

FRANCHISEE AGREEMENT

This Agreement is made at _____ on _____.

Between

M/S. **Pegasuswave Private Limited**, having its registered Office at F-35, RMC, New Building, New Bus Stand, Karimpur, Nadia, West Bengal-741152, bearing license number DS-11/148/2021-DS-III issued by Department of Telecommunication, Government of India (hereinafter referred to as "**ISP**" which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns) of the First Part.

AND

M/S. _____ (**LCO**), having its registered office at

_____ (Address). (Hereinafter referred to as "**FRANCHISEE**" which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns) of the Second Part. Whereas, **ISP** is engaged in the business of Internet Services by virtue of its license agreement with Ministry of Communications, by the Department of Telecommunications, Government of India. This is a legally binding agreement for providing the Broadband Internet access services in the Territory of West Bengal (ROB) through fiber optical cable between **ISP** and the Franchisee. The scope of services and terms is attached in the attached Term Sheet and Schedules. This agreement, Term Sheet and Schedules shall constitute the entire agreement. This Agreement is effective only upon its full execution by both parties. By signing this Agreement, each party agrees to and accepts the terms of this Agreement, Term Sheet and Schedules. This agreement shall not be assigned by the Franchisee without **ISP's** prior written consent. **ISP** shall be entitled to assign this agreement to third parties and the Franchisee consents in advance to such agreement.

List of Services

- 1.1 Internet Bandwidth in retail fiber optical cable home segment – Under the ISP License of M/s **Pegasuswave Private Limited**.
- 1.2 Last mile services in licensed area West Bengal (ROB).
- 1.3 Triple Play Platform.
- 1.4 IPTV Platform.

1. Purpose

- 2.1 Franchisees shall use its cable network to provide **ISP** to Subscribers within the Territory.
- 2.2 **ISP** reserves the right to make any change, alteration, modification in the services, business exploitation model, revenue generation, models, charges, policies, specification etc. at its sole direction and the same shall be binding on the Franchisee.
- 2.3 Franchisee is permitted, by way of limited permission, to use the trademarks, trade names, copyrights, logos, or IPR's of **ISP** only for rendering Services for the duration of this term sheet and no right or interest is conferred in the Franchisee as a result of use.
- 2.4 The Franchisee agrees that the personnel employed by them will be skilled and equipped to ensure effective delivery of Services and ensure uninterrupted Service.

3. Price/Charges & Payments

- 3.1 The Operator will be entitled to get a commission from the payments of their customer. **Franchisees** shall pay to **ISP** a one-time non-refundable entry fee of Rs.10,000 (**Rupees Ten Thousand only**) in consideration of **ISP** providing technical know-how, business models, revenue generation models and trade name for rendering the Broadband Services. **The revenue generated by the Franchisee shall be shared in the amount of percentage which is _____% of base package /or / Rs: - _____ per user and costing of NLD price Rs: - ____/Mb which will differ from time to time and depends on NLD Capacity, / or / price of total bandwidth _____Mb taken by Franchise Rs: - _____, between ISP & Franchisee.**
- 3.2 The **Franchisee** shall collect all taxes dues of Central and State Government and /or Local Authorities as applicable from time to time from the Customers within 7th day of every month in advance before it is payable to the authority, that is 7th of each month and shall deposit the entire dues to **ISP** within the period. In case of a default, the Franchisee shall pay 10% interest on the amount payable to **ISP**.
- 3.3 The **Franchisee** shall also be responsible to collect the Internet Bandwidth Charges from the customers including taxes towards provisioning of Internet Bandwidth allocated to the Operator in the area of operation to be specified by **ISP**.
- 3.4 The package rates may change from time to time at the sole discretion of **ISP**.
- 3.5 The **Franchisee** will be entitled to collect charges from the customer as Network Access charges at the prevalent Market Rate as may be instructed by **ISP**.
- 3.6 **ISP** will issue the invoice/Cash Memos to the customers through the **Franchisee** and the **Franchisee** shall be responsible to collect the payment of all invoice/cash memos and remit the same to the account of **ISP** within 7th day of each month.
- 3.7 The **Franchisee** must maintain accurate records of all customers and books of accounts of all charges from them to the satisfaction of **ISP**. These records, accounts shall be made available to **ISP** whenever asked for the purposes of inspection and copying at all reasonable hours.
- 3.8 The **Franchisee** may with the permission and approval of **ISP** advertise as the Local Access Provider of **ISP** and fix trade name as such but shall not represent itself in any manner which would indicate or imply in any way that the Operator has more power or authority than that have been vested in it by **ISP**.

3.9 The **Franchisee**, however, shall not use the trade name or trademark of **ISP** without obtaining permission from **ISP** and if used shall not use the same in conjunction with any other trade name or trademarks, characters figures or marks. The **ISP** shall not in advertising, contracting or dealing with the parties/customers refer to the services by any other trade name or trademarks or service mark except as provided by **ISP**. The **Franchisee** can only use the mark "**Pegasuswave Authorized Local Area Provider**" on their own official papers.

4. Responsibilities of Franchisee

4.1 **Franchisee** shall provide the Services to Subscribers through its cable/Wireless network. Franchisee shall be solely responsible for installation of necessary cables, switches, hubs etc., at its own cost, for operation of the Services through its cable network.

4.2 **Franchisee** shall maintain the network till the Subscriber's premises and shall not do anything that would affect the business of **ISP**. Franchisee shall not use the connectivity provided by **ISP** for any other purpose other than for the purposes agreed between **Franchisee** and **ISP**.

4.3 **Franchisees** shall be responsible for service quality services within its cable network. **ISP** shall be responsible for the service quality up to **ISP** POP (Point of Presence).

4.4 **Franchisee** shall attempt diligently to enroll as many Customers as possible within the Territory for the Services. Franchisees shall not make any representation or warranty on behalf of **ISP**, which is not expressly authorized by **ISP**.

4.5 **Franchisee** shall permit **ISP** to audit the accounts of the Franchisee in respect of charges collected and remitted by subscribers.

4.6 **Franchisee** shall indemnify **ISP** against any action, claim, loss or damage, caused to **ISP** as a result of any misrepresentation, negligence or breach of this Term sheet. This clause shall survive expiration or termination of this Term sheet.

4.7 No **Franchisee** shall represent or issue statements to the press or the public regarding **ISP** without the express and written consent of the **ISP** in writing.

4.8 **Franchisee** shall ensure that every subscriber registration is done with complete and correct details such as name, address, telephone number and e-mail address etc. If the customer himself does the registration, the **Franchisee** will communicate to the customer to ensure that complete and correct details are filled in. In case of any change, the respective subscriber without fail or delay should update the same. In addition to the above the **Franchisee** shall abide by and comply with all rules and regulations enforced by any statutory authorities from time to time.

5. Limitation of Liability

Liability of the principal will be limited to the extent of services provided through his server or local pop. The principal will not be liable for any unauthorized, illegal use of network by **Franchisee**.

6. Confidentiality

Any information received by each party shall not be disclosed to third parties. This clause shall survive expiry or termination. Immediately on termination, Franchisee shall return the Confidential Information and other properly belonging to **ISP**.

7. Term And Termination

7.1 Initial term (hereinafter referred to as "**Locking Period**") of the agreement is 1 (One) year renewable at **ISP** option for further terms of 1 (one) year each ("**Renewal Term**").

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7.2 **Either of the Parties** may terminate this term sheet at any time after the **Locking Period** without assigning any reason whatsoever upon 90 days written notice to **ISP / Franchisee**.

7.3 Any kind of **Termination** of link/links and any **Down Gradation** is not allowed within the **Locking Period**.

8. Jurisdiction

This term sheet shall be governed by laws of India and the courts at _____ **(Name of Court)** shall have exclusive jurisdiction over any matter concerning this Term sheet.

IN WITNESS WHEREOF the parties hereto have signed theses present herewith on the day, month and year herein above mentioned.

For Pegasuswave Private Limited	For (Franchisee Name)
Signature	Signature
Name: - (Director Name)	Name
Designation: - Director	Designation
Company Stamp	Company Name
Witness	Witness