
VSAT Connectivity

In terms of the provisions of Rules, Bye-Laws and Business Rules of the Exchange, Members are notified as under:

The Exchange is pleased to introduce VSAT (Very Small Apperature Terminal) as one of the connectivity option to the members to connect to its trading platform. For this Exchange has tied up with Sify Technologies Limited (Sify) as an Independent Service provider (ISP) who will supply VSAT through Tatanet.

1. Application procedure

The member shall have to submit to the Membership Department of the Exchange application for MPLS / VSAT and Undertaking for MPLS VSAT connectivity along with the payment by way of Cheque/ Demand Draft as per specified formats enclosed as **Annexure I** and **Annexure II**.

On receipt of the details given in Annexure I and Annexure II and the payment, Exchange will submit the application, on behalf of the member, to Sify for further processing after which it may take 2 to 3 weeks for the activation of VSAT connectivity. Sify will provide Ext. C VSAT to the member which will be activated on Tatanet services (hub) at New Mumbai.

The member has to provide site status report as per **Annexure III** and LST/CST declaration (**Annexure IV**) and waybill if required to Sify in advance to facilitate activation of VSAT.

2. Charges and payment procedure with application

Member shall be required to pay a one-time cost towards VSAT equipment (Non-refundable) and annual recurring charges towards bandwidth charges as per **Annexure V** by way of Cheque /Demand Draft in favor of Sify Technologies Limited.

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Ace Derivatives and Commodity Exchange Limited
4th Floor, Building No. 4, Infinity IT Park,
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Tel : 022-66709200, Fax : 022-66709290 Website : www.aceindia.com

The annual recurring charges towards maintenance of VSAT equipment (VSAT AMC) shall be applicable from 2nd year and onwards. Annual Recurring charges from second year onwards will be recovered from the member annually in advance after submitting the bills.

3. User IDs

The Bandwidth and Number of User IDs Allowed is as per below:

Bandwidth	Number of User IDs Allowed (TWS + CTCL)
5 Kbps (interactive)	5 (max. one CTCL IDs)

4. Technical support

For Technical support Members are requested to contact on telephone numbers/ email address as mentioned in **Annexure VI**

For and on behalf of

Ace Derivatives & Commodity Exchange Limited

Shailesh Patni

Head – IT Infrastructure

For any clarifications or assistance, please contact the Customer Service Group at 022-6670 9201 or send us an email at services@aceindia.com

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Annexure I:

Application Form for MPLS Leased Line/VSAT

(On Members' Letter Head)

Date:

To:

Ace Derivatives and Commodity Exchange Limited

4th Floor, Building No. 4, Infinity IT Park,

Gen. A. K. Vaidya Marg,

Malad (East),

Mumbai 400 097

Fax No.: 022-66709292

Dear Sir,

Sub: Application for MPLS Leased Line/VSAT Connectivity

This has reference to your circular no. _____ dated _____ for the purpose of VSAT connectivity through Sify Technology Limited to the Ace trading system. We desire to avail the said facility. Please find below the details of the locations, contact persons and site telephone numbers where we require the VSAT to be installed.

1.	Name of Trading Member	
----	------------------------	--

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2.	Member ID		
3.	Billing Address		
4.	Contact Person at Billing Address	Name:	
		Email:	
		Mobile:	
		Landline:	
		Fax:	
5.	Site Address	(Address where VSAT to be installed)	
6.	Contact Person at Site Address	Name:	
		Email:	
		Mobile:	

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		Landline:	
		Fax:	
7.	Connectivity Type	<input type="checkbox"/> MPLS Leased Line (wireline) <input type="checkbox"/> MPLS Leased Line (wireless) <input type="checkbox"/> VSAT MPLS LL Bandwidth: Kbps/Mbps VSAT Bandwidth 5 Kbps (Interactive)	
8.	Router required (optional)	<input type="checkbox"/> YES Cisco 1841 <input type="checkbox"/> NO	

A Cheque / D.D. amounting to (Rupees
..... only) in favour of 'Sify Technologies Limited' payable at
Mumbai drawn on (Name of Bank)..... No..... dated
..... towards the above mentioned connectivity is enclosed.

(In case of multiple circuits, please enclose application form separately for each link)

Yours faithfully,

(Name & Signature of the Authorized Signatory with Company Seal)

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Annexure II:

Instructions to fill undertaking for MPLS, Leased line, VSAT and Internet connectivity

1. This Undertaking has to be either franked or executed on a Non-Judicial stamp paper of Rs. 300/- or the value prevailing in the state, whichever is higher.
2. Please ensure that each and every blank in the undertaking is duly filled.
3. Please ensure that each and every handwritten detail filled is to be countersigned by the authorized signatories and to be rubber stamped.
4. Members are requested to obtain the signature of the authorized Signatories and rubber stamp on each and every page of the undertaking.
5. Obtain signature of two witnesses on the last page of undertaking.
6. In case of a corporate entity affix the common seal of the company on the last page of the undertaking.

