

**REFERENCE INTERCONNECT OFFER  
FOR THE CABLE LANDING STATION AT MUMBAI**

THIS REFERENCE INTERCONNECT OFFER (“RIO”) is made the day of \_\_\_\_\_, between

**NTT Communications India Network Services Private Limited**, a Company registered under the Companies Act 2013, having its registered office at A-409, Somdatt Chambers-1, 5 Bhikaji Cama Place, New Delhi 110066, hereinafter referred to as ‘**NTTCINS**’, which term shall include, unless contrary to the context, its successor in business, legal representatives and/or its assignees of the one part; and

\_\_\_\_\_, a Company registered under the Companies Act 1956/2013 and having its registered office at \_\_\_\_\_; which term shall include, unless contrary to the context, its successor in business, legal representatives and/or its assignees, of the other part, together referred to as the Parties.

WHEREAS, NTTCINS is authorised under the Indian Telegraph Act 1885 to establish, install and operate Submarine Cable Landing Station at *Mumbai* in respect of *MIST Submarine Cable System*, used for international telecommunication services;

AND WHEREAS, as the owner of the Cable Landing Station, NTTCINS is obligated under the said Regulations to: (a) provide Access Facilitation at its Cable Landing Station to any eligible IITE on fair and non-discriminatory terms and conditions; (b) interconnect specified international submarine cables landing at its Cable Landing Station in India in accordance with these Regulations; and (c) provide Co-location space, if required, for accessing international submarine cable capacity on any submarine cable system;

NOW THEREFORE in compliance with 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 of Telecom Regulatory Authority of India (hereinafter referred to as “Regulations”), NTTCINS hereby offers following terms and conditions as its Reference Interconnect Offer to the eligible IITEs.

**1. DEFINITIONS**

- (a) “Access Facilitation” means access or interconnection, as the case may be, to the essential facilities (including landing facilities for submarine cable) at Cable Landing Station.
- (b) “Access Facilitation Charges” means charges payable by the eligible IITE to NTTCINS to interconnect or access 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 of 1997).
- (d) “Authority” means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Act.

- (e) "Backhaul Circuit" means a domestic telecom circuit which connects a Cable Landing Station to the infrastructure or equipment of the eligible IITE at its premises.
- (f) "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 includes buildings containing the onshore end of the submarine cable and equipment for connecting to Backhaul Circuits.
- (g) "Cable Landing Station-Reference Interconnect Offer" means an offer made by NTTCCINS containing the terms and conditions of Access Facilitation and Co-location of equipment.
- (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 NTTCCINS 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 NTTCCINS 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 NTTCCINS to make available co-location site to an eligible 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" or "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 Station(s) 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 Station(s) 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 the eligible 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 becomes payable in any circumstances during the period of validity of the agreement referred to in sub-clause (i) of this clause.
- (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) "Operation and Maintenance Charges" means the annual charges:
- (i) payable to NTTCINS by the eligible IITE;
  - (ii) for operation and maintenance of facilities for accessing the capacity of the Cable Landing Station.
- (r) "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.
- (s) "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 of Telecom Regulatory Authority of India.
- (t) "Schedule " means the Schedule appended to these Regulations.
- (u) " Specified International Submarine Cable" means any submarine cable having International submarine cable capacity landing at a Cable Landing Station in India.
- (v) "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 or Internet service provider.

(w) “Virtual Co-location” means a location –

- (i) of the eligible IITE, being outside the Cable Landing Station, whether adjacent or at a distant from such station;
- (ii) at which the eligible IITE may install its equipment so as to access the sub-marine cable capacity from the Cable Landing Station.

All other words and expressions used in this RIO but not defined, and defined in the Regulations, shall have the meanings respectively assigned to them in the Regulations.

## **2. ELIGIBILITY CRITERIA**

An eligible IITE wishing to access capacity on the specified submarine cable systems must agree to comply with the terms and conditions of this RIO and shall submit an application in **PART- I** for Access Facilitation and /or **PART-IV** for Co- Location with all requisite documents as mentioned in said forms.

## **3. GENERAL COVENANTS**

3.1 An eligible IITE commits to NTTCINS that it will adhere to the current laws, rules, and Regulations in India. This includes, but is not limited to, the Indian License agreements for international and/or national long-distance operators and/or internet service provider, the Indian Telegraph Act of 1885, the Indian Telegraph Rules of 1951, and the Information Technology Act of 2000, along with any amendments or replacements. Additionally, it will comply with any statutory modifications or re-enactments of these laws.

3.2 An eligible IITE agrees with NTTCINS to allow and, when necessary permit, cooperate and assist, with NTTCINS in performing any actions or measures required to comply with directives or orders from any regulatory or relevant authority. The IITE understand 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 NTTCINS.

3.3 An eligible IITE undertakes to notify NTTCINS within 24 hours if the authorization/commercial arrangement to acquire Reference Capacity on an IRU/Lease basis from a Submarine Cable System Owner, a member of the Submarine Cable System Consortium, or the concerned Submarine Cable Consortium is terminated.

## **4. REPRESENTATION AND WARRANTIES**

An eligible IITE represent and warrants to NTTCINS that:

- (i) it has requisite corporate power and authority to execute, deliver, implement and perform its obligations under this RIO;

- (ii) there are no pending or, to its knowledge, threatened, legal proceedings that could reasonably be expected to adversely affect its ability to perform under this RIO;
- (iii) it has all the corporate authorizations, licenses, permits and consents necessary or legally required to perform its obligations under this RIO;
- (iv) It will offer the necessary cooperation as reasonably requested by NTTCCINS to fully implement the provisions of this RIO.

## **5. APPLICATION BY ELIGIBLE IITE FOR ACCESS FACILITATION TO CABLE LANDING STATION AND RELATED INTERNATIONAL SUBMARINE CABLE CAPACITY**

Every eligible IITE desirous of accessing International submarine cable capacity on the MIST submarine cable systems may make an application, to NTTCCINS for Access Facilitation, in the Form specified in **PART-I** of the Schedule along with the registration fee of Indian Rupees 1,00,000/- (Rupees One Lakh only) to be adjusted subsequently against the Access Facilitation Charges payable by such entity enclosing therewith the following, namely:-

(a) a copy of the Licence agreement of the eligible IITE to act as international long distance operator or a copy of Licence agreement with valid international gateway permission to act as internet service provider, as the case may be;

(b) a certificate by the eligible IITE confirming that it has been granted the permission or approval by the Department of Telecommunications, Ministry of Communication and Information Technology, Government of India for the operation of international gateway or any other authority required, if any under the law;

(c) a confirmation, severally or jointly, from the owner of submarine cable or member of consortium owning Submarine Cable System or capacity owner in the concerned cable system stating that the eligible IITE has entered into an agreement or binding Memorandum of Understanding with it or them for sale or lease of Reference Capacity on the following basis:

(i) No. of units to be acquired or agreed to be acquired:

(ii) The period of lease of the Reference Capacity

(iii) Technical information, including slot allocation of Reference Capacity in relevant Submarine Cable System, bearer designation and the tentative date of testing of Reference Capacity by the eligible IITE

(d) a certificate by the eligible IITE confirming that it shall utilise the Reference Capacity in accordance with the terms and conditions of its licence.

## **6. CONFIRMATION BY NTTCCINS AFTER RECEIPT OF APPLICATION**

- 6.1 NTTCCINS shall, within ten days after receipt of the application for Access Facilitation and the requisite information and documents under clause 5, send its confirmation of its ability to provide the Access Facilitation and details of required test to be undertaken for providing such Access Facilitation to the eligible IITE.
- 6.2 In case it is not feasible due to any valid reason for NTTCCINS to comply with the access facilitation procedure or the required test to be undertaken, as the case may be, referred to in clause 6.1, NTTCCINS shall, within ten days of receipt of the application made under clause 5, intimate in writing, to the eligible IITE, an alternative plan for Access Facilitation and required test to be undertaken along with such valid reasons for not complying with such procedure or test.

## **7. ENTERING INTO AN AGREEMENT FOR PROVIDING ACCESS FACILITATION**

- 7.1 After receipt of confirmation for Access Facilitation, the eligible IITE shall, within five days from the date of receipt of such confirmation, enter into an Access Facilitation agreement with NTTCCINS.
- 7.2 In case NTTCCINS and the eligible IITE fail to enter into an agreement under clause 7.1, in such case, Parties may, jointly, without prejudice to the provisions of section 14A of the Act, at any time, request the Authority to facilitate in the process for entering into an agreement referred to in clause 7.1.

## **8. DEMAND FOR ACCESS TO REFERENCE CAPACITY**

- 8.1 The eligible IITE shall, within five days of entering into an agreement under clause 7, make payment of such fees and charges as specified in the **PART-II** of the Schedule for seeking Access Facilitation for Reference Capacity.
- 8.2 NTTCCINS, on receipt of the payment of fees and charges payable under clause 8.1, shall consider, the number of units to be acquired or agreed to be acquired as Indefeasible Right of Use or on an annual lease basis as referred to in the agreement, as firm demand made by the eligible IITE.
- 8.3 NTTCCINS shall, immediately after considering the Firm Demand referred to in clause 8.2, initiate the provisioning of the Access Facilitation for the eligible IITE. For the sake of clarity 'Firm Demand' shall be referred to the date of completion of the execution of the agreement referred under clause 7.1 and the receipt fees/charges as specified in the **PART-II** of Schedule.

## **9. ENSURING PROVISION OF BACKHAUL CIRCUIT BY ELIGIBLE IITE**

- 9.1 The eligible IITE shall arrange, within ten days after entering into an agreement under clause 7.1 above, for Backhaul Circuit from :
  - a) NTTCCINS; or

- b) a service provider who has been granted licence to provide basic service or cellular mobile telephone service or national long distance service, or international long distance service, so as to make ready the Backhaul Circuit between Cable Landing Station and the premises of the Eligible IITE.
- 9.2 NTTCINS and the eligible IITE shall conduct necessary tests as per mutually agreed testing procedure so that that the Backhaul Circuit remains in a state of readiness for interconnection before the tests for Reference Capacity provisioning are carried out.
- 9.3 NTTCINS shall facilitate the interconnection between the eligible IITE and the service providers referred to in clauses (a) and (b) of clause 9.1 at the Cable Landing Station for provisioning of Backhaul Circuit under clause 9.1.

