

REFERENCE INTERCONNECT OFFER

AGREEMENT

This Agreement along with its Schedules is executed on this ____day of _____20____ by and between:

ATHULYA INFOMEDIA PVT LTD., having its office at Door NO. 41/110C, Ammankovil Road, Near KSRTC Bus Stand Ernakulam– 682035, Kerala (U64204KL2014PTC037686), through its Authorised Signatory (hereinafter referred to as the “**FIRST PARTY**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, assignees, legal heirs and executors) of the **ONE PART (Hereinafter termed as “FIRST PARTY”/MSO)**.

FIRST PARTY’s Status: Company incorporated under the Companies act 2014.

AND

_____, having its office at _____, Kerala through its Authorised Signatory (hereinafter referred to as the “**LCO**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, assignees, legal heirs and executors) of the **OTHER PART. (Hereinafter termed as the “SECOND PARTY”/LCO)**

LCO’s Status: _____.

The **FIRST PARTY** and the **SECOND PARTY** are hereinafter individually referred to as ‘**Party**’ and collectively referred to as “**Parties**”.

WHEREAS,

- A. The FIRST PARTY is a cable operator, who has been granted registration No. 9/250/2015-DAS dated 27.04.2016 under the Cable Television Networks Rules, 1994, by the Ministry of Information and Broadcasting, for providing cable TV services through digital addressable systems in the areas notified by the Central Government under Section 4A of the Cable Television Networks (Regulation) Act, 1995.
- B. Whereas the SECOND PARTY is a Cable operator, who has been granted registration under the Cable Television Networks Rules, 1994, having postal registration No. _____ dated _____, in the Post office _____, for the period of _____ to _____.
- C. TERRITORY: Territory, in the context of this Agreement is _____ (Place).
- D. The Parties have mutually agreed to execute this Agreement between them to govern the roles, responsibilities, rights, obligations, technical and commercial arrangement in regard to the distribution of Television channels in the territory.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties herein agree as follows: -

1. DEFINITIONS

The words and expansions used in the Agreement shall have meanings as assigned to them in the schedule to this Agreement. All other words and expressions used in this Agreement, but not defined, and defined in the Act and rules and regulations made there under or the Cable Television Network (Regulations) Act, 1995 (5 of 1995) shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

2. TERM OF THE AGREEMENT

- 2.1 The Agreement shall commence on the date of expiry of registration of MSO/LCO as the case may be whichever is earlier, unless terminated by either Party as per the terms and conditions of this Agreement.
- 2.2 The duration of the Agreement may be extended on terms and conditions to be mutually agreed between the Parties and recorded in writing provided that the extended term does not go beyond the last date of validity of registrations of the MSO or the LCO, whichever is earlier.

3. TERMINATION OF THE AGREEMENT

- 3.1 Either Party has a right to terminate the Agreement by serving an advance notice of 21 days in writing to the other Party in the event of:-
 - (i) Material breach of the Agreement by the other Party which has not been cured within 15 days of being required to do so; or

- (ii) The bankruptcy, insolvency or appointment of receiver over the assets of other Party: or
 - (iii) The other party including in, or allowing or inducing any persons to indulge in piracy or carrying programming service provided on the channel which is in violation of the Programme and Advertising Codes prescribed in the Cable Television Network Rules 1994, as amended from time to time.
- 3.2 The LCO has right to terminate the Agreement in the event of the MSO disconnecting the business of distribution of TV channels in the Territory.
- 3.3 The MSO has right to terminate the agreement in the event of the LCO discontinuing its cable TV business in the Territory.
- 3.4 If the MSO decides to discontinue the business of distribution of TV channels in the Territory for any reasons, it shall give a notice in writing, specifying the reasons for such decisions, to the LCO at least 90 days prior to such discontinuation.
- 3.5 If the LCO decide to discontinue its business of providing signals of TV channels to the subscriber in the territory, it shall give a notice in writing, specifying the reasons for such decision, to the MSO at least 90 days prior to such discontinuation.
- 4. EFFECT OF TERMINATION AND EXPIRY**
- 4.1 In the event of termination or expiry of the terms of the Agreement, as the case may be, at the instance of either Party, shall pay all amounts due and payable up to the date of termination or expiry to the other Party.
- 4.2 The LCO shall, within the 15 days of termination or expiry of the terms of this Agreement, as the case may be, in terms of provisions mentioned herein, handover to the MSO all properties and assets belonging to the MSO, which are in the custody of the LCO. The LCO shall also be liable to make good all the losses or damages, if any caused to such properties and assets belonging to the MSO, in custody of the LCO, within 30 days from the receipt of notice to this effect from the MSO and in the event of inability of LCO to repair such properties/ assets, the LCO shall pay to the MSO the depreciated value of such properties/ assets.
- 4.3 The MSO shall, within 15 days of the termination or expiry of the terms of this Agreement, as the case may be, in terms of the provisions mentioned herein, handover to the LCO all properties and assets belonging to the MSO.
- Explanation:- The clause 4.2 and 4.3 above shall not have any application in respect of Hardware or any other equipment belonging to the MSO or the LCO, as the case may be, which are installed at the premises of the subscribers.
- 4.4 If the LCO or the MSO, as the case may be, fails to handover the assets or make good losses or damages caused to such properties and assets within the above stipulated period, the defaulting Party shall be liable to make payment for the depreciated value of the same together with simple interest calculated at the rate 2% over and above the base rate of interest of the State Bank of India.
- 5. PROVISIONING OF SERVICES**
- 5.1 The MSO shall make available signals of TV channels to the LCO, on non-exclusive basis, in order to distribute the same to the subscribers in the Territory, in terms of this Agreement and as per prevailing norms, policies, the applicable laws and rules, regulations, directions and orders of the concerned authorities.
- 5.2 The LCO shall carry signals of TV channels received from the MSO, on non-exclusive basis, for distribution to the subscribers in the Territory.
- 5.3 The Parties shall compulsorily transmit, re-transmit or otherwise carry any channel or programme only in encrypted mode through a digital addressable system strictly in terms of and in accordance with the applicable laws and regulations.
- 5.4 The roles and responsibilities of the Parties to the Agreement for provisioning of services are contained in clause 10.
- 5.5 In consideration of the roles and responsibilities mentioned in clause 10, settlements between the LCO and the MSO have been mentioned in the clause 12.
- 6. RIGHTS OF THE MSO**
- 6.1 The MSO shall continue to have a right of ownership of its network used to deliver the cable TV services under this Agreement and it may expand/ upgrade/ change/ replace/ re-design any part or entire network subject to the continuation that any such activity does not interrupt or degrade the Quality of Service provided to the subscribers.

- 6.2 The MSO shall sign the interconnection agreement with broadcasters for distribution of TV channels as per prevailing norms, policies, the applicable laws and rules, regulations, directions and orders of the concerned authorities.
- 6.3 The MSO shall have right to finalise the maximum retail price of each channel. As payable by the subscriber in compliance with the provisions of applicable laws and rules, regulations and tariff orders.
- 6.4 The MSO shall have the right to package the channels/ services offered on the network, as per its business plan and as per prevailing norms, policies, the applicable laws and rules, regulations and tariff orders.
- 6.5 The MSO shall have the right to finalise the rate of Basic Service Tier (BST) in compliance with the provisions of the applicable tariff orders and regulations notified by the Authority from time to time.
- 6.6 The MSO shall have right to finalise the rates of Bouquet of channels, if offered by the MSO, in compliance with the provisions of the applicable tariff orders and regulations notified by the Authority.
- 6.7 The MSO shall have the right to get all requisite information from the LCO for the purpose of fulfilling its responsibilities under the Agreement, and the applicable orders and regulations.

7. RIGHTS OF THE LCO

- 7.1 The LCO shall continue to have its right of ownership of its network used to deliver the cable TV services under this agreement and it can expand/ upgrade/ change/ replace/ re-design any part or entire network subject to the condition that any such activity does not interrupt or degrade the Quality of Service offered to the subscriber on its network.
- 7.2 The LCO shall have right to get all the requisite information from the MSO for the purpose of fulfilling its responsibilities under the Agreement, and applicable orders and regulations.

8. OBLIGATIONS OF THE MSO

- 8.1 MSO shall set up and operationalize the Head-end, Conditional Access System (CAS) and Subscriber Management System (SMS) for ensuring efficient and error-free services to the subscribers by recording and providing individualized preferences for channels, billing cycles or refunds.
- 8.2 The MSO shall make available to the LCO, the necessary and sufficient information relating to the details of channels, bouquets of channels and services offered to the subscribers including their prices.
- 8.3 The MSO shall not issue pre-activated STBs and the STBs shall be activated only after the details of the Customer Application Form (CAF) have been entered into the SMS.
- 8.4 The MSO shall generate bills for subscribers on regular basis, for charges due and payable for each month or as per the billing cycle applicable for the subscriber, within 3 days from the end of the billing cycle.
- 8.5 The MSO shall provide access to the relevant part of the SMS under its control to the LCO for the purpose of the fulfilling responsibilities by the Parties under the Agreement, and the applicable orders and regulations.
- 8.6 The MSO shall not include in any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the LCO or person associated with such transmission.
- 8.7 The MSO shall comply with all the applicable statutes or laws for the time being in force, or any rules, codes, regulations, notifications, circulars, guidelines, orders, directions etc. issued, published or circulated under any law for the time being in force.
- 8.8 The MSO shall not do any act or thing as a result of which, any right or interest of the LCO in respect of cable TV signals under this Agreement or any property of the LCO may be infringed or prejudiced.
- 8.9 The MSO shall be responsible for encryption of the complete signal, up to the STB installed at the premises of the subscriber.
- 8.10 The MSO shall not disconnect the signals of TV channels, without giving three weeks advance notice to the LCO clearly specifying the reasons for the proposed disconnection as envisaged in the Interconnection Regulation.
- 8.11 The MSO shall make available consumer friendly electronic payment options in the subscriber management system for the electronic payment of bills by the subscribers, prepaid system for subscribers and facility for acknowledgements/ receipts to the subscribers for the payments made by them.

- 8.12 The MSO shall intimate to the LCO, at least 15 days in advance, in respect of any proposed changes in the packages composition or the retail tariff being offered to the subscriber.
- 8.13 The MSO shall have no right, without the prior written intimation to the LCO, to assign or transfer any of its rights or obligations under this Agreement.

