



BHARTI AIRTEL LIMITED REFERENCE INTERCONNECTION OFFER

THIS REFERENCE INTERCONNECTION OFFER (“RIO”) IS

MADE BY: **BHARTI AIRTEL LIMITED (AIRTEL)**, a company incorporated under the Companies Act, 1956 and whose registered office is at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi 110 070, India (“*Airtel*”);

ON: [___ November, 2019]

PURSUANT TO: Regulation 3 (d) of International Telecommunication Access to Essential Facilities at Cable Landing Stations Regulations, 2007 (5 Of 2007) dated June 7, 2007 and the International Telecommunication Cable Landing Stations Access Facilitation Charges and Co-Location Charges (Amendment) Regulations, 2018.

Whereas:

- A. The Telecom Regulatory Authority of India has published International Telecommunication Access to Essential Facilities at Cable landing stations Regulations, 2007 (5 Of 2007) (hereinafter referred to as ‘Regulations’) dated 7th June 2007.
- B. Regulation 3(d) of the Regulations requires every owner of the cable landing station to submit a proposed Reference Interconnection Offer (“RIO”) i.e. a document containing the terms and conditions of Access Facilitation and Co-location facilities for specified international submarine cable capacity in accordance with the provisions of the Regulations (hereinafter referred to as the ‘RIO’) for approval of Authority.
- C. This Reference Interconnect Offer includes the minimum terms and conditions on which AIRTEL will enter into an agreement with the Indian International Telecommunication Entity (hereinafter referred to as ‘IITE’).

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For Bharti Airtel Limited

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For IITE



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REFERENCE INTERCONNECTION OFFER

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For IITE

Reference Interconnect Offer



BHARTI AIRTEL LIMITED
REFERENCE INTERCONNECTION OFFER

THIS AIRTEL REFERENCE INTERCONNECTION OFFER (RIO)

MADE ON: [.....DAY OFMONTH, 2019]

BETWEEN:

(1) **BHARTI AIRTEL LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at a company incorporated under the Companies Act, 1956 and whose registered office is at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi 110 070, India (“*Airtel*”); which expression shall unless repugnant to or inconsistent with the context, mean and include its successors, Affiliates and permitted assigns;

AND

(2) [IITE], a company incorporated under the _____ and having its registered office at _____ which expression shall unless repugnant to or inconsistent with the context, mean and include its successors, Affiliates and permitted assigns;

RECITALS:

- A. Airtel owns, operates and manages Submarine Cable Landing Station situated -

- B. Airtel as the owner of a Cable landing station is under obligation to provide, pursuant to the said Regulations (a) to provide on a fair and non- discriminatory terms and conditions, at its cable landing station, Access Facilitation to any IITE (b) to interconnect specified international submarine cable landing at its cable landing station in India in accordance with the provisions of these Regulations (c) to provide Co-location space, if such Co-location space is required by it for accessing international submarine cable capacity on any submarine cable system.
- C. Airtel is offering the same at Alternate _____
- D. IITE has approached AIRTEL vide its application dated _____ in **Form-I** and/ or **Form -II** along with documents as specified therein.

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- E. Based on the representations made by IITE in the said **Form I** and/ or **Form II** dated , AIRTEL shall provide Access Facilitation and/or Co-location facilities (as the case may be) to the IITE, in terms of the Regulations and on terms and conditions as set out hereunder.
- F. AIRTEL agrees to provide Access Facilitation and/or Co-Location facilities and IITE agrees to takes such facilitation and/or facilities in accordance with the terms and conditions as set out hereunder and the terms of the Regulations.

THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation

1.1.1 General

The main body of this RIO ;

Schedule 1- ACCESS FACILITATION SERVICES

Schedule 2 - COLOCATION SERVICES

- 1.1.2 In the event of an inconsistency between the main body of this RIO, the Schedules, the order of precedence (unless expressly stated to the contrary) shall be as follows:
 - a) the main body of this RIO
 - b) Schedules;
- 1.1.3 Nothing in this RIO affects any statutory rights granted or provisions required, in either case, by statutory law that cannot be waived or limited by contract. If there is a conflict between the terms in this RIO and statutory law, statutory law will prevail.
- 1.1.4 Capitalized terms refer to defined terms as stated in Clause 1.2 below, be they in the body of this RIO or any attachment hereto.
- 1.1.5 In this RIO words importing the singular include the plural and vice versa and words importing one gender includes any other gender.

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- 1.1.6 The headings of Clauses are for ease of reference and shall not affect the construction of this RIO.
- 1.1.7 References in this RIO to Clauses or Schedules are references to Clauses of or Schedules to this RIO.
- 1.1.8 Any reference to any legislation, statute, rule or order shall include its amendment, replacement or re-enactment for the time being in force and any of its by-laws, licences, statutory instruments, rules, Regulations, orders, notices, directions, consents or permissions and any condition attached to them.

1.2 DEFINITIONS

In this RIO the following words will have the meanings specified below:

- a. “Access Facilitation” means provisioning of technical infrastructure to facilitate access to the capacity acquired by an eligible IITE on Indefeasible Right of Use basis or on short-term lease basis from an owner of the submarine cable capacity or a member of consortium owning submarine cable capacity;
- b. “Access Facilitation Charges” means charges payable by the eligible IITE to the AIRTEL for using technical infrastructure facilitating access to the capacity acquired on Indefeasible Right of Use basis or on short-term lease basis from an owner of the submarine cable capacity or a member of consortium owning submarine cable capacity;
- c. “Act” means the Telecom Regulatory Authority of India Act, 1997 (24 of1997) and the Indian Telegraph Act, 1885;
- d. “Alternate location” or “Alternate Site” means the location other than the cable landing station where the AIRTEL provides, access to international submarine cable capacity and such location includes space for collocation of equipment;
- e. “Authority” means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Act;
- f. “backhaul circuit” means a domestic telecom circuit which connects a cable landing station to the infrastructure or equipment of IITE at its premises ;
- g. “Cable landing station” means the location; (i) at which the international submarine cable capacity is connectable to the backhaul circuit; (ii) at which International submarine cables are available on shore, for accessing international submarine cable capacity; and such location

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includes buildings containing the onshore end of the submarine cable and equipment for connecting to backhaul circuits;

- h. “Co-location Facilities” means the facilities at a submarine cable landing station (including building space, power, environment services, security and site maintenance) which may be offered by the AIRTEL to the eligible IITE to facilitate access to the cable landing station of such owner (including installation of co-location equipment);
- i. “Co-location charges” means the charges payable by the eligible IITE based on the type of facilities used, for the purpose of housing the equipment of such eligible IITE, at the premises of AIRTEL which provides the access to its cable landing station, and such charges include charges for providing space, power supply, accessing physical facilities, operation and maintenance of co-location site for the said purpose;
- j. “Co-location lead-time” means the time taken by AIRTEL to make available co-location site to IITE;
- k. “Capacity owner” means an International Telecom Carrier or Foreign Carrier or Indian International Long Distance Operator who owns capacity on the international submarine cable landing at the cable landing station in India;
- l. “eligible IITE” means-- (i) an International Long Distance Operator, holding licence to act as such, and, who has been allowed under the licence to seek access to the international submarine cable capacity in submarine cable system landing at the cable landing stations in India; or (ii) an Internet Service Provider, holding valid international gateway permission or licence to act as such, and, who has been allowed under the licence to seek access to the International submarine cable capacity in submarine cable system landing at the cable landing stations in India;
- m. “Grooming Service” means breaking down higher capacity outputs from the submarine cable at a place or point at which it terminates into the lower capacity channels for connection to the backhaul circuits of IITE;
- n. “International Long Distance Operator” means a service provider or operator who has been granted licence to act as such to provide international long distance service;
- o. Indefeasible Right of Use” means the right to use the Reference Capacity, (i) on long term lease for the period for which the submarine cable remains in effective use; (ii) acquired (including equipment, fibers or capacity) under an agreement entered into between the Capacity owner and an eligible IITE; (iii) in respect of which maintenance cost incurred

