

**BIHARAT SANCHAR NIGAM LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISE)  
(CORPORATE OFFICE - VAS-I-III)

17, Sector, Bharat Sanchar Bhawan, Harish Chandra, M.P. Road, Connaught Place, New Delhi-110001

17/03/2013

2013

VAS-2/SMS/DATA/3G-Pyro:2013

Dated: 13<sup>th</sup> March, 2013

To,  
PGM (CMIS)/ GM (CMIS) Nodal Center - Chandigarh/ Pune/ Kolkata/ Trichy/ GM(VAS)  
Nodal Center- Chennai

Subject: Renewal of agreement signed with **M/s Pyro Networks Pvt. Ltd.** for providing SMS/DATA/3G based VAS to Wireless subscribers of BSNI, in all four zones-regarding.

BSNL has renewed agreement signed with **M/s Pyro Networks Pvt. Ltd.** on 12<sup>th</sup> March, 2013 (effective from 28<sup>th</sup> January, 2013) for provision of SMS/DATA/3G based VAS to wireless subscribers of BSNI, in all four zones. The soft copy of the agreement is being uploaded along-with this letter on BSNI's Intranet: [www.intranet.bsnl.co.in](http://www.intranet.bsnl.co.in) for ready reference. The Company is providing these services on short code "56566".


2. The names and contact details of the persons coordinating on behalf of the company on any technical issue/ problem are below.

Mr. Damodar Sharma	Mobile No. 09963044439, Email: damodar.sharma@pyrogroup.com
Mr. Fayazuddin Tappa	Mobile No. 09985734770, Email: fayazuddin.tappa@pyrogroup.com

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

4. **M/s Pyro Networks Pvt. Ltd.** 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 BSNI, have to ensure the compliance for the same. In case any violation is noticed, the company be suitably warned under intimation to this office.

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

  
(V. K. Sharma)  
DM (VAS-III)  
09868241941

13/3/13

Copy to

- 1) Director (CM)/ Director(Finance), BSNI, Board for kind information please
- 2) All CGMs, BSNI.
- 3) PGM(RegIn)/ Sr.GM(P&P-CM)/ GM(NWO-CM)/ GM(Sales & Marketing-CM), BSNI, Corporate office
- 4) M/s Pyro Networks Pvt. Ltd., along with the original set of Agreement

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

**AGREEMENT WITH M/S PYRO NETWORKS  
PRIVATE LIMITED  
FOR PROVISION OF  
SMS/ DATA/ 3G CONTENT BASED VAS  
TO  
WIRELESS SUBSCRIBERS OF BSNL**

No. VAS-2/SMSDATA3G-Pyro/2013

**TOTAL PAGES: 38 Pages**



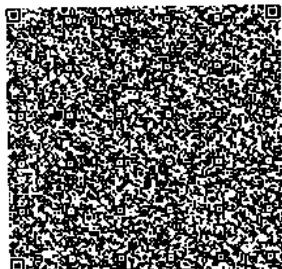
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL87857563283918L  
Certificate Issued Date : 08-Mar-2013 09:43 AM  
Account Reference : IMPACC (IV)/ dl827803/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL82780375398848577565L  
Purchased by : BHARAT SANCHAR NIGAM LTD  
Description of Document : Article 5 General Agreement  
Property Description : N A  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : BHARAT SANCHAR NIGAM LTD  
Second Party : PYRO NETWORKS PVT LTD  
Stamp Duty Paid By : BHARAT SANCHAR NIGAM LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line.....

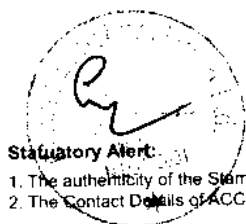
#### AGREEMENT FOR PROVISION OF SMS/DATA/3G CONTENT BASED VAS TO WIRELESS SUBSCRIBERS OF BSNI.

This agreement is signed on the 12<sup>th</sup> day of March, 2013 by and between **BHARAT SANCHAR NIGAM LIMITED**, a company registered under the Companies Act 1956 having its Registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi - 110001 acting through **Shri D. K. Agrawal Addl. GM (VAS-III)** (hereinafter called **BSNI**, which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the **FIRST PARTY**

AND

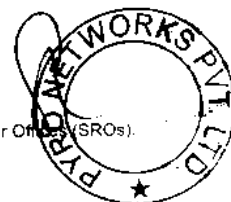
**M/S PYRO NETWORKS PRIVATE LIMITED**, {CIN: U64203AP2002PTC38972}, a company registered under the Companies Act 1956, having its registered office at 8-2 293/82, Plot No. 564/A-

2



Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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32/2, Road No. 92, Jubilee Hills, Hyderabad-500033 acting through **Mr. S.M.Reddy**, the authorized signatory (hereinafter called **Pyro** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

**Pyro** had signed an Agreement with BSNL, on 28<sup>th</sup> November, 2011 for a period of 14 months (hereinafter *said Agreement*) for providing SMS/DATA based Value Added Services to Wireless subscribers in **EAST, WEST, SOUTH & NORTH** Zones of BSNL on non exclusive & cost of content/services basis. **Pyro** has expressed its willingness to renew the said agreement. Whereupon and in pursuance to the said request, BSNL, has agreed to sign this agreement with effect from 28<sup>th</sup> January, 2013 with **Pyro** for provision of SMS/DATA/3G content based Value Added Services as given in Annexure II, III & IV to the Wireless subscribers in **EAST, WEST, SOUTH & NORTH** Zones of BSNL's Wireless network on non-exclusive & cost of content/services basis.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the due observance & performance of all the terms and conditions mentioned in main agreement the Part I to III and Annexure I to IV attached hereto & forming part of this agreement, BSNL and **Pyro** agree to sign agreement on non-exclusive & cost of content/services basis by **Pyro** to provide the Value Added Services on SMS/DATA/3G Content (as given in Annexure-II, III & IV) to the Wireless subscribers of BSNL in **EAST/ WEST/ SOUTH/ NORTH** Zones and as per conditions contained in various parts & Annexures attached hereto.

1.1 **The services in Annexure II & III shall be provided in following respective manner**

- SMS based content will be delivered under the SMS short code allotted to VAS Provider by BSNL, mentioned in Annexure II.
- Data based VAS under VAS Provider's brand, the WAP site of which can be directly accessed as mentioned in Annexure III.

1.2 **The services in Annexure IV shall be provided in following respective manner**

a) **By hosting content**-VAS Provider contents will be hosted on SDP/ECDS.

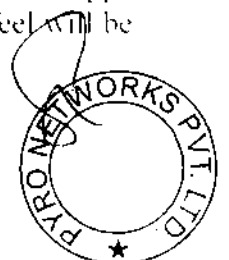
b) **By hosting the metadata of content**- metadata of content will be on portal and content will be at VASPs server

AND/OR

**By Proxy method**- Each VAS Provider has different or combine URL /link for different type of content under different categories and these URL, linked to /hosted on SDP. Look and feel will be same as BSNL LIVE. Services pass through BSNL SDP or system. Charging will be through SDP.

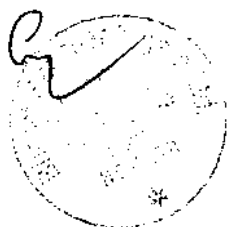
c) **By Redirect (on BSNL's branding)**- Each VAS Provider has different or combine URL /link for different type of content under different categories and these URL, linked to SDP. Look and feel will be BSNL LIVE and charging will happen through SDP internal Short-code of BSNL. In this case, Services do not pass through BSNL SDP portal or system but directly provided to end user through CP Platform.

d) **By Redirect**- Each VAS Provider has different or combine URL /link for different type of content under different categories and these URL, linked to SDP. Look and feel will be



of Content providers and charging will happen on VAS Provider short code. In this case, Services do not pass through BSNI, SDP portal or system but directly provided to end user through VAS Provider Platform.

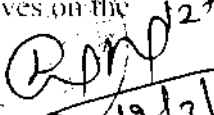
- 1.3 VAS Provider agrees that the cost of content delivered through above differing methods is different as defined in part II of agreement.
2. It shall be valid for a period of **ONE** year w.e.f. 28<sup>th</sup> January, 2013 unless revoked earlier. BSNI, may extend, if deemed expedient, the period of agreement by **ONE** year. The agreement may not be considered for further renewal if it is found that **Pyro** has not been able to meet the minimum monthly zonal revenue commitment of Rs. 50,000/- at least for six months in a year. The decision of BSNI, shall be final in regard to the grant of extension or renewal.
3. **Pyro** and BSNI, 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. BSNI, reserves the right to provide the Value added services on its own or to enter into Agreement with other service providers/ parties for providing similar services in its Licensed 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. **Pyro** 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. **Pyro** shall ensure that the content to be provided under this agreement is not obscene or offending to the religion, community or sect or violating any copyrights/ intellectual property rights of any third party.
7. **Pyro** shall indemnify BSNI, in respect of any consequences of whatsoever nature arising on account of 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. **Pyro** and BSNI, shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
10. **Pyro** 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 Govt. of India and any new condition/ direction/ amendment/ stipulation which may be brought in force by the Regulator/ Licensor/ Govt. 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. **Pyro** 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 any new amendment/ direction/ stipulation etc. which may be brought in force by TRAI/ regulator etc. subsequent to the execution of this Agreement.

**Pyro** 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., **Pyro** 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 12<sup>th</sup> day of March, 2013


  
12/3/2013


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



Signed on behalf of **M/S PYRO NETWORKS PRIVATE LIMITED** by **Mr. S.M.Reddy**, the Authorized Signatory in accordance with the Board Resolution dated 7<sup>th</sup> February, 2013.

In presence of the witnesses:

1. Signature   
Name **PRAGYENDRA BAHADUR SINGH**  
Occupation **B.D.E.**  
Address **PYRO NETWORKS PVT. LTD.**  
Place **NEW DELHI**

2. Signature   
Name **Hajit Singh**  
Occupation **Asst VBS**  
Address **BSNL Co, ND**  
Place

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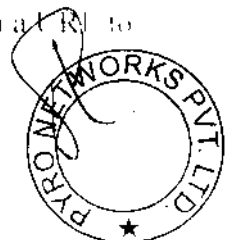


## TERMS & CONDITIONS

### 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 **Pyro** would include:
- 1.2.1 Technical integration with BSNL's SMSC, WAP Gateway, SDP (Service Delivery Platform) and Streaming Server shall be done by **Pyro**.
- 1.2.2 It shall be the responsibility of **Pyro** to upload the contents through FTP/ remote access from their server to BSNL's SDP/ Streaming Server in each Zone. Also, it shall be the responsibility of **Pyro** to provide the metadata using WEB GUI of SDP in specified formats.
- 1.2.3 It shall be the responsibility of **Pyro** to bring premium quality contents to BSNL users.
- 1.2.4 Operation & Maintenance: **Pyro** shall be responsible for Operation & Maintenance of the 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.
- 1.2.5 Management of Content, sourcing, adaptation, editing, quality assessment, cataloguing, refreshing, content procurement from content owners, repurposing & redistribution shall be done by **Pyro**. However management of content/link hosted on BSNL's SDP shall be the responsibility of BSNL's. It shall be the responsibility of **Pyro** to publish regular content/ content updates on the site for the services agreed to be provided under Annexure II, III & in annexure IV wherein the content is on the **Pyro** server with the required information for above for the services agreed to be provided under Annexure IV for case of hosted contents.
- 1.2.6 Content arrangement: **Pyro** shall be responsible for arranging the required content along with the copyrights/ IPRs at its own costs.
- 1.2.7 It shall be the responsibility of **Pyro** to provide the monthly traffic report, report regarding content consumption behaviour or any other type of MIS as desired by BSNL in case of services agreed to be provided under Annexure II & III and to provide the required information to generate any type of MIS in case of the services under Annexure IV.
- 1.2.8 The necessary logs/ Call Detailed Records (CDRs) in support of delivery of content services through the service to facilitate differential charging shall be provided by **Pyro** to BSNL, as per format & frequency requested for by BSNL.
- 1.2.9 Logs of all subscription/ renewal/ un-subscription activities done through IVR/ OBD or SMS or USSD or WAP or WAB will be preserved for a period of one year. **Pyro** will either extend remote login to the designated official in BSNL CMIS nodal centre to view such logs or will push such logs on daily basis to BSNL CMIS nodal centre on a CD ROM to





be specified by their respective DGM (VAS) for preserving the same for a period of one year.

1.2.10 In case of 3G content based VAS through WAP portal 'BSNL LIVE' the necessary reports in support of delivery of content services and related charging shall be provided by BSNL and the same shall be agreed by **Pyro**.

1.2.11 **Pyro** would also be providing DATA 3G based VAS through its own WAP site and/or website defined by **Pyro** for such services in addition to the possibility of sending SMS on **Pyro's** short code by specifying the content identity code, as defined by **Pyro**. **Pyro** shall be responsible for creating, hosting, operating & maintaining the WAP site and/or website at its own costs & risks. **Pyro** shall be responsible for arranging the hosting infrastructure for the requisite content applications at its own costs.

1.2.12 Following is also applicable in addition to above, in case of providing services through BSNL LIVE as mentioned in Annexure IV.

1.2.12.1 **Pyro** will coordinate for upload/publish of content with BSNL zonal officers

1.2.12.2 **Pyro** shall be responsible for ingesting content in each of the nodal SDP streaming server in specified format.

1.2.12.3 **Pyro** shall provide its Content files' metadata in the formats as defined by Nodal units. However the formats will be indicative and can be re-defined from time to time as per the requirement.

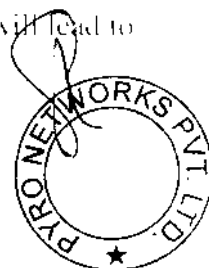
1.2.12.4 To ease the discovery and indexing of content, **Pyro** shall be responsible for providing correct metadata associated with the content. The same metadata should be shared with CMP on the same day.

1.2.12.5 **Pyro** can make a request for promotion of special content and packages to BSNL on special events. For these promotions, **Pyro** shall provide the promotional message, banners etc. at least 2 weeks in advance.

1.2.12.6 BSNL reserve rights to remove content from SDP/ streaming server.

- a) If it is observed that no content sale is happening or the content sale is below a threshold. This threshold shall be fixed by BSNL from time to time.
- b) If the content is found offensive.
- c) If the metadata associated with the content is not correct or misleading.
- d) If the content is duplicated. If two content partners are providing the same content, both will be informed. The content will be restored in the name of whoever uploaded the content first. Decision of BSNL shall be final in this regard.
- e) If the content quality (picture and sound quality) is not deemed fit.
- f) There will be no branding of **Pyro** on the content metadata.
- g) Content will be uploaded by **Pyro** in predefined categories. Request for new category must be made to BSNL. BSNL on its own reserves the right to assign the content to an alternate category deemed fit.
- h) If the content is found offensive.

1.2.13 **Pyro** shall maintain the look and feel of BSNL LIVE WAP portal to keep BSNL's branding, strictly in case of provisioning of service through by Hosting content by hosting metadata of content/by proxy method/by redirect (On BSNL branding). If it is observed that **Pyro** is not following at any point of time content service related to 3G, it will lead to Termination of Agreement.



- 1.2.14 In all the cases, only icon of service will be displayed on BSNI LIVE home page, the metadata or link/URL of service will be placed in next page according to popularity. Most popular content will get top positions in index list of metadata/URL.
- 1.2.15 Initially, the popularity of content may be decided considering the industrial pattern, customer taste and Market trends. Afterwards, the hits on the content may be taken into consideration for popularity by Nodal center. However, decision of zonal units shall be final.
- 1.2.16 Miscellaneous. Any other activity(ies) necessary for the successful implementation provisioning of services.
- 1.3 **Pyro** shall provide SMS/DATA 3G CONTENT based Value Added Services to the Wireless subscribers of BSNI in **EAST/ WEST/ SOUTH/ NORTH** Zones. BSNI's Wireless Operation 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 including NE-II)
2.	West	Gujarat, Maharashtra, Madhya Pradesh including Chhattisgarh
3.	North	Haryana, Himachal Pradesh, , Jammu & Kashmir ,Punjab, Rajasthan, UP (East), UP (West) including Uttarakhand
4.	South	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu including Chennai

- 1.4 The SMS based services agreed to be provided under this agreement shall be as defined under Annexure II to this agreement. The DATA based VAS agreed to be provided under this agreement by **Pyro** shall be as defined under Annexure III to this agreement. The 3G content based VAS through BSNI LIVE agreed to be provided under this agreement shall be defined under Annexure IV.
- 1.5 BSNI reserves the right to suspend the services wherever and whenever the field unit of the BSNI 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 **ONE** year w.e.f. 28<sup>th</sup> January, 2013 unless revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of BSNI, directly or through some other complaint that **Pyro** had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with **Pyro**, this agreement shall stand terminated immediately under intimation to **Pyro**.

## 3. Extension of Agreement

BSNI may extend, if deemed expedient, the period of agreement by **ONE** year. The agreement may not be considered to further renewal if it is found that **Pyro** has not been



able to meet the minimum monthly zonal revenue commitment of Rs.50,000 - for a period of at least six months in a year. The decision of BSNI, shall be final in regard to the grant of extension or renewal.

#### **4. Provision of Service**

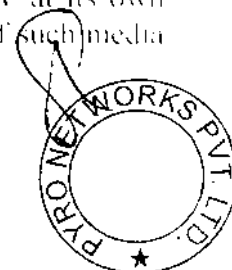
- 4.1 **Pyro** shall be responsible for installation, testing, commissioning, operation and maintenance of all the equipment (hardware, software, help desks, etc.) and contents at its own cost for providing the Service under this Agreement.
- 4.2 **Pyro** shall also be responsible for obtaining the copyrights and complying with the Intellectual Property Rights of the content, wherever applicable. **Pyro** shall indemnify BSNI, 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 **Pyro** that it shall, at no point of time, use the services and/or the connectivity under this agreement for push messaging.
- 4.4 **Pyro** shall constantly monitor that content of the services is correct, relevant and conform to the Indian laws at all times.
- 4.5 **Pyro** shall be responsible for extending all of its latest SMS/DATA/3G Content based services to the Wireless subscribers of BSNI.
- 4.6 The services to the BSNI's Wireless subscribers by **Pyro** 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 **Pyro** shall provide assistance and guidance to authorized BSNI, 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. **Pyro** shall mention its help desk details in its advt. promotion in an easily readable/ comprehensible format.

#### **5. Delivery of Service**

**Pyro** shall ensure provisioning of commercial services envisaged herein in the complete service area within seven days of provision of requisite SMSC/ SDP/ Video Streaming server/ MMSC/ WAP gateway connectivity by BSNI.

#### **6. Marketing of Services**

- 6.1 **Pyro** shall be responsible for the Marketing, advertising, etc. of the services at its own cost, as mentioned in Annexure II, III & IV. BSNI, has no obligation under this agreement to market & advertise the services defined under this agreement.
- 6.2 **Pyro** will market/ promote its services mentioned in Annexure II, III & IV 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 **Pyro**. **Pyro** may get pamphlets or brochures designed, approved, printed at least upto 2% of the BSNI, 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. BSNI, will facilitate distribution of these pamphlets/ brochures through its Franchisees & points of sales (POS) to those customers who will be coming to POS for recharge or buying some other BSNI, products/ services. BSNI, will not be liable to pay any cost under any circumstances whatsoever.

- 6.3 **Pyro** shall mention BSNI's applicable brands in all its promotions specific to the services defined under this agreement.
- 6.4 BSNI, and **Pyro** may work out special promotion schemes/ contests, etc, other than as mentioned in Para 6.2 above, exclusively for BSNI's Mobile subscribers, on mutually agreed basis, under this Agreement.
- 6.5 **Pyro** shall get the marketing plans approved by the Marketing cell of BSNI, Corporate office for the services under this Agreement.

#### 7. **Modifications in the Terms and Conditions of Agreement**

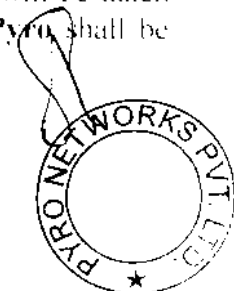
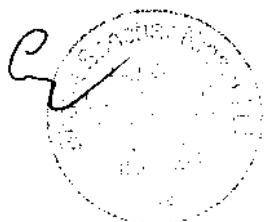
The terms and conditions of the Agreement are subject to modification by mutual agreement based upon the request of either party. Notwithstanding anything contained herein, the rates of payment to **Pyro** and other related conditions may be changed upon mutual consent of both the parties or if in BSNI's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

**Pyro** 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**

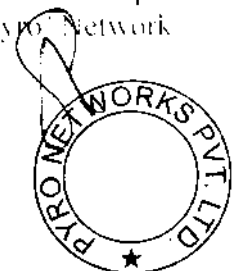
- 9.1 BSNI, reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities or in the circumstances as stated in Para 4 of Part III of this Agreement. In such a situation, BSNI, shall 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 **Pyro** shall be payable by BSNI,.



- 9.2 BSNI, 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 **Pyro** at its registered office, terminate this agreement under any of the following circumstances:
- a) **Pyro** failing to perform any obligation(s) under the agreement;
  - b) **Pyro** failing to rectify, within the time prescribed, any defect as may be pointed out by BSNI;
  - c) **Pyro** 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 **Pyro** is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNI, in writing. In that case, the written notice period can be modified by BSNI, as deemed fit under the circumstances. BSNI 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 **Pyro** 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 **Pyro** and any cost of content services payment pending with BSNI, shall be forfeited.
- 9.6 Breach of non-fulfillment of Agreement conditions may come to the notice of BSNI through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNI 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 **Pyro** or not? **Pyro** shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

#### 10. Actions pursuant to Termination of Agreement

- 10.1 On termination or surrender or expiry of the Agreement, **Pyro** shall ensure clearance of dues, if any, which it is liable to pay to BSNI. In case of failure of **Pyro** to pay the amounts due to BSNI, the outstanding amounts shall be realized through the pending bills due to **Pyro** without prejudice to any other action(s) for recovery of the amounts due to BSNI.
- 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 nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's **Pyro** 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

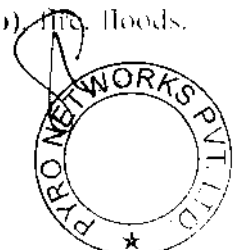
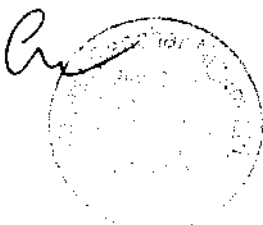
- 11.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL, New Delhi or in case 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 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 Pyro) fire, floods,



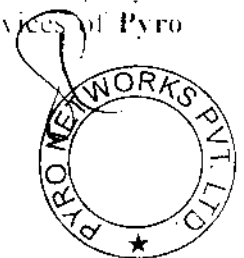
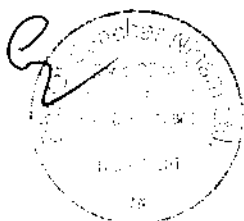
natural calamities or any act of God (hereinafter referred to as **event**), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate 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 BSNI 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 BSNI, or its authorized representative shall have right to inspect the sites used for extending the Service by **Pyro** 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. **Pyro** will provide the necessary facilities for continuous monitoring of the system, as required by BSNI, 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 BSNI, 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 **Pyro** or not? In case of such inquiry, **Pyro** shall extend all reasonable facilities without any hindrance.

### **14. Confidentiality**

- 14.1 Subject to conditions contained in this Agreement, **Pyro** shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNI 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 **Pyro** or **Pyro** himself divulges or uses any such information except as may be necessary in the course of providing Services to BSNI.; and
- b) No person seeks such information other than is necessary for the purpose of providing Service to BSNI..
- Provided, the above Para shall not apply where BSNI, 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 **Pyro** shall ensure that no profiling information regarding the Mobile subscribers of BSNI, 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 **Pyro** and/or any third party.



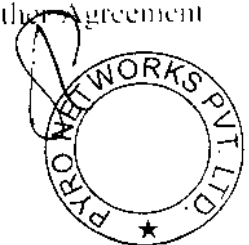
- 14.3 **Pyro** shall take necessary steps to ensure that **Pyro** and any person(s) acting on its behalf observe confidentiality of customer information.
- 14.4 **Pyro** shall, prior to commencement of Service, confirm in writing to BSNL, that **Pyro** has taken all necessary steps to ensure that it 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 Pyro

- 15.1 **Pyro** 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 **Pyro** from engaging in advertising and promotional activities relating to any of the services.
- 15.3 **Pyro** 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 **Pyro** in this regard shall be sole liability of **Pyro**.
- 15.4 In case any confidential information is divulged to **Pyro** for proper implementation of an Agreement, it shall be binding on **Pyro** and its employees to maintain its secrecy and confidentiality.
- 15.5 **Pyro** 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 **Pyro** is specifically directed not to indulge in any form of forceful subscription of any Service to the subscribers of BSNL. **Pyro** should follow all the regulations issued by TRAI Regulator from time to time on the subject. In case if **Pyro** is found indulging in any such activity, BSNL, at its own discretion may impose any penalty on **Pyro**. This penalty imposed by BSNL, can be in addition to the penalty, 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 **Pyro** 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 **Pyro** with BSNL.





**17. Indemnification**

**Pyro** shall agree 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 **Pyro**;
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or person or of law by **Pyro**;
- d) Any claim made by any third party or person arising out of the use of the services and arising in connection with interruptions or degradations of service caused solely by **Pyro**.
- e) The VASP shall comply with all the Laws, Directives, guidelines etc. of the Land where VASP is located and shall be fully responsible for the same. The VASP shall Indemnify BSNL for any liability rising out of non compliance of the same.

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

**18. Relationship**

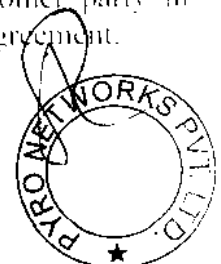
Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume 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

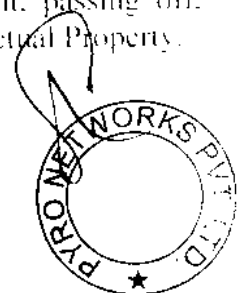
**20. Liability**

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 BSNI and **Pyro** shall remain their own and this Agreement shall not affect their ownership in any way unless mutually agreed upon.
- 21.2 **Pyro** 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 **Pyro** indemnifies BSNI 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 **Pyro** in respect of the content- application- technology used by **Pyro** in providing the services.
- 21.4 **Pyro** shall ensure that no profiling information regarding the Wireless subscribers of BSNI 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 **Pyro** and/ or any third party. Such information including the other information pertaining to usage like the login ID, etc. created by the subscribers in availing the services & residing in server(s) of **Pyro** shall be destroyed by **Pyro** within seven days of expiry or termination of this agreement under confirmation to BSNI.
- 21.5 **Pyro** shall not use BSNI's trademarks, trade names, service marks, copyrights, patents, trade secrets, trade dress or BSNI Logos, etc. without BSNI's prior written consent.
- 21.6 **Pyro** recognizes that the BSNI 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 BSNI, the advertising and promotional material and Customer/ Subscriber information related to the services provided by BSNI, 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 "BSNI Intellectual Property"). **Pyro** hereby acknowledges that it shall have no right, title or interest in the BSNI Intellectual Property and the same are assets of BSNI. Any customization or modification done by **Pyro** shall not affect BSNI's exclusive rights to and ownership of all or any of the services of BSNI.
- 21.7 **Pyro** shall not knowingly interfere or cause any third party to knowingly interfere with BSNI Intellectual Property Rights. **Pyro** agrees and undertake that it shall take all necessary & timely measures to ensure that BSNI Intellectual Property Rights are not infringed, passed off, diluted, reverse engineered, hacked into, misappropriated, tampered with and/ or copied or used by **Pyro** or any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants or any other person except as expressly provided herein. **Pyro** shall immediately inform BSNI in the event it becomes aware of any infringement, passing off, misappropriation or dilution of BSNI Intellectual Property Rights and that it shall provide all reasonable information and assistance necessary in order to assist BSNI to abate the infringement, passing off, misappropriation, unauthorized copying or use of, or dilution of its Intellectual Property.



- 21.8 **Pyro** 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 **Pyro** 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 or Intellectual Properties of BSNL which **Pyro** 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 **Pyro** after the termination/ expiry of this Agreement for any reason whatsoever under this agreement which **Pyro** may be or may have been concerned or interested in.
- 21.10 **Pyro** 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, **Pyro** 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 **Pyro** 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 **Pyro** shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine, penalty, demands or damages arising consequent to the breach by **Pyro** 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**

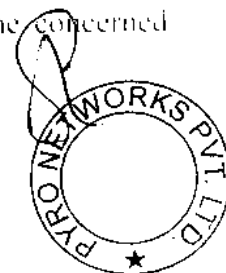
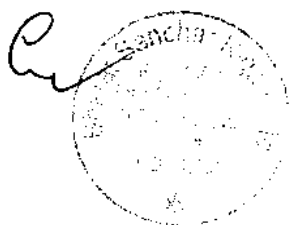
- 22.1 In accordance with clause 6.1A of DOT guidelines vide letter No 842-725 2005-VAS-66 dated 31st July, 2008 and any directions of DOT thereunder, BSNL shall have the right to direct, to warn, to penalize **Pyro** or terminate the Agreement after considering any report of conduct or antecedents detrimental 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 **Pyro** shall bear all liabilities in the matter and keep BSNL indemnified for all claims, cost, charges or damages in this respect.
- 22.2 In accordance of DOT guidelines vide letter No 800-62 2008-ASP II-2 dated 14th May, 2008 **Pyro** shall provision for lawful interception for VAS which are being provided to BSNL subscribers using Voice bearer/DATA/SMS/SSD/ 3G/ PII etc. Further, any new Value Added Services, shall 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/services to Pyro for the services provided**

- 1.1 The services shall be billed as part of Wireless Telephone services provided by BSNI. The bills will be raised and collected by BSNI from the subscribers. The cost of content services shall be payable to **Pyro** as per the financials mentioned under Clause 2, 3, 4 & 5, 6, 7 of this Part.
- 1.2 **Pyro** shall not charge any money or money(s) from the subscribers of BSNI. No additional service other than those mentioned under Annexure II, III and IV is to be provided by **Pyro** to the subscribers of BSNI, either free or for a cost without written approval of BSNI.
- 1.3 The measurement of traffic information pertaining to the services agreed upon in this agreement shall be carried out by BSNI in its relevant network element and the measurement done by BSNI shall be final.
- 1.4 Payment shall be made on monthly basis to **Pyro** on receipt of the bill. **Pyro** shall submit the licensed area wise bill to the Zonal In-charge [who may be D/E (VAS) or any officer as nominated by the GM (CMIS), Nodal Centre]. The Zonal In-charge shall verify the bill within seven days and CMIS Nodal Centre shall then release the cost of content services payment to the **Pyro** within the next 15 days.
- 1.5 The payment of charges shall be made to **Pyro** 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 BSNI, except for those taxes, etc. if applicable under any other Acts or regulations laid down by Authorities or statutes.
- 1.7 BSNI will pay the cost of content service and the service Tax as applicable. **Pyro** will issue Cenvatable invoice to BSNI in conformity with rule 4A of the service Tax rules 1994 so that BSNI 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, **Pyro** 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 **Pyro** 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.



**2. Financials in respect of PLAIN TEXT services**

2.1 The cost of content/services payable to **Pyro** is agreed as below:

<b>Cost of MO SMS</b>	<b>Cost of content/services to Pyro per MO SMS</b>
Rs. 2/- (Rs. Two only) (as per prevailing rates of BSNI)	12%

2.2 The cost of content/services to **Pyro** payable per SMS in case of plain text services shall remain the same irrespective of the number of services offered by **Pyro**.

2.3 The tariff charges leviable from the subscribers with respect to the usage of the Plain text services, as defined under Annexure II of the agreement, shall be the sole prerogative of BSNI. BSNI reserves the right to review the tariff for the Plain text services anytime.

**3. Financials in respect of PREMIUM TEXT services**

3.1 The PREMIUM TEXT services are agreed to be charged on MO+MT basis.

3.2 **Pyro** shall be responsible for intimating the subscriber the charges payable by him/her on availing such services.

3.3 The tariff and the cost of content/services to **Pyro** in respect of the PREMIUM TEXT services are agreed as below:

	<b>Tariff</b>	<b>Cost of content/services to Pyro</b>
MO	Charging as per prevailing tariff decided by BSNI.	Prevailing MO SMS cost of content services to <b>Pyro</b> as per clause 2.1 above
MT	Pricing as decided mutually with <b>Pyro</b>	30% of the MT component

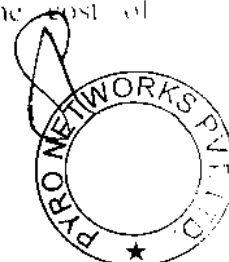
3.4 The content related Intellectual Property Rights (IPR) Royalty payouts applicable in case of PREMIUM TEXT services shall be borne by **Pyro** from its cost of content/services.

3.5 The tariff charges leviable from the subscribers with respect to the MO component shall be the sole prerogative of BSNI. The cost of content services payable to **Pyro** in case of the MO component shall be as per clause 2.1 above.

**4. Financials in respect of Premium Non-Text services**

4.1 The tariff to be charged from its Mobile subscribers by BSNI for availing the Premium non-text services (services like Ringtones, Picture Messages, Logos, etc. and as mentioned under Annexure II of this agreement) shall comprise two components viz., the MO component for download request and the MT component for actual download of any of these services.

4.2 The MO component i.e. the SMS request for download of these services will be at prevailing tariff for the Plain text services, as mentioned above. The cost of



content services payable to **Pyro** in case of the MO component shall be as per clause 2.1 above.

4.3 **Pyro** may review the above tariff for the MF component in mutual consultation with BSNI, to ensure the timely incorporation of the new tariffs in the Billing systems of BSNI.

4.4 The cost of content/services payable to **Pyro** in case of the MF component for Monophonic Ringtones shall be 38% of the end user pricing whereas in case of Logos & Picture Messages, it shall be 30% of the end user pricing.

4.5 **Pyro** shall be responsible for intimating the subscriber the charges payable by him/her on downloading such services.

4.6 The service related License fee, if any, payable by BSNI to Govt. of India shall be borne by BSNI from its cost of content/services to **Pyro** whereas the content related Intellectual Property Rights (IPR) Royalty payouts applicable in case of Premium services shall be borne by **Pyro** from the payment made to **Pyro** as cost of content/services.

5. **Financials in respect of DATA/ 3G content based VAS**

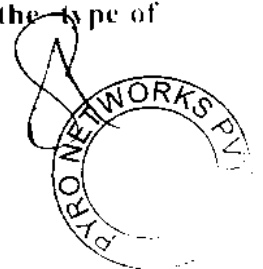
5.1 The **DATA/ 3G Content based VAS** are initially agreed as mentioned under the Annexure III & IV of this agreement.

5.2 **Pyro** shall be responsible for intimating the subscriber the charges payable by him/her on downloading/ availing such services.

5.2.1 In case of request for the content/service through SMS, the tariff and the cost of content services to **Pyro** applicable shall be as below:

	<b>Tariff</b>	<b>Cost of content/services to Pyro</b>
<b>SMS request</b>	Charging as per the prevailing VAS SMS tariff decided by BSNI.	As per Clause 2.1 above
<b>Download component</b>	Pricing as decided mutually with <b>Pyro</b>	38% of the price fixed for the end user pricing

5.2.2 For the 3G based VAS ( defined in Annexure IV of this Agreement, the mutually agreed cost of content services payable to **Pyro** will collectively depend upon - the type of content /Services as well as mode of delivery of content as follows.

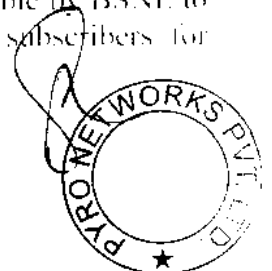


**Cost of content on the basis of Service /type of service with mode of delivery of content.**

Service (Including subscription based services)	Mode of delivery of content	Cost of content/service to Pyro
Video On Demand	By hosting content/ By hosting the metadata of content- AND/OR By Proxy method/ By Redirect (on BSNI.'s branding)	50%
	By Redirect	38%
Full Track Music Download	By hosting content/ By hosting the metadata of content- AND/OR By Proxy method/ By Redirect (on BSNI.'s branding)	50%
	By Redirect	38%
Applications	By hosting content/ By hosting the metadata of content- AND/OR By Proxy method/ By Redirect (on BSNI.'s branding)	50%
	By Redirect	38%
Games	By hosting content/ By hosting the metadata of content- AND/OR By Proxy method/ By Redirect (on BSNI.'s branding. Redirect on BSNI. branding limited to Multiplayer's game only.	(i) Multiplayer Games: 50% Regular Games: 40%
	By Redirect	38%
Wall Papers	By hosting content/ By hosting the metadata of content- AND/OR By Proxy method	40%
	By Redirect	38%
Ring tones (True Tone & Polytone)	By hosting content/ By hosting the metadata of content- AND/OR By Proxy method.	40%
	By Redirect	38%
Regular contents like Themes, Ring tones, Screensavers, wallpapers, etc.	Any mode of delivery listed except Redirect on BSNI. branding	38%

Any service content provided through other than proposed methods will be provided revenue share of 38% for 3G related contents

5.2.3. In case of request by the subscribers about the services' content by browsing the WAP site and/or website, it is agreed that the charging of the subscribers for such access shall be at the discretion of BSNI, but no cost of content services shall be payable by BSNI to Pyro on such browsing charges. The tariff to be charged from the subscribers for



5.3 **Pyro** may review the above tariff for the download component in mutual consultation with BSNL to ensure the timely incorporation of the new tariffs in the Billing systems of BSNL.

5.4 The content related Intellectual Property Rights (IPR) Royalty payouts applicable in case of DATA/ 3G content based VAS shall be borne by **Pyro** from payment made to **Pyro** as cost of content services.

5.5 In case of **MMS based contents**, if any, permitted under this agreement, the cost of content services payable to **Pyro** shall be mutually decided and separately communicated.

6. **Conditions related to SUBSCRIPTION SERVICE:-** In addition to conditions in para 1 to 5 of this part, the subscription services of all types of service content, if any, agreed under this category, the following terms & conditions shall also apply to **Pyro** :

(a) **Pyro** may provide the agreed subscription services on agreed price points from time to time in consultation with the Zonal CMTS units of BSNL.

(b) **Pyro** shall be responsible for intimating the subscribers about the financial implications of the premium charge services provided from time to time, before the subscribers commit to subscribe to/ use any such service

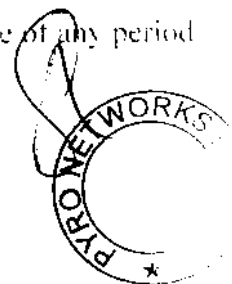
(c) **Pyro** agrees to follow the directive(s) of the TRAI wherein it has been said that the explicit consent of the subscriber should be taken before any renewal of the subscription services. Secondly, **Pyro** shall give the subscribers the option to opt out of receiving such alerts anytime during the subscription period. Thirdly, **Pyro** shall be responsible for putting in place a proper grievance redressal mechanism for any subscribers' complaints in respect of any subscription service.

(d) In all cases where the Value Added Services are activated through Out Bound Dialer or service provider initiated call or during pre-call ring-back announcements (both voice as well as automated) and where a consumer dials a specified telephone number or short code or a telephone number providing interactive session for subscribing to a Value Added Service, the service provider shall obtain confirmation from the consumer through consumer originated SMS or e-mail or FAX or in writing within twenty four hours of activation of the value added service and charge the consumer only if the confirmation is received from him for such value added service and shall discontinue such value added service if no confirmation is received from the consumer.

7. **Condition for Cost of Content/services:**

No cost of content services shall be payable by BSNL to **Pyro** for the months in which its total zonal monthly revenue remains less than Rs. 50,000/- (Rupees Fifty Thousand only)

Note: The cost of content services to **Pyro** shall be on pro-rata basis in case of any period less than one calendar month.





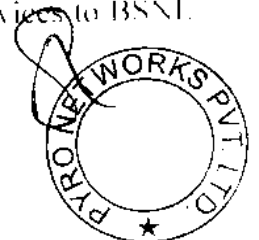
**PART-III**  
**TECHNICAL CONDITIONS**

**1. The Application server**

- 1.1 The application servers of **Pyro** should be capable of providing services mentioned under Annexure II, III & IV.
- 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, **Pyro** shall be responsible for
- (i) Installation, Operation & maintenance of the equipment;
  - (ii) Maintaining the agreed Quality of Service;
  - (iii) Publicizing the tariffs of the Premium services, if 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 information per site, per server and per date. The MIS pertaining to these services shall be periodically made available to BSNI. The system should be able to record information for a minimum period of thirty days.
- 1.5 **Pyro** shall keep BSNI informed regarding the location details of its application servers to BSNI. The location of these servers shall not be changed without prior intimation to BSNI.
- 1.6 **Pyro** shall furnish to BSNI or its authorized representative(s), in such manner and at such times as may be required by BSNI complete technical details pertaining to setup involved in provisioning of the services including the application servers.
- 1.7 **Pyro** 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 BSNI to its subscribers on its own or in coordination with any third party.
- 1.8 **Pyro** shall provide metadata pertaining to the service agreed upon in this agreement in Annexure IV for facilitating the provision of content search facility by BSNI to its subscriber on its own.

**2. Interconnection of Pyro's application servers with network of BSNI**

- 2.1 BSNI shall facilitate the access to its appropriate network elements (SDP, Video streaming server, GMSC, SIP, SMSC, HLR, WAP Gateway, VAS Provisioning system, etc.) to facilitate provision of services agreed upon under the Annexure II, III & IV of this agreement.
- 2.2 **Pyro** shall integrate its system with BSNI's VAS Provisioning system for transferring customer VAS Profile database on daily basis and also for enabling near on-line execution of activation, renewal or de-activation of VAS through VAS Provisioning system based on request/option received from the customer.
- 2.3 **Pyro** shall be responsible for providing the required connectivity to the concerned network elements of BSNI at its own costs.
- 2.4 The connectivity between the BSNI's network elements and the application servers of **Pyro** shall be exclusively utilized for carrying the traffic pertaining to services to BSNI subscribers only.



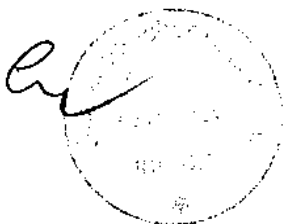
- 2.5 **Pyro** shall keep BSNI informed regarding the location details of its application servers to BSNI.
- 2.6 **Pyro** shall be responsible to integrate its equipments with that of BSNI, or those belonging to any third party engaged by BSNI, for the purpose of providing all type of services including advertisement, marketing etc. over the Value Added Services being provided/ to be provided by **Pyro** to BSNI's end customers.
- 2.7 The concerned zonal In-charge of BSNI, shall be responsible for evaluation of the services before commercial launch and for continuous monitoring of the services and the response time etc., thereafter
- 2.8 **Pyro** shall connect its service platforms located in its hosting centers to BSNI's network through internet in case of provision of service through Annexure IV.
- 2.9 All the infrastructure charges, if applicable, will be as per prevailing policy of BSNI.

### 3. Quality of Service

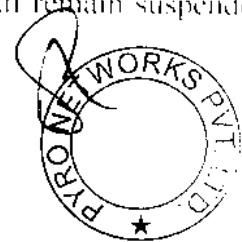
- 3.1 The Company shall ensure the Quality of Service (QoS) as prescribed by TRAI (Regulator) from time-to-time. The Company shall operate and maintain its Network conforming to Quality of Service standards to be mutually agreed subject to such other directions as the competent authority may give from 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.
  - Response time to any query de-activation command from VAS Provisioning system shall not exceed 120 seconds.
  - 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:
    - 90% of faults reported by subscribers should be rectified within 24hours and 99% within three Calendar days.
    - The company will keep a record of number of faults and rectification reports in respect of the service, which will be produced before BSNI as and when and in whatever form desired.
  - Rectification of fault in the company owned links/ equipment will have to be ensured within 24 hours.
- 3.3 The company shall be responsive to the complaints lodged by BSNI. 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 BSNI 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.



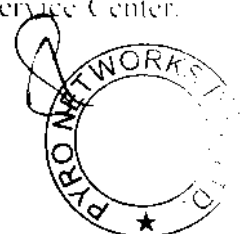
- 4.2 Each party is to co-operate with the other party & adopt reasonable precautions in accordance with the usual procedure, to prevent act of sabotage to the network interconnected with it or to prevent fraudulent use of the same.
- 4.3 At all times, **Pyro** shall make all reasonable efforts to safeguard the SMS infrastructure of BSNI, from being abused or spammed by any third party.
- 4.4 BSNI, 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 BSNI..
- 4.5. BSNI, shall be responsible for transmission of short messages through its SMSC (Short Message Service Center) SDP. However, BSNI, may suspend the transmission in whole or in part at any time without notice if:
- a) BSNI, reasonably considers it necessary to safeguard provision of SMS or the integrity of the Network or the SMSC/ SDP, or
  - b) The Network or the SMSC/SDP fail or require modification or maintenance; or
  - c) 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 or SMSC/ SDP of BSNI.; or
  - d) It is necessary to comply with a mandatory direction or request of the Department of Telecommunications or other Competent authority, or
  - e) BSNI, receives complaint from its subscribers for reasons related but not limited to omission, errors or incorrect, information, use of obscenity in the services provided by **Pyro** under this Agreement. In such an event, the services shall remain suspended till the matter is resolved to the satisfaction of all parties concerned.



DEFINITIONS OF TERMS AND EXPRESSIONS

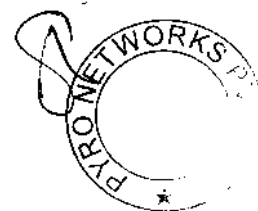
Unless the context otherwise requires, the different terms and expression used shall have the meaning assigned to them in the following paragraph.

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 **Pyro** 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 Wireless network run by **BIHARAT SANCHAR NIGAM LIMITED** for providing the Wireless 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 **SMS VALUE ADDED SERVICE** as defined in Annexure II to this Agreement or the **DATA/3G content BASED VALUE ADDED SERVICES** as defined under Annexure III & IV to this Agreement, as required under the context, otherwise the term “SERVICES” or “SERVICE” shall mean both of the above categories of Service.
6. “**Pyro**” shall refer to **M/s Pyro Networks Private Limited** who has entered into agreement with BSNI, for providing the **SMS/DATA/3G Content based Value Added Services**.
7. “BSNI.” means **BIHARAT 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. “SME” means Short Message Entity. SMEs are the electronic devices that are capable of transmitting or receiving short text messages e.g. mobile handsets.
11. “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.
12. “3G” is the next generation of mobile communications systems.
13. “SDP” means Service Delivery Platform which is responsible for delivery of VAS contents to the mobile subscribers. “SMSC” means the Short Messaging Service Center.



It provides facility for sending and receiving short messages between SMEs within a digital cellular Network.

14. "BSO" means the Basic Service Operator as licensed by Dept. of Telecom.
15. "CMSP" means the Cellular Mobile Service Provider as licensed by Department of Telecommunications.
16. "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.
17. "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.
18. "MO" means Mobile Originated messages.
19. "MT" means the Mobile Terminated messages.
20. "MMSC" means Multimedia Messaging Service Center. It provides the capability of sending and receiving MMS based messages in a network.
21. "MMS" means Multimedia Messaging Service. It is a facility that provides the subscribers the capability of sending and receiving Multimedia messages containing a combination of text, picture and sound using an MMSC and MMS capable handsets.
22. "GPRS" means General Packet Radio Service. It provides the facility of providing data capabilities in the network.
23. "WAP Gateway" means Wireless Application Protocol Gateway. It provides the facility of providing a secure specification that allows users to access information instantly via handheld wireless devices such as mobile phones, pagers, two-way radios, smart phones and communicators.
24. **Cost of Content/Services:** Cost of content/service as would be made available by **Pyro** 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).
25. **BSNL LIVE:** This is the WAP portal used for accessing different VAS on the mobile handset.
26. **VAS Provisioning System:** It will be a BSNL Zonal server meant for accepting request from customer for activation or renewal or de-activation or combination of any of these activities.



**SMS BASED SERVICES AGREED TO BE PROVIDED UNDER THIS AGREEMENT**

1. The **SMS based VAS** agreed to be provided under this agreement are divided into four categories: **PLAIN TEXT, PREMIUM TEXT, SUBSCRIPTION BASED & PREMIUM NON-TEXT** services.

1.1 The **PLAIN TEXT** services agreed to be provided under this Agreement are as below:

<b>Service</b>	<b>Description</b>
Astrology	The subscriber will get to know about, what his/her star says for the day.
Numerology	The subscriber will receive the forecast of the day, based on some mathematical calculations of his/her birthday.
Gossips	The keen subscribers will get know about the latest Bollywood gossips.
Cricket	The subscriber will get the Live updates on ongoing matches, current happenings in cricket world, some interesting facts and unique records of the game.
Beauty Tips	The subscribers will receive tips to take care of their beauty, tips to improve their beauty and instant homemade remedies.
Health Tips	The subscribers will receive tips to take care of their health, tips to improve their health and instant homemade remedies for few health problems.
Dating Tips	The subscribers will receive dating tips
Dieting Tips	The subscribers will receive tips on a good and healthy diet
Jokes	The subscriber will receive jokes which will lighten their mood and up their spirits.
Thought of the day	The subscriber will be sent Motivational or Inspirational quotes every day to add a positive thought to his/her day.
Word of the day	The subscriber will be sent one English word a day and let him/her to know the meaning of the word, how to pronounce it and its usage.
News	The subscriber will receive current happenings around him/her.

*Additional services can be added on mutually agreed basis.*

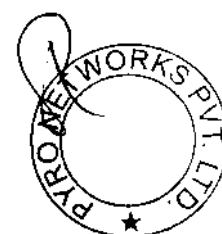
1.2 The **PREMIUM TEXT** services agreed to be provided under this agreement are as below:

**Service**  
Contests  
SMS Voting

Additional services can be added on mutually agreed basis

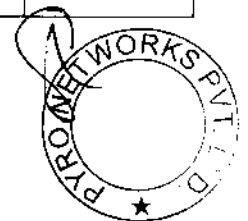
1.2.1 The MF component pricing for the above **PREMIUM TEXT** Services is initially agreed as below:

<b>Service</b>	<b>Price</b>
Contests	Upto Rs.4/- (Rs. Four Only)
SMS Voting	Rs.3/- (Rs. Three Only) to Rs.4/- (Rs. Four only)



1.3 The **SUBSCRIPTION BASED** services agreed to be provided under this Agreement are as below.

Service	Alerts per day	Subscription				
		For Month	For 15 days	For 10 days	For 5 days	For 3 days
Astrology	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3 (Rs. Three only)
Numerology	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3- (Rs. Three only)
Gossips	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3- (Rs. Three only)
Cricket	upto 20	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3- (Rs. Three only)
Beauty Tips	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3 (Rs. Three only)
Health Tips	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3- (Rs. Three only)
Dating Tips	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3- (Rs. Three only)
Dieting Tips	1	Rs. 20/- (Rs. Twenty only)	Rs. 10- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3- (Rs. Three only)



Jokes	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3/- (Rs. Three only)
Thought of the day	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3/- (Rs. Three only)
Word of the day	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3/- (Rs. Three only)
News	1	Rs. 20/- (Rs. Twenty only)	Rs. 10/- (Rs. Ten only)	Rs. 8/- (Rs. Eight only)	Rs. 5/- (Rs. Five only)	Rs. 3/- (Rs. Three only)

1.4 "Trak-ur-mate" Mobile Community & Dating service

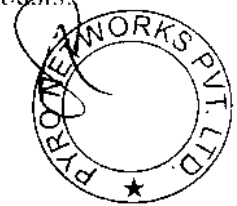
**Trak-ur-Mate Service**

SMS alerts (100 SMS alerts / 30 days validity period whichever expires earlier)

**Monthly Subscription**

Rs. 10/- (Rs. Ten only)

1.5 The PREMIUM NON-TEXT services may be added on mutually agreed basis.

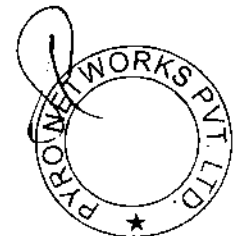




**1. LIST OF DATA BASED SERVICES AGREED TO BE PROVIDED UNDER THIS AGREEMENT**

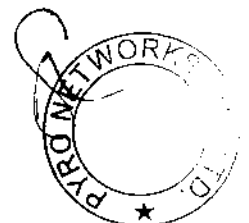
1.1 The download component pricing for DATA based VAS under this agreement is initially agreed as below

<b>Service</b>	<b>End User Price Point</b>
<b>Mobile Masala</b>	
<b>Wallpaper</b>	
• Bronze	Rs.2/- (Rs. Two only)
• Silver	Rs.5/- (Rs. Five only)
• Gold	Rs.10/- (Rs. Ten only)
<b>Animations</b>	
• Bronze	Rs.2/- (Rs. Two only)
• Silver	Rs.5/- (Rs. Five only)
• Gold	Rs.10/- (Rs. Ten only)
<b>Audios</b>	
• Bronze	Rs.5/- (Rs. Five only)
• Silver	Rs.10/- (Rs. Ten only)
• Gold	Rs.15/- (Rs. Fifteen only)
• Platinum	Rs.20/- (Rs. Twenty only)
• Emerald	Rs.25/- (Rs. Twenty Five only)
<b>Videos</b>	
• Bronze	Rs.5/- (Rs. Five only)
• Silver	Rs.10/- (Rs. Ten only)
• Gold	Rs.15/- (Rs. Fifteen only)
• Platinum	Rs.20/- (Rs. Twenty only)
• Emerald	Rs.25/- (Rs. Twenty Five only)
<b>Games</b>	
• Bronze	Rs.5/- (Rs. Five only)
• Silver	Rs.25/- (Rs. Twenty Five only)
• Gold	Rs.30/- (Rs. Thirty only)
• Platinum	Rs.49/- (Rs. Forty Nine only)
• Emerald	Rs.99/- (Rs. Ninety Nine only)



1.2 The **Subscription based DATA** Value added services agreed to be provided under this Agreement are as below:

Service	Frequency of Content	Subscription		
		For 7 Days	For 5 Days	For 3 days
<b>Mobile Masala</b>				
• Bronze		--	--	Rs.3/- (Rs. Three only)
• Silver		--	Rs.5/- (Rs. Five only)	--
• Gold		--	Rs.10/- (Rs. Ten only)	--
• Platinum		--	Rs.25/- (Rs. Twenty Five only)	--
<b>Music Mall</b>				
• Bronze	Unlimited	--	--	Rs.3/- (Rs. Three only)
• Silver		--	Rs.5/- (Rs. Five only)	--
• Gold		--	Rs.10/- (Rs. Ten only)	--
• Platinum		--	Rs.25/- (Rs. Twenty Five only)	--
<b>World Space</b>				
• Bronze	Unlimited	--	--	Rs.3/- (Rs. Three only)
• Silver		--	Rs.5/- (Rs. Five only)	--
• Gold		--	Rs.10/- (Rs. Ten only)	--
• Platinum		--	Rs.25/- (Rs. Twenty Five only)	--
<b>Video Alerts</b>				
• Bronze	Unlimited	--	--	Rs.3/- (Rs. Three only)
• Silver		--	Rs.5/- (Rs. Five only)	--
• Gold		--	Rs.10/- (Rs. Ten only)	--
• Platinum		--	Rs.15/- (Rs. Fifteen only)	--

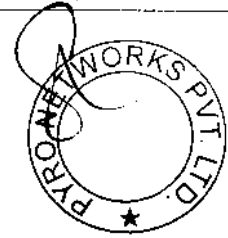
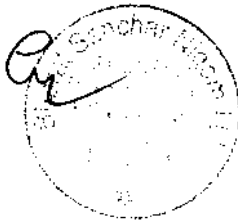


- Premium | | Rs.25(Rs.Twenty Five only) | |

Additional DATA based services can be added on mutually agreed basis.

1.3 **Track ur Mate:**

<b>Track ur Mate - Gifting services</b>	
• Wallpaper	Rs.10/-(Rupees Ten only)
• Animations	Rs.15/-(Rupees Fifteen only)
• Ringtone	Rs.15/-(Rupees Fifteen only)
• Videos	Rs.20/-(Rupees Twenty only)



**3G Content Based Services to be provided under this agreement through BSNL Live.**

List of DATA/3G content based Value Added Services agreed to be provided under this agreement: These services will be provided through BSNL WAP portal 'BSNL LIVE'.

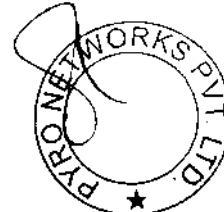
1. DATA/3G content based VAS through BSNL LIVE agreed to be provided by Pyro in following manner are as follows:

<b>Service</b>	<b>Mode of delivery of content</b>
Video On Demand (streaming/download)	By Hosting content : By Hosting the metadata of content / By Redirect (on BSNL's branding)
Music On Demand (streaming/download)	By Hosting content : By Hosting the metadata of content / By Redirect (on BSNL's branding)
Full Track Music Download (Super premium Regular)	By Hosting content : By Hosting the metadata of content / By Redirect (on BSNL's branding)
Games (Multiplayer- Regular)	By Hosting content : By Hosting the metadata of content / By Redirect (on BSNL's branding)
Applications	By Hosting content : By Hosting the metadata of content / By Redirect (on BSNL's branding)
Wall Papers	By Hosting content : By Hosting the metadata of content / By Redirect (on BSNL's branding)
Animations	By Hosting content : By Hosting the metadata of content / By Redirect (on BSNL's branding)
Ring tones (true, poly, MP3)	By Hosting content / By Hosting the metadata of content / By Redirect (on BSNL's branding)
Regular contents like Themes, Ringtones, Screensavers, Wallpapers etc.	By Hosting content : By Hosting the metadata of content / By Redirect (on BSNL's branding)

*Additional services can be added on mutual agreement basis.*

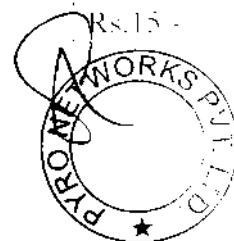
1. **Definition and indicative pricing of various type of contents is as given below:**

<b>Category</b>	<b>Sub categories</b>	<b>Service offered</b>	<b>Description</b>	<b>Price</b>
Video On Demand (VOD) streaming	Full length movie/ short films/documentary etc	Videos short & full length movies / Mobile Episodes	Latest	Rs.10 -
			Popular	Rs.7 -
			Evergreen	Rs.5 -
			Artist special	Rs.5 -
			Occasion Event	Rs.5 -
			Festive special	

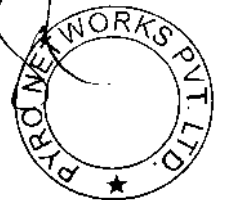
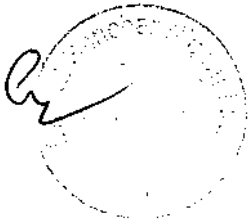


Category	Sub categories	Service offered	Description	Price
Video On Demand Downloadable	• Video Songs/TV shows/devotional/regional/ funny / video clips/ others etc.	Videos/short & full length movies / Mobile episodes	Latest	Rs.10 -
			Popular	Rs.8 -
			Evergreen	Rs.5 -
			Artist special	Rs.3 -
			Occasion/ Event/ Festive special	Rs.5 -
Full Track Music	Full tracks of classic Bollywood hits./ Regional/ International/ Evergreen/ Artist/ Channel list etc.	Full Track Music Songs	Latest	Rs.10 -
			Popular	Rs.7 -
			Evergreen	Rs.5 -
			Artist special	Rs.5 -
			Occasion/Event /Festive special	Rs.3 -
Applications	Business, Education, Social, News and Magazine, Instant Messaging, Entertainment, Infotainment, Utilities/ others etc	WAP and Handset based applications.	Latest	30 -
			Best Selling	20
			Popular	10 -
			Most Used	5 -
Games (Multiplayer/ Regular)	Online games (pay per play) and offline downloadable games	Multiplayer	Best Seller	Rs.99
			Latest	Rs.49 -
			Popular	Rs.30 -
		Regular	Most Played	Rs.10
			Best Seller	Rs.40 -
			Latest	Rs.25 -
Wallpapers	Bollywood/International/Devotional/Nature/Abstract/Models/Hollywood etc	Wallpapers	Popular	Rs.2 -
			Latest	Rs.5 -
			Premium	Rs.3 -
Animations	Regular content	Animations	Popular	Rs.2 -
			Latest	Rs.5 -
			Premium	Rs.3 -
Ring tones (true, poly, MP3)	Regular content	Ringtones	Popular	Rs.2 -
			Popular	Rs.5 -
			Latest	Rs.10 -
			Premium	Rs.15 -

#### Regular Content



SNo.		Description		For 5 days	For 15 days	For 30 days
1	Video/Music on Demand Streaming	Video /Music Subscription service are live streaming of videos/ music. Alerts may contain links of various categories like Bollywood, Tollywood, Hindi ,telugu etc	1	Rs.5/-	Rs.10/-	Rs.20/-
			3	Rs.10/-	Rs.20/-	Rs.25/-
			7	Rs.15/-	Rs.25/-	Rs.49/-
2	Video / Music On Demand Downloadable (Non Premium & Premium)	Video /Music Subscription service	1	Rs.5/-	Rs.10/-	Rs.15/-
			1	Rs.10/-	Rs.15/-	Rs.25/-
			1	Rs.15/-	Rs.25/-	Rs.30/-
3	Full Track Music	Full Track Subscription service	1	Rs.5/-	Rs.10/-	Rs.15/-
			1	Rs.10/-	Rs.15/-	Rs.25/-
			1	Rs.15/-	Rs.25/-	Rs.30/-
4	Applications	Wap & Handset based Applications on subscription model.	Data GPRS based transactions	Rs.3/-	Rs.10/-	Rs.30/-
5	BSNL Messenger	Wap & Handset based Applications on subscription model	Data/GPRS based transactions	Rs. 3 / 7 days		
6	Wallpapers (Non-Premium & Premium)	Wallpapers subscription service	1	Rs.3/-	Rs.5/-	Rs.10/-
			1	Rs.5/-	Rs.7/-	Rs.15/-
7	Animations	Animations subscription service	1	Rs. 4/-	Rs.8/-	Rs.12/-
			1	Rs. 6/-	Rs.9/-	Rs.15/-



SNo.	Category	Description	Alerts /day	End user price		
				For 5 days	For 15 days	For 30 days
8	Ring tones (true poly. MP3)	Ringtones subscription service	1	Rs.5/-	Rs.10 -	Rs.15 -
9	Games (Multiplayer/Regular)	Games subscription service	Multiplayer	Rs.20/-	Rs.35/-	Rs.50/-
			Regular	Rs.15/-	Rs.25/-	Rs.40

**3. Bundle contents/Value pack - One time subscription with no-renewals with validity for one day.**

Content	Description	Bundled price
Videos Animations	Value pack of 50 Content pieces	Rs.30/-
Wallpapers/ Games	Value pack of 25 Content pieces	Rs.20/-
Full Track Audio	Value pack of 20 Content pieces	Rs.15/-
Ringtones	Value pack of 15 Content pieces	Rs.10/-
	Value pack of 10 Content pieces	Rs.8/-
	Value pack of 5 Content pieces	Rs.5/-
	Value pack of 3 Content pieces	Rs.3/-
	Value pack of 2 Content pieces	Rs.2/-

