

ERNET India

SERVICE TERMS & CONDITIONS (STC)

FOR

VSAT LINK

(TO BE EFFECTIVE FROM DATE: 01st October 2012, i.e. Commencement date of second billing cycle 2012)

(For circulation to the VSAT users of ERNET India)

1. General terms:

- 1.1 ERNET India agrees to provide, and user agrees to accept, the VSAT Internet/Intranet link in accordance with the 'Service Terms & Conditions (STC)' set forth in this document. This document overrides any clause(s) of Service Agreement/Terms notified earlier (if any) to the users. This STC document is hosted on website of ERNET India (www.ernet.in).
- 1.2 In case there will be any changes or amendments in the STC, the same will be communicated to the user and also made available on the website of ERNET India (www.ernet.in).
- 1.3 ERNET India will forward two copies of STC (as well as changes or amendments in future if any) to the user. User will be required to sign one copy and send back to us.
- 1.4 In case user has any queries/concerns on the STC, the user will be required to respond/write to ERNET India within two weeks from the date of issue of STC.

In case of non-receipt of queries/concerns to ERNET India from the user in the above specified time, STC will be applicable to the user and user is bound by the STC even if the signed copy is not forwarded to ERNET India.

- 1.5 The user will be required to communicate to the following address in regard to any queries/concerns on the STC:

Registrar & CPO
ERNET India
Jeewan Prakash Building, 10th Floor
K.G. Marg, New Delhi -110 001

- 1.6 Once User has started using the service/link, he will be bound to the "Service Terms & Conditions" of ERNET India even in the absence of any response on these service terms & conditions. In case of any dispute, the decision of the ERNET India will be treated as final.

2. Schedule of invoices by ERNET India and payment by the user along with related terms/conditions:

- 2.1 The schedule of invoices by ERNET India and payments by user are given hereunder:

Period of Service (six monthly)	Period to raise Invoice	Period to receive payments	Reminders to the user to make the payment	Temporary Disconnection of the service/link	Permanent Disconnection of the service/link
1 st April to 30 th Sep of each year	1 st April to 31 st July of the service period	30 th Sep.	1 st Reminder will be issued during 1-15 Oct. 2 nd Reminder will be issued after 15 days of 1 st reminder.	If payment is not received within 15 days from the 2 nd reminder, service/link will be temporarily disconnected. i.e. w.e.f 30 th Nov. However, billing for the service/link will continue.	In case payment is not received within 30 days from the date of temporary disconnection, service/link will be disconnected permanently, i.e. w.e.f. 31 st Dec.

1 st Oct to 31 st Mar of each year	1 st Oct to 31 st Jan of the service period.	31 st March	1 st Reminder will be issued during 1-15 April. 2 nd Reminder will be issued after 15 days of 1 st reminder.	If payment is not received within 15 days from the 2 nd reminder, service/link will be temporarily disconnected. i.e. w.e.f 31 st May. However, billing for the service/link will continue.	In case payment is not received within 30 days from the date of temporary disconnection, service/link will be disconnected permanently, i.e. w.e.f. 30 th June.
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- 2.2 Invoice will be raised by ERNET India in the printed and electronics form to the user. Invoices will be sent to the user through post or fax or email. For receiving the invoices through Email, the user needs to provide the Email IDs to ERNET India in writing.
- 2.3 User has to pay the bill as per the schedule given in **table at Sr. 2.1 above**.
- 2.4 In case of non-payment within 15 days of 2nd Reminder, the service/link will be temporarily disconnected without further intimation. However, billing for the service/link will continue during temporary disconnection of service/link (**as stated in table at Sr. 2.1 above**).
- 2.5 In case of non-payment within 30 days of temporary disconnection of the service/link, the service/link will be permanently disconnected without further intimation (**as stated in table at Sr. 2.1 above**).
- 2.6 After permanent disconnection of the service/link due to non-payment, the service/link may be re-connected as a new user by paying applicable re-connection charges. Before re-connection, the user will clear all outstanding payments/dues. The re-connected service/link will be treated as new service/link.
- 2.7 User will need to the pay the full amount of the invoice raised to them.
- a) Any deduction from the raised invoice by the user themselves due to non-availability of the services, downtime, etc will not be acceptable. Any such deductions may lead to disconnection of the service/link.
 - b) For discount/waiver in the raised invoice due to non-availability of the services/ downtime, user needs to request for the same separately to ERNET India in writing by providing supporting documents within the period of one (01) month from the date of occurrence of the problem in the service/link. Any request for waiver in the raised invoice due to downtime in the service/link received after one (01) month (from the occurrence of the problem) in ERNET India will not be entertained. Credit note for the same will be issued separately by ERNET India to the user.
 - c) Discount/waiver in the form of Credit note will be provided subject to the Service Terms & Conditions of this document. For availing the discount/waiver, user must provide the required supporting documents to ERNET India within specified duration.
- 2.8 User will be charged irrespective of link utilization.