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becomes payable in any circumstances during the period of validity of the agreement referred to in sub-clause (i) of this clause; 4

- p. "Licence" means a licence granted or having effect as if granted under section 4 of the Indian Telegraph Act, 1885, (13 of 1885) and Indian Wireless Telegraphy Act, 1933 (17 of 1933);
- q. "Non-recurring Charges" means charges accruing on non-recurring basis and includes, restoration charges, cancellation Charges, initial charges, installation charges, deposits, security payments and/or any other charges on non- periodic basis, as the case may be;
- r. "operation and maintenance charges" means the annual charges,- (i) payable to the AIRTEL by the eligible IITE; (ii) for operation and maintenance of facilities for accessing the capacity of the cable landing station of such owner;
- s. "Recurring Charges" means charges accruing on recurring basis and includes Access Facilitation for Reference Capacity on annual lease basis, Operation and maintenance charges, Co- Location Charges and/or any other charges payable on periodic basis, as the case may be;
- t. "Reference Capacity" means the international submarine cable capacity,-- (i) in the submarine cable system landing at the cable landing station in India; (ii) acquired whether on ownership basis or lease basis by the eligible IITE; (iii) activated by the owner of the submarine cable system or a member or members of consortium of submarine cable system;
- u. "Reference Interconnect Offer" means an offer made by AIRTEL containing the terms and conditions of Access Facilitation and Co-location of equipment published after the approval of the Authority;
- v. "Regulations" means the International Telecommunication Access to Essential Facilities at Cable Landing Stations Regulations, 2007 (5 Of 2007) dated June 7, 2007 and the International Telecommunication Cable Landing Stations Access Facilitation Charges and Co-Location Charges (Amendment) Regulations, 2018;
- w. "Schedule " means the Schedule appended to these regulations;
- x. "specified international submarine cable" means any submarine cable having International submarine cable capacity landing at a cable landing station in India;

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- y. “owner of cable landing station” means a service provider who owns and manages submarine cable landing station in India and has been granted licence to provide international long distance service;

All other words and expressions used in the RIO but not defined, and defined in the Act and the rules and other regulations made thereunder, shall have the meanings respectively assigned to them in the Act or the rules or other regulations, as the case may be.

2 SCOPE OF AGREEMENT

2.1 The following Services are covered by this RIO: -

- a. Access Facilitation to cable landing station and related international submarine cable capacity, in accordance with **Schedule 1**,
- b. Co-Location at Alternate Co-Location Site, in accordance with **Schedule 2**.

3 CONDITIONS PRECEDENT

3.1 Submission of the application **Form- I** for Access Facilitation and /or **Form- II** for Co-Location with all requisite documents as mentioned in said Forms.

3.2 IITE is duly licensed to provide international telecommunications services from and into India under the provisions of the *Indian Telegraph Act, 1885* and the Rules made there under and such licenses are valid and subsisting or an Internet Service Provider, holding valid international gateway permission or licence to act as such, and, who has been allowed under the licence to seek access to the International submarine cable capacity in submarine cable system landing at the cable landing stations in India and undertakes to promptly inform AIRTEL in the eventuality such license cease to remain valid due to any reasons whatsoever;

3.3 As an IITE, the entity seeking Access Facilitation under this RIO undertake to comply with the applicable security and monitoring requirements under its license as per the applicable rules and Regulations notified by the Department of Telecommunications, Government of India(“DoT”) from time to time. IITE covenants with AIRTEL that such IITE shall itself comply with and ensure fulfilling of all terms and conditions of its telecommunication license and the applicable security and monitoring requirements of Government of India and other regulatory or concerned agencies or authorities. IITE understands that the onus of complying with the security and monitoring requirements conveyed by Department of Telecommunication (DoT) from time to time remains with IITE and not with AIRTEL.

3.4 IITE further covenants with AIRTEL that it shall also permit and where required assist, permit and co-operate with AIRTEL, to carry out any and all acts or measures as may be

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necessary to comply with any directions or orders of any regulatory or concerned authority, issued for the purpose of complying with Regulations including any security or monitoring requirements or for any other purposes as such regulatory or concerned authority may have determined.

3.5 IITE undertakes and covenants with AIRTEL that IITE shall comply with the prevailing laws, rules and Regulations in India (including but not limited to the Indian license agreements for international long-distance operators and national long-distance operators, the Indian Telegraph Act, 1885 & the Indian Telegraph Rules, 1951 and Information Technology Act, 2000 and any amendments or replacements made thereto) and any statutory modifications or re-enactments thereof.

3.6 IITE undertakes and covenants to inform AIRTEL within 48 hours if the authorization or commercial arrangement to acquire Reference Capacity on IRU/ Lease basis from Submarine Cable System Owner or a member of the Submarine Cable System Consortium or from concerned Submarine Cable Consortium is terminated.

4 REPRESENTATIONS AND WARRANTIES

Each of THE PARTIES represents and warrants in relation to itself to the other that:

- a. it has all requisite corporate power and authority to execute, deliver and perform its obligations under this RIO and has been fully authorized by all requisite corporate actions to do so;
- b. it has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;
- c. it has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services, and that any IPR provided by a Party will not infringe the marks of any third party;
- d. it will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this RIO;
- e. the execution and performance of this RIO by either of the Parties does not and shall not violate any provision of any existing Agreement with any Party.

