

सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ इंडिया
विजयवाड़ा
SOFTWARE TECHNOLOGY PARKS OF INDIA
Vijayawada

सॉफ्टलिक सेवा के लिए समझौता
AGREEMENT FOR SOFTLINK SERVICE

Existing Contract No.: _____

New Contract No.: 27-01-2024

This Agreement is made at Vijayawada, on the **27th day of January 2024** between **Software Technology Parks of India, Vijayawada**, (Autonomous Society under Ministry of Electronics & Information Technology, Government of India) registered under the Societies Act, 1860 with its Headquarters at # 6, CGO Complex, Electronics Niketan, Lodhi Road, New Delhi - 110003, (hereinafter referred to as "STPI- Vijayawada" which expression shall, unless repugnant to meaning or context thereof, include its administrators, successors and assigns) of the **One Part**

And

M/s Andhra Loyola PG college Veterinary Colony, Vijayawada, Andhra Pradesh, 520008. (Hereinafter referred to as the "Subscriber" which expression shall, unless repugnant to the meaning or context thereof, include its administrators, successors and assigns) of the **Other Part**. WHEREAS the Subscriber has submitted to STPI-Vijayawada an application bearing no.

..... requesting (To be filled by STPI-Vijayawada wherever applicable)

1. implementation of new Soft-LINK service
2. change in the existing Soft-LINK service
 - a. Upgrade / b. Downgrade / c. Relocation / d. Last mile /Local Loop
 - e. loading ratio f. Others _____

With the following specifications:

Internet bandwidth: 100 Mbps Loading ratio: Shared

(1:2/1:3 / 1:4) / **Premium (1:1)**

Last mile: RF Wire line / **Wireless**

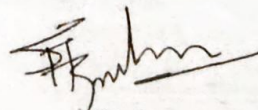
Last mile bandwidth: 100 Mbps

Along with advance payment as follows:

Onetime charges: INR 5000/- ~~NIL~~

Local loop charges: INR 25000/- one quarter / **annual**

Internet bandwidth charges: INR Rs:4,06,000/- one quarter / **annual**



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herein at additional costs. The subscriber may avail all or any of such Value-added services as per the terms and conditions prescribed by STPI- Vijayawada by paying such additional charges for availing such value added services.

3. TERM OF AGREEMENT:

3.1 This Agreement shall come into effect from _____ and shall remain in force for a minimum Contract period of one year. Thereafter, the Agreement shall stand renewed automatically for a further period of one year. The renewal process shall be repeated in the same manner unless and until either party explicitly terminates the Agreement as stated hereunder.

3.2 The Subscriber shall issue one month's notice in advance for cancellation of service after the expiry of the minimum Contract period. In that case, STPI- Vijayawada shall repay him or allow him in account the appropriate proportion of any rental paid in advance for a period ending after the Subscriber's liability for rental ceases. The cancellation of the service will be subject to the clearance of any kind of payment dues from the subscriber.

3.3 In case the Subscriber is to terminate the Agreement before the end of the minimum Contract period, he shall pay to STPI- Vijayawada all the charges for the whole of the minimum Contract period together with any justified sum for any work rendered abortive by termination.

3.4 STPI- Vijayawada may terminate this Agreement anytime by giving 15 days" written notice if the Subscriber fails to make timely payment or in the event that STPI- Vijayawada is no longer in a position to offer Soft-LINK service.

3.5 STPI- Vijayawada shall be entitled to discontinue the service forthwith without any prior notice to the Subscriber, if he makes or allows any unauthorized / illegal use of Soft-LINK service as mentioned in clauses 6 & 7.

4. APPLICATION OF INDIAN TELEGRAPH ACT AND INTERNATIONAL TELECOMMUNICATION CONVENTION:

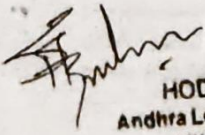
STPI- Vijayawada agrees to provide the Subscriber with Soft-LINK service subject to the provisions of the Indian Telegraph Act, 1885, and the Indian Telegraph Rules, 1985 made there under and any amendments or replacements made thereto from time to time. The Subscriber shall observe, perform and fully comply with the same.

5. APPLICATION OF INFORMATION TECHNOLOGY ACT 2000:

It is hereby agreed between the parties that for the purpose of this contract, STPI- Vijayawada is an "Intermediary" as defined under Sec 2(w) of Information Technology Act 2000 of India as amended by Information Technology Act 2008 (here in after referred to as ITA 2008) and the Subscriber shall be liable in his own right for any contraventions of ITA 2008 or any other laws of India or any other country that may be attributed to any content stored, processed or transmitted in the course of using the Soft-LINK services and shall keep STPI- Vijayawada indemnified of all consequences arising out of such contraventions.

6. UNAUTHORIZED USE:

6.1 The Subscriber shall use Soft-LINK service solely for his business and for no other purpose. He shall neither use the link nor permit the link to be used for any communication by any other parties nor shall receive payments or other


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