

TERMS OF USE (India)

1. **Applicability:**

1.1. Notwithstanding anything to the contrary contained elsewhere, the following additional terms apply to the supply of telecommunications, allied and/or other services that are provided by **Lumen Communications India Private Limited** (f/k/a CenturyLink Communications India Private Limited), d/b/a Lumen Technologies Group ("**Lumen**") and Customer's or End User's use of the Services ("**Terms of Use**"). These terms cater to the legal, regulatory and taxation requirements in India. Capitalized terms that are not defined in this document have their meaning as mentioned in the applicable order/service order ('Order') between Lumen and Customer.

1.2. If a Non-Indian Customer places an Order on Lumen for the delivery of India Based Services or India Global Services, Services may be provided to Non-Indian Customer and/or End User by Lumen, provided that Lumen shall have the right to require acceptance to India end user terms or similar document ("India End User Terms") from End User in a format prescribed by Lumen. Lumen shall have no obligation to provide any Services until it receives the acceptance of India End User Terms from End User.

2. **Definitions:**

2.1. "**Customer Premises**" means the location or locations occupied by Customer or Customer's End Users (as applicable) to which Service is delivered.

2.2. "**End User**" means any person or entity deriving or making use of the Services through Customer including but not limited to, Customer, an affiliate of Customer."

2.3. "**India Based Services**" mean those Services which are telecommunications services which originate from and terminate into India at one or more points in India. Such Services may include without limitation internet services, national private leased circuit services, national dedicated ethernet services and domestic virtual private network services.

2.4. "**India Global Services**" mean those Services which are international telecommunications services where an Indian domestic portion of such services terminates into one or more points in India. Such Services may include without limitation global dedicated ethernet services, international private leased circuit services.

2.5. "**India Specific Customer**" means the Customer or its affiliate entity that is incorporated in or formed under or established under the laws of India.

2.6. "**India Specific Supplier**" means the Lumen or its affiliate entity that is incorporated in or formed under or established under the laws of India.

2.7. "**Non-Indian Customer**" means the Customer's affiliate entity that is incorporated in or formed under or established under the laws of a country or state other than India.

2.8. "**OSP**" or "**Other Service Provider**" means term as such defined under application regulations notified by Department of Telecommunications, Government of India.

2.9. "**SEZ**" means Special Economic Zones, the term as such defined under applicable laws, rules and regulations of India.

2.10. "**Taxes**" means all applicable VAT, GST, consumption, sales, use, excise, access, bypass, franchise, regulatory or other like taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the goods and Services.

3. **Additional Terms:**

3.1. Lumen shall have the right to immediately terminate or suspend any Order, and discontinue or suspend the delivery of the affected Services (without liability) in the event that: (a) Customer or any End User has violated any law, rule, regulation or policy of any governmental agency related to the Services or Customer or an End User's use thereof; or (b) Customer or any End User has engaged in conduct that has caused or may cause (in Lumen sole reasonable judgment) damage to Lumen or its supplier's network or infrastructure used to deliver Services or to any third party; or (c) Lumen receives any direction, notification or instruction from any governmental agency to suspend or terminate the provision of Services to Customer. Any such suspension or termination could be with or without any written notice. Notice may be provided where it is reasonable and/or practicable for Lumen to provide the same.

3.2. Lumen or its authorized service providers or any relevant government agency or authority shall have a right to carry out inspection(s), at any time during the term of the Order, of any Customer Premises to ensure that Customer and/or any End User is complying with all applicable laws, rules and regulations regarding the Services and use of the facilities. Any such inspection(s) or non-inspection(s) however, shall not relieve Customer of any of its obligations under the Order nor shall it cause Lumen to waive any of its rights hereunder or impose any duty, obligation or liability onto Lumen.

3.3. The use of encryption by the Customer or End Users shall be governed by the applicable governmental authority's policies/rules made under the (Indian) Information Technology Act, 2000, including any amendments thereto. Customer or End Users shall not employ bulk encryption equipment in the network without such encryption equipment having the prior evaluation and approval of applicable governmental authority specifically designated for the purpose.

3.4. Customer shall be responsible to ensure that the Lumen-provided equipment(s) or Customer owned, procured or arranged equipment(s) that are used in connection with use of the Services, the same shall be operated in accordance with the terms and conditions prescribed by relevant government agencies or authority including but not limited to Department of Telecommunications (DOT), Telecom Regulatory Authority of India (TRAI).

3.5. Customer shall indemnify, defend and hold Lumen or its affiliates, or their respective employee, directors, agents, contractors, representatives harmless from any and all claims (including claims by any governmental authority or agency seeking to impose penal or criminal sanctions) (i) relating to

Customer or End Users' use of the Services; and/or (ii) claims arising from Customer breach of Acceptable Use Policy under the Agreement or Section 3.6 of these Terms of Use.

3.6. **Misuse of the Services.** Customer is responsible for proper and bonafide use of the Services. Customer is prohibited from marketing and/or re-branding the Services purchased by it as its own product and services or to resell the Services to third parties. Customer shall not use the Services nor allow the Services to be used to transmit, distribute or store contents or messages (including e-mail messages) which are illegal, potentially harmful (including but not limited to viruses, worms, password-cracking programs or Trojan horses); or fraudulent or misleading (including but not limited to false, deceptive, or misleading statements, claims, or representations), as determined by Lumen in Lumen's sole reasonable discretion, or to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (SPAM). Lumen may, at Lumen's option, suspend or terminate the Services in the event that Customer or End Users do not comply with this Section 3.6. Customer acknowledges and agrees that Lumen does not monitor and will have no liability or responsibility for the content of any communications transmitted via the Services.

3.7. **Legal and Regulatory Terms. Applicability:** These terms and conditions shall apply only if the Order has been entered between: (A) India Specific Supplier and India Specific Customer; or (B) India Specific Supplier and Non-Indian Customer, for supply of India Global Services or India Based Services and shall be additionally governed under the provisions of the Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933, Telecom Regulatory Authority of India Act 1997, and Information Technology Act, 2000, as amended from time to time. These terms and conditions are as described in '**Annexure 1**' to these Terms of Use.

3.8. (1) **Goods and Services Tax Terms. Applicability:** These terms and conditions shall apply only if the Order has been entered between: (A) India Specific Supplier and India Specific Customer; or (B) India Specific Supplier and Non-Indian Customer; for supply of Services in India. These terms and conditions are as described in '**Annexure 2**' to these Terms of Use.

(2) Withholding Taxes (WHT) / Tax Deducted at Source (TDS)

To the extent the Order has been entered into between India Specific Supplier and India Specific Customer, the following WHT/TDS terms apply:

Customer shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") out of payments due to Lumen and remit such taxes deducted at source ("TDS") to the credit of the government account, file periodic TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates to Lumen and comply with any other requirement connected thereto as required under the provisions of the Act. Further, Customer shall ensure that the permanent account number ("PAN") of Lumen is quoted correctly in such periodic TDS returns or any other document where the PAN of Lumen is required to be mentioned. Furthermore, in the event of credit not being provided to Lumen in respect of such TDS on account of Customer not mentioning the correct PAN of Lumen, Customer shall file revised periodic TDS returns so as to facilitate credit of such TDS to Lumen and in the eventuality of credit not being provided to Lumen in respect of such TDS on account of default/non-compliance by Customer, Customer shall compensate Lumen to the extent to which credit is not provided to Lumen. If Lumen furnishes a Lower / Nil TDS deduction certificate, Customer is bound to honor such certificate and thereafter deduct Withholding Tax at such Lower rate or Nil rate as prescribed in that certificate.

To the extent the Order has been entered into between India Specific Supplier and Non-Indian Customer, the following gross up clause in respect of WHT/TDS apply:

Excluding taxes based on Lumen's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and emergency service call number surcharges), whether imposed on Lumen or a Lumen affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to Lumen, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate eliminating Lumen's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

3.9. **Service Level applicability:** Lumen shall provide Services in accordance with the Service Levels that are compliant with quality of services parameter, if any, prescribed by Department of Telecommunications, Government of India and/or Telecom Regulatory Authority of India.

Annexure 1 - Legal and Regulatory Terms

i. The Customer shall ensure that the Service shall be used only for the purposes specified in the Order and shall not be used for or connected to any telecommunication service including Public Switched Telephone Network (PSTN)/Public Land Mobile Network (PLMN) or any other services of whatsoever nature unless otherwise permitted by the applicable governmental authority with specific approvals/licenses. If the Service is found to have terminated on a PSTN/PLMN at either end, the Customer agrees that Lumen may terminate the Service and claim reimbursement from the Customer of such financial penalty as may be levied against Lumen by any governmental authority. Such amounts shall become due and payable by the Customer to Lumen within 5 (five) working days of the Lumen giving notice of such claim(s). Lumen shall also, at its sole discretion, be entitled to disconnect the Services circuit with immediate effect.

ii. Interconnection of international private leased circuit (IPLC) with PSTN/PLMN/GMPC/Internet telephony network or internet service provider(s) is not allowed. Before provision of IPLC by Lumen, Customer shall provide Lumen with details of services / equipment to be connected on both the ends of IPLC, including type of terminals, data rate, actual use of circuit, protocols/interface to be used etc. Customer agrees that it is permitted to use only such type of service/protocol on the IPLC for which the Lumen's sub-supplier (i.e. underlying international long distance operator in India) has capability of interception and monitoring.

iii. Customer shall not use any International Voice over Internet Protocol ("foreign VoIP") on the Service. If Customer uses foreign VOIP on the Service, the Lumen may immediately terminate the Service.

iv. As per the notification issued by the Department of Telecommunications vide No. 18-1/BS II dated 19th April, 2006, it is permissible to have the logical partitioning of EPABX for termination of leased lines/PSTN/PLMN network. If the Customer connects Lumen provided Services/leased lines to logically partitioned EPABX with public network connectivity (such as PSTN/PLMN network), it shall ensure that there is no misuse in any manner including bypass of International Long Distance Traffic or flow of traffic between Customer private network and public network/PSTN/PLMN network provided by other suppliers such as Basic Service Operator (BSO)/Mobile Service Operators (MSO) Additionally, Customer shall comply to the terms and conditions set out in **Schedule A** to this Annexure 1.

v. As per the notification issued by Department of Telecommunications vide No. 820-01/98-LR/Vol.(IX) Pt. I dated 01.10.2013, if the Customer avails Internet Access Services in India from Lumen and has deployed Network Address Translation (NAT) solution for accessing Internet over the Internet connectivity provided by Lumen, then Customer shall record & maintain the NAT SYS Log parameters with Lumen. Parameters to be stored in SYS LOG of NAT are:(1) Start Date (mm:dd:yyyy) & Time (hh:mm:ss); (2) End Date (mm:dd:yyyy) & Time (hh:mm:ss); (3) Source IP Address; (4) Source Port; (5) Translated IP Address; (6) Translated Port; (7) Destination IP Address; and (8) Destination Port. Unless otherwise stated in the Order, Customer hereby undertakes and confirms that the Customer has not deployed NAT solution for accessing Internet over the Internet connectivity provided by Lumen. Customer further undertakes that if, at any time during the Customer availing the Service provided by Lumen, it deploys the NAT solution, Customer shall inform the Lumen and shall comply with this clause.

vi. Customer agrees that activation of leased line, internet services and international private leased circuit by Lumen or its authorized service providers shall be subject to verification by Lumen of the bona-fide of the information provided by Customer in the Order. Lumen may disclose Customer's or End User's personal information or any confidential information including details relating to delivery of Services such as IP address allocated to the Customer or End User as part of the Services, details of Customer Premises, any other details relating to Services, etc. to applicable governmental and regulatory authorities in accordance with and compliance to applicable laws, rules and regulations.

vii. Specific Terms

(a) Applicability. To the extent Customer is an enterprise and intends to use the Services for its corporate use, following term shall apply: Customer is not a licensed telecom service provider. Customer shall use the services for its own bonafide and corporate purpose and shall not resell, sublet or assign the Services. The Service shall not be used for OSP purpose.

(b) Applicability. To the extent Customer intends to use the Services for OSP purpose, following term shall apply: Customer is not a licensed telecom service provider. Customer shall use the Services for OSP purposes in compliance and accordance with requirements stipulated by relevant governmental and regulatory authority. Customer shall not resell, sublet or assign the Services.

Schedule A to Annexure 1

Applicability: Following terms shall be complied with by the Customer that desires to connect the Lumen provided Services / leased lines to logically partitioned EPABX with PSTN connectivity.

- a. The Customer undertakes that it shall at all times ensure logical partitioning of the EPABX remains effective so as to totally prevent cross flow of any calls or traffic between the Customer public and private network.
- b. The Customer shall ensure that no voice call from the private network enters PSTN or vice versa at any time violating any requirements as may be laid down by the Department of Telecommunications, Government of India or any other governmental authority from time to time.
- c. The Customer shall get the logical partitioning of the EPABX done through the vendor of such EPABX equipment and furnish to the Lumen a certificate issued by such vendor confirming that the infrastructure is capable of logically bifurcating the common infrastructure into two separate and independent environments for the PSTN and the private network, and that such vendor has effected logical partition in the EPABX equipment installed at the Customer Premises.
- d. The Customer shall furnish to the Lumen a copy of the permission letter from the basic service provider permitting the Customer allowing logical partitioning of the EPABX.
- e. The Customer shall make available at all times its network and related equipment to the Lumen, representatives of the concerned service providers and of the applicable governmental authority for enabling inspection to ensure that the logical partitioning continues to be effective.
- f. The Customer shall maintain soft copies of all Station Meter Detailed Recordings (SMDR) and furnish the same on demand for inspection by Lumen, the concerned service provider or applicable governmental authority. The Customer shall ensure that the SMDR's shall be adequately protected through password protection and audit trails to ensure no modifications to the SMDR's are possible. Whenever demanded the Customer shall demonstrate that adequate care is taken through password protection & audit trails to ensure that no changes are incorporated at any point in time on the EPABX that will allow call flow between the private and public network.
- h. The Customer agrees that it shall be solely and fully responsible for any breach of any conditions mentioned here.
- i. If at any time the applicable government authorities decides to disallow use of a single EPABX equipment with logical partitioning for use as referred above, the Customer shall take immediate steps and ensure to be in compliance with such directives and shall indemnify and keep Lumen harmless in that regard. Lumen shall not be called upon to bear any liability on any account whatsoever.