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5 CHARGES AND BILLING

5.1 Subject to clause 5.2, IITE shall pay to AIRTEL the Recurring and Non- Recurring Charges for services supplied by AIRTEL to the IITE, as specified from time to time including but not limited to those detailed below:-

NOTE---- Charges have already been decided by TRAI under the regulation and if the charges are lower than the regulation the it shall be mutually agreed between the parties

a) **Access Facilitation Charges (in case of IRU):** In case of IRU, one time Access Facilitation Charges per unit capacity payable as per **Schedule 1.**

b) **Access Facilitation Charges (in case of annualized lease):** In case of lease, recurrent Access Facilitation Charges per annum per unit capacity payable as per **Schedule 1.**

c) **Annual Operation & Maintenance (O&M) charges:** Charges for annual operation and maintenance, for IITE, being access seeker as per **Schedule 1.**

d) **Restoration charges:** In the event of suspension or termination of the licence of IITE, which has been subsequently restored, the Access Facilitation arrangement if discontinued due to such termination or suspension/ disconnection under clause 9 and 10 (as the case may be) may be restored by AIRTEL upon payment of all costs for the purposes of reconnection or restoration of the Access Facilities, as the case may be. Further, if an authorization of IITE or arrangement entered into by it to acquire Reference Capacity on IRU or lease from submarine cable system or from a member of the submarine cable system consortium or from concerned submarine cable consortium, has been earlier withdrawn or rescinded but is subsequently restored, the access facilitation arrangement, if discontinued due to such withdrawal or rescinding may be restored by AIRTEL upon payment of charges as specified in **Schedule 1.**

e) **Cancellation Charges:** In the event IITE fails to acquire number of requested units either due to withdrawing of authorization or rescinding of agreement or any other reasons, IITE shall be liable to pay cancellation charge as specified in **Schedule 1.**

g) **Co-Location charges:** Co-Location charges shall be as per **Schedule 2.**

h) **Misc. Charges:** Any other charges as described in **Schedule 1.**

5.2 Any additional/ further Recurring Charges and Non-recurring Charges for each service shall be payable as stated in **Schedules 1 and 2.**

The schedules of charges appended herein as per **“The International Telecommunication Cable Landing Stations Access Facilitation Charges and Co-Location Charges**

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(Amendment) Regulation, 2018 are strictly without prejudice to our rights and contentions in **Special Leave Petition (SLP) (C) No. 032717 - / 2018 currently pending decision before the Hon’ble Supreme Court.** All the charges / amounts payable under this RIO are **subject to revision, based on the final outcome of the SLP. Airtel reserves its right to claim the differential payments/amounts at the appropriate stage.**

5.3 Payment of all sums due under RIO shall be made within 15 calendar days of the Invoice date. Payment of all sums due under RIO shall be made by electronic transfer, cheque or other method as either Party may reasonably specify from time to time and payment of all such sums shall be made in full for invoiced amounts without any counterclaim and free and clear of any withholding, set-off or deduction; and shall be accompanied by such information as is reasonably required by AIRTEL to properly allocate payments received.

5.4 Without prejudice to its other rights AIRTEL reserves the right to charge interest on all outstanding amounts @ 2% above the prevailing Prime Lending Rate of the State Bank India. For the avoidance of doubt, late payment or default in payment constitutes material breach of term of this RIO.

6 TAXES & PAYMENT

6.1 Both Non-recurring Charges and Recurring Charges are exclusive of Goods and Services tax or similar taxes levied on sales or services where applicable, and any other present or future levy, duties and taxes, including but not limited to withholding taxes, applicable from time to time, which IITE shall liable to pay. The Parties shall be responsible for and pay their own corporation tax, income tax howsoever arising out of their participation in the provisions of this RIO.

7 SECURITY DEPOSIT

7.1 At the time of the execution of this RIO, AIRTEL shall assess the net worth and credit worthiness of IITE and based on the same AIRTEL reserves the right to demand an interest free refundable security deposit amount, which shall in no case exceed 50% of the sum total of all the Recurring Charges to be paid in a calendar year by IITE to AIRTEL for the due performance of the terms and conditions of this RIO. This security deposit amount shall be refundable by AIRTEL to IITE on the termination of this RIO after adjustments of any dues payable by IITE to AIRTEL.

7.2 In case IITE fails to make any payment due to AIRTEL as stated in clause 5, within the stipulated time, AIRTEL reserves the right to recover such payments from the Security Deposit.

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7.3 The Security Deposit may be forfeited by AIRTEL to recover any amount payable by IITE and also in the event of violation of any terms and conditions of this RIO. IITE shall immediately credit the amount debited from the security deposit to ensure that the Security Deposit is never short of the required amount.

8 LIMITATION OF LIABILITY & INDEMNIFICATION OBLIGATIONS

8.1 Notwithstanding anything contained in this RIO, AIRTEL, IITE/or their respective Affiliates, employees, officers and directors will not be liable in any manner whatsoever under this RIO (regardless of whether the claim giving rise to such damages is based upon breach of warranty, breach of contract, tort, negligence, or otherwise), for any indirect, special, exemplary, incidental, punitive, or consequential damages, lost profits, lost savings, lost business opportunity, lost revenue, or lost potential sales, even if foreseeable or even if the other Party has been advised of the possibility of such damages. This clause shall not limit IITE’s obligation to pay any and all properly and undisputed due charges under this RIO.

8.2 Without prejudice to the indemnities granted by IITE to AIRTEL under this RIO, in no event shall AIRTEL’s liability under this RIO be more than the annual amount of payment received as per the payment indicated in **Schedule 1 and 2**, by AIRTEL up until the time the liability arises.

8.3 It is clarified that in no event shall AIRTEL be liable for the breach by IITE of any of its obligations vis-à-vis any third parties. Further, AIRTEL shall not be in any manner be held responsible for breach of contract by IITE with any of its own clients, strategic partners or suppliers or its Affiliates.

8.4 Notwithstanding anything contained in this RIO, AIRTEL shall have no obligation towards IITE or its Affiliates or any third party as regards the Services rendered under this RIO, to the extent the Services are affected by the quality/appropriateness/compatibility of the equipment bought/supplied by IITE or its Affiliates.

8.5 Each Party agrees that this RIO and the services rendered hereunder are subject to the compliance of terms, conditions and restrictions appearing therein and applicable to and are binding on both parties including any statutory modifications or regulatory norms that may be enacted or prescribed from time to time.

8.6 Notwithstanding anything stated herein, AIRTEL shall not be in anyway liable for equipment that has been installed or Spares held at AIRTEL’s Premises, if the same are subsequently lost, damaged or destroyed due to any reason whatsoever.

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8.7 General Indemnity: Each Party shall defend, indemnify and hold harmless the other Party and its respective officers, directors, employees, Affiliates and agents from and against all claims, actions, judgments and Costs, and all related expenses based on:

- a) bodily injury (including death) caused by the indemnifying Party's negligent acts or omissions;
- b) damage to tangible personal or real property, to the extent that such injury or damage arises from the negligence of, or breach of this RIO by, the indemnifying Party in connection with the matters that are the subject of this RIO;
- c) damages arising from damage to or loss of the indemnified Party's Materials, caused by the indemnifying Party;
- d) claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with the indemnifying Party's failure to comply with its regulatory obligations;
- e) any claim or action by a Party's employee(s) against the other Party under occupational health and safety, worker's compensation, provident fund or other applicable laws or Regulations;
- f) any third party claim on account of a breach of confidentiality, Intellectual Property Rights and security of data, including content, occurring as a result of acts of omissions or commission of the Party employees and/or its sub-contractors;
- g) any claim occurring on account of proven gross negligence or wilful misconduct of its employees or subcontractors in relation to this RIO;
- h) any claim occurring on account of default in payment of tax obligation of the other Party.

8.8 IITE shall indemnify, defend, and hold AIRTEL harmless from any and all claims, actions and costs on account of any misuse or unauthorized use of AIRTEL Sites by IITE's Personnel.