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UNDERTAKING

(For Corporate, Partnership, Limited Liability Partnership, Individual/Proprietorship)

This Undertaking cum Indemnity is made on this the _____ day of _____ 20____ by _____, admitted as a Member of Ace Derivatives & Commodity Exchange Limited (ACE) and having his address/its registered office at _____ (hereinafter referred to as "Member" which expression shall unless repugnant to the context or meaning thereof shall include his/its heirs, successors, assigns and legal representatives) to and in favor of Ace Derivatives & Commodity Exchange Limited (ACE or the Exchange), a company incorporated under the Companies Act, 1956 having its registered office at Near Central Bank, Gandhi Road, Ahmedabad - 380001 (hereinafter referred to as " ACE " which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors or assigns).

WHEREAS:

1. ACE has introduced a trading system for the purpose of providing a screen based trading facility for the whole territory of India, known as Automated Trading System (hereinafter referred to as "ATS").

2. ACE through its ATS has established trading facilities in the whole territory of India by setting up a central trading system at Mumbai connecting to members' workstations through an appropriate communication network known as "ACE-NET" using MPLS leased lines, Internet and VSAT network hereinafter referred to as the "connectivity" for the sake of brevity.

3. For the said network, ACE has appointed Sify Technologies Limited as a Service Provider who has been granted ISP/NLD/ILD license by the Department of Telecommunications

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("DOT"), Government of India). Sify Technologies would act as a service provider and procure the connectivity for the members from any of the carriers such as Bharti/Tata/MTNL/BSNL etc.

4. The Member intends to be connected to the ACE-NET through MPLS leased lines, VSAT procured through Sify Technologies Limited and/ or internet procured through any other Service Provider and ACE agrees to provide the said facility among other conditions, on the execution of this undertaking.

NOW IN CONSIDERATION OF ACE permitting me/us as a trading member to use the above mentioned ACE-NET, the undersigned UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE:

- i. That ACE grants to me/us a revocable, non-exclusive and non-transferable entitlement to avail the Services of ACE-NET for its personal use only. I/We agree and undertake that access to and/or use of the Services shall be deemed unconditional acceptance of the Services by me/us.
- ii. That ownership of ACE-NET will remain with ACE and will not be transferable to me/us in any manner.
- iii. That Closed User Group for the ACE-NET will consist of ACE and its authorized members/users.

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- iv. To procure the required connectivity through Sify Technologies Limited and make all the necessary payments to and follow up from time to time for installation, commissioning with Sify Technologies Limited and shall submit all the required documents to ACE/ Sify Technologies Limited immediately.
- v. To take all the necessary measures to shift the connectivity at my/our own cost (including the cost of any extra equipment, if required) to the new location of ACE as and when intimated and shall not hold ACE responsible for any stoppage of trading through such connectivity during the shifting period for any reason whatsoever.
- vi. That I/We shall do all necessary follow-ups with Sify Technologies Limited in case of shifting of my/our operation to other locations and shall pay the necessary charges to Sify Technologies Limited for the shifting of such connectivity.
- vii. To use ACE-NET and all related or connected equipment only for the purposes prescribed and approved by ACE.
- viii. To hire MPLS Leased Line circuit / VSAT for a minimum period as may be prescribed by the service providers from time to time.
- ix. To ensure that the operation of the systems / Equipment installed by me/us does not cause any harm/loss to the Department of Telecommunication/Bharti/Tata/BSNL/MTNL or ACE or Sify Technologies Limited.

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- x. To procure and use only Sify Technologies Limited/ACE approved equipment for the purpose of being connected to the ACE-NET.
- xi. To use ACE-NET subject to the condition that the license issued by the Director General, Department of Telecommunication may be amended or altered from time to time and is issued only for the specific approved systems / equipment / circuits / services and users and subject to the condition that the Director General, Department of Telecommunication, reserves the right to revoke the license suo moto at any time.
- xii. To use ACE-NET subject to the provisions of the Indian Telegraph Act, 1885, The Indian Telegraph Rules, The Indian Wireless Telegraphy Act 1933 and all other Rules and Regulations and relevant laws which shall be applicable and shall be complied with.
- xiii. To use all communications through ACE-NET for the exclusive in house communication of only approved users of the ACE-NET and in no way, at no place and at no time to connect to Public Telecommunications /Telex /Data /Telephone Network of Department of Telecommunication /MTNL /BSNL/ TTML or any network of any other party unless permitted to do so by Sify Technologies Limited upon permission to do so being granted to it by Department of Telecommunication.
- xiv. That ACE does not give any commitment/guarantees towards connectivity performance like response time, uptime etc.
- xv. That in case we use normal Internet to connect to ACE-NET and trading on ACE system, I /We am/are fully aware of and understand the risks associated with availing of

