**ANNEXURE 7**

**Application** **formats for applying connectivity at third party data centre.**

**NO-OBJECTION CERTIFICATE FOR HOSTING TRADING/ INTERNET/ NNF SERVERS AT DATA CENTRE.**

(To be obtained on the letterhead of the Data Centre/Service Provider.)

To,

National Stock Exchange of India Ltd.,

Exchange Plaza, Bandra Kurla Complex,

Bandra (East), Mumbai 400 051

Name of Trading Member :

Address of the Service Provider/Data Centre

where the servers are to be installed : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City :

Pin code :

1. We hereby declare that the above-mentioned building/premises where the Servers/leased lines equipment’s for the use of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be installed, belongs to us and we have no objection to NSEIL/Member installing the said equipment.
2. We hereby agree to permit inspection / servicing of Leased Line by NSEIL officials and / or authorised personnel of NSEIL from time to time.
3. We hereby ensure to provide restricted access to the premises wherein such servers are housed only to such authorised personnel of the member and that no unauthorised person shall have access to these servers/leased lines equipments.
4. We agree to maintain a proper log book of access made under special authorisation and also make available such servers for inspection at the premises by NSEIL’s officials and / or its authorised representative/s (In case the datacentre is located in a premises of a third party like VSNL, MTNL, other service providers etc,).
5. We shall not object to NSEIL removing its equipments at any time at its discretion and irrespective of anything contained in the agreements with the trading member we shall co-operate and facilitate the smooth removal of such equipments without any reference to the Member and notwithstanding any objections that may be raised by the Trading Member.

(Signature)

Name & Designation of Signatory on behalf of Data centre/Service Provider

Please affix the Rubber Stamp of the Data centre/Service Provider

(Signature)

Name & Designation of Signatory on behalf of the Trading Member

Please affix the Rubber Stamp of the Trading Member.

**Undertaking for connectivity at Third Party Data Centre**

Undertaking for hosting servers atData Centre should be stamped as an Agreement and notarised. Please use non-judicial stamp paper of Rs. **600**/- *or* **of the value prevailing in your state (whichever is higher).**

**Please type the following on the Stamp Paper as the first Page and sign:**

Undertaking

This Non-Judicial Stamp paper of Rs.\_\_\_\_\_ forms part and parcel of this Leased Line Undertaking submitted to National Stock Exchange of India Limited executed by Mr./Mrs./M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_.

\*\* Signature

**Instructions for executing Undertaking cum Indemnity for Hosting Servers at Third Party Data Centre.**

* Enclosed Data Centre Agreement should be stamped as an Agreement and notarised.
* Please use non-judicial stamp paper or Franking of Rs.600/- or of the value prevailing in your state (whichever is higher).
* The Date of Execution and Date of Notary of the Data Centre Agreement should be same.
* Please affix the stamp of the Trading Member on all the pages of the Agreement along with the initials of the Director/Authorised Signatory.

**UNDERTAKING CUM INDEMNITY FOR HOSTING SERVERS AT DATA CENTRE.**

THIS UNDERTAKING CUM INDEMNITY is made on this ................ the day of ........................ by ................................................. admitted as a trading member with National Stock Exchange of India Ltd. and having his address/ its registered office at ................................................................................................................................................ (hereinafter referred to as “trading member” which expression shall unless repugnant to the context or meaning thereof include his / its heirs, successors, assigns and legal representatives in favour of National Stock Exchange of India Ltd., company incorporated under the Companies Act, 1956 with its registered office at Exchange Plaza, Bandra-Kurla complex, Bandra(East), Mumbai 400 051 (hereinafter referred to as “NSEIL” which expression shall unless repugnant to the context or meaning thereof include its successors or assigns).

WHEREAS

1. NSEIL has presently provided connectivity to its main Trading Server through Leased Line equipment’s at the Trading Member’s offices or leased premises. The Trading Members have proposed that they would avail dedicated space in the data centre for setting up their trading setup instead of availing the connectivity in their own offices or leased premises.
2. NSEIL is permitting the trading members to host servers at data centre for having connectivity to its main trading server through Leased Line equipment’s.
3. NSEIL has granted the said permission to Trading Members to host servers at data centre for having connectivity to the NSEIL’s main trading server in terms of this Undertaking cum Indemnity to be provided by Trading Members and the “No Objection Certificate” to be provided by Infrastructure Service Providers of data centre.

