

**CONTRACT AGREEMENT**

This contract agreement is entered into on 01/04/2019 (hereinafter the "Effective Date"), by and between the following parties:

**Excell Media Pvt. Ltd**, #8-2-268/28/6/K, Kamalapuri Colony, Phase – I, Road no.2, Banjara Hills, Hyderabad–500 034. (Here in after referred to as "**EMPL**".) Ltd.

**Ideal Institute of Technology**, Vidyuth Nagar, Kakinada. (Here in after referred to as "**Ideal College**")

For good and valuable consideration, EMPL agrees to provide to **IDEAL College 80Mbps** dedicated bandwidth on Quarterly rental basis in accordance with the Terms and Conditions referred below.

**TERMS & CONDITIONS:**

These terms and conditions govern all the provisions of Internet Services by EMPL means Excell Media Pvt Ltd., having its Registered Office at Plot No.6, Kamalapuri Colony, Road No.2, Banjara Hills, Hyderabad –500 034.

Delivery of Service to IDEAL College, Kakinada will be from Nearest NOC Excell Media Pvt Ltd, Dantuvuri Street, Near Main Road, Kakinada-533001

**1). Service Description**

- a) EMPL agrees to provide to IDEAL College **80Mbps** dedicated Internet Service ("Service") via EMPL's Network Operations Center.
- b). The Cable net access connection, being a dedicated bandwidth of **80Mbps** and a minimum of **99.9% throughput** and **99.5% uptime & least latency (less than 400ms)** is assured, being given to the IDEAL College by EMPL is for the use of the IDEAL and the connection should not be resold by Ideal College and cannot be used by the same for any commercial business.
- c). EMPL will provide necessary assistance for installation, configuration and **commissioning** Internet Connectivity at the premises of IDEAL College. EMPL will not be responsible for internal network configuration or Intranet Setup on IDEAL College.
- d). EMPL will use its best efforts to accommodate DIGITAL NIRVANA's reasonable usage requirements provided that IDEAL COLLEGE provides EMPL with sufficient written advance notice of its capacity requirement
- e). Excellmedia will provide the Static IP's to IDEAL COLLEGE based on their requirement and. In such case IDEAL COLLEGE shall provide the justification of utilization of IP addresses provided by EMPL.

- 2) **Term:** The Term of this service and agreement is for 3 Years, unless the parties negotiate another term.
- 3) **Service Commencement Date:** The date that Service is to commence (the "Service Commencement Date") shall be on the date in which Service is first provided hereunder following the date EMPL executes this Agreement.
- 4) **Service Charges:** IDEAL COLLEGE shall pay **Rs.4,80,000/-+GST** for **80Mbps** bandwidth as a Yearly Recurring charge has to pay on Quarterly bases.
- 5) **Invoicing:** EMPL shall issue an invoice 90 days in advance of all QRC. The customer shall pay the amount as mentioned in the Invoice on or before the due date.
- 6) **Payment Terms:**
- a). **Quarterly Advance payment:** All payments shall be made in Indian rupees and in Favor of M/s. Excell Media Private Limited, Hyderabad.  
IDEAL COLLEGE expressly agrees to Make the payment to the following address:  
**Excell Media Pvt. Ltd, Plot No.6, Kamalapuri Colony, Road No.2, Banjara Hills, Hyderabad –34.**
- Payment Due:** Any payment due or not received by EMPL within 7 days after the date of invoice shall bear an additional charge of 18% per annum form the date due until actually received. If payment is not received within the due date, EMPL shall disconnect or deny the service without further notice.
- b) **Additional Charges:** Any statutory levies like excise, sales taxes, service taxes, duties, value-added taxes, fees, assessments or similar liabilities however denominated which may now or hereafter be levied on the Services provided or payments made under this Agreement chargeable to or against EMPL by any applicable government authority, shall be passed through to and payable by Customer in addition to the other charges under this Agreement.



