

Annexure III
Service Level Agreement (“SLA”)
Dedicated Server/VPS at Trunkoz’s Data Centre

1. Data Transfer Utilisation

Trunkoz shall monitor bandwidth utilisation for each server in the Trunkoz Internet backbone network, with the objective of determining the necessary bandwidth to maintain Service quality. Trunkoz’s network design policy is to commence the initiation of a capacity upgrade for any backbone link in the Trunkoz backbone network, when a backbone link reaches a sustained utilisation above eighty five percent (85%) for more than four (4) consecutive hours.

Trunkoz also monitors the Data Transfer utilisation of each server in the Trunkoz Internet Backbone network, with the objective of the servers, are not using more than its allocated data transfer rates per month. In case of extra usage, it will be billed to the customer at Rs 1000/- (to be mentioned by Branch) - per additional GB usage per month and the payment should be made within 7 days.

2. Availability

The target availability objective for the Trunkoz Data centre is ninety-nine percent (99%) per month (excluding unavailability due to scheduled maintenance). The availability figure applies to Trunkoz- controlled routers and IP backbone facilities, and other data centre equipment. Service Outage shall mean an incident when service is unavailable for at least sixty continuous (60) minutes in duration.

Service Outage shall not include any service outage or interruption resulting from maintenance action requested by or attributed to the Customer, nor from scheduled or routine Trunkoz maintenance operations. Trunkoz will notify the customer three (3) days in advance of a scheduled maintenance at a time agreeable to the customer. A single maintenance period will not exceed three (3) hours.

Service outage shall also not include any service outage or interruption resulting from emergency or general maintenance that lasts for ten (10) minutes or less, Trunkoz will not directly notify Customer in advance for such short-duration maintenance. Trunkoz will use its best efforts to limit such occurrences. In addition, Trunkoz will undertake short duration, general maintenance during defined maintenance windows.

Service outage credits are granted if the Trunkoz Internet backbone network availability falls below the target objective, as defined, with an availability of 99%, seven (7) hour of unavailability per month (based on 720 Hours per month) is exempt from service outage credits. For all Service Outage incidents verifiable by Trunkoz, Service outage credit of one (1) day will be granted for outages in excess of sixty minutes but less than 8 hrs. For Service Outages in excess of eight (8) hours, a minimum service outage credit of two (2) days will be granted, with a maximum cap for the service outage credit equal to the monthly access charges for one month. The service outage credit per hour shall be equivalent to the monthly access charge divided by seven hundred twenty (720) hours. The service Outage credit per day shall be equivalent to the monthly access charge divided by thirty (30) days. Service outage credits will be applied by Trunkoz, at the end of the Term of this Agreement. In no event shall Trunkoz’s liability for Service Outage credits exceed the corresponding monthly access charges for the said period of service outage.

The Granting of Service Outage Credits is contingent upon the customer having opened a trouble ticket with Trunkoz’s Privilege Customer Support within 2 Hours after the Service Outage occur. The duration of the Service Outage period will be determined at the sole discretion of Trunkoz, based upon Trunkoz’s internal records and the above-noted trouble ticket. If the customer does not notify Trunkoz’s Privilege Customer Support division within two (2) hours after the service outage occurs, the Service Outage will be considered to begin when the trouble ticket is opened with Trunkoz’s Privilege Customer Support division.

In any case the Trunkoz shall not grant service outage credits in cash or cheque or in any form of Money.

3. Modification of Rules and Regulations

Trunkoz may change these Rules and Regulations upon fifteen (15) days, notice to Customer, which notices shall be provided by posting such new Rules and Regulations.

4. The Service Level Agreement is part of the Server Co- Location Agreement and shall be read and understood accordingly.

PROHIBITED ACTIVITIES

1. For purposes of the prohibited and/or abusive activities, the term "content" means information or material of any type capable of being posted or transmitted on or through the Access Service, including material in print, graphic, pictorial audio, or audio-visual form.
2. When using the Service:
 - (a) Defamation. CLIENT agrees not to post or transmit any content in violation of any applicable law of libel or defamation in India or elsewhere.
 - (b) Fraud. CLIENT agrees not to post or transmit any fraudulent content on or through the Service. This includes any content that you know or have reason to know is false, and that you intend for others to rely on.
 - (c) False Advertising. CLIENT agrees not to post or transmit on or through the Service any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.
 - (d) Unsolicited Advertising. CLIENT agrees not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other subscribers, individuals, or entities, except in those areas (e.g., classified advertisement areas) that are designated for such a purpose. CLIENT further agrees not to involve or associate TRUNKOZ or its associate Companies in any way with the posting or transmission of unsolicited advertising, promotional materials, or other forms of solicitation, including but not limited to unsolicited advertisements sent from another service provider advertising a TRUNKOZ hosted web page, and unsolicited advertisements sent from another service provider which request that replies be sent to a TRUNKOZ or its related Companies email address.
 - (e) Copyright Violations. CLIENT agrees not to post or transmit on or through the Service any content that infringes another person's or entity's copyright in all or any part of the content.
 - (f) Trademark, Service Mark, and Trade Dress Violations. CLIENT agrees not to post or transmit on or through the Service any content that infringes, dilutes or otherwise violates another person's rights in its trademarks, service marks, trade dress, or other indicia of origin.
 - (g) Trade Secret Violations. CLIENT agrees not to post or transmit on or through the Service any content that reveals trade secrets or other confidential or proprietary information belonging to another person or other entity.
 - (h) Obscenity. CLIENT agrees not to post or transmit any obscene or pornographic content, including, but not limited to, child pornography, on or through the Service.
 - (i) Harassment, Threats, and Abuse. CLIENT agrees not to use the Service to harass, intimidate, threaten, or abuse any person or entity, by any means, including the use of vulgar, hateful, racially or ethnically offensive, sexually harassing, or otherwise objectionable content.
 - (j) False Pretenses. CLIENT agrees not to use the Service to impersonate any person, including but not limited to, a TRUNKOZ official or an information provider, guide, or host, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including, but not limited to, screen names, subscriber profiles, chat dialogue, and message posting.
 - (k) Chain Letters. CLIENT agrees to not post or transmit chain letters or messages that offer a product or service or even general information based on the structure of a chain letter, on or through the Service.
 - (l) Inappropriate Content. CLIENT agrees not to post or transmit on or through the Service content that is patently inappropriate material under the circumstances -- e.g., content or topics not related to the topics focused on by the participants in a particular news group or mailing list.

- (m) Violations of Service Providers' Rules. CLIENT agrees not to use the Service to violate any operating rule, policy, or guideline of any other online service provider or interactive service.
 - (n) Not Transferable. CLIENT agrees that this Agreement is not transferable.
 - (o) Process Abuse. CLIENT agrees not to make false or unverified complaints against TRUNKOZ or any of its employees, agents and other customers, or otherwise abuse any of TRUNKOZ complaint registration and response procedures.
 - (p) Systems Abuse. CLIENT agrees not to abuse TRUNKOZ system, or any other system accessible through the Internet via TRUNKOZ, by causing any harm to the system so that it inhibits or negatively impacts the ability of other users to effectively use such system. You further agree not to compromise or attempt to violate security at TRUNKOZ or elsewhere, including but not limited to, attempted access of any data, server, or account that you are not expressly authorized to access.
 - (q) Support Abuse. CLIENT agrees not to harass, threaten or abuse authorized representatives of TRUNKOZ, including but not limited to tech support representatives, customer relations representatives, and sales representatives, or otherwise abuse TRUNKOZ support services.
 - (r) SPAM. CLIENT shall not send unsolicited messages, whatever the purpose may be. You or your end users agree not to post or cross post, unsolicited commercial messages regardless of content on/ through either of your IP address(es), been provided to you by TRUNKOZ.
 - (s) Disruptive Activities. CLIENT shall not use or allow any and all licensed users to use the Service to disrupt the normal flow of online dialogue, including but not limiting to, by way of uploading data contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, or otherwise act in a manner that negatively effects use of the Internet by other subscribers, users, individuals, or entities.
 - (t) Inappropriate software, products, and services. CLIENT agrees not to post, transmit, promote, or otherwise make available any software, product or service that is illegal, violates the rights of TRUNKOZ or a third party, or is designed to violate this Agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e. "spamware"), services which send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs, and programs designed to gain unauthorized access to networks on the Internet.
3. CLIENT agrees not to engage in the following activities, which are outside the purview of Internet Telephony service and are illegal in India:
- (a) Voice communication from anywhere to anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN) as defined in National Numbering Plan;
 - (b) Originating the voice communication service from a Telephone in India and terminating the voice communication to Telephone within India;
 - (c) Establishing connection to any Public Switched Network in India and /or establishing gateway between Internet & PSTN/ISDN/PLMN in India;
 - (d) Dial up lines with outward dialing facility from nodes.