

**BHARAT SANCHAR NIGAM LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISES)  
(CORPORATE OFFICE/ VAS UNIT)

2<sup>nd</sup> Floor, Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-1

No. 200-20/2012-VAS

Dated: 14<sup>th</sup> May, 2012

To  
PGM (CMTS)/ GM (CMTS), Nodal Center - Chandigarh/ Pune/ Hyderabad/ Kolkata/Trichy

Subject: Agreement with M/s NOKIA INDIA PRIVATE LIMITED for providing SMS/DATA based VAS to Wireless subscribers of BSNL in all the four zones-regarding.

BSNL has signed an agreement with M/s NOKIA INDIA PRIVATE LIMITED on 24<sup>th</sup> April, 2012 for provision of SMS/DATA based VAS to Wireless subscribers of BSNL in EAST, WEST, SOUTH & NORTH zones. The soft copy of the agreement is uploaded on BSNL's Intranet : [www.intranet.bsnl.co.in](http://www.intranet.bsnl.co.in) for ready reference. The Company has proposed to provide these services on short code "55555".

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

Mr. Navdeep Manaktala	Mobile No. 09899804149, Email: <a href="mailto:navdeep.manaktala@nokia.com">navdeep.manaktala@nokia.com</a>
Mr. Pankaj Prabhakar	Mobile No. 09717444626, Email: <a href="mailto:pankaj.prabhakar@nokia.com">pankaj.prabhakar@nokia.com</a>

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 NOKIA INDIA PRIVATE LIMITED 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 under intimation to this office.

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

*V.K. Sharma*  
(V.K.Sharma)  
DM (VAS-III)  
9868241941

Copy to

- 1) Director (CM)/ Director(Finance), BSNL Board for kind information please
- 2) GM (NWO-CM)/ PGM(Regln)/ GM(P&P-CM)/ GM(Sales & Marketing-CM), BSNL Corporate office
- 3) All CGMs, BSNL
- 4) M/s NOKIA INDIA PRIVATE LIMITED.

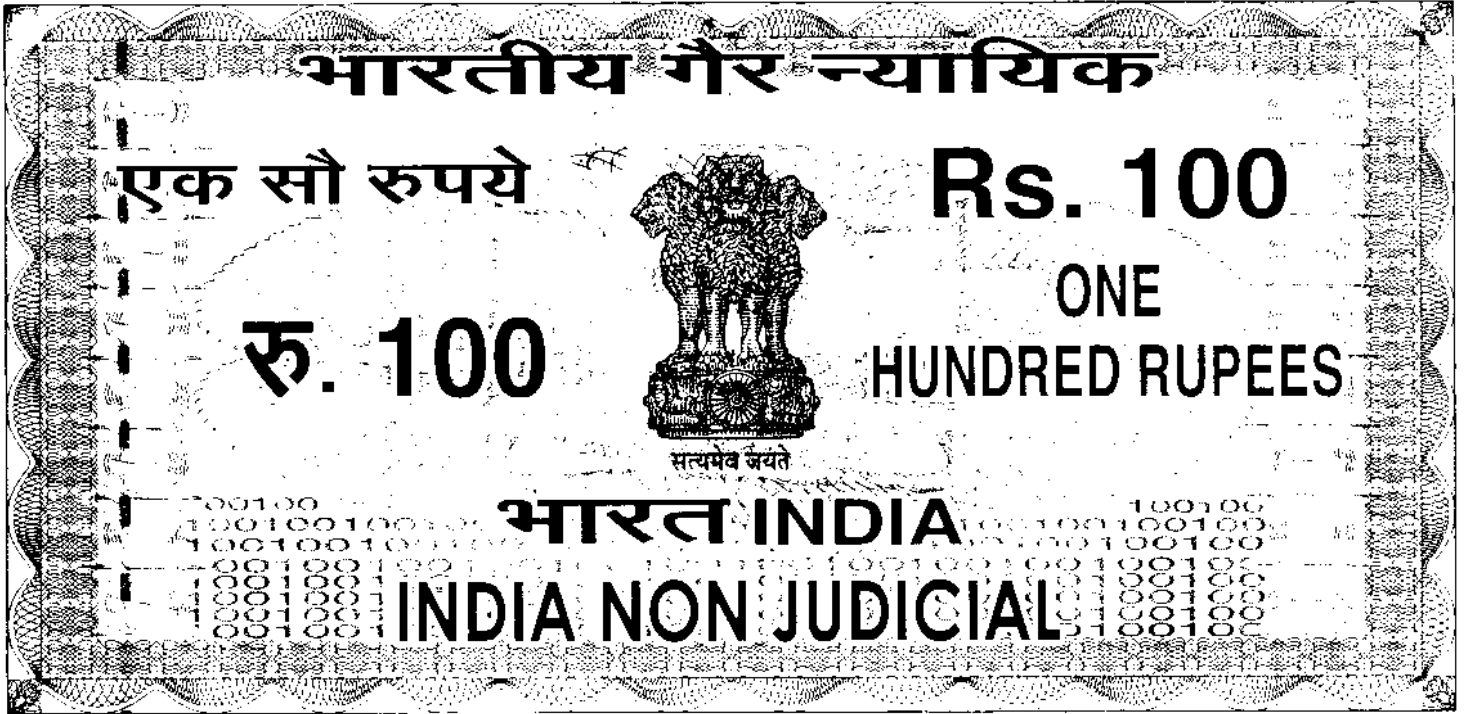
*Received me. set  
of agreement alongwith letter*  
*Vinesh Malik*  
VINESH MALIK  
NATIONAL ACCOUNT MANAGER  
9818722177  
01-05-12

