**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 ................................................. registered as a trading member with National Stock Exchange of India Ltd. and having his address/ its registered office at ................................................................................................................................................ (hereinafter referred to as “Undersigned” 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. The Undersigned currently avails connectivity to the main trading server of NSEIL through leased line equipment at the offices of Undersigned.
2. The Undersigned now wishes to avail dedicated space in a third-party data centre for setting up their trading server instead of availing the leased line connectivity in their own offices.
3. NSEIL in this regard has agreed to allow the Undersigned to host servers at data centre for having connectivity to the NSEIL’s main trading server through leased line equipment’s, subject to fulfilment of such criteria as may be stipulated by NSEIL from time to time, and execution of this Undertaking cum Indemnity by the Undersigned in favour of NSEIL as prescribed hereunder.

**NOW IN CONSIDERATION OF NSEIL permitting the Undersigned to host servers at third party data centre for having connectivity to NSEIL’s main trading server, the Undersigned UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE that:**

1. The Undersigned shall not carry out any trading activity/ establish any NEAT terminals at the third party data centre / install any terminal which has capability to enter orders including uploading through any medium in any manner whatsoever, from such server.
2. The Undersigned shall ensure that the third-party datacentre is utilised to house only trading servers/ CTCL Servers / internet servers and there shall not be any CTCL extensions and /or trading terminals at such third-party datacentre.
3. The Undersigned is fully aware that NSEIL shall have the absolute right to withdraw the leased line connectivity to its main server at any time without prior notice/intimation in case of non-compliance of the terms of this Undertaking cum Indemnity and/or violations of applicable circulars, Byelaws, Rules and Regulations or any other applicable law. Further, in no way shall NSEIL be liable for any loss of business interests, etc. which may be suffered by the Undersigned due to such withdrawal at any time.
4. The Undersigned shall ensure that the LL equipment’s are utilised exclusively for carrying out NSEIL operations.
5. The Undersigned shall be solely responsible for the security of the data and leased line equipment in the third-party datacentres and shall take all necessary steps/actions to prevent any data proliferation / data misuse arising out of the Undersigned’s setup in the third-party datacentre.
6. The Undersigned shall furnish necessary undertakings and/ or information as may be prescribed or sought by NSEIL from time to time.
7. The Undersigned shall ensure that the leased line equipment’s to / from the third party 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 are not connected to any other telecommunication network and/or related to NSEIL operations.
8. The Undersigned is aware and agree that NSEIL shall not be responsible for any liability, claims, damages, demands, expenses or loss arising out of non-compliance of any terms of this Undertaking cum Indemnity by the Undersigned or any violation of any guidelines, directions, rules etc., stipulated by SEBI or any other Regulatory Authority that governs / may govern the Undersigned for establishment of the leased line equipment’s in such location identified as backup site or set up at datacentre.
9. The Undersigned shall abide by all applicable laws including Indian Telegraph Act and rules made thereunder and/or any other applicable rules, regulations, circulars directions laid down by DoT/ SEBI or any other regulatory authority as may be issued/ amended from time to time.
10. The Undersigned shall obtain necessary approvals, license, clearances etc., as may be required under any applicable law or by relevant regulatory authority and shall continue to maintain the same.
11. The Undersigned shall be solely responsible for any non-compliance of the terms of this Undertaking cum Indemnity, and there shall be no responsibility and/ or liability attached to NSEIL arising out of the non-compliance and / or breach of the terms of this Undertaking cum Indemnity.
12. The Undersigned shall indemnify NSEIL for any loss arising out of non-compliance or violations of any the terms this Undertaking cum Indemnity and / or emanating from non-compliance and / or violations of any of the conditions and / or requirements contained in the applicable circulars or laws and or the DOT approvals received by the Undersigned from time to time.
13. The Undersigned further undertake that contravention of this Undertaking cum Indemnity, or the Byelaws, Rules, Regulations, Guidelines, Circulars, orders, directions, notices, and instructions issued by NSEIL/SEBI from time to time, shall render the Undersigned liable for any course of action by NSEIL / SEBI which may be either disciplinary or legal or penal which SEBI/NSEIL may deem necessary.
14. 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 the Undersigned and approved person associated with the the Undersigned 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.
15. The Undersigned agree and undertake that the information provided in this Undertaking cum Indemnity and other related documents is true, complete and accurate, to the best of its knowledge. The Undersigned shall be responsible to immediately inform NSEIL in case of any change(s) in such information.

Signed and delivered by the within named Trading Member

WITNESSES

Signature

(1) Name :

 ADDRESS

Signature

(2) NAME :

 ADDRESS

Before me