

**REVENUE SHARE AGREEMENT**

This agreement is executed on \_\_\_\_<sup>st/nd/rd/th</sup> day of \_\_\_\_ Month of 2022 and the same is 'Revenue Share Agreement' which determines and prescribes the **'Terms and Conditions for Revenue Sharing'** between **Gujarat Fibre Grid Network Ltd. i.e. 'GFGNL' - 'First**

**Party’ to the present agreement and the ‘Service Partner’ i.e. ‘Second Party’ to the present agreement**

FIRST PARTY BEING:-

**(1) Gujarat Fibre Grid Network Limited** (CIN U74999GJ2016SGC093925), a Company incorporated under the provisions of the Companies Act,1956/2013 and having its registered office at Block No. 1, 8<sup>th</sup> Floor, Udhog Bhavan, Gandhinagar - 382010, India (hereinafter referred to as **“GFGNL”** which expression shall unless repugnant to the context or, meaning thereof, include its successor and assigns) represented through MD, GFGNL, who is duly authorized vide Board Resolution / Power of Attorney; herein the present agreement be referred as **“FIRST PARTY”**

AND

**(2)** \_\_\_\_\_,  
A company registered under provisions of Indian companies act 1956 or 2013 / A partnership firm duly registered under provisions of Indian partnership Act, 1952/ Proprietorship Firm (as the case may be); having its registered office at \_\_\_\_\_,  
through its authorised signatory i.e. concerned director/ partner / proprietor (as the case may be) namely Mr/Ms. \_\_\_\_\_ having address at \_\_\_\_\_,  
which shall be addressed as Service provider- **SECOND PARTY**

in the present agreement. The revenue sharing agreement is executed between aforementioned First party and Second Party on following terms and conditions: -

The first party i.e. **GUJARAT FIBRE GRID NETWORK LTD.** i.e. **GFGNL**, is a company duly registered under provisions of Companies Act, 2013 and the same is established and promoted as a special purpose vehicle by the Government of Gujarat for regulating, maintaining and establishing the network of BharatNet Project (Phase-II) in the State of Gujarat. The **First Party** is promoted by the Government of Gujarat and the same is Government of Gujarat Company so far as the provisions of Indian Companies Act, 2013; are concerned. The **'First Party'** is also having its authority to execute agreements including Revenue Sharing Agreements with the **Second Party** to get connections from **Optical Line Terminal** (OLT) / **Optical Network Terminal** (ONT) of the **First Party** for providing internet services to be rendered by **second party/ Service provider** to its various customer/ internet service subscribers. **Second Party** / Service Partner is a Company / Unit having Unified License or ISP license providing internet services across India/ LSA / SSA or ISP-VNO license holder.

**1. REVENUE SHARING AGREEMENT- MEANING AND  
PURPOSE OF THE AGREEMENT**

Revenue Sharing Agreement means the present agreement duly executed between the **First Party** and the **Second Party**, executed on the terms and conditions mentioned in the present agreement.

The abbreviations / definitions of various terms for the present revenue sharing agreement which make out the meanings of various terms and conditions of the present agreement are set out and mentioned herein below:

- i.** “Agreement” means the entire terms and conditions set forth herein along with any annexes or any amendments thereto made in accordance with the provisions contained herein.
- ii.** “API” means Application Programming Interface.
- iii.** “GFGNL NMS” means GFGNL’s Network Management System.
- iv.** “BSS” means Business Support System.
- v.** “OSS” means Operations Support System.
- vi.** “FTTx” means Fiber to the ‘x’.
- vii.** “GoI / Government” means Government of India.
- viii.** “ROW” means Right of Way.
- ix.** “TRAI” means Telecom Regulatory Authority of India.
- x.** “WANI” means Wi-Fi Access Network Interface.

- xi.** “ONT” means Optical Network Terminal
- xii.** “OLT” means Optical Line Terminal
- xiii.** “LSA” means Licensed service area
- xiv.** “SSA” means Secondary Switching area
- xv.** “ISP-VNO” means Internet Service Provider (Virtual Network Operator)
- xvi.** “ROW” means Right of Way
- xvii.** “CAPEX” means Capital Expenditure
- xviii.** “OPEX” means Operational Expenditure
- xix.** “CPE” means Consumer Premise Equipment
- xx.** “TSP” means Telecommunication Services Provider

### **OBJECTIVE OF THE AGREEMENT**

This agreement duly executed between the **First Party** as well as the **Second Party** of the present agreement provides the terms and conditions for providing the High Speed Internet /Broadband Service Connections to the **Second Party** to enable the **Second Party** to provide the High Speed Internet /Broadband Service Connections/ Internet Line Connections / Internet Facilities using FTTX and Hybrid Connections to the subscribers/ customers/ Clients of the **Second Party** i.e. of the **Service Partner**, by having access through OLT (Optical Line Terminal) to ONT (Optical Network Terminal) of the first party through any installation or laying down of cables by second party for providing High Speed Internet /Broadband Service

Connections to various customers/ subscribers/clients of **Second Party**.

The description of location of OLT duly established, maintained and arranged and owned by first party is as under i.e.”

**(DESCRIPTION LOCATION OF OLT)**

The description of location of getting connection by **Second Party** through OLT Location of the First Party and for laying down the cables duly connected to the OLT of the **First Party** and the location and description of allowing the cable connection of **Second Party** for having High Speed Internet/ Broadband Service Connection/ is mentioned herein below:

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The description of location of ONT duly established, maintained and arranged and owned by first party is as under i.e.”

**(DESCRIPTION LOCATION OF ONT)**

The description of location of getting connection by Second Party through ONT Location of the First Party and for laying down the cables duly connected to the ONT of the First Party and the location and description of allowing the cable connection of Second Party for having High Speed Internet/ Broadband Service Connection/ is mentioned herein below:

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The **Second Party - Service Partner** may be allowed to have cable connection / to insert bandwidth through installation of cable by allowing the second party to get its connection with the OLT/ONT Location arranged and prescribed in the present agreement and the **Second Party** shall be entitled to get connection of its cable by connecting it through the infrastructure duly provided by the **First Party** at the OLT/ONT Location duly prescribed in the present agreement, on compliance of and continue to comply with the terms and conditions of the present agreement.

## 2. TERMS & CONDITIONS

**3.1** The **First Party** reserves its absolute right authority and privileges to allow the second party to have access to the OLT/ONT location and High Speed Internet Broadband infrastructure arranged by the **First Party** and it is the sole discretion of the first party to allow the **Second Party** to have the usage of infrastructure duly established, managed and arranged by the **First Party**, and in return, by agreeing to this agreement, both the parties agree to share Revenue in split of 25% : 75%; wherein the First party will be entitled to 25% of entire Revenue; and second party will be entitled to 75% of its entire revenue. The capital investment, operational cost, overhead expenses, recurring expenses etc. all such

costs and investments will be carried out and made by the Second Party, wherein the **second party** provides the service of High Speed Broadband Internet to its end-users by using the **OLT/ONT lines which are owned, established and operated by the First Party.**

**3.2** It is agreed by and between the First and Second Party that the Second Party, by executing the present agreement, the second party will be permitted to have the access to the Infrastructure of first party at prescribed Locations arranged by the **First Party** for a period of **10 years from the date of agreement.** However the **First Party** reserves absolute right and privilege to disallow the **Second Party** and to discontinue the aforesaid infrastructure facility of the first party to the **Second Party** even before the period of validity of the present agreement if the **Second Party** commits any breach of any of the Terms And Conditions of the present agreement or due to various other reasons including network feasibility as well as various other reasons which would include existence of circumstances which would warrant the discontinuation of the facility provided by the **First Party** which would include Force Majeure / Act Of God or any other reasons i.e. due to enactment of statutory provisions or amendments which may be made implementative after execution of the said agreement, the First Party reserved its all the Rights And Privileges to terminate the present agreement and to disallow the aforesaid infrastructure



access to the **Second Party** and the decision of the **First Party** in this regard shall be binding to the **Second Party**.

**3.3** On expiration of the period for which the present agreement is executed, the same will automatically come to an end to and it will be the sole discretion of the **First Party** to execute fresh agreement from the fresh period and on fresh Terms and Conditions which shall be agreed upon the **First Party** and **Second Party**, however on completion of the validity period the said agreement shall come to an end to.

**3.4** The present agreement is executed, and after verifying asserting the accounts of the **Second Party**, and on complete satisfaction of the **First Party** to the effect that the **Second Party** has discharged its obligation of making payment of prescribed share through the earnings/ Revenue generated by the **Second Party** through its clients/ customers/ subscribers by usage of infrastructure through **First Party** and on further satisfaction to the **First Party** to the effect that nothing remains as outstanding dues for the **Second Party** and on complete satisfaction of the **First Party** to the effect that the **Second Party** has complied with all the Terms And Conditions of the present agreement, both the parties in the present agreement agree to share the revenue, wherein every sort of capital and overhead expenditure may be invested by the Second party, by using the premise of the First party as a source of connection, and in return the

second party agrees to share 25% of their entire revenue with the First party.

**3.5** The parties do hereby agree that if during the validity period of the agreement, if any amount or part of amount from the revenue sharing right of the **First Party** remains unpaid by the **Second Party**, then it will be the sole discretion of the **First Party** to terminate the present agreement and in that eventuality, the **First Party** shall have all the rights to initiate appropriate proceedings before appropriate forum to recover the amount of outstanding dues which would become due and payable by the **Second Party** to the **First Party** i.e. 25% of the Revenue Received by the **Second Party** through its Customers/ Clients/ Subscribers for having access to infrastructure provided by the **First Party**.

**3.6** The first party shall be entitled to have 25% share of the total amount of revenue received by the second party through its Customers/Subscribers / Clients for providing High Speed Internet Broadband / Internet Line Connections / Internet Facilities using FTTX and Hybrid Connections through infrastructure provided by the first party i.e. 25% of the net revenue/ net amounts of income/net amount of bills raised by the second party upon its subscribers / customers. The license fee and other applicable statutory tax(es), as may be applicable on the revenue shall be payable by Service Partner, prior to the computation of the net revenue and in

terms the respective shares of revenue of GFGNL and the Service Partner

**3.7** The **Second Party** hereby agrees to share the Monthly revenue earned, such sharing with the **First Party** in a percentage proportion of 25% of the Total revenue earned by the Second party using the infrastructure of OLT / ONT provided by the **First Company**, and such sharing of Revenue should be transferred on or before 15<sup>th</sup> of Every Month and be shared with the First Party in a monthly cycle ending on /or before 15<sup>th</sup> of every month.

**3.8** The first party shall have all the rights and privilege to have an access to names, numbers, addresses and details of locations along with Internet/Plan subscription details of all the members/subscribers/customers/clients of the **Second Party** who would be provided the sub-connections through installations of cable by **Second Party** and the **First Party** shall have all the rights to have all the details of all the customers, number of customers and the amount of respective bills raised by the **Second Party** to all such customers of the second party for providing the High Speed Internet /Broadband connections and the First Party shall have right to have access to the accounting system generated adopted by the Second Party for issuing bills to its customers/ clients/subscribers for receiving the payments of the bills raised by the **Second Party** upon various customers and the **First Party** shall have absolute right to get connected

with the amount of various bills raised to the various customers and the payments made by various customers/ clients/ subscribers of the **Second Party**.

**3.9** The **Second Party** agrees to produce comprehensive and detailed list of customers/ clients/subscribers who are availing or have availed their service of broadband; upon request of the **First Party**. The **First Party** shall have extensive rights to call for record of the users/customers/ clients/subscribers of the Service provided by the **Second Party**, and upon making such a request of production of list with details of customers/ clients/ subscribers; the Second Party may undisputedly supply such details to the **First Party**.

**3.10** The second party should show the proper list and details of their clients and any such unaccounted client which does not reflect upon the list/details provided by the **Second Party** may be subjected to physical audit by the First Party /GFGNL Personnel and if the said connection holder is found missing from the list of customers/ clients/ subscribers, supplied by the Second Party, then in such an eventuality, the GFGNL Authorities may make physical inspection and disconnect the connection/s of such unaccounted user. In eventuality to the effect that the Second Party fails to reflect the user details in the list of their customers/ clients/ subscribers, in such an eventuality, the Second Party shall be subjected to penalty of **Rs. 10,000** (in words rupees ten thousand), since the

revenue earned, shall reflect receipts/ payments from every single user, and no user shall be missed or overlooked or be missed-out from being recorded in the list of customers/ clients/subscribers; that may be supplied to GFGNL.

**3.11** The second party shall give an update of all the technical details of the customers / internet users / clients of the second party and details of addition of customers or reduction of customers shall be provided to the first party on 'continuous basis' that is the current and live data of the bills generated by the second party upon the customers and clients of the second party and the details of payments received from such clients of **Second Party** and increase and/or decrease in the number of subscribers/customers of the **Second Party**, all such details shall be provided to the first party by the **Second Party** and list of clients, bills raised to the clients, number of clients data usage of clients, all such payments received from customers/ clients/ subscribers; by second party, all such details shall have to be sent to the first party on 24/7 i.e. hours basis i.e. all such details shall be provided to the first party.

**3.12** The Second Party Agrees to share live-line accounting data through Application Programming Interface (API) which is an accounting software which ensures the correct, true, reflective and vigilant effect on systems of both the parties and in case of any accounting and monetary nature entries, the same may be reflected without any unreasonable delay.

The Second Party is bound to maintain duly verified, true and sound accounting system for Revenue accounting, and the **First Party** shall have seamless access to such a system of API wherein transparent audit may be continuously/ endlessly carried out by both the parties.

**3.13** The **Second Party** hereby agrees to produce all sorts of accounting books relating to Revenue accounting, upon request of the **First Party**, and such production of books shall be carried out without unreasonable delay.

**3.14** The Second Party hereby agrees that, in case of any misappropriation pertaining to revenue calculation, if found in the books of accounts by way of carrying out general audit by the **First Company**, then the Second Company shall be subjected to transfer the 25% of total amount of misappropriated amount with an overhead penalty of **20% of the total amount misappropriated funds**, and if the said misappropriation is found with an after-effect, the interest rate of 12% shall also be paid to the Second Party by the first Party. For the sake of Eg. If the Misappropriated Amount comes to Rs. 1,00,000, then as per the revenue sharing percentage, the First Company shall be out rightly paid 25% of the misappropriated value i.e. 25% of Rs.1,00,000/- i.e. Rs. 25,000, and if such misappropriation is found out by **First Party**, the **Second Party** shall be penalized with 20% of the total misappropriated funds as a **penalty** i.e. 20% of Rs. 1,00,000/-, thus penalty amount being Rs. 20,000/-.

And, for instance, the said misappropriation is aging 3 months back, then interest with calculation of 12% per month shall be paid by the **Second Party** to the **First Party** as '**Amount of Payable Interest on Misappropriated Funds**'.

- 3.15** It is agreed by both the parties that, once the FTTx provisioning count crosses 50 numbers at a particular GP, as an incentive to partner, first dark fibre between OLT and ONT will be offered to service provider at 25% discounted rate of base rate of dark fibre leasing. (Rs. 4500/km/annum/fibre). The eligibility of incentive would suo moto after due diligence of various factors like clients, type of revenue, amount of revenue etc. and the eligibility of the same shall be communicated by the GFGNL Authorities, and the same will expire if the count of net-working connections on that GP reduces below 50.
- 3.16** If any service partner willing to install own OLT and ONT for revenue sharing model, GFGNL shall provide single dark fibre from OLT to ONT as per the feasibility and availability in lieu of 25% revenue share.
- 3.17** GFGNL shall facilitate for providing space and Infra at OLT locations as per the availability. The charges for the same will be borne by service partner. If same is not available, service partner has to make own arrangements.
- 3.18** The GFGNL shall facilitate for providing space at ONT locations as per the availability. The charges for power will be

borne by service partner. If same is not available, service partner has to make own arrangements.

- 3.19** The GFGNL will facilitate RoW for rolling out the services as per the ROW agreement with the state governments. RoW charges will be borne by Service Provider.
- 3.20** It Is hereby agreed that No CAPEX or OPEX for other than existing network and resources shall be borne by GFGNL.
- 3.21** It is agreed that GFGNL will be responsible for Operation and Maintenance of BharatNet Phase-II network, and not anything beyond the BharatNet Phase-II network.

#### **Scope and Responsibilities of Service Partner/Second Party**

- 3.22** The second party/ service partner undertakes that it has valid license for provisioning of telecom services or extending backhaul services by the appropriate Government authority. The Service Partner shall directly or through its franchisee or partner invest, establish, and maintain last mile network required to be laid from BharatNet Network to Customer premises (Private Agencies/ Institutions/ Customers etc.) including CPEs/Routers installed for providing FTTX connections keeping in view their own partnership/ franchisee agreement
- 3.23** The first party shall have no responsibility in respect of installation and connections beyond the OLT/ONT location/ prescribed location as prescribed by the **First Party** and it will be the sole responsibility of the **Second Party** to install



and lay down such cables and to continue to maintain the same so as to provide the high speed internet broadband facility to its customers/ clients/ subscribers.

**3.24** The second party undertakes to maintain the cable connections beyond OLT/ONT locations and undertakes to continue to maintain such connections for making available the High Speed Broadband Internet Connection Facility for its customers/clients/subscribers and if any technical problem will arise or any fault or damage will occur, such connections i.e. beyond the OLT/ONT locations, then the **Second Party** undertakes to resolve any such technical issues on its own cost and through its own infrastructure and manpower and undertakes to restore/ continue to restore the High Speed Internet and **First Party** shall have no responsibility in this regard if any fault or defect occurs in cable connection or in relation to installation of sub-connections or cable connections by the Second Party to its customers. The **Second Party** undertakes that if any kind of damage or problem occurs in connection with the cable line installed beyond the OLT/ONT location by the **Second Party**, and if any defect or problem will occur, in connection with the further lines/ further cable connections attached to the concerned locations/ customers/ clients of the **Second Party** and for reasons of such technical faults, technical problems or breakdown of cable connection beyond OLT/ONT locations or due to any technical reason of cutting/ breakage of cables

installed through second party, the **First Party** shall have no responsibility to get it repaired and **First Party** shall have no responsibility if any dispute or problem arises due to aforesaid reasons and due to disruption of internet facilities to the customers/ clients/ subscribers of the second party and if any dispute arises in this regard by and between the customers/ clients/ subscribers of **second party** with the **Second Party**, then and/or if any proceedings are being initiated, before the Consumer Disputes' Redressal Forums or before Consumer Disputes Redressal Commissions or before Various Hon'ble Civil Courts/ various Hon'ble Forums or if for any reason Criminal Proceedings/ complaints have been initiated, by or through the customers/ or any third party or authorised signatory or Power of Attorney Holder of the **Second Party** or by any person in connection with such issues related to breakdown of internet connection, then the **First Party** shall have no concern in this regard and the **Second Party** undertakes to resolve all such proceedings, complaints, and grievances of the customers as a sole responsibility of the **Second Party** only and if any responsibility to pay amount of damages for disruption of such internet connection to the members of the second party arises or if any Hon'ble Court or Consumer Dispute Redressal Forum/ Commission or any authority passes any order on the basis of grievances of the such consumers, and if any liability/damages to pay the amount order by any

- court/authority arises, the **Second Party** undertakes to meet with the same and the **First Party** shall have no concern in this regard.
- 3.25** If the second party commits any breach of any terms or conditions to the present agreement, and/or if **Second Party** commits any breach of licence/ authorisation issued by concerned authority under statutory provisions, then the **First Party** shall have its own right to terminate the present agreement before expiration of its validity and in such eventuality **First Party** shall have the right to terminate the present agreement without giving any opportunity to the second party before the same.
- 3.26** The Service Partner / Second Party shall be responsible to manage and maintain customer services, grievances related to services & billing and provide 24X7 support on 'call center' with Trouble Ticket Mechanism.
- 3.27** The Service Partner / Second party shall be obligated to provide to GFGNL, customer information *including but not limited to*, from registration to activation, renewals, monthly revenue realization of respective customer along with data usage pattern of customer. OSS/BSS should be capable to give all required data and information by using system access.
- 3.28** The Service Partner/ Second party should ensure sharing required API of their BSS/OSS for integrating with GFGNL-NMS as and when required.

- 3.29** The service partner/ Second party shall create a separate account /admin panel in CRM module and give access of that admin panel to GFGNL for sharing access of the customers (Prepaid & Postpaid) created on GFGNL network.
- 3.30** The Second party/ Service Partner shall share all the details of revenue earned through services provided on GFGNL Network. This will also be open to audit by GFGNL, as and when desired by GFGNL even after the termination of this agreement. However, existing customer of Service Partner in this region who are already availing the services of the Service Partner/Second Party will remain outside the scope and purview of this Agreement and no revenue share will be applicable on such existing subscribers. Any new connection/ existing customer of the Service Partner moved to GFGNL network/ Customer using GFGNL's network shall fall under this agreement.
- 3.31** In his Service area, the Service Partner shall be obligated to provide services demanded by households/institutions in Rural areas (Block/GP/Villages) subject to techno-economic feasibility. Last mile installed and active/passive material used to connect end-customer by Service Partner will remain a property of Service Partner. To connect the Govt. institutions (like DAT office, police stations, health department locations, GUVNL, Post offices etc.) through GFGNL's network/infrastructure on revenue sharing, model

Service partner/Second party have to take **No objection certificate** from competent authorities of GFGNL.

### **REVENUE SHARE AND COMMERCIAL TERMS & CONDITIONS**

**3.32** Following Revenue Share arrangement is proposed under this agreement:

The ratio of the revenue share after deduction of Adjusted Gross Revenue and other applicable taxes shall be as under Business Model	Revenue Sharing Arrangement	
Company Name	GFGNL	Service Partner
Revenue Share Ratio	25%	75%

**3.33** The license fee and other applicable statutory tax(es), as may be applicable on the revenue shall be payable by Service Partner, prior to the computation of the respective shares of revenue of GFGNL and the Service Partner. Service provider shall pay GFGNL's revenue share on 'monthly bases'.

**3.34** The Parties agree that the aforesaid revenue sharing ratio will be applicable only new customers and the existing subscribers of the Service Partner that are already availing the Service Provider's services without using GFGNL's network shall remain outside the scope and purview of this

Agreement and the revenue share arrangement between GFGNL and the Service Partner. However, in case the existing customer of the Service Partner moved to GFGNL network or availing the services using GFGNL network shall fall under this agreement and the revenue share arrangement between GFGNL and the Service Partner.

### **BILLING OF THE SERVICES:**

- 3.35** Service Partner shall acquire FTTX customers in their own name as per licensor guidelines.
- 3.36** Service Partner shall be responsible for billing the FTTX customers as per the Tariff Plan (Prepaid & Post-paid) following TRAI Guidelines and provide mobile app & digital payment facility. Customer activation, disconnection and renewal should be automatic using software; no manual intervention is allowed to manage 'customer life cycle' for services, usages and quality purpose.

### **Moratorium / Holiday on Revenue Share and other conditions**

- 3.37** A holiday of **3 months** shall be given from the date of provisioning of bandwidth on request of Service Partner at respective OLT/ before Service Partner starts sharing the revenue with GFGNL under the Revenue Sharing Arrangement.
- 3.38** The sharing of Revenue would start immediately after 3 months at the share as applicable at the end of 3-months period. The Revenue would be shared for the period excluding

the period of holiday of three months. Revenue sharing will be applicable **OLT wise** which will be facilitated transparently from the OSS/BSS provided by service provider.

- 3.39** Service Partners may be allowed to insert bandwidth in the GFGNL network at nearby point of respective OLT. GFGNL can at its discretion permit pumping at Block/District level. The decision of continuance of block/district level bandwidth provisioning will be at sole discretion of GFGNL/First Party based on network feasibility and may be reviewed in future.

#### **PAYMENT TERMS**

- 3.40** The revenue share amount shall be remitted to the First Party / GFGNL by the Second Party / Service Partner in the following Bank Account:

<b>Bank Name</b>	State Bank of India
<b>Bank Address</b>	Udhyog Bhavan, Sector-11, Gandhinagar, Gujarat
<b>Bank Account no</b>	36242993620
<b>IFSC Code</b>	SBIN0060228
<b>MICR Code</b>	380002128
<b>Branch Code</b>	60228

**PAYMENT OF REVENUE SHARE AMOUNT TO GFGNL**

- 3.41** The payment of revenue share to the First Party /GFGNL for the previous month shall be made by Service Partner on or before 15<sup>th</sup> of next month. The details of monthly bills raised, realized amount from the customers, revenue share amount due to be paid to the First Party /GFGNL shall be provided to respective MD, GFGNL and CFO & AO, GFGNL.

**TAX COMPLIANT IN-VOICE**

- 3.42** GFGNL shall raise a tax compliant In-voice on the Second party/ Service Partner after receipt of its revenue share for adjustment of the same

**DELAY IN PAYMENT OF REVENUE SHARE**

- 3.43** If the payment of revenue share is made between 16<sup>th</sup> to last day of next month, a penalty of **10%** of GFGNL Share will be levied on the Second Party i.e Service Partner, beyond which the service will be discontinued immediately thereafter. Services will be continued only after payment of outstanding dues along with re-connection fee of **Rs. 10,000** (in words rupees ten thousand) per OLT.

**FORCE MAJEURE**

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- 3.44** If the cable network made available by the first party, gets disrupted, interrupted due to the reason beyond the circumstances of the first party, or due to circumstances beyond the control of the first party; or due to act of god or due



to forced majeure or due to natural calamity, flood earthquake, accidents or due to orders/ notifications/ resolutions of the Central Government Authorities or by the State Government authorities to immediately discontinue the network provided by the first party to the second party by any such orders/ notification/ resolution of the Central Government or Government of Gujarat, and because of the aforesaid reasons which is beyond the control of the first party, and in such eventuality if the network compatibility is disputed or comes to grinding halt for a particular period and that too for any reason beyond the control of the first party or due to any natural calamity, or act of god then, or because of any reason not within the control of the first party, it would not be open to the second party to seek any kind of damages if at all the same could occur to the second party due to aforesaid eventuality and the first party shall have no responsibility or obligation to indemnify the second party if at all the second party suffers any kind of loss or damage due to disruption and interruption caused due to forced majeure; during the period of contract as per the present agreement .

**3.45** Notice of happenings of any such eventuality in 3.45 is given by either party to other within 21 days from date of the occurrence thereof, neither party shall by reason of such Force Majeure events, claim damages from the other party, in respect of such non-performance or delay in performance, and provision of deliveries/services under this agreement shall be

resumed as soon as practicable after such an event comes to an end or ceases to exist and the tenure of this agreement shall be extended by a term equal to the time lost on account of such Force Majeure event

### **TERMINATION**

**3.46** If the second party commits breach of any terms and conditions of the present agreement or commits breach of terms and conditions of licence/ authorisation/ permit granted by the concerned statutory authorities, to allow the Second Party to provide Fast Broadband Internet Connection for its customers/clients/subscribers, then the **First Party** shall be entitled to terminate the present contract even before the period of its validity provided the first party / authorised signatory / concerned advocate of the first party shall have a right to issue a notice upon the **Second Party** incorporating the alleged breach of any term or condition of the present agreement by the second party, and calling upon the second party to furnish its explanation as to why contract should not be terminated before its validity period for such a breach or default committed by the second party and if within 7 days of receipt of such notice issued by such party, the **Second Party** fails to give explanation to the satisfaction of the **First Party** to the effect that there is no breach or default of any term or condition of the present agreement by second party, and on Non-acceptance of such explanation / reasons

furnished by such party, in response to such notice issued by the First Party for proposed action, it will be open for the first party to issue to take a decision and to pass order for termination of the agreement executed with the **Second Party**.

**3.47** If the Second Party or its director/ partner or property (as the case may be) has been declared insolvent / bankrupt by the concerned Hon'ble Court/ National Company Law Tribunal under relevant provisions of law, by the appropriate forum or of the authorized signatory / concerned director/ proprietor, then in that case the First Party shall be entitled to terminate the contract before it's validity period without even issuance of any notice to the second party in this regard.

**3.48** Notwithstanding anything contrary contained in this Agreement, this agreement may be terminated by either party by serving a 90 (ninety) days' notice in writing ('termination notice').

**3.49** GFGNL will reserve all rights to terminate this agreement at any time by serving the termination notice in case of fraud or misrepresentation found from Service Partner and/or its representatives.

### **INSPECTION AND MAINTENANCE**

**3.50** The second party shall allow the first party, the authorised signatory of the first party, their technicians experts appointed and nominated by the first party; such engineers

and technicians and authorised signatories of the first party; to carry out inspection, maintenance and or any kind of repairing work in connection with any line of connection connected with ONT/OLT which will be permitted to be used by the **First Party** for the purpose of general inspection, repairing and maintenance (if required) ; and the **Second Party** or its authorised signatory shall always allow the access to the **First Party** or its engineers during the relevant period of time which the concerned authorised signatory or **First Party** deems fit for carrying out inspections during the period of subsistence of the present agreement.

#### **DISPUTE RESOLUTION MECHANISM**

**3.51** If any question or dispute arises in respect of Terms And Conditions of the present agreement then the same shall have to be referred to the concerned authorised signatory/ Director GFGNL for conciliation / for settlement of such dispute and in such exigency, either of the parties to the agreement shall be at liberty to issue communication/ Notice to the another party to the agreement calling upon such another party as to why such a dispute or breach of Terms And Conditions of the agreement and dispute arising in relation there to, may not be referred before the concerned authorised signatory /Director GFGNL for amicable settlement, and if after receipt of such notice issued by such parties to the agreement, if another party fails to give

response to the same or fails to give consent to the same by sending further communication/response within the period of **7 days** from receipt of such notice or communication issued by such party who is willing to resolved such dispute through intervention of the concerned head/ authorised Signatory of GFGNL; then such party to the present agreement shall be at liberty to make request to concerned Head/ Authorised Signatory of the **First Party**/ Director, GFGNL to appoint the arbitrator under provisions Of Arbitration and Conciliation Act 1996, and by further amendments made in the said Act; as well as under various provisions which have been amended from time to time and in such eventuality, such dispute shall have to be referred to and resolved through adjudication process on appointment of Arbitrator who shall be duly appointed by such authorised Signatory/ Director of GFGNL; and the appointment of concerned person as Arbitrator, by the concerned Director, GFGNL shall be considered as final decision and it would not be open to the parties to the agreement to disagree with the decision of the concerned Director of GFGNL of appointing a person as sole arbitrator for resolving dispute as stated herein above, and such decision shall not be questioned by parties to the present agreement before ant court of law or before any forum.

**3.52** The sittings/ proceedings of the arbitrator duly appointed by the concerned Director, GFGNL as per clause **3.51** Shall

conduct the proceedings i.e. arbitration proceedings in the office of Head/ Director GFGNL;, Gandhinagar only, however it will be open to such Arbitrator to conduct the sittings of Arbitration proceedings at any other place other than the office of head/Director of GFGNL, in Gandhinagar or in Ahmedabad city.

### **JURISDICTION TO CHALLENGE THE ARBITRAL AWARD**

**3.53** The present agreement is executed at (Ahmedabad/Gandhinagar) \_\_\_\_\_ and therefore as the arbitration proceedings have been provided to be conducted in Gandhinagar/ Ahmedabad as provided herein above, the Hon'ble Court at Gandhinagar/ Ahmedabad shall have territorial Jurisdiction to adjudicate further proceedings arising from the award passed by the Hon'ble Arbitrator.

### **MISC. TERMS AND CONDITIONS**

**3.54** The present agreement is executed between **First Party** and **Second Party** to the present agreement and the **Second Party** undertakes to fulfil and comply with all the terms and conditions of all the agreement and would not allow **ANY Third Party** to have the right and access to the cable connections and internet lines which have permitted to be installed on the basis of terms and conditions of the present agreement. If **First Party** comes to know about the act of second party of allowing third party to undertake the

function of providing internet connections through OLT/ONT locations, then **First Party** shall have all the rights to terminate the contract and to discontinue the access to infrastructure facilities provided and established by the **First Party**, even before the expiration of the validity period of the present agreement and if such exigency occurs, it will be open for the **First Party** to issue notice calling upon such Second Party as to why the contract may not be terminated to due breach of the present clause as well as by allowing the **Third Party** to have complete control over the cable connections got installed through infrastructure established and maintained by the **First Party** permitted to be installed by **Second Party** only and if the **Second Party** fails to give any satisfactory explanation, within a period of 7 days from the receipt of the notice/ communication in this regard from the **First Party**, then it will be absolute right of the first party to terminate the present contract and to penalise the Second party in discrepancy in revenue account or misuse of OLT/ONT Lines, such penalties is exclusively/ extensively explained in this present contract by way of separate term/condition.

**3.55** Second Party or GFGNL at any point of time during the tenure of the agreement shall not transfer any of its right under this agreement to any other entity without prior written approval/permission of GFGNL or Second Party. It shall not be obligatory on the part of GFGNL/ Service Partner

to grant such approval/permission. Subletting of assets to any agency, whomsoever, shall not be allowed.

**3.56** If after having access through the OLT/ONT location infrastructure of internet facility made available by the first party, if directly or indirectly or intentional or unintentional or even after taking all the due care by the **Second Party**, if any kind of damage or loss causes, to the High Speed Internet facility made available through OLT/ONT made available to first party, then in such eventuality, the **First Party** shall have all the rights to get indemnified such loss or damages occurred to the first party or its infrastructural facilities made available to the second party.

This agreement shall be effective from date of signing of the agreement.

#### **VALIDITY OF THE AGREEMENT**

**3.57** This agreement shall remain valid for a period of 10 years (ten years) commencing from the date of agreement. However, the agreement shall be reviewed before the expiry of period. Extension, if any, of this agreement shall be done depending upon mutually agreeable terms and conditions between GFGNL & Service Partner, in writing.



### **AMENDMENTS**

**3.58** This agreement may be amended or modified, if necessary, by written instrument signed by the Parties and the same shall be considered as an integral part of this Agreement.

### **NOTICE OF DEFAULT**

**3.59** Notice of default given by either party to the other party under this agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered by Registered mail, or through electronic mode of services or through speed post and addressed to the signatories to this agreement.

### **CORRESPONDENCE**

**3.60** All communications from GFGNL to Service Partner and vice-versa shall be addressed to the Nodal officer nominated by Parties in writing for the purpose of this work.

### **CONFIDENTIALITY AND NON-DISCLOSURE**

**3.61** All parties acknowledge the confidentiality of the information, which may be exchanged between the parties from time to time as being essential to this agreement and agree not to disclose the same to any outside party. However, each party shall be free to disclose such information as:

- a) Part of the public domain at the time of disclosure or

b) Required to be disclosed by official authorities in accordance with the applicable laws.

**3.62** The parties shall not use logos, trademarks and intellectual properties of each other unless specifically permitted by other party, in writing.

**3.63** In case any confidential information is divulged by a party to the other party for proper implementation of the Agreement, the other party shall use its reasonable endeavors to ensure that its employees, agents, contractors, and advisors do not disclose it to a third party.

**3.64** It is further agreed that from time to time, either party may make available to the other party information of a confidential and/or proprietary nature including, but not limited to, technical and commercial information, in a written form marked as 'confidential'. All confidential and/or proprietary information transmitted by one party to the other shall be treated by the receiving party with the same care as such receiving party would exercise in the handling of its own confidential and/or proprietary information, but not less than reasonable care. Such receiving party shall not disclose such confidential and/or proprietary information to any third party unless it receives the prior written consent of the disclosing party and subject to such terms and conditions as the disclosing party specifies. Upon expiry and termination of this Agreement for any reason, all such confidential and/or proprietary information of the disclosing party shall be

immediately returned to the disclosing party and the limitations and undertaking specifies in this clause shall remain in effect even after the date of termination or expiry of this Agreement.

The above shall not apply to:

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- I)** Information required to be submitted legally to any statutory or regulatory authority, provided that prior to such disclosure, the disclosing party shall inform the party of the nature and content of the disclosure being affected; or
  - II)** Such information is generally available to the public other than as a result of breach of this Agreement; or
  - III)** Such information is developed by the recipient, independent of any disclosure made hereunder; or
  - IV)** Such information is already in possession of the recipient without restriction and prior to any disclosure by the other party.
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#### **INCONSISTENCY WITH LAW**

**3.65** This agreement is subject to statutory regulations in force & if any provision of this Agreement is inconsistent with such regulation, the agreement shall be modified accordingly. Such inconsistency is inclusive of any directions given by regulatory body/ Government of India in present & in future. If any provision of this Agreement shall be held invalid, the

remaining provisions hereof shall continue to be binding upon the Parties.

### **SYSTEM PROTECTION AND SAFETY**

- 3.66** Each party is responsible for the safe operations of its system & shall take all reasonable steps in its operation and implementation of this Agreement & to ensure that its respective equipment and network does not endanger the safety or health of employees or contractor, agents or customers of other party, damage, interfere with or cause any deterioration in the operation of the other parties' network.
- 3.67** If at any point of time, the **First Party**, or its authorised signatory come to know that the **Second Party**, has given incorrect data of details of its customers/ clients/ subscribers including incorrect details of total bills and total amount of bills raised by the second party to receive the internet usage charges/ respective amounts from its customers/clients/subscribers and if the **First Party** comes to know that **Second Party** has given incorrect details of payment received by the **Second Party** from its customers/clients/subscribers if the **First Party** comes to the knowledge about the incorrect details furnished by the **Second Party** about its total number of clients using the internet facility based on the present agreement to the **Second Party** and if the **First Party** comes to know about incorrect details of total revenue, received by the **Second**

**Party** from its customers, then in that case, it will be open for the **First Party** to gather information and details of number of clients enrolled through the **Second Party**, the bills raised by **Second Party** and payments and total revenues received by the **Second Party** from all its customers/clients/subscribers and it will be open for the **First Party** to gather such all details through its own infrastructure and if thereafter, the First Party shall be at liberty to make demand of the amount of 25% of total revenue sharing in the total revenue received, by the **Second Party** from its customers and **First Party** shall have all the rights to recover such amount to have the total amount to have the total amount to the tune of 25 % of the Total revenue received by the Second Party from its customers/clients/subscribers, and the **First Party** shall be at liberty to recovery any such amount which would become due and payable to have the total payment of 25% share on the part of the **First Party** from the total amount of bills/ payments/ revenue received by the **Second Party** from its customers, the **First Party** shall be entitled to initiate appropriate proceedings in this regard and shall have right to carry out inspection and audit of all the transactions and bills and payment received by the second party.

**THE AGREEMENT SHALL BE EXECUTED IN DUPLICATE**

IN WITNESS WHEREOF the Parties hereto have fully executed these present (this agreement) through their duly authorized representatives on this \_\_\_ day of \_\_\_\_\_ month of \_\_\_\_\_ year.

<p>SIGNED AND DELIVERED BY (for and on behalf of <b>Gujarat Fibre Grid Network Limited</b>)</p> <p>Signature:</p> <p>Name and Designation:</p> <p>Address:</p>	<p>In the presence of</p> <p>Signature:</p> <p>Name and Designation:</p> <p>Address:</p>
<p>SIGNED AND DELIVERED BY (for and on behalf of _____ - <b>Name of Service Partner</b>)</p> <p>Signature:</p> <p>Name and Designation:</p> <p>Address:</p>	<p>In the presence of</p> <p>Signature:</p> <p>Name and Designation:</p> <p>Address:</p>