**NOW IN CONSIDERATION OF NSEIL permitting the trading members to host servers at data centre for having connectivity to the Exchange’s main trading server through Leased Line equipment’s, I/WE UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE**

1. Not to carry out any trading activity/ establish any NEAT terminals at such location / install any terminal which has capability to enter orders, including uploading through any medium in any manner whatsoever, from such server.
2. To ensure that the datacentre is utilised to house only trading servers/ CTCL Servers / internet servers and there will not be any CTCL extensions and /or trading terminals at such location.
3. To furnish a copy of Agreement entered into by the member and the infrastructure service provider with respect to the datacentre activities**.**
4. To obtain ‘No Objection Certificate’ from infrastructure service provider of datacentre specifically agreeing to all inspection / servicing of Leased Line by NSEIL officials and / or authorised personnel of NSEIL from time to time.
5. To furnish a copy of Agreement stating that the service provider will ensure to provide restricted access to the premises wherein such servers are housed only to such authorised personnel of the member and that no unauthorised person shall have access to these servers and maintain proper log book of access made under special authorisation and also make available such servers for inspection at the premises by the NSEIL’s officials and / or its authorised representative/s (In case the datacentre is located in a premises of a third party like VSNL, MTNL, other service providers etc,)
6. I/We am/are fully aware that NSEIL shall have absolute right to withdraw the Leased Line connectivity at any time without prior notice/intimation to the member in case of non-payment of dues, non-compliance of any one or more requirements / norms, violation of Byelaws, Rules and Regulations / legal requirements and that NSEIL shall not be liable for loss of business interests, etc. which may be suffered by the member due to such withdrawal at any time.
7. To ensure that the Leased Line equipment’s are provided to member for exclusive use of NSE operations and member shall ensure to take adequate steps to prevent any data proliferation / data misuse arising out of its setup in datacentre.
8. To be fully responsible for the security of the data and leased line equipment provided in the Datacentres.
9. To safeguard the Leased Line equipment’s and related components in its custody at the datacentre and shall indemnify and keep indemnifying NSEIL against all costs, damage, loss and consequences that may arise thereof, pertaining to the Leased Line connectivity for any reason whatsoever.
10. To furnish necessary undertakings as prescribed by NSEIL from time to time.
11. To ensure that the Leased Line equipment’s to / from this data centre/ back up site is specifically dedicated for locating trading servers / CTCL servers / internet servers for NSEIL related operations and shall ensure that the Leased Line equipment’s shall not be connected to any other telecommunication network and other such networks not related to NSE operations.
12. That I/we am/are aware and agree that NSEIL shall not be responsible for any liability arising out of the member’s non-compliance of any terms and conditions or any violation of any norms / guidelines stipulated by any other Regulatory Authority that governs / may govern the member entity for establishment of the Leased Line equipment’s in such location identified as backup site / datacentre.
13. I/We shall abide by Indian Telegraph Act as amended from time to time and rules made thereunder as well as any rules and regulations specified by other telecom regulatory authorities.
14. Accordingly, I/we will obtain necessary clearances if required from relevant regulatory authority.
15. I/We will comply with all the rules and regulations laid by DoT / SEBI and other regulatory authorities from time to time.
16. In case of non-compliance and / or violations of rules and regulations as prescribed from time to time by any regulatory authority, I/we shall be solely responsible for the same, and there shall be no responsibility and/ or liability attached to NSEIL arising out of the non-compliance and / or breach of the conditions of this undertaking.
17. I/We shall indemnify NSEIL for any loss arising out of the non-compliance or violations of the conditions enumerated in this undertaking and / or emanating for non-compliance and / or violations of any of the conditions and / or requirements contained in this undertaking cum indemnity and the DOT approvals from time to time.
18. I/We further undertake that Contravention of any of the norms mentioned above or any of the Byelaws, Rules, Regulations, Guidelines, Circulars, orders, directions, notices, and instructions issued by NSEIL/SEBI from time to time, shall render member liable for any course of action by NSEIL / SEBI which may be either disciplinary or legal or impose any other penalty which NSEIL may deem necessary.
19. NSEIL has and shall have an absolute right to add, modify, amend and / or delete any of the conditions and / or requirements contained in this undertaking cum indemnity and such additions, modifications, amendments and / or deletions shall be applicable and come into force as may be notified by NSEIL from time to time and that every member and approved person associated with the member shall abide and / or be bound by such additions, modifications, amendments and / or deletions as if such additions, modifications, amendments and / or deletions are part of this Undertaking cum Indemnity.

Signed and delivered by

the within named

Trading Member

WITNESSES

Signature

(1) Name :

ADDRESS

Signature

(2) NAME :

ADDRESS

Before me