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Ref no -

UPWDE1730

This Agreement is entered into this 08th Day of Oct 2018 shall be effective from 01st November 2018 between **DEHRADUN ENET SOLUTIONS (P) LTD** (hereafter referred to as 'ENET') through Director **Bharat Sehgal** having its registered office at 180, Gen Arora Hall, Sandhu Centre, Transport Nagar, Dehradun, Uttrakhand (UK) and **THE ICFAI UNIVERSITY** (hereinafter referred to as 'Client') through **Authorized Signatory Brig Rajeev Sethi** having its registered office at **Rajawala, Central Hopetown, Selaqui, Dehradun-248197**

Whereas ENET, is engaged in the provision of Internet Services and CLIENT wishes to avail ENET internet services (hereafter referred to as 'Service') for the purpose as described in Annexure A and whereas ENET has agreed to the provision of service to meet CLIENT requirement on terms and conditions stated herein below, as mutually agreed by ENET and CLIENT.

Period and Duration of Agreement

This Agreement is valid for 2 (Two) years unless terminated as per "Disconnection Term" and "Exit Policy" mentioned elsewhere in this Agreement.

The Price will remain same for 01 years as per Annexure-A and Link Will be upgrade by 20% Every Year without any Additional Costing. In case Client wants to negotiate on rates, negotiation request will only be entertained after per year Slab.

Service will, in no case, start before signing of this Agreement by both the parties.

SERVICE FEATURES: As per Annexure A

SERVICE DEFINITION

ENET will provide:

1. Internet Access as per terms of this Agreement to CLIENT at his address on ring topology which will consist of a Fibre Link along With protection of RF Link.
2. Service as described below:
Quantity of Bandwidth: as per Annexure - A
Service Boundary - At last point connected to CLIENT equipment at CLIENT premises
3. Last Mile to CLIENT.

CLIENT's OBLIGATIONS:

CLIENT shall:

1. Allow personnel of ENET or ENET'S Vendor so authorized to install equipment as also lay necessary cables for the connectivity.
2. At the said CLIENT premises, CLIENT shall allow necessary access for maintenance activities of such equipment whenever required by ENET.

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3. Arrange for un-interrupted and regulated (Sine-wave) power supply for ENET equipment of specifications supplied by ENET, if the equipment has been installed by ENET.
4. Understand that the Internet Access is governed by ISP, Gateway and other applicable licenses and laws of Indian Government. Any infringement would result in termination of services without any notice. This will be in addition to any action taken by the Government, or under the Law.
5. Not use the Internet connectivity provided by ENET other than the purpose mentioned in Annexure A.
6. Understands further that under no circumstances shall ENET, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from CLIENT's use of or inability to use the services or to access the Internet or any part thereof, or CLIENT reliance on or use of information, services or merchandise provided on or through the service, or that results from mistakes, omission, interruption, deletion of files, errors, defects, delays in operations, or transmission, or any failure of performance.
7. Must make payment to ENET within 30 days of raising of the invoice. Invoices will be sent invariably by ENET by 1st of every Quarter to CLIENT.
8. Will have liberty to upgrade / downgrade the bandwidth to the desired Slab as per his requirement on same rates as mentioned in Annexure A.

CUSTOMER CARE CENTRE (CCC)

An escalation chart will be sent to the CLIENT along with contact details and email addresses. CLIENT is required to contact CCC only and no other department or employee of ENET and obtain a fault booking Docket No. Within 30 minutes of the fault found. This will be quoted for all communication for progressing the fault. CCC will contact relevant department of ENET and keep CLIENT apprised of progress of repair.

The complaint shall be logged via

1. Phone: 7088888811, 7088112233, 0135-6633333
2. Email: support@enet.net.in , aatik@enet.net.in and deepak@enet.net.in

A complaint ID shall be provided by Enet.

SERVICE AVAILABILITY

Service availability is the percentage of time service is available to CLIENT network from ENET side of Service Boundary. This will exclude any outages less than 15 minutes. This will also exclude failure of service due to failure of power of correct rating and specifications arranged/provided by CLIENT for ENET equipment at his premises. It will exclude service deficiency due to damage to ENET equipment due to physical damage beyond ENET control as also incorrect power supplied at the CLIENT premises. Service availability will be averaged every month.

