**ANNEXURE-K**

**ISV Terms of Conduct**

**Terms and Conditions:**

1. You shall pay such charges to Exchange as may be specified by the Exchange from time to time and as may be levied by DOT/MTNL/ any other regulatory/statutory authorities from time to time.

2. All material and information which has or will come into your possession or knowledge in connection with the release of the API or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the Exchange. You shall hold such material and information in strict confidence, not to make use thereof other than for the purpose mentioned above, to release it only to your employees requiring such information and that too only with the written consent of the Exchange, and not to release or disclose it to any other parties. You shall take appropriate action with respect to your employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied and shall also ensure that your employees are aware and comply with the above provisions.

3. You shall not in any way represent that the software developed by you is a part of the NEAT software of the Exchange.

4. You shall not advertise or publish any brochure, pamphlet, booklet, notice, or promotional material mentioning the Exchange or NEAT without the written consent of the Exchange.

5. You shall keep full security of Exchange's programs, databases and computer records in accordance with best computing practice.

6. You shall not share the API/technical specifications with any third party without any specific approval from the Exchange.

7. You shall not make use of the API/technical specifications for any commercial gains except for the purpose as mentioned in your Application.

8. You shall not in any way represent that the software developed is the empanelled products of the Exchange.

9. You shall inform the Exchange -

a) If you enter into a compromise with your creditors or liquidation or insolvency proceedings have been commenced against you (and which is not vacated within 60 days of such commencement) or otherwise you take steps to wind up (otherwise than as a result of a solvent intra-group restructuring); or

b) If you undergo a change of control including any change wherein the management vests with a party (or group of persons) whom the Exchange (acting reasonably) considers a direct or indirect competitor; or

c) If there is any change in any of the criteria based on which you have been identified as ISV by the Exchange.

10. You shall submit such details as required by the Exchange including the details regarding the number of the Trading Members of the Exchange to whom you have provided the license to use the software and number of license provided to the Trading Members of the Exchange. The details shall be submitted by you on a periodical basis.

11. You shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by the Exchange from time to time.

12. The Exchange has the right to stop sharing of the API/technical specifications for any segment without giving any reason.

13. You have represented in your application for registration as an ISV that there is no conflict of interest with the business of the Exchange. You shall ensure continued compliance with this requirement. You are also required to ensure that your group companies including holding or subsidiary companies are not engaged in a business which gives rise to conflict of interest with the business of the Exchange. You shall immediately inform the Exchange in case a conflict of interest arises in the future and in such an event, the Exchange may take such action as it may deem fit including stoppage of sharing of APIs for other products/ and updates to the existing

APIs/ Technical specifications.

14. Your use of the API shall be within the scope as mentioned in above.

You may kindly note that the Exchange is only releasing the API and the Exchange does not guarantee the merchantability of the API or fitness for the purpose mentioned in your Application. The Exchange shall not be responsible for special, incidental or consequential damages of any kind in connection with the release of the API. All the rights of ownership in the API shall vest only with the Exchange.