



Cloud Services Order
[Product: Public Compute as a Service (CaaS)]

CaaS Order No. Alloted:

For official use only

APPLICATION FOR CaaS Services

From (Applicant)

To
The Commercial Officer

Date of Application _____

1. Name of Company _____

2. Contact Person _____

Complete Address _____

Telephone No: _____ FAX No: _____ E-mail ID: _____

3. Billing Contact _____

Address for correspondence _____

_____ Email ID: _____

Telephone No: _____ FAX No: _____

4. **Status of the applicant: (please tick relevant item)**

- | | | | |
|-------------------|--------------------------|-------------------------------|--------------------------|
| i) Limited Co. | <input type="checkbox"/> | ii) Public Sector undertaking | <input type="checkbox"/> |
| iii) Government | <input type="checkbox"/> | iv) Public Institution | <input type="checkbox"/> |
| v) Statutory Body | <input type="checkbox"/> | vi) Society/Trust | <input type="checkbox"/> |
| vii) Others | <input type="checkbox"/> | (Please specify) _____ | |

5. Type of Plan required: (Refer Annexure I)

a. Standard Monthly plans

If Std. Monthly plans then please tick one of the following plan

Express Standard Growth Power Supreme

b. Usage based Plan

6. Technical Contact (Cloud Administrator) _____

Complete address _____

_____ Telephone. No: _____

Fax _____ E-mail ID _____

7. Any other relevant information the applicant wants to state.

8. DECLARATION

- i) I/we hereby agree to abide by the provisions of Indian Telegraph Rules, 1951 in force and as modified from time to time and such other terms and conditions prescribed by the Authority/BSNL. I/We agree that service will be used purely for private/permitted application. It will not be used to carry voice/data or any other communication, which is not permitted by the rules of Telegraph Authority/BSNL. I/We further agree to extend facility to BSNL in order to enable monitoring of the purpose, performance and operation of the CaaS Service, as and when required.
- ii) I/We agree that necessary charges for registration/installation/Advance annual rental/Arrears if any will be paid to the controlling/billing authority, BSNL, when we receive demand note and when such charges become due.
- iii) I/We agree that I/We shall pay the cancellation charges and other expenses incurred to establish the service as requested by me/us that may become payable, in the event of cancellation of the application/closure of the service at a later date.
- iv) I/we agree to use the service for the minimum period of hire as specified by the BSNL.
- v) I/We declare that the information filled up by me/us in the form is correct and no information has been withheld. If the information is found incorrect subsequently, BSNL will have the right to take any action deemed fit including denial/termination of service.
- vi) I/We have read and understood the term and conditions for provisioning of CaaS. I/We also agree and to abide by the terms and conditions in force from time to time
- vii) BSNL reserves the rights to suspend/ disconnect the services without assigning any reasons.
- viii) Company will be responsible for payment of CaaS charges.

9. Please mention list of enclosures:

Place _____
Date _____

(Signature, Name & Address of the Applicant)

(With rubber Stamp)

10. Important instructions for filling up of the form:-

- i) The form may be filled up in Capital letters only.
- ii) In the absence of PAN/GIR number, declaration in form 60/61 may be furnished in the enclosed proforma.
- iii) In case of sole proprietary concern, proprietor may sign himself and affix rubber stamp.
- iv) In case of partnership concern all partners or any one of the partners duly authorized or Person with the Power of Attorney may sign and attach a copy of Power of attorney and Partnership deed.
- v) In case of company, signature should be of a person on behalf of a Company in accordance with the provisions of its Articles of Association and a copy of Articles of Association may be attached.
- vi) In case of Government Department, Authorized person may sign and affix rubber stamp.