Annexure 2 - Goods and Service Tax Terms

- i. In case of any change in rate of Taxes or basis of levy of Taxes or any other change which results in a higher Tax rate being applicable to an invoice already issued for goods or Services provided by Lumen, such additional Tax shall be borne and payable by the Customer.
- ii. Customer shall not upload or make any amendment in relation to the Lumen invoice on the applicable governmental authority's goods and services tax network (GSTN) portal (or by any other name known in future) without informing the Lumen in advance. Further, where such changes are made by or on behalf of the Customer on the GSTN portal without prior notification to the Lumen, and where Lumen receives any notification from GSTN portal in regard to such changes, Lumen reserves the right to reject such changes or not act upon such changes on the GSTN portal.
- iii. Lumen will raise and issue a valid tax invoice, and receipt voucher along with other documents, strictly as per the details mentioned in the Order that has been signed by the Customer. Customer shall provide accurate details of the Customer Premises in the Order in accordance with the requirements of applicable (Indian) goods and services taxation laws failing which Lumen shall proceed to issue the invoice on the basis of the Customer Premises address available to the Lumen.
- iv. In case of supply of Services, where the place of supply is dependent on the registered address provided by the Customer under the Order, such registered address would be treated as 'location of service recipient' on the records of the Lumen as required under applicable goods and services taxation laws.
- v. In case any taxation claim, penalty, credit loss or related claim is made against the Lumen on account of Customer failure to provide the correct address and or details in the Order, the Customer shall indemnify the Lumen against any such claim, penalty, credit loss or interest etc., as the case may be. Additionally, if any cost is incurred by the Lumen (including but not limited to tax, interest, or penalty) due to non-compliance with applicable goods and services taxation laws by or on behalf of the Customer, then the Customer shall indemnify the Lumen for any such cost, tax, penalty, interest etc. payable or paid by the Lumen.
- vi. Where any discount on charges has been provided by Lumen to Customer, before the supply of goods or Services, such discount shall be mentioned in the Order and on the applicable invoice. The net amount of the invoice shall be treated as consideration for the supply of such goods and Services.
- vii. In case of any price adjustment scenarios which include price revision, bandwidth upgrade, re-rating or traffic, parallel upgrade, etc., the subsequent invoices from Lumen shall have the relevant credit note or additional billing charges, as the case may be.
- viii. Allocation of consideration value in relation to fixed lease line Services:
 - a) In case of India Based Services consideration towards Services will be allocated in proportion of the Services to be availed of by each point of termination/origination in India. Lumen will issue an invoice from each state in which each such point is located at a proportionate percentage or value of the total consideration ascribed to each such point. Such value or percentage will be identified in the relevant Order.
 - b) In case of India Global Services where only one point is located within India, Lumen will issue an invoice for full consideration from the state in which such point is located within India. However, in case two or more points are located in India, Lumen will issue an invoice for proportionate percentage or value of total consideration from each of the states in which each such point is located within India. Such value or percentage will be identified in the relevant Order.
 - c) In case of link based Services such as internet leased line services, where there is only one point of installation with respect to such link based products or services, Lumen will issue an invoice for full consideration from the state in which such point is located within India.
 - d) In each of the above-mentioned cases under sub-section (a) to (c), where the Customer has not provided in the Order the details of Customer's GST registration number and address of the state in which the place of supply is determined, credit of taxes paid may not be available to the Customer
- ix. A Customer located in SEZ unit opting for GST exemption would mandatorily be required to submit the following:
 - a) SEZ approval letter/ SEZ registration certificate,
 - b) SEZ declaration and
 - c) GSTIN registration pertaining to the SEZ unit along with the signed Order.

The respective Customer contracting entity executing the Order would only seek prospective exemptions and will not make or ask for any back dated request for GST exemptions. In case there are any amendments/notification to such GST exemptions with respect to SEZ unit, then the Customer contracting entity shall notify Lumen contracting entity promptly upon receipt of such notification from SEZ authority. Customer contracting entity will fully co-operate with Lumen contracting entity in all matters and execute all necessary documentation in this regard.