## **10. TESTING OF REFERENCE CAPACITY PROPOSED TO BE ACQUIRED BY ELIGIBLE IITE**

- 10.1 NTTCINS shall, upon successful testing of the Backhaul Circuit to the Cable Landing Station, complete all necessary steps for Access Facilitation to the Reference Capacity and such steps shall, *inter alia*, include:
- (a) testing of links;
  - (b) interconnecting the Reference Capacity to the Backhaul Circuit or equipment of the service providers co-located at the Cable Landing Station or at a Virtual Co-location.
- 10.2 NTTCINS and the eligible IITE, shall conduct necessary tests, as per the testing procedure for the provisioning of Reference Capacity from Cable Landing Station in India to distant end or the other country's submarine cable station, within ten days or as may be mutually agreed upon by the Parties.
- 10.3 NTTCINS shall –
- (a) send an intimation, after taking steps referred to in clause 10.2, to the eligible IITE for taking control of the Reference Capacity;
  - (b) deliver, upon receipt of all necessary payments from the eligible IITE, the Reference Capacity to such eligible IITE immediately but not later than two days after receipt of such payment and declare the Reference Capacity as commissioned.

## **11. ACCESS FACILITATION CHARGES AND PAYMENT TERMS**

- 11.1 For the purposes of accessing the landing facilities at a Cable Landing Station the Access Facilitation charges as specified in Part II of the Schedule shall be payable by the eligible IITE to NTTCINS. The Parties may mutually agree for charges lower than as prescribed in Part II of the Schedule.
- 11.2 The Access Facilitation arrangement shall, subject to the payment of the operation and maintenance charges by the eligible IITE to NTTCINS, continue to be in force during the period of the Indefeasible Right of Use or on an annual lease basis, as the case may be.

11.3 NTTCINS shall allow the eligible IITE to provide Grooming Services at the Cable Landing Station.

## **12. CAPACITY UP-GRADATION AND PAYMENT FOR CAPACITY UP-GRADATION CHARGES BY ELIGIBLE IITE.**

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

## **13. CANCELLATION CHARGES**

13.1 In case the eligible IITE fails to acquire number of units mentioned in clause 5(c)(i), for any reasons, cancellation charge for the units not so acquired shall be payable by such eligible IITE to NTTCINS.

13.2 The cancellation charges referred to in clause 13.1 shall be such as are specified in **PART-II** of the Schedule.

## **14. TERMINATION OR DISCONTINUANCE OF ACCESS FACILITATION BY NTTCINS**

14.1 The Access Facilitation shall be terminated by NTTCINS:

(a) if the eligible IITE ceases to hold valid licence either by way of termination or suspension;

(b) in case the arrangement to acquire Reference Capacity on the Indefeasible Right of Use or on an annual lease basis, as the case may be, by the eligible IITE from submarine cable system owner or a member of the submarine cable system consortium or from concerned cable consortium, is terminated.

14.2 In case the annual Operation and Maintenance Charges due and payable by the eligible IITE remain unpaid for more than fifteen days from the date such charges became payable, NTTCINS may discontinue the Access Facilitation provided to eligible IITE after giving a notice, in writing, of not less than fifteen days, of such discontinuance to the eligible IITE and Access Facilitation shall be restored immediately after due payment of such charges by the eligible IITE.

## **15. RESTORATION OF ACCESS FACILITIES**

15.1 In case the licence of the eligible IITE has been terminated or suspended but the same is subsequently restored, the Access Facilitation arrangement if discontinued due to such termination or suspension under clause 14 may be restored by NTTCINS upon payment of all costs incurred by NTTCINS for the purposes of reconnection or restoration of the Access Facilities, as the case may be, by the eligible IITE to NTTCINS and such reconnection or restoration charges shall be such as may be mutually agreed



upon between the Parties or failing which in accordance with the costs specified in **PART-II** of the Schedule.

- 15.2 If an authorization of the eligible IITE or arrangement entered into by it to acquire Reference Capacity on Indefeasible Right of Use 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 NTTCCINS upon payment of all costs incurred by NTTCCINS for the purpose of reconnection or restoration, as the case may be, by the eligible IITE to NTTCCINS and such reconnection or restoration charges shall be such as may be mutually agreed upon them or failing which in accordance with the costs specified in **PART-II** of the Schedule

## **16. APPLICATION BY ELIGIBLE IITE FOR PROVISIONING OF CO-LOCATION SPACE**

- 16.1 Every eligible IITE, who makes an application for accessing international submarine cable capacity on any submarine cable systems, shall make, simultaneously, another application to NTTCCINS in the Form specified in PART-IV of the Schedule for Co-location space at a Cable Landing Station, if such Co-location space is required by it for accessing international submarine cable capacity on any submarine cable system from NTTCCINS, enclosing therewith the following, namely:-
- (a) equipment layout plan at the Co-location site at which Co-location space is requested for;
  - (b) purpose of accessing submarine cable capacity;
  - (c) details of Co-location equipment proposed to be installed;
  - (d) the details of space and power requirements;
  - (e) the floor loading of the Co-location equipment;
  - (f) the specification of the Transmission Tie-Cable required;
  - (g) the type of optical fibre cable to be used;
  - (h) the address, phone number, fax and e-mail of the eligible IITE at which communications may be sent by NTTCCINS;
  - (i) any other requirement for Co-location of equipment.
- 16.2 NTTCCINS shall, within ten days after receipt of the application made under clause 16.1, acknowledge the receipt and communicate the acceptance or rejection thereof to the requesting eligible IITE.
- 16.3 In case it is not feasible, due to any valid reasons, for NTTCCINS to provide co-location at the Cable Landing Station referred to in clause 16.1, NTTCCINS, within a period of ten days, of receipt of the application made under clause 16.1, intimate in writing such non-feasibility along with valid reasons therefor, to the eligible IITE.
- 16.4 NTTCCINS shall reject the application made by the eligible IITE under clause 16.1, if it is not an eligible IITE or it has not been granted international gateway permission or licence.

