

ADDITIONAL TERMS AND CONDITIONS

A. The Service/s (as enlisted herein below, which are subject to additions or deletions, from time to time) are provided to you under the Customer Acquisition Form ("CAF"), signed by you at the time of subscribing to the Service/s, in addition to Tata Communications Internet Services Limited's (TCISL) General Terms and Conditions and these Additional Terms and Conditions which are incorporated herein. TCISL reserves the right to update and change, from time to time, the Terms and Conditions of usage. For the purpose of the latest/updated information and latest/updated/amended TERMS AND CONDITIONS Customer shall also visit TCISL's web site "<http://www.tataindicom broadband.com>", which shall also be binding on the Customer. The Service/s may be provided in conjunction with other "Third Party Service Providers". Service Provider's obligations under this Agreement do not apply, unless otherwise specified, to the services provided by any Third Party Service Provider for use in accessing the Service and in addition to these terms and conditions, the customer is also governed by the respective End User License Agreement (EULA) of the respective third parties.

1. **Domain Name Registration**
2. **Business Mail**
3. **Website Hosting**
4. **PC Security Shield**
5. **Server Security**
6. **Mobile Security**
7. **Online Backup**
8. **E Check Post**
9. **InstaOffice (Google Apps: Email, IM, Docs,)**
10. **My e-Office (Hosted Intranet)**
11. **Insta Compute**
12. **Co-location**
13. **Web2sms**
14. **CRM**
15. **Project**
16. **Invoice**
17. **Recruit**
18. **Easy Draw**
19. **Website creator**
20. **Hosting**

B. Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services, and/or to resell or sublicense the Services to End Users unless it has all required legal and/or regulatory licenses and written consents from the Service Provider as well as from all relevant Governmental Authorities. The Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to the resell of Services. The Customer shall be solely responsible and liable for any misuse of Services in respect of the Customer's resell of Services and shall indemnify and hold harmless Service Provider against any and all claims or proceedings from such resell or sublicense of Services by the Customer. In case of unauthorized resell or sublicense of Services the Customer shall not (i) refer to Service Provider in any marketing or service literature except with Service Provider's prior written consent; or (ii) act or purport to act on behalf of Service Provider; or (iii) any resale or sublicense by Customer of the Services shall not relieve Customer of its obligations under any applicable CAF and/or these Terms and Conditions.

C. Customer's use of Service shall at all times comply with Service Provider's then-current Acceptable Use Policy ("AUP") and Privacy Policy, as amended by Service Provider or Third Party Service Provider, as the case may be and communicated in writing to Customer from time

to time and which are available on Service Provider's web site (www.tatacommunications.com). Customer hereby expressly acknowledges that it has reviewed, understands and accepts Service Provider's AUP and the rights of Service Provider as set out in the respective AUP.

DEFINITIONS:

Unless otherwise specified in the subject or context the following terms shall be deemed to have the following meanings:

"Services or Service" - Means all types of Internet access/content services, applications and services, Internet Telephony and all such associated Services and Applications offered by TCISL under its Service Packages currently under the brand Tata Indicom Broadband.

"Service Packages" - Means any one of the packages or schemes introduced by TCISL from time to time and to which the Customer has opted for at the time of signing this agreement.

"Affiliate" means an entity that now or in the future, directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of the foregoing, "control" shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in said entity.

"Customer" or "Company" means the entity so named on the CAF (if any).

"Customer Premises" means the location or locations occupied by Customer or its end users to whom Service is delivered.

"Customer Technology" means Customer's proprietary technology, including without limitation, all text, pictures, sound, video, and log files, Customer's software (in source and object forms), user interface designs, architecture and documentation (both printed and electronic), know-how, and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party).

"End Users" means any person or entity deriving use of the Services through the Customer including but not limited to the Customer, an Affiliate of the Customer or a customer of the Customer.

"Facilities" means any and all devices supplied by Supplier that are used to deliver the Service Provider Services, including but not limited to all terminal and other equipment, wires, fiber optic cables, lines, circuits, ports, routers, switches, cabinets, racks, private rooms and the like. Facilities shall not include any such devices sold to Customer by Service Provider or owned by Customer.

"Force Majeure Event" is any cause beyond a Party's reasonable control, including, without limitation, acts of war, acts of God, earthquake, hurricanes, flood, fire or other similar casualty, embargo, riot, terrorism, sabotage, strikes, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, court orders, condemnation, failure of the Internet or other reason of a like nature not resulting from the actions or inactions of a Party.

"Governmental Authority" means any national, state, regional, city, municipal, local, territorial or any

department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and communications authorities .

"In Service Notification" or **"Connection Notice"** means a written notice from Service Provider to Customer that the Service ordered has been installed by Supplier and has been tested and is functioning properly in accordance with Supplier's specifications for the Service.

"Interest Rate" means 1.5% per month or if such amount is not permitted by law then the highest rate permitted by law.

"Local Loop" means the connection between the Customer Premises and a Service Provider Point of Presence.

"Customer Acquisition Form" or **"CAF"** means the form(s) so entitled (including any attachments thereto) signed by Customer in order to subscribe TCISL Services and governed by these Terms and Conditions and the relevant Service Schedule, if any.

"Personal Information" means any information that may identify an individual or an entity.

"Service Commencement Date" means (i) the date Customer has accepted or has been deemed to have accepted the Services in accordance with the provisions of the Service Schedule; or (ii) the date Customer begins using the Services other than for testing purposes, whichever date is earlier.

"Services Fees" means charges for Supplier's/ Service Provider's Services (including but not limited to monthly recurring charges and non-recurring charges) as identified and agreed to by the Customer in the CAF(s) or Service Schedules, as applicable.

"Service Schedules" means the forms so entitled and applicable to each Service ordered by Customer pursuant to the CAF.

"Service Provider Network" means the telecommunications network consisting of fibres and optical and transmission equipment or any other form which is owned and/or leased and operated and maintained by Service Provider or its Affiliates.

"Service Provider Point of Presence" means data center space owned or leased by Service Provider or any of its Affiliates for the purpose of among other things locating and collocating communications equipment and to which the Service Provider Network is directly connected.

"Service Provider Services" or **"Services"** means any and/or all the services set forth in the CAF to be provided by Supplier/Service Provider to Customer.

"Service Provider Technology" means Service Provider's proprietary technology, including without limitation, Service Provider Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, business methods, and any related intellectual

property rights throughout the world (whether owned by Service Provider or licensed to Service Provider from a third party).

"Term" means the period of time if any, as set forth in the relevant CAF, during which Service Provider and Customer are obligated to perform under these Terms and Conditions.

"TCISL" - Refers to Tata Communications Internet Services Limited having its Registered Office at Old Wireless Building, Opposite Savitri Cinema, Greater Kailash – 1, New Delhi – 110 048, which has been granted a License by the Government of India, Ministry of Communication, Department of Telecommunication for providing Internet Service and which has established network system for providing such Internet Service.

1. DOMAIN NAME REGISTRATION:

By completing the Domain Name registration process, you acknowledge that you have read, understood, and agreed to be bound by all the Terms and Conditions as applicable.

TCISL has chosen a third party/ies (hereinafter the “**said third party**”) to provide domain name registration services. You hereby authorize TCISL to acquire your selected domain name from the said third party. In order to receive a domain name, you must agree to said third party's terms and conditions located at <http://www.net4domains.com/html/legal/domainstc.html>. You understand that you are creating a separate contractual relationship between you and said third party, and that you, and not TCISL, are responsible for all fees, liability, and obligations in connection with that relationship. On registration of your domain name you are required to check the global WHOIS database to confirm the details of your domain registration, however, given to the possibility that the same domain name may have been booked just moments before by someone else, registering of domain does not necessarily constitute the allotment of domain name to you. Accordingly, discrepancy if any, with respect to your domain name registration details shall be reported immediately at feedback.content@vsnl.co.in for rectification. **If you do not report discrepancy if any, as mentioned above, TCISL shall not be liable for the same.**

You hereby authorize TCISL to list itself as the billing contact, technical contact and name server, including but not limiting to publishing your details, in connection with your domain name and to take any actions TCISL deems appropriate in those capacities.

INDEMNITY: You agree to indemnify and hold TCISL, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Domain Service, your use of the Domain Service, your connection to the Domain Service or your violation of any laws, regulations or rights of another.

REPRESENTATIONS AND WARRANTIES: You represent and warrant that you are using the Domain Service in good faith and that you have no knowledge or reason to believe that domain name or the content found at any associated IP address infringes upon or conflicts with the legal rights of any third party, including, without limitation, any third party's copyrights, patents, trademarks or trade names. You also warrant that the Domain Service will not be used in connection with any illegal or morally objectionable activity or in connection with the transmission of unsolicited commercial email.