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9 SUSPENSION/ DISCONTINUATION OF THE SERVICES

9.1 AIRTEL may suspend this RIO or any Schedule of this RIO or discontinue the facilities/ services by providing notice to IITE if:

- a) the IITE’s Network adversely affects the normal operation of AIRTEL’s Network; or
- b) the IITE’s Network causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of AIRTEL or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of AIRTEL’s Network.
- c) the IITEs fails/neglects to pay any charges/fee under this RIO, after the date on which charges becomes due and payable. Airtel shall discontinue the services by giving a written notice of 15 days to the IITEs.

9.2 AIRTEL may suspend this RIO or any Schedule of this RIO without providing any notice to IITE if:

- a) IITE Network or the supply of a Service under this RIO may pose an imminent threat to life of any employee, personnel, associate, agent etc. or the property of AIRTEL; or
- b) compliance with legal or regulatory obligations requires immediate action; or
- c) continued operation of this RIO would be unlawful or would pose an imminent threat to life or property; or
- d) any material information provided or representation made by IITE to AIRTEL is untrue, false, misleading or inaccurate and has an adverse material impact on AIRTEL in relation to its provision of Services under this RIO ;

10 TERM ,TERMINATION AND RESTORATION

10.1 Term

- a) This RIO shall become effective from date of its execution and shall remain valid for 10 years, unless terminated as per the terms of this RIO.

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- b) Notwithstanding anything contained above, the term of Co- Location arrangement shall be governed by the terms of **Schedule-2**.

10.2 Termination

10.2.1 AIRTEL may terminate the entire RIO forthwith without any notice, on occurrence of any one of the following events: -

- a) if IITE ceases to hold valid licence either by way of termination or suspension;
- b) if the arrangement to acquire Reference Capacity on the IRU or on an annual lease basis, as the case may be, by IITE from a submarine cable system AIRTEL or a member of the submarine cable system consortium or from concerned cable consortium, is terminated.
- c) if continued operation of this RIO would be unlawful or would pose an imminent threat to life or property;
- d) if, in AIRTEL's reasonable opinion, use of any service by IITE is in contravention of any law;
- e) if operation of IITE is not in the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality;

10.2.2 AIRTEL may terminate the entire RIO by giving 15 days' notice, on occurrence of any one of the following events :-

- a) if any charges due and payable by IITE under the RIO remain unpaid for more than Forty Five Days from the date such charges became payable.
- b) if IITE is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or IITE ceases to carry on business, or any action is taken by any creditor of IITE to recover, realise or enforce any security over any assets of IITE or to enforce any judgment against IITE;

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- c) if any material information provided or representation made by IITE to AIRTEL is untrue, misleading or inaccurate and has an adverse material impact on IITE in relation to its provision of services under this RIO ;

10.3 Restoration

10.3.1 In the event of termination or suspension of licence of IITE and its subsequent restoration, AIRTEL shall, on payment of charges as detailed in the Schedules, restore back the Access Facilitation to the IITE, if the same were suspended or terminated on account of such termination or suspension of license.

10.3.2 In the event the authorization or arrangement entered by IITE to acquire Reference Capacity by IRU or lease from submarine cable system or from a member of the submarine cable system consortium or from concerned submarine cable consortium is withdrawn or rescinded and is subsequently restored, AIRTEL shall, on payment of charges as detailed in the Schedules, restore back the Access Facilitation to the IITE, if the same were suspended or terminated on account of such withdrawal of authorization or arrangement.

11 CONSEQUENCES OF TERMINATION

11.1 In the event of termination of this RIO

- (a) IITE shall be liable for all relevant Charges as specified in the Schedules and shall promptly pay upon demand all disconnection costs incurred by AIRTEL and all outstanding charges notwithstanding that IITE may not have received the official bill for payment, capacity or services for whatsoever reason.
- (b) IITE must immediately settle, in accordance with the Schedules, all relevant outstanding Charges and invoices.
- (c) IITE on termination of RIO , must within five (5) Business Days after of such termination, return all property, if any, provided to IITE under or in relation to this RIO, any and all Capacity (as the case may be).
- (d) In case of Co- Location IITE must immediately vacate any licensed space and any other premises owned or controlled by AIRTEL or AIRTEL’s Affiliates on the date of termination.

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(e) IITE right to use AIRTEL's Confidential Information ceases and it must return to AIRTEL all Confidential Information of AIRTEL or AIRTEL's Affiliates or agents that are in Client's possession or control.

11.2 This clause 11 and clauses 4 (Representations and Warranties), 5 (Charges and Billing), 8 (Limitation of Liability and Indemnification Obligations), 13 (Intellectual Property Rights), 15 (Announcements and Confidentiality), 25 (Dispute Resolution) and any indemnity given by IITE will survive expiry or termination of this RIO.

12 FORCE MAJEURE

12.1 Neither Party shall be liable for any breach of this RIO (other than a breach by non-payment) caused by an act of God, insurrection or civil disorder, war or military operations, national emergency, acts or omissions of government, change of law, fire, flood, lightning, explosion, subsidence, industrial dispute of any kind (not involving that Party's employees), acts or omissions of persons or bodies for whom that Party affected thereby is not responsible or any other cause whether similar or dissimilar outside the reasonable control of that Party (force majeure).

12.2 The Party affected by force majeure shall promptly notify the other Party of the estimated extent and duration of any inability to perform its obligations under this RIO (force majeure notification).

12.3 If, as a result of force majeure, the performance by either Party of its obligations under this RIO is only partially affected, such Party shall, nevertheless remain liable for the performance of those obligations not affected by force majeure.

12.4 In the case of either Party making a force majeure notification then:

a) if the force majeure lasts for a continuous period of sixty (60) Calendar Days from the date of the force majeure notification, any obligation outstanding shall be fulfilled by the Party affected by the force majeure as soon as reasonably possible after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; and

b) if the force majeure lasts for more than a continuous period of sixty (60) Calendar Days from the date of the force majeure notification, and such force majeure continues to prevent the affected Party from performing its obligations in whole or in material part, the other Party shall be entitled (but not be obliged) to terminate this RIO by giving not less than thirty (30) Calendar Days' written notice to the other Party after expiry of the said sixty (60) Calendar Days period.

13 INTELLECTUAL PROPERTY RIGHTS

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13.1 Except as otherwise expressly provided in this RIO, all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights (intellectual property) shall remain in the ownership of the person creating or owning the same and nothing in this RIO shall confer or be deemed to confer on either Party any rights or licenses in the intellectual property of the other Party or of any Third Party. Without prejudice to clause 13.1 neither Party shall be entitled to use any trademarks nor service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.

13.2 Each Party shall indemnify the other Party against all liability or loss (including reasonable costs, charges and expenses) directly or indirectly on account of any claim, action, suit or demand arising in connection with any infringement of intellectual property of the other Party and/ or third party.

14 INSURANCE

14.1 IITE warrants that it shall at all times and at its own cost and expense ensure that it is adequately and reasonably insured in respect of the following risks (and shall procure the same in respect of its Personnel) :

- 14.1.1 public liability;
- 14.1.2 employer’s liability; and
- 14.1.3 professional indemnity risks.

15 ANNOUNCEMENTS AND CONFIDENTIALITY

15.1 Subject to the terms of Clause 15.2, neither Party may neither make nor send any public announcement, public circular or public communication relating to this RIO without the prior written consent of the other Party.

