

To

Date

Sub : Memorandum of Understanding

The general terms of Service level Agreement entered and declared is as below between <client company name>, hereafter referred to as “**The Client**” and ab infocom, hereafter referred to as “**The Vendor**”.

1. The Services rendered by **The Vendor** shall be non-exclusive and **The Vendor** shall be entitled to render similar services to third parties.
2. The agreed terms shall be valid for one (1) year commencing from date of agreement and may be extended for such period and or such terms as may be mutually agreed.
3. **The Client** will be solely liable for content provided/submitted to **The Vendor** servers to be made available and/or to deliver to the end users designated by the Client.
4. **The Client** will ensure that the information passed on to end users using **The Vendor’s** service platform do not violate any prevailing DOT/ TRAI rules or Judicial laws.
5. **The client** shall be solely responsible for any NDNC violations/complaints/fines imposed on account of NDNC complaints by the operator. This clause shall be applicable in both scenarios of NDNC Scrubbed and NDNC non scrubbed accounts.

Schedule of Charges for NDNC Complaints			
1st Complaint	Rs.500	2nd Complaint	Rs.1000
3rd Complaint	Account Disconnection		

6. **The Vendor** will not be liable for any damages and/or expenses incurred by **The Client** and/or the end users on account of the Services rendered by **The Vendor** to **The Client** under this arrangement.
7. **The Client** will obtain prior permission from end users explicitly and keep record of any such permission before starting the process of sending the SMS broadcast.
8. **The Client** will protect the technology and the proprietary software of The Vendor and not reverse engineer, decompile or disassemble any software disclosed and/ or provided by **The Vendor**.
9. **The Vendor** also shall time to provide a multilevel trouble shooter Escalation Matrix to the Second Party in sense of Customer support.
10. **The Vendor’s** Technical support will be limited to The Client by way of electronic media such as Internet, Email, telephone etc. from its development centre. **The Vendor** shall ensure that the services provided by it shall have an utmost uptime and keep the services live at the utmost level to the Client and uphold redundancy management for the transmission activities.
11. **The Client** has to inform thru email, the Alfa sender Ids to be configured in its bulk SMS account for its down line Users. It’s the responsibility of **The Vendor** to approve the same on proper verification as per TRAI norms and configure the same at the earliest for the messages to be broadcasted by the users. **The Vendor** has the right to change the Alfa or numeric sender Ids without serving notice or intimating the same to **The Client** if it perturbs socially, lawfully or not complying with the telecom norms of the Government.
12. Each Party acknowledges that any intellectual property rights used or adopted by a Party in the conduct of its business is the sole property of the respective owners. Further, each Party will use the intellectual property rights owned by the other Party only with prior written permission of the owner. Any such use shall cease immediately upon termination or expiration of this arrangement.
13. The Services provided herein are "as is" basis. The Vendor disclaims all warranties, express or implied, written or oral, including but not limited to warranties of accuracy, completeness, timeliness, correctness, merchantability and fitness for a particular purpose.
14. **The Client** agrees that The Vendor may at its sole discretion refuse or remove any SMS groups or keywords at any time for reasons, including but not limited to the following viz. the group name or content is in violation of laws of the country, infringing on copyright or is similar to an existing brand., defamatory or inaccurate representation or otherwise provocative in nature.
15. Either party will be entitled to terminate this arrangement arrived at between the parties as set out herein, without cause at any time by serving of a thirty (30) days notice in writing to **The Client**.
16. All outstanding fees and charges till the date of termination due to **The Vendor** shall become payable by **The Client** and shall be paid immediately on receipt of the invoice.
17. This arrangement will be governed in all respects by the Laws of India and Courts in Mumbai shall have jurisdiction to try and adjudicate any dispute arising here under.

Vendor Name	ab infocom
Vendor Address	102, nav rattan towers, 3955, msb ka rasta, johari bazaar jaipur.
Vendor Authorised Sig. Name	amit badia
Authorised Sig. Designation	owner
Authorized Seal Sig. Sign	

Client Name	
Client Address	
Client Authorised Sig. Name	
Authorised Sig. Designation	
Authorized Seal Sig. Sign	