For Official use

1. Demand Note No. _____ Date _____
2. Advice Note No. _____ Date _____
3. Amount Rs _____
4. Mode of Payment & Payment Details : _____
5. CaaS ID Allotted. _____
6. Date of Commissioning/Effective Service start date _____
7. Frequency of Billing (yearly/quarterly/monthly) _____
8. Account Manager (with Name and Designations) _____

BSNL NODAL OFFICER

AS

Terms & Conditions

A. General:

1. The customer is required to fully comply with the provisions of the Indian Telegraph Act, 1885, the Indian Telegraph Rules, 1951 made there under and any amendments or replacement made thereto from time to time and Information Technology (IT) Act, 2009.
2. The subscriber shall make payment on or before the due date against the bill raised by BSNL.
3. BSNL at its sole discretion may suspend/ discontinue the services by giving reasonable notice to subscriber.
4. In case of non-payment/delay in payment of bills, BSNL shall reserve the right to cancel/suspend the service and to discontinue the services. In such cases, subscriber shall return the accessories (if provided at the time of installation) in good working condition.
5. Services shall be available to the subscriber subject to Force Majeure condition including but not limited to act of God, fires, strikes, embargoes, war insurrection, riots and other causes beyond reasonable control of BSNL including atmospheric/topographical hindrances.
6. Service is liable for disconnection partially or otherwise due to:
 - a. Changes in the law, rules, regulations or orders, directions, notifications, etc by the Authorities.
 - b. Physical obstruction, geographic, topographic, hydrological, meteorological and other causes of cable interference of faults in other networks of International Carrier to which the network is connected.
 - c. Any discrepancies/wrong particulars provided by the subscriber.
7. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this terms & conditions shall be settled by arbitration in accordance with BSNL policy on arbitration. However subscriber has right to appeal to the next higher authority.
8. Customer cannot use the service for any unlawful or illegal purpose or immoral, improper or abusive purpose for sending obscene, indecent, threatening, harassing, unsolicited messages or messages affecting /infringing national interest nor create and damage or risk to BSNL or its network and/or other customer which relates to the network, the service equipment or connected matters. BSNL reserves the right to disconnect service, without liability, if any, at its sole discretion on any such event.
9. Any notice required to be given by the customer to BSNL should be given in writing to the BSNL at the designated address.
10. Scope of the services is governed by the Statutory Guidelines issued by the Telecom Regulatory Authority & Govt. of India within the parameters of License Agreement executed with Ministry of Communications & IT, Govt. of India.
11. BSNL shall be at liberty to provide the services under any Brand Name.
12. The information provided by customer/gathered by BSNL, shall become BSNL's property even if application is rejected/refused or connection is disconnected as the case may be and can be used by BSNL in any manner, as deemed fit.
13. BSNL is not responsible for the Franchisees/Business Associates/Distributors/Channel Partners/ Dealers/ Retailers with regard to schemes which are not authorized by BSNL or which purported to have been offered on behalf of BSNL without the latter's sanction.
14. **Liability:**
 - a. BSNL will not be liable to the Customer for any loss of business, profit, revenue or goodwill, anticipated savings, use or contracts or for any indirect or consequential loss howsoever it arises.
 - b. BSNL shall not be liable for any delayed activations of services.
 - c. BSNL shall not be liable for any dealings of the customer with any party, which is not authorized by BSNL to deal on its behalf.
- d. The Customer hereby agrees to indemnify and hold BSNL harmless against any claim against BSNL for libel more slander arising out of communications sent or received by Customer on BSNL's Network.
- e. BSNL shall not be responsible for any civil or criminal liability incurred by the customer due to its misuse of the service provided by BSNL i.e. any acts of commission or omission by the customer.
15. The subscriber shall, in advance notify change of address/ contact number to BSNL or its authorized representative for future correspondence/context.
16. Subscriber shall not be entitled to transfer or assign its obligations and liabilities under the terms and conditions to any other party under any circumstances without prior permission of BSNL. Any transfer affected in contravention of the expressed terms contained herein shall not absolve the subscriber of its obligations/liability towards BSNL.
17. All taxes, levies etc. present and future shall be payable by the subscriber as applicable.
18. Service quality or functionality, availability and/or reliability may be affected and/ or BSNL is entitled to without any liability, refuse, limit, suspend vary, disconnect and or interrupt the services, in whole or in part any time in its sole discretion with respect to one/all subscriber without any notice or reasons.
19. In case of misuse of services or breach of any terms and conditions by the subscriber or use of services by the subscriber in such a manner that violates any laws or adversely affects or interferes with BSNL service, company shall give notice of five days to the subscriber to remedy the breach. In case subscriber fails to remedy the said breach within the notice period, BSNL shall be entitled to discontinue the services forthwith.
20. The validity, construction and performances of terms and conditions herein shall be governed by and interpreted in accordance with prevailing laws and subscriber agree to submit to the exclusive jurisdiction of the Delhi courts.
21. I/We hereby undertake that I/We will fully abide by Indian Copyright Act 1994 as amended from time to time. I/We will not indulge in Pilferage/copy of the content etc as prohibited by the law. In the event of such violation and /or criminal act, action may be instituted against us for injunction, actual damages (including infringer's profit) etc.

B. Billings [Fees] & Payments:

22. **Fees:** Generally, BSNL will begin billing Customer on the Effective Date. Customer will pay the Fees to BSNL for the Services as described in Annexure I. Service will be provided on post paid basis with annual advance billing for plan charges.
23. BSNL shall have the option to vary the tariff, charges for Value Added services, Supplementary Services and any other conditions of services, retrospectively or prospectively and the same shall be the binding on the customer.
24. BSNL reserves the right to raise interim bills and customer agrees to make such interim payment as and when required by BSNL based on the internal credit rating of the Customer by BSNL.
25. Bills will be sent to the Billing address of the Customer as furnished by him/her. For any change of address the billing department should receive notification in writing well in advance to change the address along with proof of new address to accept the change.
26. Where a security deposit has been paid, BSNL is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the customer to BSNL any time. No interest will be paid on Security Deposit.
27. BSNL is entitled to change, vary, add and withdraw any services/supplementary services/schemes/plans etc. and/or vary the terms and charges at any time at its sole discretion. The rates/charges may also change as per the directions of TRAI or any Statutory Authority from time to time.
28. **Invoicing:** Invoicing for Monthly Usage Plans is described in Annexure I of the Terms of Service Document. Fees for the plans will

Place:

Signature of Subscriber
[with Stamp]

Terms & Conditions

be invoiced as follows:

- on or after the Effective Date, BSNL will deliver an invoice for the annual Fees (12 X monthly charges) for the entire year of the term of this Order.
- Each month during the term of this Order, BSNL will deliver an invoice for the additional usage charges in the preceding month, if any, for such month.
- BSNL may raise interim invoice(s) on customer at any time before issue of regular bills if the usage charges exceed the credit limit of the customer.
- The credit limit can be enhanced by the customer by paying a security deposit to BSNL.

29. Payment & Taxes:

a. Customer will pay all amounts due under this Order upon presentation of the relevant BSNL invoice, in the manner specified herein. All payments made pursuant to this Order will be in Indian National Rupee (INR). Customer will promptly pay, in addition to invoiced amounts, all applicable taxes (including, but not limited to goods and services tax /value added tax etc.) associated with this Agreement and the Services, except for taxes based on BSNL's income. Where applicable, Customer may withhold tax on its payment to BSNL in accordance with applicable local tax laws and regulations. Client's/Customer shall provide to BSNL a withholding tax certificate or such other form to the satisfaction of BSNL after such amount of withholding tax has been paid and reported to the relevant tax authority.

b. Payments will be made electronically (bank transfer), to the account specified as below:

Manner of Payment	Electronic Transfer/RTGS/Demand Draft/NEFT
Name of BSNL's Bank	Union Bank of India
BSNL's Account Name	AO (F&A), Maharashtra Circle Escrow Account
BSNL Account Number	369101010090530
Branch Name	Juhutara Road, Mumbai
RTGS Code	UBIN 0536911

30. A. For the additional resources, client needs to immediately initiate the advance payments, as referred in the payment due reminder notice. Upon the payment initiation process confirmations, the service can be availed un-interruptedly by the clients for the excess usage thereafter

B. If the Client fails to pay any Fees, when due of this order form

(i) The client account will be automatically suspended, once the accrued actual resource utilization charges cross the advance payments (as per the Initial PO) made by the clients. The clients will not be able to further use the CaaS Service.

(ii) The service can be further re-activated only after the payment of such pending dues as referred in the Payment reminder notice/BSNL Invoice is made and intimated by the clients to BSNL

(iii). Re-establishment fees of the Services following suspension would be applicable. These Fees will be invoiced to Client in the month following the month in which they accrue.