2.9 All invoices raised are subject to Service Tax and Tax Deducted at Source as per statutory law of Government of India. Service tax is deposited in advance on raising invoices. Therefore recovery of service tax is necessary.

2.10 The user will be required to provide the details of PAN, TAN and Service Tax No., which are mandatory as per law.

2.11 For all types of queries/concerns related to the invoices/bills, user may lodge the complaint & escalate it as per following:

a) Complaint can be lodged at the following:

Name & designation : Smt. Leena Rajput, Assistant
Email : leena@eis.ernet.in
Phone / Mobile : 011-23765374
Fax : 011-23753985

Note: User should take Complaint Lodging Ticket number for future reference and follow-ups.

b) Complaint can be escalated at the following:

1st Level:

Name & designation : Shri Sandeep Kumar, Sr. Finance Executive
Email : ca.sandeepkumar@hotmail.com
Phone : 011-23765374
Fax : 011-23753985

2nd Level:

Name & designation : Shri Narendra Namrani, Section Officer
Email : nnamrani@eis.ernet.in
Phone : 011-23358245
Fax : 011-23753985

Note: User should provide the “Complaint Lodging Ticket number” for reference.

2.12 The annual subscription tariff of the service/link is subject to change/revision at any time depending on the prevailing market trends. The change/revision in the tariff will be communicated to the user before one month of its implementation separately. If user has any queries/concerns in regard to the revision in the tariff, he has to communicate the same to ERNET India in writing within 30 days from the issue of ERNET India letter or email.

3. **Service/link uptime:**

3.1 ERNET India will maintain an uptime of 90% on an annual basis. If uptime is less than 90%, ERNET India will provide rebate on subscription charges on pro-rata basis as per below formula:

a) The link will be treated as working under the following conditions:

-No complaint to ERNET India;
-No/less link utilisation;
-Link switched off by the user;
-Slow Internet access due to bandwidth chocking, viruses, LAN problems, etc.

- b) Down time due to Force majeure conditions such as earthquake, flood, natural disasters, war, unavailability of satellite due to its failure, interference in the satellite or any reason thereof, sun outages and planned periodic maintenance (not exceeding 24 hours in one quarter with a 24 hours advance notice to user over email address provided to ERNET India) will not be calculated as downtime.
- c) Downtime due to conditions specifically mentioned in the **Section : Maintenance Support at Sr. 4 of this document** will not be considered for calculating the discount/waiver in the invoices.
- d) Downtime will start from the date & time of the lodging of the complaint with trouble ticket number as per Escalation Procedure. **Escalation Procedure is mentioned at clause 9 of this document.**

3.2 In case uptime of the service/link is less than 90% on annual basis and complying the above conditions, user may claim discount/waiver for the service/link by providing supporting documents to ERNET india within specified time (**as mentioned at clause no. 2.7b**). The discount/waiver for the service/link will be provided on pro-rata basis on annual tariff excluding **VSAT license fee** charged by Department of Telecommunications (DoT), Govt. of India.