TERMINATION OF SERVICE: You understand and agree that TCISL has the absolute right and power, in its sole discretion and without any liability to you whatsoever, to immediately suspend or terminate the Domain Service. Please note, you will not be entitled to a refund of any fees, either initial or renewal fees, you have paid to TCISL in the event TCISL or you terminate the Domain Service.

USER RESPONSIBILITIES: Use of the domain name is entirely on your accord and discretion and we bear no involvement of control on the adoption and use by you of the domain name. You shall be solely and entirely responsible for any consequences including any costs, losses or expenses howsoever arising from the same. On becoming aware that use of the domain name by you is objectionable/ illegal and/or on receiving any orders or directions from any Court of law or any other appropriate authority, we shall notify you to cease the use of the subject domain name. You shall immediately cease to use the domain name on receiving any notice from us to that effect and any subsequent use by you of the domain name shall entitle us to take action as we may deem appropriate. Further, we retain the unrestricted right to terminate/block the use by you of any domain name that may be held to be objectionable/illegal or otherwise in the event of any direction/order for termination/blocking received by us from any Court of law or other appropriate authority to that effect. Also you shall indemnify us and keep us indemnified from any damages, costs, expenses, or other losses whatsoever suffered or incurred by us arising from, out of or in

relation to the use by you of the domain name.

2. BUSINESS MAIL

TCISL agrees to provide you with a Web-based mailbox to send and receive electronic mail ("e-mail"). TCISL has set fixed upper limit on the number of messages you may send or receive through its e-mail service; there is a limit on the storage space associated with your e-mail account.

Notwithstanding the foregoing, TCISL retains the right, at TCISL sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our e-mail services to other customers and to protect our computer systems.

Please note, unless TCISL gives notice to the contrary, payment for E-mail will be billed as per the tariff plan chosen by you and the same would be non-refundable. If you cancel your E-mail account before the end of the term, your cancellation will take effect at the end of that term. If payment, including renewal fee, is not received within the specified time for any reason, your E-mail account will be cancelled and all the information contained within it deleted permanently. TCISL accepts no liability for information that is deleted due to non-payment.

RESTRICTION OF TRANSMISSIONS: Your right to use TCISL's e-mail service is personal to you. You agree not to resell, sublicense, assign or transfer any right in the e-mail service, without the prior express written consent of TCISL. TCISL will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary.

DISCLAIMER OF WARRANTIES: You understand and agree that E-mail is provided "AS-IS" and that TCISL assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

RESERVATION OF RIGHTS: TCISL expressly reserves the right to modify, suspend or terminate your account and refuse current or future use of any TCISL service, including E-mail, if TCISL, in its sole discretion believes you or someone on E-mail account has: (i) violated or tried to violate the rights of others; or (ii) acted inconsistently with the spirit or letter of the TCISL's TOS or these Additional Terms.

USER CONDUCT: You acknowledge and agree that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not TCISL, are entirely responsible for all Content that you upload, post or otherwise transmit via the Service. You agree not to use the Services to engage in or assist or encourage others to engage in illegal, harassing or abusive conduct, including, without limitation, to :

- a) upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, a TCISL official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- e) upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
- f) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- g) upload, post or transmit unsolicited or unauthorized advertising, promotional materials, junk mail,

- spam, chain letters, pyramid schemes, or any other form of solicitation, except in those areas of the Service that are designated for such purpose;
- h) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - i) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
 - j) intentionally or unintentionally violate any applicable local, state, national or international law;
 - k) "stalk" or otherwise harass another;
 - l) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites.

Use of the domain name is entirely on your accord and discretion and we bear no involvement of control on the adoption and use by you of the domain name. You shall be solely and entirely responsible for any consequences including any costs, losses or expenses howsoever arising from the same. On becoming aware that use of the domain name by you is objectionable/ illegal and/or on receiving any orders or directions from any Court of law or any other appropriate authority, we shall notify you to cease the use of the subject domain name. You shall immediately cease to use the domain name on receiving any notice from us to that effect and any subsequent use by you of the domain name shall entitle us to take action as we may deem appropriate. Further, we retain the unrestricted right to terminate/block the use by you of any domain name that may be held to be objectionable/illegal or otherwise in the event of any direction/order for termination/blocking received by us from any Court of law or other appropriate authority to that effect. Also you shall indemnify us and keep us indemnified from any damages, costs, expenses, or other losses whatsoever suffered or incurred by us arising from, out of or in relation to the use by you of the domain name.

Additionally, an End User License Agreement ("EULA") will be given to the customer at the time of service installation.

3. WEBSITE HOSTING

The Service provides the ability both to create and to publish a World Wide Web site. Your right to use the Service is personal to you. Please note, unless TCISL gives notice to the contrary, payment for the Service will be billed on an annual basis and the same would be non-refundable.

If you cancel the Service before the end of the annual term, your cancellation will take effect at the end of that term. If payment, including renewal fee, is not received within the specified time for any reason, the Service will be cancelled and all the information contained within deleted permanently. TCISL accepts no liability for information that is deleted due to non-payment. In addition, TCISL may terminate the Service for any failure to follow the Additional Terms by you. Such termination of the Service may result in the deactivation or deletion of your TCISL Web Hosting Site, and the forfeiture and relinquishment of all files contained in your account.

CONTENT AND CONDUCT RULES AND OBLIGATIONS: You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not TCISL, are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the Service. You agree that you will not:

- a. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, adult-oriented, or racially, ethnically or otherwise objectionable;

- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a TCISL official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
- f. upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- g. upload, post, or transmit unsolicited commercial email or "spam." This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam."
- h. upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- j. intentionally or unintentionally violate any applicable local, state, national or international law;
- k. "stalk" or otherwise harass another;
- l. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;
- m. offer for sale or sell any item, good or service that violates any applicable law or regulation.
- n. use of the domain name is entirely on your accord and discretion and we bear no involvement of control on the adoption and use by you of the domain name. You shall be solely and entirely responsible for any consequences including any costs, losses or expenses howsoever arising from the same. On becoming aware that use of the domain name by you is objectionable/ illegal and/or on receiving any orders or directions from any Court of law or any other appropriate authority, we shall notify you to cease the use of the subject domain name. You shall immediately cease to use the domain name on receiving any notice from us to that effect and any subsequent use by you of the domain name shall entitle us to take action as we may deem appropriate. Further, we retain the unrestricted right to terminate/block the use by you of any domain name that may be held to be objectionable/illegal or otherwise in the event of any direction/order for termination/blocking received by us from any Court of law or other appropriate authority to that effect. Also you shall indemnify us and keep us indemnified from any damages, costs, expenses, or other losses whatsoever suffered or incurred by us arising from, out of or in relation to the use by you of the domain name.

TCISL does not claim ownership of the Content you place on your TCISL Web Hosting Site. You acknowledge that TCISL does not pre-screen Content, but that TCISL and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

INDEMNITY: You agree to indemnify and hold TCISL, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the Service, your connection to the Service or your violation of any laws, regulations or rights of another.

DISCLAIMER OF WARRANTIES: You expressly understand and agree that:

- a. the service is provided on an "as is" and "as available" basis. TCISL disclaims all warranties of any kind, whether express or implied.
- b. TCISL will make reasonable efforts to maintain the service, however, TCISL is not responsible for any damage, loss of data, customer information or vendor data, revenue, or other harm to business arising out of delays, misdelivery or non delivery of information, restriction or loss of access, bugs or other errors. You are responsible for maintaining and backing-up your data and

- information that may reside on the Service.
- c. any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

LIMITATION OF LIABILITY: You expressly understand and agree that TCISL Shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if TCISL Has been advised of the possibility of such damages).

Additionally, an End User License Agreement (“EULA”) will be given to the customer at the time of service installation.

4. PC SECURITY SHIELD

This is a desktop and a laptop security service provided by F-Secure. An End User License Agreement (“EULA”) will be given to the customer at the time of service installation.

5. SERVER SECURITY

This is security application for servers provided by F-Secure. An End User License Agreement (“EULA”) will be given to the customer at the time of service installation.

6. MOBILE SECURITY

This is security application for mobile & handheld devices provided by F-Secure. An End User License Agreement (“EULA”) will be given to the customer at the time of service installation.

7. ONLINE PC BACKUP

This is an online backup solution provided by F-Secure for desktops and laptops. An End User License Agreement (“EULA”) will be given to the customer at the time of service installation.

8. E-CHECKPOST

This is Internet security application, which stops potentially unwanted site access or download unwanted content to your business PCs, provided by Content Keeper Technologies. An End User License Agreement (“EULA”) will be given to the customer at the time of service installation

9. INSTA OFFICE

An End User License Agreement (EULA) will be given to the customer at the time of service installation.

