

 <p>BHARAT SANCHAR NIGAM LTD.</p>	<p align="center">BHARAT SANCHAR NIGAM LIMITED APPLICATION FOR NEW REGISTRATION/RENEWAL WEB COLOCATION SERVICE ON SANCHARNET (NIB) (Use one Application Form per Subscription)</p>	<p align="center">Form 'B'</p> <p><u>For office Use only</u></p> <p>Customer Code Date Received Signature</p>
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Dear sir,

I/We wish to subscribe for 10 Mbps Shared Web Colocation service. Necessary particulars as given below:

1. **Name** _____

2. **Address** _____

City _____
State _____
Pin Code _____

3. **Telephone Nos from where internet is to be Accessed (Prefix STD Code without 0)** (1) _____

(2) _____

4. **Contact Telephone No.** (1) _____

(2) _____

5. **Fax No.** _____

6. **Contact E-mail ids** _____

7. **Server Details** (for new subscription)

Plan (I to VII) _____

Number of Servers _____

Model of Servers _____

Rack Space (in U) _____

AC Power Requirement _____

Air Conditioning Requirement _____

Domain to be Hosted _____

8. Existing Server details (to be filled in case of renewal only):

Plan (I-VII) _____

Number of Servers _____

Model of Servers _____

Rack Space (in U) _____

AC Power Requirement _____

Air Conditioning Requirement _____

Domain to be Hosted _____

9. Payment Details

Cash/DD No.	Bank Name	Branch	Date	Amount

I have gone through the Broad Terms and Conditions of the Services and agree to abide by the same.

Date:
Seal of the organisation

Signature
Applicant's Name

Note:-1). All Cheques/DDs should be drawn in favour of _____
2). Please visit www.bsnl.co.in for latest tariff details.

BHARAT SANCHAR NIGAM LIMITED

ACKNOWLEDGEMENT SLIP

Received Application Form for BSNL's Web Colocation Services from the organization as per the detail given below:

1. Name _____

2. City _____

<u>For Office Use Only</u>		
Customer Code	Date Received	
	Name	
	Signature	
	Seal	

GENERAL TERMS & CONDITIONS

1. The charges are based on the volume of the Data Transacted. The volume of Data transferred includes the Ingress and Egress Data on the port and comprises of TCP/IP payload of HTTP, FTP, SMTP or any other data.
2. Minimum period of hire of co-location server services is six months.
3. Initial charges (which includes the Registration, Initial deposit and Installation charges) shall be payable at the time of installation along with three months rental. Rental charges (including the Space and Bandwidth) shall be payable on quarterly basis.
4. Advance deposit shall be adjusted in case no renewal request is received. No interest shall be payable on advance deposit/rental.
5. If monthly data transfer exceeds from specified limit, customer will be charged for incremental monthly data transfer. Customer will have the option to migrate to higher plan by paying the difference of annual charges. Customer will also have the option to migrate to lower plan and excess amount paid shall be adjusted accordingly. The migration to lower plan/higher plan would only be effective from prospective date i.e. annual tariff and incremental usage tariff for the previous usage charging will be done on the basis of new plan for the remaining period.
6. Annual Tariff (Bandwidth and Space Rental) will be payable on quarterly basis whereas the incremental usage billing will be done on monthly basis.
7. Subscriber will be responsible for installing software / devices for securing the web server.
8. Domain Hosting will be done only for the Websites Hosted on the Colocated Web Server. Customer will be required to directly approach the Domain Name Registrars for Domain Registration until BSNL ties up with registry bodies for registration.
9. Services like tape storage or providing additional networking equipment to the customers shall not be offered.
10. Other broad terms and conditions given at Clause: 16 below shall also apply.

BROAD TERMS AND CONDITIONS

1. BSNL would try to maintain the national and international links as reliable as possible. However, it would own no responsibility in case of interruptions in the network beyond its reasonable control.
2. The subscriber is required to desist from email spamming and unsolicited messaging on server. In case the customer implements messaging application, necessary measures like anti-relay, anti-spamming, prevention of unsolicited bulk mailing etc have to be implemented. BSNL has zero tolerance for such activities and if detected would result in immediate suspension of service to the subscriber.
3. The subscriber is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not made by him or any other person using his password/ privilege.
4. BSNL may revise tariff for Web Co-location services from time to time at its discretion.
5. The subscriber is required to fully comply the provisions of the Indian Telegraph Act, 1885 and the Indian Telegraph Rules made thereunder, IT Act 2000 and any amendments or replacements made thereto from time to time.

6. Payment of bills – it would be the responsibility of subscriber to make advance payment of service. BSNL reserves the right to discontinue the service in case of non-receipt of advance payment without giving any notice to the subscriber.
7. Arbitration of Disputes – In the event of any question, dispute or difference arising out of provisions of web co-location services, the matter shall be referred to the sole arbitration of the Chairman and Managing Director, Bharat Sanchar Nigam Limited, New Delhi or any person appointed by him.
8. Customers will be responsible for creating their own HTML pages. The customers will give an undertaking that no other communication services would operate from the servers. Only a single IP address will be allocated for this by BSNL.
9. The co-location of the server in BSNL would involve only its installation in a rack or operational area. No physical access to the server will be provided by BSNL on a day-to-day basis. Physical access shall only be allowed on prior permission of the competent authority in BSNL. The customers would be expected to update the server through a normal dial up line and using their own account on Internet. The responsibility for hardware maintenance of the server lies with the customers. BSNL staff would not be involved in day-to-day operations of the server in any manner.
10. For any breach of the terms & conditions BSNL shall have right to to disconnect the collocated server from the net at its sole discretion without prejudice to any other action as may be warranted.
11. Maintenance schedule: BSNL performs routine maintenance that enables BSNL to install improvements to BSNL's network and infrastructure. Additionally, preventive maintenance is performed to correct potential issues that have been identified by BSNL based on careful monitoring and thorough analysis of activity logs of BSNL's network and facilities.
12. BSNL makes every effort to prevent disruptions in services and performs maintenance during low traffic times in order to minimize potential interruptions to customers' Internet operations. Whenever possible, BSNL will issue notice, before 48 hours of the planned maintenance to allow its customers to manage their business more effectively.
13. *Force Majeure* - If at anytime, during the continuance of BSNL Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the subscriber shall not have any claim for damages against BSNL in respect of such non-performance or delay in performance of BSNL Internet Services.
14. *Acceptable user policy for Sancharnet users:* This acceptable user policy (AUP) specifies the actions permitted by Bharat Sanchar Nigam Limited (BSNL) to its users of Sancharnet Internet Services, including Web Co-location, Web Hosting, VPN services, leased line, Dial up and other services which may be introduced in future.. BSNL reserve right to modify the policy at any time. All subscribers of Sancharnet Services, directly or indirectly are required to engage in acceptable use only as per this policy as modified from time to time. The details of the policy can be had from the website: www.sancharnet.in or www.dnw.bsnl.co.in
15. Service and any other TAX shall be charged extra.

