

SUBSCRIPTION FORM FOR ISP PLANS

Subscriber Name: (THE "subscriber")				(* Mandatory Fields)	
*Site Address: (Where the VSAT would be installed):					
City:		State:		PIN	
*Mobile No: +91		*Tel No.	Fax No.:	* Email Id :	
Billing Address (In case its different from the Site Address): <u>INVOICES would be sent to billing address for payments, electronically.</u>					
Name:					
Address:					
*City :	*Pin :	*Tel No. :	*Fax No. :	*Email Id :	

TARIFF / SERVICE DETAILS: Please Record the Subscribed Service and price option (Service Tax Extra as applicable)

Plan Name	Period: Open (O) / Committed Months (C): 3/ 6 /12	Abuse Control Yes / No	Billing Control Special (S) / Default (D)	Monthly Tariff Rs.	Excess Charges- Rs/MB

Plan Speeds indicated are only speed up to our ISP Node with contention ratio as specified and as per TRAI guideline on Quality of Service for Broadband Service. All published service plans have been designed with a maximum contention ratio of 1 : 30. The speeds listed represent speeds that are attainable after applying acceleration techniques by the terminal. Some data transfers may be not compatible to the acceleration techniques and hence the speed may vary. Commercially available speed measurement tools may not use compressible files and therefore may not provide the same results. The upload speed during peak hours would be 30% - 40% of the peak upstream speed for the respective plans. When you connect to the Internet using HughesNet, the upload and download speeds you experience will vary based on a variety of factors including the configuration of your computer, the number of concurrent users, network or Internet congestion, the speed of the Websites you are accessing, and other factors. Stated speeds and uninterrupted use of service are not guaranteed. During peak hours, actual upload and download speed will likely be lower than speeds indicated.

IMPORTANT NOTES:

1. Monthly usage bills as well as past outstanding if any, for fixed and excess usage shall be adjusted from credit balance in Customer account on first in First out basis. Excess usage for committed plans is payable additionally, as applicable each month, to maintain the committed period status for the account.
2. Abuse Control: To facilitate misuse/abuse of the service, a subscriber as an option may choose any of the standard options. However unlimited plans, if any, have built in predefined abuse control as detailed in 'Abuse Control Plans' and its mandatorily applicable.
3. For Committed Period plans, no refund of money is applicable even if subscriber discontinues use for any reason whatsoever, whether attributable to HCIL or not.
4. Performance of any computer application shall depend on various factors like number of users, local LAN configuration, local firewall settings, availability of internet/backhaul bandwidth at central customer location, load on the application server, configuration and deployment of the application etc. and various other factors, which are entirely beyond Hughes Net's control. Hence no fitness of purpose is guaranteed for any application performance.
5. Internet Service is a contention based service and more so in Unlimited plans. Any subscriber in Unlimited plan shall impact all other subscribers in unlimited plan depending upon the extent of usage / excess downloads / abuse thereby reducing his own as well as other subscribers' speed & throughput. System shall attempt to prevent run away deterioration in the network by balancing contentions from heavy user / abuser in a predefined manner thereby reducing speed & throughput. The system will bring down the speed of the subscriber site substantially once the daily fair usage level is crossed (cumulative upload and download in a day). System shall reset the condition next day. Subscribers are strongly advised to choose the unlimited plans based on their daily usage needs.

PAYMENT / BILLING/ OTHER PARTICULARS

- ISP agreement is to be signed for any Plan change (Including change in commitment period) along with requisite prepaid amount as per Plan opted. Plan change shall be effected within 7 days of receipt of ISP agreement. Billing for the committed period shall be single bill for entire period, repeated at end of each period.
- Open Period Plans will require One month Tariff as adjustable security deposit & additional one month charge on prepaid basis for new subscribers.

Chq No/ DD No	Dated	DD	MM	YY	Amount Rs: _____	Bank & Branch: _____
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In consideration of the mutual covenants and conditions, the Subscriber agrees as follows.

1. Definitions: Following are some of the key definitions of this agreement.

- a. **"Subscriber Equipments"** Means Subscriber procured satellite terminal equipments of appropriate specifications, capable of operating with HCIL network
- b. **"Network"** Means HCIL network for INTERNET Service
- c. **"Service"** Means Service, which enable the Subscriber when using Subscriber Equipment over the network
- d. **"Tariff"** Means and includes the agreed Tariff schedule and all rate related conditions such as deposits, installation fees, rental, usage charges and any other related fees and Service charges under the Tariff schedule as put forward by HCIL from time to time.
- e. **"Commencement Date"** means the date this Agreement commences upon, which shall be the date the Subscriber signs this agreement and realization of security deposit and/or advance amount in HCIL bank account.

2. Period Of Agreement: The initial term of this Agreement shall be for a period of one year from Commencement Date and shall thereafter extend for further successive periods of one year each at a time unless terminated by either party. The agreement shall be subject to and always run in concurrence with License Agreement between the Department of Telecommunications, Ministry of Communications, Government of India and HCIL for Internet Service. HCIL reserves the right to seek/ verify financial and other information from the Subscriber's Banker's / Credit providers and such other sources and reserves the right to reject subscription even after activation for any reason without any liability whatsoever.