- 16.5 After receipt of acceptance from NTTCINS under clause 16.2, the eligible IITE shall, within five days from the date of receipt of such conformation, enter into a Co-location Lease agreement with NTTCINS.

## **17. CO-LOCATION CHARGES AND PAYMENT TERMS**

- 17.1 The Co-location charges shall be payable, by the eligible IITE who has been provided Co-location by NTTCINS, within five days of entering into an agreement under clause 16.5.
- 17.2 The Co-location charges referred to in clause 17.1 shall be such as specified under this RIO.
- 17.3 NTTCINS shall, upon receipt of application under clause 16.1 and receipt of all charges and fulfilment of other requirements under this RIO, provide the Co-location facility at the Cable Landing Station to the IITE who made such application.

## **18. ALLOCATION OF ALTERNATIVE CO-LOCATION SPACE**

- 18.1 In case NTTCINS is unable to offer, due to space limitations or any other valid reason, the physical Co-location requested for by the eligible IITE, NTTCINS shall take reasonable measures to give an options of virtual Co-location to enable such eligible IITE to have Access Facilitation.
- 18.2 Where NTTCINS is unable to offer Co-location space at Cable Landing Station and the eligible IITE fails to arrange a Virtual Co-location site, then NTTCINS shall endeavour to provide an alternate site other than the Virtual Co-location.
- 18.3 The charges relating to alternate site for Co-location and interconnecting link to the Cable Landing Station shall be borne by the eligible IITE.
- 18.4 In case an eligible IITE is offered, due to space constraints at Cable Landing Station or any other valid technical reason, a Virtual Co-location facility by NTTCINS, in that case NTTCINS shall make available required elements including duct within the building for the purpose of running an interconnection cable within the Cable Landing Station for which the charges shall be payable and borne by eligible IITE.
- 18.5 The eligible IITE shall arrange the telecommunication link from Virtual Co-location Site to cable landing station, cost of which shall be borne by such eligible IITE.

## **19. ADDITIONAL CO-LOCATION SPACE AND CO-LOCATION EQUIPMENT**

- 19.1 If the eligible IITE intends to replace, modify or re arrange any of its Co-location equipment in the Co-location space or install additional Co-location equipment in the Co-location space, it shall submit a request in writing to NTTCINS for such modification, rearrangement or additional Co-location equipment or replacement, as the case may be and NTTCINS shall intimate, within ten days of receipt of such request, its decision for such replacement, modification or re-arrangement.

- 19.2 The eligible IITE shall, upon receipt of acceptance from NTTCINS for such request made under clause 18.1, 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 under these regulations.

## **20. INSTALLATION OF CO-LOCATION EQUIPMENT BY ELIGIBLE IITE**

The eligible IITE, which has entered into an agreement under clause 16.5 with NTTCINS, shall install its Co-location equipment in the Co-location space as may be mutually agreed upon between him and NTTCINS, in accordance with the Co-location equipment installation and maintenance procedures specified in **PART-V** of this RIO.

## **21. AUTHORIZATION FOR PHYSICAL ACCESS FOR CO-LOCATION SPACE AT CABLE LANDING STATION.**

Where an application is made by the eligible IITE under clause 16.1 has been accepted by NTTCINS, the eligible IITE shall communicate, the names of its personnel in the Form specified in the **PART-VII** of this RIO to NTTCINS who shall allow them access to the Co-location space and issue the authorization for physical access in the Form specified in the **PART-VI** of this RIO.

## **22. PROHIBITION TO SUB-LEASE THE CO-LOCATION SPACE**

The eligible IITE shall not assign the lease in respect of or sub-let the Co-location space at the Cable Landing Station and Co-location site.

## **23. THE CO-LOCATION SPACE TO BE USED FOR THE PURPOSE OF ACCESSING SUBMARINE CABLE CAPACITY IN THE CABLE LANDING STATION BY THE ELIGIBLE IITE**

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

## **24. TERMINATION OF LEASE OF CO-LOCATION SPACE**

- 24.1 NTTCINS may, in the event of closure of Co-location site or the expiry of the lease of Reference Capacity, terminate the lease of Co-location space, after giving to the eligible 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.
- 24.2 NTTCINS may terminate the lease of Co-location space, if:
- (a) the eligible 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 lease;

(b) the eligible 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) the eligible 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:

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

24.3 Upon termination of the lease of Co-location space on request by the eligible IITE, prior to the expiry of the lease term, the following charges shall be payable by the eligible IITE, namely:

(a) Co-location charges payable for a period not exceeding six months;

(b) outstanding pro-rata site preparation work charges.

24.4 Subject to the provisions contained in clause 24.3, NTTCCINS may, at any time, by giving notice of not less than ten days to the eligible IITE, terminate the lease of Co-location space if the eligible IITE fails to complete the installation of its Co-location equipment within ninety days.

24.5 If the eligible IITE fails to complete installation of its Co-location equipment due to circumstances beyond its reasonable control, it shall intimate such circumstances to NTTCCINS who shall grant an extension of reasonable time for installation of its Co-location equipment to the eligible IITE.

24.6 If the eligible IITE, upon termination of the lease under clause 24.1, fails to discontinue the use of its Co-location equipment and remove its Co-location equipment, NTTCCINS may remove the Co-location equipment and restore the Co-location site to its original condition.

23.7 Upon expiry or termination of the lease of Co-location space of the eligible IITE, it shall pay to NTTCCINS all reasonable costs, connected with the work undertaken for restoration under clause 23.6 after removal of co-location equipment (including the disposal of the Co- location equipment).

24.8 Upon expiry or termination of the lease of Co-location space of the eligible IITE, any physical access granted to the Co-location site shall stand withdrawn.

24.9 In case the eligible IITE requires restoration of co-location facilities already terminated, it may make a request to NTTCCINS which shall undertake reasonable endeavour and make all efforts to get the co-location facilities restored to the eligible IITE, at the earliest.

24.10 Nothing contained under this RIO shall be construed as binding NTTCCINS for any service guarantee agreement or any representation by NTTCCINS on the performance of the specified international submarine cable system.

24.11 Without prejudice to the rights of NTTCINS as specified in clause 24.2, the eligible IITE may negotiate with NTTCINS or Member of the Consortium of submarine cable system, as the case may be, for any restoration arrangement including alternate transmission medium, if necessary.

## **25. NO OBLIGATION OF NTTCINS TO PLACE CO-LOCATION EQUIPMENT OF THE ELIGIBLE IITE ADJACENT TO EACH OTHER**

NTTCINS shall endeavour to accommodate any reasonable request by the eligible IITE for adjacent placement of its Co-location equipment adjacent to each other but such request shall not confer any right upon the eligible 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 NTTCINS shall be final.

## **26. PERIOD OF CO-LOCATION AGREEMENT**

26.1 The agreement between the parties regarding each Co-location space to be leased under the Co-location frame work shall commence on the date the eligible IITE confirms its acceptance of the charges for the Co-location site and makes payment therefor and remain in force for a minimum period of three years after such commencement or for such period as may be mutually agreed upon between the parties.

26.2 The period of Co-location facility referred to in clause 26.1 shall be renewed by NTTCINS if the eligible IITE has not defaulted in payment of co-location charges or has not committed any breach of the terms and conditions of such agreement.

## **27. INDEMNITY**

27.1 The eligible IITE will indemnify and hold NTTCINS and its officers, directors and employees harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable Attorney's fees arising out of any claim by a third party relating to or arising out of any infringement of third party intellectual property rights, any misrepresentation or breach of representation or breach of these terms and conditions, as well as because of negligence or misconduct of the eligible IITE or its personnel or agents.

27.2 The eligible IITE shall also indemnify and hold NTTCINS and its officers, directors and employees harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable Attorney's fees arising out of any unauthorized use by the eligible IITE or its customers of the Reference Capacity.

## **28. LIMITATION OF LIABILITY**

28.1 Notwithstanding anything contained in this RIO, NTTCINS and its 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.

- 28.3 Notwithstanding anything contained in this RIO:
- (a) NTTCINS shall have no obligation towards eligible 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 or compatibility of the equipment bought or supplied by eligible IITE or its affiliates;
  - (b) in no event shall NTTCINS be liable for the breach by eligible IITE of any of its obligations vis-à-vis any third parties;
  - (c) NTTCINS 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;
  - (c) NTTCINS shall not be in anyway liable for equipment that has been installed or spares held at NTTCINS's premises, if the same are subsequently lost, damaged or destroyed due to any reason whatsoever.
- 28.3 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.
- 28.4 Without prejudice to the indemnities granted by IITE to NTTCINS under this RIO, in no event shall NTTCINS's liability under this RIO be more than the annual amount of payment received as per the payment indicated in **PART-II**, by NTTCINS.

## 29. FORCE MAJEURE

- 29.1 If a force majeure event prevents a Party ("**Affected Party**") from performing any obligation under this RIO than a payment obligation ("**Affected Obligation**"), then to the extent that the Affected Party is so prevented:
- (a) the Affected Party will be excused from discharging the Affected Obligation during the period in which the force majeure event so prevents the Affected Party; and
  - (b) the Affected Party will not be liable to the other Party for any delay or failure to perform its Affected Obligations, or for any claims or losses suffered or incurred by the other Party arising from or in connection with the non-performance of the Affected Obligation during the period in which the force majeure event so prevented the Affected Party.
- 29.2 As soon as is reasonably practicable after the force majeure event ceases to prevent the Affected Party from performing any Affected Obligation, the Affected Party must:
- (a) notify each other Party of that fact; and
  - (b) perform the Affected Obligation, except to the extent that it is no longer reasonably possible to do so, or it is not required to do so by the other Party.

## 30. ANNOUNCEMENTS AND CONFIDENTIALITY

- 30.1 Each will use the other Party's Confidential Information only to exercise rights and fulfill obligations under this RIO. No Party may divulge or otherwise disclose the other Party's Confidential Information to any third party without the prior written consent of the other Party, except that either Party may disclose the other Party's Confidential Information:
- (a) on a need-to-know basis to its affiliates, employees, agents, subcontractors and

professional advisors (including legal and financial advisors) who need to know it and who have a legal obligation to keep it confidential;  
(b) with the other Party's prior written consent; or  
(c) if required by Regulations or a government authority.

30.2 This clause 30 imposes no obligation upon a party with respect to confidential information that: (a) was known to receiving Party before receipt from disclosing Party, as evidenced by receiving Party's files and records in existence before the time of disclosure; (b) is or becomes publicly available through no fault of receiving Party; (c) is rightfully received by receiving Party from a third party without a duty of confidentiality; (d) is disclosed by disclosing Party to a third party without a duty of confidentiality on the third party; or (e) is disclosed by receiving Party with disclosing Party's prior written approval.