- c) **Billing Disputes:** If IDEAL COLLEGE in good faith disputes any portion of any EMPL invoice, IDEAL COLLEGE shall submit to EMPL, within twenty (20) days following the date of the invoice, Payment of the undisputed amount of the invoice and written documentation identifying and substantiating the disputed amount. If IDEAL COLLEGE does not report a dispute within a twenty (20) days period, IDEAL COLLEGE shall have irrevocably waived its dispute rights for that invoice. EMPL and IDEAL COLLEGE agree to use their respective best efforts to resolve any dispute within twenty (20) days after EMPL receives written notice of the dispute from DIGITAL NIRVANA. Any disputed amounts resolved in favor of IDEAL COLLEGE shall be credited to EMPL's account and the IDEAL COLLEGE need not pay the amount withheld by them. Any disputed amounts determined to be payable to EMPL shall be due and payable immediately on the resolution of the dispute. If IDEAL COLLEGE withholds the disputed amount thereafter, or within the time required fails to provide supporting information in writing that sets out a legitimate basis under this Agreement for disputing any charges. EMPL's account shall be deemed to be past due and unpaid. In such event, EMPL shall be entitled to pursue any and all legal remedies provided under this agreement, including denial or disconnection of Service.
- 7) **Bandwidth Delivery period** is within a day from the date of establishment of last mile connectivity & from the date of placement of order and receipt of associated payment.
- 8) The Hardware and software used for installation, which is kept at IDEAL COLLEGE's premises, shall be the property of EMPL.
- 9) **EMPL** reserves the right to make tests / inspections as necessary to determine that the requirements regarding equipment, service maintenance and interconnection. EMPL will use reasonable efforts to notify IDEAL COLLEGE before testing or inspections of Service.
- 10) **Services** by EMPL are provided to the IDEAL COLLEGE subject to all applicable Indian rules and regulations including the Indian Telegraph Act, 1885, the Indian Wireless Telegraph Act, 1933, and the Information Act, 2000.
- 11) **EMPL** does not warrant that the service would be error free or uninterrupted.
- 12) **EMPL** will put its best efforts and strive to maintain the possible uptime and speed of the service. EMPL cannot be held responsible under any circumstances for actions beyond its control or for acts of God and other Force Majeure circumstances, connectivity problems, operations, downloads transmissions or any failure of performance of the access and for any of the damages that result from IDEAL COLLEGE's usage of access.

- 13) The Cable net access by EMPL is provide on "AS IS AND AVAILABLE" and without a warranty of any kind either express or implied, including without limitations warranties of merchantability, fitness for a particular purpose and non-infringement, the results to be Obtained from their use, or with respect to their non infringement. No advice or information given by the employee of EMPL or EMPL shall create a warranty or be construed as an endorsement by EMPL.
- 14) IDEAL COLLEGE is required to desist from sending any unsolicited messages via the Cable net including objectionable or obscene material in the form of communication, mails, images, voice, data, and movie files etc which are prohibited under the prevailing laws of the country. EMPL cannot be held responsible for any such acts of IDEAL COLLEGE
- 15) IDEAL COLLEGE assumes the total responsibility and risk of the use of the cable net access by a third person from IDEAL COLLEGE's system. EMPL will not be held responsible in any way for the wrongful or unauthorized use of IDEAL COLLEGE's account under any circumstances.
- 16) EMPL does not make any express or implied warranties, guarantees genuineness, representations or endorsements whatsoever of title, merchantability of information or service or fitness of the information or service for a particular purpose and all such information being accessed on the Cable net by DIGITAL NIRVANA.
- 17) EMPL does not assume any responsibility with regard to the authenticity of such information and service and cannot be held liable for any costs, damages either punitive, incidental special or consequential arising directly or indirectly from any online transaction.
- 18) EMPL does not warrant that any information, software or material accesses over the Cable net if free from virus, bugs or other harmful components that could cause damage to IDEAL COLLEGE's computer system and data stored in it and EMPL does not take any responsibility for any or all such damage caused to the data stored in the subscriber's computer and under no circumstances liable for any costs, damages either punitive, incidental special or consequential that result in any way from IDEAL COLLEGE.
- 19) In case of any connectivity issues due to virus effects at IDEAL COLLEGE's premises, EMPL can extend the support to the systems engineer of IDEAL COLLEGE in identifying the trouble area.
- 20) It is IDEAL COLLEGE's whole and sole responsibility to evaluate and satisfy itself with regard to the genuineness, completeness, usefulness, quality and merchantability of all opinions, advises, services, information merchandise and all such data relied upon by IDEAL COLLEGE for the purpose of Cable net generally.