15.2 Either Party may make or send public announcements, public circulars or public communications where required by Applicable Law or by any securities exchange or any regulatory or governmental body to which that Party is subject provided that the Party making it shall use reasonable endeavours to consult with the other Party prior to its making or despatch and shall, so far as may be reasonable, take account of the comments of the other Party with respect to its content and the timing and manner of its making or despatch.

15.3 Each of the Parties undertakes not to disclose any Confidential Information to any person other than its Personnel who reasonably need to know such Confidential Information for the purposes of performing the Parties obligations towards each other under this RIO. Such Confidential Information shall be treated as strictly confidential at all times and shall only be used for the purposes contemplated by this RIO. Each Party shall procure that such Personnel

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shall be bound to treat this Confidential Information as strictly confidential at all times and shall not use such Confidential Information for any competitive or commercial advantage.

15.4 The confidentiality restrictions contained in Clause 15.3 shall not apply to Confidential Information:

- 15.4.1 that enters the public domain otherwise than through a breach of this RIO by either Party; or
- 15.4.2 that was lawfully disclosed to either Party ('Recipient') by a third party whom the Recipient had reasonable cause to believe was free to disclose such Confidential Information to it; or
- 15.4.3 where the Recipient can demonstrate to the reasonable satisfaction of the other Party that the Confidential Information was known to the Recipient prior to its being disclosed by the other Party and was not acquired directly or indirectly from that other Party; or
- 15.4.4 that is or has been independently generated by the Recipient; or
- 15.4.5 that is required to be disclosed by Applicable Law or in relation to any Regulatory Permission, any stock exchange Regulations or other governmental authority or regulatory body provided that the Party disclosing the Confidential Information uses all its reasonable endeavours to ensure that the party receiving the Confidential Information maintains the information in the strictest of confidence and does not use it except for the purposes for which the disclosure is made.

16 ASSIGNMENT

16.1 IITE shall not assign its rights and remedies nor transfer its obligations under this RIO without the prior written consent of AIRTEL. In any event, any assignment or transfer shall not operate to relieve the assigning party of any of its obligations here under, nor will any such assignment impose any obligation on the assignee except in the case of an express written assumption by the assignee.

17 WAIVERS

17.1 No failure on the part of either Party to exercise, and no delay on its part in exercising, any right or remedy under this RIO will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof under this RIO or the exercise of any other right or remedy. The rights and remedies provided in this RIO are cumulative and not exclusive of any other rights or remedies (provided by law).

17.2 Any consent or waiver by a Party under any provision of this RIO must be in writing signed by the Party or Parties to be so bound. Any such waiver or consent may be given subject to

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any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given after due approval of the Authority.

18 SERVING OF NOTICES AND COMMUNICATIONS

18.1 All notices, demands or other communications required or permitted to be given or made under or in connection with this RIO shall be in writing and shall be sufficiently given or made if:

- (a) delivered by hand, at the time of delivery; or
- (b) sent by pre-paid registered post, on the third Business Day after posting; or
- (c) sent by legible facsimile transmission, on receipt by the sender of an acknowledgement or transmission report generated by the device or machine from which the facsimile was sent.

If to AIRTEL:

BHARTI AIRTEL LIMITED
 6th Floor, Airtel Centre,
 Plot No 16, Udyog Vihar, Phase IV
 Gurugram- 122016
 Attn: Chief Regulatory Officer

and its Copy at;

Bharti Crescent, 1,
 Nelson Mandela Road,
 Vasant Kunj,
 Phase II, New Delhi 110 070, India

If to IITE: [Insert address]
 Attn:

18.2 Unless otherwise specified, all notices, demands or other communications required or permitted to be given or made under or in connection with this RIO made under clause 18.1

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received by a Party on a day not being a Business Day, will be deemed to be received the next Business Day.

18.3 Either Party may from time to time notify the other Party of a change of address or facsimile number.

18.4 Either Party may from time to time notify the other Party of changes to the details of their respective contacts.

19 ENTIRE AGREEMENT

19.1 This RIO represents the entire understanding between the Parties concerning the provision of the Services.

19.2 This RIO together with its Schedules supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this RIO.

20 GOOD FAITH AND NON-EXCLUSIVITY

20.1 Each of the Parties agrees that it will act in good faith in relation to the other Party with respect to all matters relating to or contemplated by this RIO.

20.2 Notwithstanding any provisions of this RIO, neither Party shall be prohibited in any way whatsoever from entering into an agreement with another person for similar services.

20.3 Notwithstanding anything mentioned in this RIO, the services offered by AIRTEL to IITE shall be subject to Technical feasibility and reasonable endeavours of AIRTEL.

21 PARTIAL INVALIDITY

21.1 If any provision of this RIO shall be held to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of this RIO, or the application of such provision to other situations or circumstances shall not be affected, and the Parties agree to amend this RIO to reflect the original intention of the Parties and/or the directions of the Authority (where applicable) to the extent permissible by such applicable law.

22 COSTS AND EXPENSES

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22.1 The Parties agree to bear their own legal and other costs incurred in relation to the preparation, negotiation and execution of this RIO and all documents contemplated by it, except where this RIO or those other documents expressly provide to the contrary.

23 INDEPENDENT CONTRACTORS AND AGENCY

23.1 Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents). Neither Party is authorized and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in this RIO shall be deemed to constitute a partnership between the Parties.

24 GOVERNING LAW

24.1 The interpretation, validity and performance of this RIO shall be governed in all respects by the laws of India.

25 DISPUTE RESOLUTION

25.1 Without derogation from the Dispute Parties' submission to arbitration under this Clause 25, as a preliminary step in order to avoid conflict and maintain good relations, any Dispute may be referred (at the option of any Dispute Party, by notice in writing to the other Party) to the chief executive officer of both Parties in order to determine an amicable solution can be exercised by the Dispute Parties. If no amicable solution is arrived at by the parties within 45 days of the date of such notice in writing of referral, any Dispute Party shall be entitled to resolve the Dispute by arbitration in accordance with this Clause 25.

25.2 Any dispute, difference, controversy or claim ('Dispute') of any kind whatsoever between the Parties arising under, out of or in connection with this RIO (including without limitation, any question regarding its existence, validity or termination) shall be referred to arbitration in accordance with the Rules of the Arbitration and Conciliation Act, 1996 as in force on the date of this RIO and as amended hereby and:

25.2.1 there shall be three arbitrators;

25.2.2 the place of the arbitration shall be New Delhi; and

25.2.3 the language of the arbitration shall be in English.

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25.3 Each party shall appoint an arbitrator each (who shall not be an employee, director, consultant of, or adviser to, either Dispute Party) and two appointed arbitrators shall appoint the third arbitrator and failing agreement between the Dispute Parties within 14 days of the notice of a Dispute, the arbitrators shall at the request of either party be appointed in accordance with the provisions of Arbitration and Conciliation Act, 1996.

25.4 The award rendered in any arbitration commenced hereunder shall be final and conclusive and judgment thereon may be entered in any court having jurisdiction for its enforcement.

25.5 Nothing in this Clause 25 prevents either Party from seeking urgent or interlocutory relief from or against the other Party by reason of the breach by such other Party of its obligations under this RIO.