30.3 Neither Party may issue any press releases, disclosures, or announcements, or any marketing, advertising, or other promotional materials, related to the MSA or any Order Form or referencing or implying the other Party or its trade names, trademarks, or service marks without the prior written consent of the other Party.

### **31. ASSIGNMENT**

Prior to novating, assigning, or transferring any rights or obligations under this RIO to any party, the eligible IITE must obtain the prior written consent of NTTCINS. However, NTTCINS may novate, assign, or transfer any rights or obligations under this RIO to any party, with notification to the eligible IITE.

### **32. INSURANCE**

The eligible IITE at all times and at its own cost and expense, shall ensure that it is adequately and reasonably insured in respect of the following risks and coverages:

- (a) commercial general liability insurance;
- (b) all risk and property insurance;
- (c) employer's liability insurance; and
- (d) professional indemnity risk coverage.

### **33. WAIVERS**

33.1 A waiver or consent under any provision of this RIO must be in writing and signed by the respective Party and the same shall be effective for the purpose for which it is given.

33.2 Neither Party's failure or delay in exercising any right or remedy under this RIO will be considered a waiver of that right or remedy. Additionally, any single or partial exercise of a right or remedy will not prevent further exercise of that right or any other right or remedy under this RIO.

### **34. NOTICES**

All notices must be in writing, legible, in English and signed by or on behalf of the Party giving notice. Notices must be sent to the relevant e-mail address set out below. Each Party

may change its address (including e-mail address) for notice by written notice to the other Party sent in accordance with this clause.

**Notices to NTTCINS:**

Postal address: A-409, Somdatt Chambers-1, 5 Bhikaji Cama Place, New Delhi 110066  
Alternative Postal Address: NTT CLS Building, Unit 1,2,3, Ground Floor, Jyoti Towers,  
DN Nagar (Opp. Cosmopolitan College) Andheri West, Mumbai- 400053  
Email address: nttin.legal@global.ntt

**Notices to eligible IITE:**

Postal address:  
Email address:

**35. ENTIRE AGREEMENT**

This RIO constitutes the entire understanding and agreement between the Parties related to provision of services, and any change to the terms must be in writing and signed by the Parties.

**36. SEVERABILITY:**

If any provision of this RIO is found unenforceable or invalid, the remainder of the RIO will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

**37. GOVERNING LAW**

This RIO will be governed by the laws of India, excluding any conflict of laws rules that may apply.

**38. DISPUTE RESOLUTION**

38.1 In the event any dispute or difference arises out of or in connection with this RIO (hereinafter referred to as the "Dispute") between the Parties, the Parties shall attempt in the first instance to resolve the Dispute amicably through friendly discussions.

38.2 If the Dispute is not resolved through friendly discussions within 30 (thirty) days after a Party of one part first informs the Party of the other part in writing of the existence of the Dispute, then either Party shall refer the Dispute for resolution by arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act of 1996 or any statutory re-enactment or modification for the time being in force ("Arbitration Act"). The arbitration proceedings shall be conducted in accordance with the Arbitration Rules of Mumbai Centre for International Arbitration ("MCIA") for the time being in force ("MCIA Rules"). The MCIA Rules, as far as applicable, form part of the present clause, as if the same were reproduced herein.

(a) The seat, or legal place, of arbitration shall be Mumbai. For the avoidance of doubt, hearings shall be held at the seat of the arbitration. However, the Parties and the arbitrators are free to agree on holding hearings at a place that is convenient for the Parties, witnesses, and the arbitrators.



- (b) The arbitration shall be held in the following manner:
- (i) All proceedings in any such arbitration shall be conducted in English.
  - (ii) The sole arbitrator shall be jointly appointed by the Parties in accordance with the MCIA Rules.
  - (iii) The arbitration award made by arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

**39. COUNTERPARTS**

39.1 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.

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

**40. STAMP DUTY**

All costs, charges, stamp duty, payable on or in respect of execution of this RIO, shall be borne and paid equally by both the Parties.

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

<p><b>For and on behalf of</b>          NTT Communications India Network          Services Private Limited</p>	<p><b>For and on behalf of</b>          _____</p>
<p>Signature: _____          Name:          Designation:          Date:</p>	<p>Signature: _____          Name:          Designation:          Date:</p>

## SCHEDULE

### PART I

#### **Form of application for request to Access Facilitation at Cable Landing Station for International Submarine Cable Capacity**

.....(Name of eligible IITE) hereby request for Access Facilitation to below mentioned Reference Capacity, which is subject to the Terms and Conditions published in “Cable Landing Station-Reference Interconnect Offer (CLS-RIO) made under the provisions of the Regulations.

