



## MOHAMED SATHAK A J COLLEGE OF ENGINEERING

Sponsored by Mohamed Sathak Trust

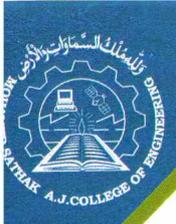
(Approved by AICTE, New Delhi and Affiliated to Anna University, Chennai)

Siruseri IT Park, Egattur, Chennai 603 103

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PRINCIPAL  
MOHAMED SATHAK A.J.COLLEGE OF ENGINEERING  
34, Rajiv Gandhi Road (OMR), Siruseri, IT Park  
Chennai-603 103.



# MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING

(Approved by AICTE, New Delhi and Affiliated to Anna University, Chennai) ISO 9001:2015 Certified Institution.

Dr. K. S. Srinivasan M.E., Ph.D

PRINCIPAL

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that the bandwidth of the internet connection in the institution is as follows.

Sl. No.	Description	Bandwidth
1	Internet Leased Line 1=1	100 Mbps

PRINCIPAL

PRINCIPAL

MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING  
34, Rajiv Gandhi Road (OMR), Siruseri, IT Park  
Chennai-603 103.



📍 No:34, Rajiv Gandhi Road (OMR), IT Highway, Inside SIPCOT IT Park, Siruseri, Chennai - 603 103.

☎ 044-2747 0021, 2740 2970 📠 044-2747 0022 ✉ principal@msajce-edu.in 🌐 www.msajce-edu.in

MSAJCE



**MOHAMED SATHAK A J COLLEGE OF ENGINEERING**

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(Approved by AICTE, New Delhi and Affiliated to Anna University, Chennai)

Siruseri IT Park, Egattur, Chennai 603 103

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**BILLS OF INTERNET  
CONNECTION**

**PRINCIPAL**  
**MOHAMED SATHAK A.J.COLLEGE OF ENGINEERING**  
34, Rajiv Gandhi Road (OMR), Siruseri, IT Park,  
Chennai-603 103.

<b>Billing Address :</b>		<b>Invoice No</b>	OPTCPL-ILL-55
MOHAMED SATHAK A.J COLLEGE OF ENGINEERING 34, Rajiv Gandhi Salai, (OMR), Siruseri IT Park, Siruseri, Chennai 603103		<b>Invoice Date</b>	02 Jan 2021
<b>Contact No :</b>	9941344444	<b>Due Date</b>	02 Jan 2021
<b>Mail :</b>	khalid@eternaautomation.com	<b>Billing Period</b>	01 Jan 2021 to 30 Mar 2021
		<b>User Name</b>	MSEC CHENNAI
		<b>Plan Name</b>	100 Mbps
		<b>customer Type</b>	Business

Previous A	Payments B	Adjustments C	Balance amt D=A-(B+C)	Current Bill E	Amount Payable F=D+E	Other Payments
Rs. 0.00	Rs. 0.00	Rs. 0.00	0.00	155760.00	155760.00	0.00

S:No	Particular	HSN/SAC	Amount
1	INTERNET LEASED LINE 1=1 – 100 MBPS 01 Jan 2021 to 30 Mar 2021	99842	Rs. 132000.00
<b>Sub Total</b>			Rs. 132000.00
<b>CGST</b>			9.00% Rs. 11880.00
<b>SGST</b>			9.00% Rs. 11880.00
<b>Grand Total</b>			Rs. 155760.00

Late Fee shall be levied in the next bill @ 2% of the outstanding amount after payment due to date. Min late fee is Rs.10

**Terms and Conditions:**

1. Payment to be made by cash/ Cheque directly to ONEPIPE TELECOM PRIVATE LIMITED/ Or through their authorized Franchise
2. ONEPIPE TELECOM PRIVATE LIMITED reserves the right to suspend service in case of non payment by due date. The customer shall be responsible continue to be liable for the charges during any period of suspension
3. ONEPIPE TELECOM PRIVATE LIMITED reserves the right to change, the terms and conditions of the contract by giving notice of change from time to time.

GST No: 33AADCO1105G1Z4

Name: MOHAMED SATHAK A.J COLLEGE OF  
User Name: MSEC CHENNAI  
Invoice No: OPTCPL-ILL-55  
Invoice Date: 02 Jan 2021  
Due Date: 02 Jan 2021  
Billing Period: 01 Jan 2021 to 30 Mar 2021  
Amt due Rs.: Rs. 155760.00



**PRINCIPAL**

MOHAMED SATHAK A.J.COLLEGE OF ENGINEERING  
34, Rajiv Gandhi Road (OMR), Siruseri, IT Park  
Chennai-603 103.