26 APPLICABLE DATA PROTECTION LEGISLATION

26.1 Each Party shall at all times throughout the term of this RIO comply with the applicable provisions and obligations imposed by the Data Protection Legislations and to the extent applicable to the parties.

27 AMENDMENTS

27.1 This RIO will be automatically amended in accordance with any amendments approved or required by the Authority to AIRTEL RIO from time to time.

27.2 Any variation to this RIO will only be valid if any such variation is made in writing and agreed by the Parties and approved by Authority.

28 ETHICS AND CODE OF CONDUCT

28.1 The parties will conduct all its dealings in a very ethical manner and with the highest business standards.

28.2 The Parties will provide all possible assistance to each other in order to investigate any possible instances of unethical behavior or business conduct violations by an employee of the other. Either Party will disclose forthwith any breach of these provisions that comes to their knowledge to allow for timely action in their prevention and detection.

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28.3 IITE will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with AIRTEL. Any instances of such violations will be viewed in a serious manner and AIRTEL reserves the right to take all appropriate actions or remedies as may be required under the circumstances.

29 COUNTERPARTS

29.1 This RIO may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each of the Parties has executed at least one counterpart.

29.2 Each counterpart shall constitute an original of this RIO, but all the counterparts shall together constitute but one and the same instrument.

Their duly authorised representatives have signed this RIO on behalf of the Parties on the Effective Date written below.

AGREED BY
BHARTI AIRTEL LIMITED

AGREED BY
[IITE]

Signature:

Signature:

Name:

Name:

Date:

Date:

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For Bharti Airtel Limited

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For IITE



SCHEDULE-1

**ACCESS FACILITATION SERVICES
ACCESS PROVISIONING AND FACILITATION PROCEDURES**

I. DEMAND FOR ACCESS TO REFERENCE CAPACITY

- (1) On execution of the RIO, AIRTEL shall initiate the provisioning of the Access Facilitation for IITE; however the same shall be subject to receipt of Charges from IITE for the same, within 5 days of execution of the Agreement.
- (2) In event IITE requires Backhaul Circuit facility from AIRTEL, it shall within ten days of execution of the RIO, approach AIRTEL for the same, to enable parties to agree on terms and conditions, including but not limited to testing procedures, for conducting necessary tests so that the backhaul circuit remains in a state of readiness for utilization of capacity before the tests for Reference Capacity provisioning are carried out.
- (3) In the event IITE takes Backhaul Circuit from a service provider who has been granted license to provide basic service or cellular mobile telephone service or national long distance service, or international long distance service, AIRTEL shall facilitate the provision of technical infrastructure between the IITE's Capacity and the said service provider's Co-location equipment for provisioning of backhaul circuit.

II. TESTING AND COMMISSIONING OF REFERENCE CAPACITY

- (1) AIRTEL upon successful testing of the backhaul circuit shall take all necessary steps including testing of links, to interconnect the Reference Capacity to the Backhaul Circuit or equipment of the service providers co- located at the Alternate Co-Location Site or at a Virtual Co-location.
- (2) In the event that the Reference Capacity has to be provisioned from the Cable Landing Station to another intercity location in India or any other submarine cable station with in India, AIRTEL and IITE shall conduct necessary tests, as per the testing procedure within ten days or as may be mutually agreed.
- (3) AIRTEL shall allow IITE to provide Grooming Services at the cable landing station.

III. CAPACITY UP-GRADATION

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In case the capacity up-gradation is required to be provided for Access Facilitation to international submarine cable capacity at cable landing station, AIRTEL, on receipt of request for such up-gradation and payment of charges for such up-gradation from the IITE, shall make reasonable endeavours for the up-gradation as per mutually agreed terms and conditions including time frame for such up-gradation.

IV. PERIODIC MAINTENANCE

- (1) AIRTEL shall after giving 3 days' notice to the IITE, conduct periodic maintenance on its equipment located in the cable landing station.
- (2) AIRTEL shall also undertake emergency maintenance of its equipment located in the cable landing station, without any notice to IITE.
- (3) AIRTEL reserves its right to suspend the Access Facilitation and other services to IITE during the maintenance and IITE shall not be liable for any loss, claims or damages on account of suspension of the service for the same.

V. CHARGES

SCHEDULE OF CHARGES

ANNUAL ACCESS FACILITATION CHARGES*

TABLE-I

ANNUAL ACCESS FACILITATION CHARGES AT CABLE LANDING STATIONS*

Sl. No.	Per Unit Capacity	Access Facilitation Charges per unit capacity per annum (in Rs.)
(i)	STM-1	36,000
(ii)	STM-4	93,000
(iii)	STM-16	2,40,000
(iv)	STM-64	6,25,000

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TABLE-II

ANNUAL ACCESS FACILITATION CHARGES AT ALTERNATE LOCATION*

Sl.No.	Per Unit Capacity	Access Facilitation Charges Per Unit Capacity Per Annum (In Rs.)
(i)	STM-1	1,11,000
(ii)	STM-4	2,88,000
(iii)	STM-16	7,50,000
(iv)	STM-64	19,50,000

ANNUAL OPERATION AND MAINTENANCE CHARGES FOR CAPACITY PROVIDED ON IRU BASIS

TABLE-III

ANNUAL OPERATION AND MAINTENANCE CHARGES AT CABLE LANDING STATIONS FOR CAPACITY PROVIDED ON IRU BASIS *

Sl.No.	Per Unit Capacity	Operation and Maintenance Charges Per Unit Capacity Per Annum (In Rs.)
(i)	STM-1	19,000
(ii)	STM-4	48,000
(iii)	STM-16	1,24,000
(iv)	STM-64	3,23,000

TABLE-IV

ANNUAL OPERATION AND MAINTENANCE CHARGES AT ALTERNATE LOCATION FOR CAPACITY PROVIDED ON IRU BASIS*

Sl.No.	Per Unit Capacity	Operation and Maintenance Charges Per Unit Capacity Per Annum (In Rs.)
(i)	STM-1	58,000
(ii)	STM-4	1,50,000
(iii)	STM-16	3,89,000

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(iv)	STM-64	10,10,000
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*The schedules of charges appended herein in terms of “**The International Telecommunication Cable Landing Stations Access Facilitation Charges and Co-Location Charges (Amendment) Regulation, 2018** are strictly without prejudice to our rights and contentions in **Special Leave Petition (SLP) (C) No. 032717 - / 2018** currently pending decision before the Hon’ble Supreme Court. All the charges / amounts payable under this RIO are **subject to revision, based on the final outcome of the SLP. Airtel reserves its right to claim the differential payments/amounts basis the finality attained in the aforementioned matter or any other matter filed with respect to the charges mentioned hereinabove.**

CANCELLATION AND RESTORATION CHARGES

The cancellation and restoration charges for a particular unit capacity shall be levied by Airtel and each of these charges shall be subject to a ceiling of ten percent of the Access Facilitation Charges specified for that unit capacity or one lakh rupees per unit capacity, whichever is lower.

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SCHEDULE- 2
CO-LOCATION SERVICES
ALTERNATE CO-LOCATION SITE AND CO-LOCATION SPACE I.