ENET will suspend services for operational reasons such as maintenance or due to an emergency. Suspension of service for maintenance should not be more than 30 minutes in a month. In such case ENET will notify the nature of emergency or maintenance and reasons thereof to CLIENT as soon as possible.

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ENET will make all efforts to ensure service availability of at least 99.5%. For availability less than 99.5%, credits will be given. Please see below.

SERVICE CREDIT

ENET shall provide its CLIENT service credits for the lapse of service beyond the above mentioned service availability.

To establish credit, CLIENT must report the fault/lapse as mentioned in the para "Customer Care Centre (CCC)".

Where ENET does not meet its service availability limit on its side of the Service Boundary, CLIENT may claim compensation as service credits, in terms of equivalent free service usage as follows:

1. 04 Hours down from Enet End will result in Deduction of Service Payments equal to 01 Day Payment.
2. 01 Day down from Enet End will result in Deduction of Service Payments equal to Payment of 03 Days.

Data held with ENET will only be used to determine this.

No credit will be given for suspension of services by ENET under clause no. 4,5,7 of CLIENT's Obligations'.

OWNERSHIP - NA

DISCONNECTION TERMS

- i. ENET retains the right to disconnect the services after 45 days' prior disconnection notice under clause 7 of CLIENT's Obligations'.
- ii. Disconnection by ENET ' can also be affected under clause numbers 4, 5 of CLIENT's obligation', without any notice.
- iii. Any loss of business suffered by CLIENT due to disconnection affected under clause i & ii of 'Disconnection Term' will be his own responsibility and so borne by him.

EXIT POLICY

Either of the parties must give **30 Days** notice for termination of this Agreement without being liable to assign any reason thereof.

CONFIDENTIALITY

Both Parties hereby acknowledge and agree that, in connection with their performance of their respective obligations and duties hereunder, they will communicate to each other, orally and in writing, information regarding their Company and Products, including, without limitation, research and technological information, trade secrets, marketing, financial, and sales information and business strategies, all of which are confidential and proprietary to them ("Confidential Information"). Parties agree to hold such Confidential Information in confidence and each of them shall not, without the

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express prior written consent of other, disclose any part thereof to any third party except its employees having a need to know such Confidential Information in connection with their performance hereunder. Parties shall not otherwise use the Confidential Information for its own commercial advantage or that of any other person or entity.

ARBITRATION

All disputes, differences or claims arising out of or in connection with this Agreement including, without limitation, any question regarding its existence, validity, construction, performance, termination or alleged violation shall be resolved by binding arbitration. The Venue and jurisdiction for such arbitration shall be Dehradun and all proceedings shall be conducted in English language.

The Arbitration herein above stated should be conducted in accordance with Arbitration and Conciliation Act of 1996. A party seeking to commence Arbitration under the clause shall first serve a written notice (an "Arbitration Notice") specifying the matter or matters to be so submitted to arbitration on the other party hereto. The award rendered by the Arbitrator/Arbitration shall be final and conclusive on both the parties and shall be subject to forced execution in any court of competent jurisdiction exclusively in Bareilly.

APPLICABLE LAWS

The laws of India shall govern this Agreement. The parties shall submit to the exclusive jurisdiction of Courts in Dehradun only

CLIENT shall abide by all the applicable laws, rules and / or regulations and shall keep ENET indemnified against any damage, loss and claims arising out of its negligent acts or omissions. CLIENT must indemnify ENET against any claims or Legal Proceedings arising from provision of Services, which are brought against ENET by anyone using the services under or through CLIENT because:

1. The service is used in breach of terms /conditions in the Agreement.
2. The service is faulty and cannot be used by a 3rd Party.

BINDING

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY

The invalidity of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

MODIFICATIONS TO AGREEMENT

Annexure A forms integral part of this Agreement. Any and all amendments, changes, revisions, alterations and discharges of this Agreement, in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as it shall be in writing and executed by all of the parties hereto.

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NON-WAIVER OF PERFORMANCE

The failure of either party hereto to enforce at any time, or for any period of time, the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.

COMMUNICATION

Any notice, request or communication that a party to this Agreement is required or may desire to give to the other hereunder shall be in writing and may be served to the other party's address, as mentioned elsewhere in this Agreement, by (1) Registered Post, (2) Fax or (3) E-mail.

SURVIVAL

Following Clauses survive this Agreement:

- a. Point Nos. 4,5, 6,7, of "CLIENT's Obligation",
- b. Confidentiality,
- c. Arbitration,
- d. Applicable Laws

FORCE MAJEURE:

ENET shall not be responsible or liable for any failure on its part to fulfill its obligations contained herein if such failure is on account of a force Majeure event. Force Majeure shall mean such unforeseeable occurrences beyond the reasonable control of a party such as:

1. Acts of God, natural catastrophes, frequency interference from external source, epidemics, earthquakes;
2. Strikes and blockades; either by ENET personnel or other affecting Services.
3. War or war-like conditions, mobilization, revolutions or riots, acts of public enemy, sabotage, terrorism;
4. Restriction by or actions, omissions or interventions of Indian public authorities (including but not limited to changes in laws, regulations or import / export, security restrictions).
5. The party who wishes to plead Force Majeure shall inform the other party on the effect of Force Majeure has on the fulfillment of the Agreement.

GENERAL EXCLUSIONS

The following general exclusions govern each service level guarantee unless otherwise specified within the individual service level guarantee:

1. Network downtime that CLIENT did not report to ENET. Please also see "Service Credit".
2. Network outages at CLIENT end.
3. ENET network maintenance and reorientation with prior notification. (not exceeding 30 min per month)
4. Any unauthorized acts, use of the service, or omissions by CLIENT affecting ENET ability to provide service, by CLIENT or user of the service authorized by CLIENT.
5. Reasons of Force Majeure mentioned above.
6. Power breakdown or similar effects due to unregulated mains supply or environmental hazards at CLIENT's premises.
7. Typhoons, hurricanes damaging the Antenna and associate equipment.

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PRICE SCHEDULE

CLIENT agrees to the prices mentioned as per Price Schedule in Annexure - A.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents at Dehradun on the date first here in above mentioned.


(On behalf of Dehradun Enet Solutions Pvt Ltd)

Name: Bharat Sehgal

Title : Director

Telephone No.: 0135-6633333

Email: bharat@enet.net.in

Dehradun E Net Solutions (P) Ltd.
180, Gen. Aurora Hall, Sandhu Centre
Transport Nagar, Dehradun
Uttarakhand-248006


(On behalf of The ICAI University)
**Registrar
ICFAI University
Dehradun**

Name: Brig Rajeev Sethi

Title : Registrar, The ICAI University

Telephone: 0135-3003015

Email: registrar@iudehradun.edu.in

ANNEXURE – A

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1. CLIENT's Purpose of availing Service: Educational Purpose Only

2. Service Features:

- i. Quantity of Bandwidth: 100 MBPS
- ii. Date of commencement of service: 01st November 2018
- iii. Date of start of billing: 01st November 2018
- iv. Uptime – 99.5 %
- v. Throughput – 99.5 %

3. Price Schedule:

- i. One-time set-up cost: Not Applicable
- ii. The prices mentioned in this Agreement shall be exclusive of any present or future federal, state or local excise, sales gross receipts, or taxes or value added tax or similar charge, duty or levy.
- iii. The Annual payable amount is Rs. 6,50,000/- (Six Lacs Fifty Thousand Only) Per Annum (Taxes Extra)
- iv. The Prices are valid during tenure of this Agreement i.e. 03 (Three) Years and Link Will be upgrade by 20% Every Year without any Additional Costing. In case Client wants to negotiate on rates, negotiation request will only be entertained after per year Slab.

(On behalf of Dehradun Enet Solutions Pvt Ltd)

Name: Bharat Sehgal
Title: Director


Dehradun E Net Solutions (P) Ltd.
186 Gen. Aurora Hall, Sandhu Centre
Transport Nagar, Dehradun
Uttarakhand-248006

Stamp:

(On behalf of The ICFAI University)

Name : Brig Rajeev Sethi
Title : Registrar

Stamp:


Registrar
ICFAI University
Dehradun

Date: 08/Oct/2018