To make payments crossed Cheque/DD/Pay order in favour of ONEPIPE TELECOM PRIVATE LIMITED

Cheque/DD/Payorder no: \_\_\_\_\_, Amount : \_\_\_\_\_, Dated: \_\_\_\_\_  
Bank Name: \_\_\_\_\_, Branch : \_\_\_\_\_  
Cash Received by : \_\_\_\_\_, Signature : \_\_\_\_\_  
Franchise / Eng. Name: \_\_\_\_\_, Seal : \_\_\_\_\_

ONEPIPE TELECOM PRIVATE LIMITED,  
No. 98, Raahat Plaza, 172, Arcot Road, Vadapalani, Chennai, Tamil Nadu, India, Pincode - 600 026. Customer Care No.  
+91 44 43055666

Powered by ONEPIPE TELECOM PRIVATE LIMITED

This is a computer generated invoice and no signature is required.

**INVOICE**

<b>Billing Address :</b> MOHAMED SATHAK A.J COLLEGE OF ENGINEERING 34, Rajiv Gandhi Salai, OMR, Siruseri IT Park, Siruseri, Chennai 603103		<b>Invoice No</b> OPTCPL-ILL-4758
<b>Contact No :</b> 9941344444		<b>Invoice Date</b> 27 May 2021
<b>Mail :</b> khalid@eternaautomation.com		<b>Due Date</b> 27 May 2021
		<b>Billing Period</b> 01 Apr 2021 to 30 Jun 2021
		<b>User Name</b> MSEC CHENNAI
		<b>Plan Name</b> 100 Mbps
		<b>customer Type</b> Business

Previous A	Payments B	Adjustments C	Balance amt D=A-(B+C)	Current Bill E	Amount Payable F=D+E	Other Payments
Rs. 0.00	Rs. 0.00	Rs. 0.00	Rs. 0.00	Rs. 148385.00	Rs. 148385.00	0.00

S:No	Particular	HSN/SAC	Amount
1	INTERNET LEASED LINE 1=1     100 MBPS	99842	Rs. 125750.00
<b>Sub Total</b>			Rs. 125750.00
<b>CGST</b>			9.00% Rs. 11317.50
<b>SGST</b>			9.00% Rs. 11317.50
<b>Grand Total</b>			Rs. 148385.00

Late Fee shall be levied in the next bill @ 2% of the outstanding amount after payment due to date. Min late fee is Rs.10

**Terms and Conditions:**

1. Payment to be made by cash/ Cheque directly to ONEPIPE TELECOM PRIVATE LIMITED/ Or through their authorized Franchise
2. ONEPIPE TELECOM PRIVATE LIMITED reserves the right to suspend service in case of non payment by due date. The customer shall be responsible continue to be liable for the charges during any period of suspension
3. ONEPIPE TELECOM PRIVATE LIMITED reserves the right to change, the terms and conditions of the contract by giving notice of change from time to time.

GST No: 33AADCO1105G1Z4

Name: MOHAMED SATHAK A.J COLLEGE OF  
User Name: MSEC CHENNAI  
Invoice No: OPTCPL-ILL-4758  
Invoice Date: 27 May 2021  
Due Date: 27 May 2021  
Billing Period: 01 Apr 2021 to 30 Jun 2021  
Amt due Rs.: Rs. 148385.00

  
**PRINCIPAL**  
**MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING**  
34, Rajiv Gandhi Road (OMR), Siruseri, IT Park  
Chennai - 603 103.

To make payments crossed Cheque/DD/Pay order in favour of ONEPIPE TELECOM PRIVATE LIMITED

Cheque/DD/Payorder no: \_\_\_\_\_, Amount : \_\_\_\_\_, Dated: \_\_\_\_\_  
Bank Name: \_\_\_\_\_, Branch : \_\_\_\_\_  
Cash Received by : \_\_\_\_\_, Signature : \_\_\_\_\_  
Franchise / Eng. Name: \_\_\_\_\_, Seal : \_\_\_\_\_

ONEPIPE TELECOM PRIVATE LIMITED,  
No. 98, Raahat Plaza, 172, Arcot Road, Vadapalani, Chennai, Tamil Nadu, India, Pincode - 600 026. Customer Care No.  
+91 44 43055666

Powered by ONEPIPE TELECOM PRIVATE LIMITED  
This is a computer generated invoice and no signature is required.



