

**RAPID RESPONSE RETAINER INDIA SERVICE ORDER FORM**  
**[FOR INDIA ONLY]**

By this Rapid Response Retainer India Service Order Form ("RRR India SOF") Customer identified below agrees that the Verizon local India entity, Verizon Communications India Private Limited ("Verizon India"), will perform the services detailed below ("Professional Services") pursuant to the Verizon Contract identified below as amended by this RRR India SOF at Attachment 1 ("Contract"). This RRR India SOF constitutes a binding order on Customer's behalf for Professional Services and will be subject to Verizon India's acceptance, signified by the commencement of the Professional Services by Verizon India.

To be clear this RRR India SOF consists of (a) the RRR India SOF and (b) Contract and other content incorporated by reference. If there is a conflict or inconsistency between provisions of the Contract the following order of precedence will apply with 1 having the highest precedence: (1) this RRR India SOF; (2) the Professional Services Service Attachment; (3) the balance of the terms of the Contract not identified as 1, 2, or 4 in this clause; and (4) the Rapid Response Retainer Statement of Work.

Customer will receive an invoice for the Professional Services (including related expenses and Taxes) provided pursuant to this RRR India SOF directly from Verizon India. Prepaid hours purchased pursuant to the Verizon Contract identified below cannot be utilized for Professional Services delivered pursuant to this RRR India SOF.

<b>Rapid Response Retainer Service Contract No. / ID and Engagement No. / ID</b>			
Verizon Contract No. / ID:		Engagement No. / ID:	

<b>Professional Service Details</b>	
Engagement start date:	<date in internationally recognized format, eg 01-JUN-13>
Scope of work:	
Deliverable(s):	
Site address(es):	<specify full address of site where services are to be performed>

<b>Budget Details</b>				
Hours for this RRR India SOF:	# hours:	<insert #>	Subtotal Amount:	<insert #>INR
Travel/Expenses:			Subtotal Amount:	<insert #>INR
Fixed Price Total				<b>&lt;insert #&gt;INR</b>
**Taxes are not included in the Fixed Price Total above. Customer will be invoiced upon completion of the Professional Services delivered pursuant to this RRR India SOF, on a fixed prices basis.				

<b>Technical Contact Details</b>	
<b>Customer Technical Contact:</b>	<b>Verizon Technical Contact:</b>
Name:	Name:
Tel. No.:	Tel. No.:
Tel. No. (alt):	Tel. No. (alt):
Email:	Email:

<b>Customer Entity Details and Authorized Signature</b>			
Registered name:	_____	Name:	_____
Registered address:	_____	Title:	_____
	_____	Date:	_____
Tax ID:	_____		
Registration No.:	_____	Signature:	_____

**Please return a duly signed copy of this RRR India SOF at your earliest convenience to Verizon at: <insert return email address>**

## Attachment 1

For the purposes of this RRR India SOF, the Master Terms and Professional Services terms defined in the Verizon Contract identified in this RRR India SOF apply to the Professional Services provided hereunder notwithstanding the fact that the Professional Services pursuant to the RRR India SOF will be performed in India. The Master Terms are amended as follows:

1. The Professional Services are not subject to any special reporting or invoicing terms.
2. The first clause entitled "**General**" is deleted and replaced with the following:  
These online Master Terms ("Master Terms"), the online Service Attachments ("Service Attachments") are generally referred to collectively as the Online Terms.
3. The clause entitled "**Assignment**" is deleted and replaced with the following:  
**Assignment.** No party may novate, assign, encumber, or transfer the RRR India SOF, or any rights or obligations under it in whole or in part, without the prior written consent of the other parties to that agreement (which consent may not be unreasonably withheld or delayed).
4. The clauses entitled "**Governing Law and Venue for U.S. Services**" and "**Dispute Resolution**" are deleted and replaced with the following:  
**Governing Law and Dispute Resolution for Professional Services.**
  1. **Governing Law.** The Professional Services will be governed by the law of India without regard to its conflicts of laws principles.
  2. **Dispute Resolution.**
    - 2.1 **Conciliation.** Any Dispute in the first instance will be attempted to be resolved amicably in accordance with the conciliation procedure set forth in the sub-clause entitled "Conciliation Process".
    - 2.2 **Conciliation Process.** In the event of any Dispute, Customer and Verizon India will meet not later than seven days of the date of such request by either of them to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or if the Dispute is not amicably settled within 60 days from the date the meeting was first held, then either Customer or Verizon India may refer the Dispute to arbitration in accordance with the provisions of the sub-clause entitled "Arbitration Process".
    - 2.3 **Arbitration.** Any Dispute referred to arbitration will be settled in accordance with the Rules of Arbitration of the Indian Council of Arbitration ("Council"), as amended from time to time ("Rules"). If there is any conflict between any of the Rules and any of the provisions of this clause entitled "Dispute Resolution", the provisions of this clause will prevail.
    - 2.4 **Arbitration Process.** The arbitration will be conducted by an arbitral tribunal consisting of three arbitrators. Customer and Verizon India each will nominate one arbitrator from the list of arbitrators maintained by the Council ("List") and the two arbitrators will appoint the third arbitrator, who will also be from the List. In the event the nominated arbitrators do not agree to the appointment of the third arbitrator within 15 days of the appointment, then either of Customer or Verizon India may approach the Registrar of the Council for appointment of the third arbitrator from the List. It is expected that the Registrar will nominate the third arbitrator within five Business Days from the date of such approach.
    - 2.5 **Rules and Procedures.** It will not be necessary for the arbitrators to observe or carry out either the strict rules of evidence or any other legal formalities or procedures. Instead, the arbitrator may adopt procedures which are suitable to the circumstances of the Dispute, avoiding unnecessary delay or expense and enabling a fair, efficient and expeditious conduct of the arbitration, it being the intention that the arbitration should be held and completed as soon as possible. Subject to the foregoing, the arbitration proceedings shall be governed by the provisions of the Rules.
    - 2.6 **Conduct of Parties.** Customer and Verizon India agree to facilitate the arbitration by: (a) cooperating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration; (b) making available to one another and to the arbitrators for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by them if determined by the arbitrators to be relevant to the Dispute; (c) conducting arbitration hearings to the greatest extent possible on successive Business Days; and (d) using their best efforts to observe the time periods established by the arbitrators for the submission of evidence and briefs.
    - 2.7 **Decision.** The decision of the arbitrators will be final and binding on Customer and Verizon India and will be carried into effect without delay. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and/or an order of enforcement, as the case may be.

- 2.8 **Interim Relief.** Nothing in the Contract precludes either Customer or Verizon India from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrators. The provisions of this clause entitled "Dispute Resolution": (a) constitute an irrevocable consent by Customer and Verizon India to any proceedings in terms hereof and neither of them is entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and (b) are severable from the rest of the Contract and will remain in effect despite the termination of or invalidity for any reason of the Contract.
- 2.9 **Place of Arbitration.** The place of arbitration will be New Delhi, India. All arbitration proceedings will be conducted in the English language.