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a service for routing orders over the internet including the risk of misuse and unauthorized use of its Username and Password by a third party and the risk of a person hacking into my/our log-in. I/We accept full responsibility for the monitoring and safeguarding of my/our log-in and shall bear entire risk, responsibility and liability for any and all unauthorized use and misuse of its Password and Username. I/We shall be solely responsible for the Services used by any person whatsoever using my/our Username and Password whether or not such person was authorized to do so. I/We shall be responsible for the order placed and trades executed, clearing and settlement of all trades on behalf of my/our constituents done using my/our username and password and undertake not to hold ACE or Sify Technologies Limited liable for any loss or damage resulting from such use and misuse of Username and Password.

- xvi. To ensure that no communication/message which is prejudicial to the interests of the nation or to the security of India is passed over, through or on the connectivity or any part of ACE-NET.
- xvii. That notwithstanding anything contained in the terms and conditions applicable for operation of ACE-NET, I/ We shall not carry such messages (e.g. Electronic Transfer of Funds), which are prohibited by law on any part of ACE-NET.
- xviii. To ensure that the connectivity and related equipment are installed and used only in the approved premises under my/our control only by persons authorized or approved by ACE and to take all responsibility for authorized or unauthorized use of the ACE-NET through the connectivity and related equipment.

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- xix. I/ we will ensure that the data communication link between the Exchange's equipment and Trader Workstation installed at my / our premises shall be used on point-to-point basis only. I/We shall further ensure that the above link will not be connected to any other telecommunication network and I/We shall indemnify the Exchange against any loss or damage including liabilities arising out of failure to comply with the above
- xx. That in case of problems related to the connectivity with the trading system, I/We shall endeavor to diagnose with help of ACE / Sify Technologies Limited officials and confirm to ACE that the connectivity link is functioning normally. In case ACE is not satisfied about the same, I/We also shall send a representative to ACE to demonstrate the same, if required.
- xxi. That in case of ACE running its live trading operations or conducting tests from its disaster recovery site, I/We am/are not entitled to and shall not be provided with the connectivity to ACE's trading facility through the same connectivity. However, ACE may divert the MPLS network traffic to disaster recovery site.
- xxii. That ACE/Sify Technologies Limited shall not be liable for any stoppage in trading activities owing to objections from any regulatory authorities. ACE/ Sify Technologies Limited shall also not be liable for any direct or indirect damages or losses suffered by me/us, for whatsoever reason including owing to system failure or loss of connectivity due to any reason
- xxiii. That I/We shall not alienate or part with any portion of the equipment supplied by Sify Technologies Limited /equipment of the ACE-NET in any manner whatsoever including

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by way of Mortgage, Hypothecation, Pledge, Exchange, Gift, Lease, License, Agency etc.

- xxiv. That I/We shall be responsible and shall take all such steps, actions and proceedings to ensure and keep ensured that the ACE-NET is not accessible outside the approved premises and is not subjected to un-authorized use.
- xxv. To provide the Telecom Engineering Centre (TEC) approved equipment and cables at my/our end for the leased connectivity between the trading system and my/our premises.
- xxvi. That I/We shall provide ACE with Technical specifications of the software used for accessing the ACE-NET and shall carry out the necessary changes, either technical or structural, as may be directed by ACE for any reason whatsoever.
- xxvii. That the trading facility through the connectivity may be withdrawn by ACE at any point of time at its own discretion without assigning any reason whatsoever.
- xxviii. That the ACE may at any time amend these terms, by modifying or rescinding any of the existing provisions or conditions or by adding any new provisions or conditions.
- xxix. That to completely indemnify, defend and hold harmless ACE its affiliates, officers, directors, employees, and agents, from any and all losses, expenses, third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from my/our use of the Services or its use by any of his

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authorized user/s or for their negligence or failure for taking adequate safeguards for preventing any loss to ACE. I/We shall also indemnify and shall be responsible for all use of this service and/or the violation of any of the provisions of this undertaking by me/us or my/ our authorized user /s. including without limitation infringement of any statutory requirements.