- a. The Subscriber represents that he has been fully informed about the INTERNET access Service provided by HCIL, its specifications, requirements, limitations etc including scope & obligations on his part as detailed in the
 - b. License issued to HCIL by DoT (available at site www.dotindia.com) and only thereupon has signed this agreement.
 - c. HCIL shall be at liberty to provide the Service under any brand name including 'HughesNet Internet Service'
- 3. Service:** The Subscriber shall be provided with Internet Service as per this agreement between HCIL network center at Gurgaon and Subscriber's Subscriber Equipment.
- a. For change/ addition/ deletion of any features / supplementary Service/ scheme/ plan, Subscriber shall fill up the requisite form and be bound by the additional terms thereof. Any change or withdrawal from any supplementary Service etc shall not entitle the Subscriber to any refunds or adjustments of the moneys already paid, billed or to be billed under the additional terms.
 - b. The monthly volume pack (in GB) is the maximum cumulative upload and download monthly data usage by the site using the services. Upload and Download data rates may vary than the average expected level with reference to time during the contracted hours.
 - c. The Volume usage (in GB/MB) shall be as per HCIL's network measurement and shall be final and binding. Spill over usage beyond the monthly volume pack shall be charged as the per the excess MB charges applicable for each service plan.
 - d. Subscriber cannot use the Service for any unlawful or illegal purposes, or for sending obscene, indecent, threatening, harassing, unsolicited messages affecting/ infringing national interest or create any damage or risk to HCIL or its

Registered Office: 1, Shivji Marg, West End Greens,
 New Delhi 110038, India

Subscriber's Signature: _____

- network and /or other Subscribers. HCIL reserves the right to disconnect the Service at its sole discretion on any such event.
- e. Subscriber is fully aware and undertakes that the services being offered by HCIL are for sole use of internet access and applications available through internet walled garden services and HCIL in no circumstances, directly or indirectly is assuring any fitness of purpose for any other use.
 - f. Service quality, functionality, availability and / or reliability may be affected and /or HCIL is entitled to, without any liability, to refuse, limit, suspend, vary, disconnect and/ or interrupt the Service, in whole or in part at any time, at its sole discretion, with respect to one/ all Subscribers without any notice, for any reason and /or due to various factors including but not limited to nonpayment of service charges, Government/ TRAI rules, Regulation, notifications etc including changes thereto, wireless interference, satellite related problems and/ or failures ,acts of god or for any other reason beyond HCIL's control (Force Majeure conditions).
 - g. Privacy of communication is not guaranteed and is subject to Government's regulation and such other factors. HCIL is entitled to charge, vary, add, withdraw any Service/supplementary Service/ schemes/ plans etc and /or to vary the terms and charges at any time at its sole discretion. The rate/ charges may also change as per the directives of TRAI from time to time.
4. **Tariff, change of tariff and discontinuation of service plans** : The present rate of deposits, connection charges, rental, Service charges etc are set out in the Tariff Schedule as mentioned in the plan document. HCIL reserves the right to discontinue AND OR change the tariff or any service plan with or without giving any notice to the subscribers any time after 6 months of the effective date / launch date of a service plan, as per the TRAI's notification No.301-2/2004-Eco dated 7th July, 2004.
5. **Selection of appropriate Service Plan:** Subscriber is solely responsible for the selection of the appropriate service / internet bandwidth plan for their site. Subscriber should choose the appropriate service / internet bandwidth plan based on a combination of the **number of total users at the site, and access & usage need of Subscriber**. HCIL shall not be responsible for Subscriber's choice of the service plan selection.
6. **Billing and Payment:** The billing cycle shall run on monthly advance basis or such other frequency as may be decided by HCIL from time to time and the periodic bills be issued accordingly. The Subscriber is responsible to pay all his bills within 15 (fifteen) days from the due date of payment.. It is incumbent on the Subscriber to enquire for his or her balance and settle the same even in case of non-receipt of the monthly bill for any reason whatsoever. All charges must be paid in full without any deductions, set-off/ withholding. **All payments must be made in favor of 'Hughes Communications India Limited', payable at par at New Delhi/Gurgaon.** In case of nonpayment of any amount due to HCIL, the Subscriber connection is liable to get disconnected without any prior notice.
- a. Bills will be sent to the billing address of the Subscriber as mentioned in this agreement. For any change of address, HCIL should receive notification in writing from Subscriber along with such proof to accept the change. The bills sent to the Subscriber electronically also would be considered valid bills.
 - b. The loss of or inability to use the Subscriber Equipment does not bring the agreement period or the Subscriber's liability to pay charges to an end.
 - c. Where a security deposit has been paid, HCIL is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the Subscriber to HCIL. At the end of the agreement period, provided all sums payable to HCIL have been duly paid, the balance (if any) of the deposit or fee will be repaid to the Subscriber on fulfillment of such conditions as may be intimated by HCIL. No interest will be paid on the deposit.
 - d. An amount mentioned in the Tariff is the net amount payable to HCIL and excludes any Service tax/ Government levy/ charges, which shall be payable extra by the Subscriber as applicable.
 - e. **Penal Charges for Delayed Payment:** The payment against the monthly bills beyond the prescribed date shall entail an interest charges @2% per month or such other rate/ fixed amount as may be decided by HCIL from time to time, over the payment from the date it became due. This however is without prejudice to the rights of HCIL to suspend the Service partially or fully due to non- payment.
7. **Suspension and Disconnection:** HCIL may any time suspend the Service wholly or partially and /or disconnect any Subscriber Equipment from the network for any reason which is found to be reasonable by HCIL including any of the following circumstances
- a. Due to any discrepancy noted in the material particulars provided by the Subscriber
 - b. Excess usage disconnection as per the excess usage disconnection policy
 - c. The non-payment of bills beyond the due date, with or without notice
 - d. During technical failure, modification or repair or testing of the network
 - e. When this agreement is determined owing to any reason in consonance with the terms of this agreement
 - f. Any other reason, which is found to be reasonable by HCIL warranting suspension/ disconnection.
8. **Liability: HCIL will not be liable to the Subscriber for any loss of business, profit, revenue or goodwill, anticipated savings, use or contracts or for any other indirect or consequential loss however it arises.**
- a. HCIL shall not be liable for any delay in commencement of Service
 - b. HCIL shall not be liable for any dealings of the Subscriber with any other party or person
 - c. No warranties, representations, guarantee or undertaking is given by HCIL, which are not specifically mentioned herein. Further, HCIL does not warrant, guarantee or make any representations regarding the use or the results of the use, of the Service or content in terms of correctness, accuracy, reliability,

