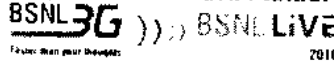


BHARAT SANCHAR NIGAM LIMITED
(CORPORATE OFFICE/ VAS BRANCH)
2nd Floor Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi 1



No. 200-43/2012-VAS

Dated: 13th September, 2012

To,
PGM (CMTS)/ GM (CMTS)/GM (VAS), Nodal Centre Chandigarh/ Pune/ Hyderabad/
Kolkata/Trichy/Chennai.

Subject: Signing of new Agreement with **M/s Hungama Digital Entertainment Private Limited** for provision of Unstructured Supplementary Service Data (USSD) based Value Added Services to the Cellular Mobile subscribers in **EAST, WEST, SOUTH & NORTH** zones of BSNL.

M/s Hungama Digital Entertainment Private Limited (hereinafter **Hungama**) has signed an Agreement with **BSNL** on 14th August, 2012 for provision of USSD based Value Added Services to the Cellular Mobile subscribers in **EAST, WEST, SOUTH & NORTH** zones of BSNL. The soft copy of the agreement is being uploaded alongwith this letter on BSNL's Intranet: www.intranet.bsnl.co.in for ready reference. The Company has been allotted short code *546 to provide these services. Short code '54647' has also been allotted for the charging of services and sending various messages to the customers as per TRAI guidelines through MT-SMS.

2. To comply with the directions of TRAI dated 4th July, 2011, short code 5464700 (tollfree) may be opened for MO-SMS for **Hungama** to obtain confirmation from the customers. It may be ensured that MO-SMS and MT-SMS connectivity are used for the specific purposes only.

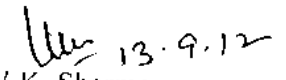
3. The names & contact details of the persons coordinating on behalf of the Company regarding technical integration are as under:

Mr. Mahesh Patil	Mob. No. 09619899914 Email ID: mahesh@hungama.com
Mr. Jatin Madan	Mob. No. 09899304677 Email ID: jatin.madan@hungama.com

4. It is specifically agreed by **Hungama** that it shall, at no point of time, use the connectivity and/or services under this agreement for unsolicited/SPAM/Push messaging.

5. **Hungama** shall be responsible for properly intimating/ advising/informing the subscribers about the tariff applicable in accessing these services, in all its communications pertaining to such services, in compliance of the directives issued by the TRAI from time to time. The concerned field units of BSNL have to ensure the compliance for the same. In case any violation is noticed, the company be suitably warned/penalized under intimation to this office.

6. The necessary action as per the terms & conditions of the agreement may please be taken.


V.K. Sharma
Dy Manager (VAS-III)
M: 09868241941

Copy to:

- a) Director CM/ Director (Finance), BSNL Board- for kind information please
- b) All CGMs, BSNL.
- c) PGM (RegIn)/GM (NWO-CM)/ Sr. GM (P&P- CM), BSNL Corporate Office.
- d) **M/s Hungama Digital Entertainment Private Limited**, along with original set of Agreement.

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

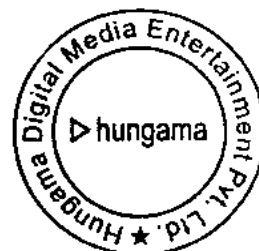
**AGREEMENT WITH
M/S HUNGAMA DIGITAL MEDIA
ENTERTAINMENT PRIVATE LIMITED
FOR PROVISION OF
USSD BASED
VALUE ADDED SERVICES
TO
CELLULAR MOBILE SUBSCRIBERS OF BSNL**

No: 200-43/2012-VAS

Total Pages: 30 Nos.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this agreement the Part I to III and Annexure I to IV attached hereto & forming part of this agreement, BSNL and **Hungama** agree to sign agreement on non-exclusive & cost of content/services basis to provide the Value Added Services on USSD (as given in Annexure II) by **Hungama** to the cellular mobile subscribers in **EAST/ WEST/ SOUTH/ NORTH Zones of BSNL's GSM network** and as per conditions contained in various parts & Annexure attached hereto.
2. It shall be valid for a period of **26 months** from the date of signing unless revoked earlier. Out of 26 months, first 2 months are envisaged for integration purpose. BSNL may extend, if deemed expedient, the period of agreement by **ONE** year as per the prevailing policy of BSNL at that time. The decision of BSNL shall be final in regard to the grant of extension or renewal.
3. **Hungama** and BSNL hereby agree and unequivocally undertake to fully comply with all terms and conditions stipulated in agreement along with Part I to III & Annexure I to IV attached hereto and without any deviation or reservations of any kind, unless mutually agreed between the parties at any given time.
4. BSNL reserves the right to provide the USSD based Value Added Services on its own or to enter into Agreement with other service providers/parties for providing similar services in its licensed Cellular Mobile Telephony Service area from time to time in future without any restriction of number of service providers.
5. The laws of land as promulgated/ modified/ amended or replaced from time to time shall govern this Agreement. **Hungama** shall ensure the compliance of all laws/ rules/ regulations/ guidelines/ directives/ instructions/ etc. as may be applicable to this agreement.
6. The content to be provided as part of the Value Added Services shall conform to the applicable Indian laws. **Hungama** shall ensure that the content to be provided under this agreement is not obscene or offending to the religion, community, sect or violating any copyrights/ intellectual property rights of any third party.
7. **Hungama** shall indemnify BSNL in respect of any consequences of whatsoever nature arising on account of copyright/ intellectual property rights violation in respect of content/ technology or Nature/ Type of content being in violation of the Laws of India.
8. This Agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representative of each party.
9. The Agreement is a confidential document. **Hungama** and BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
10. **Hungama** shall be totally bound and obliged to comply with all applicable norms and directions issued from time to time by the Regulator (TRAI) or the Licensor (DOT) or Government of India and any new condition/ direction/ amendment/ stipulation which



may be brought in force by the Regulator/ Licensor/ Government of India subsequent to the execution of this agreement, all such condition/ direction/ amendment/ stipulation should be deemed to be automatically included in this agreement.

11. **Hungama** further agrees that at no point of time it shall send any unsolicited commercial communication/ SPAM messages, to the subscribers of BSNL, in terms of The Telecom Commercial Communications Customer Preference Regulations, 2010 (6 of 2010) or any amendment thereof or any other Rules/ Regulations issued/ enforced by TRAI or regulator or a new amendment/ direction/ stipulation etc. which may be brought in force by TRAI/ regulator etc. subsequent to the execution of this Agreement.

Hungama specifically and unequivocally agrees and undertakes that in case, at any stage, the TRAI/ Regulator imposes any penalty/ damages, on BSNL, for any breach/ violation of aforesaid regulations/ direction etc., **Hungama** shall pay/ reimburse the amount of such Penalty/ damages to BSNL and the same shall be without prejudice to any other rights/ remedies available to BSNL.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the 14th day of August 2012.