4. **Maintenance support:**

4.1 The VSAT Internet link is under on-site comprehensive maintenance with ERNET India subject to the following conditions:

- a) Equipment will be not be repaired/replaced under AMC if damage to them occurs due to bad power supply, improper earthing, fluctuations / surge in the power supply, burning of the equipment due to fire or bad power supply, physical damage, misuse, neglect, tampering, rusting, theft, force majeure conditions like earthquakes, fire, floods, storms, tsunami, lightening, etc, disturbance of antenna alignment, shifting of the VSAT equipment by anyone other than authorized engineer/official of ERNET India. Consumable items like cables, connectors, etc will not be under AMC.
- b) Repair /replacement of the equipments which are not covered under AMC will be done on chargeable basis on the receipt of its advance payment. In this case, the repair time will be communicated to the user. Downtime in the services due to above reasons will not be accounted for providing rebate in the annual subscription charges. However, user may opt for temporary disconnection **as per clause 5.0 of this document** to get the equipment repaired/replaced and avail the discount.

5. **Temporary disconnection:**

5.1 If user desires to disconnect the Internet link temporarily, due to any reason (like damage of some equipments not covered under AMC, delay in the payment for the repair / replacement of damaged equipment not covered under AMC, shifting of the link, internal LAN/PC problems, etc), user needs to make a written communication for temporary disconnection to ERNET India, New Delhi.

5.2 Temporary disconnection will be effective WITHIN 7 DAYS from the date of the receipt of the communication to ERNET India. Temporary disconnection will be for a maximum period of 90 days. In case a written communication is not received, full subscription /rental charges will be levied.

Discount for the temporary disconnection period will be given in the next billing cycle. Current bill needs to be paid in full by the user.

During temporary disconnection, applicable Govt. license fee and other mandatory and fixed overheads / payments to be made to the Govt. departments for the particular user link/service will not be waived. However, the charges for bandwidth will be waived off during accepted temporary disconnection period.

- 5.3 After 90 days, the annual subscription charges will start automatically again irrespective of link restoration by repair/replacement of faulty equipments without any intimation to the user.
- 5.4 In some exceptional cases, user requests may be considered separately for the waiver in the annual subscription charges. However, in this regard ERNET India reserves the right to take any decision at its own discretion.

6. Permanent disconnection:

- 6.1 User may opt to disconnect/ discontinue the services at any time by giving at least three months advance notice to ERNET India in writing. ERNET India will disconnect the service/link after three months from the receipt of the user letter in ERNET India.

However, permanent disconnection is not allowed during commitment period. Such commitment period has been communicated to the user at the time of link supply.

In case a permanent disconnection is requested during commitment period, the subscription charges on pro-rata basis will be charged for the balance days in commitment period at the time of Full & Final settlement.

- 6.2 The minimum commitment period for VSAT link is one year from the date of commissioning of the link. However, it may be more than one year period if agreed with the user separately.
- 6.3 As per the guidelines of Department of Telecommunications, Govt. of India, after disconnection of VSAT link, the equipment cannot be kept in possession without appropriate license from DoT, viz. (i) Non Destruction Possession License (NDPL) **or** (ii) Destruction License.

NDPL is applicable if user desires to keep the equipment for future use by paying applicable Government license fee on per annum basis. **Destruction License/Certificate** is applicable if user desires to dispose off the equipment.

For the above licenses, ERNET India will guide user to apply in DoT Regional office to obtain the desired license. The user shall apply for the license during the disconnection notice period and obtain it within one month from the date of disconnection of VSAT link; else legal action will be applicable as per Government norms.

- 6.4 IP addresses allocated to the user shall be withdrawn after service/link disconnection.

7. Technical support:

- 7.1 For resolving link related issues, user has to ear-mark at least two technical officers (having knowledge from the same technical field) from their organization for coordinating the link related issues. Their name, designation, phone numbers, email addresses shall be communicated to us in writing.

- 7.2 Technical support will be rendered only for services/equipments provided by ERNET India.
- 7.3 Support for problems arising due to software/hardware other than those supplied by ERNET India is not under our purview. However, ERNET India may try to provide telephonic support for LAN, virus issues, etc.

8. Precautions:

- 8.1 Site should have proper Earthing for the VSAT equipment, i.e. Voltage between Earth and Neutral should be less than 02 (two) volts.
- 8.2 Site should provide power supply to the VSAT equipment from on-line UPS system. VSAT equipment requires about 600VA power.
- 8.3 Site should protect the LAN from viruses for smooth access of Internet.

9. Complaint Lodging and Escalation procedure:

- 9.1 If user faces any problem related to VSAT Internet link, its complaint should be lodged to ERNET India immediately. Please ensure to take “Complaint number” while lodging complaint as it is must for all future communications as well as for availing discount/waiver in the raised invoice due to non-availability of the services/ link.

In case complaint is not lodged to ERNET India, ERNET India will not be responsible for its rectification or delay.

All VSAT related complaints should be lodged immediately at any number mentioned below by taking its “Complaint number”:

Location: ERNET VSAT Hub, Bangalore

Hub Engineer
Phone No. 080-28523004, 28523006, 28523008
Toll Free No: 1800-425-3006
Email id: vsathub@eis.ernet.in

Please note that the complaint can be logged at ERNET VSAT Hub, Bangalore during working hours (9:00AM–6:00PM) on all working days excluding Sundays & National Holidays.

Note: In case complaint is lodged through Email or letter/fax, the reference of Email, letter, fax needs to be provided in place of ‘Complaint number’.

- 9.2 In case VSAT related problem does not get rectified within 48 hours from the lodging of the complaint at above numbers, please escalate the complaint to the following officer:

Location: ERNET India, HQ, New Delhi

1. Mr. Anupam Srivastava, J.S.O
(M) – 09810544853 ,
Fax No.: 011-23753985
Email id-1: anupam@eis.ernet.in
Email id-2: vsathub@eis.ernet.in
(OR)

2. Ms. Dimple Bammi, J.S.O
(Tel) – 011-23765371,
Fax No.: 011-23753985
Email id-1: dimple@eis.ernet.in
Email id-2: vsathub@eis.ernet.in

9.3 In case problem is not rectified in 4 days from the lodging of the complaint, please escalate the complaint to the following officer on Phone or E-mail or Fax:

Location: ERNET India, HQ, New Delhi

Mr. Avanindra Singh, Senior Manager
Phone No.: 011-23765371 (D)
Fax No.: 011-23753985
Email id-1: as@eis.ernet.in
Email id-2: vsathub@eis.ernet.in

NOTE:

1. The following information is to be provided while lodging the VSAT link related complaint:
 - University/Institute Name; Fault description; Call back Telephone Number with Contact name of technical person.
2. The downtime will start from the time when user complaint is lodged at ERNET VSAT Hub, Bangalore. Any delay in lodging the complaint shall be excluded from the downtime calculations.
3. If user lodges the complaint for the VSAT connectivity and during the ERNET engineer's visit at the site, there is no problem found in the VSAT link upto the IDU (modem) then the engineer's visit charges shall be payable by the site.

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(Signature on behalf of the user organization)

Official Name:

Designation:

Name of the institute with address:

Tel:

Fax:

Email:

Date:

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(Signature on behalf of ERNET India)

Official Name: Dinesh Kumar Dixit

Designation: Registrar & CPO

ERNET India

(Under Department of Electronics and Information Technology, Govt. of India)
Jeevan Prakash Building, 10th Floor
K.G. Marg, New Delhi 110 001

Tel: 011-2375 3984

Fax: 011-2375 3985

Email: registrar@eis.ernet.in

Date: