TECHNO INDIA NJR INSTITUTE OF TECHNOLOGY
Approved by AICTE & Affiliated to Rajasthan Technical University

www.technonjr.org

NJR Knowledge Campus, Plot-SPL-T, Bhamashah (RIICO) Industrial Area, Kaladwas, Udaipur - 313003 (Raj.)
Tel. : +91 294 2650214-17 Fax : +91 294 2650218 Email : technonjr@gmail.com, director@technonjr.org

28.7.2016

M/s S.S. Infonet
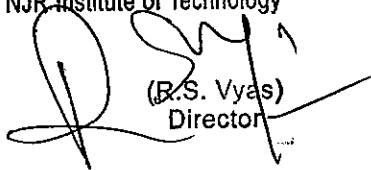Shivam Residency,
Durga Nursery Road
Udaipur.

Dear sir,

We are pleased to confirm our order for 20 MBPS (1:1) Leased line at a monthly charge of Rs. 35,000/- per month inclusive of service tax. We are enclosing duly signed Leased Line Internet Service Contract. Please install the connection by 31st July, 2016.

Thanking you.

Your's sincerely

For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

LEASED LINE INTERNET SERVICE CONTRACT

This contract for leased line internet service executed between Techno NJR and S S INFONET having its registered office at Shop- B, Shivam Residency, Durga Nursery Road, Udaipur.

S S Infonet and Customer are also known in this contract individually as the 'party' and collectively as 'parties'.
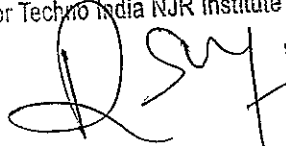
WHEREAS S S Infonet,is engaged in the business of providing various internet services throughout Udaipur;

AND WHEREAS the Customer, in case the service is being taken in the name of an office/organization, warrants that it has been duly authorized by its office/organization to avail the service from S S Infonet in the name of the office/organization mentioned above;

AND WHEREAS the Customer has requested/applied for the service and S S Infonet agrees to provide the service on the terms and conditions set forth herein under;

NOW THEREFORE, the parties hereto, intending to be unconditionally and legally bound by the representations made above and the terms and conditions hereinunder stated, mutually covenant and agree as follows:

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(R.S. Vyas)
Director

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A. GENERAL TERMS

1. The bandwidth of the leased line internet service subscribed by the Customer is 20MBPS (1:1) with the existing monthly subscription fee of Rs.35000 +🟦 which may be revised by S S Infonet from time to time with the consent of customer.
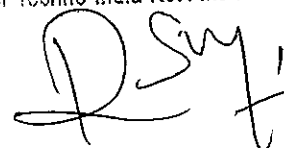
B. RIGHTS AND RESPONSIBILITIES OF S S INFONET

1. S S Infonet shall activate the service applied for by the Customer on the acceptance of application. However, should the Customer wish, the service will be activated within ten (10) working days after the feasibility study on the condition that the Customer will be billed for the entire month during which the service is activated.

2. S S Infonet shall endeavour to provide the internet service to the Customer 24 hours a day and 7 days a week. However, the provision of uninterrupted service shall be subject to elements and circumstances beyond the reasonable control of S S Infonet.

3. S S Infonet shall have the unencumbered rights to manage and control the access to computer systems connected to or information stored on S S Infonet systems in a manner and at a time deemed appropriate by S S Infonet.

4. S S Infonet is responsible for transmission of internet service only till the pointof customer-side modem beyond which the responsibility entirely lies with the Customer.

5. S S Infonet shall inform the Customer if any new policy or rule on the use of internet service is being introduced either by S S Infonet, Governmental agencies, security agencies, regulators, etc.

6. S S Infonet shall have the right, without liability to any party in any way, to suspend or terminate the service provided to the Customer if the latter fails to abide by any of the terms of this contract.

C. RESPONSIBILITIES OF THE CUSTOMER

1. The Customer shall comply with the terms of this contract; Acceptable Use Policy; other Policies put in place or may be put in place by S S Infonet; Internet Code of Practice; and any other regulation, rule, guidelines, codes, directives, etc as may be issued by governmental, security, and/or regulatory agencies. The use of or continuing to use the service availed under this contract shall be treated as Customer's acceptance of the various policies, codes, directives, rules, regulations, guidelines, etc.

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Director

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2. The Customer shall be solely responsible for all terminal equipment at the Customer's premises.

3. It shall be the Customer's responsibility to set up and maintain all internal building wiring for the purpose of using the service availed under this contract.

4. It shall be the Customer's responsibility to protect and maintain the secrecy of the password assigned to him at all times. The Customer will be fully responsible and liable for all charges, losses or damage arising from the use of its username and password and shall have no rights whatsoever to claim waiver on the ground that password and/or username has been misused.

5. The Customer shall have no right to sublease the service. The Customer shall be liable to compensate S S Infonet for any loss of income or damages arising because of the Customer's subleasing of the service as may be calculated by S S Infonet.

6. The Customer shall under no circumstance interconnect two or more leased lines without the prior written (which can also be in the form of an email) permission from S S Infonet.

7. If the hardware or software used by the Customer is causing or likely to cause any hazard, interference or service obstruction, the Customer shall act forthwith upon receipt of notice, whether written or not, from S S Infonet to do so to eliminate such hazard, interference or service obstruction. S S Infonet may advise and the Customer shall comply with such advice and upgrade his existing facilities, at his own cost, if the facilities are found, in the opinion of S S Infonet, to be inadequate to cope with his internet traffic and/or is likely to cause congestion in S S Infonet's network.

D. FEES AND TERMS OF PAYMENT

1. The Customer shall pay a one-time installation fee of Rs.5000 and refundable security deposit Rs.5000 which shall be included in the first bill.

2. The Customer shall be billed a monthly subscription fee of **Rs.35000+**🖋 which is payable within 7 calendar days from the date of the bill or by the due date reflected in the bill. The monthly subscription fee mentioned in this clause may be revised by S S Infonet from time to time.

3. The monthly subscription fee shall be applied from the date of installation.

4. In the event that the Customer fails to pay the subscription fee by the due date, S S Infonet shall suspend the service without notice and liability until full payment is made. The service shall be reconnected without additional costs if full payment is made within 15 days from the date of suspension. However, the Customer shall be liable to pay a reregistration fee equivalent to the initial installation fees paid by the Customer.

5. The monthly subscription fee mentioned in clause 2 above is subject to revision by S S Infonet from time to time. The Customer shall be notified of any revision in the said fee and S S Infonet shall charge and Customer shall pay the revised fee thereafter.

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Director

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E. TAXES

1. Installation fees, monthly subscription fees and all other charges payable by the Customer to S S Infonet are exclusive of all taxes and any other deduction and the Customer shall not make any deduction from the amounts payable to S S Infonet. All taxes and other deductions required to be made on the amounts payable to S S Infonet shall be fully borne by the Customer.

2. ~~The Customer will pay 15% service tax in accordance with the Tax Bill~~ 15% Service Tax is included in price of Rs 35000/ —.
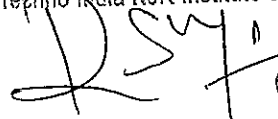
F. TERM AND TERMINATION

1. This contract shall commence from the date of execution of this contract and shall continue to be effective unless terminated as per the subsequent provisions below.

2. S S Infonet shall have the right to terminate this contract and service provided under this contract, without notice and liability, with immediate effect under the following conditions:

    a. The Customer fails to comply with the terms of this contract; Acceptable Use Policy and any other policy of S S Infonet; Internet Code of Practice; and any other regulation, rule, guidelines, codes, directives, etc as may be issued by governmental, security, and/or regulatory agencies.

    b. It is found that the Customer has provided false, misleading or incomplete information to S S Infonet.

    c. In the opinion of S S Infonet, regulators or other lawful authority, it would be against the public interest to continue providing the service to the Customer.

    Termination of contract and/or service under this clause shall not encumber the rights of S S Infonet over or against the Customer in any manner.

3. S S Infonet may terminate this contract at any time by giving to the Customer a written notice of one month, or waiver of a month's subscription fee in lieu of such a notice, if conditions in clause (a-c) above are not applicable.

4. The Customer, Last Mile Connectivity and Conditions is not applicable, may terminate this contract at any time by giving a written notice of one month or payment of one month's subscription fee to S S Infonet in lieu of such a notice.

