019	
	1
B. Installation Address of Leased Internet (SoftLINK) Service:	
N 5 5	0049
enter net (SoitLink) Service:	
C. Billing address of the Leased Internet (SoftLINK) Service (if different from the	- <del></del>
N N	
Service (if different from the	
(= different from th	e above)
	1
PI	T-T
2. Contact Information:	
matton:	<u> </u>

2. Contact Information:

	2. Contact Infor	rmation.	N
	Particulars		
	Name	Technical Contact	70.00
	Designation	M. Svaran Cumas	Billing Contact
	Telephone	Mig	Ch. Hair Corruda News
		Col Head	
	Mobile	8805187882	as according
-	Fax		10000 S 100 S
L	Email		harigorina Roo agnowl. cen
3	3. Purpose for av	ailing the Leased Internet (Soft) INIO	
(	Please tiels 1	The Leased Internet (Cofft TAILS)	

# 3. Purpose for availing the Leased Internet (SoftLINK) Service from STPI:

T		
1.101	Of A ad	L • 4 •
	OI AC	IVITIOS.
		ivities:

<ul><li>i) Call Centre</li><li>iv) Tele-Banking</li><li>vii) Medical Transcription</li><li>x) Vehicle Tracking</li></ul>	ii) Tele-medicine v) Tele-Education viii) Network Operating	iii) Tele-Trading vi) E-Publishing ix) KPO/BPO
	viii) Network Operating	<del> </del>
Spiren/Sommerce	KAINIGE III ing Services	xii) Financial Services

Page 1 of 3



Note: As per the DOT (Dept. of Telecommunication) guidelines, registration under Other Service Providers (OSP) category is mandatory if the internet is used for any of the activities listed above b/w the Sl. No. 3 i) and 3 xiii).

### 4. Customer Requirement:

A. Service Specification (Please tick whichever is applicable):

SI. No	Service Type	Please Select	Details
01	New Leased Internet Service ( Premium 1:1)		Bandwidth: 50 Kbps/Mbps
02	New Leased Internet Service (Shared 1:2)		Bandwidth :Kbps/Mbps
03	Inter-Office Link		From:
04	Up-gradation Leased Internet Service		From: Kbps/Mbps To: Kbps/Mbps
05	Down-gradation Leased Internet Service		From: Kbps/Mbps To : Kbps/Mbps
06	Shifting location of Leased Internet Service		Shifting Address:
07	Change of Local Loop for Leased Internet Service		From: To :
08	Change in loading ratio (From Shared (1:2) to Premium & Vice Versa)		From (Premium/Shared):  To (Premium/Shared):

B. Local Loop Access Options: (Please tick whichever is applicable):

SI. Local Loop Service Type    Construction					
1	Wireless Local loop (STPI Microwave)	/	STPT	50 Mbps	
2	Wired Local Loop (Copper/ Fiber)				
3	STPI LAN				

### C. Interface Type: (Please tick whichever is applicable)

	TTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT		$\neg$
G.703	V.35	Ethernet	
0.703			

### D. Expected Date of Service Delivery:

Page 2 of 3



# 5. Additional Information from Customer.

# A) No of IT & Network devices connected to Internet:

Detail	rices connected i	to Internet :		
	At Present	After Six Month	1.0	
		HINDIA VICE COLUMN	After One Year	After Two
No. of Devices	-			Years
B) Number of the				

B) Number of IP Addresses Required

C) Other Service Providers (OSP) Registration No & Date (if applicable): (Please refer Sl. No. 3 above;

# D) Are you using or intend to use VOIP service?:

Yes / No

If Yes, Please provide the following information i) Usage of VOIP port number

ii) Network Diagram (Please enclose)

iii) Letter of Undertaking (Self Declaration on the letter head of the company)

# E) Whether the Network is integrated with

PSTN Voice service If Yes, enclose the connectivity diagram

Yes / No

F) Are you using VPN / Encrypted Application?

If Yes, pl. specify the length of the Encrypted key

Yes / No

i) Less than 40 bits :

Yes / No

ii). More than 40 bits:

Note: If the encrypted key length is more than 40 bit, it is mandatory to deposit the decryption Key to DoT (Dept. of Telecom), Govt. of India as per the DoT guidelines. If the above case is applicable to your organization kindly deposit the decryption key (spilt in 2 parts) to DoT and the copy of the intimation letter

# 6. Details of Advance Payment if any:

	M-1	t any.			
	Mode of Payment				
	(Cheque / Demand	Date of Cheque	1-0, Demand	Name of the	Cheque / Demand
	Draft)	/ Demand Draft	Draft No.	Bank	Draft Amount in
	AC Transper	6/06/10	UTR NO		INR
L	AC 1100 2196		8157139	Andirou	157,825
	ι .				