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

**AGREEMENT WITH M/S NOKIA INDIA PRIVATE  
LIMITED  
FOR PROVISION OF  
SMS/ DATA BASED VAS  
TO  
WIRELESS SUBSCRIBERS OF BSNL**

**No. 200-20/2012-VAS**

**TOTAL PAGES: 30 Pages**



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**AGREEMENT FOR PROVISION OF SMS/DATA BASED VAS TO WIRELESS SUBSCRIBERS OF BSNL**

This agreement is signed on the 24<sup>th</sup> day of April, 2012 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, Jangpeth, New Delhi - 110001 acting through **Shri D. K. Agrawal Addl. GM (VAS-III)** (hereinafter called **BSNL** 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 NOKIA INDIA PRIVATE LIMITED {CIN U74899DL1995PTC0689904}**, a company registered under the Companies Act 1956, having its registered office at 1204, 12<sup>th</sup> Floor, Kailash Building, Kasturba Gandhi Marh, New Delhi-110001 acting through **Shri Nikhil Mathur, Director**- the authorized signatory (hereinafter called **NOKIA** which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the **SECOND PARTY**.

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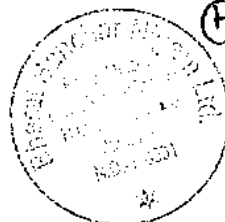
**Nokia** has requested to sign an Agreement with BSNL for providing SMS/DATA based Value Added Services to the Wireless subscribers in **EAST, WEST, SOUTH & NORTH** Zones of BSNL on non exclusive & cost of content/services basis.

Whereupon and in pursuance to the said request, BSNL has agreed to sign this agreement with **Nokia** for provision of SMS/DATA based Value Added Services as given in Annexure II & III 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 this agreement the Part I to III and Annexure I to III attached hereto & forming part of this agreement, BSNL and **Nokia** agree to sign agreement on non-exclusive & cost of content/services basis by **Nokia** to provide the Value Added Services on SMS/DATA (as given in Annexure-II & III) to the Wireless subscribers of BSNL in **EAST/ WEST/ SOUTH/ NORTH** Zones and as per conditions contained in various parts & Annexures attached hereto.
2. It shall be valid for a period of **14 months** from the date of signing unless revoked earlier. Out of 14 months, first 2 months are envisaged for integration purpose. BSNL 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 **Nokia** 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 BSNL shall be final in regard to the grant of extension or renewal. The revenue commitment etc. shall be considered for 12 months period after removing initial 2 months out of 14 months as initial 2 months are envisaged for integration purpose.
3. **Nokia** 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 III 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 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. **Nokia** 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. **Nokia** 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. **Nokia** shall indemnify BSNL in respect of any consequences of whatsoever nature arising on account of copyrights/ 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.

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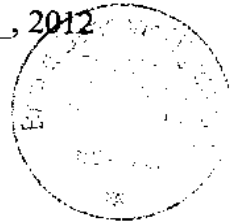


9. The Agreement is a confidential document. Nokia and BSNL shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party.
10. Nokia shall be totally bound and obliged to comply with all applicable norms and directions issued from 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. Nokia 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.