DP
14/8/12

Signed for and on behalf of BSNL by Shri D.K. Agrawal Addl. GM (VAS-III)

[Signature]

Signed for and on behalf of M/s **Hungama Digital Entertainment Private Limited** by Shri **Anuj Bajpai** the authorized signatory, in accordance with Board Resolution dated 28th May, 2012 passed by the Board of Directors and Power of Attorney dated 11th November, 2010.

In presence of the witnesses:

1. *[Signature]*
Signature
Name GAURAV VERMA
Occupation SERVICE
Address HUNGAMA, GURGOAN
Place N. Delhi

2. *[Signature]*
Signature V.K. Sharma
Name
Occupation SERVICE
Address BSWC Co
Place N. Delhi

[Initials]

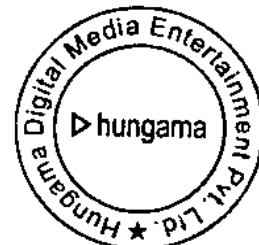


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TERMS & CONDITIONS

PART-I COMMERCIAL CONDITIONS

1. Scope of the Work

- 1.1. The timely provision of services, regular & timely update of content and ready availability of requisite content from its legal source along with its due copyright/ IPR, shall be the essence of this Agreement and shall form the central factor of this Agreement.
- 1.2. The broad list of activities agreed to be undertaken by **Hungama** would include:
- a. **Operation & Maintenance:** **Hungama** shall be responsible for Operation & Maintenance of its requisite application/ content server(s) on 24x7x365 basis by a dedicated team. It shall include the regular monitoring & updation of the content/ services based on market scenario/ trends, as per customers' tastes & preferences and/or as desired by BSNL.
 - b. **Content arrangement:** **Hungama** shall be responsible for arranging the required content along with the copyrights/ IPRs at its own costs.
 - c. **Billing information:** The necessary logs/ Call Detailed Records (CDRs) in support of delivery of content/ services through the service to facilitate differential charging shall be provided to BSNL, as per format & frequency requested for by it, by **Hungama**.
 - d. **Hosting infrastructure:** As the subscribers may request for the USSD based services by browsing & selecting the content/ services from the WAP site and/or website defined by **Hungama** for such services in addition to sending a USSD message on the **Hungama's** short code by specifying the content identity/ code, as defined by **Hungama**, **Hungama** shall be responsible for creating, hosting, operating & maintaining the WAPsite and/or website at its own costs & risks. **Hungama** shall be responsible for arranging the hosting infrastructure for the requisite content/applications at its own costs.
 - e. **Miscellaneous:** Any other activity(ies) necessary for the successful implementation/ provisioning of services.
- 1.3. **Hungama** shall provide USSD based Value Added Services to the Cellular Mobile subscribers of BSNL in **EAST/ WEST/ SOUTH/ NORTH Zones**. BSNL's Cellular Mobile Operations is divided into four Zones viz. East, West, North and South, comprising of the licensed service areas as defined below:

S. No.	Zone	Licensed service areas
1.	East	Assam, Bihar including Jharkhand, Kolkata Metro, Orissa, West Bengal including A&N, North East (NE-I & NE-II)
2.	West	Gujarat, Maharashtra, Madhya Pradesh including Chhatisgarh
3.	North	Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Rajasthan, UP (East), UP (West) including Uttranchal,
4.	South	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu including Chennai

- 1.4. The USSD based services agreed to be provided under this agreement shall be as defined under Annexure II to this agreement.
- 1.5. BSNL reserves the right to suspend the services wherever and whenever the field unit of the BSNL will be convinced that the content is outdated/ obscene/ offending to the



feelings of any religion or community or sect or against the Law or un-satisfactorily responsive.

2. Duration of Agreement

This agreement shall be valid for a period of 26 months from the date of signing the Agreement unless revoked earlier for whatever reasons. Out of 26 months first 2 months are envisaged for integration purpose. If at any stage during the tenure of this agreement, it comes to the notice of BSNL, directly or through some other complaint that **Hungama** had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with **Hungama**, this agreement shall stand terminated immediately under intimation to **Hungama**.

3. Extension of Agreement

BSNL may extend, if deemed expedient, the period of agreement by ONE year based on the performance of the VAS providers and as per prevailing policy of BSNL at that time. As per current policy, the extension for one year can be considered provided the performance of USSD based VAS provider is satisfactory, meets the revenue commitment and is willing to give further commitment to generate minimum revenue of Rs. 2.5 crore during the extension period of one year. The decision of BSNL shall be final in regard to the grant of extension or renewal.

4. Provision of Service

- 4.1. **Hungama** shall be responsible for installation, testing, commissioning, operation and maintenance of all the equipment (hardware, software, help desks, etc.) and contents at its own cost for providing the Service under this Agreement.
- 4.2. **Hungama** shall also be responsible for obtaining the copyrights and complying with the Intellectual Property Rights of the content, wherever applicable. **Hungama** shall indemnify BSNL in respect of any consequences of whatsoever nature arising on account of copyright violation of content or content being in violation of laws of land.
- 4.3. It is specifically agreed by **Hungama** that it shall, at no point of time, use the services and/or the connectivity under this agreement for push messaging.
- 4.4. **Hungama** shall constantly monitor that content of the services is correct, relevant and conform to the Indian laws at all times.
- 4.5. **Hungama** shall be responsible for extending all of its latest USSD based services to the Mobile subscribers of BSNL.
- 4.6. The services to the BSNL's Mobile subscribers by **Hungama**, under this Agreement, shall be continuously updated to include the latest services in line with the customer's preference & market demand from time to time.
- 4.7. **Hungama** shall provide assistance and guidance to authorized BSNL personnel manning the help-line/ help-desk/ Customer care centers/ customer care line for fault rectification, for handling service disruption/ de-gradation, etc. round the clock, seven



days a week and 365 days a year. **Hungama** shall mention its help desk details in its advt./ promotion in an easily readable/ comprehensible format.

5. Delivery of Service

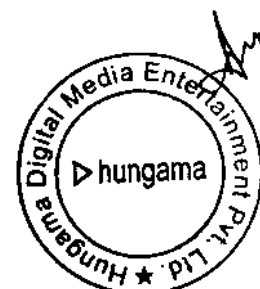
Hungama shall ensure provisioning of commercial services in the complete service area within thirty days of provision of requisite connectivity by BSNL. The verification and testing of successful integration, including proper charging, will be carried out by one of the Sub Divisional Engineers/ Junior Telecom Officer, to be nominated by the Nodal Center.

6. Marketing of Services

- 6.1. **Hungama** shall be responsible for the Marketing, advertising, etc. of these services at his own cost. BSNL shall be under no obligation to market & advertise the services defined under this Agreement.
- 6.2. **Hungama** will market/ promote the services at its own cost. The expenses for the promotion campaign(s) and the extent & scope of such media advertisements, etc. shall be at the discretion of **Hungama**. However **Hungama** may get pamphlets or brochures designed, approved, printed at least upto 2% of the BSNL GSM subscriber base in the zone and delivered to DGM (Sales & Marketing) office in the circle or any other predefined single point of delivery in the circle during first 6 months of the agreement and again during next 12 months. BSNL will facilitate distribution of these pamphlets/ brochures through its Franchisees & Point Of Sales (POS) to those customers who will be coming to POS for recharge or buying some other BSNL products/ services. BSNL will not be liable to pay any cost under any circumstances whatsoever.
- 6.3. **Hungama** shall mention BSNL's applicable brands in all its promotions specific to the services defined under this Agreement.
- 6.4. BSNL and **Hungama** may work out special promotion schemes/ contests, etc. other than 6.2 above, exclusively for BSNL's Mobile subscribers, on mutually agreed basis, under this Agreement.
- 6.5. **Hungama** shall get the marketing plans approved by the Marketing cell of BSNL Corporate office for the services under this Agreement.

7. Modifications in the Terms and Conditions of Agreement

The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. Notwithstanding anything contained herein, the rates of payment to **Hungama** and other related conditions may be changed upon mutual consent of both the parties or if in BSNL's opinion, the prevailing policy framework of the Govt., Level of competition faced by BSNL in the provision of telecom services and Regulations/ Directions or tariff orders of TRAI, make the rates payable to **Hungama** unviable. In case of no agreement being reached in such cases, BSNL reserves the right to terminate the agreement as per the provisions of clauses 9, 10 & 11 of this agreement.

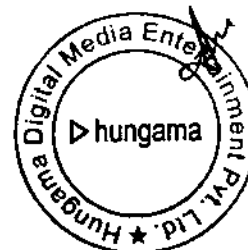


8. Restrictions on 'Transfer of agreement'

Hungama shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/ partnership/ third party interest shall be created.

9. Suspension, Revocation or Termination of agreement

- 9.1. BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities or in the circumstances as stated in para 4 of Part III of this Agreement. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of **Hungama** shall be payable by BSNL.
- 9.2. BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of **ONE** month issued to **Hungama** at its registered office, terminate this agreement under any of the following circumstances:
- Hungama** failing to perform any obligation(s) under the agreement;
 - Hungama** failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
 - Hungama** going into liquidation or ordered to be wound up by competent authority.
- 9.3. EITHER PARTY may terminate the agreement, by giving notice of at least **ONE** month in advance. The effective date of surrender of agreement will be **ONE** month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.
- 9.4. If **Hungama** is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- 9.5. It shall be the responsibility of the **Hungama** to maintain the agreed Quality of Service, even during the period when the notice for surrender/ termination of agreement is pending. If the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of **Hungama** and any cost of content/service payment pending with BSNL shall be forfeited.
- 9.6. Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions



of the agreement by **Hungama** or not? **Hungama** shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

- 9.7. **Undertaking to generate Revenue during the validity period of the Agreement:** **Hungama** undertakes to generate top line BSNL revenue of Rupees Five Crore during the validity of the agreement. If **Hungama** is not able to meet the commitment, BSNL reserves the right to take necessary action for cancellation of the agreement and to encash the Bank Guarantee submitted by **Hungama** with no cost to BSNL.

10. Actions pursuant to Termination of Agreement

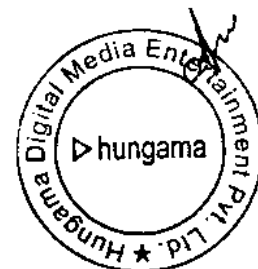
- 10.1. On termination or surrender or expiry of the Agreement, **Hungama** shall ensure clearance of dues, if any, which it is liable to pay to BSNL. In case of failure of **Hungama** to pay the amounts due to BSNL, the outstanding amounts shall be realized through the pending bills due to **Hungama** without prejudice to any other action(s) for recovery of the amounts due to BSNL.
- 10.2. Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:
- i) Neither Party shall represent the Other Party in any of its dealings.
 - ii) Neither Party shall intentionally or otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's Service/ Network provider, as the case may be.
 - iii) Each party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.
 - iv) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

11. Dispute Settlement

- 11.1. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL, New Delhi or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD, BSNL or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD, BSNL or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter

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is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

11.2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

11.3. The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

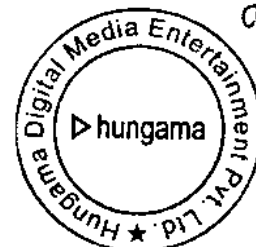
12. Force-Majeure

If at any time, during the continuance of this agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of **Hungama**), fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.

13. Right to inspect

13.1. BSNL or its authorized representative shall have right to inspect the sites used for extending the Service by **Hungama** and in particular but not limited to, have the right to have access to leased lines, junctions, terminating interfaces, hardware/ software, memories of semiconductor, magnetic and optical varieties, wired or wireless options, distribution frames and conduct the performance test including to enter into dialogue with the system through Input/ output devices or terminals. **Hungama** will provide the necessary facilities for continuous monitoring of the system, as required by BSNL or its authorized representative(s). The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

13.2. Wherever considered appropriate BSNL may conduct any inquiry either suo-moto on complaint to determine whether there has been any breach in compliance of terms & conditions of the agreement by **Hungama** or not? In case of such inquiry, **Hungama** shall extend all reasonable facilities without any hindrance.



14. Confidentiality

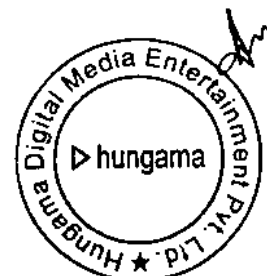
- 14.1. Subject to conditions contained in this Agreement, **Hungama** shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that.
- a) No person acting on behalf of **Hungama** or **Hungama** himself divulges or uses any such information except as may be necessary in the course of providing Services to BSNL; and
 - b) No person seeks such information other than is necessary for the purpose of providing Service to BSNL.
- Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.
- 14.2. **Hungama** shall ensure that no profiling information regarding the Mobile subscribers of BSNL is collected, analyzed, sold, transferred or otherwise disclosed to any third party or utilized for the purpose of promoting the other than agreed products/ services of **Hungama** and/or any third party.
- 14.3. **Hungama** shall take necessary steps to ensure that the **Hungama** and any person(s) acting on its behalf observe confidentiality of customer information.
- 14.4. **Hungama** shall, prior to commencement of Service, confirm in writing to BSNL that **Hungama** has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- 14.5. This clause shall survive the termination or expiry of this Agreement.

15. Prohibition of certain activities by Hungama

- 15.1. **Hungama** shall not engage, on the strength of this Agreement, in the provision of any Service other than the Service as defined in this Agreement.
- 15.2. To remove any doubt, it is hereby clarified that nothing contained in above Para shall preclude **Hungama** from engaging in advertising and promotional activities relating to any of the services.
- 15.3. **Hungama** is obliged to provide, without any delay the tracing facility to trace origin or content of nuisance obnoxious or malicious messages or communications transported through his equipment and network. Any damages arising out of default on the part of **Hungama** in this regard shall be sole liability of **Hungama**.
- 15.4. In case any confidential information is divulged to **Hungama** for proper implementation of an Agreement, it shall be binding on **Hungama** and its employees to maintain its secrecy and confidentiality.
- 15.5. **Hungama** will ensure that the Telecommunication installation carried out by it should not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.
- 15.6. **Hungama** is specifically directed not to indulge in any form of forceful subscription of any Service to the subscribers of BSNL. **Hungama** should follow all the regulations issued by TRAI/ Regulator from time to time on the subject. In case if **Hungama** is found indulging in any such activity, BSNL at its own discretion may impose any penalty on **Hungama**. This penalty imposed by BSNL can be in addition to the penalty,

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if any, imposed by TRAI/ Regulator/ Licensor/ Govt. of India and the same shall be without prejudice to any other rights/ remedies available to BSNL.

16. Set Off

Any sum of money due and payable to **Hungama** under this Agreement or otherwise shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement made by **Hungama** with BSNL.

17. Indemnification

Hungama agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- b) Any breach of the terms and conditions in this agreement by **Hungama**;
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by **Hungama**;
- d) Any claim made by any third party arising out of the use of the services and arising in connection with interruptions or degradations of service to BSNL's customers caused solely by **Hungama**.

This clause shall survive the termination or expiry of this Agreement.

18. Relationship

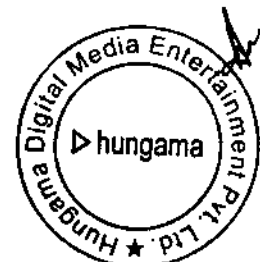
Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

19. Non-Exclusivity

This Agreement is non-exclusive and nothing in this Agreement will be construed to prevent either party from entering into a similar Agreement with any other party or to restrict such party from directly engaging in related activities.

20. Liability

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment,



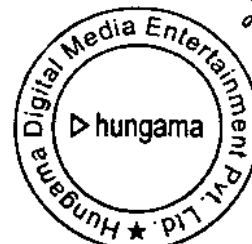
leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

21. Intellectual Property Rights/ Copyrights

- 21.1. The Intellectual property rights of BSNL and **Hungama** shall remain their own and this Agreement shall not affect their ownership in any way unless mutually agreed upon.
- 21.2. **Hungama** shall be responsible for obtaining the legitimate copyrights/ Intellectual Property Rights of the content provided as part of the services agreed upon under this Agreement.
- 21.3. **Hungama** indemnifies BSNL against any liability, damage, fine, penalty, costs or any other consequential loss on account of violation of the copyright/ Intellectual Property Rights of any third party by **Hungama** in respect of the content/ application/ technology used by **Hungama** in providing the services.
- 21.4. **Hungama** shall ensure that no profiling information regarding the Cellular Mobile subscribers of BSNL using these services is collected, analyzed, sold, transferred or otherwise disclosed to any third party or utilized for the purpose of promoting the other than agreed products/ services of **Hungama** and/or any third party. Such data including the other data pertaining to usage like the login ID, etc. created by the subscribers in availing the services & residing in server(s) of **Hungama** shall be destroyed by **Hungama** within seven days of expiry or termination of this agreement under confirmation to BSNL.
- 21.5. **Hungama** shall not use BSNL's trademarks, trade names, service marks, copyrights, patents, trade secrets, trade dress or BSNL Logos, etc. without BSNL's prior written consent.
- 21.6. **Hungama** recognizes that the BSNL is the sole owner of all right, title and interest in the trademark patents, copyrights, trade dress, trade secrets, operating practices/ procedures or other intellectual property rights relating to services offered by BSNL, the advertising and promotional material and Customer/ Subscriber information related to the services provided by BSNL, all other items tangible or intangible, used presently or in future and the goodwill which is or which shall become attached to any of the foregoing (collectively, the "BSNL Intellectual Property"). **Hungama** hereby acknowledges that it shall have no right, title or interest in the BSNL Intellectual Property and the same are assets of BSNL. Any customization or modification done by **Hungama** shall not affect BSNL's exclusive rights to and ownership of all or any of the services of BSNL.
- 21.7. **Hungama** shall not knowingly interfere or cause any third party to knowingly interfere with BSNL Intellectual Property Rights. **Hungama** agrees and undertake that it shall take all necessary & timely measures to ensure that BSNL Intellectual Property Rights are not infringed, passed off, diluted, reverse- engineered, hacked into, misappropriated, tampered with and/or copied or used by **Hungama** or any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants or any other person except as expressly provided herein. **Hungama** shall immediately inform BSNL in the event it becomes aware of any infringement, passing off, misappropriation or dilution of BSNL Intellectual Property Rights and that it shall provide all reasonable information and assistance necessary in order to assist BSNL to abate the infringement, passing off, misappropriation, unauthorized copying or use of or dilution of its intellectual property.

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- 21.8. **Hungama** shall not reproduce, decompile, disassemble or reverse engineer any of the BSNL Products or BSNL Services in any manner whatsoever for any purpose without the prior written consent of BSNL.
- 21.9. **Hungama** agrees that it shall not use, re-use or disclose, either directly or indirectly, to any person or other company or its associates or subsidiary companies any knowledge or information concerning BSNL's services, affairs of or intellectual properties of BSNL which **Hungama** may have acquired from BSNL during the course of or incidental to this Agreement or any knowledge or information concerning BSNL's services, affairs or intellectual properties of BSNL which may have been shared by BSNL with **Hungama**, after the termination/ expiry of this Agreement for any reason whatsoever under this agreement which **Hungama** may be or may have been concerned or interested in.
- 21.10. **Hungama** shall not alter or otherwise tamper with any equipment, related accessories and software provided by BSNL including any all replacements, modifications, enhancements and or additions thereto.
- 21.11. Notwithstanding anything contained herein, **Hungama** indemnifies and hold BSNL harmless against any loss, liability, costs (including legal costs & expenses), fine, penalty, demands or damages arising by reasons of any claim of infringement, passing off or dilution of IPR/ copyright/ patent/ trademark, etc. arising from provision of services under this agreement by **Hungama** and use of same or any part thereof by BSNL or by subscribers of BSNL or in Telecom Network of BSNL, as the case may be.
- 21.12. **Hungama** shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine, penalty, demands or damages arising consequent to the breach by **Hungama** of any of the above conditions/ clauses mentioned herein above.
- 21.13. This clause shall survive the termination or expiry of this Agreement.