(iv). If clients does not confirms the same within 15 days of account suspension, the client account would be completely terminated and the records and provisioned resources would be deleted thereafter

31. Monthly plans: Renewal / Termination

a. Each Monthly Plan will commence on the Effective Date. The Minimum Commitment Term for each Plan is listed in Annexure I of this Order. If the customer terminates the subscription anytime during the commitment term, the customer will pay the

outstanding fees for the balance term outstanding. The balance amount of annual charges (monthly fee X 12) paid in advance shall be forfeited, in addition customer shall pay any usage charges due /outstanding.

b. In case the contract reaches the end of term, and the customer has not indicated in writing any intention to terminate at -least 30 days prior to the contract end date, the customer contract will renew automatically on the same plan, and the customer will continue to receive the services specified therein pursuant to the Terms. The fees will be calculated based on the usage pricing & plan discount rate in effect at the time of renewal, and annual charges shall be billed to the Customer towards such plan charges applicable.

C. Public Compute as a Service (CaaS) Service Level Terms:

32. Service Levels:

32.1 The following Service Levels apply to Public CaaS (each Service Level and the terms and conditions that apply are described in more detail below) :

- a. Service Uptime Target - 99.5% Uptime
- b. Support Response Time Target- 30 minute Support Response Time Target for Emergency Incidents and 120 minutes for normal incidents.
- c. Latency Target - <1 ms Latency Target for Latency between Cloud Servers in the same Cloud Network.

32.2 Actual performance against the above Service Levels will be measured using our current monitoring tool as implemented by us. (the "Monitoring Tool").

32.3 Subject to the Terms and the remainder of this document:

- a. Service Uptime Target: For Public CaaS deployments, BSNL/DCSP (Data Center Service Provider) intend to provide 99.5% availability of Customer's Cloud Servers. This Service Level only covers unavailability of a Cloud Server due to the hardware and hypervisor layers delivering individual Cloud Servers. A Cloud Server will be deemed "available" for purposes of this Service Level if the virtualization hardware and hypervisor layers delivering individual Cloud Servers are available and responding to the Monitoring Tool.
- b. Support Response Time Target: For any Emergency Incident properly reported by Customer via the GSC as described in the Terms, BSNL/DCSP support personnel intend to contact Customer regarding such Emergency Incident within thirty (30) minutes from the time the Emergency Incident was initially reported to us. If BSNL/DCSP reclassify an Incident from an Emergency Incident to an Other Incident, then the "Support Response Time Target" Service Level (including this Section 32.3 (b)) will not apply to such incident.
- c. Latency Target: BSNL/DCSP intend to provide a Latency (as defined below) of less than one millisecond (1 ms) for the transfer of data packets from one Cloud Server to another Cloud Server within the same Cloud Network. "Latency" means the amount of time it takes for a packet of data to travel from one point to another. Latency measurements will be determined by the Monitoring Tool.

33. Service Level Credits:

33.1 Definitions.

"Downtime" means with respect to the "Server Uptime Target" Service Level, the period of time during which a Cloud Server is not available (as described in Section 32.3(a) above).

"Duration" during a particular calendar month means the total duration in minutes of the Downtime, Response Delay or Latency Degradation (as applicable) in such calendar month, calculated in accordance with this Section.

"Latency Degradation" means the number of minutes for which the transfer of data packets from one Cloud Server to another Cloud Server within the same Cloud Network is equal to or greater than one millisecond (1 ms).

Place:

Signature of Subscriber
[with Stamp]

Terms & Conditions

"Response Time " means the number of minutes that elapse between the time Customer properly reports an Emergency Incident via the GSC as described in the Terms, and the time our support personnel contact Customer regarding such Emergency Incident.

"Service Level Failure " means, for a particular Service Level during a particular calendar month, a failure by our side to meet such Service Level during such calendar month (excluding any failure comprising or caused by an Excusing Event).

"Service Level Credit Percentage " means, for a particular Service Level Failure, the corresponding percentage set forth in the "Service Level Credit Percentage " column of the applicable table in Section 33.3 below.

33.2 Calculation

- a. Where there has been a Service Level Failure during a particular calendar month and where Customer is entitled to a Service Level Credit hereunder, the total Service Level Credit will equal:

(i) The Service Level Credit Percentage corresponding to the Duration of such Service Level Failure, as set forth in the applicable table below, multiplied by.

(ii) Client's/Customer's Monthly Fee for the particular Location (as specified in the applicable Order) in which the Service Level Failure occurred.

