

## UNDERTAKING

This Undertaking to the SMS Services Agreement dated \_\_\_\_\_  
(Agreement) by and Between KAP Computer Solutions Pvt Ltd and \_\_\_\_\_

Both the parties has agreed to the **ANNEXURE I** attachment.

**CUSTOMER**

**KAP Computer Solutions Pvt Ltd**

**Signature:**

**Signature:**

\_\_\_\_\_

\_\_\_\_\_

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

## ANNEXURE I

Date:

To,

Company Name

Address

**Subject: Undertaking for SMS to registered Subscribers (as per TRAI Regulations)**

Dear Sir,

This is in reference to the SMS Services Agreement between KAP Computer Solutions Private Limited and \_\_\_\_\_ dated \_\_\_\_\_ (“Agreement”) for transmission of SMS promotional/Transactional messages sent through KAP Computer Solutions Pvt. Ltd., Platform (“Messaging Application/SMPP/XML/HTTP”) to our registered and valid customers (“Subscribers”).

We hereby undertake that,

- Per the Agreement, we have subscribed to transmission of SMS Messages to Subscribers via KAP Computer Solutions Pvt. Ltd., Messaging Application/SMPP/XML/HTTP.
- During the term of the Agreement we shall make a continuous effort to strictly comply with the applicable Telecom Regulatory Authority of India rules and regulations (“TRAI Regulations”) in force including but not limited to regulations applicable for the National Customer Preference Registry (“NCPR”) commercial communications and for the content of the SMS Messages.
- We shall strictly comply with TRAI Regulations applicable to the SMS Messages as stated in the below points.
  - (a) Any virus and malicious code that might disrupt, disable, harm, erase memory of, or otherwise impede operations, or functions of any software, hardware, wireless device, computer or any network.
  - (b) Any vulgar, obscene content, adverse, offensive / derogatory reference to (i) corporations or brands; (ii) any personality, living or dead; (iii) communities, living or extinct; (iv) to any city, building, geographical feature, etc. that can be singularly / uniquely identified in the world; (v) gender and (vi) physical / racial attributes.

- (c) Any content, which is lascivious or appeals to the prurient interest or the effect where of is such as to tend to deprave or corrupt any person.
- (d) Any content, the presentation, dissemination or disclosure whereof, infringes any intellectual property right or confidentiality obligation
- (e) Any content which KAP Computer Solutions Pvt. Ltd., acting in its sole discretion, declares to be opposed to standards of morality or decency, or to be opposed to public policy or any adverse, offensive / derogatory reference to any KAP Computer Solutions Pvt. Ltd., or any other companies, organizations, religious associations, political parties, governments (state and central), anyone's private life, any other commercial and non-commercial entities.

- We have subscribed to transmission of Transactional SMS Messages in the following allowed categories as per TRAI regulations via KAP Computer Solutions Pvt. Ltd., Messaging Application-

Sl No	TRANSACTION MESSAGE TYPE
1	Information pertaining to the account of its customer sent to the customer by a licensee or Bank or financial institution or insurance company or credit card company or depositories registered with Securities and Exchange Board of India or Direct to Home Operators
2	Information given by Airlines or Indian Railways or its authorized agencies to its passengers regarding travel schedules, ticket booking and reservation
3	Information from a registered educational institution to its students or their parents or guardians
4	Any message transmitted by or on the directions of the Central Government or State Government, TRAI or any agency authorized by TRAI, or on the directions of bodies established under the Constitution

- For Transactional Messages, the exact message content of the messages that will be sent through the Transactional message account provided to us by KAP Computer Solutions Pvt. Ltd., is shown in Annexure A. We agree to send no other messages than what is shown in Schedule A without the express written consent of KAP Computer Solutions Pvt. Ltd.,
- For Transactional Messages, the internal process we will follow to ensure that no messages other than what is shown in Annexure A will be sent through the Transactional message account provided to us by KAP Computer Solutions Pvt. Ltd., is described in Annexure B. We agree to follow this process without fail, and agree not to change this process without the express written consent of KAP Computer Solutions Pvt. Ltd.,

- For activation of a Transactional message account, KAP Computer Solutions Pvt. Ltd., reserves the right to request a deposit against the allocation of the service account.
- We undertake to compensate, indemnify, defend, and hold KAP Computer Solutions Pvt. Ltd., its officers, directors, agents, and employees (each, an “Indemnitee” and collectively, the “Indemnitees”) harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively “Claims”), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any KAP Computer Solutions Pvt. Ltd., Indemnitee, by reason of any Claim arising out of or relating to the content of the SMS Messages. NCPR Violations, breach of TRAI Regulations by Customer, breach of Confidential Information and/or third party intellectual property by Customer, any act, error or omission, or misconduct of Customer, its officers, directors, agents, employees, customers and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; or (c) breaches of any representations made in this undertaking or Agreement.
- We acknowledge and agree that KAP Computer Solutions Pvt. Ltd., may either review or disclose the content of such SMS Messages transmitted as it deems reasonably necessary or convert a transactional service account into a promotional account at its sole discretion.
- In case if any complaint register from your account or user id, You will have to revert with all the details and valid proof within 24 hours from time complaint has been raised. In case you fail to produce valid proof or don't not respond then we will treat as a valid complaint and fortify the penalty charges.

We understand that for any deviation on the above points KAP Computer Solutions Pvt. Ltd., has the right to (a) terminate the Agreement; (b) deactivate our account; (c) levy penalties and (d) take appropriate legal action and claim compensation. Any deviation or violations from the above points by us will attract a fine of up to INR. 1,00,000 per violation.

Thanks & Regards,  
**Authorised Signatory Signature**

**Stamp of the Organization/ Company**

#### **ANNEXURE A**

LIST OF TRANSACTION MESSAGES TO BE SENT THROUGH TRANSACTION MESSAGE ACCOUNT

#### **ANNEXURE B**

DESCRIPTION OF INTERNAL PROCESS TO BE FOLLOWED TO ENSURE THAT NO OTHER MESSAGE OTHER THAN THAT SHOWN IN SCHEDULE A WILL BE SENT THROUGH TRANSACTION MESSAGE ACCOUNT

#### **ANNEXURE C**

ACCOUNT LOG-IN DETAILS AND/OR ESME USERNAME TO BE ACTIVATED ON SERVICE ACCOUNT

#### **ANNEXURE D**

SENDER ID TO BE ACTIVATED ON SERVICE ACCOUNT