

APPLICATION DEVELOPMENT AND DISTRIBUTION AGREEMENT

This application development and distribution agreement made at Mumbai on this [] day of [] 2006 by and between:

[YYYY], an educational institute..... (hereinafter referred to as “**Institute**” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

AND

RELIANCE COMMUNICATIONS INFRASTRUCTURE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, and having its Registered Office at Reliance House, Near Mardia Plaza, Off C.G. Road, Ahmedabad 380 006, Gujarat (hereinafter referred to as “**RCIL**” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of SECOND PART;

AND

- i)[XXXX], a citizen of India residing at _____ and a student of course in the Institute
- ii)[], a citizen of India residing at _____ and a student of course in the Institute
- iii)[], a citizen of India residing at _____ and a student of course in the Institute
- iv)[], a citizen of India residing at _____ and a student of course in the Institute

(all i, ii, iii and iv above to be hereinafter referred to as the “**Student Developer(s)**” which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective legal heirs, successors and permitted assigns) of the THIRD PART.

Institute, RCIL and the Student Developers shall hereinafter be collectively referred to as “Parties” and individually as the “Party”.

WHEREAS:

- (A) RCIL is intending to promote and augment the research and development skills among the students pursuing engineering and technical courses in India, by providing access to the facilities for research and development in its development centres situated in Dhirubhai Ambani Knowledge City, Thane – Belapur Road, Navi Mumbai – 400710 (‘the Development Centres’).
- (B) RCIL has approached the Institute, in pursuance and furtherance of its intention and to enter into mutually beneficial co-operation. RCIL and the Institute have agreed to enter into co-operation as mentioned herein, upon the terms and conditions specified herein.
- (C) RCIL and the Institute have short-listed few students, who would be provided access to the research and development facilities at the Development Centres and the Student Developers are amongst those short-listed.

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- (D) The Student Developers are desirous of entering into requisite arrangements with RCIL for developing various application(s) with the assistance of RCIL, which can be used in the Handsets and the Institute is agreeable to facilitate such an arrangement.
- (E) RCIL is desirous of evaluating such applications developed by the Student Developers for the purposes of distribution to Subscribers. In this regard the Student Developers have agreed to provide the Product(s) to RCIL and the Student Developers acknowledge that all intellectual property, including but not limited to intellectual property relating to Patent and Copyright in the Product(s) shall always vest in and belong to RCIL, in accordance with the terms and conditions contained in this Agreement.
- (F) RCIL has access to certain application platforms to host, to make available and to disseminate Product(s) to Subscribers either by itself or through its Affiliates.
- (G) Relying upon the representations, warranties and covenants made and agreed by the Student Developers as set forth herein and believing the same to be true and correct, RCIL is agreeable to evaluate the Product(s) for making available the Product(s) to its Subscribers, subject to the terms and conditions as set forth in this Agreement.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

(A) Definitions

In this Agreement, unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the following meanings:

- (i) **“Affiliates”** shall mean, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, RCIL. "Control", "Controlled" or "Controlling" shall mean, the power or right to directly or indirectly (i) direct or cause the direction of the management of RCIL; or (ii) direct or cause the direction of the policy decisions exercisable by RCIL; or (iii) nominate for appointment the majority of the directors on the board of directors of RCIL, by virtue of ownership of voting securities or management rights or contract or in any other manner.
- (ii) **“Agreement”** shall mean this application development and distribution agreement together with the Annexures attached hereto, and shall include any amendments to the same from time to time in accordance with the terms hereof..
- (iii) **“Application Platform”** shall mean and include the various sub-network of each city, village, access and backbone, including the existing network, which together comprise unified access network of RCIL and/or its Affiliates and to which RCIL has access.

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- (iv) “**Handsets**” shall mean the telephone equipment including the hand-held portable mobile phones or other devices approved in writing by RCIL and/or its Affiliates for use within the various sub-networks of each city, village, access and backbone, including the existing network, which together comprise unified access network of the RCIL and/or its Affiliates.
- (v) “**Intellectual Property Rights**” shall mean any right that is or may be granted regarding Patents, Copyrights, Marks, Designs, Know how, Trade dress, technical information and equivalents of the foregoing and all other intellectual property rights whatsoever in respect of the Product(s), whether registered or unregistered, including rights in any applications or registrations for any of the foregoing and their respective renewals, continuations and extensions in any state, country or jurisdiction.
- (vi) “**Marks**” shall mean all brand names, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers used in respect of the Product(s), as may be amended, supplemented or added from time to time.
- (vii) “**Product(s)**” shall mean the applications listed in Annexure I (including any sequels, upgrades, updates, modifications, patches and bug fixes) and as may from time to time be amended by mutual written agreement of the Parties to include new applications or delete any existing applications.
- (viii) “**Subscriber**” shall mean any person who is, at the relevant time, registered as such in the records of RCIL or its Affiliates and/or any person who actually avails of the services provided by RCIL or its Affiliates (or any of them), with or without the consent of any person registered as a subscriber in the records of RCIL.

(B) Interpretation

Unless the context otherwise requires, this Agreement shall be construed as follows:

- (i) Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
- (ii) Words importing the singular shall include the plural and vice versa where the context so requires.
- (iii) Words of either gender shall include those of the other gender.
- (iv) References to any law shall include such law as from time to time is enacted, amended, supplemented or re-enacted.

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- (v) References to the words "include" or "including" shall be construed without limitation.
- (vi) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

2. RIGHTS OF OWNERSHIP

(A) The Student Developers hereby expressly declare, acknowledge and agree that the Product(s) developed under this Agreement are developed under the technical guidance and supervision of RCIL. The Student Developers declare, acknowledge and agree that RCIL shall be the sole and exclusive owner of the Intellectual Property Rights in the Product (s), both present and future, in whatever stage of completion the Product(s) might be and the Institute hereby conveys its 'no-objection' and accords its full and unconditional consent to the same.

(B) The Parties agree that this Agreement shall come into effect, as follows :

1. Clause 4 and Clause 5, upon happening of the last of the following conditions subsequent:

- a. the Student Developers successfully developing the Product(s);
- b. the Product(s) being found suitable by RCIL, for distribution; and
- c. the Student Developers and the Institute executing and furnishing all the deeds, documents, undertakings, affidavits etc., in the form and manner laid down by law, for waiving, relinquishing, effectively vesting, transmitting, assigning etc., of the Intellectual Property Rights in the Product(s), as required by law to ensure that all Intellectual Property Rights in the Product(s) shall always vest in and belong to RCIL.

2. All other Clauses from the date of this Agreement being signed last by one of the Parties (the “**Effective Date**”)

3. OBLIGATION OF THE STUDENT DEVELOPERS TO ENSURE THE OWNERSHIP OF RCIL

The Student Developers and the Institute hereby relinquish any and all claims including but not limited to the Intellectual Property Rights in and/or over the Product(s). The Student Developers and the Institute also agree to undertake all necessary steps and to execute all necessary deeds, documents, undertakings, affidavits etc., to ensure that RCIL shall have the absolute ownership of the Intellectual Property Rights in and/or over the Product(s). The Parties agree that this Clause 3 shall survive the termination and/or expiry of this Agreement. The Parties agree to extend all reasonable cooperation in relation to such transfer/ assignment of rights.

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4. LAUNCH OF PRODUCTS

- (A) The Student Developers and the Institute expressly agree and acknowledge that RCIL is not obligated to make the Product(s) available to the Subscribers for use and RCIL shall be entitled, at its sole discretion and without liability to decide whether the Product(s) are to be made available to the Subscribers for use. In addition to the foregoing, the Student Developers and the Institute expressly agree and acknowledge that RCIL shall be entitled, at its sole discretion and without liability, to discontinue, suspend, withdraw, wholly or in part, providing the said Product(s) to its Subscribers (i) if required pursuant to applicable laws or licenses (ii) upon any third party claim being made including on RCIL and / or its Affiliates in respect of the Product(s) (iii) any legal proceeding being instituted or notices being issued in respect of the Product(s) (iv) in accordance with the terms and conditions of RCIL and/or its Affiliates applicable to the Subscribers from time to time. In addition to the foregoing, availability of the Product(s) to the Subscribers shall be subject to RCIL and/or its Affiliates terms and conditions as applicable from time to time. The foregoing shall be without prejudice to any and all obligations and responsibilities of the Student Developers and the Institute in respect of the Product(s) and shall not affect, any other rights or remedies available to RCIL at law or equity or under this Agreement.
- (B) RCIL shall make available the Product(s) to the Subscribers for use after completion of acceptance. Acceptance shall be deemed to be complete in respect of each of the Product(s), after RCIL successfully tests the technical compatibility and seamless use of such Product(s) vis-à-vis the relevant Handsets and RCIL certifies the same at its option, in writing (by e-mail or registered post or courier or fax) to the Student Developers and/or the Institute.
- (C) It is agreed by and between the Parties hereto that the Student Developers shall not develop a new version or sequel of a Product, or upgrades or updates to the Product(s), or fixes bugs or modifies the Product(s) in any manner for error free operations, with out specific permission in writing from RCIL. It is also agreed by and between the Parties that RCIL shall be entitled to develop, make or cause to develop or make any new version, sequel, upgrade, updates or modifications with respect to the Product(s).

5. PAYMENT

In the event, that RCIL, in its sole discretion decides to commercially distribute (the date of such commercial launch, the "Commencement Date") the Product(s) to its Subscribers, as consideration for the Student Developers for performing the obligations under this Agreement and the Institute facilitating this arrangement, RCIL shall share with the Student Developers and the Institute such part of the End User Revenue as set forth in Annexure II.

6. SUPPORT, MAINTENANCE AND RESPONSIBILITIES OF THE STUDENT DEVELOPERS

- (A) After RCIL and/or its Affiliates have started commercial distribution of the Product(s), RCIL shall intimate the Student Developers from time to time of any

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problems caused by the Product(s) and/or related documentation or of any complaints received from Subscribers and then the Student Developers shall forthwith provide, technical and other necessary assistance to RCIL to enable RCIL to allow the Subscribers to use the Product(s) seamlessly and without any interruption.

- (B) The Student Developers will provide during the term hereof, at no charge to RCIL, bug fixes or software patches as and when necessary to enable the Subscribers to use the Product(s) seamlessly and without any interruption.
- (C) In the event of any problem with regard to the Product(s), RCIL shall be entitled to forthwith discontinue access to the Product(s) or remove the Product(s) from the Handset(s) until such problem is rectified..

7. CONFIDENTIAL INFORMATION

- (A) All information that is exchanged pursuant to this Agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such) shall be treated as confidential. Parties obtaining such confidential information through this Agreement shall use it only as necessary to carry out the purposes of this Agreement or as necessary to comply with applicable national laws, rules or regulations. Parties obtaining confidential information through this Agreement shall not disclose its contents except as necessary to its duly authorized agents to carry out the purposes of this Agreement or as necessary to comply with applicable national laws, rules or regulations. The obligation to protect the confidentiality of information shall survive the termination of the Agreement for a period of one (1) year provided that all Subscriber related information that the Student Developers and/or Institute comes to know from the Effective Date shall remain confidential in perpetuity.

8. REPRESENTATIONS AND WARRANTIES

- (A) By the Student Developers

The Student Developers make the following representations and warranties, each of which is true and correct in all respects as of the Effective Date, and shall continue to remain true and correct in all respects throughout the term of this Agreement:

- (i) They are citizens of India residing at the addresses mentioned at the beginning of this Agreement and are bona fide students of the Institute;
- (ii) They have full power and absolute authority to execute and deliver this Agreement and to perform all its duties, obligation and responsibilities arising or created under or pursuant to this Agreement;

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- (iii) They have obtained all necessary rights, licenses, permits, approvals, consents and sanctions to enable them to enter into this Agreement and to perform its duties, obligation and responsibilities hereunder and the same are valid;
- (iv) this Agreement when executed and delivered by the Student Developers shall constitute valid and legally binding obligations of the Student Developers, enforceable in accordance with its terms;
- (v) the execution, delivery and performance of this Agreement by Student Developers will not conflict with, result in a breach of or default under applicable law or regulation, or any order, writ, injunction, decree of any Court or governmental authority or any agreement or arrangement or understanding, written or oral, to which any of them is a party or by which any of them is bound;
- (vi) there are no suits, actions or arbitration or other proceedings pending or threatened against any of them which question the validity, propriety or enforceability of this Agreement or the transaction contemplated herein or prevent any of them from entering into this Agreement or perform their obligations hereunder;
- (vii) there has been no infringement of the Intellectual Property Rights in respect of the Product(s), related documentation and Marks and there are no claims, demands, suits, actions, arbitration or other proceedings whatsoever pending, threatened or asserted with regards to the foregoing;
- (viii) the Product(s), related documentation and Marks and their proposed use hereunder does not and shall not infringe the Intellectual Property Rights of any third party and there are no claims, demands, suits, actions, arbitration or other proceedings whatsoever pending, threatened or asserted with regards to the foregoing;
- (ix) the Intellectual Property Rights in respect of the Product(s), related documentation and Marks are not subject to any claims, demands, suits, actions, arbitration or other proceedings whatsoever;
- (x) the representations and warranties furnished by all of them in this Agreement are complete in all respects and do not contain any untrue statement of any fact; no omission has been made of any fact that is directly or indirectly connected with any of the representations or which makes any of the representations misleading; The Student Developers acknowledge that RCIL has entered into this Agreement on the basis of, and in full reliance on, each of the aforesaid representations and warranties.

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(B) By RCIL

RCIL makes the following representations and warranties, each of which is true and correct in all respects as of the Effective Date, and shall continue to remain true and correct in all respects throughout the term of this Agreement.

- (i) it is a company duly incorporated and validly existing under the laws of India;
- (ii) it has full corporate power and absolute authority to execute and deliver this Agreement and to perform all its duties, obligation and responsibilities arising or created under or pursuant to this Agreement;
- (iii) this Agreement when executed shall constitute valid and legally binding obligations of RCIL, enforceable in accordance with its terms;
- (iv) the execution, delivery and performance of this Agreement will not conflict with, result in a breach of or default under applicable law or regulation, or any order, writ, injunction, decree or restriction of any Court or governmental authority or any agreement or arrangement or understanding, written or oral, to which it is a party or by which it is bound;
- (v) to the best of its knowledge there are no suits, actions or other proceedings pending or threatened against it which question the validity or enforceability of this Agreement or the transaction contemplated herein or prevent it from entering into this Agreement or perform its obligations hereunder.
- (vi) the representations and warranties furnished by it in this Agreement are complete in all respects and do not contain any untrue statement of any fact; no omission has been made of any fact that is directly or indirectly connected with any of the representations or which makes any of the representations misleading;

(C) By Institute

The Institute makes the following representations and warranties, each of which is true and correct in all respects as of the Effective Date, and shall continue to remain true and correct in all respects throughout the term of this Agreement.

- (i) it is an educational institute validly existing under the laws of India and all the Student Developers are bona-fide students of the Institute;
- (ii) it has full power and absolute authority to execute and deliver this Agreement and to perform all its duties, obligation and responsibilities arising or created under or pursuant to this Agreement;

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- (iii) this Agreement when executed shall constitute valid and legally binding obligations of the Institute, enforceable in accordance with its terms;
- (iv) the execution, delivery and performance of this Agreement will not conflict with, result in a breach of or default under applicable law or regulation, or any order, writ, injunction, decree or restriction of any Court or governmental authority or any agreement or arrangement or understanding, written or oral, to which it is a party or by which it is bound;
- (v) there are no suits, actions or other proceedings pending or threatened against it which question the validity or enforceability of this Agreement or the transaction contemplated herein or prevent it from entering into this Agreement or perform its obligations hereunder.
- (vi) the representations and warranties furnished by it in this Agreement are complete in all respects and do not contain any untrue statement of any fact; no omission has been made of any fact that is directly or indirectly connected with any of the representations or which makes any of the representations misleading;

9. COVENANTS

(A) Covenants of the Student Developers

The Student Developers agree and undertake that they shall:

- (i) not, directly or indirectly, enter into any agreements, arrangements or understandings, whether written or oral, or conduct any discussions and/or negotiations with any third party, or do or cause to be done any act or omission which may result in a breach by any of them of any of their obligations or any of its representation and warranties hereunder;
- (ii) ensure that all necessary licenses, permits, approvals, consents and sanctions are obtained by them for vesting all rights on the Product(s) hereunder to RCIL and that all such necessary licenses, permits, approvals, consents and sanctions remain valid and subsisting in perpetuity;
- (iii) the Product(s), related documentation and Marks shall be in compliance with all applicable laws, licenses, rules, regulations, guidelines and judicial pronouncements, including those which RCIL, its Affiliates, and/or the Student Developers are subject to from time to time;
- (iv) provide RCIL with complete and accurate instructions, security descriptions, user instructions, technical specifications, hidden feature details and all such information which shall be required by RCIL to carry

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out acceptance checks of the Product(s) pursuant to Clause 4 of this Agreement;

- (v) promptly provide RCIL such information and/or clarifications in respect of the Product(s) and related documentation as may be requested by RCIL from time to time;
- (vi) ensure that the Product(s) and related documentation or any part thereof delivered hereunder is free from any kind of viruses, worms, Trojan horses, disabling code and malicious code whatsoever or other similar destructive characteristics designed to cause damage or deficiencies in design, workmanship and performance;
- (vii) ensure that the Product(s) and related documentation offered hereby are free of any vulgar, obscene, pornographic, misleading, anti-national, defamatory, libelous, offensive, derogatory, threatening, harassing, abusive or violent content, in RCIL’s opinion;
- (viii) not vary, withdraw, discontinue, suspend, terminate, wholly or in part, any Product(s) once provided or agreed to be provided for use by Subscribers without the prior written consent of RCIL and further agrees that any applications once provided or agreed to be provided to RCIL shall be deemed to be included in the Product(s);
- (ix) address any errors or defects in the provision of the Product(s) at earliest and provide RCIL with all necessary and timely support in respect of the same; and

(B) Covenants of RCIL

RCIL agrees and undertakes that it shall not, directly or indirectly, enter into any agreements, arrangements or understandings, whether written or oral, or conduct any discussions and/or negotiations with any third party, or do or cause to be done any act or omission which may result in a breach by it of its obligations or any of its representation and warranties hereunder.

(C) Covenants of the Institute

The Institute agrees and undertakes that it shall:

- (i) not, directly or indirectly, enter into any agreements, arrangements or understandings, whether written or oral, or conduct any discussions and/or negotiations with any third party, or do or cause to be done any act or omission which may result in a breach by it of its obligations or any of its representation and warranties hereunder;
- (ii) take reasonable efforts to ensure that the Student Developers are in complete compliance with this Agreement;

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(iii) not interfere in the performance of the obligations of the Student Developers in any manner whatsoever and will provide the Student Developers with reasonably necessary amount of leaves and/or extensions and/or exemptions to facilitate the performance of the obligations of the Student Developers under this Agreement.

10. INDEMNITY AND LIMITATION OF LIABILITY

- (A) The Student Developers agrees to indemnify, defend and hold harmless RCIL and/or its Affiliates and its/their respective partners, directors, officers, agents, employees, consultants and advisors from and against any and all losses, liabilities, claims, damages, demands, suits, actions, proceedings, costs and expenses, taxes, reasonable legal fees and disbursements in connection therewith and/or costs incurred in the settlement of any of the foregoing, including pursuant to third parties actions, and which arise out of or in respect of, or result from or are payable by virtue of (a) breach of any representation, warranty, covenant of the Student Developers hereunder (b) breach or negligence by Student Developers of any of their agreements, duties, responsibility or obligations required to be performed pursuant to this Agreement, (c) warranty regarding quality, reliability, fitness for a particular purpose, title, merchantability, manufacturers warranty or guarantee with regard to the Product(s) or failure or defects in the Product(s) or related documentation (d) any use, reproduction, transmission or distribution of the Product(s), related documentation or Marks in accordance with this Agreement, including without limitation with regard to infringement or alleged infringement of any Intellectual Property Rights in the Product(s) related documentation and Marks, and (e) violation of any applicable laws, statutes or regulations by the Student Developers.
- (B) Each Party agrees to indemnify, defend and hold harmless the other Parties and wherever applicable, their respective Affiliates partners, directors, officers, agents, employees, consultants and advisors from and against any and all losses, liabilities, claims, damages, demands, suits, actions, proceedings, costs and expenses, taxes, reasonable legal fees in connection therewith, in respect of its gross negligence or willful misconduct.
- (C) Notwithstanding anything contained to the contrary herein and other than any and all losses, liabilities, claims, damages, demands, suits, actions, proceedings and other costs and expenses in respect of Clause 10 (A) (d), in no event shall either Party or wherever applicable any of its Affiliates and/or their respective directors, officers, employees, business associates, distributors and all representatives be liable to the other Party for lost profits or for any indirect, incidental, special, punitive, consequential, exemplary damages or other similar damages arising from the subject matter of this Agreement, regardless of the type of claim and (even if that Party has been advised of the possibility of such damages), including but not limited to, loss of revenue or anticipated profits or lost business.
- (D) The Institute agrees to indemnify, defend and hold harmless RCIL and/or its Affiliates and its/their respective partners, directors, officers, agents, employees, consultants and advisors from and against any and all losses, liabilities, claims,

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damages, demands, suits, actions, proceedings, costs and expenses, taxes, reasonable legal fees and disbursements in connection therewith and/or costs incurred in the settlement of any of the foregoing, including pursuant to third parties actions, and which arise out of or in respect of, or result from or are payable by virtue of (a) breach of any representation, warranty, covenant of the Institute hereunder (b) breach or negligence by the Institute of any of its agreements, duties, responsibility or obligations required to be performed pursuant to this Agreement, (c) violation of any applicable laws, statutes or regulations by the Institute.

(E) Subject to the foregoing and except for the provisions of Clauses 10 (A) (a), (c), (d) and (e), Clause 10(B), and Clause 10 (D) (a) and (c), any of the Party's entire liability and other Parties' exclusive remedy under or in connection with this Agreement, shall not exceed, in the aggregate:

(a) the aggregate end user revenue paid by RCIL under this Agreement in the 12-month period preceding the first applicable claim; or

(b) Rs. 10,00,00/-(Rupees Ten Lacs Only);

whichever is higher.

(F) RCIL agrees to indemnify, defend and hold harmless the Student Developers and/or the Institute and its respective directors, officers, agents, employees and advisors from and against any and all losses, liabilities, claims, damages, demands, suits, actions, proceedings, costs and expenses, taxes, reasonable legal fees and disbursements in connection therewith and/or costs incurred in the settlement of any of the foregoing, including pursuant to third parties actions, and which arise out of or in respect of, or result from or are payable by virtue of breach or negligence by RCIL of any of its agreements, duties, responsibility or obligations required to be performed pursuant to this Agreement.

(G) In the event of any failure in RCIL and/or its Affiliates Application Platform, network or wireless or wireline media in the network, delay in restoration of such, network or wireless or wireline media in the network, or, accident, interruption, or error or defect in such Application Platform, network or wireless or wireline media in the network (all of the foregoing, individually and collectively, referred to as "Service Difficulty"), neither RCIL nor its Affiliates nor their respective directors, officers, employees, business associates, distributors and all representatives shall be liable to the Student Developers and/or the Institute, nor indemnify the Student Developers and/or the Institute, for any liabilities, damages, claims or expenses of any kind incurred as a result of such Service Difficulty, whatsoever may be the cause of such Service Difficulty or howsoever long such Service Difficulty may last.

(G) Clause 10 shall survive termination or expiry of this Agreement.

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11. TERM AND TERMINATION

- (A) This Agreement shall come into force on the Effective Date and shall continue to be in force for twelve (12) months from the Effective Date and shall thereafter stand automatically renewed for successive periods of twelve (12) months each, unless and until terminated in accordance with the provisions of this Agreement.
- (B) This Agreement may be terminated by either Party immediately by giving written notice if the other Party: (a) is subject to a force majeure event covered hereunder provided such event continues for a period of sixty (60) days; (b) is in material breach of any of its obligations under this Agreement and such breach is not remedied within fifteen (15) days following written notice to such Party. In addition to the foregoing, herein either Party shall be entitled to terminate this Agreement without assigning any reason by providing prior written notice of sixty (60) days to the other Party provided that RCIL shall be entitled to withdraw, without liability, the Product(s), or any part thereof, at any time during the aforesaid notice period. Any termination by all the Student Developers or the Institute shall terminate this Agreement for both of them. The Parties shall be liable to perform their respective obligations during the notice period before termination. However, if one or more of the Student Developers decide to get out of the arrangement under this Agreement, his/her/their share of the End User Revenue should be equally distributed amongst the remaining Student Developers.
- (C) RCIL shall have the right to forthwith terminate this Agreement if the Parties do not reach a mutual agreement as to any new payment terms within 7 (seven) days of RCIL electing to re adjust the same pursuant to Annexure II and/or if the Student Developers is in breach of any applicable law, becomes insolvent, or is no more in a capacity to contract or develop the Product(s).
- (D) The Parties rights to terminate this Agreement hereunder is without prejudice to, and shall not affect, any other remedies or rights available to the Parties at law or equity or under this Agreement.
- (E) On the termination of this Agreement for any reason:-
 - (i) Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under this Agreement.
 - (ii) Notwithstanding anything under this Agreement, in case of a termination by the Student Developers and/or the Institute, all rights in the Product(s), in whatever stage of production\ completion it may be in, shall belong exclusively to RCIL. RCIL shall have the right to employ any third party to use and further develop such Product(s).
 - (iii) RCIL shall not be liable to pay any share of the End User Revenue to any of the Student Developers or the Institute. However, RCIL shall have the right to continue the usage of the Product(s) even after termination of this

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Agreement and the Student Developers and the Institute accord their full and unconditional consent to the such usage by RCIL.

12. MISCELLANEOUS

(A) Relationship

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties hereto, and nothing in this Agreement shall be deemed to constitute either of the Parties hereto as the agent of the other Party. Neither Party shall have the authority to bind the other Party without the prior written consent of the Party who is sought to be bound. Nothing in this Agreement shall be construed to restrict RCIL from entering into any agreement, arrangement or understanding, written or oral, with any third party, with regard to transactions similar to or competitive with the transactions contemplated hereunder.

(B) Specific Performance

This Agreement shall be specifically enforceable at the instance of RCIL.

(C) Notices

Unless otherwise provided, all notices, requests, consents, waivers, demands or other communications required or given hereunder shall, be effective only if it is in writing and shall be deemed to be duly given (i) when delivered by hand on the expiry of 3 (three) working days, or (ii) on the expiry of 3 (three) working days after being sent by an express courier of repute; or (iii) when sent by confirmed facsimile, on the date of when the confirmed transmission report is received; or (iv) five days after being sent by certified or registered mail, postage prepaid or (v) by e-mail on the expiry of 3 (three) working days, to the intended recipient at its address set forth below or to such other address or e-mail as the concerned Party may from time to time notify by providing at least fifteen (15) working days prior written notice to the other:

If to :	i)Student Developer	ii)Student Developer	iii)Student Developer	iv)Student Developer
Attention:				
Address:				
E-mail				
Fax				

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If to : RCIL
 Attention : Mahesh Prasad,
 Address : Reliance Communication Infrastructure Limited, DAKC, J
 Block, Wing 3, Second Floor, Module SB11, Koparkhairane,
 Navi Mumbai – 400 706

E-mail Mahesh.Prasad@relianceinfo.com
 Fax +91 22 30387899

If to : Institute
 Attention:
 Address:
 E-mail
 Fax

(D) Costs and Expenses

Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

(E) Assignment

Neither of the Parties shall be entitled to assign any of their duties, obligations, liabilities and responsibilities under this Agreement, either whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that RCIL shall be entitled to assign, without the prior written consent of the other Parties, any or all of its rights, duties, obligations, liabilities and responsibilities under this Agreement to its Affiliates.

(F) Entire Agreement

This Agreement shall constitute the sole and entire agreement between the Parties hereto relating to the subject matter thereof and supersedes all prior discussions, undertakings and agreements, whether oral or written, including all correspondences, if any, between the Parties with respect to the subject matter of this Agreement.

(G) Amendments

This Agreement may be amended, supplemented or modified by the mutual consent of the Parties expressed in writing.

(H) Waiver

No waiver of any part of this Agreement nor consent to any departure from

Authorized Signatory of RCIL	i) Student Developer	ii) Student Developer	iii) Student Developer	iv) Student Developer	Authorized Signatory of the Institute

it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, benefits, privileges and powers shall operate as a waiver of any right, nor shall a single or partial exercise of a right preclude any exercise of other rights, benefits, privileges or powers.

(I) Severance

Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof. The Parties shall substitute the provisions which have become invalid with new provisions, to achieve the greatest possible economic benefit envisaged originally herein.

(J) Force Majeure:

Neither Party shall be liable hereunder by reason of any delay or failure in the performance of any part of this agreement to the extent such delay or failure in performance, is caused by material labour strikes, fire, flood, storm, earthquakes, war, riots, insurrection, explosions, civil disturbance, embargo, governmental actions or directions or orders by civil or military authority or any act of God or any other such cause which is beyond the reasonable control of such Party.

(K) Governing Law and Jurisdiction

Except as otherwise provided herein, this Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Subject to the provisions of Clause 12(M), the Courts of Mumbai shall have exclusive jurisdiction for injunctive relief.

(L) Dispute Resolution

If any dispute arises between the Parties in relation to this Agreement, then the Parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter. In the case of failure by the Parties to resolve the dispute in the manner set out above within thirty (30) working days from the date of receipt of dispute notice sent by either Party, the dispute shall be resolved through arbitration under provisions of the Arbitration & Conciliation Act, 1996 by a sole arbitrator whom RCIL will appoint. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. Each Party will bear the cost of preparing and presenting its own case and the costs of arbitration shall be shared equally unless the award provides otherwise.

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(M) ACCESS TO DEVELOPMENT CENTRES

If pursuant to this Agreement, the Student Developers require access to the Development Centres, he/she/they shall follow all applicable access, security and other guidelines as issued by RCIL or its Affiliates from time to time.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to these presents on the day, month and year first hereinabove written.

Signed and Delivered by the within named)
 RELIANCE COMMUNICATIONS)
 INFRASTRUCTURE LIMITED)
 by the hand of its Authorised Signatory)
 Mr./Ms./Mrs.)

Witness

- 1.
- 2.

Signed and Delivered by the within named)
 i)STUDENT DEVELOPER by his/her hand)

Witness

- 1.
- 2.

Signed and Delivered by the within named)
 ii)STUDENT DEVELOPER)
 by his/her hand)

Witness

- 1.
- 2.

Signed and Delivered by the within named)
 iii)STUDENT DEVELOPER)
 by his/her hand)

Witness

- 1.
- 2.

Authorized Signatory of RCIL	i)Student Developer	ii)Student Developer	iii)Student Developer	iv)Student Developer	Authorized Signatory of the Institute

Signed and Delivered by the within named)
iv)STUDENT DEVELOPER)
by his/her hand)

Witness

- 1.
- 2.

Signed and Delivered by the within named)
INSTITUTE (Insert the Name of the Institute))
by the hand of its Authorised Signatory)
Mr./Ms./Mrs.)

Witness

- 1.
- 2.

ANNEXURE I

List of Products

Authorized Signatory of RCIL	i)Student Developer	ii)Student Developer	iii)Student Developer	iv)Student Developer	Authorized Signatory of the Institute

Authorized Signatory of RCIL	i) Student Developer	ii) Student Developer	iii) Student Developer	iv) Student Developer	Authorized Signatory of the Institute

ANNEXURE II

- (A) In accordance with Clause 4 and 5 above, in consideration for the Student Developers providing RCIL the ownership on the Product(s) which RCIL has decided to commercially launch, the Student Developers shall be jointly entitled to receive ten percent (10%) of the End User Revenue from RCIL. The Student Developers shall nominate one amongst them as a representative of the Student Developers for the purposes of receiving the payments hereunder from RCIL. It shall be the sole responsibility of the aforementioned representative to disburse the payments received from RCIL hereunder and none of the Student Developers shall have any further claim from RCIL, once the aforementioned representative of the Student Developer has received the payment from RCIL, hereunder.

- (B) In accordance with Clause 4 and 5 above, in consideration for the Institute facilitating this Agreement, the Institute shall be entitled to receive five percent (5%) of the End User Revenue from RCIL.

- (C) The Parties understand and agree that for the purposes of this Agreement:
 - (i) **End User Revenue** shall mean the tariff/amount charged/billed to Subscribers under various pricing plans for the usage of the Product(s) and shall not include Service Tax, any other applicable taxes & charges. Pricing plans may include pay on entry, day subscription, monthly subscription and the like.

 - (ii) **Student Developers' Revenue** shall mean the amount paid to the Student Developers by RCIL in accordance with and pursuant to sub-clause (A) above.

- (D) For the purposes of further clarification in this Annexure, the Parties confirm and agree that:
 - (i) End User Revenue shall be calculated on the tariffs billed to the End User;

 - (ii) if there is any change in governmental or regulatory levies, fees, imposts, charges and/or other taxes applicable from time to time on RCIL and/or its Affiliates, including under the licenses which RCIL and/or its Affiliates are subject to as on the date of execution of this Agreement, then the Parties shall in good faith re adjust the payment terms set out in Annexure II, at the option of RCIL.

 - (iii) service tax would be charged by the Student Developers wherever applicable, subject to the Student Developers issuing correct and proper bills to RCIL pursuant to this Agreement and in accordance with the Finance Act 1994 and the Service Tax Rules 1994 and any applicable amendments thereof. The Student Developers irrevocably declare and

Authorized Signatory of RCIL	i) Student Developer	ii) Student Developer	iii) Student Developer	iv) Student Developer	Authorized Signatory of the Institute

undertake to execute such documents and provide such information and bills/documents and other co-operation and assistance as requested by RCIL in order to enable RCIL to claim rebate/credit for service tax paid/payable by RCIL to Student Developers pursuant to this Agreement. Such bills/documentation shall at least provide (i) the name, address and the registration number of such person (ii) the name and address of the person receiving taxable service (iii) description, classification and value of taxable service provided or to be provided and (iv) the service tax payable thereon;

- (iv) subject to sub-clause (iii) above, all taxes and levies on the payment receivable by the Student Developers shall be borne and duly paid by the Student Developers. The Student Developers shall be solely responsible for compliance with the applicable tax regulations with regard to the content provider revenue hereunder, at its own cost and expenses.
- (v) All payments made by RCIL to Student Developers shall be subject to Tax Deduction at Source (TDS) under the Income Tax Act, 1961 and any other withholding taxes, if any, applicable from time to time, unless the Student Developers duly provides all valid, necessary certificates from the relevant governmental entities, granting an exemption for the payment of withholding tax. RCIL shall issue certificates showing the details of such deductions at the periodicity permitted by the respective laws, so that the Student Developers can claim credit for such deductions.

- (E) The payments to any third party, including without limitation registered copyright societies under the Copyright Act, 1957, towards any copy right for the Products shall be payable by and the sole responsibility of the Student Developers.
- (F) RCIL shall provide a self certified download report to the Student Developers setting out the Product(s) access numbers as per the applicable pricing plans such as pay on entry, day subscription, monthly subscription and the like by the 15th (fifteenth) day of each subsequent month. Student Developers shall raise an invoice based upon the report provided by RCIL by the 20th (twentieth) day of such subsequent month. RCIL shall make payment to Student Developers as per an invoice tallying with its self certified download report on or before 30 (thirty) working days from receipt of the undisputed invoice.
- (G) RCIL’s decision as regards the application access numbers shall be final and binding on the Parties. RCIL shall not pay any fixed fee or guarantee a minimum commitment to the Student Developers. Further, the information/data/records/accounts provided by RCIL as regards the revenue generated and amount payable to the Student Developers under this Agreement shall be treated as final and binding upon the Student Developers.

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- (H) If the Student Developers wish to dispute any payment it shall do so within 7 (seven) days of the date of receipt of such payment, failing which it shall be deemed to have accepted the correctness of such payment.
- (I) RCIL shall not be restricted in any manner whatsoever in fixing its charges/tariffs which it considers appropriate in its sole discretion, to be levied on the Subscriber for the Product(s). Provided that RCIL shall endeavor to inform the Student Developers of all the pricing in advance.

Authorized Signatory of RCIL	i) Student Developer	ii) Student Developer	iii) Student Developer	iv) Student Developer	Authorized Signatory of the Institute