Nokia 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., Nokia 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 24<sup>th</sup> day of April, 2012

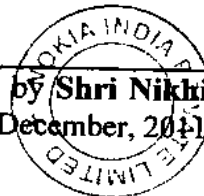
*(Signature)*  
24/4/12



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

*(Signature)*

Signed on behalf of M/S NOKIA INDIA PRIVATE LIMITED by Shri Nikhil Mathur, the authorized signatory in accordance with Board Resolution dated 12<sup>th</sup> December, 2011.



In presence of the witnesses:

1. Signature

*(Signature)*  
Name VINESH MALIK  
Occupation National Account Manager  
Address Nokia India Pvt. Ltd.  
Place 1<sup>st</sup> & 2<sup>nd</sup> Floor Tower A  
SP Info City  
Plot No. 243 Udyog Vihar  
Gurgaon - 122 016 Ph 2

2. Signature

*(Signature)*  
Name Hayit Singh  
Occupation AM VAS  
Address  
Place BSNL W

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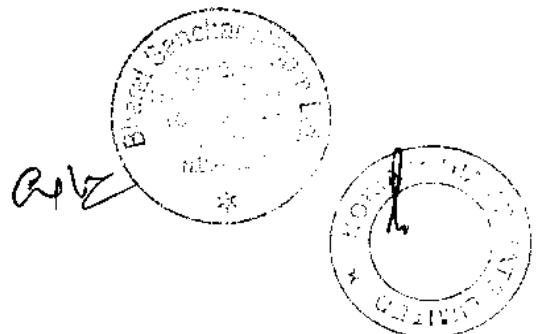
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## TERMS & CONDITIONS

### 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.

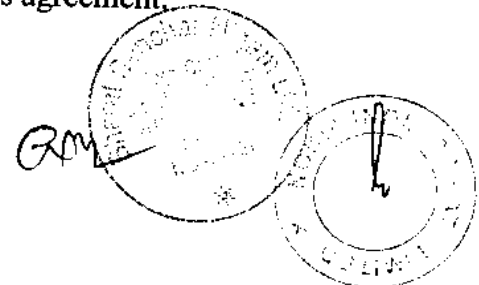
1.2 The broad list of activities agreed to be undertaken by Nokia would include:

- a. **Operation & Maintenance:** Nokia 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.
- b. **Content arrangement:** Nokia 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 Nokia.
- d. **Hosting infrastructure:** As the subscribers may request for the DATA based services by browsing & selecting the content/ services from the WAP site and/ or website defined by Nokia for such services in addition to the possibility of sending an SMS on Nokia's short code by specifying the content identity/ code, as defined by Nokia, Nokia shall be responsible for creating, hosting, operating & maintaining the WAP site and/ or website at its own costs & risks. Nokia 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 Nokia shall provide SMS/DATA based Value Added Services to the Wireless subscribers of BSNL in EAST/ WEST/ SOUTH/ NORTH Zones. BSNL'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	Orissa, West Bengal including A&N, Kolkata Metro, Bihar including Jharkhand, North East (NE1 & NE2), Assam
2.	West	Gujarat, Maharashtra, Madhya Pradesh including Chhattisgarh
3.	North	Punjab, Haryana, Himachal Pradesh, UP (East), UP (West) including Uttaranchal, Rajasthan, Jammu & Kashmir
4.	South	Kerala, Tamil Nadu including Chennai TD, Karnataka, Andhra Pradesh

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 Nokia shall be as defined under Annexure III 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 **14 months** from the date of signing the Agreement unless revoked earlier for whatever reasons. Out of 14 months first 2 months are envisaged for integration purpose. The revenue commitment etc. shall be considered for 12 months period after removing initial 2 months out of 14 months as initial 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 **Nokia** had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with **Nokia**, this agreement shall stand terminated immediately under intimation to **Nokia**.

3. **Extension of Agreement**

BSNL 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 **Nokia** 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 BSNL shall be final in regard to the grant of extension or renewal.

4. **Provision of Service**

4.1 **Nokia** 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 **Nokia** shall also be responsible for obtaining the copyrights and complying with the Intellectual Property Rights of the content, wherever applicable. **Nokia** 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 **Nokia** that it shall, at no point of time, use the services and/ or the connectivity under this agreement for push messaging.

4.4 **Nokia** shall constantly monitor that content of the services is correct, relevant and conform to the Indian laws at all times.

4.5 **Nokia** shall be responsible for extending all of its latest SMS/DATA based services to the Mobile subscribers of BSNL.

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4.6 The services to the BSNL's Mobile subscribers by Nokia 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 Nokia 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. Nokia shall mention its help desk details in its advt./ promotion in an easily readable/ comprehensible format.

#### 5. Delivery of Service

Nokia shall ensure provisioning of commercial services envisaged herein in the complete service area within seven days of provision of requisite connectivity by BSNL.

#### 6. Marketing of Services

6.1 Nokia 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 Nokia will market/ promote its 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 Nokia. Nokia 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. BSNL 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 BSNL products/ services. BSNL will not be liable to pay any cost under any circumstances whatsoever.

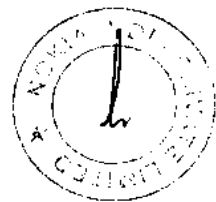
6.3 Nokia shall mention BSNL's applicable brands in all its promotions specific to the services defined under this Agreement.

6.4 BSNL and Nokia 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 Nokia 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 Nokia 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 Nokia 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'**

Nokia 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 Nokia 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 Nokia at its registered office, terminate this agreement under any of the following circumstances:

- a) Nokia failing to perform any obligation(s) under the agreement;
- b) Nokia failing to rectify, within the time prescribed, any defect as may be pointed out by BSNL.
- c) Nokia 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 Nokia 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 Nokia 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

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material breach liable for termination at risk and consequent of Nokia and any cost of content/services 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 Nokia or not? Nokia 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:**

Nokia undertakes to generate top line BSNL revenue of Rupees 1 Crore during the validity of the agreement. If Nokia 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 Nokia with no cost to BSNL.

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

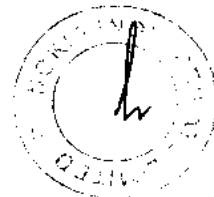
10.1 On termination or surrender or expiry of the Agreement, Nokia shall ensure clearance of dues, if any, which it is liable to pay to BSNL. In case of failure of Nokia to pay the amounts due to BSNL, the outstanding amounts shall be realized through the pending bills due to Nokia without prejudice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

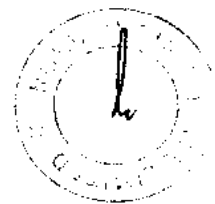
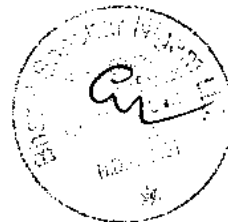
11.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

## 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 Nokia), 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 Nokia 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. Nokia 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 Nokia or not? In case of such inquiry, Nokia shall extend all reasonable facilities without any hindrance.

#### 14. Confidentiality

14.1 Subject to conditions contained in this Agreement, Nokia 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 Nokia or Nokia 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 Nokia 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 Nokia and/ or any third party.

14.3 Nokia shall take necessary steps to ensure that Nokia and any person(s) acting on its behalf observe confidentiality of customer information.

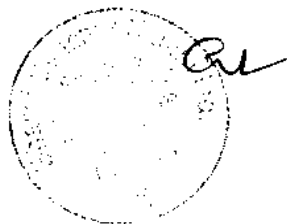
14.4 Nokia shall, prior to commencement of Service, confirm in writing to BSNL that Nokia has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

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

#### 15. Prohibition of certain activities by Nokia

15.1 Nokia 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 Nokia from engaging in advertising and promotional activities relating to any of the services.



15.3 **Nokia** 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 **Nokia** in this regard shall be sole liability of **Nokia**.

15.4 In case any confidential information is divulged to **Nokia** for proper implementation of an Agreement, it shall be binding on **Nokia** and its employees to maintain its secrecy and confidentiality.

15.5 **Nokia** 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 **Nokia** is specifically directed not to indulge in any form of forceful subscription of any Service to the subscribers of BSNL. **Nokia** should follow all the regulations issued by TRAI/ Regulator from time to time on the subject. In case if **Nokia** is found indulging in any such activity, BSNL at its own discretion may impose any penalty on **Nokia**. 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

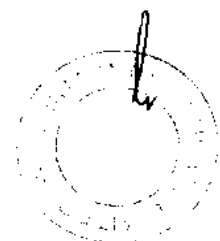
Any sum of money due and payable to **Nokia** under this Agreement or otherwise shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of this Agreement or under any other Agreement made by **Nokia** with BSNL.

#### 17. Indemnification

**Nokia** 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 **Nokia**;
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by **Nokia**;
- 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 **Nokia**.

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.

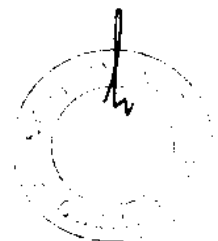
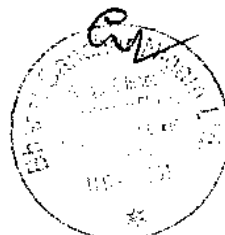
**21. Intellectual Property Rights/ Copyrights**

21.1 The Intellectual Property Rights of BSNL and Nokia shall remain their own and this Agreement shall not affect their ownership in any way unless mutually agreed upon.

21.2 Nokia 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 Nokia 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 Nokia in respect of the content/ application/ technology used by Nokia in providing the services.

21.4 Nokia shall ensure that no profiling information regarding the Wireless 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 Nokia 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 Nokia shall be destroyed by Nokia within seven days of expiry or termination of this agreement under confirmation to BSNL.



21.5 **Nokia** 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 **Nokia** 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"). **Nokia** 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 **Nokia** shall not affect BSNL's exclusive rights to and ownership of all or any of the services of BSNL.

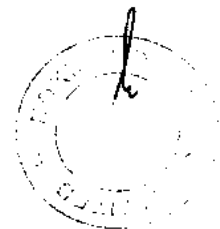
21.7 **Nokia** shall not knowingly interfere or cause any third party to knowingly interfere with BSNL Intellectual Property Rights. **Nokia** agrees and undertake that it shall take all necessary & timely measures to ensure that BSNL Intellectual Property Rights are not infringed, passed off, diluted, reverse engineered, hacked into, misappropriated, tampered with and/ or copied or used by **Nokia** or any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants or any other person except as expressly provided herein. **Nokia** 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.

21.8 **Nokia** 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 **Nokia** 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 **Nokia** 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 **Nokia**, after the termination/ expiry of this Agreement for any reason whatsoever under this agreement which **Nokia**, may be or may have been concerned or interested in.

21.10 **Nokia** 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, **Nokia** 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 Nokia 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 Nokia shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine, penalty, demands or damages arising consequent to the breach by Nokia of any of the above conditions/ clauses mentioned herein above.

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

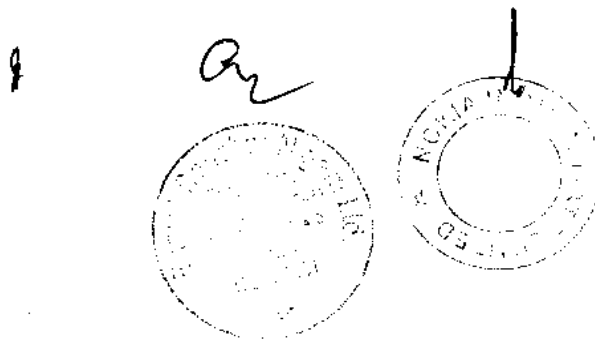
**22. Security and Lawful Interception for Value Added Service**

22.1 (a) In accordance with clause 6.1A of DOT guidelines vide letter No 842-725/2005-VAS-66 dated 31<sup>st</sup> July, 2008 and any directions of DOT thereunder, BSNL shall have the right to direct, to warn, to penalize Nokia 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 Nokia shall bear all liabilities in the matter and keep BSNL indemnified for all claims, cost, charges or damages in this respect.

22.1 (b) In accordance of DOT guidelines vide letter No 800-62/2008-ASP II/2 dated 14<sup>th</sup> May, 2008 Nokia shall provision for lawful interception for VAS which are being provided to BSNL subscribers using Voice bearer/DATA/SMS/USSD/PTT 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.

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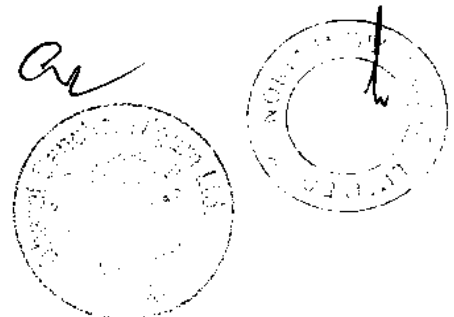
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**PART-II**  
**FINANCIAL CONDITIONS**

1. **Payment of cost of content/services to Nokia for the services provided**
  - 1.1 The services shall be billed as part of Wireless Telephone services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers. The cost of content/services shall be payable to **Nokia** as per the financials mentioned under Clause 2, 3, 4 & 5 of this Part.
  - 1.2 **Nokia** shall not charge any money or money(s) from the subscribers of BSNL. No additional service other than those mentioned under Annexure II & III is to be provided by **Nokia** to the subscribers of BSNL either free or for a cost without written approval of BSNL.
  - 1.3 The measurement of traffic information 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 **Nokia** on receipt of the bill. **Nokia** shall submit the licensed area wise bill to the Zonal In-charge [*who may be DET (VAS) or any officer as nominated by the GM (CMTS), Nodal Centre*]. The Zonal In-charge shall verify the bill within seven days and CMTS Nodal Centre shall then release the cost of content/services payment to the **Nokia** within the next 15 days.
  - 1.5 The payment of charges shall be made to **Nokia** 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. **Nokia** 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, **Nokia** 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 **Nokia** 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 Nokia is agreed as below:

Cost of MO SMS	Cost of content/services to Nokia per MO SMS
Rs. 2/- (Rs. Two only) – (as per prevailing rates of BSNL)	12%

- 2.2 (a) The cost of content/services to Nokia payable per SMS in case of plain text services shall remain the same irrespective of the number of services offered by Nokia.  
(b) 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 BSNL. BSNL 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 Nokia 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 Nokia in respect of the PREMIUM TEXT services are agreed as below:

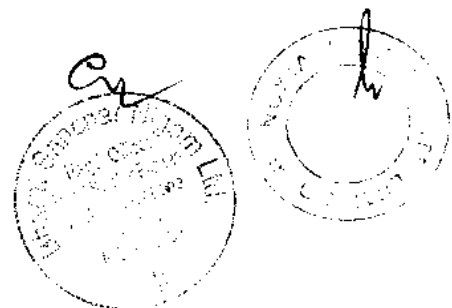
	Tariff	Cost of content/services to Nokia
MO	Charging as per prevailing tariff decided by BSNL	Prevailing MO SMS cost of content/services to Nokia as per clause 2.1 above
MT	Pricing as decided mutually with Nokia	30% of the MT component

3.4 The content related Intellectual Property Rights (IPR)/ Royalty payouts applicable in case of PREMIUM TEXT services shall be borne by Nokia 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 BSNL. The cost of content/services payable to Nokia in case of the MO component shall be as per clause 2.1 above.

3.6 **SUBSCRIPTION SERVICE:-** In case of the subscription services, if any, agreed under this category, the following additional terms & conditions will be followed by Nokia :

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



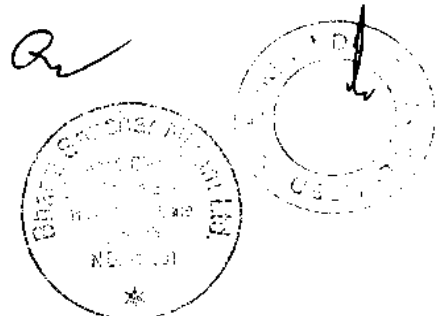
- (c) **Nokia** agrees to follow the directive(s) of the TRAI wherein it has been said that the explicit consent of the subscriber should be taken before any renewal of the subscription services. Secondly, **Nokia** shall give the subscribers the option to opt out of receiving such alerts anytime during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

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

- 4.1 The tariff to be charged from its Mobile subscribers by BSNL 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 **Nokia** in case of the MO component shall be as per clause 2.1 above.
- 4.3 **Nokia** may review the above tariff for the MT component in mutual consultation with BSNL to ensure the timely incorporation of the new tariffs in the Billing systems of BSNL.
- 4.4 The cost of content/services payable to **Nokia** in case of the MT 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 **Nokia** 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 BSNL to Govt. of India shall be borne by BSNL from its cost of content/services to **Nokia** whereas the content related Intellectual Property Rights (IPR)/ Royalty payouts applicable in case of Premium services shall be borne by **Nokia** from the payment made to **Nokia** as cost of content/services.

5. **Financials in respect of DATA based VAS**

- 5.1 The **DATA BASED VAS** are initially agreed as mentioned under the Annexure III with this agreement.
- 5.2 **Nokia** 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 Nokia applicable shall be as below:

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

5.2.2 In case of request by the subscribers about the services/ content by browsing the WAPsite and/ or website, it is agreed that the charging of the subscribers for such access shall be at the discretion of BSNL but no cost of content/services shall be payable by BSNL to Nokia on such browsing charges. The tariff to be charged from the subscribers for successfully availing/ downloading the DATA based VAS agreed under this agreement shall be as per the download component pricing mentioned in forthcoming clauses. The cost of content/services to Nokia shall be in respect of the successfully downloaded priced content/ services only. The mutually agreed cost of content/services payable to Nokia is 38% of the pricing to the end user, across all categories of DATA based VAS defined in Annexure III to this Agreement.

5.3 Nokia 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 based VAS shall be borne by Nokia from payment made to Nokia 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 Nokia shall be mutually decided and separately communicated.

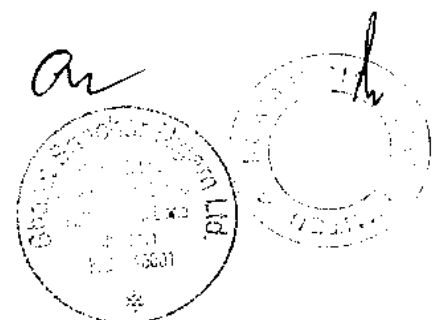
**6. Condition for Cost of Content/services:**

No cost of content/services shall be payable by BSNL to Nokia for the months in which its zonal monthly revenue remains less than Rs. 50,000/-.

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

**7. Bank Guarantee conditions**

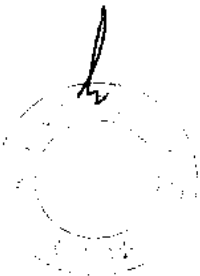
(a) Nokia has committed top line revenue of Rupees 1 Crores during the validity period of the agreement and from the services specified in this Agreement agreed together. Nokia shall submit a Bank Guarantee of Rupees 15 Lakhs with a validity of 20 months to BSNL as a backup to the committed topline revenue of Rupees 1 Crore.



(b) The Bank Guarantee of **Rupees 15 Lakhs** shall be encashed by BSNL if **Nokia** is not able to meet its commitment to generate topline revenue of **Rupees 1 Crore** within the validity period of the agreement with BSNL.

(c) The Bank Guarantee shall be valid for twenty months from the date of signing the Agreement. **Nokia** shall extend the validity of Bank Guarantee 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 Bank Guarantee shall amount to violation of terms of the agreement and entitle BSNL to encash the Bank Guarantee as stated herein above.

*[Handwritten initials]*      *[Handwritten signature]*      *[Handwritten signature]*



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

**1. The Application server**

- 1.1 The application servers of Nokia should be capable of providing services mentioned under Annexure II & III 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, Nokia 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 BSNL. The system should be able to record information for a minimum period of thirty days.
- 1.5 Nokia 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 Nokia 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 Nokia 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 Nokia's 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 & III of this agreement.
- 2.2. Nokia 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 Nokia shall be exclusively utilized for carrying the traffic pertaining to services to BSNL subscribers only.
- 2.4. Nokia shall keep BSNL informed regarding the location details of its application servers to BSNL.
- 2.5. Nokia 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 Nokia to BSNL's end customers.



- 2.6. 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 Nokia shall operate and maintain its setup including the Application Servers conforming to Quality of Service standards to be mutually agreed.

- 3.2 Nokia shall be responsible for: -

- i) Maintaining the performance and quality of service standards.
- ii) Ensuring an overall Uptime of the services to be more than 98% on monthly basis.
- iii) Maintaining the MTTR (Mean Time To Restore) of rectification of 90% of faults within 24 hours and 99% of such faults within 3 Calendar days, in respect of normal failures excluding catastrophes reported on monthly basis by subscribers or by BSNL authorities
- iv) Maintaining 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.
- v) Ensuring that any fault at Nokia's end resulting in non-availability of the service is rectified within three hours.

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

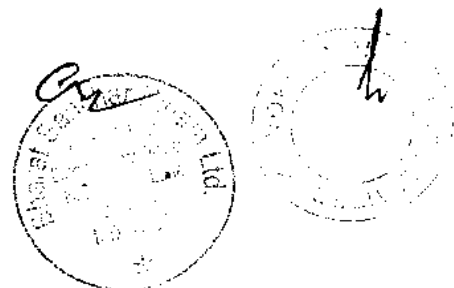
- 3.4 In case of non-availability of the Services/ service getting affected partially/ fully due to Nokia reasons for more than three hours, the compensation shall be charged from Nokia for the idle capacity charges on the basis of last three calendar month average usage as per calculation given below:

- ✓ Average cost of content/service earned by Nokia during one month = C
- ✓ Number of hours for which the service remained unavailable/ affected = H
- ✓ Compensation =  $[C/(30*24)] \times H$

The amount so calculated will be deducted from the payment of the corresponding month.

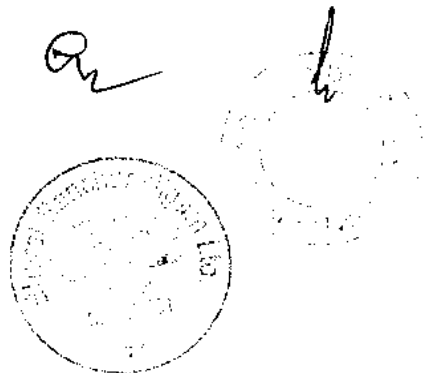
### 4. Protection of Network

- 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, Nokia shall make all reasonable efforts to safeguard the SMS 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 short messages through its SMSC (Short Message Service Center). However, BSNL may suspend the transmission in whole or in part at any time without notice if:
- BSNL reasonably considers it necessary to safeguard provision of SMS or the integrity of the Network or the SMSC, or
  - The Network or the SMSC fail or require modification or maintenance; or
  - 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 of BSNL; or
  - It is necessary to comply with a mandatory direction or request of the Department of Telecommunications or other Competent authority, or
  - BSNL 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 Nokia 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**

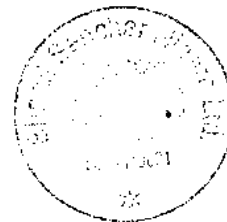
Unless the context otherwise requires, the different terms and expression used shall have the meaning assigned to them in the following paragraph,

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 **Nokia** 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 **BHARAT 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 BASED VALUE ADDED SERVICES** as defined under Annexure III to this Agreement, as required under the context, otherwise the term “**SERVICES**” or “**SERVICE**” shall mean both of the above categories of Service.
6. “**Nokia**” shall refer to **M/s Nokia India Private Limited** who has entered into agreement with BSNL for providing the SMS/DATA 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. “**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. “**SMSC**” means the Short Messaging Service Center. It provides facility for sending and receiving short messages between SMEs within a digital cellular Network.
13. “**BSO**” means the Basic Service Operator as licensed by Dept. of Telecom.



14. "CMSP" means the Cellular Mobile Service Provider as licensed by Department of Telecommunications.
15. "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.
16. "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.
17. "MO" means Mobile Originated messages.
18. "MT" means the Mobile Terminated messages.
19. "MMSC" means Multimedia Messaging Service Center. It provides the capability of sending and receiving MMS based messages in a network.
20. "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.
21. "GPRS" means General Packet Radio Service. It provides the facility of providing data capabilities in the network.
22. "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.
23. **Cost of Content/Services:** Cost of content/service as would be made available by Nokia 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).

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**ANNEXURE II**

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

- 1.1 The SMS based VAS agreed to be provided under this agreement are under PLAIN TEXT services.
- 1.2 The PLAIN TEXT services agreed to be provided is as under,

Service	Description
Info	Information on Nokia Products & Services

1


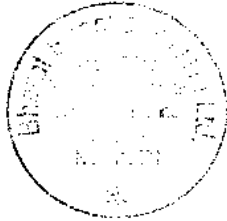

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**ANNEXURE III**

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

**1.1 DATA based Value added services to be provided when mutually agreed.**

## PROFORMA FOR BANK GUARANTEE

To

**BHARAT SANCHAR NIGAM LIMITED**  
**Bharat Sanchar Bhawan,**  
Harish Chandra Mathur Lane,  
Janpath, New Delhi-110001

In consideration of the BHARAT SANCHAR NIGAM LIMITED (BSNL) having signed an agreement No. 200-20/2012-VAS dated \_\_\_\_\_ (hereinafter called 'the said agreement') with "M/s **NOKIA INDIA PRIVATE LIMITED**" (hereinafter called 'Nokia') regarding provision of the SMS/DATA 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 Fifteen 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 **Nokia** hereby irrevocably and unconditionally guarantee to BSNL that **Nokia** shall render all activities which may be required to be rendered by **Nokia** in connection with rolling out of the services as mutually agreed and further guarantees that the service which shall be provided by **Nokia** 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 Fifteen 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 Fifteen Lakhs** to the BSNL to secure due and faithful observance & performance by **Nokia** 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 **Nokia** of any of the terms & conditions contained in the said agreement or by reason of **Nokia's** failure to perform any of it's 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 **Nokia** 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 twenty 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 Nokia 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 Nokia 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 Nokia 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 Nokia or forbearance act or omission on the part of the BSNL or any indulgence by the BSNL to the said Nokia 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 Nokia 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 Nokia.

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 Fifteen Lakhs** only and our Guarantee shall remain in force until twenty 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 thereunder.

Dated 1 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 of the concerned Bank Official)*

In the presence of Witnesses:

1. Signature

Name

Occupation

Address

Place

2. Signature

Name

Occupation

Address

Place