**MOHAMED SATHAK A J COLLEGE OF ENGINEERING**

Sponsored by Mohamed Sathak Trust

(Approved by AICTE, New Delhi and Affiliated to Anna University, Chennai)

Siruseri IT Park, Egattur, Chennai 603 103

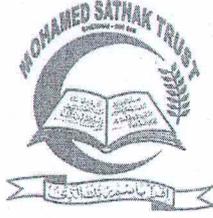
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**PURCHASE ORDER AND E – COPY  
OF DOCUMENT OF AGREEMENT  
WITH THE SERVICE PROVIDER**

— PRINCIPAL  
MOHAMED SATHAK A.J.COLLEGE OF ENGINEERING  
34, Rajiv Gandhi Road (OMR), Siruseri, IT Park  
Chennai-603 103.

# MOHAMED SATHAK TRUST

Registered as a Society under the Societies Registration Act as No. 336 of 1973



Old No.6/1, New No. 11,  
Pycrofts Garden Road, (1 Floor),  
Chennai - 600 006.  
Phone: +91-44-28334989 / 90  
Fax : +91-44-28334991  
Web : www.sathaktrust.org  
Email : sathaktrust@vsnl.net /  
chairmansathaktrust@gmail.com

## Purchase Order

P.O. No: MST /AJCE/024A- 19-20

Date: 01/01/2020

To  
M/s Onepipe Telecom Private Limited,  
98 Raahat Plaza 172 Arcot Road  
Vadapalani  
Chennai-600 026.

Sub: Mohamed Sathak A.J. College of Engineering, Chennai – Purchase Order for 100MPBS  
Leaseline

Dear Sir,

We are pleased to place the order for the following:

S.No.	Description of Goods	Qty	Rate	Total
1	Internet Lease line 1=1 100MPBS	1	132000	132000
	Total			132000
	GST 12%			23760
	<b>TOTAL</b>			<b>155760</b>

### Terms and Conditions

Delivery and Billing Address : Mohamed Sathak A.J. College of Engineering,  
Egattur, Chennai – 603 103.  
Phone : 27470083, 27470021

Kindly make it convenient to supply material on date with committed quality.

Note: Any deviation in the above said quality materials would be at your own risk. Ensure quality at the time of delivery.

Thanks and Regards,

For Mohamed Sathak Trust

Chairman.

**PRINCIPAL**  
MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING  
34, Rajiv Gandhi Road (OMR), Siruseri, IT Park,  
Chennai-603 103.

## AGREEMENT FOR THE PROVISION OF SERVICES

This Agreement for the provision of Services (hereinafter the "Service Agreement" or "Agreement") made at Wednesday on 01<sup>th</sup> day of January, 2020

### BY AND BETWEEN

**ONEPIPE TELECOM PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its **REGISTERED OFFICE** at **ONEPIPE TELECOM**, Shop No 98, RAAHAT PLAZA, 172 ARCOT ROAD, VADAPLANI, CHENNAI – 600 026. (Hereinafter referred to as "**ONEPIPE TELECOM**" which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns);

AND

(**Mohamed Sathak College**), a company incorporated under the Educations Institution having its Registered College at IT Park, Siruseri, Old Mahabalipuram Road, Chennai, Tamil Nadu 603103 (hereinafter referred to as "the Customer" which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns)

**ONEPIPE TELECOM** and the Customer shall be individually referred to as "Party" and jointly as "Parties".

WHEREAS **ONEPIPE TELECOM** is a Service provider in the telecommunications industry and provides fixed line, cellular and data Services in India under licenses granted by India's Department of Telecommunications;

AND WHEREAS the Customer is a company engaged in the business of Mohamed Sathak College IT Park, Siruseri, Old Mahabalipuram Road, Chennai, Tamil Nadu 603103; AND WHEREAS the Customer has approached **ONEPIPE TELECOM** and has expressed its desire to avail Services from **ONEPIPE**

**TELECOM** as per the terms of this Service Agreement;

AND WHEREAS based on the representations mentioned herein, **ONEPIPE TELECOM** has agreed to provide the Services to the Customer and the Customer has agreed to avail the Services from **ONEPIPE TELECOM** as per the terms and conditions detailed herein;

### 1. Definitions

"Affiliate" - shall mean any person, now or hereafter existing, who directly or indirectly controls, is controlled by, or is under common control with a Party hereto; a person "controls" another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than fifty (50%) of its voting rights, income, or capital.