22. Security and Lawful Interception for Value Added Service

- 22.1. (a) In accordance with clause 6.1A of DOT guidelines vide letter No 842-725/2005-VAS-66 dated 31st July, 2008 and any directions of DOT thereunder, BSNL shall have the right to direct, to warn, to penalize **Hungama** or terminate the Agreement after considering any report of conduct or antecedents detrimental to the security of the nation. The decision of BSNL in this regard in accordance with such DOT directions shall be final and binding and in any case **Hungama** shall bear all liabilities in the matter and keep BSNL informed for all claims, cost, charges or damages in this respect.
- 22.2. (b) In accordance of DOT guidelines vide letter No 800-62/2008-ASP II/2 dated 14th May, 2008 **Hungama** shall provision for lawful interception for VAS which are being provided to BSNL subscribers using Voice bearer/ GPRS/ SMS/ USSD/ PTT/ etc. Further, any new Value Added Services, should be added/ commissioned in the network only after having confirmed the provisioning of appropriate monitoring facilities for the same.



PART-II
FINANCIAL CONDITIONS

1. Payment of cost of content/service to Hungama for the services provided

- 1.1. The services shall be billed as part of Cellular Mobile Telephone Services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers. The cost of content/service shall be payable to **Hungama** as per the financials mentioned under Clause 2 & 3, of this Part.
- 1.2. **Hungama** shall not charge any money or money(s) from the subscribers of BSNL. No additional service other than those mentioned under Annexure II is to be provided by **Hungama** to the subscribers of BSNL either free or for a cost without written approval of BSNL.
- 1.3. The measurement of traffic data pertaining to the services agreed upon in this agreement shall be carried out by BSNL in its relevant network element and the measurement done by BSNL shall be final.
- 1.4. Payment shall be made on monthly basis to **Hungama** on receipt of the bill. **Hungama** shall submit the licensed area wise bill to the Zonal In-charge [*who may be DET (VAS) as mentioned in the organization chart or any officer as nominated by the CGM of the concerned circle in which SMSC is located*]. The Zonal In-charge shall verify the bill within seven days from the data available in the relevant network element. The CMTS billing zones of BSNL shall then release the cost of content/service payment of **Hungama** within 15 days of the receipt of the verified bill.
- 1.5. The payment of charges shall be made to **Hungama** after deduction of TDS amount as per provisions of the Income Tax Act, 1961.
- 1.6. No other costs, payments and expenses would be borne by BSNL except for those taxes, etc. if applicable under any other Acts or regulations laid down by Authorities or statutes.
- 1.7. BSNL will pay the cost of content/service and the service Tax as applicable. **Hungama** will issue Cenvatable invoice to BSNL in conformity with rule 4A of the service Tax rules 1994 so that BSNL can utilize Cenvat credit against the payment of service tax cess on output service.
- 1.8. In case of any dispute/ complaints from the subscribers regarding any defect or non-delivery or forceful subscription and consequent refund request, **Hungama** shall be responsible for providing the conclusive evidence of performance at its end, failing which the disputed charges will be deducted from the payment of **Hungama** and accordingly the charges shall be adjusted in the subsequent bill of the postpaid subscriber or credited to subscriber's account in case of prepaid subscribers, under intimation to the concerned subscriber.
- 1.9. The content related Intellectual Property Rights (IPR)/ Royalty payouts applicable shall be borne by **Hungama**.

2. Financials in respect of USSD based Value Added services

- 2.1 **Hungama** shall be responsible for intimating the subscriber the charges payable by him/ her on availing such services.
- 2.2 The tariff and the cost of content/services to **Hungama** in respect of the USSD based services are agreed as below:

Tariff	Cost of content/ services to Hungama
Pricing as decided mutually with Hungama	30% of the Tariff

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2.3 **SUBSCRIPTION SERVICE:-** In case of the subscription services, if any agreed, the following additional terms & conditions will be followed by **Hungama**:

- (a) **Hungama** may provide the agreed subscription services on agreed price points from time to time in consultation with the Zonal CMTS units of BSNL.
- (b) **Hungama** shall be responsible for intimating the subscribers about the financial implications of the services provided from time to time, before the subscribers commit to subscribe to/ use any such service.
- (c) **Hungama** agrees to follow the directive(s) of the TRAI wherein it has been said that the explicit consent of the subscriber should be taken before any renewal of the subscription services. Secondly, **Hungama** shall give the subscribers the option to opt out of receiving such alerts anytime during the subscription period. Thirdly, **Hungama** shall be responsible for putting in place a proper grievance redressal mechanism for any subscribers' complaints in respect of any subscription service.

3. **Condition for Cost of content/services**

No cost of content/services shall be payable by BSNL to **Hungama** if its zonal monthly revenue remains less than Rs.50,000/-. The cost of content/services to **Hungama** shall be on pro-rata basis in case of any period less than one calendar month.

4. **Bank Guarantee conditions**

- (a) **Hungama** has committed top line revenue of **Rupees Five Crore** in the validity period of the agreement and from the services specified in this Agreement agreed together. **Hungama** shall submit a Bank Guarantee of **Rupees 25 Lakhs** with a validity of 32 months to BSNL as a backup to the committed topline revenue of **Rupees Five Crore** in validity period of agreement.
- (b) The Bank Guarantee of **Rupees 25 Lakhs** shall be encashed by BSNL if **Hungama** is not able to meet its commitment to generate topline revenue of **Rupees Five Crore** within validity period of the agreement with BSNL.
- (c) The Bank Guarantee shall be valid for thirty two (32) months from the date of signing the Agreement. **Hungama** shall extend the validity of PBG on yearly basis for the further extended period of the agreement if any or otherwise, till all dues of BSNL by virtue of this agreement have been fully paid and its claim satisfied and discharged. Failure to extend validity of PBG shall amount to violation of terms of the agreement and entitle BSNL to encash the PBG as stated herein above.

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PART-III
TECHNICAL CONDITIONS

1. The Application server

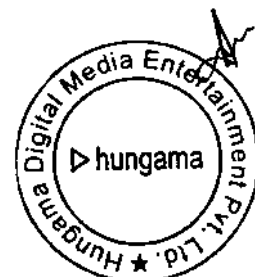
- 1.1. The application servers of **Hungama** should be capable of providing services mentioned under Annexure II of this Agreement.
- 1.2. Adequate redundancy shall be built into the design of the application server so that failure of a single sub-system does not affect the performance and availability of the services being provided by the system.
- 1.3. In the process of operating the Services, **Hungama** shall be responsible for
 - (i) Installation, Operation & maintenance of the equipment;
 - (ii) Maintaining the agreed Quality of Service;
 - (iii) Publicizing the tariffs of the services, as contained in the agreed services' list; and
 - (iv) Ensuring the compliance of various provisions related to content/services.
- 1.4. The system should be able to generate statistical data per site, per server and per date. The MIS data pertaining to these services shall be periodically made available to BSNL. The system should be able to record data for a minimum period of thirty days.
- 1.5. **Hungama** shall keep BSNL informed regarding the location details of its application servers to BSNL. The location of these servers shall not be changed without prior intimation to BSNL.
- 1.6. **Hungama** shall furnish to BSNL or its authorized representative(s), in such manner and at such times as may be required by BSNL, complete technical details pertaining to setup involved in provisioning of the services including the application servers.
- 1.7. **Hungama** shall facilitate the free access to the metadata on its application servers pertaining to the services agreed upon in this agreement for facilitating the provision of the content search facility by BSNL to its subscribers on its own or in coordination with any third party.

2. Interconnection of Hungama application servers with network of BSNL

- 2.1. BSNL shall facilitate the access to its appropriate network elements (GMSC,STP,SMSC,HLR, WAP Gateway, etc) to facilitate provision of services agreed upon under the Annexure II of this agreement.
- 2.2. **Hungama** shall be responsible for providing the required connectivity to the concerned network elements of BSNL at its own costs.
- 2.3. The connectivity between the BSNL's network elements and the application servers of **Hungama** shall be exclusively utilized for carrying the traffic pertaining to services to BSNL subscribers only.
- 2.4. **Hungama** shall keep BSNL informed regarding the location details of its application servers to BSNL.
- 2.5. When **Hungama** installs its setup/ equipment in some other building outside the BSNL exchange, BSNL shall provide the connectivity free of cost if the Applicable system of **Hungama** is installed within 2.5 kms from the nearest one of the interconnecting BSNL network element to enable proper working of EI/PR1. In this case, the line driver or the modem required for connectivity shall be provided by **Hungama**. BSNL shall charge **Hungama** for other telecom resources provided as per the applicable tariffs and/or discounts, if any. However BSNL may, at its sole discretion and availability may allocate space for hosting such infrastructure inside its own premises at prevailing rates as per the details given in Annexure-III.

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- 2.6. **Hungama** shall be responsible to integrate its equipments with that of BSNL or those belonging to any third party engaged by BSNL for the purpose of providing all type of services including advertisement, marketing etc. over the Value Added Services being provided/ to be provided by **Hungama** to BSNL's end customers.
- 2.7. The concerned zonal In-charge of BSNL shall be responsible for evaluation of the services before commercial launch and for continuous monitoring of the services and the response time etc., thereafter.

3. Quality of Service

3.1 **Hungama** shall ensure the Quality of Service (QoS) as prescribed by TRAI (Regulator) from time-to-time. The Company shall operate and maintain its Network conforming to Quality of Service standards to be mutually agreed subject to such other directions as the competent authority may give from time to time. The Company shall adhere to such QoS standards and provide timely information as required therein.

3.2 In the process of operating the Services, the company shall be responsible for

- Installation, Operation & proper maintenance of the equipment.
- Maintaining the performance and quality of service standards.
- Maintaining the MTTR (Mean Time to restore) within the specified limits of the quality of service as given below in respect of normal failures excluding catastrophes:
 - a) 90% of faults reported by subscribers should be rectified within 24hours and 99% within three Calendar days.
 - b) **Hungama** will keep a record of number of faults and rectification reports in respect of the service, which will be produced before BSNL as and when and in whatever form desired.
- Rectification of fault in **Hungama** owned links /equipment will have to be ensured within 24 hours.

3.3 **Hungama** shall be responsive to the complaints lodged by BSNL. He shall rectify the anomalies within the MTTR specified above and maintain the history sheets for each installation. statistics & analysis on the overall maintenance status and the same shall be made available to BSNL at desired intervals in prescribed format/ Performa.

4. Protection of Network

4.1 Each party will use its best endeavor and in good faith to ensure that it does not do or permit to be done or omit or permit the omission of any matter in relation to its network, which will cause damage to the other party's network or result in the interference with the operation of the other party's network.

4.2 Each party is to co-operate with the other party & adopt reasonable precautions in accordance with the usual procedure, to prevent act of sabotage to the network interconnected with it or to prevent fraudulent use of the same.

4.3 At all times, **Hungama** shall make all reasonable efforts to safeguard the network infrastructure of BSNL from being abused or spammed by any third party.



- 4.4 BSNL shall use commercially reasonable efforts to provide the services under this Agreement during all days without any interruption in accordance with industry standards, except where such interruption arises out of, results from or is related to an event of Force Majeure or other cause or circumstances beyond the reasonable control of BSNL.
- 4.5 BSNL shall be responsible for transmission of messages through its network element(s). However, BSNL may suspend the transmission in whole or in part at any time without notice if:
- o BSNL reasonably considers it necessary to safeguard provision of messages or the integrity of its Network Element(s), or
 - o The Network Element(s) fail or require modification or maintenance; or
 - o If there has been unauthorized, unlawful or fraudulent use of the transmission or any transmission is causing or may potentially cause damage or interference to the Network Element(s) of BSNL; or
 - o It is necessary to comply with a mandatory direction or request of the Department of Telecommunications or other Competent authority, or
 - o BSNL receives complaint from its subscribers for reasons related but not limited to omission, errors or incorrect data, use of obscenity in the services provided by **Hungama** under this Agreement. In such a event, the services shall remain suspended till the matter is resolved to the satisfaction of all parties concerned.



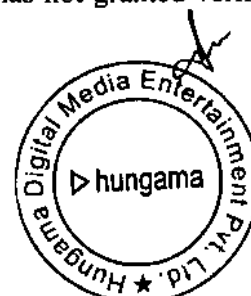
DEFINITIONS OF TERMS AND EXPRESSIONS

Unless the context otherwise requires, the different terms and expression used shall have the meaning assigned to them in the following paragraph:

1. The "Application server" means software & hardware that offers a comprehensive solution for building, deploying, mobile enabling and managing enterprise class application for providing the services.
2. "Service Area" defines the area within which Hungama may operate and offer the Services and will be as defined in Clause 1.3 of Part I of this Agreement.
3. "Network" means the GSM (Global System for Mobile) network run by BHARAT SANCHAR NIGAM LIMITED for providing the Cellular Mobile Telephony services to its subscribers.
4. "Validity of the agreement" is the period for which this agreement may be effective.
5. The term "Services" or "Service" means **USSD BASED VALUE ADDED SERVICE** as defined in Annexure II to this Agreement.
6. "Hungama" shall refer to **M/s Hungama Digital Entertainment Private Limited** who has entered into agreement with BSNL for providing the USSD based Value Added Services.
7. "BSNL" means **BHARAT SANCHAR NIGAM LIMITED**.
8. "Tariff" means Charges payable by the subscriber for the service provided.
9. "TRAI" means Telecom Regulatory Authority of India established under the TRAI Act, 1997.
10. "USSD" means Unstructured Supplementary Service Data. It is a bearer which provides user friendly navigation via online dynamic menus and pages, rapidly displayed on the screen of any kind of handset (including legacy phones).
11. "SME" means Short Message Entity. SMEs are the electronic devices that are capable of transmitting or receiving short text messages e.g. mobile handsets.
12. "SMS" means the Short Messaging Service. It is a facility that provides the ability for mobile subscribers to send and receive short text messages using SMEs. It provides two-way text messaging capabilities and confirmation of the delivery of the message.
13. "HLR" means 'Home Location Register'. It is a central database that contains details of each mobile phone subscriber that is authorized to use the GSM core network.
14. "MSC" means 'Mobile Switching Center'. It is a network element which provides circuit-switched calling, mobility management and GSM services to the mobile phones roaming within the area that it serves.
15. "GMSC" means 'Gateway Mobile Switching Center'. It is the MSC that determines which visited MSC the subscriber who is being called is currently located.
16. "SMSC" means the Short Messaging Service Center. It provides facility for sending and receiving short messages between SMEs within a digital cellular Network.
17. "BSO" means the Basic Service Operator as licensed by Dept. of Telecom.
18. "CMSP" means the Cellular Mobile Service Provider as licensed by Department of Telecommunications.
19. "Agreement" means this agreement along with all Parts and Annexures attached hereto and includes all amendments & modifications thereof as may be mutually agreed by the parties, in writing.
20. "SPAM" will be construed to have happened if Mobile Subscriber is sent un-solicited information of any kind. Unsolicited means that the Recipient has not granted verifiable permission for the message to be sent.







21. "MO" means Mobile Originated messages.
22. "MT" means the Mobile Terminated messages.
23. "Cost of Content/Services" as would be made available to **Hungama** shall be as per percentage of the price being charged from the end user. The percentage shall be as per details mentioned in Part-II (Financial Conditions)



ANNEXURE - II

USSD BASED SERVICES AGREED TO BE PROVIDED UNDER THIS AGREEMENT

1. The USSD Based Value Added Services agreed to be provided by **Hungama** are as below:

1.1 . Pull Based (Per Pay) Value Added Services agreed to be provided are as under:

Service	Price Point per Transaction
Bollywood BakBak (Bollywood news)	Rs.2/- (Rupees Two only)
Filmy Gupshup (Bollywood gossip)	Rs.2/- (Rupees Two only)
Pardekepeeche (Trivia)	Rs.2/- (Rupees Two only)
Gadbadghotaala (Bloopers)	Rs.2/- (Rupees Two only)
SahiJawaab (Bollywood Quiz)	Rs.2/- (Rupees Two only)
GeetSangeet (Music Reviews)	Rs.2/- (Rupees Two only)
Bollywood Bday Bumps (Star Birthdays)	Rs.2/- (Rupees Two only)
Bollywood ke Style Mein (Celeb style check)	Rs.2/- (Rupees Two only)
Bollywood arzhai (Bollywood Shayris)	Rs.2/- (Rupees Two only)
Dialogue baazi	Rs.2/- (Rupees Two only)
Celebrity Quotes	Rs.2/- (Rupees Two only)
Regional Movie News	Rs.2/- (Rupees Two only)
Regional Movie gossip	Rs.2/- (Rupees Two only)
Regional Movie Trivia	Rs.2/- (Rupees Two only)
Regional Movie Trivia	Rs.2/- (Rupees Two only)
Hollywood News	Rs.2/- (Rupees Two only)
International Movie Gossip	Rs.2/- (Rupees Two only)
International Movie & Music Reviews	Rs.2/- (Rupees Two only)
International Movie & Music Reviews	Rs.2/- (Rupees Two only)
Sher O' Shayris (Love, Serious, Funny, Philosophical)	Rs.2/- (Rupees Two only)
Love Jokes	Rs.2/- (Rupees Two only)
Naughty Jokes	Rs.2/- (Rupees Two only)
Bheja Fry (PJ) Jokes	Rs.2/- (Rupees Two only)
General Jokes	Rs.2/- (Rupees Two only)
Recipes	Rs.2/- (Rupees Two only)
Management Mantra	Rs.2/- (Rupees Two only)
Stress Buster Tips	Rs.2/- (Rupees Two only)
Career Tips	Rs.2/- (Rupees Two only)
Home remedies (Ayurveda)	Rs.2/- (Rupees Two only)
FTV Fashion Check	Rs.2/- (Rupees Two only)
Quote of the Day	Rs.2/- (Rupees Two only)
Automobile maintenance tips	Rs.2/- (Rupees Two only)
Word of the Day	Rs.2/- (Rupees Two only)
Home Décor	Rs.2/- (Rupees Two only)
Health & Fitness tips	Rs.2/- (Rupees Two only)
Did you know?	Rs.2/- (Rupees Two only)
Personality Development Tips	Rs.2/- (Rupees Two only)
Love Quotes	Rs.2/- (Rupees Two only)
Pickup lines	Rs.2/- (Rupees Two only)
Refusal lines	Rs.2/- (Rupees Two only)



Gadget Info	Rs.2/- (Rupees Two only)
Thirukural	Rs.2/- (Rupees Two only)
Regional News	Rs.2/- (Rupees Two only)
Business News	Rs.2/- (Rupees Two only)
International News	Rs.2/- (Rupees Two only)
Cricket Scores	Rs.2/- (Rupees Two only)
Cricket News	Rs.2/- (Rupees Two only)
Crime News	Rs.2/- (Rupees Two only)
City News	Rs.2/- (Rupees Two only)
BSE/NSE Stock Indices	Rs.2/- (Rupees Two only)
Commodity Prices	Rs.2/- (Rupees Two only)
Soccer News & Results	Rs.2/- (Rupees Two only)
Motor sport News	Rs.2/- (Rupees Two only)
Fortune Cookie	Rs.2/- (Rupees Two only)
LOVE MATCH	Rs.2/- (Rupees Two only)
Love Test/FLAMES	Rs.2/- (Rupees Two only)
Dating Tips	Rs.2/- (Rupees Two only)
Love Quotes	Rs.2/- (Rupees Two only)
Health BMI calculator	Rs.2/- (Rupees Two only)
Health Tips	Rs.2/- (Rupees Two only)
Beauty Tips	Rs.2/- (Rupees Two only)
Bollywood birthdays	Rs.2/- (Rupees Two only)
Bollywood Style Maar	Rs.2/- (Rupees Two only)
Quote/Thought of the day-English	Rs.2/- (Rupees Two only)
Muhavra of the day-Hindi	Rs.2/- (Rupees Two only)
Shloka of the day	Rs.2/- (Rupees Two only)
Crush-O-Meter	Rs.2/- (Rupees Two only)
Boss Compatibility	Rs.2/- (Rupees Two only)
Pranks	Rs.2/- (Rupees Two only)
Astro Compatibility	Rs.2/- (Rupees Two only)
Rakhi Meter	Rs.2/- (Rupees Two only)
Birthday Forecast	Rs.2/- (Rupees Two only)
Lie Meter	Rs.2/- (Rupees Two only)
Hate Compatibility	Rs.2/- (Rupees Two only)
Rajnikant jokes	Rs.2/- (Rupees Two only)
Amazing Facts	Rs.2/- (Rupees Two only)
Friendship day Greetings	Rs.2/- (Rupees Two only)
Quran Alerts	Rs.2/- (Rupees Two only)
Love Tips	Rs.2/- (Rupees Two only)
Emotional Atyachar	Rs.2/- (Rupees Two only)

Additional services can be provided on mutual agreed basis.

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1.2 Subscription based Value Added Services agreed to be provided:

Category	Service	No alerts per day	Tariff for					
			30 days	20 days	15 days	10 days	7 days	3 days
Entertainment	Bollywood Masala (News, Gossip, Trivia)	3	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Bollywood Bloopers	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Song of the Day	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Regional Jokes Pack	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Kida Pack	2						
	Shayri's & Hasya Kavita	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Regional Entertainment Pack	2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Sports Pack	3	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Cricket Score Alerts and News Pack	3	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	FTV Wild pack (Fashion tips and news)	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Celebrity Star Quotes	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	TV Serial Entertainment Pack	2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Celebrity Zone	Mallika's secrets	2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-
Bipasha's Health Tips		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Hrithik's Guide to fitness		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
John Abraham's Guide to Grooming tips		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
SanjeevKapoor's Recipe and cooking tips		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Shilpa's Yoga tips		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
RajuShrivastava's Jokes		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Jr.NTR's Celeb diary pack		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
IlleNaD'cruz beauty and style tips		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Nagarjuna Celeb diary		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
KajalAgarwals' Relationship tips		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Ram CharanTeja Love advice		2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Lifestyle		Regional News	2	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-
	State pack	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Love Unlimited pack (Quotes, tips, trivia)	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-



	Jokes pack	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	FTV Wild pack	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Stress Buster Tips	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Career Tips	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Quote of the Day	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Safety tips (earthquake, fire and other danger)	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Word of the Day	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Home Décor	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Did you know?	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Personality Development Tips							
	Car and Bike Maintenance	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Dressing & styling	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Devotional	Quran Alerts	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Swami Vivekanand's teachings	1	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Contest	Bollywood Quiz		Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	GK Quiz		Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Mythology and Religion Quiz		Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Combo Packs	Super Combo (Entertainment, Sports, Lifestyle, Devotional and News)	4	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Combo News (Regional, Sports International, and Business)	4	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
Special Applications	Monotone Store	Unlimited Alerts on pull	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Read-All-U can	Unlimited Alerts on pull	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-



	Travel Portal	Unlimited Alerts on pull	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-
	Bhakti Dham (Devotional Portal)	Unlimited Alerts on pull	Rs.30/-	Rs.20/-	Rs.15/-	Rs.10/-	Rs.7/-	Rs.3/-

Additional services can be provided on mutual agreed basis.

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[Signature]



1. BSNL will provide hosting space to **Hungama** inside its own premises subject to availability of space. The availability of space will be decided by the concerned Zonal Incharge. The decision of BSNL authorities in this regard shall be final.
2. Co-location facility in BSNL premises will be extended to **Hungama** subject to feasibility & payment of requisite infrastructure charges. The space for infrastructure required in such cases shall be provided by BSNL as per the requirement justified by the **Hungama**. The word infrastructure means electricity/ power/ space/ air-conditioning and connectivity (EIs).
3. Infrastructure charges will be applicable as per infrastructure charge policy of BSNL amended from time to time.
4. As per existing policy of BSNL the infrastructure charges are as follows:

Power	Infrastructure/Space Charges (Per Annum)
Upto 2 KW	Rs. 3.5 Lakh
Between 2KW – 5KW	Rs. 6.5 Lakh per site/ deployment
Additional slabs of 5 KW (5-10, 10-15 etc.)	1.25 times the power consumption charges taking highest power of the slab and @ Rs.10/- per unit (1 KW) for 24 hrs a day for 365 days a year.
35 KVA	Rs. 38 Lakhs

Although the Infrastructure charges have been given above for power above 5 KW also but such cases will be dealt on 'case to case' basis and as per the prevailing policy at that time.

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PROFORMA FOR BANK GUARANTEE

To

BHARAT SANCHAR NIGAM LIMITED
Bharat Sanchar Bhawan,
Harish Chandra Mathur Lane,
Janpath, New Delhi – 110 001.

In consideration of the **BHARAT SANCHAR NIGAM LIMITED (BSNL)** having signed an agreement No. **200-43/2012 VAS** dated _____ (hereinafter called 'the said agreement') with **M/s Hungama Digital Entertainment Private Limited** (hereinafter called '**Hungama**') regarding provision of the USSD based Value Added Services (hereinafter called 'the Service') to the subscribers of BSNL as per the terms and conditions contained in the said agreement, which inter-alia requires the submission of the Bank Guarantee of **Rupees Twenty Five Lakhs** as a security towards the due observance and performance of the terms & conditions of the said Agreement. We _____ (*indicate the name and address of the Bank*) (hereinafter referred to as 'the Bank') at the request of **Hungama** hereby irrevocably and unconditionally guarantee to BSNL that **Hungama** shall render all activities which may be required to be rendered by **Hungama** in connection with rolling out of the services as mutually agreed and further guarantees that the service which shall be provided by **Hungama** under the said agreement, shall be actually performed in accordance with terms & conditions of said agreement to the satisfaction of the BSNL.

2. We, the Bank, hereby undertake to pay BSNL an amount not exceeding **Rupees Twenty Five Lakhs** against any breach of any of the terms & conditions contained in the said agreement including failure to rollout the services as mutually agreed or to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety against the payment of an amount of **Rupees Twenty Five Lakhs** to the BSNL to secure due and faithful observance & performance by **Hungama** of all his obligations under the said agreement.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by reason of breach by the said **Hungama** of any of the terms & conditions contained in the said agreement or by reason of **Hungama** failure to perform any of its obligations under the said agreement including failure to rollout the services as mutually agreed.

5. We, the Bank, hereby agree that the decision of the BSNL as to whether **Hungama** has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or failed to launch the services as mutually agreed, whether the service is free from deficiencies and defects and is in accordance with the terms & conditions of the said agreement or not and as to the amount payable to the BSNL by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:





(a) The Guarantee herein contained shall remain in full force and effect for a period of at least thirty two months from the date hereof or any extension thereof and that it shall continue to be enforceable till BSNL is satisfied that the terms and conditions of the said agreement have been fully and properly carried out by the said **Hungama** and accordingly discharged this guarantee.

(b) The BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said **Hungama** from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said **Hungama** and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said **Hungama** or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Hungama** or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against **Hungama** shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the BSNL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by **Hungama**.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to **Rupees Twenty Five Lakhs** only and our Guarantee shall remain in force until thirty two months from the date hereof or any extension thereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Dated _____ day of _____, 2012 at _____

(Signed by the authorized signatory of the Bank)

(Please furnish here the full address of the concerned Branch of the Bank along with the contact telephone numbers, Mobile number and Fax number of the concerned Bank Official)

In the presence of Witnesses:

1. Signature
Name
Occupation
Address
Place

2. Signature
Name
Occupation
Address
Place

