



AT&T Global Network Services India Private Limited

AT&T VNO (Internet) Service

List Tariffs – June 21, 2018

AT&T VNO (Internet) Service

1. THE SERVICE; DEFINITIONS

1.1 Services

The AT&T VNO (Internet) Service sold by AT&T to the Customer involves resale of the internet service bought by AT&T from a licensed Indian Internet Service provider (Supplier)

1.2 Definitions

"Customer" is the entity who buys the AT&T VNO (Internet) Service from AT&T

"Pricing Schedule" means a pricing schedule or customer order form executed by the Customer to avail the Service from AT&T.

"Pricing Schedule Term" is the term of the applicable Pricing Schedule.

"Service" means the AT&T VNO (Internet) Service that the Customer orders under a Pricing Schedule.

"Termination Charges" means the charges identified in Section 2.3 below, payable by the Customer to AT&T in certain termination circumstances.

2. TERMINATION

2.1 If a Service is terminated by Customer, Customer must pay all charges incurred up to and including the effective date of termination.

2.2 If Customer terminates a Service for material breach by AT&T, Customer shall not be liable for any Termination Charges.

2.3 If the Customer terminates a Service for a reason other than the one set out in Section 2.2 above or AT&T terminates a Service for material breach by the Customer, Customer must pay to AT&T: (i) any credits, waived charges or unpaid amortized charges if the Service is terminated prior to the end of an applicable minimum retention period specified in the Pricing Schedule; (ii) the applicable amount of recurring charges for the terminated Service multiplied by the number of months remaining in an applicable minimum payment period specified in the Pricing Schedule; and (iii) any third-party charges incurred by AT&T due to the termination. The charges set forth in (i) and (ii) above will not apply if a terminated Service is replaced with an upgraded similar Service at the same Site(s), provided the applicable minimum period and associated charge for the replacement Service each are equal to or greater than the applicable period and charge for the terminated Service.

2.4 In the event of a termination of a Pricing Schedule either by Customer for reasons other than that set out in Section 2.2 above or by AT&T for material breach by the Customer, Customer must pay the amounts set forth in Section 2.3, above and such other amounts that are contractually agreed between AT&T and the Customer.

3. CHARGES AND BILLING

3.1 The Customer shall pay AT&T for Customer's use of the Services at the rates and charges specified in the Pricing Schedules, without deduction, setoff or delay for any reason. Charges set forth in the Pricing Schedules are exclusive of any applicable taxes.

3.2 The Customer shall pay all taxes (excluding those on AT&T's net income), including Goods and Service tax/ under GST Law, duties, levies, shipping charges and other similar charges (and any associated interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Customer to AT&T prior to the delivery of the Services.

3.3 Payment will be due within thirty (30) days after the date of the invoice and must refer to the invoice number. Charges will be quoted and invoices shall be paid in the currency specified in invoice. There shall not be any restrictive endorsements or other statements on checks tendered to AT&T. Customer shall reimburse AT&T for all costs associated with collecting delinquent or dishonored payment instructions. Where payments are overdue, AT&T may assess interest charges at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law.

4. PRICING

4.1 Pricing Schedule

Unless otherwise stated herein, all invoicing and payments shall be in local currency. The legal tender is Indian Rupees.

4.2 Discounts, Credits and Waiver

Discounts, Credits and Waivers will be provided depending on the overall contract value and prevailing market conditions.

5. COMMISSION JURISDICTION

If a Pricing Schedule and the list tariff as stated herein is subject to the jurisdiction of a regulatory authority / commission, the Pricing Schedule will be subject to changes or modifications as the regulatory authority / controlling commission may direct from time to time in the exercise of its jurisdiction.