For the avoidance of doubt, the calculation of such Service Level Credit will not include any other fees, costs or charges incurred or payable by Customer, including Fees for other Locations.

- b. If a single event or set of related events results in more than one Service Level Failure, Customer will be entitled to receive no more than one (1) Service Level Credit corresponding to such event(s). Without limiting the foregoing, for any downtime for which Customer is entitled to receive Service Level Credits, Customer will not be eligible for Service Level Credits for Latency Degradation during or related to such Downtime and no such Latency Degradation will count toward the Duration of Latency Degradation .
- c. Notwithstanding anything to the contrary herein, at no time will the total cumulative Service Level Credits payable for all Service Level Failures that occurred during a particular calendar month exceed Ten percent (10%) of the Monthly Fee.
- d. Service Level Credits are Client's/Customer's sole and exclusive remedy and our sole and exclusive liability with respect to the failure to meet the Service Levels and such failure will not be deemed to be a breach of the Terms or Client's/Customer's agreement.
- e. For the avoidance of doubt, all Service Level Credits will be calculated solely as set forth in this Section 23.2 based on the tables set forth in Section 33 below (which have been based on a standardized calendar month for ease of calculation), in lieu of any uptime, availability, latency or response time target values or percentages set forth in Section 32 above.

33.3 Service level Credit Percentage

Total Duration of Downtime for "Service Uptime Target" Service Level in the applicable calendar month for a particular location	Service Level Credit percentage
0 - 210 minutes	0%
211 minutes - 240 minutes	1%
241 minutes - 360 minutes	2%
361 minutes - 480 minutes	4%
481 minutes - 600 minutes	6%
601 minutes - 720 minutes	8%
721 minutes or more	10%

Place:

33.4. Measurement:

Service Level Credits are calculated on a calendar monthly basis, and all Duration measurements are reset at the beginning of each calendar month (i.e. Durations do not "roll over" to subsequent months). The Monitoring Tool will be the official source for determining whether a Service Level Failure has occurred and for measuring all Service Level Failures and Durations

34 Excusing Events:

Notwithstanding anything to the contrary herein or in the Terms, no Excusing Event, and no period of failure, delay, downtime, unavailability, latency, service degradation, response delay or similar event or occurrence that is caused by or related to an Excusing Event, will constitute Downtime, Response Delay or Latency Degradation, count against performance against any Service Level or constitute a Service Level Failure. For purposes of these Public CaaS Service Level Terms, "Excusing Event" means any of the following:

- a. Client's/Customer's act or omission or an act or omission of a third party for which Customer is responsible, including failure to supply accurate, complete, and timely information when requested;
- b. A Force Majeure Event ; delay is due to circumstances beyond its reasonable control, including acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, interruption of or delay in telecommunications or third party services, unanticipated product development problems, or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services (each, a "Force Majeure Event").
- c. Routine or emergency maintenance of the Services; BSNL performs scheduled maintenance on the Services (including maintenance related to the Software, MCP and other equipment and materials used for providing the Services) from time to time. In addition, BSNL may occasionally need to perform emergency or unscheduled maintenance. These maintenance activities may cause interruptions to the Services. BSNL will use reasonable efforts to inform Customer in advance (at least 5 days in advance) of any such Service interruptions and their anticipated duration.
- d. Any scheduled downtime agreed to by the parties;
- e. Defects in Third Party Software or our loss of license rights or restrictions imposed by third party licensors with respect to Third Party Software;
- f. Unavailability of necessary technology or other resources on commercially reasonable terms;
- g. Any operating system, database, application or other code or materials not provided by BSNL under this order, including configuration issues in connection with the foregoing;
- h. Any act or omission of a third party or that is not caused by BSNL (for example, hacking, denial of service attacks and the introduction of viruses).
- i. Compliance with any applicable law or requests of governmental entities, in each case that adversely affects BSNL's ability to provide the Services;

Privacy of communication:

34. Privacy of communication / contents / information using services is not guaranteed to the extent it is subject to Government of India regulations and other such factors viz. communication content/information is subject of Legal or administrative demand or rules or regulations of Government (state / central) or Appropriate Authority.

Dispute resolution:

35. This agreement shall be subject to the jurisdiction of appropriate courts according to location of office of Chief General Manager Telecom, BSNL of the area concerned & laws of India.

Signature of Subscriber
[with Stamp]