9. OBLIGATIONS OF THE LCO

- 9.1 The LCO shall handover a copy of CAF received from the subscribers within 15 days to the MSO.
- 9.2 The LCO shall be responsible for entering the details of the bill amount paid by the individual subscriber to the LCO for the Cable TV services in the SMS.
- 9.3 The LCO shall not indulge in any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the MSO, or any other person associated with such retransmission.
- 9.4 The LCO shall have no right, without the prior written intimation to the MSO, to assign or transfer any of its rights or obligations under this Agreement.
- 9.5 The LCO shall not replace the STBs of the MSO with the STBs of any other MSO without receiving the requests from the subscribers through application forms for returning the STB of the existing connections and for providing new connections through Customer Application Form. The new Set Top Box shall be activated only after entry of the details, as provided in new Customer Application Form, into the Subscriber Management System of the new MSO.
- 9.6 The LCO shall:-
- (i) not transmit or retransmit, interpolate or mix any signals which are not transmitted or generated any the MSO without the prior written consent of the MSO;
 - (ii) not insert any commercial or advertisement or information on any signal transmitted by the MSO. Any such tampering of signals or interpolating of signals shall be deemed to be a violation of this Agreement and shall constitute sufficient cause for termination of this Agreement by the MSO by giving such notice as prescribed under the law or under this Agreement;
 - (iii) not interfere in any way with the signals provided by the MSO and also not use any decoding, receiving, recording equipment(s), counterfeit Set Top Box or Smart Card and any other like equipment;
 - (iv) not alter or tamper the Hardware including the seal (seal to prevent opening of Set Top Box), misuse, replace, remove and shift the Smart card or STB without the written consent of MSO from their respective original addresses;
 - (v) not use, either before or after the installation of STB, of any decoding, receiving, recording, equipment(s), counterfeit Set Top Box(es), Smart Card(s) other than STB(s), Smart Cards and any other equipments supplied/ approved by the MSO, and to take actions as directed by the MSO against such subscribers.
 - (vi) intimate the MSO promptly about any alteration, tampering with the Hardware including the seal, misuse, replacement, removal and shifting of Smart Cards and STBs, without the written consent of MSO, from their respective original addresses and also about the use, either before or after the STBs, of any decoding, receiving, recording equipment(s), counterfeit Set Top Box(es) and Smart Card(s) other than the STBs, Smart Cards and any other items of Hardware supplied by the MSO, and to take actions as directed by the MSO against such subscribers.
- 9.7 The LCO shall not provide connection to any entity for further distribution of Cable TV signals.
- 9.8 The LCO shall not record and then retransmit Cable TV signals or otherwise to block or add or substitute or otherwise tamper with the signal being transmitted by the MSO or with the trunk line nor shall allow any other person to do so.
- 9.9 The LCO shall not do any act or thing as a result of which, any right or interest of the MSI in respect of the Cable TV signals under this Agreement or any property of the MSO may be infringed or prejudiced.
- 9.10 The LCO shall permit access to the systems under its control to the MSO, on non-exclusive basis, for the purpose of fulfilling responsibilities by the Parties under the Agreement, and applicable orders and regulations.
- 9.11 The LCO shall not disconnect the signals of TV channels, without giving notice to the MSO clearly specifying the reasons for the proposed disconnection as envisaged in the Interconnection Regulation.

10. ROLES AND RESPONSIBILITIES OF THE MSO AND THE LCO

SI No.	Role	Responsibility	Remarks
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		of the MSO or the LCO	
(1)	(2)	(3)	(4)
1	Devising of Consumer Application Form, either in electronic format or print format or both, for initial subscription to broadcasting services containing the information as provided in the Schedule I of the QoS regulations.	MSO	
2	a. Provide information to consumers about the details of services at the time of every new connection as per the QoS regulations. b. Providing information to the subscriber about the details of offered STB schemes and the warranty/ repairing policy applicable thereof.	LCO	The MSO shall communicate to the LCO, the details of services and STB schemes along with repairing/warranty policy for onward communication to subscribers.
3	Provisioning of broadcasting services to the consumer upon obtaining duly filled Consumer Application and providing a copy of the same to the consumer as per QoS regulations.	LCO	The LCO shall update the information in the subscriber management system in each case within 24 hours from the receipt of the application.
4	Assigning a unique identification number (UIN) to every subscriber and communicating the same to the consumer as per the provisions of the QoS regulations.	LCO	The UIN shall be generated from the SMS. The relevant access of the SMS should be provided by the MSO to the LCO.
5	Activation of the broadcasting services to the subscribers.	LCO	a. Application shall be done only the details of Consumer Application Form have been entered in to the SMS. b. The MSO should provide relevant access to SMS for activation of broadcasting services.
6	Activation of requested channel(s) or bouquet(S) available on the platform, upon receiving a verifiable request from a subscriber as per the provisions of the QoS regulations.	LCO	Activation shall be done only through SMS.
7	Deactivation of requested channels(s) and bouquets(s) from the subscription package of subscriber upon receiving a verifiable request from the subscriber, subscriber as per the provisions of the QoS regulations.	LCO	Deactivation shall be done only through SMS.
8	Temporary suspension of broadcasting services of a subscriber upon receiving a request from the subscriber as per the provisions of the QoS regulations.	LCO	Temporary suspension shall be done only through SMS.
9	Restoration of services of a subscriber, upon request from the subscriber as per the provisions of the QoS regulations.	LCO	Restoration of services shall be done only through SMS.
10	Relocation of connection of a subscriber from one location to another location, upon the request for the same as per the provisions of QoS regulations.	LCO	The LCO shall update the information in the SMS immediately.
11	Providing notice to the subscribers regarding interruption of signals for preventive maintenance as specified on QoS regulations.	MSO	If preventive maintenance is to be carried out by the LCO, then he shall inform the MSO to enable him to give notice to the subscribers.
12	Disconnection of broadcasting services to a subscriber upon request from the subscriber	MSO	

	and refunding of deposits subject to fulfilment of the terms and conditions provided in the QoS regulations.		
13	Offering broadcasting services to the subscribers either on prepaid basis or post-paid basis or both as provided in the QoS regulations.	MSO	
14	Changing payment mechanism from prepaid to post-paid or vice-versa, as the case may be, on the request made by the subscriber.	MSO	
15	Generation of the post-paid bills for subscribers as per the QoS norms.	MSO	
16	Delivery of post-paid bills to subscribers as per the QoS regulations.	LCO	
17	Issuance and delivery of receipts to post-paid subscribers for manual payment made by them and entering the details of receipts in the SMS as per the QoS regulations.	LCO	
18	Acknowledging prepaid payments to the subscribers and updating the SMS accordingly.	LCO	
19	Providing STBs to the subscribers conforming to the standards prescribed in the QoS regulations.	MSO	
20	Offering different schemes for the STB, as per the QoS regulations.	MSO	
21	Offering AMC for the Customer Premises Equipment provided under outright purchase scheme after expiry of guaranty/ warranty period as per QoS regulations.	MSO	
22	Repairing of a malfunctioning STB as per QoS regulations.	MSO	
23	Publishing Toll free consumer care number and address of the web based complaint management system to the subscribers through customer care channel and website, as per QoS regulations.	MSO	
24	Providing copies of Manual of Practice (MoP) to subscribers as specified in QoS regulations	LCO	The MSO shall finalise the contents of MoP. Copies of such MoP shall be shared with the LCO.

11. BILLING

- 11.1 The billing for subscribers shall be on Prepaid mode, in the name of the MSO. However, each Party shall ensure that the applicable laws, rules and regulations relating to taxes are complied with.
- 11.2 The LCO shall receive the payment of subscription fee paid by the subscribers and the LCO in turn shall assure that the amount shall be paid to MSO after deducting their profit share as per Clause 12.1 of this agreement. The revenue share as per clause 12.1 of this agreement shall be paid by the MSO to the LCO on receipt of the invoice from the LCO.

12. REVENUE SETTLEMENT BETWEEN THE LCO AND THE MSO AND RELATED RIGHTS AND OBLIGATIONS

- 12.1 The settlement of charges between the MSO and the LCO, the LCO shall liable the following payment terms to the MSO:-
- (i) A portion Network Capacity Fee (NCF) of Rs.19.00 (Nineteen rupees) plus taxes per active connections per month for availing Cable TV signals.
 - (ii) 65% to 90% of Pay channels MRP rates for availing A la carte basis or Broadcasters Bouquet basis, w.r.t the final benefits getting from concerned Broadcasters.

- (iii) Also Liable to pay 40% to 70% of total Pay channels MRP rates under the bouquets for availing Athulya Customized Bouquets, w.r.t the final benefits getting from Broadcasters.
- 12.2 The LCO shall collect the subscription fee in advance and entering the Subscriber Management System for Prepaid activation of proposed channels and the MSO shall issue monthly statement/ invoice to the LCO towards the payment during the month.
- 12.3 The demand of arrears if any shall be accompanied by the prop of service invoices for the period for which the arrears pertain.
- 12.4 The LCO shall update the details of the subscription amount realized from the subscriber on the very same day itself, for providing uninterrupted service for the subscriber.
- 12.5 The sharing of profit between the MSO and LCO will be varied from time to time depending on the income derived from or any hike or reductions in charges for receiving the existing channel / channels in the bouquet by the MSO which will be provided by the broadcaster or even on adding new paid channel / channels / bouquet/bouquets to the system in the future or as per any changes / amendments in rules and regulations by TRAI or the then Government as the case may be.

13. DEFAULTS

- 13.1 Without prejudice to such rights and remedies that the Parties may have in law or under the provisions of his Agreement, in the event of any delay or failure by the LCO, to make payments of dues on or before the respective due dates, the MSO, shall have the right:-
 - (i) to disconnect the services subject to the compliance of the applicable rules, regulations, directions or orders of the Authority;
 - (ii) to terminate this Agreement, subject to compliance of the applicable laws in force;
 - (iii) to charge a simple interest at the rate 2% over and above of the base rate of interest of the State Bank of India from the date such amounts became due until those are fully and finally paid.
- 13.2 In case where any of the Parties has failed to make payment on or before due date for for three consecutive months in the past, the other Party shall have right to demand the interest free security deposit which shall not exceed average of immediately preceding 6 months billing amounts and the same shall be maintained for the remaining term of the Agreement.
- 13.3 Upon disconnection of the service as mentioned in clause 13.1 above, whether accompanied by termination of this Agreement or not, the defaulting Party shall be liable to deposit forthwith all sums payable by it. In the case of termination, accounts shall be settled within thirty days and for delayed payments, either Party shall be liable to pay simple interest at the rate 2% over and above of the base rate of interest of the State Bank of India.

14. UNDERTAKINGS

- 14.1 Each Party shall recognize the exclusive ownership of the property owned and installed by the other Party and shall not have or claim any right, title or interest or lien of whatsoever nature.
- 14.2 Nothing contained herein shall constitute either Party as the agent or partner or the representative of the other for any purpose and neither Party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other Party and the relationship between the MSO and the LCO shall remain on "Principal to Principal" basis.
- 14.3 It is expressly understood by the Parties that, logo(s) is Registered Trade Mark of the MSO, and the LCO shall use the said logo only during the currency of this Agreement for the benefit of the cable television networking business of the MSO. Consent of the MSO is hereby given to the LCO to use the said logo, to the extent of or in connection with the business of the MSO.
- 14.4 It is expressly understood by the Parties that, logo(s) is Registered Trade Mark of the LCO, and the MSO shall use the said logo only during the currency of this Agreement for the benefit of the cable television networking business of the LCO. Consent of the LCO is hereby given to the MSO to use the said logo, to the extent of or in connection with the business of the LCO.
- 14.5 It is clearly understood and accepted by each Party that it shall have no right to use any intellectual property of the other on its Cable TV service or otherwise on or after the withdrawal by the other Party of its consent for such uses.
- 14.6 In case the LCO or the MSO, as the case may be, decides to transfer its interest in respire of its business of providing Cable TV service to any other Party/ person (third party), in whole or in part, the LCO or the MSO, as case may be, shall give prior notion to the MSO or the LCO. One Party shall not have any objection to such transfer if the other Party has complied with its obligations under this contract and has paid all its dues. Provided, however, that such party shall sign and execute a deed of adherence to the terms and conditions of this Agreement and other undertaking/ bonds to the satisfaction of the MSO or the LCO, as the case may be, in order to give effect to the provisions of this Agreement.
- 14.7 The LCO shall maintain and continue to maintain its Postal Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Registration) Act, 1995 and comply with the terms and conditions of the registration certificate issued by the Postal Authority.