10. MY E-OFFICE (HOSTED INTRANET)

An End User License Agreement (“EULA”) will be given to the customer at the time of service installation. My e-Office Services includes the following Services:

1. Hyperoffice Collaboration Suite comes with the following flavours:
 - a. Online Document Management
 - b. Online Calendar

- c. Online Contact Management
- d. Task Manager
- e. Discussion Forums
- f. Opinion Polls
- g. Announcements

2. Hyperoffice collaboration suite + mail features:

- a. Online Document Management
- b. Online calendar
- c. Online Contact Management
- d. Task Manager
- e. Discussion forums
- f. Opinion Polls
- g. Announcements
- h. Business email Service

- 3. Hyperbase
- 4. Hypermeeting
- 5. Hypercampaign

11. INSTA COMPUTE

An End User License Agreement (EULA) will be given to the customer at the time of service installation.

12. CO-LOCATION

An End User License Agreement (EULA) will be given to the customer at the time of service installation.

13. WEB2SMS

Push Services means various messages/alerts sent by the customer using the Web2sms Services (Bulk SMS) offered by TCISL as SMSes to the mobile numbers(both GSM and CDMA mobile users).

This is the Application Services' product used for 'Push based SMS Services'. The Customer /end user shall send the Push messages only to those mobile phone users of its registered data base of customers and the same shall be sent to only to the persons who have given their explicit consent/permission to receive such SMS alerts/messages to their mobile phones, as the directives/guidelines of Telecom Regulatory Authority of India(TRAI) or such other appropriate authorities, from time to time. In case of any complaint by any mobile user to any mobile operator or any other authority, the customer availing these services from TCISL shall entirely responsible for compensation/damages/penal action/all other consequences by the authorities. It is the responsibility of the customer availing these services to ensure that the person/s, customers has/have registered to receive SMS alerts/messages for their respective mobile numbers. It is the responsibility of the customer to possess necessary valid licenses/permissions from the appropriate Government Authority to provide the services.

As part of the support plan, TCISL will provide telephone and email support to its customers on round the clock (24*7*365) basis. The Customer Care Team of TCISL will determine the severity of any defect.

Records: At all times during the avilment of these services and for at least one year from the date of discontinuation of services, the Customer will maintain comple and accurate records with respect to his

activities pursuant to these services.

Customer shall ensure that all the data as and when required by TCISL with respect to the utilization of the services is shared/provided as per the ISP license conditions of TCISL.

14. CRM

These Services are provided “Software as a Service” by TCISL. In the process of providing these services, the Third Party with whom TCISL has the necessary arrangement with its affiliates to provide these services, who is responsible for hosting, installation, operation and proper maintenance of its servers; said Third Party is responsible for maintaining Performance and Quality of Service Standards and uptime at 99.5%.

15. PROJECT

These Services are provided “Software as a Service” by TCISL. In the process of providing these services, the Third Party with whom TCISL has the necessary arrangement with its affiliates to provide these services, who is responsible for hosting, installation, operation and proper maintenance of its servers; said Third Party is responsible for maintaining Performance and Quality of Service Standards and uptime at 99.5% .

16. INVOICE

These Services are provided “Software as a Service” by TCISL. In the process of providing these services, the Third Party with whom TCISL has the necessary arrangement with its affiliates to provide these services, who is responsible for hosting, installation, operation and proper maintenance of its servers; said Third Party is responsible for maintaining Performance and Quality of Service Standards and uptime at 99.5%.

17. RECRUIT

These Services are provided “Software as a Service” by TCISL. In the process of providing these services, the Third Party with whom TCISL has the necessary arrangement with its affiliates to provide these services, who is responsible for hosting, installation, operation and proper maintenance of its servers; said Third Party is responsible for maintaining Performance and Quality of Service Standards and uptime at 99.5% .

18. EASY DRAW

This is the online Diagram and Design Application Service (Easy Draw). The list of products available under Easy Draw Services are available at the website(Product Team to provide). In the process of providing/operating the services, TCISL is responsible for maintaining the performance and Quality of Service Standards and monthly uptime at 99.5%. Uptime means the period of time when the Services are not affected by Downtime. Downtime means the period of time during which qualifying fault exists. Qualifying Fault means an outage in Service resulting in a total loss of Service due to a problem attributable to Third Party with whom TCISL/its affiliates has the suitable arrangement to provide these services.

19. WEBSITE CREATOR

An End User License Agreement (EULA) will be given to the customer at the time of service installation.

20. HOSTING

An End User License Agreement (EULA) will be given to the customer at the time of service installation.