.....furnish the necessary details as follows:-

<b>1. Name of the company and its Address</b>	
<b>2. Billing address</b>	
<b>3. Contact person</b> 3.1 Name: 3.2 Phone No: 3.3 Email: 3.4 Fax:	
<b>4. Particulars of eligible IITE, being Access Seeker:</b>	
4.1 International Long Distance Operator	
4.2 Internet Service Provider	
4.3 Licence number:	
4.4 Date of issue of Licence (Please attach an attested copy of licence and valid International gateway permission as applicable)	
<b>5. Technical details of Reference Capacity (Please provide or enclose the relevant information and details, as the case may be)</b>	
5.1 Reference Capacity details: Speed (STM-1/STM-4/STM-16/ STM-64 etc.)	
5.2 Number of capacity units	
5.3 Indefeasible Right of Use or Lease	
5.4 Period (in case of Lease)	
<b>6. Technical details of Reference Capacity of submarine cable:</b>	
6.1 Cable Station Backhaul Port details (capacity and type-STM-1e/ STM-1o/STM-4/ STM-16/STM64 etc.)	
6.2 Assignment provided by submarine cable system capacity owner to be attached if available (slot or Fiber Pair allocation in submarine cable, Bearer Designation, Cable System Owner Internal ID etc.)	
6.3 Proposed/tentative date of testing of backhaul circuit	

6.4 Proposed test schedule and copy of work-order/document issued by owner of cable system along with any other related technical information to facilitate planning of Reference Capacity testing.	
6.5 End to end testing (between the station of eligible IITE and distant end submarine cable station) schedule and provisioning of access of the Reference Capacity at cable landing station.	
<b>7. Details of Reference Capacity owner(s)/submarine cable capacity owner(s) (See clause (c) under sub-regulation (1) of regulation 4)</b>	
7.1 Name of the company and address	
7.2 Contact person 7.2.1 Name: 7.2.2 Phone: 7.2.3 Email: 7.2.4 Fax:	
<b>8. Details of backhaul circuit provider(s) (Domestic Link including local loop)</b>	
8.1 Name of the company and address	
8.2 Contact person 8.2.1 Name: 8.2.2 Phone: 8.2.3 Email: 8.2.4 Fax:	
<b>9. Registration fee payment details</b>	
9.1 Cheque/Banker's Cheque/Demand Draft No. _____ dated _____ for Rs . _____ Drawn on (bank/branch) _____	
<b>10. Name of authorized signatory of this form (Please attach authorization)</b>	
<b>11. Any other details required to be given but not specified at serial numbers 1 to 10 of this Form.</b>	

AUTHORIZED SIGNATORY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Official Seal:

**PART - II**

<b>1. Annual Access Facilitation Charges*:</b>			
<b>Sl.No.</b>	<b>Per Unit Capacity</b>	<b>Amount payable (IN Rupees)</b>	
		<b>At Cable Landing Station</b>	<b>At Alternate location (Meet Me Room)</b>
(i)	STM-1	36,000	1,11,000
(ii)	STM-4	93,000	2,88,000
(iii)	STM-16	2,40,000	7,50,000
(iv)	STM-64	6,25,000	19,50,000
<b>2. Annual Operation and Maintenance Charges for Capacity Provided on IRU Basis:</b> Not Applicable			
<b>3. Restoration and Cancellation charges one time per unit capacity in the event of termination or discontinuance of access facilities:</b> The restoration and cancellation charges for a particular unit capacity shall be levied by NTTCCINS 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.			
<b>4. Co-location charges:</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Co-location Charges per Rack (Rack space= 16 sq.ft.) Per Annum (In Rs.)</b>	
(i)	For Mumbai	6,00,000 (upto 2KW Power)	
(ii)	For Cities other than Mumbai	4,00,000 (upto 2KW Power)	
<b>5. Any other charges or details for eligible IITE, being access seeker but not specified at serial numbers 1 to 4 of this Form</b>			

Note:

1. All the charges referred above are exclusive of applicable taxes.
2. The charges referred above shall be payable by eligible IITE to NTTCCINS on annual advance basis.
3. The eligible IITE shall pay an interest @1.5% per month on all the delayed payments.

**PART - III**  
**TIME PERIOD FOR PROVISION OF ACCESS FACILITATION SERVICES AND CO-LOCATION SERVICES BY NTTCINS**

<b>ACTIVITY</b>	<b>DAYS (TIME LIMIT)</b>
<b>A. TIME PERIOD FOR PROVISION OF ACCESS FACILITATION SERVICES</b>	
1. Eligible IITE, being access seeker submits request to NTTCINS	Day 1
2. NTTCINS checks feasibility and reverts to eligible IITE, being access seeker with acceptance or modified schedule for access facilitation and testing; provides proforma for invoice	Day 11 (max 10 days)
3. Date of firm demand {T1 is the time taken by of eligible IITE, being access seeker to sign the Access Facilitation agreement including the payment as per invoice}; T1 is the time limit max 5 days as per clause (a) and also 5 days as per clause (b) below:-	Day 11 + T1
(a) Time limit for Access Facilitation agreement by eligible IITE	5 days
(b) Time limit for payment as per invoice by eligible IITE	5 days
4. Eligible IITE, being access seeker arranges and provides backhaul {T2 is the time taken by eligible IITE to arrange and provide the backhaul circuit}; T2 is the time limit max 10 days as per clause (a) below:-	Day 11 +T1+T2
(a) Time limit for eligible IITE to arrange for backhaul circuit from any of the service providers including NTTCINS having backhaul circuit capacity at the Cable Landing Station	10 days
5. NTTCINS to complete all actions with a view to facilitate Access to Reference Capacity	Day 22+T1+T2
6. NTTCINS to extend Reference Capacity to MMR and provide cross connections.	Day 24+T1+T2
<b>B. TIME PERIOD FOR PROVISION OF CO-LOCATION SERVICES</b>	
<b>Activity</b>	<b>Days (Time Limit)</b>
1. Eligible IITE, being access seeker submits Request to NTTCINS.	Day 1
2. NTTCINS checks feasibility and reverts to eligible IITE, being access seeker with acceptance or rejection with reasons and with alternative proposal	Day 11 (max 10 days)
3. NTTCINS provides provision of Co-location at Cable Landing Station (T3 is the time taken by of eligible IITE, being Access Seeker to sign the co-location agreement and payment of charges); T3 is the time limit max 5 days as per clause (a) and also 5 days as per clause (b) below:-	Day 12+T3
(a) Time limit for the co-location agreement by eligible IITE	5 days
(b) Time limit for payment of charges for Co-location by eligible IITE	5 days
4. Any other details required to be given but not specified at serial numbers 1 to 3 of the Para B of this Form	