current ness or otherwise and the entire risk as to the results and performance of the Service is assumed by Subscriber.

9. **Sale or Transfer:** HCIL Service connection is non-transferable and any private transfer by Subscriber to any other party shall tantamount to breach of agreement. HCIL accepting payment from a person other than the Subscriber does not mean that HCIL has accepted that any of the rights or obligations of the Subscriber have been transferred or modified.
10. **Dispute Resolution:** In case of any dispute, the matter will be referred to the sole arbitration of the arbitrator appointed by HCIL and will be governed by the provisions of the Arbitration & conciliation Act 1996. This agreement is amenable to the jurisdiction of Delhi courts only.
11. **Termination:** The Subscriber/s contracted for all Open service plans and all service plans launched before 1st February, 2010 may end the agreement period by giving HCIL not less than 30 days notice but such a notice cannot bring the agreement period to an end unless and until all the charges pertaining to the Service obtained by Subscriber as per Tariff have been duly discharged. It shall be obligatory for the Subscriber to make full payments of his dues before any termination is effective from the Subscriber's side.
Committed Plans Termination: No refund of service charges is applicable, under any circumstances, even on discontinuation, for any reason whatsoever.
 - a. HCIL may terminate the agreement period of any subscriber at any time without giving notice and without assigning any reason if there is a breach of any terms of this agreement. In all other cases, the agreement may be terminated by HCIL at its discretion by giving at least 30 days notice to Subscriber in such a form as may be decided by HCIL.
 - b. Any notice required to be given by the Subscriber to HCIL shall be given in writing to the Company Secretary at the address mentioned herein.
12. **Service Abusers** : In case more than an average of 5 concurrent sessions per PC is found to be open at the remote VSAT site due to virus, proxy and any other reason, the site can be construed as an abuser and can be shut down. The total number of permissible sessions for the site would be calculated as 5 sessions per PC * maximum number of PCs allowed for the respective service plan. The site will be reconnected only after the problem has been rectified by the Subscriber and certified by the technical personnel of HCIL.
13. **Other Matters:** The Subscriber shall keep HCIL fully and effectively indemnified against all costs, claims, demands, expenses and liabilities to any other party or Government of whatsoever nature, arising out of any default, violation, action or representation of Subscriber.
 - a. If any term or condition of this agreement is held invalid or unenforceable, the remaining provisions of the agreement shall continue to be in effect and valid.
 - b. Subscriber warrants and represents that he has understood the eligibility criteria's, obligations and concerned rules and regulations as applicable for subscribing to the Service and that he complies with it in full and entirety. Further the Subscriber is fully authorized to execute the agreement with HCIL for the Service.
 - c. This agreement constitutes the entire agreement between the parties and supersedes all prior understandings regarding this subject matter, if any.

DECLARATION	
I declare and undertake that the above information is wholly true. I have read and understood the terms and conditions mentioned above and I hereby agree to abide by them. I have gone through the details of the Tariff Plan mentioned above, which I understand, may change from time to time. I also agree that my SUBSCRIPTION is subject to verification, evaluation and acceptance by HCIL. I also undertake that I shall not use the bandwidth for further redistribution or commercial use in any form or manner as well as for running any illegal service or voice or provide content or content access, which violates term and/ or clause of the license, issued to HCIL by Department of Telecommunications.	
Dated	Place
Subscriber's Signature	
Name of Authorized Signatory	
Designation	
Company Seal:	