Customer Application Form" or "CAF" – shall mean the Customer Application Form(s) which describes the further terms, conditions, specifications, and pricing of the Services.

Effective Date" – shall mean the date by which both of the Parties have signed the Agreement.

"Force Majeure Event" - shall mean any cause beyond the reasonable control of either Party hereto including, but not limited to, action by a governmental authority, moratorium on any activities related to this Agreement, labour dispute, flood, earthquake, fire, lightning, epidemic, war, riot, civil disturbance, sabotage adverse weather conditions, accidents, or other circumstances or conditions that render unsafe or unreasonable for either Party's personnel to travel to or enter onto the affected site, unforeseen material or facility shortages or unavailability not caused by such Party's failure to timely place orders therefore or lack of transportation facilities.

"Installation Report Date" – shall mean the date of completion of installation, provisioning and/or testing (where applicable) of the Services by **ONEPIPE TELECOM** which date will be notified to the Customer by **ONEPIPE TELECOM**. The INSTALLATION REPORT Date shall be determined with due consideration of the Customer Requested INSTALLATION REPORT Date in the Customer Application Form but shall be ultimately determined in accordance with this Agreement.

"Service(s)" – shall mean the Services to be performed by **ONEPIPE TELECOM** as more specifically described in the applicable Customer Application Form to be signed by the Customer while availing the Services.

**NOW, THEREFORE, IN CONSIDERATION FOR THE MUTUAL PROMISES AND OBLIGATIONS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:**

### 1. TERM

This Agreement shall commence from the Effective Date and shall submit unless terminated in accordance with the terms and conditions mentioned herein.

### 2. SCOPE OF THE AGREEMENT

Customer may procure from **ONEPIPE TELECOM** from time to time the Services as are detailed in the applicable Customer Application Form. **ONEPIPE TELECOM**, either directly or through its affiliated or underlying providers, shall deliver the Services on a non-exclusive basis and Customer shall utilize the Services as per the specifications described in the Customer Application Form. The Customer shall submit duly executed CAFs and other documentation that may be applicable and prescribed in relation to the respective Services. The Parties may, by mutual agreement, add additional Services by executing additional Customer Application Forms.

### 3. CUSTOMER'S OBLIGATION

- (i) Customer shall use the Services strictly in accordance with the applicable laws and for the limited purposes of the object of this Agreement.
- (ii) Customer shall extend full and complete support and furnish all the necessary information and requisite documents to **ONEPIPE TELECOM** necessary and in relation to the Services.
- (iii) The Customer shall not modify, rearrange, disconnect, remove, relocate or replace or permit any of its employees, agents or any third party to modify, rearrange, disconnect, remove, relocate or replace the equipment or materials that may be installed for the purposes of Services under this Agreement.
- (iv) The Customer shall, on termination of this Agreement be responsible for return of all the equipment(s) and/or material(s) to **ONEPIPE TELECOM** or its designee without any protest, hindrance or any claim of whatsoever nature. It is provided that during the term of this Agreement, the Customer shall be liable for any damage to the equipment(s) and/or material(s) due to the acts of omission or commission on the part of the Customer to the extent of the full value of the equipment(s) and/or material(s). Any claim on this account shall be recoverable from the Customer and **ONEPIPE TELECOM** may raise the demand thereof in the invoice raised against the Customer.
- (v) The Customer shall, at all times, co-operate with and provide all the necessary support to **ONEPIPE TELECOM** representatives and grant them access to the premises, locations or facilities for the purposes of installation or commissioning of any equipment(s) and/or material(s) and to periodically inspect the same for maintenance or problem diagnosis and isolation of faults.

- (vi) The Customer shall give access to ONEPIPE TELECOM (at free of charge) or its authorized representative to sources of electrical power, water, and any other necessary utilities and facilities or to the Customer's premises which may be required by ONEPIPE TELECOM to provide the Services efficiently.
- (vii) The Customer shall be solely responsible for the content of the voice and data transmitted and carried through the resources/Services provided by ONEPIPE TELECOM and the Customer shall use the same in accordance with all applicable statutory or regulatory rules, regulations and guidelines. The Customer shall not use the resources for sending any data or messages which is/are offensive, abusive or indecent and obscene or in violation of any applicable law. The Customer shall be solely liable and responsible for any breach of the aforesaid obligation and no liability arising from such breach shall fasten on ONEPIPE TELECOM.
- (viii) The Customer shall not directly or indirectly reproduce, distribute, publish, copy, download or otherwise exploit any content belonging to a third party, which is protected by copyright or other intellectual property rights, unless the Customer owns or controls the relevant rights thereto or has obtained all the requisite licenses and approvals in connection with such use.
- (ix) The Customer acknowledges, agrees and authorizes ONEPIPE TELECOM to access, copy, amend or delete any content uploaded by the Customer through use of the Services, if the same is defamatory or in breach of any legal or regulatory provisions.
- (x) The Customer shall not use the network for anti-national activities or in such a manner which would endanger or make vulnerable a networked infrastructure (including acts of break-ins (hacking) of any networks or web sites) and indemnifies ONEPIPE TELECOM in this respect.
- (xi) In an event, the Customer is engaged in application Services i.e., Services like tele-banking, tele-medicine, tele-education, tele-trading, e-commerce, call centre, network operation center, etc. and uses the Services provided by a Service provider other than ONEPIPE TELECOM for the same, the Customer shall, in such cases, provide to ONEPIPE TELECOM the copy of Other Service Provider's registration along-with a duly approved certificate and network architecture by the Department of Telecommunications, Government of India. The Customer has agreed and undertaken to provide the aforementioned documents to ONEPIPE TELECOM at the time of execution hereof. The Customer further undertakes that the Services availed by it shall be used by it only in the accordance with the terms and condition of the relevant registration. For the purposes of this clause, Other Service Provider shall mean an entity which offers Services like tele-banking, tele-medicine, tele- education, tele-trading, e-commerce, call centre, network operation centre and other information technology enable Services by using telecom resources provided by authorised telecom Service providers.
- (xii) Any failure on the Customer's part to fulfill its obligations as mentioned in this Clause shall be deemed to be a material breach of the terms of this Agreement.

#### 4. CONTENTS/ DATA

- (i) The Customer understands and agrees that ONEPIPE TELECOM is a Service provider of telecommunication Services and that ONEPIPE TELECOM does not audit, verify, select or modify the information/ data transmitted by the Customer using the Services, except as required by law. In the event that a court of competent jurisdiction makes any award of damages against ONEPIPE TELECOM (and/or its officers, employees, Affiliates and their agents) with regard to a copyright infringement or any type of intellectual property claim, defamation claim, claim of publication of obscene, indecent, pornographic, offensive, racist, unreasonably violent, threatening, intimidating or harassing material and/or claim of infringement of data protection, privacy, criminal or other legislation, due to any act or omission by the Customer, then the Customer agrees to indemnify and hold harmless ONEPIPE TELECOM, its officers, employees, affiliates and agents from and against any such damage and/or any costs or expense incurred in connection therewith.
- (ii) The Services are provided on an "As is and Available" basis without warranties of any kind either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by ONEPIPE TELECOM, its affiliates or their respective employees shall create a warranty. The Customer shall solely at its own cost ensure that its Equipment is adequately protected and ONEPIPE TELECOM accepts no responsibilities or liabilities of any kind for loss of any data files. Notwithstanding the generality of the aforesaid, ONEPIPE TELECOM shall provide the Services in accordance with the terms and conditions of this Agreement. In addition, ONEPIPE TELECOM shall not be responsible towards the Customer for malfunction or interruptions in the Service caused by the actions of third party carriers, other third parties or Force Majeure. ONEPIPE TELECOM shall in no case be responsible towards the Customer for damages to or loss of data, information or other content while using the Services.

#### 5. CONSIDERATION

ONEPIPE TELECOM shall raise invoices for the Service on the basis of the criteria laid down in the Service specific T&C document/ CAF. Non-payment of the invoices raised by ONEPIPE TELECOM, within the time frame specified therein, shall be deemed to be a material breach of the terms of this Service Agreement by the Customer.

#### 5. REPRESENTATION AND WARRANTIES

Each Party represents and warrants that:

- (i) It has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and, further, that it has been fully authorized by all requisite corporate actions to do so;
- (ii) It has all necessary statutory and regulatory permissions, approvals, licenses and permits for running and operating its establishment and conducting its business;
- (iii) The execution and performance of this Service Agreement by either of the Parties does not and shall not violate any provision of any existing arrangement, law, rule, regulation, order or judicial pronouncement.

#### 6. NO IMPLIED WARRANTY

Except as provided in the Agreement there are no other express or implied warranties, representations, undertakings or conditions.

#### 7. CONFIDENTIALITY

The Parties acknowledge and agree that in connection with this Agreement, each Party will have access to information relating to the other Party's or its Affiliate's business affairs, operations, products, processes, methodologies, formulae, plans, projections, know-how, IP, market opportunities, suppliers, Customers, marketing activities, sales, software, computer and telecommunications systems, costs and prices, wage rates and records pertaining to finances and personnel ("Confidential Information") and hereby agree not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the performance of this Agreement. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be implied to be granted with respect to such Confidential Information by reason of the other Party's access to such Confidential Information.

#### 8. INDEMNIFICATION

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, costs and all related expenses relating or arising out of:

- (i) breach of any terms and conditions of this Agreement;
- (ii) violation of applicable laws or non-compliance with the with regulatory/legal requirements and compliances;
- (iii) any bodily injury (including death) and damage to real property and tangible personal property;
- (iv) fraud, negligence, misconduct, wrongful acts of omission or commission on the part of such Party or its employees, agents or its representatives;
- (v) any loss of property belonging to the other Party due to the acts of omission or commission of the other Party.

#### 9. Limitation of Liability

- (i) Notwithstanding anything to the contrary, except for liability arising out of breach of confidentiality, loss of property, death and bodily injury, gross negligence and willful misconduct of the defaulting Party, neither Party shall in any event be liable to the other Party for damages exceeding the Service charges paid by the Customer to ONEPIPE TELECOM during the financial year period prior to the date of such claim.
- (ii) Under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall ONEPIPE TELECOM or its Affiliates be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited, to loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this Agreement. The parties specifically acknowledge that the pricing provisions of this Agreement reflect such allocation of risk and limitation of liabilities.

#### 10. TERMINATION

- (i) This Services Agreement may be terminated by ONEPIPE TELECOM by giving one month's notice in writing to the Customer, without assigning any reason whatsoever.
- (ii) Either Party shall have the right to terminate the Services Agreement forthwith after giving notice (thereof to the other Party, in the event of- i) Insolvency of the other Party or if the audited financial results of the business of the other Party discloses that the total liabilities of the business of the other Party exceeds all its assets. ii) If the other Party enters into an arrangement or composition with its creditor(s) or if a Court Receiver is appointed for the other Party's property or any part thereof. iii) If a resolution is passed to wind-up the other Party's business. iv) Failure of the other Party to obtain or maintain any license necessary for the conduct of the business of the other Party pursuant to this Agreement.
- (iii) Either Party can terminate the Services Agreement by giving a 30 days notice of a material breach by the other Party ("the Breaching Party") as per the process set forth in this clause. The Non-Breaching Party will provide the Breaching Party with written notice of any material breach as soon as it occurs, describing in detail the nature of the material breach. Following receipt of such notice the Breaching Party will have an opportunity to remedy the material breach within 30 days of receipt of the same. If the material breach is not cured during the remedy period agreed (or as set forth above) the Non-Breaching Party would be entitled to terminate this Agreement forthwith, without providing the breaching Party any further written notice for the same.
- (iv) Either Party may terminate the Service Agreement by giving notice in case the force majeure condition prevails for more than 30 days.
- (v) If the Customer has any overdue payments towards ONEPIPE TELECOM during the subsistence of this Services Agreement for 45 days or more from the date of the invoice, ONEPIPE TELECOM may terminate the Services Agreement forthwith at its sole discretion.
- (vi) ONEPIPE TELECOM may forthwith terminate this Services Agreement or withdraw any Services provided under the Agreement, in case of violation of the applicable laws by the Customer.
- (vii) In the event the Customer is not availing any Service under the Services Agreement for a continuous period of 180 days, this Agreement shall stand terminated on expiry of the 180th day.
- (viii) Termination of this Service Agreement shall result in the termination of the entire Agreement including the Service(s) availed by a Customer by signing the CAF.

#### 11. EFFECT OF TERMINATION

All charges and bill(s) payable by the Customer to ONEPIPE TELECOM under the Agreement shall become immediately due and payable to ONEPIPE TELECOM. The Customer shall immediately return to ONEPIPE TELECOM all ONEPIPE TELECOM's equipments in good working condition, reasonable wear and tear excepted.