**PART-IV**  
**FORM OF REQUEST FOR CO-LOCATION FACILITY AND SERVICES**

**APPLICATION FOR REQUEST TO CO-LOCATION FACILITY AT CABLE LANDING  
STATION FOR INTERNATIONAL SUBMARINE CABLE CAPACITY**

M/s .....(Name of access seeker) hereby request for Co-location facility, which is subject to the terms and conditions published in the Regulations.

M/s .....furnish the necessary details as follows.

<b>1. Name of the company and its address</b>			
<b>2. Billing address</b>			
<b>3. Contact person</b> 3.1 Name: 3.2 Phone No: 3.3 Email: 3.4 Fax:			
<b>4. Particulars of eligible IITE, being Access Seeker:</b>			
4.1 International Long Distance Operator			
4.2 Internet Service Provider			
4.3 Licence number:			
4.4 Date of issue of Licence			
<b>5. Details of eligible IITE requesting for Co-location</b>			
5.1 Date of application			
5.2 Application reference No.			
5.3 Approval for physical access is sought for the purpose of:			
5.4 Reference date /time of access			
5.5 Estimated duration of access			
5.6 Name of Person(s) for which physical access is required	No	Name of Person	Contact No.
	1		
	2		
5.7 The Co-location site at which Co-location space is requested:			
5.8 Purpose of accessing submarine cable capacity:			
5.9 Co-location equipment proposed to be installed:			
5.10 The space and power requirements:			

5.11 The floor loading of the Co-location equipment:	
5.12 The capacity of the Transmission Tie-Cable required:	
5.13 The type of optical fibre cable to be used:	
<b>6. On Behalf of eligible IITE</b>	
6.1 Name:	
6.2 Designation	
6.3 Contact Number	
6.4 Fax Number	
6.5 e-mail id	
6.6 Company Seal	
6.7 Signature	
<b>7. Owner of Cable Landing Stations' (Name) reply to the requesting eligible IITE</b>	
7.1 Application returned - incomplete / illegible	
7.2 Not approved	
7.3 Reasons for rejection	
<b>8. Approved subject to details &amp; conditions given in the attached letter of authorization</b>	
8.1 Alternative date & time	
8.2 Alternative co-location site (if applicable)	
8.3 Owner of Cable Landing Station approval code	
<b>9. On Behalf of owner of Cable Landing Station</b>	
9.1 Name	
9.2 Designation	
9.3 Contact number	
9.4 e-mail id	
9.5 Fax No.	
9.6 Company seal	
9.7 Signature	

**PART-V**  
**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 eligible IITE, being access seeker must submit detailed installation plans and installation schedule.

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

(c) The eligible 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 eligible IITE, being access seeker, failure to complete installation is attributable to circumstances beyond the reasonable control of eligible IITE, NTTCINS will grant a reasonable extension of time for installation to the eligible IITE, at his request. Eligible 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 eligible 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 eligible 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**

NTTCINS shall, if the eligible IITE, being access seeker so desires, designate and provide the Exchange Earth and Power Distribution Point for the eligible IITE. The eligible IITE, being access seeker, shall pay NTTCINS the charges for the provision of the Exchange Earth and power installation and termination in accordance with NTTCINS 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 eligible 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 promptly. Where the eligible IITE's equipment is causing interference to existing equipment and the interference cannot be resolved, the eligible 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 eligible IITE, being access seeker, must comply with NTTCCINS Standard Operating Procedures for Co-location space and any written instructions, which are provided to the eligible IITE by NTTCCINS.

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

(c) NTTCCINS 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 eligible 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 eligible IITE.

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

(e) No work shall be performed by the eligible 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 NTTCCINS.

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

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

### **1.6 Final Inspection**

(a) Upon completion of the installation of the Co-location equipment in the Co-location space, the eligible IITE, being access seeker, shall advise NTTCCINS and request NTTCCINS 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; NTTCCINS shall notify the eligible IITE, being access seeker. The eligible 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 eligible IITE, being access seeker, fails to reinstall or take the appropriate corrective action referred to in clause 1.6(b) above, NTTCCINS may take appropriate corrective action including removal of the eligible IITE's Co-location equipment. The reasonable costs for the corrective action shall be borne by the eligible IITE, being access seeker.

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

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

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

(a) notify NTTCCINS 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 eligible IITE, being access seeker, for the purpose of connecting the eligible IITE's Network to access Reference Capacity on specified international submarine cable at Cable Landing Station under this Schedule or for interconnection with other service providers' equipment/ network located in Cable Landing Station for provisioning of backhaul circuit.

### **2.4 Compliance**

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

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

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

### **2.5 Marking of Equipment**

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

**PART - VI**  
**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. 2. Approved time of access
3. 3. Approved duration of access
4. On behalf of owner of Cable Landing Station
5. Signature .....
6. Name .....
7. Contact phone number.....
8. Fax No.....

**PART - VII**  
**Form of Name and Details of Personnel to be Authorized**  
**(See regulation 20)**

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