- xxx. That not to hold ACE or Sify Technologies Limited responsible for any direct/indirect/consequential, harm/loss/damage of any kind to the user/users of ACE-NET on account of any interruption of ACE systems or network or the connectivity as the ACE does not warrant that the service will be uninterrupted or error-free.

- xxxi. That I/We shall use ACE-NET subject to and in accordance with the Rules, Byelaws and Business Rules of ACE and such other conditions as may be prescribed by the service providers or ACE from time to time.

- xxxii. That to abide by the direction given by the exchange in the event of any contravention of any of the Bye-laws, Rules, Business Rules framed by ACE upon which ACE may adopt action including but not limited to disciplinary or legal or impose any other penalty which ACE may deem necessary, which shall include the right of ACE to demand any amount of monetary compensation for any default on my /our part and in the event of a default in payment by me/us, may be adjusted by ACE at its discretion against my/our security deposit with ACE.

- xxxiii. That this undertaking cum Indemnity be governed by and construed in accordance with the laws of India, without regard to the principles of conflict of laws and courts of Mumbai shall have exclusive jurisdiction. .

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Signed and delivered by the within named Trading Member

WITNESSES

Signature

(1) NAME

ADDRESS:

Signature

(2) NAME:

ADDRESS:

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Annexure III:

SITE STATUS REPORT

Member Name :

Address:

Contact Person

Telephone No.:

Fax No:

Mobile No.:

We wish to inform you that we have the following infrastructure with us for activation of VSAT at our premises.

- 1 No Objection Certificate for installing Antenna on the rooftop.
Available
Not Available
If Not by when

- 2 Terrace place of 8 x 8 feet with parapet walls and proper staircase to approach the Antenna
Available
Not Available
If Not by when

- 3 Two power points (5Amps each) for Indoor Unit (IDU) and for PC.
Available
Not Available

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If Not by when

4 Proper earthing required. Voltage between Earth and Neutral should be less than 2 Volts

Available Not Available If Not by when

5 On-Line UPS with spare capacity of 1.2 kva.

Available Not Available If Not by when

6 IDU room is air-conditioned and a space of 2 x 2 feet around IDU is available for proper cabling and cooling of IDU.

Available Not Available If Not by when

7 PC is installed with Windows XP professional. Care should be taken that no other S/W is loaded in your PC like Windows 95 etc.

Available Not Available If Not by when

8 What is the PC Make?

Brand name _____ or Assembled

9 Company Seal and Letter head (in the Trading member name applied) is available at the site.

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YES

NO

if No by when

Notes:-

- a) Road Permit/Form/ Sales tax checkpost documents -- All these have to be arranged by the respective Member & given to Sify for dispatching the VSAT antenna and other associated equipments to member site.
- b) Conducting of the IFL cable from the Antenna (on the roof) upto VSAT to the IDU (inside the Systems room) should be arranged by the Member.
- c) Member is requested to attend to any existing /sudden/ unexpected voltage fluctuation or defect in the electrical connections at the site.
- d) Members are requested to intimate their office, Mobile & residence contact numbers to Sify
- e) Members are requested to ensure all the site requirements are met with & duly intimated to the nearest Sify office by fax. This will help the engineer to plan his visit to the member site for Installation of VSAT.

Member's Signature with stamp

Member Name

Date:

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Annexure IV:

(On the member's letterhead for each site)

Date:

Sify Technologies Limited

Dear Sir,

This is to certify that we, _____ are not registered with the Central Sales Tax or Local Sales Tax office. We do not have a C.S.T or L.S.T number and are therefore unable to provide you with the same.

The VSAT will be installed at the following address:

Site address where VSAT to be installed

This is to certify that the VSAT equipment procured from Sify is for personal use & is not meant for resale.

Thanking You,

Member's Signature with stamp

Member Name

Date:

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Annexure V

The member willing to avail VSAT connectivity has to pay the one-time charge towards VSAT equipment and annual recurring charges for the bandwidth as below:

			Charges without Taxes*
One Time Charges	Ext. C VSAT Equipment		85,000
Recurring Charges	Annual Bandwidth Charges	5 Kbps	20,000
	VSAT AMC Charges	2 nd Year & Onwards	10,000

* As per current taxes and may vary depending on applicable prevailing taxes

The VSAT shifting charges within the same city will be charged extra at Rs.10,000/- by Sify.

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Annexure VI:

Exchange Customer Service Group Tel: 022-66709201 / services@aceindia.com

The sify helpdesk can be reached by any one of the following modes:

Telephone (Toll Free Access)	1600 345 3330 (Delhi / Mumbai) 1901 425 3330 (Rest of India)
Email ID	Helpdesk@sifycorp.com Tier1thd@sifycorp.com

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