Date:

22/5/2018 V18alchagus

Place:

Authorized Signature & Seal

VIGNAN'S INSTITUTE OF Information Technology Gajuwaka, Visakas atnam-49

Page 3 of 3

Street are Andhra Bank	THE TOP OF THE
Email Id हिताधिकारी का नाम Beneficiary Na खाता नंबर BEN A/c No.	me software for heary revi
गशि Amount कंमीशन Commission	1,57,825/
प्रभार Charges कुल Total	1,52,825/-
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# /IGNAN'S INSTITUTE OF INFORMATION TECHNOLOGY (Autonomous)

(Approved by AICTE & Permanently Affiliated to JNTUK Kakinada) Estd. 2002

NBA & NAAC Accredited & ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Certified Institution

21 & 128 Certified Institution, & International Accreditation by HLACT Beside VSEZ, Duvvada, Gajuwaka, Visakhapatnam - 530 049. A.P.,

Tel : 0891-2755222 / 333 | :: Fax : 0891-2752333 | :: www.vignanlit.com ; : Email : vignaniit@yahoo.com

Purchase orders No: VIIII-01-01-2017

Date: 05-06-2018

To

The Joint Director
Software technology Parks of India,
DATA COM Services,
VSEZ, Visakhapatnam.

Ship to

Name: Vignan's Institute of Information Technology, Beside VSEZ, Duvvada, Visakhapatnam.

Sub:-For the supply & fixing of 50MBPS internet Soft link-RF-Reg.

Ref:- Your quotation number 333R1 dated 23-04-2018.

Sir.

With reference to your quotation as mentioned above, we are pleased to place an order on your organization for installation of Internet connection SoftLINK-RF with 50MBPS. Dedicated (1:1), In this connection, we are agreed to pay the payment proceeding as mentioned below:

S No	Description	Charges			
1	Annual port charges	450000.00			
2	Local Loop charges per annum	25000.00			
3	3 Total annual charges				
4	4 Quarterly advance charges(ie 1/4 <sup>9</sup> )				
E	5 One time registration charges				
6	One time installation charges	10000 00			
7	Total charges applicable	133750.00			
8	GST @18%	24075.00			
	Total to be paid	157825.00			

#### Terms & Conditions:

1. Static IP as per our requirement

2. Payment mode: Quarterly payment in advance as per the quotation

Account Holder' Name : Software Technology Parks of India

Name and Address of Bank : Bank of India, Madhapur Branch : 863810110002196

Account Type : Savings Bank Account IFSC Code : BKID0008638

IFSC Code : BKID00086. MICR Code : 500013024

3. Installation will be expected to complete within Two weeks from the date of payment.

Thanking you,

Yours Truly,

On behalf of VIGNAN'S INSTITUTE OF INFORMATION TECHNOLOGY

PRINCIPEMBICATION

अन्द्रा चक Andhra Bank	unterfoil Refer Date Dichardh 8
अन्य विकासिक स्थापित प्राप्त	व VISAKHAPATMAM वी एक्सप्रेस एवी रियलटाइस नईएफटी AB आरटीजीएस AB
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Sender A/c No 1 0661	1100000663
Email Id	Mob
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G)(1 444 101 / (2) (2)	1110002196
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गशि Amount	157.825/-
कमीशन Commission	4277823/
प्रभार Charges	
कुल Total	155 935/
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हित्त्रिकाने शाखा का आईएफसमी कुट	Lest to the Lest
IFSC code of the Beneficiary branch	13 13 [ ]
Denie licitary branch	P C
रोकडिया/ प्रिकेट	SE ASS
Conhine M.C. 7	sed Signatury
11 6	
	(50 Mg )
	76

# VIGNAN'S INSTITUTE OF INFORMATION TECHNOLOGY (Autonomous)

www.vignaniit.com (Approved by AICTE & Affiliated to JNTUK, Kakinada) Estd - 2002
Re-accredited by NAAC with 'A' Grade ( CGPA of 3.41/ 4.00)
NBA Accreditation for the UG programmes of CSE, ECE, EEE, IT & MECH.

Recognized under section 2 (f) & 12 (B) of the UGC Act 1956 Accredited & International Accreditation by HLACT

ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Certified Institution Beside VSEZ, Duvvada, VISAKHAPATNAM, Andhra Pradesh, India -530049.

Phone: 0891- 2755222 / 333 / 444 :: Fax : 0891 - 2752333 :: email : vignaniit@yahoo.com

Purchase Order No: VIIT/OFFICE/2020-21/06/02

Date: 17-06-2020

To Sri Balaji Associates D.no. 13-2,L N Nagar, Opp Sujatha Nagar, Pendurthi-530051

Sub: Purchase Order for Internet Leased Line for 50mbps - reg.,

Ref: Performa Invoice Ref.: Q01/20-21

Sir.

With reference to your Performa Invoice mentioned above dated 17-06-7920, we are pleased to place an order for supply of Internet Leased Line for 50mbps to our institution as per the details given below.

S.No	Description	Qty	Unit Rate	Tax	period	Total Price
1	1:1 Internet Leased Line for 50mbps	50	500.00	18%	Per month	29,500.00
-		Total Amount inclusive of all Taxes				29,500.00

Amount Chargeable (in words): Twenty Nine Thousand Five Hundred Rupee: Only .

#### Terms & Conditions:

- 1) payment mode- Quarterly.
- 2) The above charged price inclusive of all taxes and transport.
- 3) Delivery within one week from date of purchase order.

Thanking you,

Yours faithfully,