 <p>BHARAT SANCHAR NIGAM LTD.</p>	<p>BHARAT SANCHAR NIGAM LIMITED</p> <p>DECLARATION FORM</p> <p><i>for</i></p> <p>WEB COLOCATION SERVICE ON SANCHARNET (NIB)</p>
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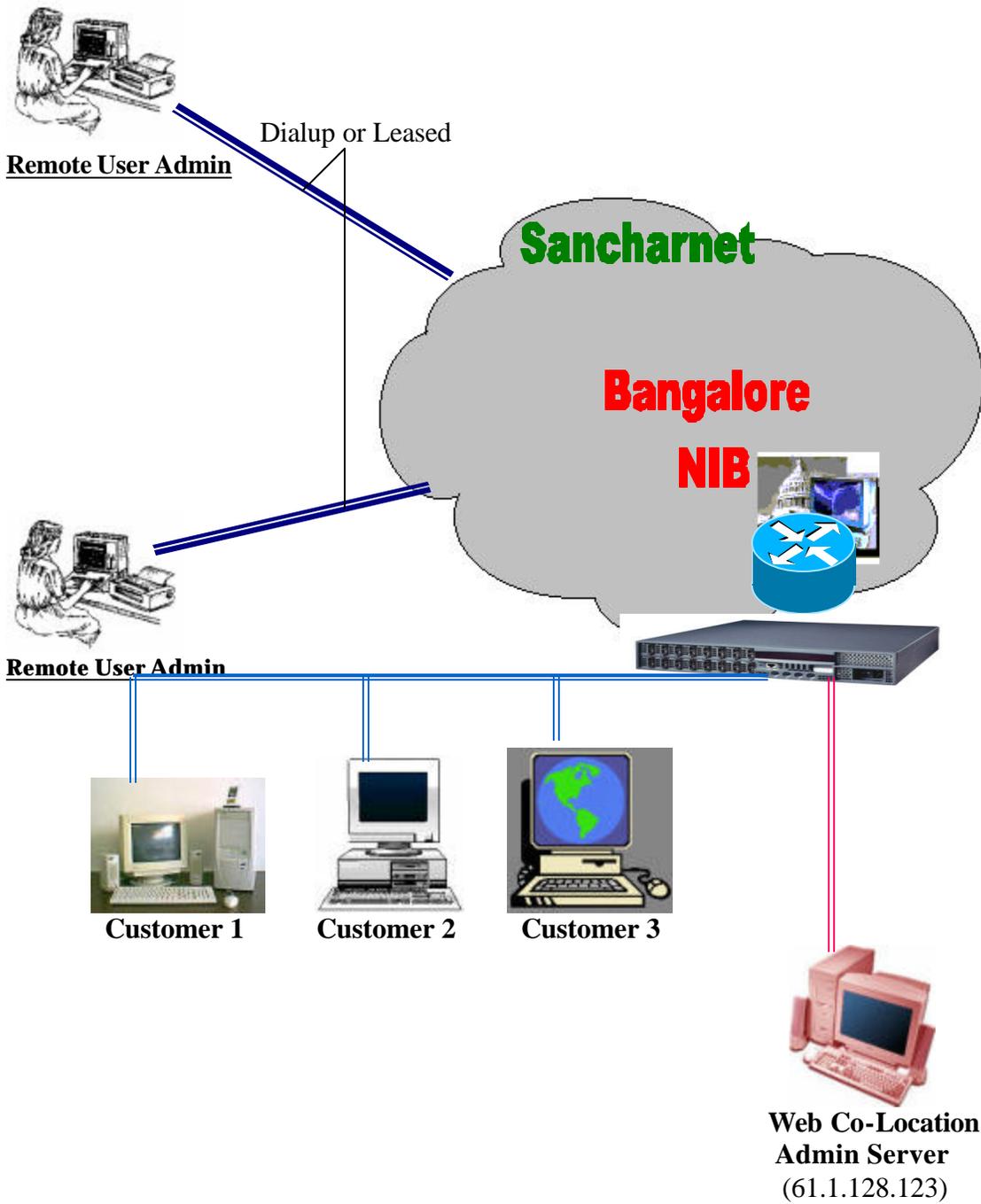
DECLARATION

I/WE have carefully read the terms and conditions of the agreement and Acceptable User Policy of BSNL Web Colocation Services and agree to abide by the same.

Authorized Signatory of Organization
(Name of the signatory)
(Designation of the signatory)

Date
Place

For Office Use Only	
Customer Code	
Date Received	
Billing Code	



WEB CO-LOCATION SERVICES