- 21) IDEAL COLLEGE acknowledges that it is aware that the Net contains web sites, links, material etc. containing explicit and unedited sexual materials, which may be offensive and objectionable. The access to such material is at the risk of IDEAL COLLEGE and EMPL does not have any control, what so ever, over such links and sites and also over the access by the IDEAL COLLEGE or by any person accessing the net using, authorized or unauthorized, IDEAL COLLEGE's system.
- 22) It shall be available for EMPL to update and upgrade its services without prior notice to its subscribers, in Order to provide the desired speed, enhance the bandwidth and also for the purpose of adding additional services.
- 23) It is hereby informed that it is illegal to terminate / originate international voice calls on PSTN network.
- 24) It is hereby informed that conferencing international voice calls on PSTN network is illegal.
- 25) At least 90 days prior intimation is to be issued by either party in order to terminate the Contract.2
- 26) Any dispute arising out of this contract is subject to Hyderabad Jurisdiction.

**Support Commitments and Implementation hours:**

Telephone Support : 24x7 Round the clock, all 365 days.  
Helpdesk Telephone Nos : 040 -23555000, 23557444, 40401000.  
9246735888, 9676048888

**27) Service Interruption Credits:**

**a) Definition:** In the event that Service is not provided in accordance with the Technical Standards set forth in the Service Description of Clause 1 of this agreement a "Service Interruption" is said to have taken place; in which case EMPL shall be liable to compensate for such service interruptions in accordance to the following terms and conditions: (However any interruption due to force majeure conditions will not be treated as service interruption and shall not be liable for compensation.)

(I) A Service Interruption measure shall be maintained by IDEAL COLLEGE and any such Service Interruption shall be immediately intimated to EMPL.

(II) If the service interruption occurs due to bandwidth loss at EMPL's NOC, EMPL will restore the problem with in 2hrs.

(III) If the service interruption occurs due to cable cutting, EMPL will explore the problem within 4 hours.

(IV) In the event if EMPL maintains more than 12 hours down time per month, then EMPL shall compensate to IDEAL COLLEGE for the service Interruption at the rate of 1:1 ratio against the QRC payable by IDEAL COLLEGE.

(V) Service Interruption Refunds shall be credited to Customer's account in the next month following the month in which the Service Interruption occurred.

**b) Refund**

**Calculation of Service Interruption value:**

Service Interruption unit value shall be determined by dividing the QRC by 90 X 24 Hrs. the resulting value shall be multiplied by the quantity of down time beyond Twelve hours in of service cutoff. The obtained value shall be levied as compensatory value on EMPL.

**c) No Entitlement:** IDEAL COLLEGE shall not be entitled to credit for a Service Interruption (up to 24 hours for the full month) if such an interruption resulted, directly or indirectly (a) from periodic or cooperative testing deemed appropriate or necessary by EMPL, (b) from failure by IDEAL COLLEGE to perform any of its material obligations under this Agreement, (c) from failure of inadequate performance of any equipment and all from failure or Inadequate performance of any equipment and all related provided by IDEAL COLLEGE or its customers, (d) failure or commercial power supplies or in public network facilities


28) EMPL has right to give its services to one and more organizations irrelevant of the area or the place where different organizations act similarly to provide their services.

29) **Authority:** The Parties respectively warrant that they are authorized to enter into this agreement and those they may be bound thereby.

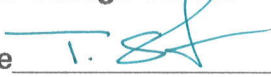
30) **Execution:** To facilitate execution, this Agreement may be executed by IDEAL COLLEGE and a copy duly signed in original shall be given to EMPL. (In no event shall EMPL be bound to perform until the Agreement is executed by a duly authorized official of DIGITAL NIRVANA.) Presentation of the Agreement to Customer for signature shall not be obliging EMPL to execute the Agreement unless EMPL fails to deliver a countersigned version within thirty (30) days thereafter.

IN WITNESS WHEREOF, the undersigned do hereby execute this Agreement by duly authorized officials as of the date set forth below:

**Excell Media Pvt. Ltd.**

Signature   
Name Hari Babu  
Designation: Manager  
Date: 01/04/2019

**IDEAL College Official**

Signature   
Name Dr. T. Srikanth  
Designation: Principal  
Date: 6/4/19

