



1. Data Transfer Utilization

Miracle Solutions shall monitor bandwidth utilization for each server in the Miracle Solutions Internet backbone network, with the objective of determining the necessary bandwidth to maintain Service quality. Miracle Solutions' network design policy is to commence the initiation of a capacity upgrade for any backbone link in the Miracle Solution's backbone network, when a backbone link reaches a sustained utilization above Eighty five percent (85%) for more than four (4) consecutive hours.

Miracle Solutions, also monitors the Data Transfer utilization of each server in the Miracle Solution Internet Backbone network, with the objective of the servers, are not using more than its allocated data transfer rates per month. In case of extra usage, it will be billed to the customer at Rs 1000/- (to be mentioned by Branch) - per additional GB usage per month and the payment should be made within 7 days.

2. Availability

The target availability objective for the Miracle Solution Data centre is ninety-nine percent (99%) per month (excluding unavailability due to scheduled maintenance). The availability figure applies to Miracle Solution- controlled routers and IP backbone facilities, and other data centre equipment. Service Outage shall mean an incident when service is unavailable for at least sixty continuous (60) minutes in duration.

Service Outage shall not include any service outage or interruption resulting from maintenance action requested by or attributed to the Customer, nor from scheduled or routine Miracle Solution maintenance operations.

In any case the Miracle Solution shall not grant service outage credits in cash or cheque or in any form of Money.

3. The Service Level Agreement is part of the Server Co- Location Agreement and shall be read and understood accordingly.

4. PROHIBITED ACTIVITIES :

1. For purposes of the prohibited and/or abusive activities, the term "content" means information or material of any type capable of being posted or transmitted on or through the Access Service, including material in print, graphic, pictorial audio, or audio-visual form.

2. When using the Service:

(a) Defamation. CLIENT agrees not to post or transmit any content in violation of any applicable law of libel or defamation in India or elsewhere.

(b) Fraud. CLIENT agrees not to post or transmit any fraudulent content on or through the Service. This includes any content that you know or have reason to know is false, and that you intend for others to rely on.

(c) False Advertising. CLIENT agrees not to post or transmit on or through the Service any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

(d) Unsolicited Advertising. CLIENT agrees not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other subscribers, individuals, or entities, except in those areas (e.g., classified advertisement areas) that are designated for such a purpose. CLIENT further agrees not to involve or associate MIRACKLE SOLUTIONS or its associate Companies in any way with the posting or transmission of unsolicited advertising, promotional materials, or other forms of solicitation, including but not limited to unsolicited advertisements sent from another service provider advertising a MIRACKLE SOLUTIONS hosted web page, and unsolicited advertisements sent from another service provider which request that replies be sent to a MIRACKLE SOLUTIONS or its related Companies email address.

(e) Copyright Violations. CLIENT agrees not to post or transmit on or through the Service any content that infringes another person's or entity's copyright in all or any part of the content.

(f) Trademark, Service Mark, and Trade Dress Violations. CLIENT agrees not to post or transmit on or through the Service any content that infringes, dilutes or otherwise violates another person's rights in its trademarks, service marks, trade, dress, or other indicia of origin.

(g) Trade Secret Violations. CLIENT agrees not to post or transmit on or through the Service any content that reveals trade secrets or other confidential or proprietary information belonging to another person or other entity.

(h) Obscenity. CLIENT agrees not to post or transmit any obscene or pornographic content, including, but not limited to, child pornography, on or through the Service.

(i) Harassment, Threats, and Abuse. CLIENT agrees not to use the Service to harass, intimidate, threaten, or abuse any person or entity, by any means, including the use of vulgar, hateful, racially or ethnically offensive, sexually harassing, or otherwise objectionable content.

(j) False Pretenses. CLIENT agrees not to use the Service to impersonate any person, including but not limited to, a MIRACKLE SOLUTIONS official or an information provider, guide, or host, or communicate under a false name or a name that you are not entitled or authorized to use in all

forms of online communication, including, but not limited to, screen names, subscriber profiles, chat dialogue, and message posting.

(k) Chain Letters. CLIENT agrees to not post or transmit chain letters or messages that offer a product or service or even general information based on the structure of a chain letter, on or through the Service.

(l) Inappropriate Content. CLIENT agrees not to post or transmit on or through the Service content that is patently inappropriate material under the circumstances

m) Violations of Service Providers' Rules. CLIENT agrees not to use the Service to violate any operating rule, policy, or guideline of any other online service provider or interactive service.

(n) Not Transferable. CLIENT agrees that this Agreement is not transferable.

(o) Process Abuse. CLIENT agrees not to make false or unverified complaints against MIRACKLE SOLUTIONS or any of its employees, agents and other customers, or otherwise abuse any of MIRACKLE SOLUTIONS complaint registration and response procedures.

(p) Systems Abuse. CLIENT agrees not to abuse MIRACKLE SOLUTIONS system, or any other system accessible through the Internet via MIRACKLE SOLUTIONS, by causing any harm to the system so that it inhibits or negatively impacts the ability of other users to effectively use such system. You further agree not to compromise or attempt to violate security at MIRACKLE SOLUTIONS or elsewhere, including but not limited to, attempted access of any data, server, or account that you are not expressly authorized to access.

(q) Support Abuse. CLIENT agrees not to harass, threaten or abuse authorized representatives of MIRACKLE SOLUTIONS, including but not limited to tech support representatives, customer relations representatives, and sales representatives, or otherwise abuse MIRACKLE SOLUTIONS support services.

(r) SPAM. CLIENT shall not send unsolicited messages, whatever the purpose may be. You or your end users agree not to post or cross post, unsolicited commercial messages regardless of content on/ through either of your IP address(es), been provided to you by MIRACKLE SOLUTIONS.

(s) Disruptive Activities. CLIENT shall not use or allow any and all licensed users to use the Service to disrupt the normal flow of online dialogue, including but not limiting to, by way of uploading data contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, or otherwise act in a manner that negatively effects use of the Internet by other subscribers, users, individuals, or entities.

(t) Inappropriate software, products, and services. CLIENT agrees not to post, transmit, promote, or otherwise make available any software, product or service that is illegal, violates the rights of MIRACKLE SOLUTIONS or a third party, or is designed to violate this Agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e. "spamware"), services which send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs, and programs designed to gain unauthorized access to networks on the Internet.

3. CLIENT agrees not to engage in the following activities, which are outside the purview of Internet Telephony service and are illegal in India:

(a) Voice communication from anywhere to anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN) as defined in National Numbering Plan;

(b) Originating the voice communication service from a Telephone in India and terminating the voice communication to Telephone within India;

(c) Establishing connection to any Public Switched Network in India and /or establishing gateway between Internet & PSTN/ISDN/PLMN in India;

(d) Dial up lines with outward dialing facility from nodes.

Mirackle Solutions

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