PURPOSE

- (1) The Co-location space shall be used by IITE for the purpose of accessing submarine cable capacity in the cable landing station.
- (2) The equipment of IITE installed at the Co-location space may be used for:
 - (a) to interconnect to the cable landing station for provisioning of Backhaul Circuit;
 - (b) extending the Reference Capacity to the Point of Presence or premises of IITE.

II. ALLOCATION OF ALTERNATIVE CO-LOCATION SPACE

- (1) The charges relating to Alternate Co-Location Site for interconnecting link to the cable landing station shall be exclusively borne by the IITE.

III. ADDITIONAL CO-LOCATION SPACE AND CO-LOCATION EQUIPMENT

- (1) If IITE intends to replace, modify or re arrange any of its Co-location equipments in the Co-location space or install additional Co-location equipment in the Co-location space, it shall submit a request in writing to AIRTEL for such modification, rearrangement or additional Co-location equipment or replacement, as the case may be and AIRTEL shall intimate, within ten days of receipt of such request, its decision for such replacement, modification or re-arrangement.
- (2) IITE shall, upon receipt of acceptance from AIRTEL for such request made under Para (1), modify, rearrange or replace, as the case may be, any of its Co-location equipment in the Co-location space or install additional Co- location equipment in the Co-location space after making payment of all charges and fulfilment of other requirements.

IV. INSTALLATION OF CO-LOCATION EQUIPMENT BY IITE

The IITE, shall install its Co-location equipment in the Co-location space as may be mutually agreed upon between it and AIRTEL, in accordance with the Co- location

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equipment installation and maintenance procedures/ guidelines specified in **Part-1** of this Schedule.

V. AUTHORIZATION FOR PHYSICAL ACCESS FOR CO-LOCATION SPACE AT CABLE LANDING STATION.

IITE shall communicate, the names of its personnel in the Form specified in the **Part-3** of this Schedule to AIRTEL who shall allow them access to the Co-location space and issue the authorization for physical access in the Form specified in the **Part-2** of the Schedule.

VI. PROHIBITION TO SUB-LEASE THE CO-LOCATION SPACE

IITE shall not assign this RIO in respect of or sub-let the Co-location space and Alternate Co-location Site.

VII. TERMINATION OF ARRANGEMENT OF CO-LOCATION SPACE

- (1) AIRTEL may, in the event of closure of Alternate Co-location Site or the expiry of the lease of Reference Capacity, terminate the arrangement of Co-location space, after giving to IITE a notice, in writing, of not less than six months from such closure or before the expiry of the lease of Reference Capacity, as the case may be, and such termination of the lease of co-location space shall take effect from the date specified in the notice.
- (2) AIRTEL may terminate the arrangement of Co-location space, if-----
 - (a) IITE ceases to hold valid licence or the licensor directs, in the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality or for any other reason, the termination of such arrangement;
 - (b) IITE uses or allows to be used the Co-location space in contravention of the Regulations or directions issued under the Act or any other law for the time being in force or in contravention of the terms of the licence;
 - (c) IITE removes or abandons its Co-location equipment or keeps such space idle for a period of more than ninety days;
 - (d) the Co-location space has become unsafe or unsuitable for the purpose of accessing facilities under these Regulations;

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Provided that AIRTEL shall not terminate the arrangement of Co-location space under clauses (b) to (d) unless a notice of not less than ten days had been given to the IITE.

- (3) Upon termination of the arrangement of Co-location space on request by the IITE, prior to the expiry of the term of this arrangement, the following charges shall be payable by the IITE, namely:-
 - (a) Co-location charges payable for a period not exceeding six months;
 - (b) Outstanding pro-rata site preparation work charges.
- (4) Subject to the provisions contained in Para (3), AIRTEL may, at any time, by giving notice of not less than ten days to the IITE, terminate the arrangement of Co-location space if IITE fails to complete the installation of its Co-location equipment within ninety days.
- (5) If IITE fails to complete installation of its Co-location equipment due to circumstances beyond its reasonable control, it shall intimate such circumstances to AIRTEL who shall make reasonable endeavors grant an extension of reasonable time for installation of its Co-location equipment to the IITE.
- (6) If the IITE, upon termination of the arrangement under Para (1), fails to discontinue the use of its Co-location equipment and remove its Co- location equipment, AIRTEL may remove the Co-location equipment and restore the Alternate Co-location Site to its original condition.
- (7) Upon expiry or termination of the arrangement of Co-location space of the IITE, it shall pay to AIRTEL all reasonable costs, connected with the work undertaken for restoration under Para (6) after removal of co-location equipment (including the disposal of the Co-location equipment).
- (8) Upon expiry or termination of the arrangement of Co-location space of the IITE, any physical access granted to the Alternate Co-location Site shall stand withdrawn forthwith.
- (9) In case IITE requires restoration of co-location facilities already terminated, it may make a request to AIRTEL which shall undertake reasonable endeavours and make all efforts to get the co-location facilities restored to the IITE.
- (10) Without prejudice to the rights of AIRTEL specified in Para (2), IITE may negotiate with AIRTEL or Member of the Consortium of submarine cable system, as the case

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may be, for any restoration arrangement including alternate transmission medium, if necessary.

VIII. NO OBLIGATION OF AIRTEL TO PLACE CO-LOCATION EQUIPMENT OF IITE ADJACENT TO EACH OTHER

AIRTEL shall endeavour to accommodate any reasonable request by the IITE for adjacent placement of its Co-location equipment adjacent to each other but such request shall not confer any right upon IITE for adjacent placement of its Co-location equipment and the Co-location space allocated and the actual placement of the Co-location equipment as determined by AIRTEL shall be final.

IX. CO-LOCATION CHARGES AND PAYMENT TERMS

- (1) The Co-location charges shall be payable, by IITE who has been provided Co-location by AIRTEL, to AIRTEL within five days of entering into RIO.
- (2) The Co-location charges shall be such payable as per this Schedule provided that the Authority may specify, by other Regulations made by it under the Act, such Co-location charges which shall be payable IITE.
- (3) The Co-location charges shall be payable by IITE as per time schedule as may be mutually agreed upon by the parties.
- (4) AIRTEL shall upon receipt of all charges and upon fulfilment of other requirements under of this Schedule including but not limited to those mentioned in RIO, provide the Co-location facility at its cable landing station to IITE.

X. SCHEDULE OF CHARGES

CO-LOCATION CHARGES :**

Sl.No.	Description	Co-location Charges Per Rack (Rack space= 16 sq.ft.) Per Annum (In Rs.)
(i)	For Mumbai	6,00,000 (upto 2KW Power)
(ii)	For cities other than Mumbai	4,00,000 (upto 2KW Power)

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For IITE



**** The schedules of charges appended herein in terms of the “The International Telecommunication Cable Landing Stations Access Facilitation Charges and Co-Location Charges (Amendment) Regulation, 2018 are strictly without prejudice to our rights and contentions in Special Leave Petition (SLP) (C) No. 032717 - / 2018 currently pending decision before the Hon’ble Supreme Court. All the charges / amounts payable under this RIO are subject to revision, based on the final outcome of the SLP. Airtel reserves its right to claim the differential payments/amounts basis the finality attained in the aforementioned matter or any other matter filed with respect to the charges mentioned hereinabove.**

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PART- 1

CO-LOCATION EQUIPMENT INSTALLATION AND MAINTENANCE GUIDELINES:

1. INSTALLATION OF EQUIPMENT AT CO-LOCATION SPACE

1.1 Installation of Co-location equipment

(a) Prior to commencing installation of its Co-location equipment, the IITE, being access seeker must submit detailed installation plans and installation schedule.

(b) The IITE, being access seeker, must ensure that the floor loading of its Co- located equipment shall be limited to as specified by AIRTEL. The IITE, being access seeker shall certify that the floor loading limit will not exceed as specified.

(c) The IITE, being access seeker must install its Co-location equipment in the Co-location space within ninety days after the final site inspection or as mutually agreed. If the IITE, being access seeker, failure to complete installation is attributable to circumstances beyond the reasonable control of IITE, AIRTEL will grant a reasonable extension of time for installation to the IITE, at his request. IITE, being access seeker, request under this clause must describe the circumstances beyond its control and such request must be received prior to the expiry of the aforementioned ninety days period.

(d) The IITE, being access seeker must not locate equipment other than Co- location equipment in the Co-location space.

1.2 Optical Fibre Cable

Unless otherwise agreed by the parties, the IITE, being access seeker, must not install more than two physical optical fibre cables in the Co-location space and up to the lead-in manhole outside Co-location space.

1.3 Power & Earth

AIRTEL shall, if the IITE, being access seeker so desires, designate and provide the Exchange Earth and Power Distribution Point for the IITE. The IITE, being access seeker, shall pay AIRTEL the charges for the provision of the Exchange Earth and power installation and termination in accordance with AIRTEL published Co-location charges.

1.4 Interference

Each Party shall ensure that its Co-location equipment does not cause any interference to the other Party’s equipment, plant, facilities, Networks and the equipment of other occupying IITE, being access seeker, in the Co-location space, including when installing equipment. In the event of any interference, the parties shall take in good faith reasonable measures to resolve the problem

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promptly. Where the IITE’s equipment is causing interference to existing equipment and the interference cannot be resolved, IITE shall remove the source of interference immediately.

1.5 Standard Operating Procedures and Safety

(a) Regarding the installation, operation and maintenance of its Co-located equipment located in the Co-location space, the IITE, being access seeker, must comply with AIRTEL Standard Operating Procedures for Co-location space and any written instructions, which are provided to IITE by AIRTEL.

(b) Regarding the physical access to the Co-location space, IITE shall comply with AIRTEL Standard Physical Access Procedures as amended from time to time and any written instructions, which are provided to IITE by AIRTEL.

(c) AIRTEL will get the Co-location space inspected by its representatives/staff to which access has been approved for the installation, modification, replacement or addition of the equipment to verify that the IITE, being access seeker, is undertaking the installation, modification, maintenance, operation, replacement or addition of the equipment in accordance with the plan and such other written instructions provided to the IITE.

(d) The IITE, being access seeker, shall consult with and obtain the consent of AIRTEL before carrying out any hacking or drilling work on the floor, wall and ceiling slabs.

(e) No work shall be performed by the IITE, being access seeker, on any of equipment, facilities, plant or Networks including, but not limited to earth bars and Power Distribution Points/boards of AIRTEL.

(f) AIRTEL staff shall carry out all the facilitation/ provisioning of the IITE, being access seeker, Co-location equipment to AIRTEL earth bars and Power Distribution Points/boards. Charges for the work shall be borne by the IITE, as set out in AIRTEL published Co-location charges.

(g) Where, during the course of installation, operation, maintenance, replacement or repair of its Co-located equipment the IITE, being access seeker, causes any damage to AIRTEL Co-location site, plant, network, equipment or facilities, the IITE, being access seeker, must report the damage immediately to AIRTEL. AIRTEL shall rectify the damage in any way it deems fit, the cost and expense thereof shall be borne by the IITE, being access seeker.

1.6 Final Inspection

(a) Upon completion of the installation of the Co-location equipment in the Co- location space, IITE, being access seeker, shall advise AIRTEL and request AIRTEL to conduct a final inspection and confirm that the installation conforms to the approved detailed installation plans.

(b) Where the final inspection reveals that the installation does not materially conform to the approved detailed installation plans; AIRTEL shall notify the IITE, being access seeker. The

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For IITE



IITE, being access seeker must reinstall or take other appropriate corrective action within ten (10) working days of notification, or such other time as is otherwise agreed.

(c) If the IITE, being access seeker, fails to reinstall or take the appropriate corrective action referred to in clause 1.6 (b) above, AIRTEL may take appropriate corrective action including removal of the IITE’s Co-location equipment. The reasonable costs for the corrective action shall be borne by the IITE, being access seeker.

2. MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE

2.1 The IITE, being access seeker, shall be responsible for the operation and maintenance of its Co-location equipment or as mutually agreed with AIRTEL.

2.2 If a fault, defect or problem with the Co-location equipment of the IITE, being access seeker, causes damage to the Co-location space or facilities of AIRTEL, the IITE, being access seeker must:

- (a) notify AIRTEL as soon as practicable; and
- (b) repair the fault, defect or problem or take other appropriate corrective action immediately.

2.3 The Co-location equipment must only be used by the IITE, being access seeker, for the purpose of connecting the IITE’s Network to access Reference Capacity on specified international submarine cable at cable landing station under this Schedule for provisioning of backhaul circuit.

2.5 Compliance

(a) The IITE, being access seeker, must ensure that its employees, agents and approved subcontractors comply with the provisions of this document including all reasonable procedures and directions of AIRTEL as notified from time to time.

(b) The IITE, being access seeker, must comply with all laws, standards, authorizations and leases when performing works.

(c) The IITE, being access seeker, must ensure that it has all necessary permits, approvals and leases from any person, governmental, regulatory or relevant authority in order to perform works or provide service.

d) The IITE, being access seeker, will vests no right, title or proprietary interest in the Co-location site.

2.8 Marking of Equipment

The Co-location equipment must be marked by the IITE, being access seeker, to clearly indicate that it is leased by the IITE, and in such manner as AIRTEL may reasonably direct.

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For IITE



PART- 2

FORM OF LETTER OF AUTHORIZATION FOR PHYSICAL ACCESS TO CO-LOCATION SPACE

This Letter of Authorization is issued in conjunction with the final approval given to the request application via reference _____ date

It must be carried in the possession of the designated supervisor/person at all time during the period of access granted to the Co-location space as indicated below

Location of Co-location space granted for access: [Location / Building name]

Photo identity

- 1. Approved date of access
- 2. Approved time of access
- 3. Approved duration of access

On behalf of AIRTEL Signature

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Name

Contact phone number.....

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For Bharti Airtel Limited

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Signatures
For IITE



PART- 3
FORM OF NAME AND DETAILS OF PERSONNEL TO BE AUTHORIZED

Sl.No.	Name of the Persons/ Representatives/ Contractor of IITE (access seeker)	Identity Card No.	Contact Tel. No.	Fax No.
1				
2				
3				
4				
-				

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Signatures
For Bharti Airtel Limited

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Signatures
For IITE