5. This contract shall remain terminated upon the death of the Customer or when the office/organization ceases to exist. S S Infonet shall have the right to realise the dues

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accrued from the deceased Customer's successors/heirs or the organization's parent agency in case of termination by death of the Customer or cessation of the office/organization which has availed the service.
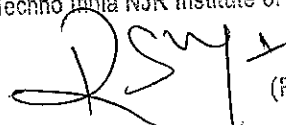
7. The Customer shall be liable to pay the full monthly subscription fee for the month during which the contract termination becomes effective even if the effective date falls at the beginning or middle of the said month.

8. Upon termination of the contract by any party, S S Infonet shall generate and issue to the Customer a bill for final settlement. The Customer shall pay all the dues reflected in such a bill within 15 calendar days of the bill date or by the due date mentioned therein.

9. All equipment and facilities until the point of the Customer's modem belong to S S Infonet and shall remain the exclusive properties of S S Infonet. Upon termination of the contract under any circumstance or provision of this contract, S S Infonet shall have the right to remove and take possession of all such equipment.

G. USE OF SOFTWARE

1. The Customer shall ensure that use of any software is suitable for his needs and that use of such software is fully compatible with the equipment used by him, whether or not any changes are made to the service by S S Infonet.

2. The Customer shall adhere to and comply with all instructions and notice given, in whatever form, by S S Infonet from time to time regarding the use of software.

3. S S Infonet shall not be liable in any manner for any inconvenience, damage, loss or other forms of harm caused to the Customer by his failure to ensure the suitability and/or compatibility of the software or adhere and comply with the instructions given by S S Infonet.

H. DISCLAIMER

1. S S Infonet gives no warranty in respect of any software provided to the Customer. Therefore, S S Infonet shall not be liable in any manner for any inconvenience, damage, loss or other forms of harms caused by the use of or inability to use the software provided by S S Infonet.

2. The service under this contract are provided on an "AS IS" and "AS AVAILABLE" basis and S S Infonet does not warrant that the service will be free of interruptions or errors. S S Infonet makes no express warranties and waives all implied warranties of non-infringement and fitness for a particular purpose regarding any information, advice or service provided by S S Infonet and under no circumstance shall such information, advice or service create a warranty or liability whatsoever.

3. While every care is taken by S S Infonet in the provision of the service, S S Infonet shall not be liable for any loss of information howsoever caused whether as a result of any

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Director

interruption, suspension or termination of the service or otherwise, or for the contents, accuracy or quality of information available, received or transmitted through the service.

4. S S Infonet shall not be liable in any manner whatsoever for the Customer's failure to ensure that all applicable laws, rules and regulations and all the terms prescribed for the use of any telecommunications systems, service or equipment are complied with at all times in using the service. The Customer shall be solely and fully responsible for its failure to comply with the various requirements.

5. S S Infonet shall not be liable in any manner whatsoever for any loss or damage caused by reason of any disclosure, whether inadvertent or otherwise, of any information concerning the Customer's account or particulars. S S Infonet shall not be held liable under any circumstance for any error, omission or inaccuracy of information so disclosed.

I. INDEMNITY

The Customer shall indemnify and hold S S Infonet harmless at all times against all actions, proceedings, costs, claims, expenses, demands, liabilities, losses, and damages whatsoever including, without limitation, for defamation, infringement of intellectual property rights, deaths, bodily injury, property damage or pecuniary losses howsoever arising which S S Infonet may sustain, incur, suffer or pay arising out of or in connection with the use of the service by the Customer or any act or omission of the Customer thereof.

By signing this contract, I, ...(customer to write his/her name)**, the Customer, affirm that I have read and fully understand the contents of this contract document.**

S S Infonet

CUSTOMER

For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

Name: _____

Name: _____

Address:

Address:

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WITNESSES:

BT

                                                        CUSTOMER

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(R.S. Vyas)
Director

_____

Name: Name:
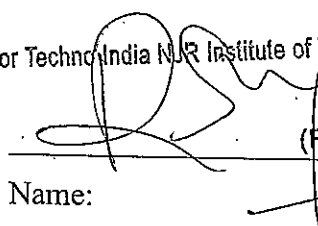
Address: CID #:

                                                            Address:

SIGNING NOTE:

1. Both the company and the customer should initial each page of this document. Both the party should sign over a legal stamp of a minimum value of Nu. 10.
2. The customer has to provide a copy of his/her trade license, citizenship ID Card and his/her witness' ID Card.