- 14.8 The MSO shall maintain and continue to maintain its Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Registration) Act, 1995 and comply with the terms and conditions of the registration.
- 14.9 Both the Parties shall comply with the Programme Codes and Advertising Codes prescribed in the Cable TV Network Rules, 1994, as amended from time to time.
- 14.10 Both the Parties shall comply with the laws for the time being in force in India, as applicable to them.

15. PREVENTION OF PIRACY

- 15.1 The Parties shall not indulge or allow any person to indulge in Piracy or in reverse engineering of any technology used in the Hardware or any component thereof nor shall they use the Hardware to be connected to any equipment for setting up a mini head-end for retransmission of the signals generated from the same
- 15.2 Signal to any subscriber shall be disconnected by the MSO or the LCO, as the case may be, after giving due notice as required under applicable regulations, if found to be indulged in or abetting any Piracy.

16. DISCLAIMER AND INDEMNITY

- 16.1 In no event, the MSO shall be liable to the LCO for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any programme or information or for any indirect or consequential loss or damage, which is not attribute to any act of the MSO.
- 16.2 In no event, the LCO shall be liable to the MSO for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any programme or information or for any indirect or consequential loss or damage, which is not attributable to any act of the LCO.
- 16.3 LCO shall indemnify the MSO for all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the LCO or due to termination of the Agreement or suspension of the Service due to LCO's breach.
- 16.4 MSO shall indemnify the LCO for all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the MSO or due to termination of the Agreement or suspension of the Service due to MSO's breach

17. GOVERNING LAW AND DISPUTE RESOLUTION

As mandated by the Telecom Regulatory Authority of India Act, 1997, the Parties shall not institute any suit or seek injunction, interim orders in any court or judicial tribunal/ authority in India with respire to any claims. dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

18. FORCE MAJEURE

- 18.1 Failure on the part of the MSO or the LCO to perform any of its obligations, shall not entitle either Party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfillment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing period prescribed by this Agreement. Force Majeure will include act of god. Earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either Party or the other, on expiry of one month from the date of such notice.
- 18.2 Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

19. NOTICES.

Any notice to be served on any Party by the other shall be deemed to have been validly sent, if sent by Registered Post Acknowledgement Due (RPAD) or speed post service of Department of Post, Government of India or by hand delivery duly acknowledged at the address mentioned in the beginning or at such other changed address as the Party may inform and the date of receipt of such notice shall be the date of receipt by the other Party or 7 days from the date of dispatch of the notice by RPAD, whichever is earlier.

20. RESTRICTION ON TRANSFER

The either Party shall not remove, sell, assign, mortgage, transfer/ sublet and encumber all or any part of the network which belongs to the other Party. If the Party indulges in any of the above-mentioned acts, the said acts shall be illegal and void ab-initio and the Party shall also be liable for any action under the applicable law.

21. CONFIDENTIALITY

21.1 The Parties shall keep in strict confidence, any information received by one from the other while participating in the affairs/ business of each other and shall not disclose the same to any person not being a party to this Agreement.

21.2 The Parties shall also bind their employees, officers, advisors, associates. Contractors, agents, authorized persons and other similar persons to whom the above mentioned information may be disclosed, to the obligations of confidentiality.

21.3 The Parties hereby agrees that the confidential information can be disclosed to the statutory authority on demand by such authorities.

22. MODIFICATIONS The Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement, including Addendum Agreements, Annexures, Schedules or any other document, called by whatever name, but executed in relation to this Agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties.

23. BINDING EFECT

This Agreement modifies all prior understanding of the Parties as to the subject matter thereof and shall not be amended except in writing by both the Parties. Any other understanding between the Parties (if any) with regard to any other matter or any accrued rights and obligation of the Parties not covered under this agreement if any, shall continue to be in full force and effect.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands to this Agreement on the date and year appearing hereinabove.

For ATHULYA INFO MEDIA PVT.LTD (MSO).

Sign: _____
Name: _____
Title: _____

For _____(LCO).

Sign: _____
Name: _____
Title: _____

In the presence of

1.

2.