#### 12. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Service Agreement shall be governed by the laws of India. Any dispute hereunder will be resolved through arbitration by 3 arbitrators on each nominated by the Parties and the third shall be selected by the two appointed arbitrators, as per the terms of the Indian Arbitration and Conciliation Act of 1996. The venue for such arbitration proceeding shall be New Delhi. The courts in New Delhi shall have the exclusive jurisdiction in all matters arising out of this Service Agreement.

#### 13. CUMULATIVE REMEDIES

The exercise by ONEPIPE TELECOM of any right or remedy under this Service Agreement does not preclude the exercise of any other rights or remedies, all of which are cumulative and are in addition to any other right or remedy given under this Service Agreement.

#### 12. ASSIGNMENT

Neither Party shall assign or sub-contract its rights or obligations under this Service Agreement to any other person, entity or affiliate without the prior written consent of the other.

#### 13. INTELLECTUAL PROPERTY RIGHTS

Except as expressly permitted in writing by an authorized representative of the other Party, neither Party would be entitled to use the other Party's name or logo in any external communication or marketing material nothing in this Agreement shall confer or be deemed to confer on either Party, any right, title or interest in the other Party's IP and each Party hereby acknowledges that it shall not acquire any right, title or interest in respect thereof during the term of this Agreement.

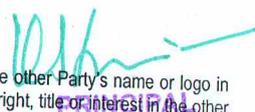
#### 14. RELATIONSHIP OF THE PARTIES

This Service Agreement is being entered into on a Principal to Principal basis and will not be deemed to create a partnership, agency, joint enterprise or employer-employee relationship between the parties.

#### 15. FORCE MAJEURE

Neither Party shall be liable to the other for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control.

Agreement for Provisioning of Services

  
 MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING  
 34, Rajiv Gandhi Road (OMR), Siruseri, IT Park  
 Chennai-603 103.

**16. WAIVER**

No waiver by ONEPIPE TELECOM of any breach by the Customer of any of the provisions of this Service Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provisions hereof. No such waiver shall be effective unless in writing and then only to such extent as may be expressly set forth in writing by ONEPIPE TELECOM.

**17. SEVERABILITY**

In the event of any of the provisions of this Service Agreement being held invalid or unenforceable by a competent court of law, in whole or in part, such provisions, to the extent enforceable, and all other provisions, shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Service Agreement.

**18. NOTICE**

Notices will be in writing and will be sent to the addresses listed here. Any notice may be delivered personally, by facsimile, or through internationally recognized courier and will be deemed to have been served upon actual receipt.

**ONEPIPE TELECOM:**

**Attn:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Customer: MOHAMED SATHAK COLLEGE**

**Attn:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. ENTIRE AGREEMENT:**

This Service Agreement, and annexure list of documents as mentioned below duly signed by authorized signatory form the entire agreement ("Agreement") for the provisioning of the Services by ONEPIPE TELECOM to Customer. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof and there are no further or other promises, representations, warranties or agreements or understandings, whether written or oral, except as contained herein.

It is clarified that in case of any inconsistency between any documents provided by the Customer and any provision of this Service Agreement, then the provisions of this Service Agreement shall prevail. Customers agrees to provide to complete this Service agreement -

- 1) Annexure 1 – Customer Enrolment Form (CEF)
- 2) Annexure 2 – Customer Application Form (CAF)
- 3) Annexure 3 – Terms & Conditions (T&C)
- 4) Annexure 4 – Applicable Service Level Agreement (SLA)
- 5) Annexure 5 – Proof of Identity
- 6) Annexure 6 – Proof of Address
- 7) Annexure 7 – Applicable Service Network Diagram

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE MENTIONED.

<p>SIGNED AND DELIVERED</p> <p>On behalf of ONEPIPE TELECOM PVT LIMITED by its Authorized signatory</p> <p><i>For ONEPIPE TELECOM PRIVATE LIMITED</i></p> <p><i>[Signature]</i></p> <p><b>Authorized Signatory</b></p>	<p>SIGNED AND DELIVERED</p> <p>On behalf of <u>MOHAMED SATHAK COLLEGE</u> by its Authorized signatory</p> <p><i>[Signature]</i></p> <p></p>
<p>( )</p> <p>In the presence of:</p>	<p>( )</p> <p>In the presence of:</p>

*[Signature]*

**PRINCIPAL**  
**MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING**  
 34, Rajiv Gandhi Road (OMR), Siruseri, IT  
 Chennai-603 103.