

(On Member's Letterhead)

Undertaking

I/we _____ do hereby undertake the following:

1. I/We agree that the Point to Point Leased Line circuit will be used purely for ICEX trading purpose only.
2. I/We agree that this Point to Point Leased Line circuit will not be interconnected to any of the Leased Line/ Data Circuit/ Network/ PSTN/EPABX etc of Bharti/Tata Telecommunications/BSNL/MTNL or any other service providers which is not permitted by the rules of Telegraph Authority/ICEX. I/We further agree to extend facility to the Telegraph authority /ICEX in order to enable monitoring of the purpose, performance and operation of the circuit, as and when required.
3. I/we hereby agree to abide by the provisions of Indian Telegraph Rules in force and as modified from time to time and such other terms and conditions prescribed by the telegraph Authority/ICEX.
4. I/We agree that necessary charges for registration/installation/Advance annual rental/Arrears, if any will be paid to the controlling/billing authority of ICEX, as and when we receive demand note/advice from ICEX and when such charges become due.
5. I/We agree that I/We shall pay the cancellation charges and other expenses Incurred to establish the circuit as requested by me/us that may become payable, in the event of cancellation of the application/closure of the circuit at later date.
6. I/We do hereby agree to indemnify the Govt. of India/ DoT/ ICEX and keep them indemnified against any loss damage claim, cost, charges, expenditure incurred by or made against them in respect of loss of rent/ call charges, violation of C.U.G. norms due to misuse of the circuit or otherwise whatsoever in the matter.
7. In case ICEX provides us Routers, it will be our responsibility to maintain the same safely. In case of any physical damage or theft we will bear the charges specified by ICEX.
8. In case ICEX provides us Routers, We will pay the installation charges and annual support charges as communicated to me/us to ICEX.
9. We shall further undertake to unconditionally indemnify ICEX in case of any damage or loss or claim raised by any service provider / authority for use of MPLS, routers negligently or otherwise by us.

Stamp & Signature of the Authorized Signatory

Date:

Place: