BHARAT SANCHAR NIGAM LIMITED

(CORPORATE OFFICE/ VAS BRANCH)

2nd Floor Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi 1.

BSNL36)))) BSNLLIVE

No. 200-65/2004-NS(Vol-II)

Dated: 26 July, 2012

To,

PGM (CMTS)/ GM (CMTS), Chandigarh/ Pune/ Kolkata/Trichy

Subject: Addition of DATA based subscription service in Agreement No 200-65/2004-NS(Vol-II) dated 13th March, 2012 signed with M/s Hungama Digital Media Entertainment Private Limited in all four zones-regarding.

BSNL has signed an Agreement with M/s Hungama Digital Media Entertainment Private Limited on 13th March, 2012 for provision of SMS/DATA based VAS to Wireless Subscribers of BSNL in all four zones. The soft copy of the agreement is uploaded on BSNL's Intranet: www.intranet.bsnl.co.in for ready reference. The Company is providing these services on short code "54646".

2. M/s Hungama Digital Media Entertainment Private Limited has requested BSNL for addition of DATA based subscription service in its service portfolio. The request of M/s Hungama Digital Media Entertainment Private Limited is agreed upon and the following has been permitted to be added in the service portfolio of the agreement dated 13th March, 2012 signed with BSNL,

Service	No. of content	Subscription		
		For 7 days	For 15 days	For 30 days
Unlimited Game	Unlimited	Rs. 7/- (Rs.	Rs. 15/- (Rs.	Rs. 30/- (Rs. Thirty
Store		Seven only)	Fifteen only)	only)

- 3. The revenue share payable to M/s Hungama Digital Media Entertainment Private Limited in respect of above service is agreed as per the respective revenue sharing mentioned in the agreement for the said category of Financial Conditions (Part-II) of the Agreement dated 13th March, 2012 signed with BSNL.
- 4. The following conditions shall also apply:
- a. **Hungama** shall carry out the promotions regarding the availability of such services on BSNL's network and the tariff applicable, on its own.
- b. Hungama shall be responsible for intimating the subscribers about the financial implications of Subscription based services provided from time to time, before the subscribers commit to use any such services.
- c. As far as subscription services are concerned, the attention of **Hungama** is drawn to the directives of the TRAI wherein it has been said that the explicit consent of the subscriber should be taken before any renewal of subscription services. **Hungama** shall be responsible for putting in place a proper grievance redressal mechanism for any subscribers' complaints in respect of any subscription service.
- d. In all cases where the Value Added Services are activated through Out Bound Dialer or service provider initiated call or during pre-call ring-back announcements (both voice as well as automated) and where a consumer dials a specified telephone number or short code or a telephone number providing interactive session for subscribing to a Value Added Service, the service provider shall obtain confirmation from the consumer through consumer originated SMS or e-mail or FAX or in writing within twenty four hours of activation of the value added service and charge the consumer only if the confirmation is received from him

for such value added service and shall discontinue such value added service if no confirmation is received from the consumer

e. All other terms and conditions of the Agreement dated 13th March, 2012 shall apply mutatis mutandis to the above services & service provisioning in all zones

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

Copy to

- 1. Director (CM)/ Director(Finance), BSNL Board for kind information please
- 2. PGM(Regin)/ GM (NWO-CM)/ GM(P&P-CM)/ GM(Sales & Marketing-CM), BSNL Corporate office
- 3. All CGMs, BSNL All CGMs, BSNL
- 4. M/s Hungama Digital Media Entertainment Private Limited.