

This Internet Service Agreement (hereinafter referred to as the "Agreement") is entered and shall be effective as on 21st June 2021,

By and Between

Blue Lotus Support Services Pvt Ltd formerly Limras Eronet Broadband Service Pvt Ltd (hereinafter referred to as the "Company"), having its registered place of business at No.156, Doshi Towers, 1<sup>st</sup> Floor, Poonamalle Highway Road, Kilpauk, Chennai 600010 and;

Siddharth Institute of Engineering & Technology (hereinafter referred to as the "Client"), having its location at Siddharth Nagar, Narayanavanam Road, Puttur, Chittoor Dt., Andhra Pradesh.

The Company and the Client are collectively referred to as the "Parties" and "Party" individually.

WHEREAS, the Client wishes to engage in internet services from the Company

AND WHEREAS, the Company has agreed to provide the necessary services to the Client

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties hereto agree as follows:

#### **Terms and Conditions**

#### 1. Term

The initial term of this Agreement shall be effective from the date 01.07.2021 of installation of the equipment and establishment of internet services. The term of the Agreement shall be for a period of One year.

# 2. Fees

- The payment for internet services amounts to Rs.1,80,000. The Company shall provide notice for 15 days to the Client. The billing shall be commenced on the date of activation of the internet service.
- 2. The Customer agrees to pay all the necessary amount incurred upon receipt of the invoice. The amount shall be paid in Rupees.

#### 3. Termination

The Agreement shall be terminated if any of the following events occur:

- 1. Either Party breaches the contract;
- 2. The Company does not provide the necessary internet services to the Client;
- 3. The Client does not make the payment on time;

### 4. Customer's Obligations

The Client with its own expense provides all the necessary preparations which are required for installation and maintenance of the internet connection. The Client will provide the necessary information required for the service.

## 5. Company's Obligations

The Company shall install and maintain internet services and will also confirm that the Company is in good faith. The Company shall also provide the Customer with technical support for installation.

## 6. Indemnification

The Client agrees to indemnify the Company against any claim, damages, cost, loss, expense or any kind of liability arising by the Indemnities in connection with any claims, suits, demands, arising out of this Agreement.

## 7. Intellectual Property

The Company represents that all the work provided to the Client during service under this Agreement shall become the sole and exclusive property of the Client.

# 8. Limitation of Liability

The liability of the Client shall be limited to the fees due to the Company under this Agreement. In no event shall the Client be liable for any special, incidental, consequential, or other damages.

### 9. Miscellaneous

- Force Majeure: Neither Party shall be liable for any loss or delay resulting from any force
  majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military
  hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery
  date shall be extended to the extent of any delay resulting from any force majeure event.
- Severability: In the event, any provision of this Agreement is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Agreement and all other provisions shall remain in full force and effect as valid and enforceable.
- 3. Governing Law: This Agreement and the rights of the Parties hereto shall be governed and interpreted by the laws of the Andhra Pradesh District and Federal courts. Both the Parties hereto agree that any disputes arising regarding this Agreement shall be subject to the exclusive jurisdiction of the court.
- Notices: Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or courier to the mentioned address.
- Entire Agreement: This is the entire Agreement regarding the terms and conditions of the Company's engagement. It supersedes all other agreements between the Parties.

## 10. Arbitration

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by Arbitration. There shall be one which shall be appointed by both parties. The place of Arbitration shall be Tirupati and Seat shall be Andhra Pradesh. The arbitrators' decision shall be final and will be binding upon both Parties.

# Acceptance and Signature

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as on the day and year mentioned above.

Mr. SHIV KUMAR.B

Director
Blue Lotus Support

Dr. K. CHANDRASEKHAR REDDY

Siddharth Institute of Engineering & Technology
Siddharth Institute of Engineering & Technology