

## Schedule 1 - Customer Indian Affiliate/Participating Entity/Indian user Undertakings

Verizon Communications India Private Limited  
("Verizon")  
Radisson Commercial Plaza,  
A Wing, 3rd Floor, National Highway 8,  
New Delhi – 110037, India

### TO WHOM IT MAY CONCERN

We refer to the Contract entered into between \_\_\_\_\_ **[INSERT VERIZON ENTITY THAT IS LISTED ON THE PRIVATE IP SERVICE ORDER]** ("Verizon") and ("Customer") \_\_\_\_\_ **[INSERT CUSTOMER ENTITY THAT IS LISTED ON THE PRIVATE IP SERVICE ORDER]** dated **[INSERT DATE OF EXECUTION OF SERVICE ORDER]**.

Pursuant to the aforementioned Contract Verizon will be providing us (the Indian affiliate/Participating Entity/Customer's Indian user) with Private IP services in India ("Services"):

### Definition

Participating Entity. "Participating Entity" means an entity authorized by Customer Signatory under Verizon's processes to contract for Services via a Contract in Participating Entity's own name subject to the terms of the Agreement.

In the Attachment to this letter are the details of our organization together with the installation details for the Services. We are the beneficiary of the Services and as such agree to comply with all relevant terms and conditions of the Contract.

In addition, we warrant as follows:

1. We hold and shall continue to hold such licenses and/or other authorisations as are required under any relevant legislation, regulation or administrative order of India, to receive the Services and to run and connect Customer Equipment to Verizon Facilities and Service Equipment. We understand and acknowledge that in accordance with the licenses and with statutory guidelines which govern the provision of the Services by Verizon in India, we, amongst other things, are not allowed to employ encryption on any equipment (including CPE or any Customer Equipment) which is directly or indirectly connected to Verizon Facilities in India. We will ensure that any encryption equipment connected to Verizon Facilities for specific requirements has the prior evaluation and approval of the Department of Telecommunications ("DOT") or officer specially designated for the purpose.

2. We acknowledge that India imposes restrictions and/or licensing or registration conditions on VOIP transmission over the Verizon Facilities. We confirm that:

(a) We do not undertake any activities that would require approval/registration from the DOT or any other relevant authority prescribed under the law including as an Other Service

Provider (OSP). In making this statement we understand that we must obtain approval/registration from the DOT (or any other relevant authority) to operate as an OSP if we provide any applications services such as tele-banking, tele-medicine, tele-education, tele-trading, e-commerce, call centre, network operation centre and other IT Enabled Services, by using telecom resources provided by authorised telecom service providers (such as Verizon). In the event that we intend to change our activities throughout the Service Term of the Contract and include any activities that would require us to obtain approval/registration from the DOT or any other relevant authority prescribed under the law including as an OSP we will ensure that such approval/registration is sought and obtained (and a copy of same provided to Verizon) prior to any such change being implemented.

OR

(b) We currently undertake activities that require approval/registration from DOT or any other relevant authority prescribed under the law including as an OSP and we have obtained such approval/registration. In making this statement we understand that we must obtain approval/registration from the DOT if we provide any applications services such as tele-banking, tele-medicine, tele-education, tele-trading, e-commerce, call centre, network operation centre and other IT Enabled Services, by using telecom resources provided by authorised telecom service providers (such as Verizon). A copy of our OSP approval/registration is attached to this letter.

[DELETE NON-RELEVANT OPTION]

3. Where we have EPABX equipment in use in relation to the Services, we attach to this letter a certificate from the EPABX equipment vendor that:

(a) certifies that the EPABX equipment has not been tampered with in violation of the National Numbering Plan specified by DOT; and

(b) In the event a single EPABX is used by us for terminating PSTN and IP traffic, further certifies that logical partitioning has been done on the EPABX to prevent free flow of traffic between the PSTN of India and IP network. We agree that the EPABX will not be commissioned prior to providing such certification to Verizon.

4. We will cooperate with and provide to Verizon otherwise or on request from officials from the DOT all such information, records and other relevant materials, access to Services, access to equipment and software directly or indirectly connected to or interfacing with Verizon Facilities as may be reasonably required for Verizon to comply with its License terms and conditions, including but not limited to those related to interception and monitoring activities that may be requested by security agencies from time to time, and to ensure that the Services are used in compliance with Indian legal requirements.

We hereby agree to ensure that our usage of the Services provided by Verizon is bona fide and in compliance with all applicable laws and regulations including those relating to OSP requirements. We understand that failure to abide by the foregoing may result in the DOT directing Verizon to immediately disconnect and terminate the Services. Verizon would be

obligated to comply with such a direction from DOT as such compliance is a requirement of the licences under which Verizon is permitted to supply such Services in India. We understand that this disconnection would, without prejudice to any other rights arising, amount to a termination of Contract with Verizon attracting the Early Termination Charge specified in the Contract.

Agreed for and on Behalf of:

\_\_\_\_\_  
[INSERT CUSTOMER'S INDIAN AFFILIATE NAME/INDIAN USER NAME/Indian participating entity]

\_\_\_\_\_  
By its authorized signatory

Name:

Title:

#### SCHEDULE – CUSTOMER AND SERVICE DETAILS

##### Customer Information

Company Name:

Address:

Country: India Postal / Zip Code:

Contact Name: Title:

Telephone No.: Facsimile No.:

E-mail:

##### Installation Information

Location:

Address:

Country: Postal / Zip Code:

Contact Name: Title:

Telephone No.: Facsimile No.:

E-mail: