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INDIA NON JUDICIAL

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Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	**IN-DL04357227335790W**
Certificate Issued Date	:	17-Jun-2024 11:19 AM
Account Reference	:	IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL7839036462116650342 1W
Purchased by	:	BBC GLOBAL NEWS INDIA PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BBC GLOBAL NEWS INDIA PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	BBC GLOBAL NEWS INDIA PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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Please write or type below this line

IN-DL04357227335790W

This stamp paper forms an integral part of Channel Subscription Agreement dated ..... between BBC Global News India Private Limited and **Skylink Networks**

Statutory Alert:
The authenticity of this stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
The onus of checking the legitimacy is on the users of the certificate.
In case of any discrepancy please inform the Competent Authority.

REFERENCE INTERCONNECT OFFER FOR BBC INDIA BOUQUET AND ALA-CARTE FOR DIGITAL ADDRESSABLE PLATFORMS

Pursuant to clause 7 (1) of Chapter III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable systems) Regulations, 2017 dated March 03, 2017 and The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, (as may be amended from time to time) (collectively referred to as "2017 Regulations") read with The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 read with The Telecommunication(Broadcasting and Cable) Service Interconnection(Addressable Systems)(Fourth Amendment), Regulations, 2022 dated November 22nd, 2022 (collectively referred to as "Jan 2020 Amendments") and would be effective from February 1st, 2023.

The terms mentioned in this RIO constitute all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster's Available Channels to Subscribers in terms of the Regulations. As per Regulation 10 (5) and (6) of Chapter IV of the Interconnection Regulations, those distribution platform operators desirous of obtaining signals of Broadcaster's Available Channels shall make a written request in the requisite application form. The Operator shall, along with the requisite application form, also submit documentary evidence / technical compliance report showing that the Operator's addressable systems to be used for distribution of Broadcaster's Available Channels meet the requirements specified in the Schedule III of the Interconnection Regulations.

This RIO read along with the Interconnection Agreement attached hereto is being published by the Broadcaster for its Available Channel(s) in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Upon signature of the Operator and counter signature by the Broadcaster, the Interconnection Agreement shall become binding on the Parties and enforceable at law. Both the RIO and the Interconnection Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO. This RIO supersedes previous RIO/Interconnection Agreement executed between the Parties and which was uploaded on BBC website.

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the Agreement) is executed on this ……. ……. by and between:

(a)	**Broadcaster**	**BBC GLOBAL NEWS INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and having its Registered Office at 6th Floor, HT House, K. G. Marg, New Delhi -110 001 (hereinafter referred to as "**Broadcaster**" or "**Broadcaster**") which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns.
(b)	**Licensee**	**Skylink Networks**, a company incorporated under the Companies Act, 1956/ 2013, and having its registered office at B6, 2nd Floor, Vue Grande, 339 Chinnaswamy Road, Siddhapudhur, Coimbatore TA/Dist. Coimbatore, State TamilNadu - 641044 (hereinafter referred to as "**Licensee**") which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns.

(c)	**Recitals**	(i) Broadcaster is the Licensee/ rights holder for the Channel(s) having received the downlinking permission for the Channel from Ministry of Information & Broadcasting and is authorized to transmit and distribute the signals of the Channel(s) in the territory. (ii) Licensee is a distribution platform more specifically described in clause d and is duly authorized to re-transmit and re-distribute the Channel(s) signals through its permitted digital distribution network in the territory, as authorized by Ministry of Information & Broadcasting. (iii) Licensee is desirous to subscribe and further re-transmit and re-distribute the Channel through its digital distribution platform in authorized area of transmission and has approached Broadcaster in this regard. (iv) Licensee and the Broadcaster each referred to as a "**Party**" and together the "**Parties**". (v) Terms not specifically defined in the Agreement shall have meaning assigned to them as per Annexure H to this Agreement. (vi) Both the parties wish to record their understanding in writing.
(d)	**Licensee's Platform/ Permitted Digital Distribution Platform**	*IPTV*
(e)	**License/ Rights granted**	The Broadcaster hereby grants and Licensee hereby accepts a non-exclusive, non-transferable, limited license to receive and thereafter re-broadcast/ re-transmit or re-distribute the Channel(s) by means of the Digital Addressable Platform owned, controlled or operated by the Licensee (the"**Platform**") in a fairly encrypted manner to Subscribers within the Territory, during the Term, in accordance with the terms and conditions set out herein (together with the Annexures and Schedules attached, the "**Agreement**") and subject to payment of licensefees/ Broadcaster share of the MRP. The rights granted to the Licensee above are limited to the subscribers having an addressable system, in relation to which the Licensee maintains complete records in its Subscriber Management System. No right is granted to Licensee to re-broadcast/ re-transmit or re-distribute the Channel(s) by any other mode to its subscribers other than the distribution system outlined in this Agreement. Upon grant of signals from the Broadcaster, the Licensee shall mandatorily offer the subscribed Channels on its distribution system to the Subscribers on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 ("QoS Regulations") and its amendments thereof. The above mentioned right is subject to performance of all of its obligations by the Licensee as outlined under this Agreement and mere possession of Channel signals/ IRDs and other equipment shall not entitle the Licensee to receive and further distribute the Channel(s). For avoidance of doubt, it is further clarified that the rights granted under this Agreement excludes any kind of recording and streaming of the Channel(s) and/ or Channel(s) content and further distribution of the recorded content.

		The Licensee agree that non-exclusive rights granted hereunder does not include grant of rights for retransmission of the Channel(s) through internet or mobile and/or through any non-linear platforms including Pay-Per View, Near Video on Demand, Subscription Video on Demand, Video on Demand, personal computer, mobile telephony, and/or any technology now available or which may become available in future. All distribution rights not specifically and expressly granted to Licensee under this Agreement, including without limitation, transmission of the Subscribed Channel(s) through any medium other than the Permitted Digital Distribution Platform are deemed to be specifically not granted, withheld and reserved exclusively hereunder by the Broadcaster.
(f)	**Term**	This Agreement shall be valid for a period of one year commencing from 15th July 2024 till 14th June 2025, subject to prior termination in accordance with the terms of this Agreement. (*Minimum term should be 1 year*) This Agreement may be renewed in multiples of one year upon terms and conditions as agreed in writing between the Parties any time prior to the end of the preceding term.
(g)	**Channel(s)**	"**Channel(s)**" means a news and current affairs channel namely 'BBC News'and a kids entertainment channel namely 'CBEEBIES'.
(h)	**Incentive**	'Incentive' means the discount offered by the Broadcaster on the MRP of the Channel or the Bouquet subject to Annexure A of this Agreement and Interconnection Regulations. For avoidance of doubt, it is clarified that any discount, offered as an Incentive shall be based on the monthly Subscriber Base recorded by the Licensee and such other eligibility criteria as may be notified from, time to time.
(i)	**Bouquet(s)**	**"Bouquet(s)"** means a bouquet of TV channels by the name of 'BBC India Bouquet' comprising of two TV channels namely- 'BBC News' and 'CBeebies'.
(j)	**Subscriber**	**"Subscriber"** means an active subscriber who receives the Channel(s) signals from Licensee's permitted digital distribution platform, at a place indicated by such person for his/ her domestic usage without further transmitting it to any other person and specifically excludes Commercial Subscriber. For sake of clarity, every set top box installed in premises of a subscriber who has subscribed to the Channel(s) through Licensee's permitted digital distribution platform shall be treated as one subscriber.
(k)	**Authorized area of transmission/ Territory**	*Tamilnadu*
(l)	**Nature of Channel**	The Channel(s) are a Pay channel meaning that a subscriber needs to pay an amount of money in order to subscribe to the Channel(s).
(m)	**Maximum Retail Price/ MRP**	Maximum Retail Price/ MRP means the maximum retail price of Channel as mentioned in Annexure A to this Agreement and is exclusive of applicable taxes or levies.
(n)	**Genre of Channel(s)**	News and Current Affairs & Kids entertainment

(o)	**License Fee/ Broadcasters share of maximum retail price**	**Monthly Subscription/ License Fee"** shall be the amount payable by the Licensee to the Broadcaster (for availing the signals of Broadcaster's Channels on a monthly basis in connection with the Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet (as applicable) reported by the Licensee for that particular month multiplied by the Operator Rate specified in Schedule A which shall be exclusive of all taxes and levies. Additionally, subject to the Licensee availing and qualifying for the 'Incentive', the Licensee may avail the Incentive on the MRP of the Channel(s). For avoidance of doubt, it is hereby clarified that the Licensee is under no obligation to opt for any 'Incentive' to avail the Channel(s). For each month or part thereof during the Term of the Agreement, the Licensee shall pay to Broadcaster the "**Monthly Subscription /License Fee**", which shall be calculated for each calendar month or part thereof in following manner- (i) If the Licensee is providing the Channel(s) on **a-la-carte** basis to its Subscribers, then the Broadcaster's share of MRP for each Channel(s) offered on a-la-carte basis shall be such amount as shall be computed in the following manner, plus applicable taxes: *<u>Broadcaster's share of MRP</u> = Maximum Retail Price of the Channel(s) set out in clausel of this Agreement less Distribution Fee of 20% of the Maximum Retail Price of the Channel(s) multiplied with the applicable Average Subscriber Base of such Channel(s) for the applicable month as calculated in accordance with Annexure G to this Agreement.* (ii) If the Licensee is providing the Channel(s) as a part of a **bouquet** to its Subscribers, then the Broadcaster's share of MRP for each Channel(s) offered in bouquet shall be such amount as shall be computed in the following manner, plus applicable taxes: *<u>Broadcaster's share of MRP</u>= Maximum Retail Price of the Channel(s) set out in clausel of this Agreement less Distribution Fee of 20% of Maximum Retail Price of the Channel(s) multiplied with the applicable Average Subscriber Base of each such bouquet(s) wherein the Channel(s) is/are made available for the applicable month as calculated in accordance with Annexure G to this Agreement.* (iii) If the Licensee has opted for availing the Incentive and meets the conditions/requirements prescribed by the Broadcaster, then the Licensee shall pay such amount as may be computed in the following manner and in terms of Interconnection Regulations, plus applicable taxes: *Broadcaster's share of MRP = Maximum Retail Price of the Channel(s) set out in clause l of this Agreement less Distribution Fee of 20% of Maximum Retail Price of the Channel(s) multiplied with the applicable Subscriber Base of a-la-carte plus Effective Price of the Channel(s) in Bouquet multiplied by Subscriber Base of Bouquet.* *Discount = Broadcaster's share of MRP in (iii) multiplied by percentage of Incentive applicable in accordance with Annexure A of the Agreement.* In any event, if the Term of the agreement ends on a day which is other than the first or last day of a calendar month, Broadcaster shall be entitled to receive pro-rata portion of the License Fee up to the effective date of termination, which shall be calculated on the basis of the sum of the total number of Subscribers receiving the Channel on the first day of the calendar month and the total number of Subscribers receiving the Channel on the effective date of termination divided by two.

		For the purpose of calculation of the Monthly Subscription Fee payable, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Broadcaster's Channel(s) and/or Bouquet of Broadcaster's Channels through the Licensee. The Broadcaster reserves its rights to launch Promotional Offer(s) as per Applicable Law. The Licensee may opt for such Promotional Offer(s) by sending a written request (email permitted) to the Broadcaster. Such Promotional Offer(s) shall be deemed to be an integral part of this Agreement and shall be valid and operational only as per the terms mentioned in the respective scheme of Promotional Offer(s).
(p)	**Distribution Fees**	20% of the Maximum retail price of the channel
(q)	**Details of Contact Person**	North- Deepak Verma, +91 99994 67481, deepak.verma@bbc.com South- Asohan Srikarunyan , +91 96000 28024, asohan.srikarunyan@bbc.com East- Sunil Tiwari, +91 98206 87521, sunil.tiwari@bbc.com West- Manuj Mehta, +91 98335 30386, manuj.mehta@bbc.com

(r)	**Payment Terms**	The Licensee shall provide to the Broadcaster Subscription Report as mentioned in this Agreement for the applicable calendar month, or part thereof, in manner set out in this Agreement on or before 7th of every calendar month. The Broadcaster shall raise invoice within ten (10) days of receipt of the Subscription Report from Licensee. The Monthly License Fee/ Broadcasters share of MRP shall be paid monthly in arrears within fifteen (15) days of the date of Broadcaster's invoice ("**Due Date**"), which invoice shall be raised on the basis of the Subscriber Report received by Broadcaster from the Licensee for that month, without any deduction except deduction of withholding tax/TDS as provided in this Agreement. In case the Licensee fails to send the Subscriber Report within the said period of seven (7) days, Broadcaster shall have the right to raise a provisional invoice and the Licensee shall be under an obligation to pay the Monthly Licence Fee on the basis of such provisional invoice in accordance with the terms of this Agreement. However the provisional invoice shall be for an amount which shall be Monthly License Fee payable by the Licensee for the immediately preceding month plus 10%. On receipt of the Subscriber Report from the Licensee, the parties shall conduct reconciliation between the provisional invoice raised by Broadcaster and the Subscriber Report sent by the Licensee. The Licensee shall be required to make payments by the Due Date either by cheque/ demand draft or direct transfer in the bank account of Broadcaster in accordance with the terms hereof, and any failure to do so on the part of the Licensee shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the Due Date until the date payment is made in full at a pro rata monthly rate of 4% over and above the prime lending rate of HSBC Bank in India. The imposition and collection of interest on late payments does not constitute a waiver by Broadcaster of the Licensee's obligation to pay the Monthly License Fee by the Due Date, and Broadcaster shall retain all of its other rights and remedies under the Agreement.

		All Monthly License Fee/ Broadcaster's share of MRP payments hereunder are exclusive of all applicable direct / indirect taxes including all and any service taxes, VAT, work contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at Licensee's cost and will be charged at the prevailing rates by Broadcaster to the Licensee. If payment of the Monthly License Fee/ Broadcaster's share of MRP is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, from time to time, the Licensee shall provide tax withholding certificates to Broadcaster within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder. Except as expressly stated in this Agreement, Licensee shall have no right to withhold or claim adjustment/set off the Licensee fee/ Broadcaster's share of MRP under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against the Broadcaster through the Authorized Agent or otherwise, or claims under any other agreement, etc.). For the avoidance of doubt, Licensee shall be responsible for making all payments of the Monthly License Fee/ Broadcaster's share of maximum retail price due under this Agreement notwithstanding any default by its Subscribers.
(s)	**Subscriber Management System**	Licensee will maintain at its own expense a Subscriber management system ("SMS") capable of, at a minimum: (i) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing; (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration; (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints; (iv) administering payments of any commission fees from time to time payable to the Licensee's authorised agents for the sale to Subscribers of programming packages; (v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion. The technical details for Subscriber Management System are outlined in Annexure F to this Agreement.

(t)	**Delivery and Security**	The Broadcaster will notify the Licensee of the designated satellite ("**Delivery Method**") for the Licensee, at its own cost, to downlink the Channel(s) to its facility in the Territory (the "**Premises**"). Broadcaster hereby reserves the right to change the Delivery Method at any time during the Term. In no event shall Broadcaster be liable to the Licensee, nor shall the Licenseebe entitled to terminate this Agreement, in the event of any change in the means of delivery or form of signal (including any encryption system utilised) provided always that Broadcaster shall use all reasonable endeavours to give to the Licensee not less than 60 (sixty) days' prior written notice of such change. The Licensee shall throughout the Term retransmit each of the Channel(s) in their entirety over a single dedicated channel via the Platform simultaneously with the delivery of the Channel(s) without delay, interruption, addition, deletion, editing or alteration of any description. For the avoidance of doubt the Licensee shall not be entitled to translate, dub or subtitle the Channel(s) without the prior written consent of Broadcaster. Licensee agrees and undertakes to cause continuous distribution of the Channel(s) to all its Subscribers in a securely encrypted manner without any alteration or interference whatsoever and shall use its best endeavours to maintain a high quality signal transmission for the Channel(s) at all times. In any event, the transmission quality of the Channel(s) and the transmission specifications and infrastructure allocated by Licensee in respect of the broadcast signal of the Channel(s) shall be no worse than that of the cable signal of any other channel within the same genre on the Licensee's digital addressable platform. If required to enable Licensee to receive and retransmit the encrypted Channel(s) signal in accordance with this Agreement, Broadcaster agrees to provide to Licensee for a non refundable administration fee (as applicable at Broadcaster's discretion) Integrated Receiver Decoder Units ("**IRD Unit(s)**") with SDI output, subject to the following terms and conditions: (a) Licensee shall use the IRD Unit(s), solely for decryption of the Channel(s) signal and not for any other purpose and shall not use any other decoding/ receiving equipment for receiving the Channel(s) except as provided in this Agreement; (b) Broadcaster shall at all times remain the sole and absolute owner of the IRD Unit(s); (c) Licensee's receipt and use of the IRD Unit(s) will be entirely at its own risk. Broadcaster does not provide Licensee with any warranties regarding the suitability, condition or performance of the IRD Unit(s). Furthermore, Broadcaster will not be liable for any losses suffered by Licensee or its contractors, agents or employees in connection with a malfunction or failure of the IRD Unit(s) (including, without limitation, any signal downtime or equipment damage), with the exception of any liability for loss resulting from (a) death or personal injury resulting from the negligence of Broadcaster, its servants or agents, (b) fraud or fraudulent misrepresentation or (c) any other liability the exclusion of which is prohibited or limited by law (save to the extent such exclusion is permitted by law);

		(e) Licensee shall not move the IRD Unit(s) from the agreed location, without the prior written consent of Broadcaster and it acknowledges that Broadcaster shall have the right to verify the location of the IRD without notice to Licensee; (f) Licensee shall not remove, modify or tamper with the IRD Unit(s), the seal of the IRD Unit(s) (i.e. paper seal to prevent opening of the IRD Unit(s)) or any signals emanating therefrom, in a manner that prevents the identification of the IRD Unit(s) or interferes with the signals emanating therefrom. Any such act by Licensee shall be construed as a willful default on the part of Licensee in addition to breach of its contractual obligations hereunder; (g) Licensee shall not pledge, encumber, transfer or in any way part with the possession of the IRD Unit(s) without the prior written consent of Broadcaster and it shall indemnify Broadcaster against any damage, destruction, theft or loss of the IRD Unit(s); (h) If an IRD Unit exhibits any fault or malfunction, Licensee shall immediately notify the regional/ head office of Broadcaster and Broadcaster may, if so notified by Licensee , and subject to manufacturer's warranty terms, be able to assist in arranging for a repair of the IRD Unit but gives no warranty in that regard; (i) In the event an IRD Unit is found damaged due to the negligence of the Licensee , the Licensee shall at its own cost and expense be responsible for restoring the IRD Unit into good working condition, failing which Broadcaster shall have the right to recover the amount of the damage from the Licensee . Alternatively, Broadcaster shall activate the Professional IRDs ("**PIRDs**") of the Licensee to enable the Licensee to receive and retransmit the encrypted Channel(s) in accordance with this Agreement, in which case Licensee shall be solely responsible for the PIRDs and shall use the PIRDs entirely at its sole cost and risk.
(u)	**Anti-Piracy Requirements**	In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "**Piracy**"), the Licensee shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the Broadcaster. To ensure the Licensee's ongoing compliance with the security requirements set out in the Agreement, Broadcaster may require technical audits ("**Technical Audit(s)**") conducted by an independent security technology auditor ("**Technical Auditor**"), approved by Broadcaster in writing no more than twice per year during the Term, at Broadcaster's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Licensee or Broadcaster, then Broadcaster shall work with the Licensee in resolving this issue in the next fourteen (14) business days.

		If a solution is not reached by then, Broadcaster may, in its sole discretion, suspend the Licensee's right to distribute the Channel(s) or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction. Licensee shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Licensee to Broadcaster's satisfaction. Licensee shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through the Platform at least every 10 minutes on 24 x 7 x 365 basis. Licensee shall not authorize, cause or suffer any portion of any of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Licensee at the time the Channel(s) are made available by Broadcaster save that use of a set top box with personal video recorder (PVR)/ digital video recorder (DVR) facility which has been supplied by the Licensee to a Subscriber shall not be treated as unauthorized use, as long as such set top box is used in accordance with the terms and conditions of the subscription agreement between the Licensee and the Subscriber. If Licensee becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, Licensee shall within ten (10) minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, notify Broadcaster and the Licensee shall also switch off the concerned set top box to prevent such unauthorized use. If so instructed by an Information (as defined below) from Broadcaster, the Licensee shall shut off or de-authorize the transmission to any unauthorized user or Subscriber indulging in piracy, within ten (10) minutes from the time it receives such instruction from Broadcaster. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e- mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However an Information may also be provided by Broadcaster representatives through other means of communications such as telephonic message, fax etc and the said Information shall later be confirmed by Broadcaster through email and the Licensee shall be under obligation to act upon such Information. The technical details are further outlined in Annexure F to this Agreement and Licensee shall ensure compliance accordingly.
(v)	**Subscription Reports**	Licensee will maintain at its own expense a subscriber management system ("**SMS**") which is capable of recording/ storing including, but not limited to, the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels and bouquets subscribed by the subscriber, price of the channel or bouquet, date of activation and deactivation, amounts paid by subscribers etc.

		Licensee shall provide to Broadcaster complete and accurate monthly subscription report for each of the Channel(s), bouquet(s) containing the Channel within seven (7) days from the end of each month in a format as set out in Annexure G to this Agreement. Such reports shall specify all information required to calculate the Monthly Average Subscriber Level for each a-la-carte Channel, and each bouquet in which an a-la-carte Channel has been included and the Monthly License Fees/ Broadcaster's share of MRP payable to Broadcaster and shall be signed and attested by an officer of the Licensee of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct. In case the Licensee fails to provide the monthly subscription report within a period of seven (7) days from the end of calendar month, BGNIPL shall have right to raise a provisional invoice for an amount increased by 10% of the licensee fee paid by the Licensee to BGNIPL for immediate preceding month. Licensee shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable the Broadcaster, through the Authorized Agent, to verify and ascertain (i) the veracity of the Subscriber Reports supplied by the Licensee pursuant to this Clause and (ii) Licensee's compliance with its anti-piracy obligations as set out in this Agreement.
(w)	**Audit**	Licensee shall keep proper and up-to-date statement of account and records showing all transactions relating to the Channel(s including, but not limited to, subscriber management system, conditional access system and other systems throughout the Term as per the terms and conditions of this Agreement and the applicable provisions of the governing Act/ Statute for the time being in force. Licensee agrees and undertakes to conduct audit of its SMS, CAS and other related systems by an auditor from amongst the empaneled auditors appointed by the TRAI in this regards, once during each calendar year of the Term, to verify that the monthly Subscriber Reports provided by the Licensee to the Broadcaster are complete, true and correct and issue an audit report to this effect to the Broadcaster. Licensee agrees and acknowledges that if the audit reveals any variation in the number of subscribers for the Channel(s) reported by the Licensee to the Broadcaster, then in such an event, the Licensee agrees to pay to the Broadcaster, an amount equivalent to the short-payment made by Licensee to the Broadcaster's share of MRP. Where Broadcaster is not satisfied with the Licensee's audit report received under the above mentioned audit or in the opinion of the Broadcaster the Permitted Digital Distribution Platform of the licensee does not meet requirement(s) specified under Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, it shall have a right to direct the Licensee to do a review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the Licensee relating to the Channel(s) provided by the Broadcaster for the purpose of verifying the amounts properly payable to Broadcaster under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional fees are payable to Broadcaster, the Licensee shall immediately pay such fees, as increased at a pro rata monthly rate of 4% over and above the prime lending rate of HSBC Bank in India.

		Further, if any fees due for any period exceed the fees reported by the Licensee to be due for such period by two (2) percent or more, Licensee shall pay all of Broadcaster's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.
(x)	**Obligations of Licensee**	During the course of this Agreement the Licensee undertakes and agree with the following- (a) Licensee shall, at its own cost and expense, receive the Subscribed Channel(s) from designated satellites and re-transmit and re-distribute the Subscribed Channel(s) through its Permitted Digital Distribution Platform (either directly or indirectly through the Licensee's affiliated LCO, as the case may be) to the Subscribers in the AuthorizedArea of Transmission. (b) Irrespective of Licensee's collection of the invoiced monthly amounts from the Subscribers in a timely manner, the Licensee shall pay the Broadcaster's share of MRP to the Broadcaster within the Payment Due Date prescribed in this Agreement. (c) Licensee shall, in a non-discriminatory manner, ensure retransmission of such high quality encrypted signal of the Channel(s) through Permitted Digital Distribution Platform to the Subscribers as are equal to or better than the signal quality of other channels re-transmitted through Licensee's Permitted Digital Distribution Platform. (d) Licensee shall take all necessary action to prevent unauthorized access of the Subscribed Channel(s) through its Permitted Digital Distribution Platform and shall regularly provide to the Broadcaster with updated piracy reports. (e) Licensee shall ensure that none of the Channel(s) shall be disadvantaged or otherwise treated less favorably by Licensee with respect to channels of other broadcasters on a genre basis. (f) Licensee shall obtain from the Broadcaster, the EPG/FPCs for the Subscribed Channel(s) and the Licensee shall ensure that such EPG/FPCs are displayed on the EPG of Licensee's Permitted Digital Distribution Platform at all times during the Term. (g) The Licensee undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of Broadcaster. Further, the Affiliate undertakes not to remove or shift or allow removing or shifting of the Equipment from the headend/installation address or allows anybody else to do the same, without prior written permission of the Broadcaster and shall indemnify Broadcaster against any damage, destruction, theft or loss of the Equipment.
(y)	**Confidentiality**	Licensee agrees to keep the terms of this Agreement confidential and not to disclose such terms to any third party or make any announcement in relation to them without the prior written consent of Broadcaster. Licensee further agrees not to disclose by any means to any third party any other confidential information relating to the business, finances or other affairs of Broadcaster and the successors and assigns of Broadcaster. Licensee shall not, without the prior written consent of Broadcaster, disclose in any manner any such confidential information to any third party other than those of Licensee's employees, agents and/or professional advisers who need to know the same. Licensee shall take any necessary precautions to prevent such information from being acquired by any unauthorized third party and each Party undertakes to procure that its employees, agents and professional advisers are aware of, and are bound by, the provisions of this confidentiality undertaking. The provisions of this clause shall continue in force notwithstanding the termination for any reason of this Agreement.
(z)	**Intellectual Property Rights**	Licensee shall not be entitled to duplicate or make use of by any means any of the name, trademarks, service marks or logos of the Channel(s), the BBC or Broadcaster ("Intellectual Property Rights") unless specifically authorized by the BBC. Licensee

		shall enter into a trade mark license with the BBC in the form attached as Annexure B (the "Logo Licenses"). In any event the Licensee agrees throughout the Term to comply with any guidelines issued from time to time in connection with the use of the name, logos, trademarks and service marks of the BBC. Licensee grants to Broadcaster the non-exclusive right to use Licensee's logo and trademarks solely in connection with promoting the Channel(s)' availability on the Licensee's platform. For the purpose of this Agreement, "Affiliates" shall, in relation to any Party, mean any company/ body corporate/ corporation that is a subsidiary or holding company/ body corporate/corporation of that Party, or a company/ body corporate/ corporation which shares the same holding company/ body corporate/ corporation as that Party. The terms "holding company" and "subsidiary" shall have the meanings defined in Companies Act 2013 and for the purposes of this Agreement shall also mean and include a body corporate/ corporation.
(aa)	**Indemnification**	Licensee shall indemnify Broadcaster against all liabilities, claims, demands, actions, costs or damages (including reasonable legal costs) incurred by Broadcaster pursuant to a claim by a third party arising out of any breach or non-observance by the Licensee of any of its obligations, representations or warranties under this Agreement. In no event will Broadcaster's or its Affiliates, be liable for (a) any direct damages exceeding the amount of one month's Monthly License Fee paid by Licensee to Broadcaster; (b) any loss of profits, loss of use, business interruption, loss of goodwill, cost of cover (whether direct or indirect); or (c) any indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement, whether alleged as a breach of contract or tortuous conduct, including negligence. Notwithstanding anything to the contrary herein, neither Party's liability to the other for (a) death or personal injury resulting from the negligence of itself, its servants or agents (b) fraud or (c) any other liability the exclusion of which is prohibited or limited by law, shall be excluded or limited by the provisions of this Agreement, save to the extent permitted by law. The Parties acknowledge and agree that the indemnity provisions in this clause shall survive termination of the Agreement.
(bb)	**Representations and Warranties of both parties**	(a) The Broadcaster represents to the Licensee that it has the requisite powers and authority to enter into the Agreement, and to fully perform its obligations hereunder. Similarly, the Licensee represents to the Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder. (b) Either Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party. (c) Either Party shall comply with the Applicable Laws. (d) Either Party hereby represents, warrants, undertakes to the other Party and agrees that in performing its obligations or exercising its rights etc. under this Agreement, each Party and its respective employees shall not pay, offer or promise to pay or authorize the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and

		all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with and in compliance of Prevention of Corruption Act, 1988, Indian Penal Code, 1860 including all applicable Indian laws.
(cc)	**Representations and Warranties of Broadcaster**	(a) As on date of this Agreement, the Broadcaster has received downlinking permission for the Channel(s) as required under Applicable Laws from Ministry of Information & Broadcasting. (b) The distribution of the Channel(s) is permitted in the Territory. (c) No court or tribunal or any other authority has passed an order banning the distribution of the Channel(s) in the Territory. (d) It shall keep Licensee informed of any order or direction of any authority or court or tribunal suspending, banning or forbidding the distribution of the Channel(s) in the Territory.
(dd)	**Representations and Warranties of Licensee**	Licensee warrants, represents and undertakes that: (i) it has the right power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) it will obtain and maintain all necessary rights, consents, clearances and approvals required to comply with its own obligations and otherwise comply with the applicable laws in complying with such obligations; (iii) it shall submit to Broadcaster a copy of its registration under the Cable Television Networks (Regulation) Act, 1995 as a cable operator along and maintain such registration in force throughout the Licence Period; (iv) it shall not use the name, trademarks, service marks or logos of the Channel(s) or the BBC other than as permitted in the Logo Licence attached hereto as Annexure B; (v) it will not, except as expressly provided for by this Agreement, distribute, alter or otherwise make use of the Channel(s) or authorise any other party to do so; (vi) it shall not sub-license any of its rights hereunder to any other party without Broadcaster's prior written consent; (vii) it shall use reasonable endeavours to inform Broadcaster of any new or amended laws, regulations or requirements which come into force in the Territory which shall or may in any way affect Licensee's exercise of the rights granted under this Agreement; (viii) it shall be solely responsible for obtaining and complying with all appropriate and necessary authorizations, licenses, approvals, laws, rules, regulations and other permission, if any, that may be required from the appropriate authority for the reception and distribution of the Channel(s) in the Territory to Subscribers; and (ix) it shall comply with all policies and procedures reasonably issued by Broadcaster from time to time including the Anti-Fraud and Corruption Code of Conduct (as amended from time to time) the current version of which is attached at Annexure C or any other policies notified to Licensee from time to time. (x) it shall not re-transmit the Subscribed Channel(s) via any medium other than the Licensee's Permitted Digital Distribution Platform identified by the Licensee in this Agreement. (xi) it shall provide the Subscriber Reports and pay Broadcaster's share of MRP, together with applicable taxes, in a timely manner. (xii) it shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channel(s) at the time of retransmission except its service logo. (xiii) it shall retransmit the signals of the Subscribed Channel(s) in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition,

		deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channel(s). (xiv) it shall not, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s). (xv) it shall not place the Subscribed Channel(s) next to any pornographic or gambling channel or include in any package or tier that contains any channel with pornographic content or any gambling Service or such content which is illegal as per the applicable law. (xvi) It shall not distribute the subscribed Channel(s) to commercial subscribers. (xvii) It shall upon expiry/termination of the Agreement, return the Equipment in good working condition to Broadcaster and pay all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination. (xviii) It shall upon change in the designated satellite of the Subscribed Channel(s), make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense. (xix) It shall keep accurate and complete records and accounts of billings of the Subscribers and make such records available to the Broadcaster for inspection upon reasonable notice. The Licensee undertakes to furnish and submit all information and/or documents as may be required by Broadcaster from time to time.
(ee)	**Packaging & Retailing**	Licensee shall always have full flexibility to offer the Channel(s) on a-la-carte basis or package the Channel. There exists no restriction in terms of packaging the Channel(s) in any of the Licensee's consumer offerings / packages / tiers on the Platform including putting the Channel(s) in one or more of such tiers / packages / consumer offerings. Notwithstanding the foregoing, Licensee agrees that the Licensee shall ensure that the Channel(s) shall not be packaged with or positioned on an EPG or distribution tier with any channel containing pornographic programme material or any other material which is likely to have an adverse effect on the name, business or reputation of Broadcaster, the BBC or the Channel; Notwithstanding the foregoing, during the Term, Licensee will not target the Channel(s) for discriminatory treatment vis-à-vis similar channels falling within the same genres.
(ff)	**EPG**	Licensee will include the name of the Channel(s) and necessary details of programmingin its on screen electronic programming guide ("**EPG**") without charging any additional fee for the same. If Licensee changes the EPG numbers Licensee shall promptly notify the Broadcaster of any such change in writing and shall use best endeavours to give three (3) months prior written notice to Broadcaster to assist with Broadcaster's marketing of the Channel(s) with correct EPG numbers. In any event, such change should not make the accessibility of the Channel(s) less beneficial than other channels in the same genre.
(gg)	**Regulatory Intervention**	In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority of India or any final un-appealable order of any competent court or tribunal which would have a material effect on either of the Parties' ability to fulfill their obligations under this Agreement not arising due to an act or omission of the Parties, the Parties may mutually discuss and agree to give effect to this Agreement as far as practicable to be read to give effect to under the then prevailing legal and regulatory position and the change effected thereto provided that in the event that the Parties are unable to agree such alternative

		provision or amendment to the Agreement then either Party shall be entitled to terminate this Agreement in accordance with termination clause below.
(hh)	**Termination**	Either Party has a right to terminate this Agreement by a prior written notice of twenty one (21) days to the other party in the event of: (a) material breach of this Agreement by the other Party which has not been cured within referred notice period of twenty one (21) days of being required in writing to do so; (b) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; (c) the regulatory license/ approval necessary for Licensee to operate its digital addressable platform being revoked/ suspended or terminated at any time by the appropriate authority; (d) failure of the defaulting Party to comply with applicable law or any change in applicable law applicable to it in complying with such obligations. Broadcaster shall have the right to terminate this Agreement by a prior written notice of twenty one (21) days to Licensee if: (a) Licensee is in default of payment of subscription revenue to the Broadcaster; (b) Licensee breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or (c) Broadcaster discontinues the Channel(s) with respect to all distributors in the Territory. In addition, Broadcaster may forthwith terminate Agreement, at any time, without liability, upon twenty one (21) days prior written notice to Licensee, if (a) Licensee's conduct or any material change in the business of Licensee (including the composition or character of its services) or in the ownership and/ or control of Licensee is such that in the reasonable opinion of Broadcaster, it may adversely affect the reputation of the Broadcaster or its Affiliates or the Channel(s). For the avoidance of doubt affiliations, activities or services that may be considered to adversely affect the reputation of Broadcaster shall include without limitation adult entertainment including pornography, escort agencies and websites, sex chat lines, weapons, weapons manufacturing and gun clubs, and affiliations with religious and/or political bodies or groups; (b) the Logo Licenses between the BBC and Licensee is terminated for any reason; (c) Broadcaster wishes to withdraw any or all of the Channel(s) from distribution in the Territory or Broadcaster in its reasonable opinion believes that continued distribution will infringe local law or regulation or third party rights in the Territory; (d) Broadcaster believes in good faith and reasonable judgment that it is threatened by or may be subject to legal, governmental or other adverse action, under applicable treaties, tariffs, laws, rules regulations or orders, that may restrict the right of Broadcaster to provide the Channel(s) or any part thereof in the Territory;

		(e) If Licensee commits any action or omission that adversely affects Broadcaster's interests in the promotion of the Channel(s) and/ or its reputation. Licensee shall have the right to terminate this Agreement on written notice to Broadcaster if Licensee discontinues its digital addressable cable TV system business and provides at least ninety (90) days prior written notice to Broadcaster. The expiry or termination of this Agreement for any reason shall not cancel any indebtedness or otherwise affect the accrued rights and liabilities of the Parties to this Agreement. Notwithstanding anything mentioned in this Agreement, Broadcaster shall have the right to terminate this Agreement, at any time, without any reason whatsoever, by serving a prior written notice of twenty one (21) days on the Licensee. Upon termination or expiry of this Agreement: (a) Broadcaster shall disconnect/ deactivate signals of Subscribed Channel(s). (b) Licensee shall promptly return back to Broadcaster or its authorized representative the IRD Units in good working order; (c) Licensee shall cease to provide or distribute/ transmit the Channel(s) to the Subscribers; and (d) Licensee shall cease to use the Intellectual Property Rights of Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as Broadcaster may require. The Licensee shall within seven (7) days of the expiry/termination pay to the Broadcaster all outstanding payments and/or other sums that may be payable to the Broadcaster, under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 12% per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
(ii)	**Limitation of Liability**	(i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever. (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.
(jj)	**Governing Law**	This Agreement shall be governed and construed under the laws of India.
(kk)	**Dispute Resolution**	Should any dispute, difference or claim arise between the Parties concerning the provisions of this Agreement, then the Parties shall attempt in the first instance to resolve such disputes, differences or claims amicably through their respective CEOs (or their nominees). If any such disputes, differences or claims remain unresolved within fourteen (14) business days, or such extended period as may be mutually agreed, from the date when referred to the CEOs of the respective Parties, then such dispute, difference or claim shall be finally settled on the application of either Party:

		(i) by the Telecom Disputes Settlement and Appellate Tribunal ("TDSAT") or any other such tribunal or court as may be prescribed under the Telecom Regulatory Authority of India Act 1997 or any subsequent laws; or (ii) by the courts of competent jurisdiction located in the city of Delhi in relation to all other matters.
(ll)	**Final Agreement**	This Agreement supersedes all former agreements (whether written or oral) between Licensee and Broadcaster and embodies the entire understanding and all terms agreed between the Parties relating to the Channel(s); all former agreements be and are hereby cancelled and terminated.
(mm)	**Assignment**	Licensee shall not be entitled to assign, sub-license, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Broadcaster and any purported assignment shall confer no rights upon the purported assignee. Broadcaster shall at any time be entitled to assign its rights under this Agreement (or any part thereof) to any entity within the BBC group.
(nn)	**Notices**	Notices may be delivered by hand, registered post or facsimile (with a copy posted). Notices given by hand shall be deemed to have been given on delivery, notices sent by post shall be deemed to have been given three (3) days after the date of mailing by recorded or registered post, and notices given by facsimile shall be deemed to have been given when transmitted provided that the sender shall have received, and can produce, a transmission report indicating that all pages of the notice have been transmitted to the correct facsimile number. Any notice or other communication to be given under this Agreement shall be in writing in the English language and shall be sent to the Party to be served at the address first set forth above or such other address as may be notified by that Party.
(oo)	**Force Majeure**	If because of a force majeure event either Party cannot perform its obligations for more than sixty (60) days, then either Party shall be entitled to terminate this Agreement on Twenty One (21) days written notice. A force majeure event includes but is not limited to any satellite failure, war, civil commotion, governmental action, accident, epidemic or any other event of any nature or kind whatsoever beyond the reasonable control of the Party failing to perform. In the event of such force majeure the Parties' obligations hereunder shall be suspended.
(pp)	**Severance**	In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or it may be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect unless the Parties to this Agreement decide that the effect of such declaration is to defeat the original intention of the Parties in which event either Party to this Agreement shall be entitled to terminate this Agreement on thirty (30) days' written notice in accordance with termination clause above.
(qq)	**Amendment**	No amendment to this Agreement will be valid unless confirmed mutually in writing by the Parties to this Agreement and signed by duly authorised representatives.
(rr)	**No partnership**	The Parties are not partners nor is this a joint venture agreement, nor is Licensee an agent of Broadcaster. Either of the Parties shall not attempt to incur any liability on behalf of the other Party and shall not hold itself out to any third party as being able to do so.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement in the presence of the below stated witnesses:

Signed by	Signed by
For and on behalf of	For and on behalf of
BBC Global News India Private Limited	**Licensee**
Name Rahul Bhasme	Name K Senthilkumar
Title Director	Title Authorized Signatory
Date……..	Date……

Annexure A

CHANNEL RATES

(A) A LA CARTE RATES

Channels	Maximum Retail Price per subscriber per month (Rs.)	Tick
BBC NEWS	INR 1.5 (Rupee One and fifty paise only)	✓

Channels	Maximum Retail Price per subscriber per month (Rs.)	Tick
CBEEBIES	INR 3 (Rupee Three only)	✓

(B) BOUQUET RATES

Channels	Maximum Retail Price per subscriber per month (Rs.)	Tick
BBC INDIA BOUQUET (BBC NEWS + CBEEBIES)	INR 3 (Rupees Three only)	✓

Note:

Broadcaster reserves its right to revise the above rate as per company policy in accordance with applicable laws and regulations or pursuant to change in tariff regulations by any administrative, governmental or judicial authority. Upon such revision, Licensee agrees and unconditionally undertakes to pay the revised License Fee pro rata from the effective date of such revision.

(A) INCENTIVE

The Licensee shall be eligible for the Incentive based upon achieving the subscriber base as per the discount qualifying grid set out in the below table:

S.no	Subscriber Base (in percentage)	Discount (in percentage)
(i)	10	10
(ii)	15	12
(iii)	20	15

For the purpose of this Agreement, the Subscribers Base shall mean the total subscription percentage of the channel achieved by the Licensee in the month both in a-la-carte as well as Bouquet.

Annexure B

LOGO LICENCE

(BBC NEWS)

To: **Skylink Networks**
B6, 2nd Floor, Vue Grande, 339 Chinnaswamy Road, Siddhapudhur, Coimbatore TA/Dist. Coimbatore, State TamilNadu - 641044
("you")

From: **THE BRITISH BROADCASTING CORPORATION**

Broadcasting House, Portland Place, London, W1A 1AA

("the BBC")

Date:

Dear Sirs

The BBC grants you a non-exclusive licence to reproduce the BBC NEWS logo in the form for the time beingapproved by the BBC ("**the Logo**") on paper-based or on-line marketing materials and programme listings for the Channel in the Territory while the Main Agreement is in force for the sole purpose of indicating that the Channel is available on the Licensee's Network on the following conditions:

1. "**Main Agreement**" means an Agreement between BBC Global News India Pvt. Limited and you Dated_ ___. Definitions in the Main Agreement apply and "**Licensed Materials**" means itemson which the Logo is reproduced pursuant to this Licence.

2 Licensed Materials displayed and/or distributed via electronic means (e.g. the internet) shall be clearly directed at the Territory.

3 The artwork of the Logo must be as supplied by the BBC. You will use the Logo in accordance with any style guidelines relating to the Logo, and any other relevant standard guidelines provided to you from time to time. The Licensed Materials shall be of good quality, in keeping with the reputation of the BBC and/or BBC Global News both in the manner and context of the use; produced and dealt with in strict compliance with this Licence, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the Territory.

4 The use of the Logo with basic programme schedule information ("listings") or in programme guides must (1) comply with any relevant style guide (2) be solely for the purpose of identifying the BBC's programmes (3) be commensurate with the use of the Logo of any third party whose programmes also appear (4) not imply any endorsement by the BBC of any other person or of anything other than the BBC's programmes, and (4) not misrepresent the relationship between the BBC and any other person.

5 All Licensed Materials other than those falling under paragraph 4 must have the prior written approval of the BBC (or of BBC Studios Distribution Limited on its behalf). You will on request supply to the BBC copies of the Licensed Materials as issued.

6 You acknowledge that the BBC is the owner of the Logo and copyright and all other rights and goodwill in it and will not make or attempt to make any copyright, trade mark or domain name application in relation to it.

7 You will not make use of the Logo, the name of the BBC or any of its subsidiaries or of any other intellectual property in which the BBC has rights, except as permitted bylaw or as provided bythis Licence or anyother written agreement between the BBC and you. You may use the words "BBC News" but only as part of a factually correctstatement (e.g. "BBC News is available on Intelsat 20").

8 You will, unless otherwise agreed during the approval process, put on all Licensed Materials (except listings and programme guides) the notice "BBC News logo © BBC 1996".

9 This Licence will terminate on the termination or expiry of the Main Agreement. The BBC may terminate this Licence earlier on written notice if (1) you breach any of the terms of this Licence or the Main Agreement or (2) you cease to carry on business or go into bankruptcy, liquidation or any equivalent process or (3) the BBC reasonably believes that the use of the Logo will infringe the rights of anyone else or (4) there is any change in control either of you or of any company which controls you directly or indirectly unless you have told the BBC of the change of control and the BBC has agreed not to exercise this right. The BBC shall have no liability to you as a result of terminating this Licenceand on termination you will immediately cease using the Logo in any form.

10 You will indemnify the BBC against any loss it suffers as a result of your breaching the terms of this Licence.

11 You will promptly inform the BBC of any infringement of the BBC's rights in the Logo which comes to your attention. The BBC is not obliged to take any action but if it does you will provide such assistance as it reasonably requests, for which the BBC will reimburse your reasonable out-of-pocket costs. You may not bring any action yourself for infringement of the Logo or against any claim that your use of the Logo infringes other people's rights (though you will inform the BBC if you receive such a claim).

12 You may not assign, transfer, sub-licence, dispose of or encumber or dispose of your rights or obligations under this Licence.

13 The provisions of this Licence shall prevail if there is any conflict between them and those in the Main Agreement.

14 This Licence shall be interpreted in accordance with English law and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

Please acknowledge your acceptance of the foregoing by signing where indicated below

Yours faithfully

For and on behalf of	For and on behalf of
BBC Global News India Private Limited	**Licensee**
Name Rahul Bhasme	Name K Senthilkumar
Title Director	Title Authorized Signatory
Date……..	Date……

TRADE MARK LICENCE

(CBEEBIES)

Date:

BETWEEN:

The BBC	**THE BRITISH BROADCASTING CORPORATION** a public corporation incorporated under the laws of England and Wales by Royal Charter whose principal office is at Broadcasting House, Portland Place, London, W1A 1AA

AND

The Licensee	**Skylink Networks** B6, 2nd Floor, Vue Grande, 339 Chinnaswamy Road, Siddhapudhur, Coimbatore TA/Dist. Coimbatore, State TamilNadu - 641044

The BBC grants to the Licensee a non-exclusive licence to use, and the Licensee undertakes to use, the Trade Marks in the Territory during the Term on Products and Associated Material subject to the terms and conditions of this agreement, including the General Terms ("**this Licence**").

In this Licence, the following Special Definitions apply:

Main Agreement:	An Agreement made between **BBC GLOBAL NEWS INDIA PRIVATE LIMITED** *and* 6th Floor, HT House, K. G. Marg, New Delhi -110001 and the Licensee and dated [……*insert date of Main Agreement*] pursuant to which this Licence is granted
The Trade Marks:	The logo of the channel CBeebies in the form[s] shown below: (or in such other form[s] as the BBC may from time to time direct)
Associated Material:	**The list below is exhaustive and not illustrative**

Packaging material (including if appropriate inlays and sleeves)	Yes/No

Programme guides or listings (in any medium)	Yes/No
Paper-based promotional material	Yes/No
On-line promotional material:	
World Wide Web	Yes/No
Mobile telephones & networks	Yes/No
Interactive TV	Yes/No
On-screen promotional material:	
TV (non-interactive)	Yes/No
Cinema	Yes/No
In-flight	Yes/No
Other:	Yes/No

[*insert full details of the other type(s) of Associated Material*]

The Trade Mark Notice (General Term 6):	"[ ] [is/are] trade mark[s] of the British Broadcasting Corporation and are used under licence. [ ] © BBC [*Date device/logo created*]."
Licensee's address for notices (General Term 10):	Attention:
Address for copies of notices to the BBC (General Term 10):	*(insert details of BBC Group person who is managing the deal)* Attention:
Time limits for submitting samples (General Term 4.2):	For use On-line : [ ] days before using the Trade Marks live On-line In any other case: [ ] days before manufacturing the Licensed Product *[if GT 4.1 applies, delete the above and put "N/A - General Term 4.1 applies"]*
Time limits relating to approval (General Term 4.2):	For use On-line : [ ] days after receipt of the Samples In any other case: [ ] days after receipt of the Samples *[if GT 4.1 applies, delete the above and put "N/A - General Term 4.1 applies"]*
BBC's address for samples (General Term 4.2 and/or 4.4):	Name: *(insert details of person in BBC Group doing sample approval)* Position:

Address:

Tel:
Fax:
Email:

If any special conditions apply, they are set out below:

[here insert any special conditions and any changes to the GTs]

DULY EXECUTED

SIGNED for and on behalf of the BBC

Signature	…….
Name	Rahul Bhasme
Title	Director
Date	…….

SIGNED for and on behalf of the Licensee

Signature	…….
Name	K Senthilkumar
Title	Authorized Signatory
Date	…….

GENERAL TERMS

1 Definitions

1.1 Terms defined in the Main Agreement shall, unless separately defined below or in the Special Definitions, or the context otherwise requires, have the same meaning in this Licence.

1.2 In this Licence, unless the context otherwise requires, the following terms shall have the meanings given to them and the singular shall include the plural and vice versa:

"Associated Material"	means items of the types described in the Special Definitions (if any) and which are produced for the purpose of advertising and marketing the Products
"BBC Group"	means the BBC and its present or future Subsidiaries
"company"	includes any body corporate wherever and however incorporated or established
"Group"	means, in relation to a company, that company and any company which is a Holding Company of that company or a Subsidiary of that company or of such Holding Company
"Licensed Product"	means any Product or Associated Material on which any of the Trade Marks appear pursuant to this Licence
"On-line"	means by means of display and/or distribution via electronic means including but not limited to the World Wide Web, mobile or cellular telephones and networks, interactive TV, or other screen-based mechanisms
"Product"	means anything produced and/or distributed pursuant to the Main Agreement
"Samples"	means (where the Trade Marks are to be used On-line) (1) a screen shot or other representation of the display of the proposed Licensed Product, or sufficient information to enable the BBC to access it and (2) details of the proposed Online location of the Licensed Product (e.g. the url), or (in any other case) two (2) true and accurate samples of each Licensed Product
"Subsidiary" / "Holding Company"	a company is a Subsidiary of another company (its Holding Company) if that other company controls it, directly or indirectly (whether through one or more subsidiaries)
"Term"	means the licence period specified in the Main Agreement together with any variation, extension or renewal of such licence period
"Territory"	means the countries in which rights may be exercised by the Licensee under the Main Agreement
"Trade Marks"	means the word mark(s) and/or device(s) (including logos) described in the Special Definitions and, if permitted under and agreed pursuant to the Main Agreement, translations or transliterations of them and/or alternatives to them
"to control"	in this clause 1 and in clause 7.2.4 means to have the ability to direct the affairs of the entity concerned whether by virtue of contract, ownership of shares, voting rights or otherwise, and the noun "control" shall have a corresponding meaning

2 Territory

2.1 Subject to clause 2.2, the Licensee shall not sell, supply, market or advertise for sale outside the Territory any item on which any Trade Mark is used. If the Territory is not the world, On-line Licensed Products (if permitted under this Licence) shall be clearly directed at the Territory.

2.2 If the Territory includes a part of the European Economic Area as from time to time constituted or of any successor organisation ("**the EEA**"), the Licensee shall be entitled to fulfil unsolicited requests to purchase a Licensed Product from third parties situated outside the Territory but within the EEA.

3 Quality Control

The Licensee shall use the Trade Marks in accordance with any style guidelines relating to the Trade Marks (if the mark "BBC" is licensed, the relevant guidelines can be accessed on the BBC website bbc.co.uk) and any other relevant guidelines provided to the Licensee from time to time. The Licensee shall not use the Trade Marks in a manner which may be taken to indicate an endorsement by the BBC. The Licensee hereby undertakes that the Licensed Product shall be:

3.1 of good quality in design, material, and workmanship

3.2 safe, non-injurious and suitable for the intended purpose

3.3 in keeping with the editorial integrity and reputation associated with the BBC and/or the Trade Marks both in the manner and context of the use

3.4 produced, distributed, sold, marketed and advertised in strict compliance with this Licence, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the Territory, and shall include appropriate warnings and be labelled so that the manufacturer of them is clearly identifiable

3.5 approved by the BBC (or on its behalf by the member of the BBC Group which is signatory to the Main Agreement) in accordance with the provisions of clause 4.

4 Sample approval

4.1 If the Main Agreement contains provisions for the approval of samples by the member of the BBC Group which is signatory to it prior to use, the procedure for the approval of samples set out in the Main Agreement (with the exception of any provision for deemed approval) shall apply to approval of samples under this Licence.

4.2 If the Main Agreement contains no provisions for the approval of samples by the member of the BBC Group which is signatory to it prior to use, the Licensee shall provide Samples to the BBC at the address specified in the Special Definitions,together with a written request for approval of them, within the time limit specified in the Special Definitions, and the BBC shall use reasonable efforts to inform the Licensee whether or not the Samples are acceptable within the time limit specifiedin the Special Definitions. If the Licensee does not receive notice that the Samples are acceptable, they are deemed unacceptable.

4.3 The prior approval of samples of use of the Trade Marks in programme listings or programme guides (if permitted under this Licence) is not necessary provided that:

4.3.1 the use of any logo complies with any relevant style guide and the artwork of the logo is as supplied by the BBC

4.3.2 the use is solely for the purpose of identifying the BBC's programmes, is commensurate with the use of the trade marks of any third party whose programmes also appear in the listings or guide, does not imply any endorsement by the BBC of any other person or of anything other than the BBC's programmes, and does not misrepresent the relationship between the BBC and any other person

4.3.3 where the use is On-line, the Licensee will within 24 hours of receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the conditions in this clause 4.3 or if the BBC requests changes and such requests have not been complied with within 24 hours of the receipt of the request

4.3.4 where the use is other than On-line, the Licensee will in the edition following, or if earlier within 30 days of, receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the conditions in this clause 4.3 or if the BBC requests changes and such requests have not been complied with in the edition following, or if earlier within 30 days of, receipt of the request

4.3.5 the BBC may at any time by notice to the Licensee withdraw the provisions of this clause 4.3 (so as to require the Licensee to obtain the BBC's prior approval of samples of use in programme listings or programme guides) and subsequently reinstate them.

4.4 The Licensee may submit a Sample to the BBC at the address specified in the Special Definitions with a request that it be approved as a "Format", indicating which elements of it will be constant in each version produced. The BBC shall be under

no obligation to grant approval as a Format and may do so on such conditions as it sees fit. If a Format is approved by the BBC, Licensed Products in that format (an "**Approved Format**") may be produced by the Licensee without the need to obtain approval to each version provided that:

4.4.1 the constant elements are in accordance with the Approved Format

4.4.2 the requirement to supply copies contained in clause 4.5 is complied with

4.4.3 where the use is On-line, the Licensee will within 24 hours of receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the Approved Format or if the BBC reasonably requests changes and such requests have not been complied with within 24 hours of the receipt of the request

4.4.4 the BBC may at any time by notice to the Licensee withdraw approval of an Approved Format under this clause 4.4 (so as to require the Licensee to obtain the BBC's prior approval of samples of each use).

4.5 The Licensee warrants that the Licensed Product shall conform in every way to the Samples as approved by or on behalf of the BBC and undertakes that:

4.5.1 it will make no use of any of the Trade Marks or of the Licensed Product other than for the purposes of complying with clauses 4.1, 4.2 or 4.4 as appropriate unless and until the Licensee has the express written approval of the BBC

4.5.2 it will not make any alterations, modifications or changes to the Licensed Product without the specific written consent of the BBC. If any changes are made, the provisions of clauses 4.1, 4.2 or 4.4 as appropriate shall apply

4.5.3 it will supply to the BBC free of charge further Samples of the Licensed Product as issued no later than the first day on which the Licensed Product is so released, and, upon request by the BBC (at intervals not more frequent than quarterly) and at the BBC's cost (which shall be at cost or the best trade price if greater), supply to the BBC further Samples of the Licensed Product as manufactured, sold, issued or made available.

5 Rights in and Registration of the Trade Marks

The Licensee acknowledges and agrees that:

5.1 the BBC is the proprietor of the Trade Marks, any copyright, design rights and other intellectual property rights subsisting in and the goodwill relating to the Trade Marks

5.2 the benefit of all use of the Trade Marks and any additional goodwill accrued as a result of the Licensee's activities in connection therewith shall inure, and is hereby assigned, to the BBC

5.3 the Licensee will not use the Trade Marks in a manner likely to prejudice their legal protection or validity. In particular, without prejudice to the generality of the foregoing, the Licensee shall ensure that if any other logos and/or trade marks are used or incorporated on the Licensed Product they are kept separate from, and are not used in any manner which could lead to confusion as to the ownership, the identity or the distinctive character of, the Trade Marks

5.4 except as permitted by law or as expressly provided by this Licence or any other written agreement between the parties, the Licensee will not make use of the Trade Marks, the name of the BBC or any of its Subsidiaries (present or future) or of any other trade mark, design, copyright or other intellectual property in which the BBC has proprietary rights

5.5 no application for trade mark nor (unless expressly permitted in writing by the BBC) for domain name registration of, or including, any of the Trade Marks may be made other than by the BBC. The Licensee shall if so required by the BBC co-operate with the BBC in securing or attempting to secure registration of the Trade Marks anywhere in the Territory (which shall include providing such written details and further samples of the Licensed Product as the BBC may reasonably request)

5.6 the BBC may register the Licensee as licensee or registered user of the Trade Marks in any part of the Territory where registration is necessary or desirable in accordance with the applicable trade mark law and such registration may be cancelled by the BBC on expiry or earlier termination of this Licence for whatever reason

5.7 the Licensee will on receipt of a request from the BBC enter into any further agreements or execute any documents reasonably required by the BBC in order to give effect to clause 5.2 and/or to secure any registrations or cancellations pursuant to clauses 5.5 and 5.6. If registration is at the request of the Licensee, the Licensee shall bear the costs of such registration but in any other case the Licensee's reasonable costs shall be met by the BBC.

6 Trade Mark and Copyright Notices

The Licensee shall cause to appear on every Licensed Product the notice(s) specified in the Special Definitions and/or such other markings or notices and in such locations and sizes as the BBC may from time to time require in order to give appropriate notice of the BBC's trade mark or other intellectual property rights.

7 Termination

7.1 Subject to subclauses 7.2 and 7.4 below, this Licence shall terminate on the termination or expiry of the Main Agreement for whatever reason save that if the Main Agreement provides for a sell-off period after expiry or termination the Licensee shall have the non-exclusive right to use the Trade Marks on the items covered by this Licence for the duration of the sell- off period subject to the terms and conditions of this Licence.

7.2 The BBC may terminate this Licence immediately on the giving of written notice to the Licensee if:

7.2.1 the Licensee commits a breach of any of the terms of this Licence or the Main Agreement and fails to remedy such a breach (if capable of remedy) within 30 (thirty) days (or such shorter reasonable period as is specified in the notice) after receiving written notice from the BBC to do so; or

7.2.2 the Licensee makes or authorises any representation or does or authorises any act which may be taken to indicate that it has any right, title or interest to the ownership or use of the Trade Marks except under the terms of this Licence; or

7.2.3 the Licensee or any company within its Group challenges the validity of or the BBC's title to any of the Trade Marks; or

7.2.4 there is any change in control of the Licensee or any Holding Company of the Licensee unless such change of control occurs as part of a bona fide solvent restructuring within its Group; or

7.2.5 any material step is taken with a view to the Licensee ceasing to carry on business, or going or being put into receivership, administrative receivership, administration, bankruptcy, liquidation or any equivalent process in any relevant jurisdiction

7.2.6 the Licensee fails to comply with a notice served under clause 4.3.3, 4.3.4 or 4.4.3.

7.3 The Licensee will immediately notify the BBC of any event giving the BBC the right to terminate under clause 7.2.4 or 7.2.5.

7.4 Either party may terminate this Licence forthwith on written notice if the continued performance of it is prevented for a period of 60 (sixty) days or more by reason of an event beyond the reasonable control of either party.

7.5 On termination of this Licence or, if relevant, any sell-off period provided for by the Main Agreement, the Licensee shall immediately cease using the Trade Marks in any form and all rights granted under this Licence shall immediately revert to the BBC. Termination of this Licence shall be without prejudice to the accrued rights of each party at the date of termination.

7.6 Clauses 5.5, 5.7, 7.5, 9 and 12.2 shall survive termination or expiry of this Licence.

8 Infringement

8.1 The Licensee shall immediately give full particulars in writing to the BBC of:

8.1.1 any actual, threatened or suspected infringement by a third party of any of the BBC's rights in and to the Trade Marks which comes to the Licensee's attention. The BBC shall not be under any obligation to take any legal or other action against any such third party. Should the BBC decide to take action against any such third party, the Licensee shall provide such cooperation or assistance in this connection as the BBC may reasonably request, including but not limited to joining the action as a party, the Licensee's reasonable costs for doing so being reimbursed by the BBC. The Licensee shall not be entitled to bring any action for infringement of the Trade Marks in its own name or on its own behalf

8.1.2 any claim that the use of the Trade Marks by the Licensee infringes the rights of any third party in any part of the Territory ("**Third Party Claim**") which comes to the Licensee's attention. The Licensee shall make no comment or admission to any third party in respect of such claim without the prior written approval of the BBC such approval not to be unreasonably withheld, and shall provide such cooperation or assistance in defence of any such claim as the BBC shall reasonably require.

8.2 If the BBC at any time reasonably considers that a Third Party Claim is well founded or that there is an unacceptable risk of a Third Party Claim, the BBC may inform the Licensee in writing specifying the Trade Mark in question and the applicable part of the Territory, whereupon the Licensee shall forthwith cease to use that Trade Mark in the Territory or the part of th e Territory specified and the BBC shall have no liability to the Licensee as a result.

9 Warranties, indemnity and insurance

9.1 Each party represents, undertakes and warrants that it has the full authority, power and capacity to enter into and fully perform this Licence, but the BBC gives no other warranty including, without limitation, any warranty that th ere are no conflicting third party rights in any part of the Territory.

9.2 The Licensee shall indemnify the BBC (which expression shall in this clause 9.2 include its officers, servants, agents, assignees and any company within the BBC Group) against all liabilities, loss, damages, costs and expenses including reasonable legal costs and attorneys' fees, that the BBC may directly incur as a result of the use of the Trade Marks by the Licensee, except insofar as they arise out of any breach of this Licence by the BBC.

9.3 The Licensee shall arrange and maintain with a reputable insurer adequate (1) public and product liability insurance and (2) professional indemnity or errors and omissions insurance. The cover shall be at least three million pounds sterling (£3,000,000) in respect of any one claim (in the case of public liability) or in the aggregate (in the case of product liabil ity and professional indemnity) and with scope of cover appropriate to the liability of the Licensee. The BBC shall be named as an additional insured, or the BBC's interest noted on the policy, unless otherwise agreed in writing. For the avoidance of doubt, such minimum insurance level shall not be a limit of liability under this Licence. The Licensee shall produce to the BBC on demand copies of the insurance policies maintained in accordance with the terms of this clause, and receipts for premiums required to be paid in relation to such policies.

10 Address for Notices

10.1 All notices given by the parties under this Licence shall be in writing and delivered by registered post, airmail or facsimile (with a copy posted) to the respective addresses or facsimile numbers given below (until one party gives written notice to the other indicating otherwise) and shall be effective notwithstanding any change of address not so notified.

The BBC: The British Broadcasting Corporation
Broadcast Centre BC2 B6
201 Wood Lane
London
W12 7TP

Attention: Head of Intellectual Property

The Licensee: as specified in the Special Definitions

10.2 Proof of dispatch, posting or transmission shall constitute proof of receipt two days after dispatch (if by registered post or courier), seven days after posting (if by airmail) or the next business day following the date on which the facsimile was transmitted by the sender (if by fax).

10.3 Copies of all notices to the BBC must be sent to the address specified in the Special Definitions.

11 Assignment etc

11.1 This Licence is personal to the Licensee which shall not assign, transfer, sub-license, mortgage, pledge, charge, or in any other way encumber or dispose of or purport to encumber or dispose of its rights or obligations under this Licence.

11.2 Without prejudice to the generality of clause 11.1:

11.2.1 if the Licensee properly and with the consent of the member of the BBC Group which is signatory to the Main Agreement sub-licenses any of its rights under the Main Agreement to a third party (the "**Sub-Licensee**") and the Sub-Licensee wishes to use the Trade Marks, the Licensee shall procure that the Sub-Licensee shall prior to using the Trade Marks enter into a Trade Mark Licence directly with the BBC in a substantially similar form to this Licence

11.2.2 the Licensee may permit any company within its Group (the "**Company**") to exercise the Licensee's rights under this Licence on its behalf. The Licensee undertakes to supply full details to the BBC of any such permission, to notify the Company of the existence of this Licence, and to ensure the Company's compliance with it. The Licensee shall remain liable under this Licence for any acts of the Company

11.2.3 third parties ("**Manufacturers**") may be subcontracted to manufacture the Licensed Product for the Licensee. Manufacturers shall not distribute and/or sell the Licensed Product to anyone other than the BBC or the Licensee, or deal in any other way with the Licensed Product either within or outside the Territory. The Licensee shall remain liable under this Licence for any acts of Manufacturers.

12 General

12.1 Nothing in this Licence shall constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and, subject to clause

5.6, neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

12.2 Each party shall keep any confidential information relating to the business affairs of the other party and its Group secure and protected against theft, damage, loss or unauthorised access. Neither party will disclose any such information to any third party other than employees, agents or professional advisers of the disclosing party or its Group who need to know such information for the purposes of acting under and pursuant to this Licence and/or the Main Agreement and who are made aware of and have agreed to comply with this clause. The obligations of this clause shall not apply to any disclosure of information which is required by law or by a competent regulatory authority, and shall cease to apply to any information which has come into the public domain through no fault of the recipient.

12.3 No amendment of the terms of this Licence shall be valid or binding unless made by prior written agreement between the parties and signed by their duly authorised representatives.

12.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Licence shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

12.5 To the fullest extent permitted by law all provisions of this Licence shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision of this Licence.

12.6 This Licence represents the entire understanding between the parties and supersedes all prior agreements, whether oral or written, between the parties in relation to its subject matter. Neither party has entered into this Licence on the basis of, or has relied on, any statement or representation (whether negligent or innocent) except those expressly contained in this Licence. This sub-clause does not apply to any statement or representation made fraudulently.

12.7 Except as indicated in clause 9.2, no person who is not a party to this Licence has or shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence. Notwithstanding clause 9.2, the parties shall not require the consent of any other person in order to vary or rescind this Licence by agreement.

12.8 Each individual executing this Licence on behalf of a party hereto represents and warrants that he has been fully empowered by such party to execute this Licence and that all necessary action to authorise execution of this Licence by him has been taken by such party.

12.9 The provisions of this Licence shall prevail if there is any conflict between them and those in the Main Agreement.

12.10 The clause headings are for identification purposes only and shall not affect the meaning of the clauses themselves.

13 Counterparts

This Licence may be executed in one or more counterparts and by the parties to it on separate counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Licence but all the counterparts shall together constitute the same instrument.

14 Law and jurisdiction

14.1 Governing Law

This Licence shall be governed by and construed in accordance with English law.

14.2 Arbitration Agreement

Any dispute arising out of or in connection with this Licence, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The governing law of this arbitration agreement shall be Singapore law. The seat of arbitration shall be Singapore and the Tribunal shall consist of 1 (one) arbitrator. Where the parties to this Licence are of different nationalities, the sole arbitrator shall not have the same nationality as any Party unless specifically agreed otherwise by all parties in writing. The language of the arbitration shall be English.

15 Digital Signatures

The parties acknowledge and agree that this Licence may be executed by way of digital signatures, which shall be considered as original signatures for all purposes and shall have the same force and effect as original, wet-ink signatures.

Annexure C

BGNIPL ANTI-FRAUD AND CORRUPTION CODE OF CONDUCT FOR THIRD PARTIES (hereafter referred to as "the Code of Conduct")

BGNIPL is committed to conducting business in accordance with the highest ethical and legal standards and expects all Third Parties with whom it deals to do likewise. BGNIPL will not tolerate fraud or corruption or other dishonest or illegal conductat the commission of any Third Party. This Code of Conduct sets out BGNIPL's minimum requirements as regards the conductof Third Parties. By entering into an agreement with BGNIPL (whether in writing or otherwise) all Third Parties are deemedto have accepted and agreed to abide by the Terms of this Code of Conduct set out below. For the purposes of this Code of Conduct the term "Third Party" and "Third Parties" shall be deemed to include any agent, representative, supplier, vendor, purchaser, licensee, partner, consultant, or other party of whatsoever nature, (including individuals and organisations and corporate entities) who enters into any relationship with BGNIPL whether for the provision of goods or services to or from BGNIPL or otherwise.

The fight against fraud and corruption is the responsibility of everyone. In the event that the Third Party is uncertain about the terms of this Code of Conduct or its application it shall immediately notify BGNIPL to seek appropriate advice.

TERMS:

The Third Party shall at all times in the course of its dealings with BGNIPL:

- abide by all applicable laws and regulations to which it is subject and adopt a zero tolerance approach to fraud and corruption and illegal activity. In the event that the Third Party shall become aware of any actual (or suspected) fraud, corruption or other illegal activity or other activity which may adversely affect the name and / or reputation of BGNIPL, (whether or not pertaining directly to activities carried out for or on behalf of BGNIPL), the Third Party shall notify BGNIPL without delay and shall provide to BGNIPL in connection therewith such information as BGNIPL may reasonably require;

- ensure that all employees, contractors, staff, directors, officials and others authorized by or engaged by the Third Party, as well as all third parties with which the Third Party does or intends to do business, are aware of, accept and shall abide by the terms of this Code of Conduct, and acknowledge and accept, BGNIPL's zero tolerance to fraud, corruption and illegal activity;

- carry out appropriate background investigations and due diligence checks on all individuals, and entities the Third Party intends to have business dealings to ensure that such parties are also able to meet the requirements set out in this Code of Conduct;

- not enter into any arrangement or engage in any conduct (including without limitation, fraud, corruption, dishonesty and illegal activity) which brings BBC, the Channel or BGNIPL into disrepute or is likely to bring either into disrepute. The Third Party shall notify BGNIPL promptly in writing of any pre-existing arrangements or contracts that may cause reputational issues for BGNIPL. If the Third Party is unsure of any aspect of the due diligence required, the Third Party shall contact BGNIPL at the earliest opportunity;

- be alert as to and notify BGNIPL of close relationships between parties in the supply chain (e.g. agent / distributor) and any conflicts of interests or any relationships or close ties with government officials

- where the Third Party is acting as a representative or agent on behalf of BGNIPL, or is otherwise authorised to review, approve or incur fees, costs or expenses on behalf of BGNIPL, the Third Party shall obtain detailed breakdowns of all fees / costs and satisfy itself of the legitimacy of all items of expenditure;

- ensure any hospitality or entertainment offered or accepted is moderate, reasonable and appropriate, adheres to BGNIPL's Expenses and Hospitality Policy (in force from time to time) and serves a legitimate business purpose. Hospitality or entertainment must never be offered or accepted as any form of business inducement or create any potential

conflict of interest. No charitable donations may be made in the name of BGNIPL. Any queries relating to the offer or acceptance of hospitality shall be referred by Third Party to BGNIPL without delay;

- maintain complete and accurate books and records of account recording all business transactions and dealings entered into for on on behalf of or conducted in connection with BGNIPL's business which shall be available for inspection and audit by BGNIPL from time to time. Without prejudice to any separate contractual rights of BGNIPL, in the event of any finding of actual or suspected fraud, corruption, material error or misconduct, BGNIPL shall be entitled itself, and/or by its nominated agent on reasonable notice to access, inspect and audit, (including where appropriate the right to take copies of any relevant documents books and records), the books, records, systems, software, hardware, sites and facilities used by or on behalf of the Third Party in connection with the provision of services to or for BGNIPL.

Further to the above and without limitation of any of the foregoing provisions, the Third Party shall at no time, in the course of its dealings with BGNIPL:

- accept or offer a bribe even if it is considered to be local custom and practice within or outside of the Territory. This also includes making 'facilitation payments' to officials, in order to expedite the provision of services;

- accept or offer any personal favours, i.e. 'soft money' activities (i.e. perks such as trips or school placements);

- make a payment to a government official unless it is in accordance with the law. The Third Party should always seek independent verification (in writing) that the payment is legitimate;

- employ agents for the purpose of circumventing the terms of this Code of Conduct or carrying out any act in contraventionof any applicable laws or regulations. For the avoidance of doubt, where agents are engaged to carry out legitimate services for or on behalf of BGNIPL, The Third Party shall ensure that the remuneration of such agents shall not exceedthe normal and reasonable commercial rates for such services and shall be fully and properly accounted for.

Annexure D

IRDs

IRD(s) serial number, BBC----------

Having TID No. ----------

UA No.----------

Annexure E

APPLICATION FORM FOR REQUEST OF SIGNALS OF THE CHANNEL

1. Name of the distributor of television channels: Skylink Networks
2. The names of Owners/Directors/Partners of the distributor: K Senthilkumar
3. Registered Office address: B6, 2nd Floor, Vue Grande, 339 Chinnaswamy Road, Siddhapudhur, Coimbatore TA/Dist. Coimbatore, State TamilNadu - 641044
4. Address for communication:as above
5. Name of the contact person/ Authorized Representative: K Senthilkumar
6. Telephone: 9500004900
7. Email address: senthil@skylink.net.in
8. Copy of certificate of registration/ permission/ license (Attach a Copy): DAS License copy attached
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the distributor:
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:
11. Area wise present subscriber base of the distributor:
12. List of channels and bouquets for which signals of television channels are requested:
13. Service Tax registration number:
14. Entertainment Tax Number:
15. PAN No. (Attach a copy): CCJPS4784 and GST 33CCJPS4784G2Z5
16. Are the CAS/ SMS in compliance with the regulations: YES /NO
17. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, and the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (collectively referred to as "Jan 2020 Amendments, if available:

_____
(Signature)
Date and Place

DECLARATION

I K Senthilkumar s/o, Kuppusamy (Owner/Proprietor/Partner /Director/ Authorized Signatory),of_____(Name of Distributor of television channels), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017 and the Telecommunication (Broadcasting and Cable) ServicesInterconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (collectively referred to as "**Jan 2020 Amendments**. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

_____
(Signature)
Date and Place

Annexure F

TECHNICAL SPECIFICATIONS

Addressable Systems Requirements:

A) Conditional Access System (CAS) and Subscriber Management System (SMS):

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.

Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.

9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
(a) Unique customer identification (ID)
(b) Subscription contract number
(c) Name of the subscriber
(d) Billing address
(e) Installation address
(f) Landline telephone number
(g) Mobile telephone number
(h) E-mail address
(i) Channels, bouquets and services subscribed
(j) Unique STB number

(k) Unique VC number

12. The SMS should be capable of:
(a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs
(b) Locating each and every STB and VC installed
(c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about:
(i) The total number of registered subscribers
(ii) The total number of active subscribers
(iii) The total number of temporary suspended subscribers
(iv) The total number of deactivated subscribers
(v) List of blacklisted STBs in the system
(vi) Channel and bouquet wise monthly subscription report in the prescribed format
(vii) The names of the channels forming part of each bouquet
(viii) The total number of active subscribers subscribing to a particular channel or bouquet at a given time
(ix) The name of a-la carte channel and bouquet subscribed by a subscriber
(x) The ageing report for subscription of a particular channel or bouquet

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

16. It shall be possible to generate the following reports from the logs of the CAS:
(a) STB-VC Pairing / De-Pairing
(b) STB Activation / De-activation
(c) Channels Assignment to STB
(d) Report of the activations or the deactivations of a particular channel for a given period

17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.

20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

22. **Additional requirements:**

A. **CAS Mandatory Requirements**

1. Time Stamping: All logs shall be stamped with date and time. The system shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.

2. Activation and Deactivation: No access/login IDs/user interface/application shall be provided to the distributor of television channels to execute any commands, including but not limited to, activation/de-activation, bouquet creation/modification/deletion, etc., directly from CAS by bypassing SMS:
Provided that, if any activity has been carried directly from CAS for trouble shooting; such an exception shall be identified through the synchronization mismatch report. Further, for any activity outside the normal channel/route of SMS-based commands, a secure log shall be maintained and made available on request to the audit or testing agency for scrutiny.

3. SMS and CAS Integration: Each instance of the activity carried out at SMS pertaining to CAS shall be recorded in the logs/reports of CAS, along with date and time stamp.

4. Set Top Box (STB) Operation: Upon deactivation of any subscriber from the SMS, all program/services, including all free- to-air (FTA) and pay channels and platform services, shall be denied to that subscriber:
Provided that there shall be a facility for the distribution platform operator (DPO) to continue to provide B- mail/scroll messages that enable a consumer to get the information in relation to the recharge/payment of the pending dues.

5. Channel Addition: CAS shall be capable to add/modify channels/bouquets as may be required from time to time.

6. Logical Channel Number (LCN): CAS shall not support carriage of channel with same name or nomenclature in the distributor's network served by each headend under more than one LCN, and another channel descriptor. Further, each channel available in CAS shall be uniquely mapped with channels available in SMS.

7. Hybrid STB: In case a distributor of television channels has deployed hybrid STBs, CAS shall ensure that the over-the-top (OTT) App does not get access to the linear Television channels, and the CAS does not get access to channels delivered through OTT platform:
Provided that, all the mandatory requirements for CAS shall be complied by the hybrid STBs.

8. CAS Reports:
(a) CAS database shall have the reports of whitelist of card/STBs along with details such as active/inactive status, with the date and time stamp.

(b) CAS system shall be capable of generating reports pertaining to the channel/bouquet subscriptions and active/deactivated subscribers, or any combination thereof; of sharing the same with SMS as a scheduled activity, and also upon request, including, but not limited to, the following details:

(i) STB Number
(ii) Viewing Card (VC) Number [or, in case of card-less CAS, chip identification (ID) or virtual card number of the STB]
(iii) Product Code pertaining to channels/ bouquets available on the platform
(iv) Start date of entitlement
(v) End date of entitlement
(vi) Status of card (Active/Inactive)

(c) It shall be possible to generate following reports from the logs of CAS:
(i) STB-VC pairing/de-pairing
(ii) STB activation/deactivation
(iii) Channel assignment to STB
(iv) Report of the activation/deactivations of a particular channel for a given period

9. CAS Database and tables:
a) There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split CAS database for creation of more than one instance by a DPO or a vendor.

b) CAS must support the following options with reference to uploading of unique access (UA)/ viewing card (VC) details in CAS database:

i. a secure un-editable file of card details, as purchased by the distributor, to be uploaded by the CAS vendor on the CAS Server directly, or,

ii. if it is uploaded in any other form, UA/VC in CAS database shall be captured in logs.

iii. Further, CAS shall support an automated, application programming interface (API)-based mechanism to populate such UA/VC details in the SMS, without any manual intervention.

10. CAS Logs: CAS logs such as the user command, configuration, channel/bouquet creation, modification, etc., shall be kept in a secured and un-editable way.

11. CAS Backup Server: In the event of provisioning of a backup server, logs of all activities carried out in main server shall be concurrently copied into the backup server:

Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:

Provided further that the main and backup server shall always be in sync with regard to the key data such as subscription data, STB UA/VC details, entitlement level information, etc.

12. CAS-STB addressability:

(a) CAS shall be capable of providing STB/viewing card information with the current date, time, and name/logo of the distributor of television channels.

(b) CAS shall be capable of individually addressing subscribers for the purpose of generating the reports on channels and STB by STB basis.

(c) CAS shall be capable of tagging and blacklisting VC numbers and STB numbers that are involved in piracy, to ensure that such STB/ VC cannot be redeployed.

(d) CAS shall be capable of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

13. Access to Database: CAS and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database audit trail shall be permanently enabled. *Explanation 1: D*atabase here refers to the database where data and log of all activities related to STB activation, deactivation, subscription data, STB UA/VC details, entitlement level information, etc., is being stored.

14. Provision of a-la-carte channels or bouquet:

(a) CAS (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.

(b) CAS (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.

15. CAS and SMS Server Separation: CAS and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.

16. Finger printing measures:
(a) CAS shall support both covert and visible types of finger printing functionality.
(b) The fingerprinting shall be on the topmost layer of the video.
(c) The fingerprinting shall appear on the screen in all scenarios, such as menu, electronic programme guide (EPG), settings, blank screen, games, etc.
(d) The fingerprinting shall not get invalidated by use of any device or software.
(e) CAS shall have the capability to run fingerprinting at regular intervals (e.g., minimum of 2 fingerprints per hour on a 24x7x365 basis) and provide broadcasters with the fingerprint schedule on request.
(f) The fingerprinting shall be available on global as well as on individual STB basis.

17. CAS Database (DB) Export: CAS shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.

18. Firewall Access: CAS shall be accessible through a Firewall only.

19. **CAS Server Hardware:** CAS shall be deployed on hardened secure server hardware. CAS shall protect against any backdoors, malicious software deployments, and cyber security threats.

20. De-entitlement of STB: CAS should have the following features:
(a) The entitlement end date in CAS shall be equal to the entitlement end date in SMS, or,

(b) The entitlement end date in CAS shall be open and SMS shall manage entitlements based on the billing cycles and payments.

B. SMS Mandatory Requirements

1. Synchronization of the data of both CAS and SMS:
(a) CAS and SMS data shall be synchronized with each other. There shall be a facility to trace data mismatch between CAS and SMS on periodic basis, to be made available during audits.
(b) SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:
(i) STB No.
(ii) VC No. (Or in case of card-less CAS, chip ID or virtual card number of the STB)
(iii) Product Code pertaining to à-la-carte channels and bouquets available on the platform
(iv) Start Date of entitlement
(v) End Date of entitlement
(vi) Status of card (Active/Inactive)
(c) The file output of CAS shall be processed by SMS system to compare and generate a 100% match or mismatch error report.

2. Channel/Bouquet management: SMS shall support the following essential requirements:
(a) Create and manage all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc.
(b) Manage changes in the channel/bouquet, as may be required, from time to time.
(c) Link the products' IDs for à-la-carte channels and bouquets (Single and Bulk) created in CAS with the product information being managed in SMS, for smooth working of SMS and CAS integration.
(d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).

3. Network Capacity Fee (NCF) Policy Creation: SMS shall support all Network Capacity Fee related requirements mandated by the applicable tariff order.

4. Bill/Invoice Generation: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, Pay Channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB (if any), other applicable charges, including Goods and Services Tax (GST).

5. Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof.

6. Management of Logs:
(a) SMS shall have the facility to provide user detail logs with the ID of users on each login event.
(b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log.
(c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs.
(d) The logs shall be maintained for a period as specified in Schedule III or at least two audit cycles, whichever is later.

7. Channel subscription report: SMS shall be able to provide the total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions.

8. SMS Database and tables:
(a) There shall not be any active unique subscriber outside the database tables.
(b) SMS shall not provide an option to split SMS database or for creation of more than one instance.
(c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator.
(d) SMS shall be capable of capturing the following information required for audit or otherwise:
(i) Bouquet à la carte status change history
(ii) Bouquet composition change history
(iii) Change in status of connection (primary to secondary and vice versa)

9. Firewall Access: SMS shall be accessed through a Firewall.

10. STB-VC pairing: STB and VC shall be paired from the SMS to ensure security of channel.

11. SMS-STB addressability: The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

C. CAS Desirable Requirements:

1. Message Queue:

(a) In the event of unsuccessful transmission of messages due to network failure (*for instance*, due to power failure), the head-end should have an option to queue up the messages. Further, there should be a provision to retry them at specified intervals using additive back off retrial timings.

(b) In the event of unsuccessful deliveries of the messages, the life of the messages should be specifiable.

2. Geographical Blackout: CAS shall have the feature of geographical blackout.

Explanation 1: Geographical blackout is the ability of CAS to blackout a particular region based on the postal index number (PIN) Codes [Geographic Area Code], if required by government agencies or for other reasons.

3. After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the CAS vendor's support teams located in India. The support should be such as to ensure the CAS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime.

Explanation 1:

(i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the CAS vendor.

(ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement / service-level agreement (SLA) between the service provider, i.e., CAS vendor and the customer (DPO).

(iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee.

D. SMS Desirable Requirements

1. Data Verification:

(a) SMS should have the facility to carry out auto-reconciliation of channels/à la carte and all bouquets with their respective ID created in SMS with CAS configuration, and the variance report should be available in the system with logs.

2. SMS Reports: SMS should have a provision of generating the following reports pertaining to STB/VC:

(a) Whitelist of STB/VC along with active/inactive status
(b) Faulty STB/VC – repairable and beyond repairable
(c) Warehouse fresh stock
(d) In stock at local cable operator (LCO) end
(e) Blacklist
(f) Deployed with activation status
(g) Testing/demonstration STB/VC with location

3. Audit-related requirements: SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise:

a. Subscriber related:

(i) Subscriber contact details change history
(ii) Connection count history
(iii) Transition of connection between Disconnected/Active/Temporary Disconnected
(iv) Subscription change history

b. LCO related:

(i) LCO Contact details change history
(ii) LCO and DPO sharing change history

c. Product (Bouquet/à-la-carte channel) related:

(i) Broadcaster à-la-carte relation
(ii) Bouquet name change history
(iii) A la carte name change history
(iv) Bouquet à-la-carte channel rate change history

d. STB/Smartcard related:

(i) Change in location history
(ii) Change in status (Active/Damaged/Repaired)

4. User Authentication: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system.

5. Miscellaneous: SMS should have the provision to support the following miscellaneous requirements:

a. List of à-la-carte channels and bouquets, digital headend (DHE) and Zone-wise: Provision to support/manage Zone/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in CAS.
b. Revenue Sharing Between DPO and LCO: Provision to define and calculate DPO and LCO revenue share separately for distribution fee as well as for NCF, as per the agreement executed between them, with the option to maintain historical information can be very useful and is desirable.
c. LCO invoicing with GST: Provision to generate invoicing under multiple GST registration numbers of LCO's and to comply with GST invoicing norms as applicable.
d. Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.
e. Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm.
f. Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.
g. Calendar/Activity Scheduling: Provision to auto-schedule activities like STB activation/deactivation, à-la- carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.
h. Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs.
i. Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals.
j. Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.
k. Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
l. Generation of Reports: Provision to generate the following reports for operational purpose:
    i. All, selective and single boxes' current status with their first-time activation date.
    ii. Total number of à-la-carte channels and bouquets and STB expiring detail till given future date on the dashboard, according to the permission.
    iii. Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission.
    iv. Total active and inactive subscriber's details with multiple criteria (network-wise, à-la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

6. After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime:

Explanation 1:
(i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the SMS vendor.
(ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement/SLA between the service provider, i.e., SMS vendor and the customer (DPO).
(iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee."

E. Fingerprinting:

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after coming into effect of these Amendment regulations shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software.
4. The finger printing should not be removable by pressing any key on the remote of STB.

5. The finger printing should be on the topmost layer of the video.
6. The finger printing should be such that it can identify the unique STB number or the unique VC number.
7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG),Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should berandom on the viewing device.
9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the distributor of television channels without any alteration with regardto the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

F. Set Top Box (STB):

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM)and Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Head-end.
5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

The Operator to provide Broadcaster with following documents and information for audit purposes:

(i) Complete Block Diagram of the head end;
(ii) Details of Authorized Area;
(iii) Details of local cable operators ("LCOs") connected with Operator's Platform/network.
(iv) Details of areas in which Operator is providing its services.

Following shall be validated during the audit:

1. Review Complete Network Diagram
2. Undertaking from Operators for all SMS and CAS installed at Head end - issue of Multiple CAS/SMS
3. Certificate from CAS provider for details of super CAS ID and version. Also confirmation with respect to history of hacking
4. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for Authorized Area(s).
5. Review whether live diagram/fibre details of network are captured in SMS system
6. To check if Operator's Finger Printing is available across the network.
7. Confirm whether watermarking network logo for all Channels is available.
8. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
9. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
    - Unique Subscriber ID
    - Subscriber Contract Details - No, Term, Date, Name, Address & contact details
    - Hardware details
10. Review the subscribers' activation/de-activation history in the SMS system
11. Validate if the SMS is integrated with the Conditional Access ("CA") system.

12. Review if all the active and de-active STBs are synchronized in both SMS and CA system.
13. Validate if independent log/report can be generation for active and de-active Smart Cards with the product/channels active in both SMS & CA systems.
14. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
15. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
16. Validate if the LCO is attached to a Subscriber
17. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
18. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Broadcasters/Aggregators.
19. In case of non-addressable systems, extraction, examination and evaluation of reports pertaining to channel-wise frequency/band allocation
20. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
21. Reviews of the following reports are supported by SMS & CA System
    a. Total no of Subscribers - active & de-active separately
    b. De-active subscribers with ageing report
    c. Channel wise Subscribers - total
    d. Channel wise Subscribers - split by package
    e. Revenue by Package/Channel
    f. Subscriber/Revenue Reports by State/City
    g. No of packages/services offered
    h. List of Channels/rates of each package
    i. Rate Card Options offered/Attached with active Subscribers
    j. Historical data reports i.e. activation/deactivation etc.
    k. Free/demo Subscribers details
    l. Exception cases - active only in SMS or CA system

22. Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
    - Customer acquisition
    - Provisioning of the subscriber in authentication, billing and SMS system
    - Scheme/package change request process
    - Customer Retention process, if any
    - Deactivation and churn process

23. Verify the various schemes/packages being offered to customers
    - Obtain details of all approved schemes/packages and add on which are being offered to customers
    - Interactions with the Operator's marketing and sales team on how the various channels are being marketed
    - Any special marketing schemes or promotions
    - Details of the consumers subscribing to the various schemes/packages, including 'demo'/free/complimentary/testing/promotional subscribers

24. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
    - Generation of reports for subscriber declaration for Channels/bouquets
    - Any reconciliations/checks/adjustments carried out before sending the declarations

25. Analyze declaration reports on a sample basis:
    - Reconciling the declaration figures with base data from various systems (SMS/ Provisioning/Billing and Authentication systems)
    - Analyze the computation of average subscribers
    - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

26. Analyze the following:
    - Input and change controls of customer data into SMS
    - SMS user access controls - authentication, authorization and logging
    - System logs to identify any significant changes or trail of changes made
    - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems

- System logic for the reports which are inputs to Broadcaster declarations
- Channel allocation/fixation to a particular LCN/CDN
- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the Systems.
- Sample of activation and deactivation request logs
- Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/rep)
- Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/rep)
- Live demo of the queries being put in to the system to generate different reports.
- List of CAS and SMS used by Operator in Authorized Area(s). Incase more than one CAS and SMS system is used by Operator for Authorized Area(s), then understand and analyze how the two markets are segregated, controlled, reported and invoiced
- Similarly, list of head-ends of the operator providing services in Authorized Area(s) and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
- In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS

27. Verification of Broadcaster's FP passing through the Operator's STB

Annexure G

SUBSCRIPTION REPORTS

A: Monthly subscription reports of channels or bouquets to be provided by a distributor of television channels to a broadcaster

Average Active Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below-

Monthly subscription for a-la-carte channels

SI NO.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Subscription/ subscriber base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3)+(4)+(5)+(6)] / 4
1						
2						

A: Monthly subscription reports of channels or bouquets to be provided by a distributor of television channels to a broadcaster

Average Active Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such bouquet recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below-

Monthly subscription for bouquet of pay channels

SI NO.	Name of the Subscribed bouquet	Number of subscribers of the Subscribed bouquet on 7th day of the month	Number of subscribers of the Subscribed bouquet on 14th day of the month	Number of subscribers of the Subscribed bouquet on 21st day of the month	Number of subscribers of the Subscribed bouquet on 28th day of the month	Monthly Subscription/ subscriber base of the Subscribed bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3)+(4)+(5)+(6)] / 4
1						
2						

Annexure H

DEFINITIONS

In this Agreement, unless the context requires otherwise, the following defined terms shall have such respective meaning as assigned to them herein below. There are other terms which have been defined in the body of the Agreement and the Annexures attached to this Agreement, such terms shall have such respective meaning as have been assigned to them therein.

(a) "Active Subscriber" means a subscriber who has been authorized to receive the Subscribed Channel(s) as per the SMS of the Affiliate's Permitted Digital Distribution Platform;

(b) "Applicable Laws" means all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court in territory;

(c) "Agreement" means this Reference Interconnect Offer, including the Annexures attached to this Agreement;

(d) "Authorized Area of Transmission" means such areas where the Channel(s) shall be re-transmitted and re-distributed by the Licensee through its platform;

(e) "Average Active Subscriber Base" means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Annexure G attached to this Agreement;

(f) "Bouquet" or "Bouquet of Channels" means an assortment of the Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.

(g) "Broadcaster's share of MRP", with respect to each Subscribed Channel(s), shall mean the fee payable by the Licensee to the Broadcaster for retransmission of signals of such Subscribed Channel through Licensee's Permitted Digital Distribution System, which shall be computed in the manner as is set forth in Clause m of this Agreement;

(h) 'Bouquet' means a bouquet of TV channels by the name of 'BBC India Bouquet' comprising of two TV channels namely- 'BBC News' and 'CBeebies';

(i) "Cable Service" means the transmission of programs including retransmission of signals of television channels through cables;

(j) "Cable Television Network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers;

(k) "CAS" means conditional access system installed at the DPO's head-end that enables subscribers of the DPO's Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO's Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels;

(l) "Channel(s)" means the a kids entertainment television channel(s) namely 'CBeebies';

(m) "Commercial Subscriber" means a subscriber who causes the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person;

(n) "Digital Addressable System" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent by a MSO to its subscriber (either directly or indirectly through the Licensee's affiliated LCO, as the case may be) in an encrypted form, which can be decoded by device(s), having an activated CAS at the premises of the

subscriber within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such subscriber;

(o) "Digital Addressable Cable Television Network" means a Cable Television Network enabled with Digital Addressable System;

(p) "DTH operator" means a company that has been granted license by the Central Government to provide DTH Service;

(q) "DTH Service" means distribution/re-transmission of signals of television channels in Ku-band (or any other band as approved by the MIB), through satellite system, directly to subscriber's premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such subscriber;

(r) "DPO" means any MSO and/or HITS operator and/or DTH operator and/or IPTV operator authorized to retransmit signals of satellite television channels through its applicable Digital Distribution Platform;

(s) "Digital Distribution Platform" means, with respect to a MSO such MSO's Digital Addressable Cable Television Network, with respect to a HITS operator such HITS operator's HITS Service, with respect to a DTH operator such DTH operator's DTH Service and with respect to an IPTV operator such IPTV Operator's IPTV Service;

(t) "Distribution Fee" means such amount as shall be equivalent to twenty percent (20%) of the MRP of each channel from amongst the Subscribed Channels, which the Licensee shall be entitled to receive on a monthly basis, or part thereof, towards retransmission of such Subscribed Channel(s) through the Licensee's Permitted Digital Distribution Platform in the Authorized Area of Transmission during the applicable calendar month of the Term or part thereof;

(u) "Effective Price" means the reduced MRP of the Channel when such Channel is offered as a part of a Bouquet.

(v) "EPG" means electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows subscribers to navigate and select such available channels and programs;

(w) "Equipment" means equipment comprising of digital satellite receivers together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, which enables the Affiliate decrypt the encrypted signals of the Subscribed Channels;

(x) "HITS operator" means any person permitted by the Central Government to provide HITS service;

(y) "HITS Service" means transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to subscribers; and (ii) to the subscribers by using satellite system and its own cable networks;

(z) "IPTV operator" means a person permitted by the Central Government to prove IPTV service;

(aa) "IPTV Service" means delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers;

(bb) "Intellectual Property" means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logs, materials, formats and concepts relating to the Channel(s), or any mark of the right holders of any programming exhibited on the Channels;

(cc) "Interconnection Regulations" means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable systems) Regulations, 2017 as may be amended from time to time.

(aa) "LCO" means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;

(bb)"Marks" shall mean all Intellectual Property owned or used by the Broadcaster or the applicable channel provider of the Channel(s) from time to time in connection with the Channel(s), including, without limitation, the trade names and trademarks therein;

(cc) "MIB" means the Ministry of Information & Broadcasting in India;

(dd)"MRP", with respect to each channel from amongst the Subscribed Channels, shall mean the maximum price, excluding applicable taxes/cess, payable by a subscriber of such Subscribed Channel, as is set forth in Annexure A attached to this Agreement;

(ee) "MSO" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;

(ff) "Package(s)/ Bouquet" means various package(s)/combination/assortment of pay channel(s) (comprising of pay channels of one or more broadcaster(s)) offered by Licensee to subscribers of the Affiliate's Permitted Digital Distribution Platform;

(gg)"STB" means Licensee provided and/or Licensee authorized set top box (embedded with CAS microchip) installed in the premises of a subscriber subscribing to channel(s) available through Licensee's Permitted Digital Distribution Platform that allows such subscriber to receive such channel(s) in an unencrypted and descrambled manner through the Licensee's Permitted Digital Distribution Platform (either directly or indirectly through the Affiliate's affiliated LCO, as the case may be);

(hh)"SMS" means a subscriber management system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquetsof channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system,the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid and discounts allowed to the subscriber for each billing period;

(ii) "Subscribed Channel(s)" means the channel(s) subscribed and retransmitted by the Licensee through Licensee's Permitted Digital Distribution Platform;

(jj) "Subscription Reports" means the monthly Subscriber reports to be provided by Affiliate to the Authorized Agent in terms of Clause t of this Agreement;

(kk)"Territory" means the whole of India or as such part of India as stated in this Agreement where the Licensee is authorized to re-transmit and re-distribute the Channel(s);

(ll) "TDSAT" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi;

(mm) "TRAI" means the Telecom Regulatory Authority of India.

REFERENCE INTERCONNECT OFFER ("RIO")

PREAMBLE

A. This Reference Interconnect Offer ("**RIO**") is being issued and published by Discovery Communications India ("**Broadcaster**") (for and on its behalf and on behalf of its group companies under authorization) pursuant to Regulation 7 of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 (2 of 2022) ("**Interconnection Regulations**") read with the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 (4 of 2022), ("**Tariff Order**") (collectively referred to as the "**Regulations / November 2022 Amendments**") and would be effective from 01st February 2024 (or such other date as may be decided by TRAI / competent authority) or the Start Date specified under Annexure E herein (whichever is later) and shall supersede previous RIO / Interconnection Agreement executed between the Parties and which was uploaded on the DCI website.

In the event there is any change in the Commencement Date owing to any order or judgment of a court or Governmental Authority (*defined below*), the Commencement Date will change accordingly. Further, in the event that there are any changes / modifications / amendments in the Regulations or any alteration or clarification thereto as a result of or pursuant to an order or judgment of a court / tribunal, the terms of this RIO and the Agreement *(defined below)* are to be modified accordingly, and the parties shall, to the extent required, enter into a fresh or supplementary RIO, as the case may be. The Broadcaster reserves its right to enter into a fresh Interconnection Agreement *(defined below)* including all such revisions / modifications / alterations / amendments thereto with the DPO. This RIO is being issued and published by the Broadcaster without prejudice to its rights, remedies and contentions under applicable Laws, equity or otherwise.

OTHER TERMS

1. The terms mentioned in this RIO constitute all the necessary technical and commercial terms and conditions as stipulated in Regulation 7 of Chapter III of the Interconnection Regulations applicable to DPOs re-transmitting digital signals of the Channels of the Broadcaster to the Subscribers (*defined below*) in terms of the said regulations. Every DPO desirous of re-transmitting signals of the Channels of the Broadcaster, shall make a written request to the Broadcaster by submitting the duly filled in application form which is available on the website of the Broadcaster under the link www.discoverychannel.co.in. The DPO shall also submit, along with the application form, documentary evidence / technical compliance report showing that the Addressable Systems (*defined below*) being used by the DPO meets the requirements in Schedule III of the Interconnection Regulations for consideration by the Broadcaster. On receipt of the request from the DPO in the requisite format along with mandatory documents, Broadcaster and the DPO will enter into the Interconnection Agreement hereto containing all the terms and conditions on an "as-is" basis without making any unilateral changes
/ modifications. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of the Broadcaster's available channels, the DPO shall not be in default of the Interconnection Regulations as well a defaulter of payments unless the Broadcaster at its sole discretion grants additional time to the DPO to remit the outstanding amount on just and equitable grounds.

2. By executing this RIO, the DPO declares and undertakes that the (i) The DPO is compliant with the Applicable Laws and holds necessary licenses / permissions for rebroadcasting / retransmitting the signals of the Broadcaster's available channels; (ii) the DPO is financially solvent and capable of discharging its payment obligations under this RIO; (iii) the DPO has not been convicted of any offence by any competent court.

3. **The Broadcaster has designated the following persons for receiving the request for interconnection from the Distribution Platform Operator and their grievance redressal pertaining to this RIO/Interconnection/Subscription Agreement**:

MSO/IPTV/HITS			
Sr. No.	**Name of Designated Person**	**Email Address**	**Designated to receive request from the DPO (State / Area Wise)**
1	Ruchir Jain	Ruchir.jain@wbd.com	All India
2	Bibhash Jha	Bibhash.jha@wbd.com	Northern India
3	Swarup Chowdhury	Swarup.Chowdhury@wbd.com	Eastern India
4	Rajesh Gupta	Rajesh.Gupta@wbd.com	Western & Central India
5	Sunil Ganapathy	Sunil.Ganapathy@wbd.com	Southern India

DTH			
Sr. No.	**Name of Designated Person**	**Email Address**	**Designated to receive request from the DPO (State / Area Wise)**
1	Ruchir Jain	Ruchir.Jain@wbd.com	All India
2	Shazia Fazal	Shazia.Fazal@wbd.com	All India

INTERCONNECTION / SUBSCRIPTION AGREEMENT

Document Number:
DPO Code:
DB Code:
Photograph of the Authorized Signatory of the DPO

This Interconnection / Subscription Agreement ("**Agreement**")[1] is executed on the …….. day of , 20….
by and between:

Discovery Communications India, a private company with unlimited liability, incorporated under the laws of India, having its registered office at Level 3, Vasant Square Mall, Pocket V, Sector B, Vasant Kunj, New Delhi - 110070and corporate office at Building No. 9, Tower A, 9th Floor, DLF Cyber City, Gurgaon - 122002 (hereinafter referred to as the "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns);

AND

DPO (M/s): Skylink Networks

DPO's Status (Mention Yes/No)**:**

Company		Individual	
Partnership Firm		HUF	
Proprietorship Firm	Yes	Other	

DPO's license/ registration: N-45009/9/2023-

Status of registration / licenses of the DPO	Name of registrant/ license holder	Registration No.	Registered area of operation/, as per registration/license (if applicable)	Validity	
				From	To
IPTV	Skylink Networks	N-45009/9/2023-DAS	Coimbatore	10-04-2023	

Registered Office Address (if applicable):

Address	28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti, Coimbatore, 641035						
City:	Coimbatore	District:	Coimbatore	State:	Tamilnadu	PIN:	641035

Correspondence Address/Address for Notice as per the Agreement:

Address	28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti, Coimbatore, 641035						
City:	Coimbatore	District:	Coimbatore	State:	Tamilnadu	PIN:	641035

Tel. No.:

PAN No: CCJPS4784G

Contact Person Name: Mr. KUPPUSAMY SENTHILKUMAR

Mobile No.: E-mail ID:

Name of Authorized Signatory (Mr. / Ms.): Mr. KUPPUSAMY SENTHILKUMAR

Mobile No.: E-mail ID:

GST Registration Details

DPO Name as per GST Registration Number (Legal Entity Name)	SKYLINK NETWORKS
CIN/ LLPIN/ Registration Number	
Billing Address: **City:** **State:** **PIN** **Code:**	28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti, Coimbatore, 641035
(GST) Date of registration	05-07-2023
GSTIN/ UIN	33CCJPS4784G2Z5
In case if registered in multiple states, provide the following information for all the registrations:	
Total no of GST Registrations (pan India) For each of the registrations, kindly provide the following information	
Billing Address: **City:** **State:** **PIN** **code:**	
(GST) Date of registration	
GSTIN/ UIN	

*[hereinafter referred to as the "***DPO***", which expression, unless repugnant to the meaning and context*

thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a

*company; and karta and coparceners in the case of a Hindu Undivided Family ("*HUF*")]*.

Broadcaster and the DPO may singularly be referred to as "Party" and together as "Parties".

RECITAL:

A. The Broadcaster is, inter-alia, engaged in the business of broadcasting and distribution of satellite based Channel (s)/service (s) and has the exclusive right to market and distribute the Channel (s)/service(s) to subscribers and users of the Channel (s)/service (s).

B. The DPO is in the business of retransmitting the signals of television channels on its distribution Platform (as defined herein) and is desirous of retransmitting the signals of the Broadcaster's Channels to the subscribers.

C. The Parties represent that they have the requisite power and authority to enter into this Agreement and create the mutual rights and obligations that are contractually binding in nature and legally enforceable in Law (*defined below*).

D. The DPO has represented that it is duly authorized to re-transmit signals of satellite television channels through its Platform as per the license issued by the Ministry of Information and Broadcasting ("**MIB**").

E. Relying upon the DPO's representation, the Broadcaster has agreed to grant a non-exclusive license to the DPO to retransmit the Channels (*defined below*) on the DPO's Platform, subject to the terms and conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSESTH AND IN CONSIDERATION OF THE PREMISES, MUTUAL PROMISES, COVENANTS, WARRANTIES SET FORTH HEREINAFTER, IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER: -

I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below unless otherwise expressly stated in any provision of this Agreement. Any term used herein but not defined expressly shall have the meaning ascribed to it in the Interconnection Regulations.

i. "**Addressable system**" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the Subscriber within the limits of the authorization made, through CAS and SMS, on the choice and request of such Subscriber, by the distributor of television channels;

ii. "**Affiliate**" of a Party (the "**Subject Person**") means (i) in the case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, controls, is controlled by or is under common control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, his / her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons. For the purposes of this definition, "**Control**" means (a) having an economic interest of more than 50% of any Person; and / or (b) the power to direct and control the management or policies of a Person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such Person, through contractual arrangements or otherwise;

iii. "**A-la-carte**" or "**a-la-carte channel**" means an offering of the television Channel individually on a standalone basis;

iv. "**Active Subscriber"** shall mean a subscriber who has been authorized to receive signals of Subscribed Channel (s) as per the SMS and whose Set Top Box has not been denied signals;

v. "**SD Active Subscriber"** shall mean a subscriber who has been authorized to receive signals of the Subscribed SD Channels as per the SMS and whose Set Top Box has not been denied signals;

vi. "**HD Active Subscriber"** shall mean a subscriber who has been authorized to receive signals of the Subscribed SD Channels as per the SMS and whose Set Top Box has not been denied signals;

vii. "**Anti-Piracy Obligations**" shall mean necessary compliances to ensure prevention / curbing of piracy as set out in **Annexure B** of this Agreement;

viii. "**BIS**" shall mean Bureau of Indian Standards;

ix. "**Bouquet**" or "**Bouquet of channels**" means an assortment of distinct Channels (*defined below*), offered together as a bundle as is listed in **Annexure D** of this Agreement;

x. "**Broadcaster**" means a person or a group of persons, or body corporate, or any organization or body who has obtained, in its name, permission for its channels from the Central Government for providing television broadcast of Television Channels;

xi. "**Broadcaster Channels**" shall mean and refer to the linear satellite channels owned and / or operated by the Broadcaster and offered for subscription on a-la-carte basis or as Bouquets as listed in **Annexure D** of this Agreement, which list may be updated to include any new television channel distributed by the Broadcaster from time to time;

xii. "**CAM**" shall mean Conditional Access Module owned, operated and supplied by the Broadcaster and used in conjunction with a Viewing Card (*defined below*) and an Integrated Receiver Decoder (*defined below*) in order to facilitate the receipt of the Services by the DPO;

xiii. "**CAS**" shall mean the conditional access system maintained by the DPO in accordance with the Interconnection Regulations and the terms of this Agreement, which shall have the ability to authorize, provide and deny specific Channels, data, or information to paying Subscribers;

xiv. "**Cable TV Act**" means the Cable Television Networks (Regulation) Act, 1995 as amended from time to time;

xv. "**Channel(s)**" shall mean and refer to Broadcaster's Channels as set out in **Annexure D**.

xvi. "**Subscribed Channel(s)**" shall mean and refer to Broadcaster's Channels which are subscribed to by the DPO by way of this Agreement, , by way of specific selection by the DPO**.** in **Annexure D**;

xvii. "**Channel Marks**" means the trade names, trademarks, logos and service marks used by the Broadcaster and / or its Affiliates from time to time in connection with the Channels including without limitation the trade names, marks or logo specified by the Broadcaster or otherwise notified in writing by the Broadcaster from time to time;

xviii. "**Change Event**" means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the DPO or any change of Control or change in the management or acquisition of majority shares or controlling power of the DPO or acquisition by the DPO (directly or indirectly) of a majority shares or a controlling power in any other entity or selling the whole or a substantial portion of the DPO's assets and / or purchasing the whole or a substantial portion of the assets of another entity by the DPO (directly or indirectly);

xix. "**Commencement Date**" shall have the meaning assigned to it in Preamble A of this Agreement;

xx. **"Confidential Information**" means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Affiliates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the Parties, (b) any material or information disclosed to the DPO by the Broadcaster for the purposes of this Agreement, and (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

xxi. "**CPE**" means customer premises equipment to be used;

xxii. "**DEITY**" means the Department of Electronics and Information Technology;

xxiii. "**Disconnection Notice**" means notice by the Broadcaster to discontinue services to DPO;

xxiv. "**Distribution Margin**" DPO shall mean the DPO's share of revenue for the Distribution of Subscribed Channel(s) to Subscribers and it does not include carriage fee. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s), multiplied by the Monthly

Average

Subscriber Level;

xxv. "**DPO Price List**" shall mean the rate applicable to as mentioned in the **Annexure D** of the Agreement, which is MRP of A-la-carte Channel(s) and/or Bouquet of Channels less the Distribution Margin;

xxvi. "**EPG**" shall mean electronic program guide as defined under the Interconnection Regulations i.e. a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;

xxvii. "**Equipment(s)**"means and includes all hardware/software and other devices and including but not limited to IRDs, Viewing Card(s) and CAM, as applicable;

xxviii. "**End Date**" means date of expiry of this Agreement;

xxix. "**Fingerprinting**" means exercises where code numbers are made overtly to appear on the screen of a television and / or covertly in the signals of the channels that enables identification of the smart card being used to access such signals.

xxx. "**Force Majeure Event**" shall mean any act, cause, contingency or circumstance beyond the control of the Broadcaster, as the case may be, including, without limitation, any governmental action, order from court or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, pandemic public transportation dispute, satellite failure or transponder failure;

xxxi. "**Governmental Authority**" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation-making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT, Department of Telecommunications, Department for Promotion of Industry and Internal Trade or any other body or authority regulating the broadcasting and distribution of channels in India;

xxxii. "**Incentive**" shall mean the Incentives as set out under **Annexure F** of this Agreement;

xxxiii. "**Integrated Receiver Decoder**" or "**IRD**" or "**DSR**" shall mean decoder, receiver or integrated receiver-decoders as set out in **Annexure G**, which is owned, operated and supplied by the Broadcaster and which is used in conjunction with a Viewing Card and CAM in order to facilitate the receipt of the Channel(s) by DPO;

xxxiv. "**Intellectual Property**" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited

on the channels;

xxxv. "**Interconnection**" means the technical arrangements under which service providers connect, including through electro-magnetic signals, their equipment, networks and services to enable their customers to have access to the customers, services and / or networks of other service providers;

xxxvi. "**Interconnection agreement**" with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channels;

xxxvii. "**Law**" or **"Applicable Law"** means all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any local and national laws, treaties, voluntary industry standards (if any), rules, directives, regulations, guidelines, and codes of conduct of the MIB, TRAI, DOT, MEITY that have come into effect, those applicable to any tax, consumer and / or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment, the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto and the United Kingdom's Bribery Act 2010 and any amendments thereto (and any local or foreign equivalent). For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by Applicable Law, including, without limitation, the TRAI and the MIB.

xxxviii. "**Local cable Operator**" or "**LCO**" means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;

xxxix. "**MIB**" means the Ministry of Information and Broadcasting, Government of India;

xl. "**MEITY**" means the Ministry of Electronics and Information Technology, Government of India;

xli. "**Payment Due Date**" shall have the meaning assigned to it as per this Agreement;

xlii. "**Person**" means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;

xliii. "**Piracy"** shall have the meaning ascribed in this Agreement which deals in Anti-Piracy;

xliv. "**Piracy Event**" means an event that fulfills the conditions of piracy;

xlv. "**Permitted Digital Distribution Platform**" with respect to this Agreement, means the Digital Addressable Platform for which the DPO has filled in the applicable details;

xlvi. **“Platform**” shall mean, with respect to DPO, such DPO’s Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator’s HITS Service, with respect to DTH Operator, such DTH Operator’s DTH Service and with respect to IPTV Operator, such IPTVOperator’s IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

“**DTH Operator**” shall mean a company that has been granted license by the Central Government to provide DTH Service.

“**DTH Operator’s DTH Service**” means distribution of television channel programmes by using a Ku-band direct-to-home satellite transmission system by providing television signals directly to Subscriber’s premises without passing through an intermediary such as cable operator or any other distributor of television channels.

“**HITS Operator**” shall mean any person permitted by the Central Government to provide HITS service.

“**HITS Operator’s HITS Service**” shall mean re-transmission of signals of television channels to (i) intermediaries like local cable operators or multi system Operator’s by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks.

“**IPTV Operator**” shall mean a person permitted by the Central Government to provide IPTV service.

“**IPTV Operator’s IPTV Service**” shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.

“**MSO**” means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators.

xlvii. “**Reference Interconnection Offer”** or “**RIO**” means this document published by the Broadcaster on its website specifying terms and conditions on which the DPO may seek Interconnection with the Broadcaster;

xlviii. "**Set Top Box**" or "**STB**" shall mean a device which is connected to or part of a television set and as per requirement described in this Agreement, which allows a Subscriber to receive the Channel (s) in de-scrambled form;

xlix. “**Subscriber management System**” or ”"**SMS**" means a system or device which stores the Subscriber records and details at the DPO’s end with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Broadcaster Channels or bouquets of Broadcaster Channels subscribed by the Subscriber, price of such Broadcaster channels or Bouquets of Broadcaster Channels as defined in the system, the activation or de- activation date and time for any Broadcaster Channel or bouquets of Broadcaster Channels, a logof all actions performed on a Subscriber’s record, invoices raised on each Subscriber and the amounts paid or discount allowed to the Subscriber for each billing period by the DPO;

l. "**Subscriber**" means any ordinary subscriber availing the Channel(s) through a single Set Top Box through the permitted Distribution Platform and who does not further transmit the Service to any other Person and specifically excludes Commercial Subscribers and commercial establishments;

li. **"Subscription Fee"** with respect to the Subscribed Channel (s) shall mean the fee payable by DPO to Broadcaster for retransmission of signals of such Subscribed Channel (s) as detailed in **Clause 8**;

lii. "**Tariff Order**" means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 03rd March 2017, as amended from time to time;

liii. "**Territory**" means the territories listed in **Annexure E** of this Agreement;

liv. "**TDSAT**" shall mean Telecom Disputes Settlement and Appellate Tribunal;

lv. "**Audit**" shall mean audit conducted by the Broadcaster as per given format and as per the TRAI Rules and Regulation read along with the Audit Manual (as amended from time to time);

lvi. "**Technical Specifications**" means the technical specifications as set forth in this Agreement to which the DPO's Digital Addressable Platform must comply with;

lvii. **"Term"** shall mean the period specified in **Clause 2** of this Agreement;

lviii. "**TRAI**" shall mean the Telecom Regulatory Authority of India;

lix. "**Viewing Card**" means the viewing card owned, operated and supplied by the Broadcaster and which is to be used in conjunction with the IRD for the DPO to access and decode each Channel.

II. RULES OF INTERPRETATION

Unless the context of this Agreement otherwise requires:

a. the Annexures, Schedules shall form an integral part of this Agreement and are references to the Annexures, Schedules in this Agreement;
b. the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
c. words using the singular or plural number also include the plural or singular number, respectively;
d. words of any gender are deemed to include the other gender;
e. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;
f. the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
g. any reference to a "person" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and

irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

h. a reference to "writing" includes email, except as expressly provided otherwise;
i. reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation or order include references to that statute, provision, regulation or order as amended, modified, re-enacted or replaced from time to time;
j. the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases; and
k. the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings.

III. DETAILED TERMS

1. PARTIES	**DISCOVERY COMMUNICATIONS INDIA** and **DPO**
2. TERM	Unless terminated earlier in accordance with the terms of this Agreement, the "Term" shall be for a period of One (1) Year which would be effective from 01 February 2024 (or such other date as may be decided by TRAI / competent authority) or the Start Date specified under Annexure E herein (whichever is later)and shall include amendments / extensions if any, issued by Broadcaster.
3. SUBSCRIBED CHANNELS	The DPO agrees to subscribe to the signals of Channel(s) on A-la-carte and/or Bouquet(s) basis by specifically opting for the same in **Annexure D ("Subscribed Channel (s)")**. The DPO shall mandatorily offer the Subscribed Channel (s) on its Distribution System to its Subscribers in an uninterrupted form on a monthly subscription basis in the Territory and shall pay the monthly Subscription Fee for the entire month to the Broadcaster. The DPO availing the Subscribed Bouquet shall not break such Bouquet of Pay Channels while offering the same to its Subscribers. In the event the DPO intends to subscribe for any additional Channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the DPO may do so by executing an addendum for the Subscribed Channel(s) and Subscribed Bouquets.
4. TERRITORY	DPO agrees to offer the Subscribed Channel(s)in the Territory as set out in **Annexure E**. The DPO shall not extend its operations beyond the Territory or connect any Affiliates or LCOs or MSOs or any third party / entity as applicable, beyond the

	Territory without any prior written intimation to the Broadcaster in the manner set out herein below: In the event, the DPO desires to extend its operation by adding a New Territory, the DPO shall at least thirty (30) days prior submit a written request to the Broadcaster. Subject to Broadcaster's execution of addendum amending the Territory of DPO within thirty (30) days from the receipt thereof, the New Territory shall be deemed to be a part of **Annexure E** hereto and DPO shall be permitted to extend its operations to New Territory, as per applicable Law. On execution, the addendum shall be deemed to be an integral part of this Agreement. In the event the Broadcaster does not execute the addendum amending the Territory of DPO and objects to the extension of operations of the DPO to the proposed New Territory within 30 days of receipt of the request for amendment of Territory from DPO, the DPO shall not re-transmit the signals of the Subscribed Channel(s), directly or indirectly, beyond the Territory. If the DPO re-transmits the signals of the Subscribed Channel(s)in the proposed New Territory despite receiving objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of Broadcaster's rights under the Copyright Act. It is therefore, mutually agreed between the Parties that this is in addition to and without any limitation to the various rights and remedies available to Broadcaster under applicable Law for the material breach of the terms set out herein above.

5. RIGHTS GRANTED	The DPO shall request for the signals of channels of the Broadcaster by filing in the requisite application form along with providing mandatory documents pursuant to the TRAI Regulations. On the basis of the representations, warranties and undertakings given by the DPO and subject to the DPO fully complying with all the terms and conditions as set out in this Agreement, the Broadcaster hereby grants to the DPO the non-exclusive, non-transferable, non sub-licensable, limited license and right to receive the signals of the Channel(s) from the Broadcaster, in SD and HD, on a Linear broadcast basis, to be re- transmitted to active Subscribers in the authorized Territory to be viewed on a television via STB. The DPO undertakes to re-transmit the Channel(s) along with all available language feeds of the respective Channel(s), during the Term hereof in an encrypted form owned and operated by DPO in an uninterrupted form on a 24x7x365 basis. Upon grant of signals from the Broadcaster, the DPO shall mandatorily offer the Subscribed Channel(s)on its distribution platform to the subscribers on a monthly subscription basis in the Territory and shall pay the monthly subscription fee for the entire month and shall ensure compliance with the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 (as amended from time to time). All other rights and means of distribution not specifically and expressly granted to DPO are expressly excluded and reserved by the Broadcaster including but not limited to

	Mobile, Over-the-top, Internet or any other technology now available or which may become available in future. For the avoidance of doubt, this also excludes the distribution of any content of the Channels on a non-linear basis through the Platform including, but not limited to time shifting / multiplexing, Pay Per View, Video on Demand or Near Video on Demand (or any other technology whether currently existing or that may come into existence in the future). Further, the DPO also agrees to re-transmit the channels without any interruption, editing, interference, recording, dubbing, delays, voice over, sub title, delays, picture squeezing or re sizing, insertion of graphic overlays, pull through or crawls, deletions, additions or any other alteration and the DPO shall not sub-license the rights and license granted hereunder to any third party without prior permission / approval of the Broadcaster. Usage of Digital Video Recorder (DVR) or Personal Video recorder (PVR) by the DPO shall not be permitted. Nevertheless, use of DVR and PVR by the Subscriber shall be allowed provided there is no automatic advertisement skipping function nor is there any mechanism whereby DVR and or PVR have a store and forward function. The DPO shall offer all contributory language feeds for a given channel to every Subscriber entitled to access the Channel(s) provided that the DPO has opted for such contributory language feeds of the channel. The DPO shall under no circumstance, sub-license and / or assign and / or transfer the rights granted to it by the Broadcaster. The DPO shall not push content into STB, there shall not be automatic advertisement skipping function and /or the DPO shall not create a virtual Video on Demand or other demand service in respect to the Broadcaster's Channels. Any agreement entered into by the DPO, its sub-Operators with a Subscriber shall not relieve the DPO, its sub-Operators of any of their obligations under this Agreement and the DPO shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.
6. OFFERING OF CHANNELS	The DPO shall offer the channels to the subscribers either on A-la-carte or part of a Bouquet comprising the channels. In case the DPO is subscribing to Bouquet (s) of the Broadcaster's channels, the DPO shall ensure that it does not break such Bouquet while offering the same to the subscribers. If the DPO breaks a Bouquet of the Broadcaster at any time during the Term, then, from such date, the channels comprised in such Bouquet shall be deemed to have been subscribed by the DPO on an A-la-carte basis and the DPO shall be liable to pay the monthly subscription fee on a-la-carte rates for all the channels in such a Bouquet to the Broadcaster. The DPO shall package the channels as per applicable law and the packaging of the

	Channels of the Broadcaster shall not be disadvantaged or discriminated vis-à-vis the other channels of the same genre.
7. Authorized Subscriber	Authorized Subscriber means any Subscriber who receives the signals of the Channel(s) from the Broadcaster at a place indicated to the DPO by the Authorized Subscriber (detailed in the **Subscriber Application Form**) without further re-transmitting it to any other person and who does not cause the signals of the Broadcaster to be seen or heard by or seen by any person for a specific sum of money to be paid by such person and includes only ordinary subscribers. Ordinary Subscriber means a subscriber who is not a Commercial Subscriber. A-la-Carte and Bouquet Rates of Broadcaster's Channels applicable to OrdinarySubscribers are as per **Annexure D** of this Agreement. The DPO shall not be permitted nor shall be entitled to activate the STB / provide signals of any of the Channel(s) to any Subscriber(s) who have not submitted Subscriber Application Form (SAF) as per the requirement under the Applicable Laws. Non-compliance of this Clause shall be construed as a material breach of this Agreement, which will entitle the Broadcaster to disconnect the Channel(s) by issuing a Disconnection Notice for non-compliance. In the event the DPO is permitted to provide signals to both Ordinary and Commercial Subscribers, then the CAS and SMS system of the DPO must be at all times capable of segregating Ordinary and Commercial Subscribers, whereby two separate and distinct SMS reports shall be submitted by the DPO to Broadcaster. Each Set Top Box in a household or unit in a residential multi-unit dwelling or in an establishment shall be treated as a separate Authorized Subscriber. Where an Authorized Subscriber has more than 1 (one) STB (hereinafter referred to as "**Supplementary Connection**") authorized by the DPO to receive the Channel(s), then such Supplementary Connection(s) shall be considered as a separate and distinct "Subscriber" in all respects including Subscription Fee. The DPO shall maintain proper and accurate records of such Supplementary Connection(s) and shall furnish the details thereof as and when required by Broadcaster. It is hereby agreed and acknowledged by the Parties that this Agreement does not confer upon the DPO, any right to distribute the Broadcaster's Channels in any manner to any Commercial Subscriber. Each STB deployed by the Commercial Subscriber shall be treated as a separate subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of the Broadcaster's Channels.

8. SUBSCRIPTION FEE AND CALCULATION OF MONTHLY SUBSCRIPTION FEE	In consideration of the Rights Granted under this Agreement, the DPO shall pay the Broadcaster, for each month of the Term, the monthly Subscription Fee calculated in the manner set out below on or before the Due Date. **Calculation of the monthly Subscription Fee** **Subscribed A-la-carte Channels:** If the DPO is offering the Subscribed A-la-carte Channels on A-la-carte basis, the monthly Subscription Fee payable by the DPO for a particular month of the Term shall be the DPO List Price multiplied by the Monthly Average Subscriber Level. For illustration kindly refer to Illustrations in **Annexure D** of this Agreement. **Subscribed Bouquet:** For each of the Subscribed Bouquets, the DPO shall pay Broadcaster the monthly Subscription Fee equivalent to the DPO List Price of the Subscribed Bouquet multiplied by the Monthly Average Subscriber Level. In case the DPO breaks a Subscribed Bouquet at any time during the Term, then from the date of breaking such Subscribed Bouquet, the Channels comprised in such Subscribed Bouquet shall be deemed as Subscribed Channel(s) availed by the DPO on A-la-carte Basis and the DPO shall be liable to pay the Broadcaster monthly Subscription Fee calculated in the manner set out above for the subscribed Ala-carte Channel. For avoidance of doubt, it is clarified that Broadcaster reserves its rights, subject to applicable Law, to revise the MRP mentioned in **Annexure D.** Upon such revision, the DPO agrees and unconditionally undertakes to pay the Subscription Fee as per applicable Law. Such increase in Subscription Fee will be supported with a valid debit note to be raised by Broadcaster in accordance with the GST Laws.

9. Payment Terms	The Subscription Fee shall be paid monthly in arrears within fifteen (15) days from the date of invoice / provisional invoice (as the case may be) raised by the Broadcaster ("**Payment Due Date**") towards Subscription Fee of a particular month on the basis of the Subscriber Report (in the format detailed in **Annexure A**) of the DPO without any deduction except deduction of applicable withholding tax / TDS as per the provisions of Income Tax Act, 1961 and Rules framed thereunder. Within seven days from the end of each calendar month ("**Subscriber Report Due Date**"), the DPO shall provide the Subscriber Report in the manner and format set out in Annexure A based on which Broadcaster shall raise an invoice on the DPO. Broadcaster shall raise an invoice for the Subscription Fee for each calendar month within seven (7) days from the date of receipt of Subscriber Report from the DPO ("**Invoice**"). The

DPO shall have an obligation to pay to the Broadcaster the Subscription Fee in full within the Payment Due Date.

The DPO will provide to the Broadcaster GSTIN, registered place of business etc. which is requested in writing by the Broadcaster to determine the relevant location of the recipient of service and place of supply based thereupon.

Broadcaster will raise the Invoice from the state from which the Broadcaster provides the services. Invoices shall be raised by Broadcaster based on details such as GSTIN, registered place of business and any other said detail that may be required as per the Applicable Law which are requested by Broadcaster and provided by the DPO. Any revision if required to the Invoice may be addressed through debit or credit notes, as may be required as per prevailing Applicable Law.

Any credit note and debit note shall be issued after prior confirmation by both the Parties. Such debit note / credit note shall be accepted by the DPO on the online GSTN portal within the timelines prescribed under GST law purely in accordance with the details reported in physical copies of such debit notes / credit notes *above.*

In a given month, if the DPO fails to furnish the Subscriber Report to the Broadcaster within the Subscriber Report Due Date for any reason whatsoever, the Broadcaster shall have the right to raise a Provisional Invoice and the DPO shall be under an obligation to pay the Subscription Fee on the basis of the Provisional Invoice (*defined below*) in accordance with the terms of this clause. The Broadcaster shall raise a Provisional Invoice (*defined below*) towards the Subscription Fee of such amount as shall be increased by 10% of the total Subscription Fee of the invoice raised on the DPO for the immediately preceding month ("**Provisional Invoice**"). Provided that the DPO shall provide the Subscriber Reports at the earliest and ensure that the reconciliation for the Provisional Invoices and the actual fee payable on the basis of the Subscriber Reports shall be conducted within three months from the date of issue of such Provisional Invoice. However, nothing contained herein, amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per Applicable Law.

Illustration:
If the DPO in the month of August fails to furnish Subscriber Report within Subscriber Report Due Date, the Broadcaster will issue a Provisional Invoice for the month of August in the following manner:

Subscription Fee for the month of July	*Rs 1,000*
Provisional Subscription Fee for the month of August	*1000+(10% of 1000) = Rs. 1,100*

If the DPO fails to furnish the Subscriber Report consecutively for the second month (i.e. August), the Broadcaster will issue a Provisional Invoice for the month of September in the following manner:

Subscription Fee for the month of August	*Rs 1,100*

	Provisional Subscription Fee for the month of September	*1100 + (10% of 1100) = Rs. 1,210/-*

If the DPO furnishes the Subscriber Report for the month of August after two months, the Parties will carry out reconciliation of Provisional Invoice for the month of August in the following manner:

Subscription Fee for the month of August (based on the Subscriber Report)	*Rs 1,000*
Provisional Invoice amount for the month of August	*Rs 1,100*
Differential Subscription Fee	*Rs 100*

	The DPO shall promptly notify the Broadcaster in case the DPO does not receive the applicable invoice of a particular calendar month on or before the 15th (fifteenth) day of the following calendar month. The Invoice or Provisional Invoice (*as the case may be*) shall be deemed to be delivered to the DPO if no such notification is received from the DPO. The DPO shall make payment of the applicable Invoice or Provisional Invoice (*as the case may be*) amount by the Payment Due Date in accordance with the terms of this Agreement, and any failure to do so on the part of the DPO shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at the rate of 18% per annum, plus applicable taxes ("**Late Payment Interest**"). However, this does not waive the Broadcaster's rights and remedies available to the Broadcaster under the Agreement and / or Applicable laws. The imposition and collection of interest on the late payment of monthly Subscription fees does not constitute waiver of the DPO's absolute obligation to pay the monthly Subscription fees on or before the Payment Due Date. The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Subscription Fee by the Due Date, and the Broadcaster shall retain all of its other rights and remedies under the Agreement, Law and equity. All Subscription Fee payments hereunder are exclusive of all applicable taxes including all and any indirect taxes, such as GST, entertainment tax and any other taxes to be levied under Law. All such applicable taxes shall be at DPO's cost and will be charged at the prevailing rates by the Broadcaster to the DPO. If payment of the Subscription Fee is subject to deduction of any withholding tax / TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the DPO shall provide tax withholding certificates to the Broadcaster within such period as has been specified in the Income Tax Act / rules / notifications / circulars issued thereunder. The DPO shall have no right to withhold or adjust the Subscription Fee for any reason whatsoever and the Broadcaster will be entitled to allocate the payment received from the DPO on first-in-first-out basis, which the DPO shall accept without any objection.

	It is agreed that in case the Broadcaster provides a certificate issued by the Income-tax Department under Section 195 / 197 (1) of Income-Tax Act 1961, the DPO shall withhold taxes at the rate specified in accordance with the same certificate. In the event the DPO merges or acquires a third-party network of the Platform subject to prior written approval of the Broadcaster or upon occurrence of a Change Event, the DPO shall continue to be bound to pay the Subscription Fee in the manner contemplated in this Agreement. The Broadcaster shall have the right to Audit the Addressable Systems, CAS, SMS and other related systems of the DPO by an Empaneled Auditor to verify the DPO's compliance of its obligations, declarations, representations and warranties under this Agreement including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by DPO to Broadcaster for availing discount hereunder. For ease of reference clause for the purpose taxation may be referred to in **Annexure H.**
10. EPG	Before the signing of this Agreement, the DPO shall make available to the Broadcaster the Electronic Programme Guide ("**EPG**") of the DPO's platform. During the entire duration of the Term, the EPG of the DPO shall at all times contain the information of the programs being shown on all Channel(s) in a manner pre-approved by the Broadcaster without any cost or fee to the Broadcaster. The DPO shall provide the format in which the said information regarding all the Channel(s) shall be furnished by Broadcaster. The DPO shall ensure that while determining the relative positioning of the Channel(s) i.e. EPG and the Logical Channel Numbers ("**LCNs**") for the Channel(s), the positioning of the Channel(s) shall be within the same genre as regard the comparable channels of the same language and same genre and the EPG and LCN shall not be changed during the Term of this Agreement. All changes will be made in good faith without targeting the Channel(s) for discriminatory treatment vis-à-vis similar / comparable channels falling within the same genres.
11. INCENTIVE	Broadcaster represents that it offers various Incentives as per the Interconnection Regulations which are detailed in **Annexure F** hereto. It is further clarified that the Incentives are optional and the DPO may avail of the same at its discretion by assigning tick mark(s) □ against such Incentive(s) as detailed in **Annexure F** of the Agreement.
12. PROMOTIONAL OFFER	Broadcaster reserves its right to launch Promotional Offer as per Applicable Law.
13. INTEGRATED RECEIVER	IRD shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for

Decoders ("IRD") and Viewing Cards ("VC")	downlinking and accessing the Channels i.e. an authorization device which is owned, operated and supplied by the Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the DPO. The Broadcaster shall provide IRDs to the DPO or has already provided the IRD's to be used by the DPO for decoding the subscribed channel(s), the details of which are mentioned in the hardware form, attached herewith as **Annexure G** which shall at all times remain the property of the Broadcaster and not of the DPO. The Viewing Cards required for the IRD, shall always be provided by the Broadcaster to the DPO and shall at all times remain the property of the Broadcaster and not of the DPO. The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions, repairs, replacement or maintenance of equipment. In the event the DPO requests so, the Broadcaster may, in terms of its policy, supply or cause to supply the equipment. At its discretion, the Broadcaster may require the DPO to make the following payments against delivery of the equipment: i) **Processing Fee**: Broadcaster may require the DPO to pay one-time non-refundable processing fee towards the equipment for each Channel(s) as per Broadcaster policy. ii) **Replacement Fee:** In case the DPO requires replacement of a defective IRD / VC, the DPO shall pay a non-refundable service charge along with applicable taxes per IRD / VC for one-time replacement. The service charge amount shall be intimated by the Broadcaster based on the nature of defect in the IRD / VC. iii) **Courier / Taxes**: The DPO shall pay the courier charges, taxes and other applicable levies and transportation charges for the equipment(s). IRD(s) / VC(s) provided by the Broadcaster to the DPO, shall at all times remain the property of the Broadcaster. Broadcaster may require DPO to pay a refundable interest free security deposit before Broadcaster delivers an IRD(s) / VC(s) to the DPO. The Broadcaster makes no representation or warranty as to the capabilities of the IRD(s) / VC(s) provided by it to the DPO. The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such IRD(s) / VC(s). However, in the event any such IRD / VC requires repair or replacement, the DPO may send a written request to the Broadcaster and the Broadcaster shall endeavor to have such IRD / VC repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All IRD(s) / VC(s) provided by the Broadcaster to the DPO shall be returned to the Broadcaster immediately upon expiry or prior termination of the Agreement, or earlier if requested by the Broadcaster.

	In the event the DPO fails to pay the Subscription Fees and / or, upon expiry of, or termination of the Agreement, the Broadcaster shall be entitled to take back the

	possession of the equipment(s) from the DPO and deactivate the Viewing Card(s). In the event, the DPO fails to return the equipment to the Broadcaster, the DPO shall be liable to pay a penal sum of Rs. 1,000/- per day per IRD to the Broadcaster for the period during which the default continues. In case the DPO returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the DPO shall be liable to pay to Broadcaster such penalty as maybe determined by the Broadcaster. The Broadcaster shall be authorized to deduct the cost of penalty and damages from the IRD deposit. In order to recover possession of the IRD(s) / VC(s) from the DPO, the DPO shall ensure that the authorized personnel of the Broadcaster are allowed free and unobstructed access to the premises of the DPO where the IRD(s) / VC(s) are installed and take possession of the same. The DPO shall not interfere with such procedure when such authorized personnel of the Broadcaster visit the premises during normal office hours. It is expressly agreed between the Parties that the DPO's right to receive and re-transmit the Channel(s) shall be conditional upon the performance by the DPO of all the obligations arising under this Agreement and mere possession of the IRDs and Viewing Cards and making all payments relating to it, does not guarantee access to the Channel(s). DPO covenants and undertakes to ensure the following with respect to each IRD and VC provided by Broadcaster to the DPO: (a) The IRD(s) / VC(s) shall be installed at a location approved by the Broadcaster in writing and the same shall not be moved from the installation address, as specified in hardware form, which shall be a secure location. The DPO grants the Broadcaster the right at any time to enter the installation address to verify the presence of and to inspect and test, each IRD and VC at the installation address. In the event an IRD / VC is missing, the Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover the IRD / VC. Further, in the event an IRD / VC is lost, misplaced, stolen, or is in any manner alienated from the DPO's possession, the DPO shall immediately inform the Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The DPO shall also immediately initiate all steps that may be possible for the recovery of the IRD / VC, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the IRD / VC shall be borne solely by the DPO. In case the IRD / VC is not recovered, the security deposit with the Broadcaster shall stand forfeited towards penalty and damages and the DPO agrees that the Broadcaster shall be free to recover the balance costs of the IRD / VC from the DPO. (b) The IRD is not opened, tampered with or reproduced in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of the DPO, the Broadcaster may suspend the channel(s)

	without liability and such channel(s) will be restored only at the Broadcaster's discretion and subject to the DPO paying a non-refundable re-activation fee of Rs. 5,000/- (Rs. Five

	Thousand only) or higher plus applicable taxes as per the existing policies of the Broadcaster on each such suspension. DPO acknowledges that the re-activation fee is not a penalty. Upon such IRD seal being broken, the Broadcaster may take back possession of the IRD and DPO's security deposit, as made by the DPO, shall stand forfeited. Further, the Broadcaster shall be free to recover the balance cost of such IRD from the DPO. The DPO agrees to use the IRD / VC only in accordance with the technical specifications established by the manufacturer of the IRD / VC for the installation and use of the IRDs. (c) IRD / VC is not sold, assigned, pledged or otherwise transferred to any party and is not used for any purpose other than receiving the channel(s). (d) In the event the DPO merges or amalgamates with another entity or ceases to operate its Platform, the equipment supplied by the Broadcaster to the DPO shall be returned forthwith to the Broadcaster. In case the equipments are damaged due to negligence of the DPO, the Broadcaster shall be authorized to recover a penalty equal to the actual repair cost from the DPO and in the event the equipment(s) are beyond repair, the DPO shall be liable to pay to the Broadcaster, penalty equivalent to the cost of such equipment(s) as on the date it was supplied to the DPO.
14. Change Event	The DPO shall not, without the prior written consent of the Broadcaster, directly or indirectly, including through a subsidiary or Affiliate, enter into or propose to enter into a Change Event, in which event, the Broadcaster reserves its right to deactivate / disconnect the signals of its Channel(s) transmitted to the DPO as per Applicable Laws. The DPO agrees and acknowledges that the DPO shall be entitled to connect or make available the signals of the Broadcaster Channels through the Distribution System to any independent DPO operating within the Territory the Permitted Digital Distribution Platform ("**Competing Entity**"), only upon execution of a written agreement and clearance of all the outstanding amounts payable by the Competing Entity to the Broadcaster until such time the Competing Entity was availing the signals of Channels under their agreement with the Broadcaster. Any breach by or on the part of the DPO with regard to this Clause 13 shall be construed as material breach of this Agreement causing substantial loss to Broadcaster. It is therefore mutually agreed between the Parties that in addition to and without any limitation on the remedies as may be otherwise available under Applicable Law, the DPO shall be liable to pay the Broadcaster, the entire outstanding amounts payable by the Competing Entity to the Broadcaster, within three (3) days from the effective date of the Change Event involving the DPO and the Competing Entity.

15. Subscriber Management System and Subscriber Reports	The DPO shall maintain at its own cost a subscriber management system ("**SMS**") which is completely in sync with and is fully integrated with the Conditional Access System ("**CAS**") in line with the requirements of the Applicable Laws and is capable of at a minimum: (i) maintaining a computerised customer database appropriately capturing the adequate details of each Subscriber, including name, address, chosen method of payment and billing; (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber

	contracts are collected, returned and recorded in the SMS database for ongoing administration; (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, activating and deactivating channel requests, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints; (iv) obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion, and; (v) enabling new Subscribers via the SMS over-the-air addressing system and disabling defaulting Subscribers from time to time in its discretion. The DPO warrants that any activation or de-activation of a subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS. The DPO agrees to submit the complete and accurate Subscriber Reports on or before the Subscriber Report Due Date in the format specified in **Annexure A** of this Agreement. ("**Subscriber Report**"). Subscriber Reports shall specify all information required including but not limited to the number of Subscribers for each Channel, each Package in which a Channel is included, monthly per subscriber distributor retail price of each of the Channel, composition of each Package offered by the DPO and shall be signed and attested by an officer of the DPO of a rank not less than Head of Department / Chief Financial Officer who shall certify that the information in the Subscriber Report is true and correct. If any Broadcaster's Subscriber has opted for more than one connection / STB, then all such additional connections should also be reflected in the Subscriber Report. The Subscriber Reports must be generated only through the integrated CAS and SMS systems in a pre-defined read-only format, such as a PDF file, not capable of further editing post generation from the system and sent via email to the Broadcaster as required under the Notices clause of this Agreement. The DPO shall maintain throughout the Term and for atleast minimum period of twenty four (24) months thereafter (or for such period as required by Law) sufficient records to enable the Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports supplied by the DPO pursuant to this clause, (ii) the payments due to the Broadcaster hereunder, and (iii) the DPO's compliance with its anti-piracy obligations as set out in this Agreement. The obligation of the DPO to provide to the Broadcaster the Subscriber Reports shall survive termination of this Agreement until the Broadcaster receives the Subscriber Reports for each relevant month for which any Subscription Fee is payable. The Parties agree that timely submission of the Subscriber Reports shall be material obligation of the DPO and time is an essence of the contract. The DPO recognizes that delay of every single day in submission of Subscriber Reports shall amount to material breach of this Agreement and would cause material and substantial loss to Broadcaster. The Parties agree that any modifications made to the Subscriber Reports once submitted,

	shall not be permissible unless otherwise expressly agreed to in writing by Broadcaster.

16. AUDIT	The Broadcaster's representatives (including through an independent auditor) shall have the right, once in a calendar year, to review and Audit the SMS, CAS, other related systems and records of the DPO relating to the Channel(s) for the purpose of verifying the amounts payable to the Broadcaster under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of this Agreement. The broad scope of the said Audit is detailed in **Annexure I** of this Agreement read with the Applicable Law as amended from time to time. Provided that, if the Addressable System of the DPO does not meet requirements or that the Broadcaster apprehends that it does not meet the requirements specified under the Schedule III of the Interconnection Regulations, the Broadcaster shall have the right, once in a calendar year, to Audit the SMS, CAS and other related system of the DPO by an auditor empaneled by TRAI. Provided that the DPO shall be under a legal obligation to revert within seven (7) days after a request is received to Audit from the Broadcaster so that the Audit exercise can be undertaken a date before the end of the fifteen (15) day period. In the event the DPO fails to respond or provide a convenient date for Audit falling within a month of the request date, then in such an event, the Broadcaster shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month's Subscription Fee paid by the DPO for the previous month. For the avoidance of doubts, it is clarified that the additional charge of 10% as referred to above shall continue to be levied on a monthly basis until the Audit is commenced and completed with full cooperation of the DPO and to the satisfaction of the Broadcaster. In the event an Audit reveals that the DPO has under-reported the number of Subscribers or the Subscription Fee or has misrepresented any item or has failed to keep accurate and complete records or has manipulated / tampered with the Subscriber Report: i. The DPO shall make immediate payment of all amounts due as determined pursuant to the Audit, plus Late Payment Interest thereon along with applicable taxes. In the event the Audit reveals that the Subscription Fees due for any period exceeds the Subscription Fee reported by the DPO by 2% or more, the DPO shall in addition also pay the Broadcaster, the costs incurred in relation to the Audit and take necessary steps to avoid such errors in future; and ii. The Broadcaster shall have the option in its sole discretion (in addition to the Broadcaster's other rights and remedies under law or equity) to suspend delivery of the Channel(s) and / or to terminate this Agreement as per Applicable Law, in the event the DPO fails to make payment of all amounts due along with Late Payment Interest and applicable taxes thereon and / or fails to take steps to avoid

	recurrence of errors in reporting. The DPO hereby agrees and acknowledges to offer necessary assistance to auditors and Broadcaster's representatives so that Audit can be completed in a time bound manner. In the event during the Audit exercise it is found that the DPO has not informed the Broadcaster in writing about any change / replacement of its existing SMS / CAS system declared at the time of execution of the Agreement or in case where the DPO has introduced or is making use of one or more SMS / CAS systems for which it has not declared true and correct Subscriber count with the choice of channels subscribed by the Subscribers, then in such an event, the Broadcaster shall at its discretion, charge for such additional subscribers attributable to such supplementary / additional SMS / CAS systems with a penalty @ 100% of the MRP plus applicable taxes for such channels from the Commencement Date of the Agreement. The DPO is obligated to maintain accurate, complete and up-to-date records of every Subscriber's details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub-licenses, correct conditional access log, SMS data, duly executed agreements with subscribers forms filled by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all subscribers ("**Subscriber Records**"). The DPO shall ensure that its SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and or de-activation, going back to at least two (2) consecutive preceding years at any point of time.

	The DPO shall at the request of the Broadcaster, send a report in respect of systems, measures and compliances with the Audit clause of this Agreement. Such report shall be authenticated by the agencies or vendors providing CAS software and SMS / billing software. It is agreed between the Parties that neither the Broadcaster's acceptance of such information or payment, nor the Broadcaster's inspection or Audit of the DPO's records or accounts shall prevent the Broadcaster from later disputing the accuracy or completeness of the same. The DPO shall provide full cooperation to the auditors in order to carry out the Audit including but not limited to granting necessary permissions required to access DPO's facilities and systems including but not limited to SMS, CAS, IT systems, for successful Audit and also provide documents as may be required by the auditors for successful Audit. DPO shall have no objection to auditors carrying / using their own equipment(s), IT and other systems including but not limited to laptop, software and hardware for conducting such Audit and shall be provided with free ingress and egress from the premises wherein such Audit is conducted. The SMS, CAS, billing, IT systems and all other Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and Audit by the auditor(s) (i) at any time during normal business hours during the Term of the Agreement and for three months after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the DPO; and (ii) Immediately with prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement. Notwithstanding anything to the contrary contained herein, if during review and/or Audit of the SMS, CAS, other related systems and records of SMS and CAS of the DPO, it is revealed that the DPO has misrepresented any information contained in the Qualifying Report or any item having a bearing on the computation of the opted Discounts and/or the monthly Subscription Fee payable by the DPO, the Broadcaster shall be entitled to revoke all the Discounts availed by the DPO and seek appropriate refund of the same along with interest. This is without prejudice to the right of the Broadcaster to raise a demand note. The DPO also acknowledges and confirms that in the event the DPO confirms a date for Audit of its system to the Broadcaster consequently the TRAI empaneled auditor appointed by the Broadcaster along with Broadcaster's representative reaches the DPO's headend on the scheduled Audit date and where the Audit is cancelled or postponed or abandoned, due to any reason attributable to the DPO, in such a case entire cost of the said Audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall stand to the account of the DPO as due and payable to the Broadcaster. The DPO agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the DPO in this regard.

17. Advertising and Promotion	The Broadcaster grants to the DPO the non-exclusive, revocable and non-assignable right during the Term to use the Channel Marks solely in connection with DPO's advertising and promotion of the Channel(s) as available on its Platform and in a manner that has been pre-approved by the Broadcaster. The DPO shall use its best efforts to promote an

	awareness of the channels among its Subscribers and potential subscribers. The DPO agrees to give: 1. an equivalent amount of marketing support for the Channel(s) as it provides to other channels of the same genre; 2. similar treatment to Channel(s) in all advertising material whereby Channel logos and / or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and equal opportunity to the Channel(s) for participation in events and promotions that DPO undertakes subject to commercial agreement for each event. 3. The DPO shall explicitly and in a non-discriminatory manner communicate to the Subscribers of the Platform in all its publicity and promotional material, the manner in which the Channel(s) are being offered to them. The Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. DPO shall cooperate with the Broadcaster in such research by making available information reasonably requested by the Broadcaster.

18. Intellectual Property	The Broadcaster shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in Broadcaster's Channels. The DPO acknowledges that all Intellectual Property including Channel Marks and associated marks and names (and the names of programs which appear in the Channels and the content thereof) are and shall remain the exclusive property of the Broadcaster. The DPO agrees and undertakes to distribute the Channel(s) in their entirety in the same manner as the Channel(s) are delivered by the Broadcaster without any cutting, editing, dubbing scrolling or ticker tape, interruptions, picture squeezing or resizing, insertion of graphic or animated overlays, pull thoughts or crawls, deletion or variation, substituting or any other modification, alternation, addition, deletion, variation or other interference or interruption in any manner. The DPO shall keep fully confidential and shall not publish or disseminate any material or information, which violates any conditions imposed by the Broadcaster and disclosed to the DPO for the purpose of this Agreement. The DPO acknowledges and agrees that the DPO shall have right to use the Channel Marks to promote the Channel(s) through programme guide, programme listing, internet website and for the purpose of displaying the EPG, if any. The DPO has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the DPO with respect to the programmes included in the Channels. The DPO shall keep fully confidential and shall not publish or disseminate any material or information, which violates any conditions imposed by the Broadcaster

	and disclosed to DPO by Broadcaster for the purpose of this Agreement. All rights to the Channel(s) and its contents are specifically reserved to the Broadcaster, and DPO shall not have any claim over the same. Notwithstanding anything contained in this Agreement, the DPO agrees that the Broadcaster, its parent, successors, assigns or any entity that owns or controls the Broadcaster directly or indirectly during the Term hereof or for any extension, may re-name or re-brand the Channels in its sole discretion. However, the DPO can use the Channel Marks to promote the Channels through programme guide, programme listing and for the purpose of displaying the electronic program guide. The DPO shall use its best efforts to promote awareness of the Channels among its subscribers and potential subscribers.

19. Delivery & Security	The DPO shall install decoding equipment and all other equipment necessary to receive and distribute the Channel(s), at its own cost and expense. All Channel(s) must be delivered by the DPO to the Authorized Subscribers in a securely encrypted manner and without any alteration, editing, delays, interruptions, picture squeezing, pull through or crawls, except as authorized by the Broadcaster in advance in writing. It is expressly clarified that that the DPO shall offer all / any Channel(s) at all times as a linear television service only on 24 hours per day, 7 days per week, 365 days a year basis. Further the Channel(s) shall be offered on as-is basis and shall not be offered on basis of any specific event, sporting event, programming, or specific screening or for specific hours. The transmission specifications and infrastructure allocated by the DPO in respect of the broadcast signal of the Broadcaster's Channels by DPO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its Platform. The DPO's transmitting facilities shall be fully capable of individually addressing subscribers on a channel-by channel and decoder-by-decoder basis.

	The Broadcaster shall provide the requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated processing fees, interest free security deposit per IRD and AMC Charges along with applicable taxes as per the conditions laid down in the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Services and Consumer Protection (Addressable Systems) Regulations, 2017 dated 03rd March 2017 (as amended from time to time) and the details particularly set out in **Annexure G**. Where the DPO shares its platform infrastructure with any other DPO or where the DPO avails the infrastructure facility from any other DPO (if permitted under Applicable Law), the same shall be in accordance with and complete compliance with: (i) the Guidelines for providing HITS broadcasting service in India formulated by MIB; (ii) Guidelines/Regulations for sharing of infrastructure by DPOs as formulated by TRAI, MIB and as amended from time to time.

20. Obligations of the DPO	The DPO shall, at its own cost and expense, receive the Channel (s) from designated satellites and re-transmit the Channel(s) through its Permitted Digital Distribution Platform to the Broadcaster's Subscribers in the Territory. Irrespective of the DPO's collection of its invoiced monthly amounts from the Broadcaster's Subscribers in a timely manner, the DPO shall pay the Subscription Fee within the Payment Due Date prescribed in this Agreement. Subject to technical and operational feasibility, the DPO, as the case may be, shall provide the Channel(s), on non-discriminatory basis, to every active Subscriber making a request for the Channel(s), on receipt of such request by the DPO. The DPO shall, in a non-discriminatory manner, ensure re-transmission of such high-quality encrypted signals of the Channel(s) through DPO's Permitted Digital Distribution Platform to the Broadcaster's Subscribers as are equal to the signal quality of other channels re-transmitted through the DPO's Platform to all active Subscribers. In any event, the signal re-transmission quality of the DPO's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards. The DPO shall take all necessary action to prevent unauthorized access of the Channel(s) through its Platform and shall regularly provide to the Broadcaster with updated piracy reports. The DPO shall ensure that none of the Channel(s) shall be disadvantaged or otherwise treated less favorably in any manner by the DPO with respect to Channels of other broadcasters. The DPO shall obtain from the Broadcaster the EPG/FPCs for the Channel(s) and the DPO shall ensure that such EPG/FPCs are displayed on the EPG of the DPO's Platform at all times during the Term.

	The DPO agrees to abide by the applicable GST laws, rules and procedures and indemnifies the Broadcaster from any claims and / or liabilities that may arise on account of DPO's violation of the applicable GST laws. The DPO shall be responsible to reverse input tax credit claimed / availed on such invoices for which a credit note is issued by the Broadcaster due to any change in the Subscription Fee. Prior to the DPO discontinuing re-transmission of any Channel(s) because of monthly subscription percentage for such Channel being less than the discontinuation threshold calculated as per Schedule VIII of the Interconnection Regulations, in each of the immediately preceding six consecutive months, the DPO shall provide fifteen (15) days' prior written intimation to the Broadcaster along with all supporting data and information including the Subscribers Report. The DPO undertakes that it shall be solely responsible for its dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of the DPO or any of its representatives, agents, employees, or consultants. The DPO shall make the payment of monthly Subscription Fee irrespective of the DPO's collection of the invoices monthly Subscription Fee from its sub-DPO/affiliate/LCOs/subscribers in a timely manner, the DPO shall pay the monthly Subscription Fee on or before the Due Date prescribed in this Agreement.
21. ANTI-PIRACY	In order to prevent theft, piracy, unauthorized re-transmissions, re-distribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "**Piracy**"), the DPO shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") as may be specified (security specifications), in writing, from time to time, by the Broadcaster. To ensure the DPO's ongoing compliance with the security requirements set out in this Agreement, the Broadcaster may require technical audits ("**Technical Audits**") conducted by an independent security technology auditor approved by the Broadcaster in writing not less than once per year during the Term. If the results of any Technical Audit are not found to be satisfactory, the Broadcaster may, in its sole discretion, suspend the DPO's right to distribute the Channel(s) or take other actions as provided under this Agreement, until such systems, procedures and security measures have been corrected to the Broadcaster's satisfaction. The DPO shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the DPO to the Broadcaster's satisfaction. For every Technical Audit, DPO shall make available all the data, records, systems information and details for inspection as required by the empaneled auditor or the authorized representative of the Broadcaster in this regard.

	The DPO shall deploy Fingerprinting mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365 basis. The DPO shall not authorize, cause or suffer any portion of any of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the DPO at the time the Channel(s) are made available. If DPO becomes aware that any unauthorized third party is recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, the DPO shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, notify the Broadcaster and the DPO shall also switch off the concerned Set Top Box to prevent such unauthorized use. If so instructed in writing by the Broadcaster, the DPO shall shut off or de-authorize the transmission to any unauthorized subscriber / subscriber indulging in piracy, within ten minutes from the time it receives such instruction from the Broadcaster. Any communication under this clause shall be considered as valid Information only if (i) the Information is sent through e-mail in a format as mutually agreed by the parties and (ii) the Information is sent by a person(s) who is designated to send such Information. However, the "Information" may even be provided by the Broadcaster representatives through other means of communications such as telephonic message, fax etc. and the said "Information" shall later be confirmed by the Broadcaster through e-mail and the DPO shall be under obligation to act upon such Information. DPO shall comply with the anti-piracy requirements ("**Anti-Piracy Requirements**") detailed in **Annexure B** of this Agreement and such other anti-piracy requirements as are notified by the Broadcaster to the DPO in writing from time to time.

22. Broadcaster's Suspension Rights	Subject to any Applicable Laws, the Broadcaster shall have the right to suspend delivery of the Channel(s) to the DPO forthwith / after giving notice in terms of the applicable Law, in the event of: i. a material breach related to Subscription Fee if the same is not paid by the DPO by the due date; ii. a material breach related to anti-piracy; or iii. any other material breach of this Agreement not related to anti-piracy / non-payment of Subscription Fee. iv. Any material breach of the Agreement which in Broadcaster's sole opinion is not capable of remedy. v. Revocation, termination or suspension of the DPO's License or any other material license necessary for DPO to operate its Platform. vi. If there is change in the ownership, management or control of the DPO which is not pre-approved by the Broadcaster.

23. Alteration of Channels	The DPO agrees to carry each of the Channel(s) in their entirety, in the order and at the time transmitted by the Broadcaster, without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, dubbing, scrolling or ticker tape, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions blacking out, substituting or any other modification, except as authorized by Broadcaster hereunder and for any EPG / programme related information, interactive service or platform related functionality. The DPO also agrees and undertakes that it shall not superimpose or otherwise insert any advertisements, promotions, programmes, data and content whatsoever either of its own or that of any other channel before / during / after or along with the content of the Channel(s) except as authorized by the Broadcaster. The DPO shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channel(s) for any purpose whatsoever. The DPO undertakes not to copy and / or store any content available on any of the Channel(s) on any storage device in any medium. The DPO may, subject to the Applicable Law, insert scrolls or text line messages that shall appear on the bottom of the screen in order to communicate with its Subscribers only in case: - (a) where it is so required by any regulatory or Governmental authority; or (b) any change in its channel offerings or impending disconnection or any disruption in the supply of the Channel(s). Provided that the aforesaid scrolls or text line messages shall also appear on the closest competition channels in the respective genres on a non-discriminatory basis. It is further agreed that the DPO shall not insert any independent advertising on the Channel(s) and shall not superimpose or otherwise modify or alter in any manner any trademarks, channel marks, names, logos, or copyright appearing on the Channel(s). However, subject to the foregoing, the DPO is allowed to add / insert its own trademark, logo, name or other insertion of similar nature in the form of translucent watermark, while transmitting / re- transmitting the signals, provided that any of such insertions do not appear at more than one place in any frame and provided further that such insertions are also made on the closest competitive channels in the respective genres on a non-discriminatory basis as regards their placement, size etc. The DPO shall further ensure that the trademark, logo, name, watermark so inserted by it shall not be more prominent than the respective Channel(s)'s name, logo, marks, etc. and shall not obscure or overlay the Channel(s)' logo, name, marks or any programme appearing on the Channel(s). The Broadcaster reserves the right to alter the Channel(s), including the name and logo of the Channel(s) and the programming exhibited on the Channel(s).

24. TERMINATION	Either Party may terminate this Agreement by giving a prior Disconnection notice, subject to Applicable Law, to the other in the event of: a) Material breach of this Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so; or b) in the event of insolvency of the other Party, or if the other Party enters into an arrangement or composition with its creditor(s), or if a receiver of the other Party's assets is appointed; or if a resolution is passed by the board and shareholders of the other Party to wind-up its business and file for voluntary winding up before the court / tribunal; or c) The license or any other material license necessary for the DPO to operate its Platform service being revoked or surrendered or cancelled for any reason whatsoever at any time. The Broadcaster shall have the right to terminate this Agreement on written notice of 21 days to the DPO if: (i) the DPO breaches any of the terms of this Agreement; or (ii) the Broadcaster discontinues the Channel(s) with respect to all distributors in the Territory. The DPO shall have the right to terminate this Agreement on written notice to the Broadcaster if the DPO discontinues its business and provides at least ninety (90) days' prior written notice. Broadcaster to have a right to terminate the Agreement with immediate effect without any notice, in the event the DPO or any of its Related Companies falls in the list of sanctioned countries, organizations or individuals by OFAC (Office of Foreign Asset Control) or any other department of US Government and / or EU Commission. The procedure for disconnection of signals of the Channels shall be subject to provisions contained in the Interconnection Regulations dated 03rd March 2017 notified by TRAI, as amended from time to time. In the event the IRD Box / CAM or viewing card is / are transferred to any other location in breach of this Agreement, the Agreement shall automatically terminate without prejudice to any other rights, entitlements and remedies of the Broadcaster under this Agreement or Law. The Broadcaster shall have the right to disconnect the Channel(s) provided to the DPO at any time by giving a prior notice of twenty-one (21) calendar days, specifying the reasons for such disconnection. The right of the Broadcaster to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to the Broadcaster under this Agreement or Law. **Effect of Termination**

	Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except- i. DPO's obligations to pay the Subscription Fees accrued under the Agreement upon or prior to expiration or termination of the Agreement; ii. The indemnity obligations of the Parties; iii. The confidentiality obligations of the Parties; and iv. Such other rights as may accrue to the Parties under Applicable Laws. In addition, the DPO shall forthwith- i. Cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as the Broadcaster may require; ii. Cease to provide or distribute / transmit the Broadcaster's Channels to the Subscribers; iii. Return to the Broadcaster the IRDs and VCs; iv. The DPO shall prepare and deliver to the Broadcaster a final Subscriber Report relating to amounts due to the Broadcaster forthwith; v. All promotional materials of the Broadcaster and / or confidential Information which are in the possession of the DPO or under its control shall be returned to the Broadcaster or be otherwise disposed off in accordance with the Broadcaster's directions. The expiry or termination of the Agreement shall be without prejudice to any rights, which have already accrued to either Party under the Agreement prior to the date of expiry or termination. The Parties shall immediately cease to make any representations that they are associated with each other in the Territory. The termination of the Agreement shall not absolve the DPO of its obligations and stipulations under the Agreement. Termination of this Agreement shall not affect any continuing obligations of each of the Parties, including any rights and obligations relating to indemnification and Audit.

25. **Representations & Warranties**	**<u>Each Party represents and warrants to the other Party that:</u>** (a) each of them is a duly incorporated and is a validly existing company under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement. (b) upon execution, the Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable

	Law; (c) it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement. **<u>The DPO undertakes, represents and warrants to the Broadcaster that:</u>** (a) the DPO has conducted its business at all times in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the DPO to operate the Platform within the Territory and has submitted all documents as detailed in **Annexure C** of this Agreement. The registration or license to operate the Distribution System within the Territory and all other necessary supporting documents, including licenses or registrations of all sub-DPOs are valid and shall continue to remain valid during the Term of this Agreement. The DPO confirms that it shall abide by the Cable TV Act, and Interconnection Regulations and shall duly inform the Broadcaster in the event of any changes or termination in its registrations. Any failure on the part of the DPO to inform Broadcaster in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement; (b) the DPO has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed; (c) the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The DPO shall not generate or retransmit any unencrypted signals or feeds from its Head End; (d) it shall not pledge, charge or encumber or in any way part with the possession of the equipment without the prior written permission of Broadcaster and shall not remove / shift any equipment used to avail the Channel(s) from the address referred to in the Agreement, without the prior written consent of the Broadcaster; (e) it shall not shift, remove, modify, misuse or tamper with the equipment used to avail the Channel(s) including the paper seal to prevent opening of the

	equipment or any signals emanating therefrom, in a manner that prevents the identification

	of the equipment number or interferes with the signals emanating therefrom; (f) it shall not distribute the Channel(s) other than by itself or through any LCO detailed in **Annexure D** of this Agreement hereto or otherwise deal with the Channel(s) except as expressly authorized under this Agreement. It is hereby clarified that the DPO shall offer the Channel(s) to its Subscribers on a-la-carte basis, and may also offer such Channel(s) within and as part of Subscriber Package; (g) it shall not distribute the Channel(s): (i) outside the Territory; and (ii) to any other Person other than to the Subscriber as specifically defined under this Agreement; (h) it has the appropriate net worth, good and paying Subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently so as to enable the DPO to discharge all its obligations under this Agreement. The DPO further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected; (i) all information provided by the DPO to the Broadcaster in connection with this Agreement has been provided in good faith. All information which has been provided by the DPO to the Broadcaster in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading; (j) the DPO has not received any petition for, and no order has been made or a resolution been passed for the winding up of the DPO or for the appointment of any provisional liquidator or administrator over any or all the assets of the DPO or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the DPO and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the DPO; (k) there are no legal proceedings pending against the DPO, which would materially affect the ability of the DPO to perform its obligations under this Agreement; (l) DPO or any of its Affiliate or shareholder or related companies do not fall under the list of sanctioned countries, organizations or individuals by OFAC (Office of Foreign Asset Control) or any other department of US Government and / or EU Commission; (m) DPO will be solely liable for compliance of all applicable Laws, rules, regulations,

	etc. including but not limited to Interconnection Regulations, Tariff Order, Anti-Piracy

	obligations, Cable Television Networks (Regulation) Act, 1995, data privacy laws and use of sensitive personal information that may be collected by the DPO; (n) the provisions of this Clause shall also apply to all LCOs / sub-DPOs of the DPO who are distributing the Channel(s) through the Distribution System in the Territory. The breach of any of the above shall constitute a material breach of thisAgreement and shall entitle the Broadcaster to terminate this Agreement. The rights of the Broadcaster under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.
26. Acknowledgemen t by the DPO	**<u>DPO understands and acknowledges that</u>** a. Broadcaster is offering the Channels on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services / signals will be error free or uninterrupted for the purpose envisaged in this Agreement; b. Broadcaster reserves the right to remove any Channel from the list of available Channels at any time if it ceases to distribute such Channel. In the event Broadcaster discontinues distribution of any Channel chosen by the DPO during the Term, such Channel shall stand withdrawn from Broadcaster's offering without any further obligation or liability on part of Broadcaster; c. Broadcaster reserves the right to alter the Channels, including the name and logo of the Channels and the programming exhibited on the Channels; d. the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, and / or (iii) the encryption technology used for the Channels. In the event the DPO is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the DPO shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the DPO or its Subscribers for any failure on their part to access the Channels as a result of any such change; and e. The DPO shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the DPO distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the DPO and / or terminate the Agreement.

27. **Indemnity & Limitation of Liability**	DPO shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the DPO of any provision herein. The Broadcaster shall not be liable to the DPO, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the

	Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. Notwithstanding anything contained herein to the contrary, the aggregate liability of the Broadcaster and its Affiliates to the DPO for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations or otherwise, shall not exceed the sum equal to the monthly Subscription Fee for the last month actually paid by the DPO to the Broadcaster under this Agreement. The DPO undertakes that it shall be solely responsible for dealings with the Subscribers or Commercial Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO.
28. **Assignment**	Notwithstanding anything to the contrary contained in this Agreement, the DPO shall not in any manner have the right without the prior written consent of the Broadcaster except by operation of law (subject to all of the Broadcaster's rights surviving), to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. The Broadcaster may assign or transfer its rights or obligations under the Agreement to any party acquiring all or a substantial portion of its business or to any corporation or entity controlling, controlled by, or under common control with the Broadcaster at its sole discretion without an obligation to inform the DPO.
29. No Agency	Nothing contained in this Agreement shall create any partnership or joint venture or the relationship of employer and employee or an agent and principal between the parties. Neither party shall have any right or power to obligate, bind, or commit the other to any expense, liability, or matter other than as specifically and expressly agreed in the Agreement.
30. Governing Law & Jurisdiction	The Parties agree that this Agreement is governed and construed under the substantive Laws of India. The Parties agree that the TDSAT shall have the exclusive jurisdiction in respect to any dispute between the Parties arising out of or in connection with this Agreement. Nothing contained in this Agreement shall be construed as restricting or limiting the right of Broadcaster to take action for violation of its rights under all Applicable Laws.

31. Entire Agreement	This Agreement, together with the annexures, tables and schedules thereto, contain the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the Parties acknowledge have been merged into such documents, annexures, exhibits and schedules.
32. Survival	The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement, the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement, shall continue to have effect after the end of the Term.
33. Cumulative Remedies	All rights and remedies of either Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

34. Specific Performance	The DPO agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster. The Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court may deem necessary or appropriate to restrain the DPO from committing any violation of this Agreement or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies Broadcaster may have at law or in equity, including without limitation, a claim for damages.
35. Guarantee	The DPO shall procure that its permitted and authorized sub-DPOs who are operating in the Territory comply with the terms of this Agreement and perform their obligations hereunder. The DPO guarantees the performance of the obligations of its permitted and authorized sub-DPOs under the terms of this Agreement. Any breach or default of this Clause by the permitted and authorized Affiliate and sub-operator shall constitute a material breach by the DPO of the terms of this Agreement.
36. Severability	If any provision of this Agreement is held by any court of competent jurisdiction or government authority to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.
37. Regulatory Intervention	In the event that there is any change in any applicable Law, statutes, enactments, acts of legislation or parliament, ordinances, rules, bye-laws or regulations of any government or statutory authority in India including but not limited to the MIB, TRAI, BIS, etc. or any final un-appealable order of any competent court or tribunal which would have a material effect on the rights and obligations of either of the Parties, as set forth in this Agreement, then the Parties shall discuss and mutually agree to amend the relevant provision of the Agreement so as to give effect to the then prevailing legal and regulatory position, by an amendment to this Agreement duly reduced in writing.

38. Compliance with Anti-Corruption Laws	The DPO shall comply with all applicable laws, rules or regulations (whether international, federal, state or local), including without limitation the requirements of the U.S. Office of Foreign Assets Control, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Prevention of Corruption (Amendment) Act, 2018 and any analogous sanctions and / or anti-corruption laws, rules or regulations. Further, DPO agrees to comply with Client's Code of Ethics and is aware and agrees to make its employees and any other individuals who perform services under this Agreement aware, of the existence and availability of Client's ethics hotline to report any ethics concerns that they may observe in their dealings with the Client. Client's Code of Ethics is available on the Client's corporate website and the Client's ethics hotline, which is available at discovery.ethicspoint.com.
39. Confidentiality	Save for the existence and terms of this Agreement, the Parties shall not in any manner disclose to any third party any matters relating to the course of dealings between the Parties including all Subscriber related information or any information pertaining to the business of the DPO / Broadcaster, except on a need-to-know basis to auditors (as a part of normal reporting procedure), attorneys, Affiliated companies, parent and holding company employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, and as may be required by any applicable government agency, regulatory body or court.
40. Force Majeure	i. If on account of a Force Majeure Event, either Party cannot perform its obligations

	for more than forty-five (45) days, then either Party shall be entitled to terminate this Agreement forthwith or by providing a notice of as many days as may be prescribed under the Agreement. ii. The Party suffering the Force Majeure Event must promptly notify to the other Party in writing (i.e. within 48 hours) the nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event. iii. Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 39, neither Party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Subscription Fee shall accrue and be payable by the DPO for the period during which the Force Majeure Event continues and / or until the Agreement is terminated by Broadcaster hereunder.

41. Amendments	No amendment / variations / modifications to this Agreement shall be valid unless agreed to in writing and signed by the authorized signatories of each Party.
42. Waiver	No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

43. Notices	All notices must be sent in writing, during working hours, by personal delivery or courier or registered post or email to such address of Broadcaster and DPO as specified in the first and second page of this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2nd business day when sent by courier; and (c) fifth business day when sent by registered post.
44. ANNEXURES	The following Annexures (which are annexed separately) shall form part of this Agreement: 1. Annexure A – Report Formats 2. Annexure B – Anti-piracy obligations and Content Protection Systems 3. Annexure C – Documents/Information to be submitted by DPO 4. Annexure D – List of channels and bouquets 5. Annexure E – Term and Territory 6. Annexure F – Incentive 7. Annexure G – Equipment Details 8. Annexure H – Tax Clauses 9. Annexure I – Scope of Audit

IN WITNESS WHERE OF, this Agreement is entered into as of the date first set forth below.

FOR & ON BEHALF OF DISCOVERY COMMUNICATIONS INDIA	**FOR & ON BEHALF OF THE DPO**
Name:	Name: Mr Senthil Kumar
Title:	Title: Proprietor

ANNEXURE A

REPORT FORMATS

A: Monthly Subscription Reports of channels or bouquets to be provided by the DPO to Broadcaster.

Reported Month: _____ Year: _____

Date of generation of Report: _____

Date of submission of Report by the DPO: _____

Total average SD universe for a given month: _____

Total average HD universe for a given month: _____

_____

A.1Monthly subscription of a channel or bouquet shall be arrived at, by averaging the numberof A c t i v e Subscribers subscribing that channel or bouquet (**"Monthly Average Subscriber Level")**, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of Subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Table 1- Monthly subscription for a-la-carte channels

S. No.	Name of the channel	Number of u niq ue Activ e Subscribers of the Subscribed Channel on 7th day of the month	Number of u niq ue Activ e Subscribers of the Subscribed Channel on 14th day of the month	Number of u niq ue Activ e Subscribers of the Subscribed Channel on 21st day of the month	Number of u niq ue Activ e Subscribers of the Subscribed Channel on 28th day of the month	Monthly av e r ag e subscribers of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3)+(4)+(5)+(6)]/4

1.						
2.						

Table 2- Monthly subscription for bouquets of pay channels

S. No.	Name of the Subscribed bouquet	Name of Subscribed Channels forming part of Subscribed Bouquet	Number of unique Active Subscribers of the Subscribed Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1. 2.							

Table 3 - Monthly subscription for DPO Bouquets

S. No.	Name of the DPO Bouquet	Broadcaster Bouquet(s) that are part of the DPO Bouquet	Broadcaster A la carte channel(s) that are part of the DPO Bouquet	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed DPO Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]/4
1.								
2.								

Note: Separate reports shall be provided by the DPO for different States / Union Territories.

ANNEXURE B

ANTI-PIRACY OBLIGATIONS AND CONTENT PROTECTION SYSTEMS

The DPO shall adhere to the following Content Protection/Security obligations in addition to the provisions of the Interconnection Regulations including but not limited to Schedule III and Schedule IX of the Interconnection Regulations.

A. Content Protection Systems

1. Input/ Output Requirements for STBs.

   (i) Video Input Controls. Any digital input capable of receiving non-service video signals for transmission to a television monitor must respect the instructions embedded in the Subscribed Channel(s) and Subscribed Channel(s)
   content. DPO and Broadcaster further agree to hold periodic joint meetings to discuss digital piracy and potential technology solutions.

   (ii) Digital Outputs. DPO shall not transmit or cause or permit the Distribution of the Subscribed Channel(s)and Subscribed Channel(s) content via any digital output.

   (iii) Output Control. DPO shall ensure that each STB has the capability to enable or disable individual outputs on a program-by-program basis and shall do so upon request of BROADCASTER.

2. DRM Specifications

   DPO shall provide a digital rights management software application license to Broadcaster ("**DRM**"). Any changes to such DRM shall be intimated to Broadcaster within seven (7) days of such change.

3. General Requirements

   (A) Technical Facilities; Copy Protection. DPO shall employ such full Security Systems and encryption and encoding procedures as are appropriate in accordance with the instructions of Broadcaster to prevent unauthorised persons from receiving, duplicating or retransmitting, all or any part of any Channels. Without limiting the foregoing, DPO shall employ Security Systems and procedures to protect the Channels from damage, theft and loss, including the following:

      (i) DPO will maintain a vulnerability management team that conducts risk assessments and reviews applicable security patches and upgrades of the Distribution System.

      (ii) DPO shall not make, authorise or permit any other person to make, any duplicate copies of the Channels without Broadcaster's prior written consent.

   (B) Copy Control Information. DPO shall not strip out or obscure data fields or other data packets containing the embedded technology or other encoding or watermarks (including forensic watermark) as may be embedded in the Channels and Channels content as delivered to DPO.

ANNEXURE C

DOCUMENTS/INFORMATION TO BE SUBMITTED BY DPO

a) Copy of Audit Report, if an audit was caused by DPO in 12 months prior to execution of this Agreement
b) Schedule III compliance Declaration
c) BIS certificates for all makes & models of STB deployed by DPO after DAS implementation.
d) Certificate from all the CAS vendors.
e) Certificate from SMS vendors.
f) Certificate from STB vendors.
g) License copy
h) Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of DPO (Applicable for Company)
i) Partnership Deed and Authorization letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
j) Signature proof of authorized signatory (Applicable for sole proprietorship)
k) Pan Card copy/Form 60
l) GST Registration Certificates
m) TAN No.
n) List of associated Joint Ventures
o) Additional Disclosures

ANNEXURE D
LIST OF CHANNEL(S) AND BOUQUETS

A. Channels on A-la-Carte basis and MRP

Sr. No.	Channel Name (Standard Definition)	Maximum Retail Price (MRP) of Channel (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	Genre	DPO to select the Channel (Yes/No)
1.	Discovery Channel	4.00	3.20	Infotainment	
2.	Animal Planet	2.00	1.60	Infotainment	
3.	TLC	2.00	1.60	Infotainment	
4.	Discovery Kids	3.50	2.80	Kids	
5.	Cartoon Network	4.75	3.80	Kids	
6.	Pogo	4.75	3.80	Kids	
7.	Eurosport	4.00	3.20	Sports	
8.	Investigation Discovery	1.00	0.80	General Entertainment	
9.	Discovery Science	1.00	0.80	Infotainment	
10.	Discovery Turbo	1.00	0.80	Infotainment	
11.	D Tamil	3.50	2.80	General Entertainment	
12.	CNN International	2.00	1.60	International News & Current Affairs (English)	

Sr. No.	Channel Name (High Definition)	Maximum Retail Price (MRP) of Channel (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	Genre	DPO to select the Channel (Yes/No)
1.	Discovery HD	8.00	6.40	Infotainment	
2.	Animal Planet HD	5.00	4.00	Infotainment	
3.	TLC HD	3.00	2.40	Infotainment	
4.	Cartoon Network HD+	6.00	4.80	Kids	
5.	Investigation Discovery HD	2.00	1.60	General Entertainment	
6.	Eurosport HD	6.00	4.80	Sports	

Note:

1. The MRP mentioned for the channels (s) offered on a-la-carte basis are per Subscriber per month.
2. The Broadcaster reserves its rights, subject to applicable regulations, to revise the maximum retail price of the Broadcaster's Channels payable per Subscriber per month mentioned herein above. Upon such revision the DPO agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the Commencement Date of such version.
3. "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box ("STB"), which is availing the Broadcaster's Channels.
4. MRP of the Broadcaster's Channels offered on a a-la-carte basis mentioned herein above are excluding taxes and levies imposed by local and /or the Central Government including but not limited to GST, etc. (as applicable).

DPO Rate / DPO List Price has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations.

B. Channels on Bouquets basis

The bouquets offered by Broadcaster are listed hereunder:

The DPO is desirous of availing the Channels on **Bouquet Basis** (indicate - **(✔/)**)

Assign (✔) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	**Bouquet Name***	**Constituent Channels**	**Bouquet MRP per subscriber per month (in Rs.)**	**Bouquet DPO Rate per subscriber per month (in Rs.)**
	1. WBD Life SD	Discovery Channel	14.00	11.20
		Animal Planet		
		TLC		
		Cartoon Network		
		Pogo		
		Discovery Kids		
		Eurosport		

Assign (✔) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	2. WBD Family SD	Discovery Channel	16.00	12.80
		Animal Planet		
		TLC		
		Cartoon Network		
		Pogo		
		Discovery Kids		
		Eurosport		
		Investigation Discovery		
		Discovery Science		
		Discovery Turbo		

Assign (✔) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	3. WBD Life India SD	Discovery Channel	16.00	12.80
		Animal Planet		
		TLC		
		Cartoon Network		
		Pogo		
		Discovery Kids		
		Eurosport		
		DTamil		

Assign (✔) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	4. WBD Family India SD	Discovery Channel	18.00	14.40
		Animal Planet		
		TLC		
		Cartoon Network		
		Pogo		
		Discovery Kids		
		Eurosport		
		Investigation Discovery		
		Discovery Science		
		DTamil		
		Discovery Turbo		

Assign (✔) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	5. WBD Life HD	Discovery HD	24.00	19.20
		Animal Planet HD		
		TLC HD		
		Cartoon Network HD+		
		Eurosport HD		
		Pogo		
		Discovery Kids		
		Cartoon Network		

Assign (✔) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet RTA per subscriber per month (in Rs.)
	6. WBD Family HD	Discovery HD	26.00	20.80
		Animal Planet HD		
		TLC HD		
		Cartoon Network HD+		
		Eurosport HD		
		Discovery Science		
		Discovery Turbo		
		Pogo		
		Cartoon Network		
		Discovery Kids		
		Investigation Discovery HD		

Assign (✔) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	7. WBD Life India HD	Discovery HD	26.00	20.80
		Animal Planet HD		
		TLC HD		
		Cartoon Network HD+		
		Eurosport HD		
		Pogo		
		Discovery Kids		
		DTamil		
		Cartoon Network		

Assign (✔) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	8. WBD Family India HD	Discovery HD	28.00	22.40
		Animal Planet HD		
		TLC HD		
		Cartoon Network HD+		
		Eurosport HD		
		Discovery Science		
		Discovery Turbo		
		Pogo		
		Cartoon Network		
		Discovery Kids		
		DTamil		
		Investigation Discovery HD		

Illustrations pertaining to calculation of the Monthly Subscription Fee of Subscribed A-la-carte Channels.

Illustration A:

If the DPO has opted for Discovery Channel and offers the same on A-la-carte basis to its Subscribers and the Monthly Average Subscriber Level for a particular month reported by the DPO is 10,000 subscribers for March, then the Monthly Subscription Fee payable by the DPO for that particular month for Discovery Channel will be calculated as below:

MRP of Discovery Channel	*INR 4.00*
Less: Distribution Margin (20% of MRP)=	*INR 0.80*
DPO List Price =	*INR 3.20*
Monthly Average Subscriber Level for Discovery Channel reported by DPO =	*10,000 subscribers*
Monthly Subscription Fee for Discovery Channel for that month =	*INR 32,000 (3.20 x 10,000)*

If the DPO is offering the Subscribed A-la-carte Channels to its Subscribers, in any Bouquet or Bouquets, then the monthly Subscription Fee for such Subscribed Channel(s), shall be equal to the DPO List Price of such Subscribed A-la-carte Channels multiplied by the Monthly Average Subscriber Level of each Bouquet or Bouquets in which such Subscribed Channel(s)have been placed.

Illustration B:

If the DPO has opted for Discovery Channel on A-la-carte basis and has placed Discovery Channel in package "X" of the DPO. The Monthly Average Subscriber Level for a particular month reported for package X by the DPO is 20,000 subscribers, then the monthly Subscription Fee payable by the DPO for that particular month for Discovery Channel will be calculated as

MRP of Discovery Channel	*INR 4.00*
Less: Distribution Margin (20% of MRP) =	*INR 0.80*
DPO List Price =	*INR 3.20*
Monthly Average Subscriber Level for Package X reported by DPO=	*20,000 subscribers*
Monthly Subscription Fee for Discovery Channel for that month =	*INR 64,000 (3.20 x 20,000)*

For Subscribed A-la-carte Channels & availed Incentive, refer to illustrations under Annexure F to understand the calculation of the Eligible Incentive Value.

ANNEXURE E
TERM AND TERRITORY

TERM

Term: Start Date:_____ End Date: _____

TERRITORY

Details of agreed areas for Distribution of Subscribed Channel(s)**by the DPO**

Specific Areas	Corresponding states/ union territories	Servicing Head-end Address

ANNEXURE F
INCENTIVE

To enhance access to diverse content comprised in the Channels, Broadcaster is offering Incentive as per applicable Law to the DPO as set out herein below. Broadcaster believes that by availing this Incentive, the DPOs will have the ability to pass on the benefit of this Incentive to the Subscribers and thus making access to Channels more affordable.

The DPO to indicate its intent to avail the Incentive, by mentioning (Yes/No): _____

LCN INCENTIVE SCHEME ON MRP OF SUBSCRIBED CHANNEL(S)

1. The Broadcaster is hereby offering the following incentives on the MRP of Channel(s) subject to fulfilment of all conditions set out herein below and parameters based on the LCN slabs within specified genre (as listed in **Table A** below), in which any of the Channel(s) are placed by the DPO, within the specific genre and language as contained in the EPG system and in the manner set out in this Annexure ("**LCN Incentive**").

2. The DPO is desirous of availing the LCN Incentive Scheme on MRP of subscribed Bouquet of Channels (indicate - **(✔/☐)** against each Slab below).

3. **Parameters for LCN Incentive:**

   All of the following parameters shall be fulfilled by the DPO to be eligible to avail the LCN Incentive under the Incentive Scheme as set out under this Annexure.

TABLE A
LCN INCENTIVE – SLABS OF LCN OF CHANNEL(S)

Pay Channel Name	Slab 1 ☐	Slab 2 ☐	Neighborhood*
Discovery Channel	Top 2 in Infotainment	Top 4 in Infotainment	The History Channel, NGC, Sony BBC Earth and channels of similar genre/sub-genre and language
Animal Planet	Top 5 in Infotainment	Top 7 in Infotainment	The History Channel, NGC, NGC Wild, Sony BBC Earth and channels of similar genre/sub-genre and language
TLC	Top 8 in Infotainment	Top 10 in Infotainment	Fox Life, Zee Zest, Travel XP and channels of similar genre/sub-genre and language

Discovery Kids	Top 5 in Kids	Top 6 in Kids	Nick, Disney Channel, Hungama, Disney Junior, Sony YaY, Sonic , and channels of similar genre/ sub-genre and language

Pay Channel Name	Slab 1 ☐	Slab 2 ☐	Neighborhood*
CNN International	Top 2 in International News & Current affairs (English)	Top 4 in International News & Current affairs (English)	BBC World News, Russia Today, Al Jazeera, Channel News Asia, France 24, TV5 Monde Asie, DW, Australia Plus, NHK World TV and channels of similar language and genre/ subgenre
Pogo	Top 3 in Kids	Top 5 in Kids	Nick, Disney Channel, Hungama, Disney Junior, Sony YaY, Sonic and channels of similar genre/ sub-genre and language
Cartoon Network	Top 5 in Kids	Top 6 in Kids	Nick, Disney Channel, Hungama, Sony YaY, Sonic, and channels of similar genre/ sub-genre and language
Cartoon Network HD+	Top 3 in HD Kids (Hindi)	Top 5 in HD Kids (Hindi)	Nick HD+, Baby TV HD and channels of similar language and genre/ sub-genre
Eurosport	Top 8 in Sports	Top 12 in Sports	Star Sports 1, Star Sports Select 1, Ten 1, Ten 3 and channels of similar genre / sub-genre and language
Investigation Discovery	Top 15 in Hindi GEC	Top 20 in Hindi GEC	Star Plus, Zee TV, Colors, Sony, Zee Anmol, Sony Pal, STAR Bharat, SAB TV and channels of similar genre/ sub-genre and language
Discovery Science	Top 8 in Infotainment	Top 10 in Infotainment	History TV18, NGC, NGC Wild, Sony BBC Earth and channels of similar genre/sub-genre and language
Discovery Turbo	Top 10 in Infotainment	Top 12 in Infotainment	Fox Life, FYI TV18, Living Foodz, Travel XP and channels of similar genre/sub-genre and language
D Tamil	Top 8 in GEC (Tamil)	Top 12 in GEC (Tamil)	Sun TV, STAR Vijay, Zee Tamil, Adithya TV, Polimer and channels of similar genre/sub-genre and language
Discovery HD	Top 2 in Infotainment	Top 4 in Infotainment	History TV18 HD, NGC HD, Sony BBC Earth HD and channels of similar genre/ sub-genre and language
Animal Planet HD	Top 5 in Infotainment	Top 7 in Infotainment	History TV18 HD, NGC HD, Sony BBC Earth HD, NGC Wild HD and channels of similar genre/ sub-genre and language

TLC HD	Top 8 in Infotainment	Top 10 in Infotainment	Fox Life HD, Travel Xp HD, Zee Zest HD and channels of similar genre/sub-genre and language
Eurosport HD	Top 8 in Sports	Top 12 in Sports	Star Sports HD 1, Star Sports Select HD1, Ten 1 HD,Ten 3 HD and channels of similar genre / sub-genre and language
Investigation Discovery HD	Top 15 in Hindi GEC	Top 20 in Hindi GEC	Star Plus, Zee TV, Colors, Sony, Zee Anmol, Sony Pal, STAR Bharat, SAB TV and channels of similar genre/ sub-genre and language

The DPO shall, at all times, place each Channel(s) within the respective Neighborhood of competing channels as listed in this Table A, and in no manner discriminate the Channel(s) against other channels of the same genre as listed.

TABLE B
LCN INCENTIVE

Particulars	Percentage Incentive	
	Slab 1	Slab 2
LCN Incentive on MRP of subscribed Channel(s) and Bouquet(s)*	8%	6%

This will also be applicable in the event that a DPO opts for a combination of one or more Bouquet(s) of Channels(s) along with any one or more of a-la-carte Channel(s).

Terms & Conditions:

a.) In the event that the DPO, during any day of the month, for any reason whatsoever, fails to place any Channel(s) in Slab 1, but places it in Slab 2, then the DPO shall be entitled to only receive the LCN Incentive applicable to Slab 2 (and not Slab 1).

b.) In the event that the DPO, for any reason whatsoever, fails to place any of the Channel(s) as per any of the defined Slabs in Table A above, during any day of the month and the DPO fails to restore the LCN position of the Channel(s) in the defined Slabs within a period of three (3) days

from the date of such displacement, then the DPO shall not be entitled to receive any LCN Incentive for the applicable month for that channel or Bouquet of that channel which was displaced.

LCN Report:

c.) Notwithstanding anything to the contrary contained in this Agreement, the DPO shall at all times maintain and furnish to the Broadcaster the LCN Report in the format set out herein ("**LCN Report**") along with each LCN Incentive invoice and Subscriber Report within the Subscriber Report Due Date in order to be entitled to receive payments under the Incentive Scheme.

d.) If the DPO fails to furnish the LCN Report in the prescribed format in any given month to the Broadcaster within the Subscriber Report Due Date, for any reason whatsoever, the DPO shall not in any manner be entitled or eligible for the LCN Incentive as set out herein.

e.) The DPO hereby acknowledges that in the event of any discrepancy found by the Broadcaster in the LCN Report, the Broadcaster reserves its right at its sole discretion to appoint a third-party agency / firm / consultant ("**Independent Firm**") to assess the veracity of the LCN Report. The Broadcaster will intimate the DPO in the event that it exercises its option to appoint the Independent Firm.

f.) In the event that the Independent Firm finds that the LCN position set out in the LCN Report with respect to Channel(s) is inaccurate or not achieved / fulfilled by the DPO as per the Incentive Scheme opted by the DPO, the Broadcaster will provide a period of three (3) calendar days from the date of intimation of findings of LCN Report ("**Cure Period**") to the DPO to cure the defect and fulfill the conditions with respect to LCN position of Channel(s) as per the LCN Incentive Scheme opted by the DPO. In the event that the DPO fails to restore the Channel(s) to the agreed LCN position within the Cure Period, the DPO shall not be entitled in any manner to any payments of LCN Incentive.

g.) The findings of the Independent Firm with respect to the LCN Report shall be binding on the DPO.

4. **Subscriber Records, Access and Audit:** The Broadcaster shall during the Audit referred to above in this Agreement, be entitled to access the records, SMS, CAS and related systems of the DPO in order to determine the correctness of the LCN Report referred to in this **Annexure**.

5. The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentive Scheme at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Scheme in the event, during the Term (i) the Broadcaster launches a New Channel, or (ii) in case of removal of a Channel, or (iii) in case of a converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by the Broadcaster and / or its current or future subsidiaries, and in such an event the Broadcaster shall have the right to withdraw and / or modify this Annexure and / or the Incentives set out herein in its sole discretion.

TABLE C
FORMAT OF LCN REPORT

Name of the Channel	Genre	1st Day of the month		7th day of the month		14th day of the month		21th day of the month		Last Calendar day of the month	
		LCN	Rank	LCN	Rank	LCN	Rank	LCN	Rank	LCN	Rank

Payment of LCN Incentive:
The DPO shall be entitled to LCN incentive on the MRP of the Channel as well as on its effective price in the Subscribed Bouquet(s) under **Table A of this Annexure**.

Illustration 1:

- *The DPO opts for WBD Life SD of the Broadcaster, which has 5,000 Average Broadcaster's subscriber base and A-la Carte Subs for Discovery, Animal Planet and TLC is 3000 each and Rest of the Channels is 2000*
- *The DPO has provided LCN of all Channels as applicable in Slab 1 except for Discovery Kids as applicable in Slab 2 and Eurosport is not qualified for the incentive as per Table A above.*
- *The LCN incentive on the* Subscribed Channel(s)*in that case will be calculated as below:*

Subscribed Channel(s)& *Bouquets*	*MRP (in Rs)*	*Channel Eligibility on LCN Incentive as per Table A*	*Overall Eligibility for LCN Incentive for the Bouquet*	*Slab Applicable*	*Total LCN Incentive per month*
Discovery Channel	*4*	*Slab 1*	*YES*	*Slab 1 (8%)*	*= (4 * 8% * 3000)+ (5000*4*(1-0.44)*8%) = Rs. 1865*
Animal Planet	*2*	*Slab 1*	*YES*	*Slab 1 (8%)*	*= (2 * 8% * 3000)+ (5000*2*(1-0.44)*8%) = Rs 928*
TLC	*2*	*Slab 1*	*YES*	*Slab 1 (8%)*	*= (2 * 8% * 3000)+ (5000*2*(1-0.44)*8%) = Rs 928*
Discovery Kids	*3.5*	*Slab 2*	*YES*	*Slab 2 (6%)*	*= (3.5 * 6% * 2000)+ (5000*3.5*(1-0.44)*6%) = Rs1008*
Cartoon Network	*4.75*	*Slab 1*	*YES*	*Slab 1 (8%)*	*= (4.75 * 8% * 2000)+ (5000*4.75*(1-0.44)*8%) = Rs 1824*
Pogo	*4.75*	*Slab 1*	*YES*	*Slab 1 (8%)*	*= (4.75 * 8% * 2000)+ (5000*4.75*(1-0.44)*8%) = Rs 1824*
Eurosport	*4.0*	*Not Qualified*	*Not Qualified*	*Not Qualified*	*NIL*

Note: 44% is the discount in WBD Life SD

PENETRATION INCENTIVE SCHEME ON MRP OF A-LA-CARTE CHANNEL(S)

1. The Broadcaster is hereby offering the incentives on the MRP of a-la-carte Channel(s) as set out herein under subject to fulfilment of all conditions set out hereinbelow and upon achievement of penetration percentage with respect to Channel(s) in the Target Market as specified herein. ("**Penetration Incentive**")**.**

2. The DPO is desirous of availing the Penetration Incentive Scheme on MRP of subscribed Bouquet of Channels (indicate - **(✔/□)**): □

TABLE D
ELIGIBILITY CRITERIA FOR PENETRATION INCENTIVE

Channel Name	Penetration in active universe	Target Market
Discovery Channel	Equal or above 70% in SD Universe	All India
Animal Planet	Equal or above 70% in SD Universe	All India
TLC	Equal or above 70% in SD Universe	All India
Discovery Kids	Equal or above 70% in SD Universe	All India
Pogo	Equal or above 70% in SD Universe	All India
Cartoon Network	Equal or above 70% in SD Universe	All India
CNN International	Equal or above 20% in SD Universe	All India
Eurosport	Equal or above 50% in SD Universe	All India
Discovery Science	Equal or above 50% in SD Universe	All India
Discovery Turbo	Equal or above 50% in SD Universe	All India
Investigation Discovery	Equal or above 50% in SD Universe	All India
D Tamil	Equal or above 70% in SD Universe	Tamil Nadu and Pondicherry
Discovery HD	Equal or above 50% in HD Universe	All India
Animal Planet HD	Equal or above 50% in HD Universe	All India
TLC HD	Equal or above 50% in HD Universe	All India
Cartoon Network HD+	Equal or above 50% in HD Universe	All India
Investigation Discovery HD	Equal or above 50% in HD Universe	All India
Eurosport HD	Equal or above 50% in HD Universe	All India

TABLE - E
PENETRATION INCENTIVE

Particulars	Percentage Incentive

Penetration Incentive on MRP of Channel(s) and Bouquet(s)*	7%

This will also be applicable in the event that an DPO opts for a combination of one or more Bouquet(s) of

Channels(s) along with any one or more of a-la-carte Channel(s).

TERMS & CONDITIONS

1. The computation of the Penetration Incentive shall be at all times based on the Subscribers Report. The DPO shall not in any manner be eligible to payment of Penetration Incentive in a given month in the event that it fails to furnish the Subscriber Report to the Broadcaster within the Subscriber Report Due Date.
2. It is hereby clarified that the Penetration Incentive is being offered in respect of MRP of a-la-carte channels as wells channel's effective price in the bouquet . While ascertaining the monthly average active subscriber base for a particular Channel/Bouquet for computation of Penetration Incentive, the total number of monthly active subscribers for such Channel/Bouquet will be considered.
3. The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentive Scheme at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Scheme in the event, during the Term, (i) the Broadcaster launches a New Channel, or (ii) in case of removal of a Channel, or (iii) in case of a converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by the Broadcaster and /or its current or future subsidiaries, and in such an event the Broadcaster shall have the right to withdraw and/ or modify this Annexure and/or the Incentives set out herein in its sole discretion.

Illustration 1:

The DPO's subscriber base in the target market (as set out in Table D above) is 10,000.
Of these 10,000 subscribers:

- *6500 opted for WBD Life SD;*
- *700 opted for Discovery Channel on a-la-carte basis;*
- *500 opted for Animal Planet on a-la-carte basis;*
- *600 for TLC on a-la-carte basis;*
- *900 for Discovery Kids on a-la-carte basis.*

In such an event, the eligibility of the DPO's to avail Penetration Incentive on each of the Channels subscribed on a-la-carte basis will be calculated as below:

A	***B***	***C***	***D***	***E***	***F***
Channel Name	***DPO's active subscriber base in WBD Life SD***	***DPO's active subscriber base in A-la-carte***	***Total Active Subscriber Base for the Channel (B+C)***	***Penetration in Target Market***	***Eligibility for Penetration Incentive***
Discovery Channel	*6500*	*700*	*7200*	*72%*	YES
Animal Planet	*6500*	*500*	*7000*	*70%*	YES
TLC	*6500*	*600*	*7100*	*71%*	YES
Discovery Kids	*6500*	*900*	*7400*	*74%*	YES
Cartoon Network	*6500*	*NIL*	*6500*	*65%*	NO

Pogo	*6500*	*NIL*	*6500*	*65%*	NO

Eurosport	*6500*	*NIL*	*6500*	*65%*	YES

Penetration Incentive in this case will be calculated as:

Channel Name	***A-la-carte MRP (in Rs.)***	***Penetration Incentive %***	***Penetration Incentive Value (in Rs)***
Discovery Channel	*4*	*7%*	*=(4*7%*700)+((4*(1-0.44))*6500*7%)* *=Rs 1215.2*
Animal Planet	*2*	*7%*	*=(2*7%*500)+((2*(1-0.44))*6500*7%)* *=Rs 579.6*
TLC	*2*	*7%*	*=(2*7%*600)+((2*(1-0.44))*6500*7%)* *=Rs 593.6*
Discovery Kids	*3.5*	*7%*	*=(3.5*7%*900)+((3.5*(1-0.44))*6500*7%)* *=Rs 1112.3*
Cartoon Network	*4.75*	*7%*	*NIL*
Pogo	*4.75*	*7%*	*NIL*
Eurosport	*4.0*	*7%*	*=((4.0*(1-0.44))*6500*7%)* *=Rs 1019.2*

Note: 44% is the discount in WBD Life SD

<u>By mentioning yes, the DPO represents and agrees that:</u>

1. The DPO has gone through the Incentive offered by Broadcaster in its entirety and in true spirit and is desirous of availing the Incentives under this Agreement.
2. The DPO shall be eligible for the opted Incentive by complying with the respective Incentive qualifying parameters and by providing Qualifying Reports in the formats set out.
3. On such compliance, the DPO shall share the Qualifying for calculation of the applicable Incentive. Basis the calculations provided by Broadcaster to DPO and subject to eligibility, Broadcaster shall intimate (emails permitted) the DPO of the entitled incentive value (Eligible Incentive Value) upon receipt of Qualifying Report. On receipt of the same, DPO shall raise duly signed invoices (preferably digitally signed) in accordance with GST Laws towards the Eligible Incentive Value on Broadcaster within 3 days from date of receipt of said intimation from Broadcaster. The DPO's invoice towards such Eligible Incentive Value shall refer to the GSTIN of Broadcaster included in the Broadcaster's invoice towards Subscription Fee.
4. The amount payable as per the invoice raised by DPO in accordance with GST Laws towards Eligible Incentive Value (subject to applicable withholding tax/TDS and other deduction as per applicable Laws) shall be adjusted against the outstanding Subscription Fees payable by the DPO to

Broadcaster, or where there is no outstanding Subscription Fees, such Eligible Incentive Value shall reflect as a credit balance, provided all the conditions listed under this Annexure F with respect to availing Incentive are met. The Parties agree that such adjustment will be construed as payment of respective fees, as applicable

5. The Eligible Incentive Value payable by Broadcaster in respect of Incentive shall be exclusive of GST, cess, charges, levies, duties, or similar taxes, as applicable, unless the DPO has opted for the composition scheme in which case the Eligible Incentive Value will be inclusive of GST.
6. In due compliance of its obligations, DPO shall remit the GST so charged (if any) from Broadcaster, subject to a valid invoice / debit note, to the appropriate Government Authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables Broadcaster to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on Broadcaster) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to Broadcaster under its appropriate GST registration under applicable laws for non-payment of taxes charged to Broadcaster or on account of any non-compliance (including but not limited to non-filing of information, non- filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTN platform), then the DPO shall rectify the said non-compliances/errors to ensure that Broadcaster gets the credit in the subsequent month. In the event, the non- compliance/ error is not rectified by the DPO as above, then Broadcaster shall have the right to set off such shortfall against the subsequent payments of the Eligible Incentive Value to the DPO or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the DPO. If the DPO is blacklisted or its compliance rating falls below the prescribed limit, tax charged by the DPO in the invoice would be paid by Broadcaster only after the credit is reflected on GSTN platform.
7. Eligible Incentive Value to be paid by Broadcaster shall be subject to deductions as prescribed under any applicable law including but not limited to GST and Income Tax Act, 1961.
8. If BROADCASTER has already paid the Eligible Incentive Value and there is a decrease in the same, then DPO will issue to Broadcaster a credit note for the differential amount. The credit note should be issued in accordance with applicable Laws.
9. If there is an increase in Eligible Incentive Value due to provision of additional [services/goods], then the DPO will issue to Broadcaster a debit note for the differential amount. The debit note should be issued in accordance with applicable Laws.
10. All invoices, credit notes and debit notes issued by the DPO must set out the various taxes that are charged including but not limited to the GST and must be issued in accordance with the applicable Laws and should be sent to Broadcaster within [7(seven)] days of issuance. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note, then BROADCASTER will not be required to pay any such taxes and such taxes will be borne by the DPO.
11. The DPO shall nominate a person who will be single point of contact for Broadcaster for all communication regarding any discrepancy on GSTN reporting by DPO.
12. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under the SLA, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.
13. As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.
14. The DPO shall not be entitled for any Incentive(s) in the event-
    i. The DPO fails to comply with any of the terms and conditions of the Agreement and/or

ii. The DPO fails to meet any of the Incentive qualifying parameters and/or fails to submit the Qualifying Reports in the prescribed format in on or before the Qualifying Report Deadline and/or
iii. There is a discrepancy between the Subscriber Reports and Qualifying Report submitted by DPO.

With reference to availing Incentive by the DPO, Broadcaster shall have the right to Audit the Addressable Systems, CAS, SMS and other related systems of the DPO by an auditor duly authorized by BROADCASTER or Empaneled Auditor to verify the DPO's compliance of its obligations, declarations, representations and warranties under the **Annexure F** including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by the DPO to Broadcaster for availing such Incentive hereunder. If during the Audit it is revealed that the DPO has misrepresented any information contained in the Qualifying Report or any item having a bearing on the computation of the opted Incentive and/ or the monthly Subscription Fee payable by the DPO, without prejudice to Broadcaster's rights under this Agreement and applicable Laws, Broadcaster shall be entitled to revoke the Incentive availed by the DPO and/or if Broadcaster has already paid the Eligible Incentive Value, then the DPO shall be liable to issue a credit note in accordance with applicable GST Laws to Broadcaster of the Eligible Incentive Value already paid by Broadcaster.

Active Platform Subscriber Base shall mean the subscribers who have subscribed to broadcasting services from the DPO.
Active Platform SD Subscriber Base shall mean the Active Platform Subscriber Base who have subscribed for only SD Channels from the DPO.
Active Platform HD Subscriber Base shall mean the Active Platform Subscriber Base who have subscribed for one or more HD channels from the DPO.
Qualifying Report shall mean the reports to be provided by the DPO in the format set out in Qualifying Reports Section, on or before the Qualifying Report Deadline.
Qualifying Report Deadline shall mean seventh (7th) day from the end of each calendar month, on or before which, the DPO has to provide the Qualifying Report to Broadcaster.
Note: For the purpose of calculation of Active Platform Subscriber Base, Active Platform SD Subscriber Base Active Platform HD Subscriber Base and Penetration percentage (%) for a particular month the average subscriber numbers of 7th, 14th, 21st, & 28th of that particular month will be considered.

TABLE F
QUALIFYING REPORTS

Distribution Incentive Report:

Table 1: DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

No.	State	Subscriber Base	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Monthly Average Active Subscribers
	(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4

1	State 1	Active Platform SD Subscriber Base					
2	State 1	Active Platform HD Subscriber Base					

Table 2: DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

In case any of the Subscribed Bouquets or Subscribed A-la-Carte channels are made available in multiple DPO packages, separate line item will be required for each DPO package.

For all Subscribed Bouquets the DPO shall provide the channel level reports in the same format as detailed below:

State	**Bouquet Code**	**Bouquet Name**	**Subs Count as on 7th**	**Subs Count as on 14th**	**Subs Count as on 21st**	**Subs Count as on 28th**	**Month & Year**

For all Subscribed A-la-carte Channels the DPO shall provide the channel level reports in the same format as detailed below:

State	**ALC Code**	**A-l-a-carte Channel Name**	**Subs Count as on 7th**	**Subs Count as on 14th**	**Subs Count as on 21st**	**Subs Count as on 28th**	**Month & Year**

ANNEXURE G

EQUIPMENT DETAILS

I. Registration No. (under the Cable Television Networks (Regulation) Act, 1995, DTH Guidelines, HITS Guidelines, IPTV Guidelines, as amended, as applicable)– _____

II. Address in the Registration Certificate -

III. Details of Head-end, Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by DPO

IV. Installation Address(es) of CAS and SMS server

Details of CAS & SMS deployed by the DPO								
	CAS				**SMS**			
Sl. No.	**Make & version**	**Network ID**	**CAS ID**	**CAS Server installation address**	**Make**	**Version**	**Network ID**	**SMS Server installation address**
1								
2								
3								
4								
5								

V. Viewing Card and & IRD Details (DPO to declare the entire list and attach extra sheet if required):

Channel	**IRD/PIRD/CAM No.**	**Viewing Card No.**	**IRD/PIRD placed Headend Details**	
			Name of the Headend	**Address of the Headend**

VI. **List of LCO (applicable if DPO is an MSO):** (DPO to declare the entire list and attach extra sheet if required)

ANNEXURE H
TAX CLAUSES

Sr. No	Clause	Clause description
1	Definition	'The term 'GST Act' shall include Central Goods and Service Tax Act, 2017 (CGST), respective State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST), Rules and any other GST related legislation in India.
2	Definition	'For the purpose of this agreement, the term 'GST' shall include all taxes levied under Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable.
3	Vendor registration	For the purpose of this agreement, the DPO should: 1. Furnish a valid PAN No.; 2. Furnish a valid Goods and Services Tax Registration Certificate No. 3. Intimate all GST registration number to Broadcaster, where DPO holds multiple GST numbers
4	Composition scheme	Where the DPO is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of purchase order. DPO shall not levy or impose taxes under GST on invoices and specifically mention there that he is covered under Composition scheme. Incentive payable to the DPO as agreed upon shall be deemed inclusive of all taxes.
5	Compliance	It is the responsibility of the DPO to ensure that correct information is declared on the invoice and outward supply return (GSTR-1) is filed correctly to GST portal within the timelines as prescribed under GST Act. In case of mismatch because of DPO's fault, prompt amendments must be made by the DPO else DPO shall be required to indemnify Broadcaster of the loss of credit due to mismatch. The compliances to be adhered by DPO includes (but is not limited to) the following: (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time; (ii) Issuing GST compliant invoice / CN/ DN. PO issued by Broadcaster should be referred by DPO for capturing information on the invoice; (iii) Acceptance of changes made by Broadcaster on GSTN on account of non-upload or incorrect upload of details on GSTN by DPO on merit basis. Such changes w.r.t. the mismatch are required to be accepted by DPO within the

Sr. No	Clause	Clause description
		time limit prescribed under the GST law. It must be noted that in case DPO does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the DPO along with interest, as applicable. Broadcaster reserves the right to be indemnified for the credit loss by DPO in case Broadcaster is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the DPO. Further in case any credit is not received or short received, then such equivalent amount is not liable to be paid by Broadcaster. Where, however the amount has already been paid by Broadcaster, Broadcaster shall be entitled to recover the same from DPO or adjust the same against subsequent payments.
6	Indemnity clause	It is hereby agreed between both the parties that in case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by Broadcaster or input tax credit is denied to Broadcaster due to failure of the DPO to comply with the relevant GST laws/ regulations as applicable, DPO undertakes to indemnify Broadcaster for an amount equal to such amount payable by Broadcaster.
7	Tax deducted at source	Nothing contained herein in the agreement shall prevent Broadcaster from deducting tax at source if required under GST Act and GST regulations, any law or any regulation for the time being in force.
8	Reverse charge liability – Domestic procurement	Wherever reverse charge is applicable on supplies made by DPO, DPO shall be liable to mention amount subject to reverse charge specifically on the invoice
9	Reverse charge liability – Unregistered Supplier	It is specifically agreed between the parties that where the DPO is not registered under GST Act, it shall be DPO's responsibility to specifically intimate such unregistered status to Broadcaster and thereafter it shall be the responsibility of Broadcaster to discharge liability under reverse charge mechanism. It is further agreed that unregistered DPO shall not charge tax on invoice.

10	GST invoice	It shall be the responsibility of DPO to raise appropriate tax invoice as per the provisions of GST Act. Broadcaster reserves the right to be indemnified for the credit loss in case Broadcaster is unable to claim the input tax credit for any non-compliance / default in raising appropriate invoice by DPO. Further all invoices should be sent to Broadcaster promptly and in no case beyond 10 days of Invoice date. Further the DPO is required to comply following requirements w.r.t. issuance of invoice: • All the details of DPO (name, address, GSTIN/ unregistered DPO, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice; • Invoice/DN/CN need to be issued timely within the time prescribed under GST

Sr. No	Clause	Clause description
		law; • In case of any deficient supply, Broadcaster shall convey the same in a reasonable time to enable the DPO to issue credit note and take tax adjustment; • It would be the responsibility of the DPO to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to Broadcaster on account of default by the DPO, the same would be recovered by Broadcaster from the DPO; • Registered location of the both the parties i.e. Broadcaster and DPO should be mentioned in the agreement/PO with GSTIN No. Further, DPO should raise invoices at the registered premise of Broadcaster for availing credit and ensure that the place of supply as per GST law is same as registered premises; • E-waybill number should be mentioned on the invoices, if applicable

13	Debit / Credit note	The DPO acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to Broadcaster within the prescribed time. All debit notes should be received well in advance so as to enable Broadcaster to claim proper credit. All debit note/ credit note with GST should mandatorily have the reference of original invoice on it. Further it shall be the responsibility of DPO to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier. Broadcaster reserves the right to be indemnified by DPO for the credit loss in case Broadcaster is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the DPO
11	Payment terms	Broadcaster reserves the right to make payment to DPO only after the invoice is uploaded by DPO in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to Broadcaster. Further it is agreed that for claiming the payment the following documents are to be submitted by the DPO to the paying state along with appropriate invoice: 1. Invoice along with e-way bills; 2. Delivery challans; 3. Consignee Receipt (L.R); 4. Any other document as may be demanded by Broadcaster

Sr. No	**Clause**	**Clause description**
12	Payment terms	DPO hereby agrees that it will be solely responsible for performing all compliances and making timely payments to the Government for GST, cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under GST laws/ regulations applicable

13	Purchase order	It is understood between the parties that DPO shall raise invoice basis purchase order issued by Broadcaster. In case of any deviation or disagreement by DPO on place of supply, billing location, HSN code/ SAC code as stated on PO, it shall be the responsibility of DPO to intimate Broadcaster well in advance. Further, in case DPO raises the invoice on an address other than agreed, it shall be the responsibility of the DPO to modify the invoice.
14	Place of supply	For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by Broadcaster. It shall be the responsibility of DPO to intimate Broadcaster well in advance in case of deviation / disagreement with the place of supply as determined in PO.
15	Deficient Supply/ Incomplete supply/ Rejected supply	Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supply, it shall be the responsibility of DPO to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the DPO fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the DPO.
16	Price revision	The DPO acknowledges and agrees that in case of any price revision with respect to goods supplied prior to GST, the DPO should issue the following documents to Broadcaster: a. Price revised upwards– Supplementary invoice/ debit note shall be issued in accordance with the GST Act; b. Price revised downwards– Supplementary invoice/ credit note shall be issued in accordance with the GST Act.
17	Advance payment	Where in terms of the agreement, Broadcaster pays advance amount to DPO for supply of goods/ services, it shall be the responsibility of DPO to issue GST compliant receipt voucher or such other document as may be prescribed to Broadcaster if such advance includes GST. Further DPO would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised subsequently.
18	Discount clause	In cases where DPO is providing discount to Broadcaster for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between DPO and Broadcaster: 1. Situations in which discount would be allowed by DPO to Broadcaster (e.g. Value-based/ quantity-based discounts) 2. Basis and manner in which discount would be computed and allowed to Broadcaster 3. Deduction of such discount from the value of supply as per provision of GST

Sr. No	Clause	Clause description

		Act
19	Compliance rating	DPO shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. DPO shall be required to submit a self-declaration and when requested by Broadcaster, that they are not blacklisted on the GST portal. Notwithstanding anything contained in agreement, in the event of blacklisting of DPO i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to DPO only on receipt of input tax credit by Broadcaster
20	E-way bill	It shall be the responsibility of DPO to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. DPO would indemnify Broadcaster in case of any non-compliance or default or due to lack of diligence on the part of the DPO to comply with the e-waybill requirement
21	Penalty	It is agreed by DPO that in case of any deviation, default or negligence on the part of DPO due to which Broadcaster is liable to pay penalty, the same shall be recovered by Broadcaster from DPO along with applicable GST tax (as may be applicable)
22	Liquidated Damages	GST (if applicable) on account of liquidated damages (where applicable in terms of Existing Agreement) would be borne by DPO.
23	Miscellaneous	i) DPO agrees to share the monthly information upon request by Broadcaster which would be uploaded by the DPO in its GSTR -1 along with the information of input credit to be claimed by Broadcaster in such month; ii) It shall be the responsibility of DPO to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th June following the end of relevant financial year

ANNEXURE I

SCOPE OF AUDIT

THE SCOPE OF AUDIT SHALL INCLUDE THE ACCESS TO ALL THE FOLLOWING: Head End Audit

- The DPO should provide Complete Network Diagram of its Head End for Audit and Auditing Purpose.
- The DPO to submit & confirm the no. of MUXs (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of Head End and analysis of TS stream from the MUX.
- All TS from MUX should be encrypted for.
- The DPO to ensure that its Network Watermark logo is inserted on all pay channels at encoder end only.

CAS Audit

The DPO to provide all below information correctly;

- Make & version of CAS installed at Head End.
- CA system certificate to be provided by the DPO.
- CAS version installed should not have any history of hacking, certificate from CAS vendor required.
- CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.
- CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/OSD.
- CAS should be able to generate active/deactivate report channel wise/package wise.
- STB's & cards to be uniquely paired from the DPO before distributing box down the line /LCO.
- All LCO's should be paired with unique system ID.
- The DPO to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to Authorized Representative by means of a fresh undertaking.
- Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by the DPO. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- The DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Package/product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.

SMS Audit

- All product authorization must be from SMS only.
- SMS and CAS should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
  - o Unique Customer Id
  - o Subscription Contract number
  - o Name of the subscriber
  - o Billing Address
  - o Installation Address
  - o Landline telephone number
  - o Mobile number

o Email address
o Service/Package subscribed to
o Unique STB Number
o Unique VC Number

- SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

- Location of each and every set top box VC unit.

- The SMS should be capable of giving the reporting at any desired time about:
  o The total number subscribers authorized
  o The total number of subscribers on the network
  o The total number of subscribers subscribing to a particular service at any particular date.
  o The details of channels opted by subscriber on a-la-carte basis.
  o The package wise details of the channels in the package.
  o The package wise subscriber numbers.
  o The ageing of the subscriber on the particular channel or package
  o The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit:
   (i) Review Complete Network Diagram
   (ii) Undertaking from the DPO for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
   (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also, confirmation with respect to history of hacking.
   (iv) Check the number of MUXs installed with active TS outputs. Also, whether all TS from MUX are encrypted.
   (v) Review whether Live diagram / fiber details of network are captured in SMS system
   (vi) To check if DPO specific coding / ID is available for Finger Printing.
   (vii) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
   (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
   (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
   - Unique Subscriber ID
   - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
   - Hardware details

   (x) Review the subscribers activation/ de-activation history in the SMS system
   (xi) Validate if the SMS is integrated with the Conditional Access (“CA”) system.
   (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
   (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
   (xiv) Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.

(xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
(xvi) Validate if the LCO is attached to a Subscriber
(xvii) Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels.
(xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Authorized Representative.
(xix) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
(xx) Review of the following reports are supported by SMS & CA System:

- Total no of Subscribers – active & de-active separately De-active subscribers with ageing Channel wise Subscribers – total Channel wise Subscribers – split by package Package / channel details
- Subscriber/Revenue Reports by State/City
- No of packages/services offered
- List of channels
- Channels along with Rate Card Options offered with details of active Subscribers Historical data reports
- Free / demo Subscribers details
- Exception cases – active only in SMS or CA system

STB Audit

- All STB should be individually paired in advance with unique smart card at central warehouse of the DPO before handing over to the subscriber
- the DPO to provide details of manufacturers of STBs being used / to be used by it (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- the DPO should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by the DPO should be certified and diploma by their CAS vendor.
- Forensic watermarking to be implemented on the DPO Head End & STBs.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- All the STBs should have embedded Conditional Access.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head End.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

- The STB outputs should have the following copy protections
    1. (i) Macro vision 7 or better on Composite video output.
    2. (ii) Macro vision 7 or better on the Component Video output.

3. (iii) HDCP copy protection on the HDMI & DVI output.

4. (iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

- Types of boxes launched / to be launched:
  o Vanilla STB
  o DVRSTB
  o Others (please specify)

- Please furnish STB details as following:
  o Open Standards or Proprietary?
  o Audio Video and Data I/O Configuration?
  o Local Storage?
  o Smart Card?
  o PVR Functionality?
  o Tamper Resistance?
  o Copy Protection? Please provide the details.
  o Interface to Other Devices?
- Are the STB's interoperable?
- DVR / PVR STB should be compliance of following;
  o Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
  o Recorded content should be encrypted & not play on any other devices.
  o Content should get record along with entitlements and play out only if current entitlement of that channel is active.
  o User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.

Distribution Network Audit

The DPO should provide below information in detail;

- Fiber network and PIT information on Geo Map.
- Service area to be defined.
- Details of LCO connected.
- DAS area to be defined.

Commercial Audit

1. Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.
2. Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
   - Customer acquisition
   - Provisioning of the subscriber in authentication, billing and SMS system
   - Scheme / package change request process
   - Customer Retention process, if any
   - Deactivation and churn process
3. Understand/ Verify the various schemes / packages being offered to customers
   - Obtain details of all approved schemes / packages and add on which are being offered to customers
   - Interactions with the DPO's marketing and sales team on how the various channels are being marketed

    - Any special marketing schemes or promotions
    - Details of the consumers subscribing to the various schemes/ packages, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):

- Generation of reports for subscriber declaration for channels / bouquets
- Any reconciliations / checks /adjustments carried out before sending the declarations
- Analyze declaration reports on a sample basis:
- Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
- Analyze the computation of average subscribers
- Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

5. Analysis of the following : -

- Input and change controls of customer data into SMS
- SMS user access controls – authentication, authorization and logging
- Analyze system logs to identify any significant changes or trail of changes made
- Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
- Review the system logic for the reports which are inputs to Broadcaster declarations
- Channel allocation/fixation to a particular LCN/CDN
- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
- Sample of activation and deactivation request logs
- Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
- Confirmation of the numbers on the middle of the month on any random chosen dates (report to be taken in front of the auditors/ rep)
- Live Demo of the queries being put in to the system to generate different reports.
- Similarly, list of head-ends of the DPO providing services to DAS areas and for such head-ends
- In case of multiple CAS being used by the DPO, to understand synchronization between multiple CAS and SMS

REFERENCE INTERCONNECT OFFER OF EENADU TELEVISION PRIVATE LIMITED
Pursuant to clause 7(1) of Chapter III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated 3rd March 2017

This Reference Interconnect Offer ("**RIO**") is being published by Eenadu Television Private Limited ("**Broadcaster**"), specifying the technical and commercial terms and conditions for retransmission of Broadcaster's channels through digital distribution platforms, in compliance with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, as amended, ("hereinafter collectively referred to as **TRAI Regulations**"). Distribution Platform Operators ("**DPOs**") desirous of re-transmitting signals of the channels distributed by Broadcaster, ("**Channels**") may seek interconnection for the Channel(s) on the basis of this RIO. This RIO shall be effective 01st February 2024.

Every DPO desirous of availing signals of the Channel(s) for retransmitting the same through such DPO's digital distribution platform shall not be in default of payment to Broadcaster, in terms of Clause 3(2) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended, and such DPO shall make a written request to the concerned person from amongst the following persons designated by Broadcaster, *(for the applicable digital distribution platform in the applicable region)*by submitting the duly filled in application form which is available at www.etv.co.in. While submitting the application form, the requesting DPO shall also submit documentary evidence/technical compliance report showing that such DPO's digital distribution platform meets the requirements specified Section 4A read along with the Schedule III and /or Schedule X (*as the case may be*) and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended and **Annexure H** of the Interconnection Agreement which is attached herewith.

(i) For Digital Addressable Cable Television Networks:

Sr. No.	Designated Person	Complete Address	Contact Number	Email
1	Ch. Chowdary Musunuru (General Manager)	SP3 Building, Ramoji Film City, Anazpur Village, Hyderabad, Ranga Reddy District – 501 512, Telangana	08415-246555 Extn: 8719	chowdary.ch@etv.co.in

Note: If a DPO is an MSO and/or HITS operator and/or a DTH operator and/or an IPTV operator, then it shall execute separate interconnection agreement for each type of its digital distribution platform for availing signals of the Channel(s).

Upon receipt of the duly filled in application form from the DPO and/or before providing signals of the Channel(s) to the DPO, if Broadcaster is of the opinion that the digital distribution platform of such DPO does not meet the requirements specified in Section 4(A) read with Schedule III and /or Schedule X (*as the case may be*) and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended and **Annexure H** of the Interconnection Agreement, then Broadcaster, may cause an audit of the DPO's digital distribution platform by M/s Broadcast Engineering Consultants India Limited ("**BECIL**")and/or by any other of the auditors empaneled by TRAI, for conducting such audit and provide copy of the report prepared by BECIL / the applicable empaneled auditor to the DPO.

Pursuant to satisfactory completion of the aforementioned requirements Broadcaster and the concerned DPO shall enter into the Interconnection Agreement annexed herewith to enable the DPO to avail and retransmit signals of the Channel(s). The Interconnection Agreement attached, once fully executed by and between the DPO and Broadcaster shall supersede any prior written understandings /arrangements/agreements between Broadcaster and the concerned DPO regarding retransmission of signals of the Channel(s) through the DPO's Permitted Digital Distribution Platform *(as defined in the Interconnection Agreement)* in the Territory *(as defined in the Interconnection Agreement)*.

If DPO intends to use website copy of RIO based Interconnection Agreement, then DPO must ensure that it signs and sends the then prevalent RIO base Interconnection Agreement to Broadcaster along with relevant information and documents. It is hereby clarified that if any old/earlier version of signed Interconnection Agreement is received by Broadcaster after a new/modified version of RIO based Interconnection Agreement has been uploaded by Broadcaster on the website then such signed Interconnection Agreement received from the DPO shall not be considered by Broadcaster.

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_____ _____
For Eenadu Television Private Limited For Affiliate

INTERCONNECTION AGREEMENT
FOR BROADCASTER OFFICE USE ONLY Agreement No: SA_____ Customer Reference No: _____

This Agreement is executed on this _____ day of _____, 20___, by and between:

Eenadu Television Private Limited, a company incorporated under the Companies Act, 1956, having its registered office and communication address at SP3 Building, Ramoji Film City, Anajpur Village, Hyderabad, Ranga Reddy District – 501 512, Telangana State *(hereinafter referred to as "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns)*,

AND

DPO:

DPO's Status: ☐ Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ Other

Registered Address:

District: ; State:

Correspondence Address:

District: ; State:

Contact Person: Tel. No.:

Email id:

Name of Authorized Signatory (Mr./Ms.):

Status of Registrations/Licenses: As per Table 1 below.

_____ _____

For Eenadu Television Private Limited For Affiliate

Table 1					
Status of Registrations / Licenses of the Permitted Digital Distribution Platform	Name of Registrant / License holder	License / Registration No.	Registered area of operation, as per Registration/License *(if applicable)*	Validity	
				From	To
DACS License*(if applicable)*					
HITS License*(if applicable)*					
DTH License*(if applicable)*					
Wireless Operational License *(if applicable)*					
IPTV License*(if applicable)*					
Any Other Applicable License *(please specify in the space below)* • •					
Permanent Account Number (PAN)				NA	NA
Tax Deduction and Collection Account Number(TAN)					
Entertainment Tax Registration					
Goods and Service Tax No. (GST No.)					

*[hereinafter referred to as "**Affiliate**", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in case of a sole proprietorship; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in case of a partnership firm; the successors and permitted assigns in case of a company; and karta and coparcenors in case of a Hindu Undivided Family ("**HUF**")].*

RECITAL:

(A) Broadcaster is the owner and is *having relevant* uplinking *and/or downlinking permission from the MIB*, to distribute signals of the Channels in India.

(B) Affiliate is a DPO authorized to retransmit signals of satellite television channels through its Permitted Digital Distribution Platform in the Territory.

(C) Affiliate is desirous to subscribe the Subscribed Channels for further retransmission through its applicable Permitted Digital Distribution Platform in the Territory and in this regard has approached Broadcaster.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** In this Agreement, unless the context requires otherwise, the following defined terms shall have such respective meaning as have been assigned to them herein below. Additionally, there are other defined terms in the body of the Agreement and the Annexures attached to this Agreement which shall have such respective meaning as have been assigned to them therein.

(a) "**Active Subscriber**" shall mean a Subscriber who has been authorized to receive channel(s) available on Affiliate's Permitted Digital Distribution Platform *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)*, as per the SMS of Affiliate's Permitted Digital Distribution Platform and whose set top box has not been denied signals.

(b) "**Affiliate's Active Subscriber Base**" shall mean the total number of Active Subscribers.

(c) "**Affiliate's STB**" shall mean Affiliate provided and/or Affiliate authorized set top box *(embedded with CAS microchip)* installed in the premises of an Active Subscriber that allows such Active Subscriber to receive channel(s) in an unencrypted and descrambled manner through Affiliate's Permitted Digital Distribution Platform *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)*.

(d) "**Applicable Laws**" shall mean all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any local and national laws, treaties, voluntary industry standards (if any) rules, directives, regulations, guidelines, and code of conduct of the MIB, TRAI, Ministry of Communications and Information Technology (MCIT), Department of Telecommunications under MCIT in India (DOT), Department of Electronics and Information Technology (DEITY) that have come into effect, those applicable to any tax, consumer and/or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the

environment. For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by applicable laws, including, without limitation, the TRAI and the MIB.

(e) "**Agreement**" shall mean this Interconnection Agreement, including the Annexures attached to this Agreement.

(f) "**Broadcaster"** means an entity that, after having obtained, in its name, uplinking and downlinking permissions, as may be applicable for its channels, from the Central Government, provides programming services, and Eenadu Television Private Limited for the purpose of their agreement

(g) "**Average Active Subscriber Base of Package**", with respect to each Package, shall mean the average number of Active Subscribers subscribing to such Package, as shall be ascertained by Subscriber Report submitted by Affiliate in the manner specified in **Annexure I** attached to this Agreement.

(h) "**Average Broadcaster's Subscriber Base**" shall mean the average number of Broadcaster's Subscribers arrived at by averaging Broadcaster's Subscriber count in the Subscriber Report submitted by Affiliate in the manner specified in **Annexure I** attached to this Agreement.

(i) "**A-La-Carte RTA**", shall mean the applicable a-la-carte rate to Affiliate for each Channel, as is mentioned in **Annexure D** attached to this Agreement, which has been arrived at after deducting distribution margin of twenty percent (20%) from the a-la-carte MRP of such Channel.

(j) "**Broadcasting Services**" shall mean dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly.

(k) "**Broadcaster's Subscriber**" shall mean each such Active Subscriber in the Territory, who receives or is entitled to receive signals of channel(s) from amongst the Subscribed Channels at a place indicated by such Active Subscriber. For clarity, each Affiliate's STB receiving or entitled to receive signals of channel(s) from amongst the Subscribed Channels shall be treated as one Broadcaster's Subscriber.

(l) "**Bouquet**" shall mean combination/assortment of two or more Channels, offered by Broadcaster to Affiliate together as a group or as a bundle, as is listed in **Annexure D** attached to this Agreement.

(m) "**Broadcaster's STB**" shall mean each set top unit provided by Broadcaster, together with associated viewing cards and remotes (where applicable) for the Subscribed Channels, details of which are set forth in **Annexure G** attached to this Agreement, which enables Affiliate to decrypt the encrypted signals of the Subscribed Channels.

(n) "**Bouquet RTA**" shall mean the applicable rate to Affiliate for each Bouquet, as is mentioned against each Bouquet in **Annexure D** attached to this Agreement, which has been arrived at after deducting distribution margin of twenty percent (20%) from the MRP of such Bouquet.

(o) "**Cable Service**" shall mean transmission of programs, including retransmission of signals of television channels, through cables.

(p) "**Cable Television Network**" shall mean any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.

(q) "**CAS**" shall mean conditional access system installed at the DPO's head-end/earth station *(which is fully integrated with SMS)* that enables subscribers of the DPO's Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO's Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels.

(r) "**Channels**" shall mean the satellite television channels listed in **Annexure C** attached to this Agreement.

(s) "**Confidential Information**" shall mean any confidential information disclosed by Broadcaster to Affiliate and any such other confidential and proprietary information, including the terms and conditions of this Agreement, disclosed by Broadcaster during the Term with respect to Affiliate retransmitting the Subscribed Channel(s) in the Territory through Affiliate's Permitted Digital Distribution Platform.

(t) "**Digital Addressable System**" shall mean an electronic device *(which includes hardware and its associated software)* or more than one electronic device put in an integrated system through which signals of Cable Television Network can be sent by a MSO to its Subscriber *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)* in an encrypted form, which can be decoded by device(s) having an activated CAS at the premises of the Subscriber within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber.

(u) "**Digital Addressable Cable Television Network**" shall mean a Cable Television Network enabled with Digital Addressable System.

(v) "**DTH operator**" shall mean a company that has been granted license by the Central Government to provide DTH Service;

(w) "**DTH Service**" shall mean distribution/re-transmission of signals of television channels in Ku-band *(or any other band as approved by the MIB)*, through satellite system, directly to Subscriber's premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device *(which includes hardware and its associated software)* or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;

(x) "**DPO**" shall mean any MSO or HITS operator or DTH operator or IPTV operator which has the relevant license from the appropriate statutory authority to operate its Digital Distribution Platform and is authorized to retransmit signals of satellite television channels through such Digital Distribution Platform.

(y) "**Digital Distribution Platform**" shall mean, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS operator, such HITS operator's HITS Service, with respect to DTH operator, such DTH operator's DTH Service and with respect to IPTV operator, such IPTV Operator's IPTV Service, as the case may be.

(z) "**Entitlement Reports**" shall mean monthly report(s) that Affiliate shall be required to furnish to Broadcaster, as per formats set out in **Annexure J** attached to this Agreement, and also such other data/information which shall be required by Broadcaster from time to time, so as to enable Broadcaster to evaluate if all terms and conditions of applicable Incentive Plan has been met by Affiliate.

(aa) "**EPG**" shall mean electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows Subscribers to navigate and select such available channels and programs.

(bb) "**HITS operator**" shall mean any person permitted by the Central Government to provide HITS service.

(cc) "**HITS Service**" shall mean transmission of programs including retransmission of signals of television channels to *(i)* intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and*(ii)* to Subscribers by using satellite system and its own cable networks.

(dd) "**IPTV operator**" shall mean a person permitted by the Central Government to provide IPTV service.

(ee) "**IPTV Service**" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.

(ff) "**Incentive Plan**" shall mean the discount(s)/incentive(s) which are provided by Broadcaster to Affiliate *(i)* on a-la-carte MRP of specified channel(s) from amongst the Subscribed Channels which Affiliate subscribes on a-la-carte basis and *(ii)* on MRP of the Subscribed Bouquet(s), subject to Affiliate's compliance with the applicable terms and conditions of the applicable Incentive Plan(s).

(gg) "**Intellectual Property**" shall mean all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Channels.

(hh) "**Interconnection Regulations**" shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended.

(ii) "**LCN**" shall have such meaning as is set forth in Clause 7 of this Agreement.

(jj) "**LCO**" shall mean a person who has been granted registration under Rule 5 of the Cable Television Networks Rules, 1994;

(kk) "**Marks**" shall mean all Intellectual Property owned or used by Broadcaster or the applicable channel provider of the Channel(s) from time to time in connection with the Channel(s), including, without limitation, the trade names and trademarks therein.

(ll) "**Merged Entity**" shall have such meaning as is set forth in Clause 10(a) of this Agreement.

(mm) "**MIB**" shall mean Ministry of Information & Broadcasting in India.

(nn) "**MRP**", with respect to each Channel and each Bouquet, shall mean the maximum retail price, excluding applicable taxes/cess, as are set forth in **Annexure D** attached to this Agreement.

(oo) "**MSO**" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators;

(pp) "**New Digital Distribution Platform Service**" shall have such meaning as is set forth in Clause 10(c) of this Agreement.

(qq) "**Package(s)**" shall mean various package(s)/combination/assortment of channel(s) and/or bouquets of channel(s) *(comprising of channels and/or bouquets of channels of one or more broadcaster(s))* offered by Affiliate to Active Subscribers.

(rr) "**Party**" shall mean, individually, Broadcaster and Affiliate.

(ss) "**Parties**" shall mean, collectively, Broadcaster and Affiliate.

(tt) "**Payment Due Date**" shall have such meaning as is set forth in Clause 5(c) of this Agreement.

(uu) "**Permitted Digital Distribution Platform**", with respect to this Agreement, shall mean the Digital Distribution Platform owned and/or operated by Affiliate, for which Affiliate has filled applicable details in Table 1 above. and which has also been specifically identified by Affiliate herein below by assigning tick marks (✔) against the applicable Digital Distribution Platform of Affiliate:

☐ Digital Addressable Cable Television Network

☐ DTH Service

☐ IPTV Service

☐ HITS Service

[Note: If Affiliate identifies more than 1 (one) type of Digital Distribution Platform in the above check-boxes, then Affiliate's selection shall be deemed invalid, thereby rendering this Agreement void ab-initio and Affiliate shall accept without demure such rejection of his selection/Agreement.]

(vv) "**Piracy**" shall have such meaning as is set forth in Clause 15(a) of this Agreement.

(ww) "**Security Systems**" shall have such meaning as is set forth in Clause 15(a) of this Agreement.

(xx) "**Subscriber**"[1] shall mean a person who receives Broadcasting Services from a DPO at a place indicated by such person without further transmitting it to any other person and who does not cause signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting Services, shall constitute one Subscriber.

(yy) "**SMS**" means a subscriber management system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts/incentives allowed to the Subscriber for each billing period.

(zz) "**Subscribed Bouquet(s)**" shall mean Bouquet(s) subscribed by Affiliate and as is/are specifically identified by Affiliate by assigning tick marks (✔) against such Bouquet(s) in **Annexure D** attached to this Agreement.

(aaa) "**Subscribed Channel(s)**" shall mean such channel(s) from amongst the Channels which has/have been subscribed by Affiliate under this Agreement on a-la-carte basis *(by assigning tick marks* (✔) *against such Channel(s) in* ***Annexure D*** *attached to this Agreement)* and/or as part of Subscribed Bouquet(s).

(bbb) "**Subscriber Reports**" shall mean the monthly reports to be provided by Affiliate to Broadcaster in terms of Clause 11 of this Agreement.

(ccc) "**Subscriber Report Due Date**" shall have such meaning as is set forth in Clause 11(b) of this Agreement.

(ddd) "**Subscription Fee**", with respect Subscribed Channel(s), shall mean the fee payable by Affiliate to Broadcaster for retransmission of signals of such Subscribed Channel(s) through Affiliate's Permitted Digital Distribution System, which shall be computed in the manner as is set forth in Clause 4 of this Agreement;

(eee) "**Technical Specifications**" shall mean the technical specifications set forth in Section 4(A) read with Schedule III and /or Schedule X (*as the case may be*) and Schedule IX of the Interconnection Regulations and **Annexure H** of this Agreement and to which Affiliate's STBs, CAS and SMS of Affiliate's Permitted Digital Distribution Platform must comply with.

(fff) "**Territory**" shall mean such areas which are listed in Column B of sub-section 'b' of **Annexure B** attached to this Agreement.

(ggg) "**Term**" shall mean the period specified in Clause 19(a) of this Agreement.

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[1]*The definition of Subscriber is without prejudice to the rights and contentions of the Broadcaster and would be subject to revision depending upon the orders/direction as may be finally passed in the Civil Appeal No. 3728 of 2015 before Hon'ble Supreme Court of India, Writ Petition (C) No. 5161 of 2014 and Writ Petition (C) No. 506 of 2016 before Hon'ble High Court of Delhi or any other matter in this subject.*

(hhh) "**TDSAT**" shall mean Telecom Dispute Settlement and Appellate Tribunal, New Delhi.

(iii) "**TPO**" shall have such meaning as is set forth in Clause 10(a) of this Agreement.

(jjj) "**TRAI**" shall mean the Telecom Regulatory Authority of India.

2. INTERPRETATION: In the interpretation of the Agreement, unless the context requires otherwise:

(a) headings herein are used for convenience only and shall not affect the construction of this Agreement;
(b) references to Annexure(s) are references to the annexure(s) to this Agreement;
(c) reference to the singular includes reference to plural and vice versa;
(d) reference to any gender includes a reference to all other genders;
(e) reference to a "month" is calendar month;
(f) reference to "writing" or "written" includes email (unless expressly provided otherwise), but excludes any form of communication sent using mobile text messaging services such as Short Messaging Service, WhatsApp chat, etc.
(g) term "including" shall mean "including without limitation".

3. NON-EXCLUSIVE RIGHTS:

(a) On the basis of the representations, warranties and undertakings given by Affiliate, and subject to Affiliate complying with all terms and conditions as set out in this Agreement, Broadcaster hereby grants non-exclusive, non-transferable, non-sub licensable right to Affiliate to receive signals of the Subscribed Channel(s) through Broadcaster's STB directly from designated satellites and retransmit signals of the Subscribed Channel(s) through Affiliate's Permitted Digital Distribution Platform to the Active Subscribers in the Territory *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)* in a secured and encrypted manner during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement. Affiliate hereby accepts such grant of right and agrees and acknowledges to retransmit signals of the Subscribed Channel(s) to Active Subscribers through Affiliate's Permitted Digital Distribution Platform in the Territory *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)* in a secured and encrypted manner during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement.

(b) All rights not specifically and expressly granted to Affiliate under this Agreement are withheld and reserved hereunder by Broadcaster. Without prejudice to the generality of the foregoing, Parties agree that rights granted to Affiliate excludes any/all right to retransmit Subscribed Channel(s) through any Digital Distribution Platform (other than Affiliate's Permitted Digital Distribution Platform), analog/unencrypted retransmission, internet or OTT or mobile and/or for any non-linear viewing (e.g. any form of VOD, including but not limited to catch-up, sideloading, etc.); and/or time-shifting and/or casting / shuffle-casting and/or reception on any device other than television sets; and/or any form of exhibition to persons/entities who are not Subscribers; and/or retransmission using, any other technology now available or which may become available in future. Affiliate understands and agrees that mere possession of Broadcaster's STB and/or access to signals of the Subscribed Channel(s) does not entitle Affiliate to receive and/or retransmit signals of the Subscribed Channel(s) and/or use Broadcaster's STB in any other manner whatsoever. Affiliate shall not record, duplicate, transmit by any means or otherwise use the Subscribed Channel(s) other than as specifically set out in this Agreement.

(c) Grant of the aforementioned rights is subject to Affiliate submitting to Broadcaster a certified copy of a valid certificate of registration applicable to Affiliate's Permitted Digital Distribution Platform as laid down under the Cable Television Network (Regulation) Act of 1995, read with the Cable Television Network Rules, 1994 and/or any other Applicable Law as amended from time to time; and a copy of other statutory licenses/permissions, that may be required under the Applicable Laws, in connection with the ownership and operation by Affiliate of the Digital Addressable System/Permitted Digital Distribution Platform.

4. SUBSCRIPTION FEE & CALCULATION THEREOF:

(a) For each month of the Term, or part thereof, Affiliate shall pay Broadcaster Subscription Fee in the manner set forth below:

(i) If Channel(s) subscribed by Affiliate on a-la-carte basis are offered by Affiliate on a-la-carte basis only: If Affiliate subscribes the Channel(s) on a-la-carte basis only and offers such Channel(s) on a-la-carte basis only to its Active Subscribers, then Subscription Fee for each such a-la-carte subscribed Channel(s) for a particular month shall be the amount computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee	=	*A-la-carte RTA of the applicable Channel multiplied with the applicable Average Broadcaster's Subscriber Base who have subscribed to such Channel on a-la-carte basis.*

(ii) If Channel(s) subscribed by Affiliate on a-la-carte basis are offered by Affiliate as part of Package(s) only: If Affiliate makes available the Channel(s) subscribed by Affiliate on a-la-carte basis as part of Package(s) offered to Active Subscribers, then Subscription Fee for a particular month for each such a-la-carte subscribed Channel forming part of Package(s) shall be the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee	=	*A-la-carte RTA of the applicable Channel multiplied with the applicable Average Active Subscriber Base of Package for the applicable Package(s).*

(iii) If Affiliate offers Subscribed Bouquet(s) on as is basis, i.e., on stand-alone basis: If Affiliate offers Subscribed Bouquet(s) to Active Subscribers on as is basis, i.e., on a stand-alone basis, then Subscription Fee for a particular month for each such Subscribed Bouquet(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee	=	*Bouquet RTA of the applicable Subscribed Bouquet(s) multiplied with the applicable Average Broadcaster's Subscriber Base who have subscribed to such Subscribed Bouquet(s).*

(iv) If Affiliate offers Subscribed Bouquet(s) as part of a Package(s): If Affiliate makes available Subscribed Bouquet(s) to Active Subscribers as part of Package(s), then Subscription Fee for a particular month for each such Subscribed Bouquet(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee	=	*Bouquet RTA of the applicable Subscribed Bouquet(s) multiplied with the applicable Average Active Subscriber Base of Package for the applicable Package(s).*

(v) If Affiliate offers Channel(s) subscribed on a-la-carte basis and Subscribed Bouquet(s) as part of Package(s): If Affiliate makes available Channel(s) subscribed on a-la-carte basis and Subscribed Bouquet(s) to Active Subscribers as part of Package(s), then Subscription Fee for a particular month shall be aggregate of the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

a. For each Channel subscribed on a-la-carte basis, Subscription Fee shall be calculated on the basis of Clause 4(a)(ii) hereinabove; and

b. For each Subscribed Bouquet, Subscription Fee shall be calculated on the basis of Clause 4(a)(iv) hereinabove.

(vi) If Channel(s) subscribed by Affiliate on a-la-carte basis are offered by Affiliate on a-la-carte basis and also as part of Package(s): If Affiliate makes available Channel(s) subscribed on a-la-carte basis to Active Subscribers on a-la-carte basis and also as part of Package(s), then Subscription Fee for a particular month shall be aggregate of the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

a. For each Channel offered on a-la-carte basis, Subscription Fee shall be calculated on the basis of Clause 4(a)(i) hereinabove; and

b. For each Channel offered as part of Package(s), Subscription Fee shall be calculated on the basis of Clause 4(a)(ii) hereinabove.

(b) If Affiliate disintegrates Subscribed Bouquet(s) at the time of offering the channels comprised in such Subscribed Bouquet to its Active Subscribers, then for the purpose of computation of Subscription Fee it shall be deemed that the DPO has subscribed to such channels on a-la-carte basis.

(c) Broadcaster reserves the right to offer promotional scheme in terms of Applicable Laws by issuing separate document pertaining to promotional scheme. During the promotional scheme period, if DPO opts for such promotional scheme and complies with the terms and conditions therein, then the calculation of Subscription Fee shall be basis the terms and conditions as may be specified in the promotion scheme document (*as applicable to the Subscribed Channels*).

5. PAYMENT TERMS:

(a) Affiliate shall provide to Broadcaster the Subscriber Report for the applicable month, or part thereof, in the manner set forth in Clause 11 of this Agreement on or before the applicable Subscriber Report Due Date.

(b) Broadcaster has to raise monthly invoices on Affiliate, towards Subscription Fee under this Agreement. Accordingly, Broadcaster shall raise monthly invoices towards Subscription Fee of a particular month, or part thereof (together with applicable taxes, levies and cess) post receipt of the Subscriber Report for such month, or part thereof, from Affiliate. In case Affiliate fails to send the Subscriber Report for the applicable month, or part thereof, within the applicable Subscriber Report Due Date, Broadcaster shall have the right to raise a provisional invoice on Affiliate for the month for

which the Subscriber Report has not been furnished by Affiliate. Affiliate agrees and acknowledges that the provisional invoice towards Subscription Fee shall be of such amount as shall be increased by 10% of the amount mentioned in the invoice raised on Affiliate towards Subscription Fee for the immediately preceding month. On receipt of the Subscriber Report for such month *(i.e., the month for which provisional invoice was raised)* from Affiliate, but no later than three (3) months from the Subscriber Report Due Date for such month *(i.e., the month for which provisional invoice was raised)*, the Parties would conduct reconciliation between the provisional invoice raised by Broadcaster and the Subscriber Report for such month furnished by Affiliate. In event Affiliate fails to complete such reconciliation as set out herein above, it shall be deemed as breach of this Agreement and Broadcaster shall have the liberty to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels in term of Clause 19 of this Agreement. This shall be without prejudice to any other rights and/or remedies which Broadcaster may have under the Applicable Laws.

(c) Affiliate shall be required to make payment of the applicable invoiced amount to Broadcaster towards Subscription Fee within fifteen (15) days of receipt of such invoice (*by email and/or Reg Post AD and/or courier, whichever is earlier*) from Broadcaster ("**Payment Due Date**"). Any/all payments required to be made by Affiliate under this Agreement shall be paid by Affiliate to Broadcaster in Indian Rupees by demand draft/pay order/cheque drawn in favor of "**Eenadu Television Private Limited**", and/or through wire transfer in the account as designated and communicated to Affiliate by Broadcaster for such payment, unless instructed otherwise in writing by Broadcaster and such payment shall be valid discharge of Affiliate's payment liability towards Broadcaster under this Agreement. No cash payments shall be made by Affiliate towards any payments/dues whatsoever.

(d) All applicable taxes/cess shall be in addition to the subscription fee and shall be borne by Affiliate.

(e) Affiliate shall promptly notify Broadcaster in case Affiliate does not receive the applicable invoice on or before fifteenth (15th) day of the applicable month. The invoice shall be deemed to be delivered to Affiliate if no such notification is received from Affiliate.

(f) If any discrepancy(ies) is observed by Affiliate in the invoice, then the same shall be notified by Affiliate to Broadcaster within seven (7) days from the date of receipt of such invoice. In the event Affiliate fails to notify any discrepancy(ies) in the invoice within the referred time-line, then such invoice shall be deemed to have been accepted by Affiliate and Affiliate shall be liable to make payment towards the invoiced amount on or before the Payment Due Date without any demur.

(g) In the event Affiliate has raised any issue pertaining to calculation of Subscription Fee, commercial terms, etc. under this Agreement, Affiliate shall continue to make the payment of Subscription Fee in terms of invoice(s) raised by Broadcaster till such time the dispute is resolved. Applicable adjustment shall be made on final resolution of the issues raised by Affiliate.

(h) Failure of Affiliate to make payment of Subscription Fee by the applicable Payment Due Date shall attract interest at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess. Imposition and collection of interest on late payments does not constitute a waiver by Broadcaster of Affiliate's obligation to make applicable payment(s) by the applicable Payment Due Date, and Broadcaster shall retain all other rights and remedies available to Broadcaster under the Agreement and/or Applicable Laws.

(i) For the sake of clarity, if under applicable Indian tax laws, any payment(s) under this Agreement by Affiliate to Broadcaster are subject to deduction of withholding taxes, then Affiliate shall (i) deduct/withhold the applicable withholding tax amount in the name of Broadcaster whose PAN number is AACCM7226P, (ii) remit/deposit such deducted withholding tax amount to the applicable Indian tax authority in the name of Broadcaster within the due dates prescribed under the applicable Indian tax laws and (iii) within the applicable statutory period, as per the applicable Indian tax laws, deliver all documents to the Broadcaster evidencing such statutory deductions and remittance of the deducted/withheld amount in the name of Broadcaster to the applicable Indian tax authority. Failure of Affiliate to provide the required documents evidencing remittance/deposit of deducted withholding tax to applicable tax authorities within the stipulated period prescribed by such authorities, shall be deemed as non-payment of Subscription Fee in terms of this Agreement.

(j) Except for deducting applicable withholding tax in terms of Clause 5(i) of this Agreement, Affiliate shall have no right to withhold or claim adjustment/set off Subscription Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscriber, counterclaim against Broadcaster or otherwise, or claims under any other agreement, etc.).

(k) At the time of making payment, Affiliate should specify the invoice number against which such payment is being made by Affiliate, failing which, Broadcaster shall be entitled to allocate the payment received from Affiliate on First-In-First-Out (FIFO) basis and Affiliate shall accept such allocation without any demur.

(l) For all payments by Affiliate under this Agreement, Affiliate shall intimate its Goods & Services Tax payer Identification Number ("**GSTIN**") and details of invoices against which such payments is/are being made by Affiliate toBroadcaster.

(m) Post allocation of payment by Broadcaster against the invoices and GSTIN on advice of Affiliate, no subsequent changes to the allocation against invoices and GSTIN shall be made, and even if made, shall not be entertained. If Affiliate fails to provide the GSTIN then Broadcaster shall be entitled to allocate such payment in full or in part to such GSTIN(s) of Affiliate as Broadcaster may deem fit. The Parties agree that the GSTIN(s) allocated for the payment in accordance with this Clause shall be final and shall not be changed under any circumstances post allocation and/or raising of invoice.

(n) Affiliate agrees and acknowledges that Broadcaster shall not be liable for any allowance or disallowance of input tax credit by the applicable tax authorities to Affiliate basis the payment made under this Agreement, including reasons attributable to non-provision of the correct Goods and Service Tax (GST) details by Affiliate.

(o) If any proceedings are initiated under GST laws, each Party agrees that it shall reasonably co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings.

(p) Non-registration by Affiliate under GST laws or suspension or cancellation of such registration does not preclude Broadcaster from charging applicable GST under this Agreement and Affiliate shall be liable to pay such GST, regardless of its status of GST registration.

6. NEW CHANNEL AND REMOVED CHANNEL:

(a) Broadcaster may launch a new satellite television channel(s) (i.e., a television channel(s) of Broadcaster and/or Broadcaster's subsidiary/group companies, that may be launched by applicable broadcaster and distributed by Broadcaster during the Term post execution date of this Agreement ("**New Channel(s)**"). Upon launch of a New Channel, Broadcaster will publish the relevant information about New Channel on its website as per the Applicable Laws. If Affiliate is desirous of re-transmitting signals of such New Channel, then Parties shall execute necessary Paperwork/ document, as shall be required by Broadcaster and such paperwork/document shall be deemed as part and parcel of this Agreement upon its execution by both Parties.

(b) Broadcaster reserves the right at any time during the Term to suspend and/or discontinue any of the satellite television channels from amongst the Channels on account of Broadcaster ceasing to retransmit such channel(s) in India due to any reason ("**Removed Channel**"). With regard to removal of the Removed Channel(s), Broadcaster shall publish the information pertaining to the same on its website as per Applicable Laws. Further, pertaining to removal of Removed Channel(s), the MRP of the Subscribed Bouquet(s) consisting of the Removed Channel(s) shall stand modified by a factor of a-la-carte MRP of the Removed Channel(s) to the sum total of the a-la-carte MRP of all channels originally forming part of such applicable Subscribed Bouquet(s) (*i.e. before removal of the Removed Channel*) ("**Proportionate Reduction**"), save and except in the event such Subscribed Bouquet(s) consisting Removed Channel(s) is either discontinued or reconstituted with replacement channel(s). In the event of any such discontinuation or reconstitution of Subscribed Bouquet(s), the Parties shall enter into an addendum to this Agreement whereby Affiliate may opt for either the reconstituted bouquet or such other Bouquet(s) as offered by Broadcaster. Further, in the event of removal of Removed Channel and Proportionate Reduction, the MRP of the Subscribed Bouquet(s)which consisted of the Removed Channel shall be notified to TRAI and uploaded on the website of Broadcaster and such modified MRP of the respective Subscribed Bouquet(s) shall be applicable for the DPO.

7. RELATIVE POSITIONING / LOGICAL CHANNEL NUMBERING ("LCN") / ELECTRONIC PROGRAMMING GUIDE ("EPG"):

(a) Affiliate agrees and undertakes to Broadcaster that while determining the relative positioning of the Subscribed Channel(s) and their LCN positioning/displaying on the EPG of Affiliate's Permitted Digital Distribution Platform. Affiliate shall ensure that LCN positioning of all television channels of same language within the same genre/sub-genre shall appear together consecutively in the EPG of Affiliate's Permitted Digital Distribution Platform and one channel shall appear at only one place on the EPG.

(b) Each Subscribed Channel and its programming schedule shall be prominently featured in the order of their LCN on the EPG of Affiliate's Permitted Digital Distribution Platform. In EPG of Affiliate, MRP of channel(s) with Indian rupee sign '₹' shall be indicated against each channel.

(c) Affiliate hereby undertakes that LCN once assigned to a Subscribed Channel shall not be changed by Affiliate for a period of at least one (1) year from the date of such assignment of LCN, unless Broadcaster changes the genre of the Subscribed Channel(s) and Broadcaster informs Affiliate about such change in writing (emails permitted), in which case, the Subscribed Channel(s) shall be then placed by Affiliate at such LCN which is as per the new genre of the Subscribed Channel(s).

8. INCENTIVE PLAN(S):

(a) Broadcaster is presently offering the two (2) Incentive Plan(s), which are detailed in **Annexure E** and **Annexure F**: *(i)*Incentive Plan on a-la-carte MRP of Specified Channels and *(ii)*Incentive Plan on MRP of Subscribed Bouquet(s), respectively. The above-mentioned Incentive Plans are governed by the conditions detailed in the applicable Annexures and are mutually exclusive. For clarity, the provisions of Incentive Plan on MRP of a-la-carte Channels cannot be combined with the provisions of the Incentive Plan on MRP of Subscribed Bouquet(s).

(b) Subject to Affiliate: (i) achieving qualifying criteria(s) which enables Affiliate to avail the Incentive Plan *(if applicable as per such Incentive Plan)*; (ii) mandatorily complying in full with the respective compliances set forth for the applicable Incentive Plan(s); and (iii) furnishing Entitlement Reports within prescribed timelines to Broadcaster by sending the same at mail address mentioned in Clause 8(c) and timely compliance of all terms and conditions mentioned in **Annexure E** and **Annexure F** of the Agreement, Affiliate shall be entitled to receive applicable incentive(s) under the applicable Incentive Plan(s).

(c) Within 7 days from the end of each applicable month, Affiliate shall submit the Entitlement Report for such month to Broadcaster by sending the same at the following email ids:

(i) Affiliates operating in the state of Andhra Pradesh and Telangana shall send the Entitlement Report reports to subscriber.reports@etv.co.in; and

(ii) Affiliate operating in any state and/or union territories of India, except the state of Andhra Pradesh and Telangana, shall send the Entitlement Report reports to smsreports@etv.co.in.

(d) If upon evaluation of the Entitlement Report, Broadcaster determines that Affiliate has become entitled for obtaining the applicable incentive, then Broadcaster shall inform Affiliate in writing (emails permitted) the applicable incentive value for which Affiliate shall need to raise invoice on Broadcaster ("**Entitled Incentive Value**"). Within 3 days of Affiliate's receipt of such written communication from Broadcaster Affiliate shall raise tax compliant and duly signed invoice on Broadcaster for the Entitled Incentive Value.

(e) The Entitled Incentive Value payable by Broadcaster to Affiliate shall be exclusive of applicable GST, levies and cess.

(f) Affiliate shall raise invoices against the tax registration number provided by Broadcaster Such invoices should contain all applicable details of Affiliate in terms of GST laws, e.g., GST registration number, State name, State code, Harmonized System of Nomenclature (HSN) code, classification/category of service, etc.

(g) Affiliate shall raise invoices, debit notes, credit notes and/or any other document required under GST laws which meet all requirements and conditions stipulated under GST laws to allow Broadcaster to obtain any available input tax relief/credit.

(h) Affiliate agrees that if any creditable taxes such as SGST, CGST, IGST, UTGST etc. are paid by Broadcaster to Affiliate but are not allowed as credit to Broadcaster, then the same shall be recoverable by Broadcaster from Affiliate along with interest and penalties.

(i) If Affiliate has inadvertently / incorrectly over-charged any tax / incentive to Broadcaster under any invoice raised for incentive under this Agreement and such invoice has been paid by Broadcaster along with the over-charged tax, then Affiliate shall reimburse such amount to Broadcaster as shall be equivalent to the over-charged tax / incentive amount.

(j) In case any amount payable by Affiliate to any statutory authority becomes payable by Broadcaster, on account of non-payment by Affiliate, then Broadcaster shall be entitled to recover the applicable amount from Affiliate. Similarly, if any demand of tax, interest, penalty, fine or any other cost is imposed on Broadcaster, by any statutory authority on account of non-submission/inadequate/incorrect submission or misdeclaration or misrepresentation or concealment or error or omission on the part of Affiliate to such statutory authority, then the same shall be recoverable by Broadcaster from Affiliate.

(k) Affiliate agrees and acknowledges that in case Affiliate is backlisted on GST portal or Affiliate's compliance rating falls below the prescribed limit, then Broadcaster shall have the right to retain the GST component from payments required to be made by Broadcaster towards the Entitled Incentive Value to Affiliate till the corresponding input tax credit has become available in the electronic credit ledger of Broadcaster, in the GST system and any such retention shall not be construed to be in violation of any provisions of this Agreement.

(l) Affiliate agrees that if the applicable Entitled Incentive Value is required to be revised/reduced for reasons set forth in the Agreement, then Affiliate shall be responsible to issue debit note, credit note or supplementary invoice (along with applicable GST) to Broadcaster within prescribed times lines as per GST laws.

(m) Entitled Incentive Value payable by Broadcaster shall be subject to deduction of applicable withholding tax as prescribed under applicable Indian tax laws.

(n) Affiliate understands and agrees that evaluation and payment of Entitled Incentive Value by Broadcaster is completely dependent upon timely submission of Entitlement Report by Affiliate. Accordingly, if Affiliate fails to submit the Entitlement Report for any month or fails to comply with terms and conditions of this Agreement within the timeline as mentioned in this Agreement, then Affiliate shall not be entitled for the incentive for that month within the timeline as mentioned in this Agreement. Affiliate hereby specifically undertakes that Affiliate's entitlement or failure to avail incentive under the Incentive Plan shall have no bearing on Affiliate's liability to pay the Subscription Fee under this Agreement calculated in terms of Clause 4(a) of this Agreement.

9. CONSEQUENCE OF AFFILIATE'S BREACH OF APPLICABLE TERMS AND CONDITIONS FOR OBTAINING INCENTIVE(S) UNDER THE APPLICABLE INCENTIVE PLAN(S):

Affiliate hereby specifically understands and agrees that if it comes to the notice of Broadcaster that Affiliate has obtained incentive(s) despite of it not being entitled for the same then Broadcaster shall have the right to raise a debit note on Affiliate for such amount as shall be equivalent to the amount of Entitled Incentive Value that was paid by Broadcaster to Affiliate in terms of invoice raised by Affiliate for the applicable Incentive Plan(s) for the relevant month(s) of breach, along with applicable interest.

10. MERGER/ACQUISITION:

(a) If Affiliate merges with, acquires, takes over a third-party operator operating a Digital Addressable System in the Territory ("**TPO**"), then Affiliate shall take written approval from Broadcaster prior to Affiliate commencing retransmission of signals of the Subscribed Channel(s) on the Digital Addressable System of the TPO. Further, signals of the Subscribed Channel(s) shall be retransmitted to the Subscribers of such TPO's Digital Addressable System upon Affiliate or the merged entity forming out of such merger/acquisition/take over ("**Merged Entity**") entering into an agreement with Broadcaster for retransmission of signals of the Subscribed Channel(s) to such Subscribers. For the sake of clarity, Affiliate shall continue to pay the Subscription Fee under this Agreement in the manner contemplated herein.

(b) Affiliate shall not, without prior written consent of Broadcaster connect or make available signals of Subscribed Channel(s) through Affiliate's Permitted Digital Distribution Platform to any such other DPO(s) who is or was availing signal of the Channel(s) and has outstanding dues payable to Broadcaster If Affiliate fails to obtain such prior written consent from Broadcaster and connect or make available signals of Subscribed Channel(s) through Affiliate's Permitted Digital Distribution Platform to such other DPO(s), then Affiliate shall become solely liable to clear all the outstanding dues (including interest) payable by such other DPO to Broadcaster.

(c) It is expressly agreed by Affiliate that this Agreement does not cover retransmission of Subscribed Channel(s) to any new digital distribution platform for which license for operation is obtained by Affiliate from the applicable statutory authority, either independently or jointly with any other entity ("**New Digital Distribution Platform Service**"). If Affiliate is desirous of retransmission of signals of the Subscribed Channel(s) to such New Digital Distribution Platform Service, Affiliate shall provide 60 (sixty) days' prior written notice to Broadcaster and provision of signals of the Subscribed Channel(s) to the New Digital Distribution Platform Service by Broadcaster shall be subject to Applicable Laws. It is specifically agreed that the commercial terms for retransmission to such New Digital Distribution Platform Service shall be in addition to Subscription Fee currently payable by Affiliate in terms of this Agreement.

11. SUBSCRIBER REPORTS:

(a) Affiliate shall maintain at its own expense a SMS which should be fully integrated with the CAS.

(b) For each month of the Term, or part thereof, Affiliate shall mandatorily provide to Broadcaster the duly complete and accurate Subscriber Report for each head end/installation address or earth station (as the case may be)and each State/Union Territory within the Territory, in such format as is set forth in **Annexure I** attached to this Agreement, within seven (7) days from the end of such month ("**Subscriber Report Due Date**"). The Subscriber Report for every month shall also be submitted by Affiliate in the prescribed format via email to the email ids mentioned below, on or before the Subscriber Report Due Date. Affiliate acknowledges and agrees that Broadcaster may seek such further / other information as may be reasonably required inter alia to monitor Affiliate's compliance with stipulations of this Agreement. Such information may relate to furnishing of additional city/area wise reports.

(i) Affiliates operating in the state of Andhra Pradesh and Telangana shall send the Subscriber Report reports to subscriber.reports@etv.co.in; and

(ii) Affiliate operating in any state and/or union territories of India, except the state of Andhra Pradesh and Telangana, shall send the Subscriber Report reports to smsreports@etv.co.in.

(c) In the event Affiliate fails to submit the Subscriber Report within the Subscriber Report Due Date, then without limiting any other remedy available under Applicable Laws or this Agreement, Broadcaster shall have the right to disconnect signals of the Subscribed Channels received by Affiliate by giving three weeks' notice.

(d) Each Subscriber Report shall be signed and attested by an officer of Affiliate of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.

(e) Within seven (7) days from the date of signing of the Agreement, Affiliate shall provide to Broadcaster the duly complete and accurate data pertaining to (i) monthly per subscriber distributor retail price (DRP) (excluding taxes) of each of the Subscribed Channel(s) offered by Affiliate; and (ii) composition of each Package offered by Affiliate which comprises of any of the Subscribed Channel(s), along with the monthly per subscriber DRP (excluding taxes) of such Package. In case Affiliate intends to make any change in the information furnished by Affiliate in term of this Clause, then any/all such change(s) shall be communicated by Affiliate in writing to Broadcaster within seven (7) days of Affiliate implementing such change.

(f) Affiliate shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable Broadcaster to verify and ascertain (i) the veracity of the Subscriber Reports supplied by Affiliate pursuant to this Clause and (ii) Affiliate's compliance with its anti-piracy obligations as set out in this Agreement.

12. AUDIT:

(a) Affiliate agrees and undertakes to conduct audit of all its SMS, CAS and other related systems/digital equipment, deployed/installed by Affiliate at each head-end across various locations (*if applicable*), by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by M/s Broadcast Engineering Consultants India Limited ("**BECIL**"), once during each calendar year of the Term, to verify that the monthly Subscriber Reports / Entitlement Reports provided by Affiliate to Broadcaster are complete, true and correct and issue an audit report to this effect to Broadcaster. Affiliate agrees to conduct such audit in complete compliance with the provisions of the Telecommunication (Broadcasting and Cable) Services Digital Addressable System Audit Manual dated 8-November-2019 issued by TRAI ("**Audit Manual**") and shall inform broadcaster about scheduling of such audit at least thirty (30) days in advance. Audits caused by Affiliate in terms of this clause shall be scheduled in such a manner that there is a gap of at-least six (6) months between the audits of two (2) consecutive calendar years. Further, there should not be a gap of more than eighteen (18) months between audits of two (2) consecutive calendar years. Affiliate acknowledges that in case it fails to cause audit as specified in this clause, then Affiliate, without prejudice to the other rights and remedies available to Broadcaster under Applicable Laws, shall also be liable to pay financial disincentive as stipulated under the Interconnection Regulations.

(b) Affiliate agrees and acknowledges that if audit reveals variation in the number of Broadcaster's Subscribers/Average Broadcaster's Subscriber Base reported by Affiliate to Broadcaster and/or incorrect data reported under the Entitlement Reports then in such an event, Affiliate agrees to pay to Broadcaster an amount equivalent to the short-payment made by Affiliate towards Subscription Fee and/or such amount as shall be equivalent to the amount of Entitled Incentive Value that was received by Affiliate from Broadcaster, as applicable. Affiliate shall pay the applicable short-payment amount and/or fraudulently obtained Entitled Incentive Value, along with interest computed at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess, within ten (10) days of receiving notice of shortfall and/or debit note from Broadcaster.

(c) In the event Broadcaster is not satisfied with the audit report provided by Affiliate in terms of Clause 12(a) above or if in the opinion of Broadcaster the Permitted Digital Distribution Platform of Affiliate does not meet requirement(s) specified under Section 4(A) read with Schedule III and /or Schedule X (*as the case may be*) and Schedule IX of the Interconnect Regulations, Broadcaster, after communicating the reasons in writing to Affiliate, may conduct audit of the SMS, CAS and other related systems of Affiliate's Permitted Digital Distribution Platform by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by BECIL, accompanied by representatives of Broadcaster to verify the information contained in Subscriber Reports / Entitlement Reports provided by Affiliate to Broadcaster in terms of this Agreement. The broad scope of such audit is set out in **Annexure K** and also those specified in Audit Manual.

(d) Affiliate undertakes that it shall confirm audit commencement date within five (5) days of receipt of written communication pertaining to audit from Broadcaster in such a manner that the audit exercise shall commence within fifteen (15) days from the date of such communication from Broadcaster to Affiliate. Affiliate further undertakes that, in the event Affiliate fails to facilitate conducting the audit exercise within the aforementioned timelines, then without limiting any other remedy available under Applicable Laws, Broadcaster shall have the right to disconnect signals of the Subscribed Channels received by Affiliate by giving three weeks' notice.

(e) Affiliate agrees and acknowledges that if audit conducted in terms of Clause 12(c) of this Agreement reveals that any additional amount is payable to Broadcaster, Affiliate shall pay such additional amount, along with interest computed at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess, within ten (10) days of successful completion of audit. For the sake of clarity, if such amount (including the computed interest component) exceeds the amount computed basis the Subscriber Report provided by Affiliate to Broadcaster by 2% (two percent) or more, and/or if it is determined that Affiliate has fraudulently obtained incentive by furnishing incorrect Entitlement Reports(s), then Affiliate shall additionally bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.

(f) Affiliate agrees and acknowledges that if such audit reveals that Affiliate's Permitted Digital Distribution Platform does not meet requirements specified under Section 4(A) read with Schedule III and /or Schedule X (*as the case may be*) and Schedule IX of Interconnection Regulations, then Broadcaster may disconnect signals of the Subscribed Channels to Affiliate after giving three (3) weeks' written notice to Affiliate.

(g) Affiliate agrees that if during the audit exercise it is revealed that Affiliate has not informed Broadcaster about any change/ replacement of the existing SMS / CAS system of Affiliate or in case where Affiliate has deployed and is utilizing one or more SMS / CAS systems which were not disclosed by Affiliate to Broadcaster at the time of such additional SMS/CAS system(s) deployment or at the time of execution of the Agreement, as applicable, then Broadcaster shall

have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels, and such right of Broadcaster shall be in addition to any other remedy available under Applicable Laws.

(h) Affiliate agrees to maintain accurate, complete and up to date records pertaining to subscriber details, details of the location (city/State) of every Affiliate's STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with subscribers, application forms filed by subscribers, receipt books regarding payments from the subscribers, books of accounts and records reflecting all transactions relating to retransmission of channels and authorizations of Affiliate's STB / CPE, in particular, the name, complete address, billing and payment details of all subscribers ("**Subscriber Records**"). Affiliate further agrees to ensure that it's SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) consecutive preceding years at any point of time.

(i) Affiliate shall remain the sole owner and holder of all customer databases compiled by Affiliate under the Agreement.

(j) Affiliate shall maintain at its own expense a SMS capable of, at a minimum:
   (i) maintaining a computerized customer database capable of recording adequate details of each Active Subscriber, including name, address (with city and State), chosen method of payment and billing;
   (ii) administering subscriptions of Active Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
   (iii) handling all ongoing administrative functions in relation to Active Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
   (iv) administering payments of any commission fees from time to time payable to Affiliate's authorized agents for the sale to Subscribers of programming packages;
   (v) obtaining and distributing receivers and smartcards, if applicable, to Active Subscribers, and issue replacement smartcards from time to time in its discretion; and
   (vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Active Subscribers from time to time in its discretion.

(k) Affiliate shall provide full cooperation to the auditors in order to carry out the audit including but not limited to granting necessary access required to Affiliate's facilities and systems including but not limited to headend, SMS, CAS, IT systems, for successful audit and shall also provide documents as may be required by the auditors for successful audit. Affiliate shall provide auditors free ingress and egress from the premises where in such audit is conducted. Affiliate shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditors at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit.

(l) Affiliate hereby specifically agrees and undertakes that, in event of a breach of this Agreement is observed/discovered during the audit exercise, then in addition to the provision of this Clause 12, the auditors shall also have a right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, as may be required to provide evidence of such breach/inconsistency, and to take such documents out of the premised of Affiliate without Affiliate raising any objections to auditor carrying such documents with the auditors.

13. <u>BROADCASTER'S STB:</u>

(a) Broadcaster shall at the request of Affiliate supply or cause to be supplied Broadcaster's STBs to Affiliate or has already supplied such Broadcaster's STBs directly or through suppliers nominated by it. Broadcaster's STBs shall, at all times, remain the sole and exclusive property of Broadcaster.

(b) In the event Affiliate ceases to operate its Permitted Digital Distribution Platform, Broadcaster's STBs shall be returned to Broadcaster. In case Broadcaster's STBs are damaged due to negligence of Affiliate, the Broadcaster, shall be authorized to recover the actual repair cost from Affiliate and in the event Broadcaster's STBs are beyond repair, Affiliate shall be liable to pay to Broadcaster the cost of such Broadcaster's STBs as on the date it was supplied to Affiliate.

(c) Affiliate undertakes that it shall install Broadcaster's STBs at such installation address(es)/headend address(es) as is/are set forth in **<u>Annexure G</u>** attached to this Agreement. Affiliate agrees and understands that if Affiliate has more than one installation address for its Permitted Digital Distribution Platform, then Affiliate shall clearly specify each such installation address in a separate annexure *(to be marked as Annexure G1, G2 and so on and so forth)* in such format as is set forth in **<u>Annexure G</u>** and also provide Broadcaster's STBs details for each such installation address.

(d) In order to take back possession of Broadcaster's STBs from Affiliate, Affiliate shall ensure that the personnel/ representative of Broadcaster is allowed free and unobstructed access to the premises of Affiliate where Broadcaster's STBs are installed, and Affiliate shall not interfere with such procedure.

(e) Affiliate undertakes not to pledge, charge, encumber or in any way part with the possession of Broadcaster's STBs without prior written permission of Broadcaster Further, Affiliate undertakes not to remove or shift or allow removing or shifting of Broadcaster's STBs from the headend/installation address detailed in **<u>Annexure G</u>** and sub-Annexures thereto *(if applicable)* attached to this Agreement or allows anybody else to do the same, without prior written

permission of Broadcaster and shall indemnify Broadcaster against any damage, destruction, theft or loss of Broadcaster's STBs.

(f) Affiliate shall not, and ensure that any third party do not, under any circumstances, reverse engineer, tamper, decompile or disassemble Broadcaster's STBs or reproduce or allow the reproduction of any of Broadcaster's STBs or the technology included in them. Affiliate shall ensure that it uses Broadcaster's STBs only in accordance with the Agreement at the installation address provided and shall not sell, exchange, transfer or tamper them in any manner whatsoever. Affiliate shall not move Broadcaster's STBs to some other address without prior written permission of Broadcaster on a case-to-case basis.

14. OBLIGATIONS OF AFFILIATE:

(a) Affiliate shall, at its own cost and expense, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels through its Permitted Digital Distribution Platform *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)* to Broadcaster's Subscribers in the Territory.

(b) Irrespective of Affiliate's collection of its invoiced monthly amounts from Broadcaster's Subscribers in a timely manner, Affiliate shall pay the Subscription Fee to the Broadcaster within the Payment Due Date prescribed in this Agreement.

(c) Subject to technical and operational feasibility, Affiliate or its affiliated LCO, as the case may be, shall provide the Subscribed Channels, on non-discriminatory basis, to every Subscriber/Active Subscriber making a request for the Subscribed Channel(s), within a period of seven (7) days from the date of receipt of such request by Affiliate.

(d) Affiliate shall, in a non-discriminatory manner, ensure retransmission of such high-quality encrypted signals of the Subscribed Channels through Affiliate's Permitted Digital Distribution Platform to Broadcaster's Subscribers as are equal to signal quality of other channels retransmitted through Affiliate's Permitted Digital Distribution Platform to all Active Subscribers. In any event, signal retransmission quality of Affiliate's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.

(e) Affiliate shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Permitted Digital Distribution Platform and shall regularly provide to Broadcaster with updated piracy reports.

(f) Affiliate shall ensure that none of the Subscribed Channels shall be disadvantaged or otherwise treated less favorably by Affiliate with respect to channels of other broadcasters on a genre basis.

(g) Affiliate shall ensure that it shall offer the Subscribed Bouquets to the Subscribers, either on standalone basis and/or as part of Packages, without any alteration in composition of the Subscribed Bouquets.

(h) Affiliate shall obtain from Broadcaster and/or the appointed agencies *(as informed by Broadcaster to Affiliate from time to time)*, the EPG/FPCs for the Subscribed Channels and Affiliate shall ensure that such EPG/FPCs are displayed on the EPG of Affiliate's Permitted Digital Distribution Platform at all times during the Term.

(i) Affiliate agrees to provide to Broadcaster all required details in terms of the Customer Information Update Form, as is set forth in **Annexure P of** this Agreement.

(j) Affiliate agrees to abide by the applicable GST laws, rules and procedures and indemnifies Broadcaster from any claims and/or liabilities that may arise on account of Affiliate's violation of the applicable GST laws.

(k) Affiliate shall be responsible to reverse input tax credit claimed/availed on such invoices for which a credit note is issued by Broadcaster due to any change in the Subscription Fee.

(l) Prior to Affiliate discontinuing retransmission of any Channel(s) because of such Channel(s)' monthly subscription percentage on Affiliate's Permitted Digital Distribution Platform being less than the discontinuation threshold in each of the immediately preceding six consecutive months which is calculated in terms of Schedule VIII of Interconnection Regulations, Affiliate shall provide fifteen (15) days' prior intimation to Broadcaster along with all such supporting data which shows the calculation of discontinuation threshold and also evidences Affiliate's claim of the Channel(s)'s lower subscriber base.

(m) Affiliate undertakes that it shall be solely responsible for dealings with Subscribers and shall be liable for any claims, actions, demands or proceedings by Subscribers arising out of the actions or omissions of Affiliate. Nothing in this Agreement or the contract(s) executed between Subscriber and Affiliate or Affiliate's LCOs (if applicable) shall entitle the Subscribers to receive the Subscribed Channel(s) from Broadcaster or create any direct relationship between the Subscribers and Broadcaster.

(n) Affiliate undertakes that, if Affiliate is desirous of extending its operation beyond the Territory ("**Additional Territory**"), Affiliate shall give at least thirty (30) days prior written notice to Broadcaster specifying the name of city and corresponding state/union territory of Additional Territory and such extension to the Additional Territory shall be subject to compliance of procedure set out under Applicable Laws and/or the terms of this Agreement. It is hereby clarified that if Broadcaster objects to Affiliate's operation in Additional Territory within 30 days of receipt of the Territory Extension Notice, Affiliate shall not re-transmit signals of the Subscribed Channels beyond the Territory. If Affiliate re-transmits signals of the Subscribed Channels in the Additional Territory in contravention of this provision, then the same shall tantamount to Piracy of Channel(s) of Broadcaster.

15. ANTI-PIRACY:

(a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any of the Subscribed Channels, in whole or in part ("**Piracy**"), Affiliate shall, prior to the commencement of the Term

and at all times during the Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") & security specifications as are set forth in **Annexure L** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by Broadcaster Subject to the terms and conditions of the Interconnection Regulations, Affiliate granting access to the Subscribed Channels to its Active Subscribers outside/beyond the Territory through Affiliate's Permitted Digital Distribution Platform shall tantamount to Affiliate allowing unauthorized access to the Subscribed Channel(s). With an aim to ensure that Subscribed Channel(s) are not distributed in an unauthorized manner, Affiliate shall ensure all LCN(s) are integrated with CAS and SMS and that no frequency and/or LCN(s) of Affiliate's Permitted Digital Distribution Platform are kept free/left for any other use (including use by LCOs). Additionally, if it comes to Broadcaster's knowledge that any Subscribed Channel(s) is being retransmitted through Affiliate's Permitted Digital Distribution Platform (directly or through an affiliated LCO(s) of Affiliate) in the Territory on more than one (1) LCN, then the same shall be deemed to be a breach of this Agreement.

(b) Affiliate shall provide on a month-on-month basis comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report.

(c) Affiliate shall deploy finger printing mechanisms (both overt and covert) to detect any Piracy, violation of copyright and unauthorized viewing of the Subscribed Channels distributed / transmitted through its Permitted Digital Distribution Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

(d) Affiliate shall not authorize, cause or suffer any portion of any of the Subscribed Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Affiliate in the manner set forth in this Agreement at the time the Subscribed Channel(s) are made available. If Affiliate becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any purpose, Affiliate shall within ten (10) minutes of so becoming aware notify Broadcaster and Affiliate shall also forthwith deactivate the concerned Affiliate's STB to prevent such unauthorized use.

(e) If so instructed by Information (as defined below) by Broadcaster, Affiliate shall deactivate or de-authorize the transmission to any unauthorized Subscriber/Active Subscriber indulging in Piracy, within 10 minutes from the time it receives such Information from Broadcaster Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through email and (ii) the information is sent by a person(s) who is designated to send such information. However, the Information may even be provided by Broadcaster through other means of communications such as telephonic message, fax etc. and the said Information shall later be confirmed by Broadcaster through email and Affiliate shall be under obligation to act upon such information.

(f) Affiliate shall, at its own expense, take all necessary steps to comply with obligations set forth in **Annexure L**. Affiliate undertakes to provide all such assistance to the Broadcaster, with respect to the Subscribed Channel(s), as may be reasonably required by the Broadcaster with respect to prevention of Piracy of the Subscribed Channel(s) in the Territory.

16. REPRESENTATION BY BOTH PARTIES:

(a) Broadcaster represents to Affiliate that it has the requisite powers and authority to enter into the Agreement, and to fully perform its obligations hereunder. Similarly, Affiliate represents to Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) Each Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party.

(c) Both Parties shall comply with the Applicable Laws *(including Affiliate's compliance with the provisions of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017)*. Each Party hereby represents, warrants, undertakes to the other Party and agrees that in performing its obligations or exercising its rights etc. under this Agreement, each Party and its respective employees shall not pay, offer or promise to pay or authorize the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with and in compliance of Prevention of Corruption Act, 1988, Indian Penal Code, 1860 including all applicable Indian laws.

17. REPRESENTATIONS AND WARRANTIES OF BROADCASTER: Broadcaster represents, warrants and undertakes to Affiliate that as on date of this Agreement:

(a) the Channels are registered in India with MIB and with any other authority as required under Applicable Laws.

(b) the distribution of the Channels is permitted in India and no court or tribunal or any other authority has passed an order forbidding the distribution of the Channels in India.

18. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF AFFILIATE: Affiliate represents, warrants and undertakes to Broadcaster that:

(a) Affiliate has a valid and subsisting license from the applicable statutory authority which permits Affiliate to operate its Permitted Digital Distribution Platform and Affiliate undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to Broadcaster, as and when called upon to do so by the Broadcaster.

(b) As and when demanded by Broadcaster Affiliate shall provide the following: -

(i) CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure M**); and

(ii) SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure N**).

(c) Affiliate's STBs, CAS and SMS shall comply with the Technical Specifications and Affiliate agrees that Affiliate's STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs as set out in Section 4A read with Schedule III and /or Schedule X (*as the case may be*) and Schedule IX of the Interconnection Regulations and **Annexure H** of the Agreement.

(d) In event Affiliate intends to cause any type of change/alteration/modification to the configuration or the version of Affiliate's Permitted Digital Distribution Platform after issuance of the audit report by auditor, Affiliate shall provide an advance intimation of 30 (thirty) days to Broadcaster prior to effectuating any such change / alteration / modification in a format as may be prescribed by Broadcaster from time to time. Affiliate further undertakes that upon effectuating any aforementioned / alteration / modification to Affiliate's Permitted Digital Distribution Platform, Broadcaster shall be entitled to conduct an additional audit of the duly changed / altered / modified Affiliate's Permitted Digital Distribution Platform as per the provisions of Clause 12 of this Agreement.

(e) Affiliate shall not retransmit the Subscribed Channels nor shall it activate Affiliate's STB of any Active Subscriber without obtaining a duly filled in subscriber application form from such Active Subscriber as per the requirements prescribed under the applicable regulations/laws. Affiliate further represents that the details of Active Subscribers as per the subscriber application form shall be promptly recorded in SMS of Affiliate.

(f) Affiliate shall not retransmit the Subscribed Channels and/or contents of Subscribed Channels via any medium other than Affiliate's Permitted Digital Distribution Platform identified by Affiliate in this Agreement and shall also not cause to exhibit/retransmit any stills, extract or selected programs from the Subscribed Channels.

(g) In the event Affiliate wishes to obtain incentives in terms of any of the IncentivePlan(s), then Affiliate represents that Affiliate shall also provide the Entitlement Reports for such month of the Term within such timeline as is set forth in the Agreement. Affiliate specifically understands and acknowledges that in event if it fails to provide the Entitlement Report for any month during the term within the specified timeline for the same then the Affiliate shall not be entitled to receive any incentive under the Incentive for such month of the Term.

(h) Affiliate shall provide the Subscriber Reports and pay Subscription Fee, together with applicable taxes, within the specified time-lines.

(i) Affiliate understands and acknowledges that Broadcaster shall have the right to set-off any Entitled Incentive Value against any outstanding Subscription Fee due and payable by Affiliate under this Agreement.

(j) Affiliate shall make available to Broadcaster every month, logs containing channel wise history of all the activations and de-activations of all Affiliate's STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by Affiliate's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.

(k) Affiliate shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.

(l) Affiliate shall provide Broadcaster for anti-piracy monitoring of every Subscribed Channel/Package distributed/retransmitted by Affiliate's Permitted Digital Distribution Platform, 10 (ten) Affiliate's STBs for which Broadcaster shall pay applicable charges.

(m) Affiliate shall provide all contributory language feeds of Subscribed Channel(s) to Active Subscribers as and when such contributory language feed for Subscribed Channel(s) is made available by Broadcaster.

(n) Affiliate shall not distribute the Subscribed Channels to any commercial subscribers.

(o) All applicable Execution Requirements, as listed in **Annexure O** of this Agreement, provided by Affiliate to Broadcaster are correct.

(p) Affiliate shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest industry standards in India, subject to signals of the Subscribed Channels getting delivered to Affiliate of a quality sufficient to permit Affiliate to reasonably comply with such standards. Affiliate shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster of any degradation to any of the Subscribed Channels' signals.

(q) Affiliate shall ensure that EPG functionality, user interface and on-screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10% of the television screen from bottom.

(r) Affiliate shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more that 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.

(s) Affiliate undertakes to retransmit signals of the Subscribed Channels in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels; and (iii) reformatting any Subscribed Channel(s) so that it appears on less than the full screen of a television.

(t) Affiliate shall not run, display, add, superimpose the notices of disconnection or discontinuation or non-availability of television channels, any multimedia graphics, on Affiliate's Permitted Digital Distribution Platform's EPG, in such a manner that will interfere/adversely affect the viewing experience of the viewers of such television channels.

(u) Affiliate agrees that Broadcaster (and/or the respective owners of the Channel(s)) may re-name or re-brand the Channel(s), or amend the logos of the Channel(s), at any time and in any manner as Broadcaster (and/or the respective owners of the Channel(s)) deem necessary and such name / logo change shall be reflected on the EPG and home channel of Affiliate's Permitted Digital Distribution Platform on and from the date informed by Broadcaster to Affiliate.

(v) Affiliate undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s). Affiliate further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Subscribed Channel(s) and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease.

(w) Affiliate shall not push content onto Affiliate's STBs, there shall not be automatic advertisement skipping function and/or Affiliate shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).

(x) Affiliate undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.

(y) Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscribed Channel(s) nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s).

(z) Affiliate hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Subscribed Channel(s) on Affiliate's STBs of Affiliate's Permitted Digital Distribution Platform in any manner.

(aa) Affiliate undertakes not to modify, misuse or tamper with Broadcaster's STBs including the seal (paper seal to prevent opening of Broadcaster's STB) or any signals emanating there from, in a manner that prevents the identification of Broadcaster's STB number or interferes with signals emanating there from.

(bb) Affiliate undertakes to keep Broadcaster's STBs in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in Broadcaster's STB.

(cc) Affiliate understands and acknowledges that Broadcaster shall have the right to run scroll(s) on its Channel(s) to provide such information to Subscribers as may be required by Broadcaster from time to time.

(dd) Affiliate acknowledges and agrees that Broadcaster may, by way of public notice(s), inform Active Subscribers about proposed disconnection of Subscribed Channel(s) in order to enable Active Subscribers to protect their interest.

(ee) Affiliate agrees and acknowledges that Broadcaster shall have right to run public awareness campaign regarding availability/non-availability of channels on Affiliate's Permitted Digital Distribution Platform. Affiliate specifically undertakes that Broadcaster shall be entitled to use the logo and / or marks of Affiliate during such campaign conducted in public interest.

(ff) Upon expiry/termination of the Agreement, Affiliate undertakes to return Broadcaster's STBs in good working condition to Broadcaster and pay to Broadcaster, all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.

(gg) Upon any change(s) in the designated satellite of Subscribed Channel(s) or any change(s) in encoding, compression or encryption of Subscribed Channel(s) or any technical modification to Subscribed Channel(s), Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense.

(hh) By entering into this Agreement, Affiliate is not in breach of any contractual obligation with respect to other service providers with whom it has any existing agreement.

(ii) Affiliate acknowledges that the Channels are provided by Broadcaster on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied.

(jj) Affiliate acknowledges and undertakes that it has read, evaluated and has understood the entire content of this Agreement and all terms and conditions of this Agreement including obligations, representations, warranties and undertaking of Affiliate under this Agreement are reasonable and justified in light of the transactions contemplated under this Agreement, and are nondiscriminatory, and are not greater than necessary for the legitimate preservation of the value of the Subscribed Channels and the content of the Subscribed Channels.

(kk) Affiliate undertakes to keep accurate and complete Subscriber Records and make such Subscriber Records available to Broadcaster and/or its representatives for inspection upon reasonable notice.

(ll) Affiliate acknowledges that the information and documents provided by Affiliate at the time of execution of this Agreement, including but not limited to address, contact details, etc., are correct as on the date of execution of this Agreement. Affiliate further undertakes that any change/update to such information shall be intimated by Affiliate to Broadcaster in writing (email permitted) as and when such changes happen. It is specifically agreed by Affiliate that in

the event it fails to intimate about such changes to Broadcaster then, any communication/notice sent to Affiliate at the contact details mentioned in this Agreement shall be deemed to have been successfully severed/delivered to Affiliate.

19. TERM & TERMINATION:

(a) This Agreement be valid for a period of twelve (12) months, i.e., commencing from _____ day of _____, 20___ and expiring on _____ day of _____, 20____ (both dates included), unless terminated earlier in accordance with terms of the other provisions of this Agreement ("**Term**").

(b) The Parties understand and acknowledge that in case they fail to enter into new interconnection agreement before expiry of the Term, Broadcaster shall cease to provide signals of the Subscribed Channels to Affiliate upon expiry of the Term.

(c) In case Affiliate is not desirous of executing a new interconnection agreement upon expiry of the Term, Affiliate shall fifteen (15) days prior to the date of expiry of the Term, inform the Active Subscribers through scrolls on the Subscribed Channels the date of expiry of the Agreement and the date of disconnection of signals of the Subscribed Channels.

(d) Each Party shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by giving 21 (twenty-one) days' written notice, as per Applicable Laws, to the other Party if such other Party is in breach of any of the terms and conditions of this Agreement.

(e) Either Party has the right at its discretion to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by a written notice to the other Party, subject to Applicable Laws, in the event of dissolution of the partnership *(if applicable)*, initiation of winding up/bankruptcy/insolvency proceedings against the other Party or appointment of receiver over the assets of the other Party.

(f) Broadcaster shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by a written notice to Affiliate if Broadcaster discontinues the Subscribed Channel(s) with respect to all DPOs and provides Affiliate with a written notice as per Applicable Laws.

(g) Broadcaster shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels to Affiliate and/or take any other action as may be appropriate, upon occurrence of any of the following:
   (i) if the registrations/licenses/permissions necessary for Affiliate to operate its Permitted Digital Distribution Platform is revoked;
   (ii) in the event of assignment of the Agreement by Affiliate without prior written approval of Broadcaster;
   (iii) if Affiliate voluntarily or by operation of law loses control of its Permitted Digital Distribution Platform (including but not limited to by entering into an agreement/arrangement with any third party for operational and/or administrative and/or funding purposes, etc.);
   (iv) if Affiliate is blacklisted in the GST portal and/or if the rating of Affiliate on the GST portal goes down below the generally acceptable GST rating;
   (v) in the event Broadcaster (or the applicable channel owner) is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to Affiliate or limits Affiliate's right or authorization to distribute/retransmit the Subscribed Channels or in the event of any court order which prevents/restricts Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to Affiliate under this Agreement.

(h) Affiliate may terminate this Agreement after giving 90 (ninety) days' prior written notice to Broadcaster if Affiliate discontinues its Permitted Digital Distribution Platform.

(i) The Parties agree that if Broadcaster's right to distribute any channel from amongst the Channels in India is revoked due to expiry/termination of agreement/arrangement between Broadcaster and the owner of such channel, then this Agreement with respect to such channel shall deemed to have been terminated.

(j) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

20. CONSEQUENCES OF EXPIRY/TERMINATION:

(a) Upon expiry/termination of the Agreement:
   (i) Broadcaster shall disconnect/deactivate signals of the Subscribed Channels; and
   (ii) Affiliate shall return Broadcaster's STBs in good working condition *(normal wear and tear accepted)*. In case Broadcaster's STBs are damaged due to negligence of Affiliate, the Broadcaster, shall be authorized to recover the actual repair cost from Affiliate and in the event Broadcaster's STBs are beyond repair, Affiliate shall be liable to pay to the Broadcaster the cost of such Broadcaster's STBs as on the date it was supplied to Affiliate.

(b) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession.

(c) Affiliate shall, within seven (7) days of the expiry/termination of the Agreement, pay to the Broadcaster all outstanding payments and/or other sums (including but not limited to cost/ charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to Broadcaster under the Agreement as on the date of expiry/termination, failing which, such outstanding amounts shall be payable

together with interest at the rate of eighteen percent (18%) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstanding, along with applicable interest, in full.

(d) Those provisions of this Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

21. INTELLECTUAL PROPERTY RIGHTS:

(a) It is expressly agreed and understood that Affiliate shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than the rights expressly provided in this Agreement.

(b) All Intellectual Property related to the Subscribed Channels shall belong exclusively to the channel owner/broadcaster of each Subscribed Channel or its respective affiliated companies or licensor. Affiliate shall not acquire any proprietary or other rights in the Intellectual Property to which Broadcaster and/or any of the channel owner/broadcaster or their associates or subsidiaries assert proprietary or other rights, which may be notified to Affiliate from time to time in writing and agrees not to use the Intellectual Property in any corporate or trade name. Affiliate may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of Broadcaster. Marketing materials generated by Affiliate may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels and/or the applicable channel owner/broadcaster. Such marketing materials shall require the prior written approval of Broadcaster and/or any of the channel owner/broadcaster. Affiliate shall not acquire any proprietary or other rights over the Marks and agrees not to use Marks without prior written consent of Broadcaster and/or any of the channel owner/broadcaster. Unless notified to the contrary by Broadcaster, in all trade references, advertising, and promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by Broadcaster and/or any of the channel owner/broadcaster. To the extent any of such rights are deemed to accrue to Affiliate, Affiliate agrees that such rights are the exclusive property of Broadcaster and/or any of the channel owner/broadcaster, as applicable. Broadcaster for and on behalf of Broadcaster and/or any of the channel owner/broadcaster reserves the right to inspect any such material at any time without prior notice. Affiliate shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of Broadcaster, resembles any of the Intellectual Property. Affiliate shall include appropriate copyright and other legal notices as Broadcaster may require and shall promptly call to the attention of Broadcaster the use of any Intellectual Property or of any names or marks that resemble any Intellectual Property by any third party in India. Affiliate shall within 10 days after termination of this Agreement return to Broadcaster or, at Broadcaster's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to Broadcaster (or its designee) all interest in and to any graphic representation created by or for Affiliate of any Intellectual Property. To the extent permissible by law, Affiliate hereby irrevocably appoints Broadcaster as its lawful attorney-in-fact to carry out any legal action required to cancel any registration or application for registration obtained or made by Affiliate for the Intellectual Property pertaining to Broadcaster/channel owner and the Subscribed Channels as mentioned herein or to cause all of Affiliate's interest in such registrations or application to be transferred to Broadcaster (or its designee), it being acknowledged that such power is a power coupled with an interest.

22. ADVERTISING AND PROMOTIONS:

(a) Broadcaster grants to Affiliate the non-exclusive right during the Term to use the Marks solely in connection with the marketing and promotion of the Subscribed Channel(s) and in a manner that has been pre-approved by Broadcaster.

(b) Affiliate undertakes to give:

(i) an equal amount of marketing support for the Subscribed Channels as it provides to other channel(s) of the same genre;

(ii) similar treatment to all Subscribed Channels in all advertising material whereby Subscribed Channels' logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and

(iii) opportunity to the Subscribed Channels to participate in events and promotions that Affiliate undertakes.

23. MISCELLANEOUS:

(a) Confidentiality: Affiliate shall keep in strict confidence any Confidential Information received by it from Broadcaster and shall not disclose the same to any person, not being a party to this Agreement. Affiliate shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by Affiliate to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of Broadcaster and Affiliate shall not acquire any rights in the Confidential Information.

(b) Limitation of Liability:

(i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever. However, the limitation of liability shall not apply in case a Party infringes any intellectual property right(s) of the other Party and/or such Party is guilty of fraud and/or willful misconduct and/or gross negligence.

(ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

(iii) Broadcaster shall not be liable to Affiliate, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any direct and/or indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement.

(iv) Without prejudice to the foregoing, the maximum aggregate liability of Broadcaster for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fee that has actually been paid by Affiliate to Broadcaster for the immediately preceding three (3) months from the date of claim.

(v) In the event retransmission of the Subscribed Channels or any of its content in the Territory through Affiliate's Permitted Digital Distribution Platform requires any consent, permissions, approvals or licenses from any governmental or statutory authority, Broadcaster shall not be liable for the same and Affiliate shall at its sole cost and expense shall be responsible for obtaining all such necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities and maintaining the same throughout the Term.

(c) Force Majeure: Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to Affiliate/Broadcaster's Subscribers. In the event of a suspension of any obligation under this Clause, which extends beyond a period of one (1) month, the Party not affected may, at its option, elect to cancel those aspects of this Agreement.

(d) No Agency: Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with Broadcaster by virtue of this Agreement or by Broadcaster's delivery of the Subscribed Channels to Affiliate. This Agreement between Broadcaster and Affiliate is on principal to principal basis and is terminable in nature.

(e) No Waiver: The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

(f) Assignment:

(i) Notwithstanding anything contained in the Agreement or by operation of law or otherwise, Affiliate shall not have the right, without the prior written consent of Broadcaster, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party.

(ii) Broadcaster may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as Broadcaster *vis-à-vis* Affiliate.

(g) Indemnity and Third-Party Claims:

(i) Each Party shall keep and hold the other Party and such other Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any acts, omissions, misstatements or breach of any representations, warranties, undertakings of the defaulting Party.

(ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.

(iii) This Clause shall survive termination of the Agreement.

(h) Notices: All notices given hereunder shall be given in writing, by personal delivery, e-mail, courier, Speed Post or Registered Post A.D., at the correspondence address of Affiliate and the Broadcaster set forth in the Agreement, unless either party, at any time or times, designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent

address. Notice given by *(i)* personal delivery shall be deemed to have been delivered on the same day on which the personal delivery takes place, *(ii)* e-mail shall be deemed to have been delivered on the same day on which the e-mail is sent, unless a delivery-failure notification is received by the sender and *(iii)* courier or Speed Post or Registered Post A.D. shall be deemed to have been delivered on the 3rd (third) day from the date of dispatch of such courier or Speed Post or Registered Post, as applicable. All notices to Broadcaster shall *also* be addressed to the attention of "Head-Legal", Eenadu Television Private Limited, Ramoji Film City, Hyderabad, Ranga Reddy District – 501 512, Telangana.

(i) Severability: If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

(j) Survival: Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of Affiliate, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.

(k) Regulatory Intervention: In the event of any change in Applicable Laws or any final un-appealable order of any competent court or tribunal ("**Regulatory Intervention**") which would have a material adverse effect on either of the Parties, then Parties shall amend this Agreement in writing or execute fresh agreement to comply with such change. Parties agree that such amendment/fresh agreement shall be effective from the date of implementation of any such Regulatory Intervention.

(l) Governing Law and Jurisdiction: The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.

(m) Counterpart: This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

(n) Stamp Duty: Any stamp duty payable on this Agreement shall be borne by Affiliate. In the event such stamp duty is paid by Broadcaster then Affiliate shall reimburse the same to Broadcaster within 15 (fifteen) days of Broadcaster informing Affiliate of the same.

(o) Special Overriding Condition: Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to Broadcaster's challenge / right to challenge / impugn certain provisions of TRAI's notifications dated March 3, 2017, as amended. Broadcaster reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI's notifications dated March 3, 2017, as amended.

(p) Entire Understanding/Modifications: This Agreement along with its Annexures contains the entire understanding between the Parties with respect to the Channels/Subscribed Channels herein. The Parties are executing this Agreement in acceptance of the mutually agreed contents of this Agreement, out of their own free will, consent and volition and without any sort of force, coercion or any undue influence. This Agreement shall become binding on the Parties and enforceable at law only after counter signature by Broadcaster. Upon execution, this Agreement shall supersede all prior understandings between the Parties with respect to retransmission of the Subscribed Channel(s) on Affiliate's Permitted Digital Distribution Platform in the Territory. Any modification, variation, alteration and amendment of the provisions of this Agreement shall become effective only once the same has been captured in writing and executed by and both Parties.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the Agreement.

For Eenadu Television Private Limited Signature: _____ Name: _____ Title: _____
For _____ **[Name of Affiliate]** Signature: _____ Name: _____ Title: _____

_____ For Eenadu Television Private Limited

_____ For Affiliate

ANNEXURE A

Interconnect agreement dated _____ for the period commencing from _____ to _____, including amendments dated _____, _____, _____, (if any), executed between Eenadu Television Private Limited and Affiliate.

_____ _____

For Eenadu Television Private Limited For Affiliate

ANNEXURE B

TERRITORY

(a) Registered area of operation of Affiliate as mentioned in the registration granted by the Central Government:

(b) "**Territory**" means such areas in India which are listed in Column B below:

Column A	Column B	Column C	Column D	Column E
Sl. No.	**Territory**	**District**	**State / Union Territory**	**Head-end from which signals of Channels shall be retransmitted to this Territory**

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ANNEXURE C

LIST OF CHANNELS

Sl. No.	Channel Name	Genre (Language)	Language
1.	ETV Telugu	General Entertainment (Telugu)	Telugu
2.	ETV Cinema	Movies (Telugu)	Telugu
3.	ETV Plus	General Entertainment (Telugu)	Telugu
4.	ETV BalBharat SD	Kids	English, Hindi, Telugu, Tamil, Kannada, Malayalam, Marathi, Gujarati, Odia, Punjabi, Bengali and Assamese
5.	ETV Abhiruchi	General Entertainment (Telugu)	Telugu
6.	ETV Life	General Entertainment (Telugu)	Telugu
7.	ETV Andhra Pradesh	News & Current Affairs (Telugu)	Telugu
8.	ETV Telangana	News & Current Affairs (Telugu)	Telugu
9.	ETV Balbharat- Hindi	Kids	Hindi
10.	ETV BalBharat – English	Kids	English
11.	ETV HD	General Entertainment (Telugu)	Telugu
12.	ETV Cinema HD	Movies (Telugu)	Telugu
13.	ETV Plus HD	General Entertainment (Telugu)	Telugu
14.	ETV BalBharat HD	Kids	English, Hindi, Telugu, Tamil, Kannada, Malayalam, Marathi, Gujarati, Odia, Punjabi, Bengali and Assamese

Certain channels may have additional language feeds which may be continued / discontinued / replaced / substituted from time to time without any obligations towards the Affiliate.

ANNEXURE D

(I) A-LA-CARTE MRP AND A-LA-CARTE RTA OF CHANNELS

Assign (✓)against channel to mark selection or assign (X) against channel to mark non-selection[2]	Channel Name	MRP per subscriber per month (in Rs.)	A-la-Carte RTA per subscriber per month (in Rs.)	Nature of Channel
( )	ETV Telugu	19.00	15.20	Pay
( )	ETV Cinema	15.00	12.00	Pay
( )	ETV Plus	12.00	09.60	Pay
( )	ETV BalBharat SD	04.00	03.20	Pay
( )	ETV Abhiruchi	03.00	02.40	Pay
( )	ETV Life	02.00	01.60	Pay
( )	ETV Andhra Pradesh	02.00	01.60	Pay
( )	ETV Telangana	02.00	01.60	Pay
( )	ETV BalBharat Hindi	04.00	03.20	Pay
( )	ETV BalBharat English	04.00	03.20	Pay
( )	ETV HD	19.00	15.20	Pay
( )	ETV Cinema HD	19.00	15.20	Pay
( )	ETV Plus HD	16.00	12.80	Pay
( )	ETV BalBharat HD	06.00	04.80	Pay

(II) BOUQUETS OF CHANNELS ALONG WITH MRP AND RTA[3]

Assign (✔) against channel to mark selection or assign (X) against channel to mark non-selection	Bouquet Name	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet RTA per subscriber per month (in Rs.)
( )	ETV Family Pack	ETV Telugu ETV Cinema ETV Plus ETV BalBharat SD ETV Abhiruchi ETV Life ETV Andhra Pradesh ETV Telangana	34.00	27.20

[2]If Affiliate has not marked any selection, i.e., either tick(✓)**OR**cross (X) mark, against any channel, then it shall be deemed that Affiliate does not want to avail that channel.

[3]If Affiliate has not marked any selection, i.e., either tick (✓)**OR**cross (X) mark, against any bouquet, then it shall be deemed that Affiliate does not want to avail that bouquet

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Assign (✓) against channel to mark selection or assign (X) against channel to mark non-selection	Bouquet Name	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet RTA per subscriber per month (in Rs.)
( )	ETV HD Family Pack	ETV HD ETV Cinema HD ETV Plus HD ETV BalBharat HD ETV Abhiruchi ETV Life ETV Andhra Pradesh ETV Telangana	41.00	32.80
( )	ETV HD Family Pack -1	ETV HD ETV Cinema ETV Plus ETV BalBharat SD ETV Abhiruchi ETV Life ETV Andhra Pradesh ETV Telangana	41.00	32.80

<u>*The Bouquets where the Bouquet Name contains the word 'HD' also contains standard definition channels.</u>

Annexure E[4]

INCENTIVE PLANS ON A-LA-CARTE MRP OF SPECIFIED CHANNELS

(I) "**Specified Channels**" shall mean the channels listed in Column B of Table A of this Annexure E (from amongst the Subscribed Channels which have been subscribed by Affiliate on a-la-carte basis).

(II) "**Relevant Target Market**" with respect to each Specified Channel, shall mean the respective target market for such channel as listed in Column C of Table A of this Annexure E.

TABLE A

Specified Channels and respective Relevant Target Market

Column A	Column B	Column C
Sl. No.	**Channel Name**	**Relevant Target Market**
1	ETV BalBharat SD	All India
2	ETV BalBharat- Hindi	All India
3	ETV BalBharat – English	All India
4	ETV BalBharat HD	All India

(III) Qualification Criteria for obtaining incentives on a-la-carte MRP of Specified Channels–

(a) The applicable Specified Channel shall be placed at its respective defined Slab on the EPG of Affiliate's Permitted Digital Distribution Platform *(in terms of Table B of this Annexure E)*;and

(b) The applicable Specified Channel(s) and their respective Competing Channel(s) *(in terms of Table B of this Annexure E)* shall be placed consecutively in the EPG and also allocates consecutive LCNs to the Specified Channels and their respective Competing Channels;

(c) Affiliate provides Broadcaster with the Entitlement Report for the concerned month, in accordance with the provisions of this Agreement; and

(d) Affiliate fulfills Payment and all other terms and conditions of this Agreement in a timely manner.

(IV) **Incentive Plan:**

(a) Affiliate shall be considered entitled to avail 15% (fifteen percent) incentive on the a-la-carte MRP of the Specified Channels if the applicable Specified Channel(s) is / are received by minimum 70% (seventy percent) of Affiliate's Active Subscriber Base in the respective Relevant Target Market *(in terms of Column C of Table A of this Annexure E)*.

(b) For the purpose of this Annexure E while determining Affiliate's Active Subscriber Base for the Specified Channel as mentioned in Clause IV(a) above the Active Subscribers subscribing to both SD and HD version of the applicable channel shall be clubbed together.

(c) Further while determining Active Subscriber Base of the applicable channel subscribers subscribing to such channel on a-la-carte basis as well as bouquet basis shall be considered and the incentive shall be offered on **Proportionate Revenue** (*as explained in Calculation of Incentive Clause (V) of this Annexure E*) from such Channel(s) as a-la-carte and as part of bouquet.

(V) **Calculation of Incentive:**

(a) For determining Affiliate's eligibility for incentive on any Specified Channel(s) the Broadcaster's Subscribers receiving such channel on a-la-carte basis as well as part of applicable Subscribed bouquet shall be considered on combined basis, (in case such channel is also forming part of any Broadcaster's Bouquet), provide all other terms and conditions of this Annexure E are being fulfilled. In this case, the incentive for the combined subscription attained will be calculated in proportion to the Channel's revenue on a-la-carte basis as well as in a bouquet, i.e. on the a-la-carte MRP and the '**Relative Price**' of the channel forming part of the applicable bouquet, respectively.

(b) **Relative Price** of channel forming part of bouquet shall be calculated as Bouquet MRP of the applicable bouquet ***multiplied by*** A-la-carte MRP of the applicable channel forming part of such bouquet ***divided by*** Sum of a-la-carte MRP of channels forming part of such bouquet.

Proportionate Revenue of Channel shall be calculated as = (A-la-carte MRP of such Channel ***multiplied by*** Broadcaster's Subscribers subscribing to such channel on a-la-carte basis) ***Plus*** (**Relative Price** of such channel forming part of bouquet ***multiplied by*** Broadcaster's Subscribers subscribing to such channel as part of the applicable bouquet). Eligible incentive for such channel shall be calculated as **Proportionate Revenue** of applicable Channel (as calculated above) ***multiplied by*** prescribed incentive percentage.

[4]It is clarified that there is no obligation on Affiliate to opt for this Penetration Volume incentive any Incentive Plan offered under this Annexure E for availing signals of the Channels.

Table B
Specified Channels, Genre and Relative Positioning Slabs

Sr. No.	Column A	Column B	Column C	Column D
	Channel Name	**Genre**	**Competing Channels**	**Slab**
1	ETV BalBharat SD	Kids	Disney Channel, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5
2	ETV BalBharat HD	Kids	Disney Channel HD, Hungama TV, Cartoon Network HD, POGO, Nick HD+, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5
3	ETV BalBharat - Hindi	Kids	Disney, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top-5
4	ETV BalBharat – English	Kids	Disney, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5

General Terms & Conditions

(VI) If Affiliate fails to fulfill any of the applicable terms and conditions of the Incentive Plan under *this Annexure E* at any time during a month of the Term, then Affiliate shall not be entitled to avail the respective incentive under this Incentive Plan during such particular month.

(VII) During Audit, Broadcaster shall be entitled to access the records, SMS, CAS and related systems of Affiliate's Permitted Digital Distribution Platform in order to determine the correctness of the Entitlement Reports submitted by Affiliate in terms of this Agreement.

(VIII) Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, and add any of the terms and conditions of these Incentive Plans at its sole discretion. In addition, Broadcaster at its sole discretion may amend the Incentive Plans *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed Channel, or (iii) in case of conversion of a channel from pay to FTA.

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ANNEXURE F[5]

INCENTIVE PLAN ON MRP OF SUBSCRIBED BOUQUETS

(I) "**Relevant Target Market**", with respect to each Bouquet, shall mean the respective target market for such Bouquets as listed in Column B of Table 1 of this Annexure F.

TABLE 1

Relevant Bouquets and respective Relevant Target Market

Column A	Column B
Relevant Bouquet	**Relevant Target Market**
ETV Family Pack	Andhra Pradesh and Telangana
ETV HD Family Pack	Andhra Pradesh and Telangana
ETV HD Family Pack - 1	Andhra Pradesh and Telangana

(II) Qualification Criteria for obtaining incentives on MRP of Subscribed Bouquets–

i. All Channel(s) forming part of the Subscribed Bouquet(s) are placed at their respective defined Slab (in terms of Column D of Table 2 of this Annexure F) on the EPG of Affiliate's Permitted Digital Distribution Platform; and

ii. Affiliate places all channels forming part of the Subscribed Bouquets and their respective Competing Channel(s) (in terms of Column C of Table 2 of this Annexure F) consecutively in the EPG and also allocates consecutive LCNs to such channels and their respective Competing Channels.

iii. Affiliate provides Broadcaster with the Entitlement Report for the concerned month, in accordance with the provisions of this Agreement; and

iv. Affiliate fulfills Payment and all other terms and conditions of this Agreement in a timely manner.

(III) **Incentive Plan:**

(a) Affiliate shall be considered entitled to avail 15% (fifteen percent) incentive on the MRP of applicable Subscribed Bouquet(s) once all Channel(s) forming part of the Subscribed Bouquet(s) is/are received by minimum 85% (eighty-five percent) of total Affiliate's Active Subscriber Base in the applicable Relevant Target Markets. for such Bouquet(s) (as mentioned in Column B of Table 1 of this Annexure F).

(b) For the purpose of this Annexure F while determining Affiliate's Active Subscriber Base for Channel forming part of the Subscribed Bouquet as mentioned in Clause III(a) above the Active Subscribers subscribing to both SD and HD version of the applicable channel shall be clubbed together.

(c) Further while determining Active Subscriber Base of the applicable any channel out of Specified Channels as listed in Annexure E of this Agreement the subscribers subscribing to such applicable Specified Channel on a-la-carte basis as well as on bouquet basis shall be considered together and the incentive shall be offered on **Proportionate Revenue** (*as explained in Calculation of Incentive Clause (IV) of this Annexure F*) from such Specified Channel(s) as a-la-carte and as part of bouquet.

(IV) **Calculation of Incentive:**

(a) For determining Affiliate's eligibility for incentive on any Specified Channel(s) the Broadcaster's Subscribers receiving such channel on a-la-carte basis as well as part of applicable Subscribed bouquet shall be considered on combined basis. (provided all other terms and conditions of this Annexure F are being fulfilled). In this case, the incentive for the combined subscription attained will be calculated in proportion to the Channel's revenue on a-la-carte basis as well as in a bouquet, i.e., on the a-la-carte MRP and the '**Relative Price**' of the channel forming part of the applicable bouquet, respectively.

(b) **Relative Price** of channel forming part of bouquet shall be calculated as Bouquet MRP of the applicable bouquet ***multiplied by*** A-la-carte MRP of the applicable channel forming part of such bouquet ***divided by*** Sum of a-la-carte MRP of channels forming part of such bouquet.

(c) **Proportionate Revenue** of Channel shall be calculated as = (A-la-carte MRP of such Channel ***multiplied by*** Broadcaster's Subscribers subscribing to such channel on a-la-carte basis) ***Plus*** (**Effective Price** of such channel ***multiplied by*** Broadcaster's Subscribers subscribing to such as part of the applicable bouquet).

(d) Eligible incentive for such channel shall be calculated as **Proportionate Revenue** of applicable Channel (as calculated above) ***multiplied by*** Prescribed incentive percentage.

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TABLE 2
Relative Positioning Slabs

Sr. No.	Column A Channel Name	Column B Genre	Column C Competing Channels	Column D Slab
1	ETV Telugu	General Entertainment (Telugu)	Gemini TV, Zee Telugu, Star Maa and channels of similar language and genre/ sub-genre	Top 2
2	ETV Cinema	Movies (Telugu)	Gemini Movies, Zee Cinemalu, Star Maa Movies and channels of similar language and genre/ sub-genre	Top 2
3	ETV Plus	General Entertainment (Telugu)	Gemini TV, Zee Telugu, Star Maa and channels of similar language and genre/ sub-genre	Top 5
4	ETV BalBharat SD	KIDS	Disney, Hungama TV, Cartoon, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5
5	ETV Abhiruchi	General Entertainment (Telugu)	Gemini TV, Zee Telugu, Star Maa and channels of similar language and genre/ sub-genre	Top 10
6	ETV Life	General Entertainment (Telugu)	Gemini TV, Zee Telugu, Star Maa and channels of similar language and genre/ sub-genre	Top 12
7	ETV Andhra Pradesh	News & Current Affairs (Telugu)	TV9, NTV, TV5, ABN Andhra Jyothi, Sakshi News and channels of similar language and genre/ sub-genre	Top 3
8	ETV Telangana	News & Current Affairs (Telugu)	TV9, T News, TV5 News, NTV, V6, ABN Andhra Jyothi, Sakshi news and channels of similar language and genre/ sub-genre	Top 3
9	ETV HD	General Entertainment (Telugu)	Gemini TV HD, Zee Telugu HD, Star Maa HD and channels of similar language and genre/ sub-genre	Top 2
10	ETV Cinema HD	Movies (Telugu)	Gemini Movies HD, Zee Cinemalu HD, Star Maa Movies HD and channels of similar language and genre/ sub-genre	Top 2
11	ETV Plus HD	General Entertainment (Telugu)	Gemini TV HD, Zee Telugu HD, Star Maa HD and channels of similar language and genre/ sub-genre	Top 5
12	ETV BalBharat HD	KIDS	Disney, Hungama TV, Cartoon, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5

(V) **GENERAL TERMS**

(i) If Affiliate fails to fulfill any of the terms and conditions of Incentive Plan under this Annexure F at any time during a month of the Term, then Affiliate shall not be entitled to avail the incentive during such particular month.

(ii) During Audit, Broadcaster shall be entitled to access the records, SMS, CAS and related systems of the Affiliate's Permitted Digital Distribution Platform in order to determine the correctness of the Entitlement Reports submitted by Affiliate in terms of this Agreement.

(iii) Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of these Incentive Plans at its sole discretion. In addition, Broadcaster at its sole discretion may amend the Incentive Plans *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed Channel, or (iii) in case of conversion of a channel from pay to FTA.

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ANNEXUREG

[Note: Please incorporate similar Annexures and mark them as Annexure G1, Annexure G2and so on and so forth (as applicable) for each headend of Affiliate's Permitted Digital Distribution Platform]

(I) Headend/installation address of Broadcaster's STBs and CAS and SMS of Affiliate's Permitted Digital Distribution Platform:

_____

City / Town: _____

District: _____

State / Union Territory: _____

PIN Code: _____

(II) Details of Broadcaster's STBs installed at the headend/installation address (*Details to be filled in only for the Subscribed Channels*)

Sr. No.	Channel Name	Digital Satellite Receiver No.	Viewing Card No.
1	ETV Telugu		
2	ETV Cinema		
3	ETV Plus		
4	ETV BalBharat SD		
5	ETV Abhiruchi		
6	ETV Life		
7	ETV Andhra Pradesh		
8	ETV Telangana		
9	ETV BalBharat- Hindi		
10	ETV BalBharat – English		
11	ETV HD		
12	ETV Cinema HD		
13	ETV Plus HD		
14	ETV BalBharat HD		

_____ _____

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ANNEXURE H

TECHNICAL SPECIFICATIONS

Specifications for Set-Top-Boxes (STBs), Fingerprinting & Conditional Access System (CAS) & Subscribers Management System (SMS)

A) Conditional Access System (CAS) and Subscriber Management System (SMS):

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.
   Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
   Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the Active Subscriber base of the distributor within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing Subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the Subscribers such as:
    (a) Unique customer identification (ID)
    (b) Subscription contract number
    (c) Name of the subscriber
    (d) Billing address
    (e) Installation address
    (f) Landline telephone number
    (g) Mobile telephone number
    (h) E-mail address
    (i) Channels, bouquets and services subscribed
    (j) Unique STB number
    (k) Unique VC number.
12. The SMS should be capable of:
    (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
    (b) Locating each and every STB and VC installed.
    (c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
    (i) The total number of registered subscribers.
    (ii) The total number of active subscribers.
    (iii) The total number of temporary suspended subscribers.
    (iv) The total number of deactivated subscribers.
    (v) List of blacklisted STBs in the system.
    (vi) Channel and bouquet wise monthly subscription report in the prescribed format.
    (vii) The names of the channels forming part of each bouquet.
    (viii) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
    (ix) The name of a-la carte channel and bouquet subscribed by a subscriber.
    (x) The ageing report for subscription of a particular channel or bouquet.

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
16. It shall be possible to generate the following reports from the logs of the CAS:
    (a) STB-VC Pairing / De-Pairing
    (b) STB Activation / De-activation
    (c) Channels Assignment to STB
    (d) Report of the activations or the deactivations of a particular channel for a given period.
17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to Broadcasters by the distributor.
20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.
21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

B) Fingerprinting:

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after coming into effect of these Amendment regulations shall support the covert finger printing.
3. The finger printing should not be removable by pressing any key on the remote of STB.
4. The finger printing should be on the top most layer of the video.
5. The fingerprinting should not get invalidated by use of any device or software.
6. The finger printing should be such that it can identify the unique STB number or the unique VC number.
7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled. Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only.

C) Set Top Box (STB):

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Head-end.
5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

ANNEXURE I
SUBSCRIBER REPORT FORMAT

[To be submitted separately for each headend/installation addressor earth station (as the case may be) and each applicable State/Union Territory as per the Territory*]*

(I) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE ON A-LA-CARTE BASIS: Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Broadcaster's Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5) +(6)] / (4)
1						
2						

(II) SUBSCRIBED BOUQUET(S) OFFERED BY AFFILIATE ON STAND ALONE BASIS: Average Broadcaster's Subscriber Base of each Subscribed Bouquet shall be arrived at, by averaging the number of subscribers subscribing such Subscribed Bouquet recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Bouquet(s)	Name of constituent Channels of the Subscribed Bouquet(s)	Number of subscribers of the Subscribed Bouquet(s) on 7th day of the month	Number of subscribers of the Subscribed Bouquet(s) on 14th day of the month	Number of subscribers of the Subscribed Bouquet(s) on 21st day of the month	Number of subscribers of the Subscribed Bouquet(s) on 28th day of the month	Average Broadcaster's Subscriber Base of the Subscribed Bouquet(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6) +(7)] / (4)
1							
2							

(III) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE IN PACKAGES: Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing Package consisting of such channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the channels from amongst the Subscribed Channel	Name of Package consisting of the channel from amongst Subscribed Channel	Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 7th day of the month	Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 14th day of the month	Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 21st day of the month	Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 28th day of the month	Average Broadcaster's Subscriber Base of the channels from amongst Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5) +(6)+(7)] / (4)
1							
2							

For Eenadu Television Private Limited

For Affiliate

(IV) SUBSCRIBED BOUQUET IS OFFERED BY AFFILIATE IN PACKAGES: Average Broadcaster's Subscriber Base of each Subscribed Bouquet shall be arrived at, by averaging the number of subscribers subscribing to Package consisting of such Subscribed Bouquet recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Affiliate Package	Name of the Subscribed Bouquet(s)	Name of constituent Channels of the Subscribed Bouquet(s)	Number of subscribers of the Package consisting of Subscribed Bouquet on 7th day of the month	Number of subscribers of the Package consisting of Subscribed Bouquet on 14th day of the month	Number of subscribers of the Package consisting of Subscribed Bouquet on 21st day of the month	Number of subscribers of the Package consisting of Subscribed Bouquet on 28th day of the month	Average Broadcaster's Subscriber Base of the Subscribed Bouquet(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+(7)+(8)] / (4)
1								
2								

ANNEXURE J
ENTITLEMENT REPORT FORMAT

[To be submitted separately for each headend/installation address or earth station (as the case may be) and relevant target market and each applicable State/Union Territory as per the Territory*]*

(I) Entitlement Report for Penetration Incentive: Average Affiliate's Active Subscriber Base (separately for SD and HD Channels) shall be arrived at, by averaging the number of Active Subscribers recorded four (4) times in a calendar month, as provided in the table below. The number of Active Subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

A. Affiliate's Active Subscriber Base for SD and HD Channels

Sl. No.	Particular	Number of subscribers on 7th day of the month	Number of subscribers on 14th day of the month	Number of subscribers on 21st day of the month	Number of subscribers on 28th day of the month	Average Affiliate's Active Subscriber Base
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5)+(6)] / (4)
1	Affiliate's Active Subscriber Base, subscribing To Only SD Channels available on Affiliate's Permitted Digital Distribution Platform					
2	Affiliate's Active Subscriber Base, subscribing HD Channels available on Affiliate's Permitted Digital Distribution Platform					

B. Affiliate's Total Active Subscriber Base

Sl. No.	Particular	Number of unique subscribers on 7th day of the month	Number of unique subscribers on 14th day of the month	Number of unique subscribers on 21st day of the month	Number of unique subscribers on 28th day of the month	Average Affiliate's Active Subscriber Base
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5)+(6)] / (4)
1	Affiliate's Active Subscriber Base					
2	Total Number of Affiliate's Subscribers subscribing to channels on a-la-carte basis					
3	Total Number of Affiliate's Subscribers subscribing to Packages/Bouquets					

For Eenadu Television Private Limited

For Affiliate

(II) **Entitlement Report for LCN Incentive:**

Sl. No.	Channel Name	Genre (Language)	LCN Number	LCN Rank
	ETV Telugu	General Entertainment (Telugu)		
	ETV Cinema	Movies (Telugu)		
	ETV Plus	General Entertainment (Telugu)		
	ETV BalBharat SD	Kids		
	ETV Abhiruchi	General Entertainment (Telugu)		
	ETV Life	General Entertainment (Telugu)		
	ETV Andhra Pradesh	News & Current Affairs (Telugu)		
	ETV Telangana	News & Current Affairs (Telugu)		
	ETV BalBharat- Hindi	Kids		
	ETV BalBharat – English	Kids		
	ETV HD	General Entertainment (Telugu)		
	ETV Cinema HD	Movies (Telugu)		
	ETV Plus HD	General Entertainment (Telugu)		
	ETV BalBharat HD	Kids		

ANNEXURE K
SCOPE OF AUDIT

THE SCOPE OF AUDIT SHALL INCLUDE THE ACCESS TO ALL THE FOLLOWING:

SCOPE OF WORK FOR AUDIT

The intent of the audit is to ensure that Affiliates systems are fully compliant with all regulatory requirements and the Accuracy of Subscriber Reports and Entitlement Reports (*i.e. all customers subscribing/viewing the channels are being reported*). The audit shall include the following:

(a) All Headend Audit
(b) CAS Audit
(c) SMS Audit including subscriber report and entitlement reports
(d) CAS integration with SMS
(e) STB Audit
(f) Distribution Network audit including Territory/areas covered, as applicable.
(g) Anti-piracy measures
(h) Broadcasters IRDs physical verification and their respective status
(i) TS Analysis at Headend & on field.
(j) Compliance with contractual commitments as per interconnect agreement
(k) Compliance tests as per Annexure Q

I. Head End Audit

(a) Perform walk-through of all head-end/s and sub-headeends if any of every distribution network of Affiliate
(b) Obtain network diagram
(c) Check the digital channels Encrypted
(d) Number of CA systems installed at each headend & the version of each CAS
(e) Number of channels configured on each CAS
(f) Number of Transport Streams
(g) Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX.
(h) Check MUX configuration to validate number of Transport Streams ("TS") configured with SID, scrambling status of each SID and ECM and EMM configuration. (MUX-TS Stream-No. of ECM & EMM configured)
(i) Take screenshot of all TS streams from MUX
(j) Take information of QAMs installed
(k) Obtain & record to confirm EPG, LCN etc. details
(l) Confirm insertion of watermarking network logo for all channels from encoder

II. CAS AUDIT

Affiliate to provide all below information correctly;

(a) Make & version of CAS installed at Head End/sub headends.
(b) CA system certificate to be provided by Affiliate.
(c) CAS version installed should not have any history of hacking, certificate from CAS vendor required.
(d) It shall not be possible to alter the data and logs recorded in the CAS
(e) The CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
(f) The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
(g) The CAS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
(h) The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
(i) It shall be possible to generate the following reports from the logs of the CAS:
    (i) STB-VC Pairing / De-Pairing
    (ii) STB Activation / De-activation
    (iii) Channels Assignment to STB
    (iv) Report of the activations or the deactivations of a particular channel for a given period.
(j) The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
(k) CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/Scrolls.
(l) CAS should be able to generate active/deactivate report channel wise/package wise.
(m) STB's & cards to be uniquely paired from Affiliate before distributing box down the line /LCO.

(n) Affiliate to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to Broadcaster by means of a fresh undertaking.
(o) Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Affiliate.
(p) CA system should have the capability of providing history of all actions taken for last 2 years.

III. <u>SMS AUDIT</u>

(a) All product authorization must be from SMS only.
(b) SMS and CAS should be fully integrated.
(c) The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
- Unique customer identification (ID)
- Subscription contract number
- Name of the subscriber
- Billing address
- Installation address
- Landline telephone number
- Mobile telephone number
- E-mail address
- Channels, bouquets and services subscribed
- Unique STB number
- Unique VC number.

(d) The SMS should be capable of:
  (i) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
  (ii) Locating each and every STB and VC installed.
  (iii) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
(e) The SMS should be capable of generating reports, at any desired time about:
  (i) The total number of registered subscribers. (with city/state)
  (ii) The total number of active subscribers. (with city, State)
  (iii) The total number of temporary suspended subscribers. (with city/state)
  (iv) The total number of deactivated subscribers. (with city/state)
  (v) List of blacklisted STBs in the system.
  (vi) Channel and bouquet wise monthly subscription report in the prescribed format. (with city/State)
  (vii) The names of the channels forming part of each bouquet.
  (viii) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
  (ix) The name of a-la carte channel and bouquet subscribed by a subscriber. (with city/state)
  (x) The ageing report for subscription of a particular channel or bouquet.
(f) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
(g) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
  (i) Unique Subscriber ID
  (ii) Subscriber Contract Details – No, Term, Date, Name, Address & contact details
  (iii) Hardware details
(h) Review the subscribers activation/ de-activation history in the SMS system
(i) Validate if the SMS is integrated with the Conditional Access ("CA") system.
(j) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
(k) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
(l) Review if the system supports the Finger Printing (both overt and covert) and Scroll features at Box level, Customer account level as well as Global level.
(m) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
(n) Validate if the LCO is attached to a Subscriber
(o) Review the Electronic Programming Guide to check LCN/CDN and genre of all Subscribed Channels.
(p) Review the various packages programmed in the Systems with respect to the subscriber reports and entitlement report submitted to Broadcaster.
(q) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
(r) Review of the following reports are supported by SMS & CA System:
  (i) Total no of Subscribers – active & de-active separately
  (ii) De-active subscribers with ageing
  (iii) Subscribed Channel wise Subscribers – total

(iv) Subscribed Channel wise Subscribers – split by package
(v) Package / channel details
(vi) Subscriber/Revenue Reports by State/City
(vii) No of packages/services offered
(viii) List of channels
(ix) Channels along with Rate Card Options offered with details of active Subscribers
(x) Historical data reports
(xi) Free / demo Subscribers details
(xii) Exception cases – active only in SMS or CA system

IV. STB AUDIT

(a) All STB should be individually paired in advance with unique smart card at central warehouse of Affiliate before handing over to LCO or down the line distribution.
(b) All STBs should have a Conditional Access System.
(c) The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
(d) The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
(e) The STB should be individually addressable from the Head-end.
(f) The STB should be able to receive messages from the Head-end.
(g) The messaging character length should be minimal 120 characters.
(h) There should be provision for global messaging, group messaging and the individual STB messaging.
(i) The STB should have forced messaging capability including forced finger printing display.
(j) The STB must be compliant to the applicable Bureau of Indian Standards.
(k) The STBs should be addressable over the air to facilitate OTA software upgrade.
(l) The STBs with facilities for recording the programs shall have a copy protection system.
(m) The STB outputs should have the following copy protections:
(i) Macro vision 7 or better on Composite video output.
(ii) Macro vision 7 or better on the Component Video output.
(iii) HDCP copy protection on the HDMI & DVI output.
(iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

(n) **Fingerprinting:**
(i) The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
(ii) The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
(iii) The STB should support both visible and covert types of finger printing.
(iv) The finger printing should not be removable by pressing any key on the remote of STB.
(v) The finger printing should be on the top most layer of the video.
(vi) The finger printing should be such that it can identify the unique STB number or the unique VC number.
(vii) The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
(viii) The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
(ix) The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
(x) The finger printing should be possible on global as well as on the individual STB basis.
(xi) The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
(xii) Scroll messaging should be only available in the lower part of the screen.
(xiii) The STB should have a provision that finger printing is never disabled.
(xiv) The watermarking network logo for all pay channels shall be inserted at encoder end only.

V. DISTRIBUTION NETWORK AUDIT

Affiliate should provide below information in detail;
(a) Territory/areas covered
(b) Details of sub headends if any.
(c) Detalis of Additional CAS & SMS located at sub headends and its integration
(d) Fiber network details
(e) Details of LCO connected.

(f) Affiliate to facilitate for a visit to 2-3 sample cities/LCOs (last mile) to ascertain whether any additional CAS is added on the ground or services are run in unencrypted mode or broadcaster channels are being added at LCOs end.

VI. COMMERCIAL AUDIT

(a) Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.

(b) Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
- Customer acquisition
- Provisioning of the subscriber in authentication, billing and SMS system
- Scheme / package change request process
- Customer Retention process, if any
- Deactivation and churn process

(c) Understand/ Verify the various schemes / packages being offered to customers
- Obtain details of all approved schemes / packages and add on which are being offered to customers
- Interactions with Affiliate's marketing and sales team on how the various channels are being marketed
- Any special marketing schemes or promotions
- Details of the consumers subscribing to the various schemes/ packages, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

(d) Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report/entitlement report generation process):
- Generation of reports for subscriber declaration for channels / bouquets
- Any reconciliations / checks /adjustments carried out before sending the declarations

(e) Analyze declaration reports on a sample basis:
- Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
- Analyze the computation of average subscribers
- Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

(f) Analysis of the following -:
- Input and change controls of customer data into SMS
- SMS user access controls – authentication, authorization and logging
- Analyze system logs to identify any significant changes or trail of changes made
- Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
- Review the system logic for the reports which are inputs to Broadcaster declarations
- Channel allocation/fixation to a particular LCN/CDN
- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
- Sample of activation and deactivation request logs
- Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
- Confirmation of the numbers on the middle of the month on any random chosen dates (report to be taken in front of the auditors/ rep)
- Live Demo of the queries being put in to the system to generate different reports.
- List of CAS and SMS used by Affiliate. In case more than one CAS and SMS system (multiple systems) is used by Affiliate, then understand synchronization between multiple CAS and SMS and analyze how the subscriber details are captured, reported and invoiced.

VII. DATA REQUIREMENT DURING AUDIT

Below is an indicative list of data which shall be extracted from the DPOs' systems' during the audit:

(a) As-on-date active and de-active STB and VC details with city/state (from both SMS & CAS system)
(b) As-on-date package-wise active STB and VC details with city/state (both SMS & CAS system)
(c) Month-end active and deactive STB and VC details with city/state (both SMS & CAS)
(d) Channel to package mapping along with service ID (with creation, modification and discontinue date) from SMS & CAS
(e) All transaction logs and package composition change logs from CAS & SMS server for 2 years.
(f) Broadcaster reports (past reports furnished to Broadcasters to be regenerated during audit for entire audit period) from SMS system to validate Broadcaster reports submitted by DPO.
(g) As on date channel composition of packages
(h) Channel composition of packages for historical period (audit period)

(i) Transaction logs and package composition change logs (all actions performed for the last 2 years) like activation, de-activation, suspensions and other commands with date and time stamp
(j) Inventory of all the VC/UA/Mac ID from the SMS server for the last 2 years.
(k) Affiliate response on initial questionnaire on system review – Annexure R

Guidelines for extraction of above data:
(a) Affiliate to declare and provide all admin/super admin login access to CAS & SMS servers
(b) Affiliate to allow to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
(c) Affiliate to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
(d) All data from CAS and SMS server should be extracted by Affiliate/auditor in such a manner that no STB/VC is left out from the database.
(e) Data extraction queries scripts and explanation of terminology to be preserved and also provided to Broadcasters along with the audit report
(f) Affiliate should not put any filters (if any) that are being applied to either exclude data of other Affiliates, or even exclude data of certain geographical areas that may have a bearing on the overall count of the subscriber numbers.

ANNEXURE L
AFFILIATE'S ANTI-PIRACY OBLIGATIONS

1. General

1.1 Affiliate shall take all necessary actions to prevent any unauthorized access to the channels through its Permitted Digital Distribution Platform.

2. STBs, VCs, Systems and Procedures

2.1 In order to ensure that each STB is capable of being used for Fingerprinting, Affiliate shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2 Affiliate represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by Affiliate or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, Affiliate:

2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;

2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;

2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;

2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;

2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and

2.2.7 de-authorizing any STB or VC that is found outside the Territory or in the possession of a person who is not a bona fide Subscriber.

2.3 Affiliate represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other operator.

2.4 Affiliate represents, warrants and undertakes that all installations of STBs and VCs are done directly by Affiliate or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, Affiliate's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

2.4.1 Name;

2.4.2 Installation address;

2.4.3 Billing address (if different);

2.4.4 Telephone number of the installation address, where applicable;

2.4.5 Subscriber's unique subscriber reference or subscription agreement number;

2.4.6 Channels /Bouquets that have been selected;

2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;

2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);

2.4.9 Name and unique reference number of the installer (if different from the dealer);

2.4.10 VC number; and

2.4.11 Unique STB number.

2.5 Affiliate agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Subscribed Channels can be accessed from addresses which are:

2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or

2.5.2 outside the Territory; or

2.5.3 that of a cable head end or any other distributor of such Channel.

2.6 In order to ensure that the VC is only activated for bone fide Subscribers, Affiliate further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.

2.7 Affiliate represents warrants and undertakes that it's SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

3.1 Affiliate shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by Broadcaster and as reasonably requested from time to time.

3.2 Affiliate shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by Affiliate or by Broadcaster.

3.3 Affiliate shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.

3.4 Affiliate shall ensure that the following processes shall be deployed to keep a heck on piracy and misuse of signals of the Subscribed Channels:

3.4.1 The Subscribed Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;

3.4.2 Fingerprinting to be provided by Affiliate on the Subscribed Channels, as per the scheme provided by Broadcaster; Broadcaster shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

4.1 Affiliate shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 Affiliate represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

4.3 Affiliate agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

4.4 Affiliate undertakes that it shall furnish the details of encryption system of Affiliate's Permitted Digital Distribution Platform used for encrypting signals of channels available on Affiliate's Permitted Digital Distribution Platform and undertakes that the same encryption system shall be used for scrambling signal of the Subscribed Channels for their retransmission.

4.5 Affiliate further undertakes that as and when Affiliate gives effect to any material changes to Affiliate's Permitted Digital Distribution Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, Affiliate shall forthwith provide written intimation of such change to Broadcaster. If Broadcaster suggests reasonable modifications to be given effect to the modified security and encryption technology, then Affiliate shall consider shall suggestion for implementation.

5. Piracy, piracy reports and prevention

5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:

5.1.1 Any VC or STB is being located, supplied or sold outside the Territory,

5.1.2 Any of the Subscribed Channels are being viewed via a VC or STB by a third party that is not a Subscriber,

5.1.3 A VC is being used for viewing the Subscribed Channels anywhere other than the registered address of a Subscriber, or

5.1.4 A VC and/or STB are being used by a cable operator or other distributor to distribute any of the Subscribed Channels (each, a "**Piracy Event**").

5.2 If Broadcaster or Affiliate becomes aware of a Piracy Event, then Affiliate shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Subscribed Channels or signals thereof.

5.2.1 In the event Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Affiliate shall provide all reasonable assistance to Broadcaster to prevent or combat such Piracy Event.

5.2.2 If Affiliate wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Broadcaster, where Broadcaster shall be one of the parties to such action, it shall notify Broadcaster in writing and seek Broadcaster's prior written consent. Where Broadcaster consents to Affiliate taking legal or other action on behalf of Broadcaster, Affiliate shall keep Broadcaster fully informed of the progress of such action. Affiliate shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its affiliates without the prior written consent of Broadcaster.

5.3 Affiliate agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.

5.4 Affiliate shall investigate and report to Broadcaster any detected incidents of copying, transmitting, exhibiting or other illegal use of the Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of Broadcaster's STBs that enable access to the Subscribed Channels.

ANNEXURE M

CAS DECLARATION FORM (ON THE LETTERHEAD OF THE CAS COMPANY)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, address at _____ having its headend at _____ has installed Conditional Access System (CAS) from our company for its digital addressable cable television platform.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____ NETWORK ID: _____

Location of CAS servers (Database server, ECMG, EMMG) : _____

Server time format:_____

With respect to the CAS installed at above mentioned headend and in terms of Schedule-III and Schedule IX of **THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI,** we confirm that the current version of CAS does not have any history of hacking.

1. It shall not be possible to alter the data and logs recorded in the CAS.
2. All activation and deactivation of STBs are done via SMS which is integrated with our CAS
3. The CAS has a capability of individually addressing subscribers, for the purpose of generating reports, on a channel by channel and STB by STB basis.
4. The CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
5. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting does not get invalidated by use of any device or software.
6. The CAS has the capacity to activate or deactivate services or STBs of at least 10% of the subscriber base of this customer's distribution network within 24 hours.
7. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
8. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
9. This CAS is independently capable of generating log of all activations and deactivations.
10. This CAS is able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
12. The CAS has a facility to generate the following reports from the logs:
    a. STB-VC Pairing / De-Pairing
    b. STB Activation / De-activation
    c. Channels Assignment to STB
    d. Report of the activations or the deactivations of a particular channel for a given period

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this CAS system.

Thanking you,

For (CAS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

_____ _____

For Eenadu Television Private Limited For Affiliate

ANNEXURE N

SMS DECLARATION FORM (ON THE LETTERHEAD OF THE SMS COMPANY)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its registered office address at _____ and having its headend at _____ has installed SMS from our Company for its digital addressable cable television platform.

Date of SMS Installation: _____ Location of SMS servers: _____

SMS Version: _____ Server time format:_____

With respect to the SMS installed at above mentioned headend and in terms of Schedule-III and Schedule IX of THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI, we confirm the following:

1. The SMS has the capacity to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.
2. The SMS has the technical capability in India to be able to maintain our systems on 24x7 basis through the year.
3. The SMS system is able to provide monthly log of activation and deactivation on particular channel or on a particular Bouquet / Subscriber Package.
4. The SMS is capable of individually addressing subscribers, for the purpose of generating reports, on a channel by channel and STB by STB basis,
5. This SMS is independently capable of generating log of all activations and deactivations.
6. The SMS is independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands. (As per period of service).
7. It shall not be possible to alter the data and logs recorded in the SMS
8. The SMS and the CAS has been integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this SMS system.

Thanking you,

For (SMS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

_____ _____

For Eenadu Television Private Limited For Affiliate

ANNEXURE O
EXECUTION REQUIREMENTS

1. If Affiliate is an individual or a sole proprietor:

(i) Photograph of the proprietor of the Applicant firm.
(ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
(iii) Self-attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
(iv) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

2. If Affiliate is a partnership firm:

(i) Certified true copy of the registered Partnership Deed.
(ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
(iii) Photograph of the signatory.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

3. If Affiliate is a company:

(i) The Certificate of Incorporation – certified by the Company Secretary /Director.
(ii) Memorandum and Articles of Association of the company.
(iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Photograph of the signatory.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

4. If Affiliate is a Hindu Undivided Family "HUF"

(i) The photograph of the Karta.
(ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
(iii) The names of all coparceners and his/her relationship with the Karta.
(iv) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
(v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

5. If Affiliate falls into the "Other" category

(i) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.
(ii) Such documents as may be required by Broadcaster.

ANNEXURE P

Customer Information Update Form					
Customer name *(Legal Entity Name)*					
Constitution of Business					
PAN					
GST Registration Category					
In case it is not applicable or is exempted, the following information is required					
Contact Person					
Telephone Number					
Email ID					
In case single registration is obtained, the following information is required:					
Billing Address:					
City					
PIN code		State		State code	
GST registration status					
Registration migration status (GST)					
Date of registration		Provisional GSTIN/ UIN			
Service Category		Services Tariff Code (SAC)			
Existing tax registration number (please specify)					
Contact Person					
Telephone Number					
Email ID					
In case if registered in multiple states, provide the following information for all the registrations:					
Total no of GST Registrations (pan India)					
For each of the registrations, kindly provide the following information					
Billing Address:					
City					
PIN code		State		State code	
GST registration status					
Registration migration status (GST)					
Date of registration		Provisional GSTIN/ UIN			
Service Category		Services Tariff Code (SAC)			
Existing tax registration number (please specify)					
Contact Person					
Telephone Number					
Email ID					
Declaration by:	Name:				
	Designation:				
	Date:				

Note: Please provide a copy of document evidencing provisional GSTIN ID issued by GSTN

For Eenadu Television Private Limited

For Affiliate

ANNEXURE Q

S. No.	Area	CAS, SMS, STB, Simulation & Compliance Tests to be performed during Audit
1	CAS and SMS	Current CAS has no history of hacking
2		SMS + CAS shall generate logs for 2 years
3		SMS and CAS data is un-editable
4		No direct CAS activations
5		Integration between SMS and CAS
6		CAS can upgrade STBs OTA
7		Fingerprinting should not get invalidated by use of any device or software
8		Activate or deactivate channels / STBs >= 10% of the sub base within 24 hours.
9		STB and VC paired in SMS
10		CAS + SMS - Addressability by channel and STB
11		Customer details in SMS to be maintained
12		SMS should generate historical activation and deactivation logs
13		10 standard SMS reports
14		Blacklisting functionality in CAS
15		CAS should generate historical activation and deactivation logs and pairing – depairing reports
16		Itemized bills from SMS
17		Maintain SMS and CAS systems 24X7X365
18		Declare details of CAS and SMS deployed
19		Deactivation of all packages on deactivation of subscribers
20		Preserve unedited SMS and CAS data for 2 years
21	Fingerprinting	Ability to run fingerprint
22		Visible + covert type of fingerprint
23		Fingerprint not removable by pressing key on remote
24		Fingerprint on top most layer of video
25		Fingerprint identifies unique VC or STB
26		Fingerprint on menu, EPG, blank screen, games, etc.
27		Location, font colour and background colour of fingerprint changeable from headend and random on TV
28		Fingerprint able to give the numbers of characters as to identify the unique STB / VC
29		Global as well as individual STB basis
30		Overt fingerprint displayed without any alteration to time, location, duration and frequency.
31		Scroll message should be available
32		Fingerprint should never be disabled
33		Network watermark should be at encoder level
34	STB	All STBs should have a CAS
35		STB should decrypt CAS message at head-end
36		STB should support both ECM and EMM fingerprint
37		STB should be individually addressable from the head-end
38		The STB should be able to receive messages from the head-end
39		Minimum 120 characters
40		Provision for global messaging, group messaging and individual STB messaging
41		Forced messaging capability including forced fingerprinting display
42		STB compliant with BIS
43		STB addressable over the air to facilitate OTA software upgrade
44		STB with facilities for recording shall have a copy protection system
45	QOS	Show genres as per regulatory/ contractual requirement
46		Provide channels on a-la-carte
47		Offer basic service tier package
48		MRP is shown on EPG
49		Verify the provisions regarding the subscription of channels and bouquets as per QoS Regulations

ANNEXURE R

Initial Questionnaire on System review (before commencing the Audit)

Sl. No.	Area	Data requested	DPO Response
1.0	Head End Details	General Details	
1.1		Headend Location	
1.2		Date of establishment of the Headend	
1.3		Number of digital headend/sub Headends	
2.0		Hardware Details	
2.1		Details of IRD's with make & model number	
2.2		Details of Encoders with make & model number	
2.3		Details of switches with make & model number	
2.4		Quantity of multiplexers with make & model number	
2.5		Deatils of SI/PSI server with make & version	
2.6		Quantity of QAM/scrambler with make & model number	
2.7		Quantity of Transmitters with make & model number	
2.8		Quantity of EDFA with make & model number	
3.0		Others	
3.1		Electronic Programme Guide (EPG):	
3.2		Where is the EPG data procured from	
3.3		What is the duration of the EPG data	
3.4		Local Channel number (LCN):	
3.5		Is a unique LCN defined for each channel(Service ID)	
3.6		Encryption:	
3.7		Are the digital channels Encrypted	
3.8		Transport streams:	
3.9		Number of Transport Streams	
3.10		Number of channels per transport stream	
3.11		Watermarking:	
3.12		Is watermark inserted? If yes, from where?	
4.0	Subscriber Management System (SMS)	Features	
4.1		Make & version number	
4.2		Types of STB's used with make, model number & compatibilty with CAS	
4.3		STB-VC ID Pairing details if applicable	
4.4		Modules in SMS & the activities performed for each of the module	
4.5		Audit/trail/log of all changes for all changes made to the customer account & STB	
4.6		Region to Hub to LCO mapping	
4.7		Channels to package mapping	
4.8		Fingerprinting (Package wise, STB wise, Group/All)	
4.9		Messaging (Package wise, STB wise, Group/All)	
4.10		List of users configured on SMS along with the roles and responsibilities (access rights)	
5.0		Reporting	
5.1		Is reporting module configured to extract the following reports:	
5.2		As on historical date, count and details of STB status(active/deactive) as per the system	
5.3		Count and details of Activation/ deactivation of STBs for a defined period	
5.4		STB/Account wise Package modification report for a defined period	
5.5		LCO/mapping of each STB (DAS phase wise)	
5.6		Stock Report - month on month for boxes LCO wise	
6.0		Process Details	
6.1		Process for assignment of channels/ packages to STB/ VC Id	
6.2		Process for activating the STB/ VC Id	
6.3		Process for changing/ modifying channels/ packages to customers	
6.4		Process of deactivating channels/ packages to customers	
7.0	Conditional Access System (CAS)	Features	
7.1		Number of CA systems installed at the headend & the version of each	
7.2		Number of channels configured on each CAS	
7.3		Channel to package mapping	

For Eenadu Television Private Limited

For Affiliate

7.4		Fingerprinting (Package wise, STB wise, Group/All)	
7.5		Messaging (Package wise, STB wise, Group/All)	
7.6		Audit/trail/log of all changes for each CAS	
8.0		Reporting	
8.1		Is reporting module configured to extract the following reports:	
8.2		As on historical date, count and details of STB status(active/deactive) as per the system	
8.3		Activation and deactivation log for each STB/ VC Id	
8.4		Activation and deactivation log of channels and packages for each STB/ VC	
8.5		Logs for creation and modification to packages on CAS	

REFERENCE INTERCONNECT OFFER OF IN10 MEDIA PRIVATE LIMITED. Pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017 ("Interconnection Regulations") and The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, (as may be amended from time to time) (collectively referred to as "2017 Regulations") read with The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (referred to as "Jan 2020 Amendments"), The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 dated November 22, 2022, the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Fifth Amendment) Regulations, 2023, dated September 14, 2023 and The Telecommunication (Broadcasting And Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 dated November 22, 2022 (referred to as "November 2022 Amendments") and would be effective from 1st February, 2023 (or such other date as may be decided by TRAI/competent authority). 2017 Regulations, Jan 2020 Amendments and November 2022 Amendments shall hereinafter collectively referred to as the "New Regulatory Framework"

In the event there is any change in the Applicable Laws, the Broadcaster shall revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement covering all such revisions/ modifications/ alterations shall be executed between the Parties. In such an event, this RIO and / or the existing agreement shall automatically be null and void.

This Reference Interconnect Offer ("**RIO**") is being published by **IN10 Media Private Limited** ("**Broadcaster**"), specifying the technical and commercial terms and conditions, in compliance with the New Regulatory Framework. The Distribution Platform Operators ("**DPOs**") desirous of re-transmitting signals of the channels distributed by the Broadcaster, ("**Channels**") may seek interconnection for the channels on the basis of this RIO. In accordance with the New Regulatory Framework, this RIO shall be effective from **1st February 2024** till **31st January 2025.**

Every DPO desirous of availing signals of the Channels to retransmit the same through such DPO's digital distribution platform, shall not be in default of payment to Broadcaster, in terms of Clause 3(2) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as amended in the year 2019 and such DPO shall make a written request to the concerned person from amongst the following persons designated by the Broadcaster, *(for the applicable digital distribution platform in the applicable region)* by submitting the duly filled in application form hereto annexed and marked as **Annexure P**. While submitting the application form, DPO shall also submit documentary evidence/technical compliance report showing that DPO's digital distribution platform meets the requirements specified in the **Schedule III of** the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended Regulations, 2019 **and** the Interconnection Agreement which is attached herewith.

i. <u>For Digital Addressable Cable Television Network</u>

1.	Parmod Sharma	+91 9899661061	parmod.sharma@in10media.com	North and East: North (Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Uttar Pradesh, Uttarakhand, Chandigarh); East (i.e., West Bengal, Odisha, Bihar, Jharkhand, Assam, Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland, Arunachal Pradesh)

2.	Hetal Raval	+91 9825026471	hetal.raval@in10media.com	South and West; West (i.e. Gujarat, , Daman & Diu, Dadra & Nagar Haveli, Maharashtra, Goa, Madhya Pradesh, Chhattisgarh); South (i.e. Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Pondicherry, Andaman & Nicobar Islands, Lakshadweep)
3.	Praseeja P	+91 9962890077	praseeja.p@in10media.com	South (i.e. Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Pondicherry, Andaman & Nicobar Islands, Lakshadweep)

ii. For DTH Service / HITS Service / IPTV Service

Sr. No.	Name of Designated Person	Contact Number	Email	Region
1.	Parmod Sharma	+91 9899661061	parmod.sharma@in10media.com	North and East: North (Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Uttar Pradesh, Uttarakhand, Chandigarh); East (i.e., West Bengal, Odisha, Bihar, Jharkhand, Assam, Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland, Arunachal Pradesh)
2.	Hetal Raval	+91 9825026471	hetal.raval@in10media.com	South and West; West (i.e. Gujarat, , Daman & Diu, Dadra & Nagar Haveli, Maharashtra, Goa, Madhya Pradesh Chhattisgarh); South (i.e. Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Pondicherry, Andaman & Nicobar Islands, Lakshadweep)
3.	Praseeja P	+91 9962890077	praseeja.p@in10media.com	South (i.e. Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Pondicherry, Andaman & Nicobar Islands, Lakshadweep)

Note: If a DPO is an MSO and/or a DTH operator and/or an IPTV operator and/or a HITS operator, then it shall execute separate interconnection agreement for each type of its digital distribution platform for availing signals of the Channel(s).

_____ _____

For the Broadcaster For the DPO

Upon receipt of the duly filled in Application Form from the DPO and/or before providing the signals of the Channel(s) to the DPO, if Broadcaster is of the opinion that the digital distribution platform of such DPO does not meet the requirements specified in Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017,as per the amended Regulations 2019, and **Annexure H** and **Annexure N** of the Interconnection Agreement, then Broadcaster, may cause an audit of the DPO's digital distribution platform by M/s Broadcast Engineering Consultants India Limited ("**BECIL**") and /or by any of the auditors empaneled by TRAI, for conducting such audit and provide copy of the report prepared by BECIL/ the applicable empaneled auditor to the DPO.

Pursuant to satisfactory completion of the aforementioned requirements Broadcaster and the concerned DPO shall enter into the Interconnection Agreement annexed herewith to enable the DPO to avail and retransmit signals of the Channel(s). The Interconnection Agreement attached herewith, once fully executed by and between the DPO and Broadcaster, shall supersede any prior written understandings/arrangements/agreements between Broadcaster and the concerned DPO regarding retransmission of signals of the Channel(s) through the DPO's Permitted Digital Distribution Platform (as defined in the Interconnection Agreement) in the territory (as defined in the Interconnection Agreement).

If DPO intends to use website copy of RIO based Interconnection Agreement, then DPO must ensure that it signs and sends the then prevalent RIO base Interconnection Agreement to the Broadcaster along with relevant information and documents. It is hereby clarified that if any old/earlier version of signed Interconnection Agreement is received by Broadcaster after a new/modified version of RIO based Interconnection Agreement has been uploaded by Broadcaster on the website, then such signed Interconnection Agreement received from the DPO shall not be considered by Broadcaster.

_____ _____

For the Broadcaster For the DPO

INTERCONNECTION AGREEMENT

FOR THE BROADCASTER OFFICE USE ONLY

Agreement No: SA _____

Customer Reference No: _____

This Agreement is executed on this_____day of_____, 20_, by and between:

IN10 Media Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Ground Floor, Techweb Center, New Link Road, Oshiwara, Jogeshwari West, Mumbai – 400 102, Maharashtra, *(hereinafter referred to as "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns)*; and

DPO: _____

DPO's Status: Company Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ Other ☐

Registered Address: _____

_____District:_____; State: _____

Correspondence Address: _____

District:_____; State: _____

Contact Person:_____ Tel. No.: _____Email id: _____

Name of Authorized Signatory (Mr.): _____

Status of Registrations / Licenses: As per Table 1 below.

Table 1

Status of Registrations / Licenses of the Permitted Digital Distribution Platform	Name of Registrant / License holder	License / Registration No.	Registered area of operation, as per Registration/License *(if applicable)*	Validity	
				From	To
DAS License *(if applicable)*					
DTH License *(if applicable)*					
HITS License *(if applicable)*					
Wireless Operational License *(if applicable)*					
IPTV License *(if applicable)*					
Any Other Applicable License *(please specify in the space below)* • •					

_____ _____

For the Broadcaster For the DPO

Permanent Account Number (PAN)					
Tax Deduction and Collection Account Number (TAN)					
Entertainment Tax Registration					
Goods and Service Tax No. (GST No.)					

*[hereinafter referred to as "**DPO**", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in case of a sole proprietorship; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in case of a partnership firm; the successors and permitted assigns in case of a company; and karta and coparcenors in case of a Hindu Undivided Family ("**HUF**")].*

RECITAL:

A. Broadcaster is the owner/licensee of the Channels having the relevant up-linking and downlinking permission from the MIB and is authorized to retransmit signals of the Channels in the Territory.

B. DPO is authorized to retransmit signals of satellite television channels through its Permitted Digital Distribution Platform in the Territory.

C. DPO is desirous to subscribe and carry the Subscribed Channels for further retransmission through its applicable Permitted Digital Distribution Platform in the Territory and in this regard has approached the Broadcaster.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS:

In this Agreement, unless the context requires otherwise, the following defined terms shall have such respective meaning as have been assigned to them herein below. Additionally, there are other defined terms in the body of the Agreement and the Annexures attached to this Agreement which shall have such respective meaning as have been assigned to them therein.

(a) "**Active/Authorized Subscriber**" means a Subscriber who has been authorized to receive channel(s) available on DPO's Permitted Digital Distribution Platform *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)*, as per the SMS of the DPO's Permitted Digital Distribution Platform and whose set top box has not been denied signals;

(b) "**DPO's Active Subscriber Base**" means the total number of Active Subscribers.

(c) "**DPO's STB**" means DPO provided and/or DPO authorized set top box *(embedded with CAS microchip)* installed in the premises of an Active Subscriber that allows such Active Subscriber to receive channel(s) in an unencrypted and descrambled manner through the DPO's Permitted Digital Distribution Platform *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)*.

(d) "**Applicable Laws**" means all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any

local and national laws, treaties, voluntary industry standards (if any) rules, directives, regulations, guidelines, and code of conduct of the MIB, TRAI, BIS, Ministry of Communications and Information Technology (MCIT), Department of Telecommunications under MCIT in India (DOT), Department of Electronics and Information Technology (DEITY) that have come into effect, those applicable to any tax, consumer and/or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment. For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by Applicable Law, including, without limitation, the TRAI and the MIB.

(e) "**Agreement**" means this Interconnection Agreement, including the Annexures attached to this Agreement.

(f) **"A-la-carte"** shall mean offering of the Available Channels individually or standalone basis;

(g) " **A-la-carte RTA**" shall mean the applicable A-la-carte rate to DPO for the channel, as mentioned in **Annexure F** attached to this Agreement, which has been arrived at after deducting distribution margin of twenty percent (20%) from the A-la-carte MRP of such Channel.

(h) **"Authorized Area(s)"** means the authorized areas of operation of the DPO as set out in **Annexure B**.

(i) "**Average Active Subscriber Base of Package**", with respect to each Package, means the average number of Active Subscribers subscribing to such Package, as shall be ascertained by the Subscriber Report submitted by the DPO in the mannerspecified in **Annexure I** attached to this Agreement.

(j) **"Average Broadcaster's Subscriber Base"** means the average number of Broadcaster's Subscribers arrived at by averaging the Broadcaster's Subscriber count in the Subscriber Report submitted by the DPO in the manner specified in **Annexure I** attached to this Agreement.

(k) **"BIS"** means the Bureau of Indian Standards established under the Bureau of Indian Standards Act 1986.

(l) **"Broadcasting Services"** means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;

(m) **"Broadcaster's Subscriber"** means each such Active Subscriber in the Territory, who receives signals of channel(s) from amongst the Subscribed Channels at a place indicated by such Active Subscriber. For the sake of clarity, each DPO's STB in the private residential household(s) or private residential multi-dwelling unit(s) of a Broadcaster's Subscriber shall be treated as one Broadcaster's Subscriber.

(n) **"Bouquet of Channels"** means package/combination/assortment of distinct channels, from amongst the Channels, offered by the Broadcaster together as a group or as a bundle, as is listed in **Annexure F** attached to this Agreement.

(o) **"Broadcaster's Share of MRP"**, with respect to each Subscribed Channel, shall mean the fee payable by the DPO to the Broadcaster, for retransmission of signals of such Subscribed Channel through the DPO's Permitted Digital Distribution System;

(p) **"Broadcaster's STB"** means each set top unit provided by Broadcaster, together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure C** attached to this Agreement, which enables the DPO to decrypt the encrypted signals of the Subscribed Channels.

(q) **"Cable Service"** means the transmission of programs including retransmission of signals of television channels through cables;

(r) **"Cable Television Network"** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.

(s) **"Cable TV Act"** shall mean Cable Television Network (Regulation) Act of 1995 and the Rules framed thereunder from time to time.

(t) **"CAS"** means conditional access system installed at the DPO's head-end/earth station (which is fully integrated with SMS) that enables subscribers of the DPO's Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO's Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels. **"CAS Declaration"** means the CAS declaration from the conditional access vendor in the format as set out in **Annexure L.**

(u) **"Channels"** means the satellite television channels listed in **Annexure E** attached to this Agreement.

(v) **"Commercial Subscribers"** means a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum of money to be paid by such person or as amended by TRAI.

(w) **"Confidential Information"** means any confidential information disclosed by Broadcaster to the DPO and any such other confidential and proprietary information, including the terms and conditions of this Agreement, disclosed by the Broadcaster during the Term with respect to the DPO retransmitting the Subscribed Channels in the Territory through the DPO's Permitted Digital Distribution Platform.

(x) **"Converted Channel(s)"** shall mean (i) conversion of a Free-to-Air Channel into a Pay Channel; or (ii) conversion of a Pay Channel(s) to a Free-to-Air Channel.

(y) **"Corporate Affiliate"** means and includes all parent, affiliate and subsidiary company(ies) of the Party in reference and shall mean, with regard to either Party, any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with the Party including but not limited to all parent, affiliate, and subsidiary company(ies) of such Party.

(z) **"Digital Addressable System"** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent by a MSO to its Subscriber (either directly or indirectly through the DPO's affiliated LCO, as the case may be) in an encrypted form, which can be decoded by device(s), having an activated CAS at the premises of the Subscriber within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber.

(aa) **"Digital Addressable Cable Television Network"** means a Cable Television Network enabled with Digital Addressable System.

(bb) **"DTH operator"** means a company that has been granted license by the Central Government to provide DTH Service;

(cc) **"DTH Service"** means distribution/re-transmission of signals of television channels in Ku-band (or any other band as approved by the MIB), through satellite system, directly to Subscriber's premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;

(dd) **"DPO"** means any MSO or HITS operator or DTH operator or IPTV operator authorized to retransmit signals of satellite television channels through its applicable Digital Distribution Platform.

(ee) **"Digital Distribution Platform"** means, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS operator, such HITS operator's HITS Service, with respect to DTH operator, such DTH operator's DTH Service and with respect to IPTV operator, such IPTV Operator's IPTV Service, as the case may be.

(ff) **"Distribution Fee"** means such amount as shall be equivalent to twenty percent (20%)of: (i) the a-la-carte MRP of the applicable channel from amongst the Subscribed Channels, and (ii) the bouquet MRP of the Subscribed Bouquet(s), which the DPO shall be entitled to receive on a monthly basis, or part thereof, as commission towards retransmission of the Subscribed Channel(s) through the DPO's Permitted Digital Distribution Platform in the Territory during the applicable month of the Term, or part thereof;

(gg) **"EPG"** means electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows Subscribers to navigate and select such available channels and programs.

(hh) "EPGN" means the EPG number for each of the subscribed Channel(s)

(ii) "**Force Majeure Event**" shall mean any act, cause, contingency or circumstance beyond the control of the Broadcaster, as the case may be, including, without limitation, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, publictransportation dispute, satellite failure or transponder failure;

(jj) "**FTA channel**" means free-to-air channel, which is declared as such by a broadcaster and for which no fee is payable by the distribution platform operators to the broadcaster for signals of such channel.

(kk) "**GST**" shall mean the Goods and the Services Tax which includes the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') / Union Territories Goods and Service Tax ('UTGST') and/or the Integrated Goods and Services Tax ('IGST') as may be applicable which are levied under the GST Legislations;

(ll) "**GST Laws**" shall mean (a) The Central Goods and Services Act, 2017, as amended from time to time; (b) The Integrated Goodsand Services Act, 2017, as amended from time to time; (c) The Union territory Goods and Services Act, 2017, as amended fromtime to time; (d) The Goods and Services Tax (Compensation to States) Act, 2017, as amended from time to time; (e) The StateGST Act passed by each State in its legislature or any other present and future GST related laws in force in the territory of India;

(mm) **"HITS operator"** means any person permitted by the Central Government to provide HITS service;

(nn) **"HITS Service"** means transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers by using satellite system and its own cable networks.

(oo) **"IPTV operator"** means a person permitted by the Central Government to provide IPTV service;

(pp) **"IPTV Service"** means delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers;

(qq) **"Intellectual Property"** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Channels.

(rr) "**IRD**" means an integrated receiver cum decoder box.

(ss) **"Incentive Plan"** means discount(s) offered by Broadcaster to DPO (i) on a-la-carte MRP of such Channel(s) from amongst the Subscribed Channels which DPO subscribes on a- la- carte basis , as are set out in this Agreement, subject to DPO complying with all the terms and conditions of the selected Incentive Plan(s) to qualify for the applicable discount(s).

(tt) **"Interconnection Regulations"** means, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended Regulations, 2019 (hereinafter referred as Amendment Regulations, 2019).

(uu) **"LCN"** shall have such meaning as is set forth in Clause 10 of this Agreement.

(vv) **"LCO"** means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;

(ww) **"Marks"** shall mean all Intellectual Property owned or used by the Broadcaster or the applicable channel provider of the Channel(s) from time to time in connection with the Channel(s), including, without limitation, the trade names and trademarks therein.

(xx) **"Merged Entity"** shall have such meaning as is set forth in Clause 13(a) of this Agreement.

(yy) "**MCIT**" means Ministry of Communications and Information Technology in India.

(zz) **"MIB"** means the Ministry of Information & Broadcasting in India.

(aaa) **"MRP",** with respect to each Subscribed Channel and each Subscribed Bouquet shall mean the maximum retail price (as is set forth in **Annexure F** attached to this Agreement), excluding all applicable indirect taxes including Goods and Services Taxes ("GST"), cess, charges, levies, duties, as applicable., that the DPO shall pay to the Broadcaster for each Broadcaster's Subscriber, irrespective of the price that is charged by the DPO from Broadcaster's Subscriber for such Subscribed Channel(s) and/or Subscribed Bouquet(s);

(bbb) **"MSO"** means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators;

(ccc) **"New Digital Distribution Platform Service"** shall have such meaning as is set forth in Clause 13(b) of this Agreement.

(ddd) **"Package(s)"** means various package(s) / combination / assortment of channel(s) and/or bouquets of channel(s) (comprising of channels and/or bouquets of channels of one or more broadcaster(s)) offered by DPO to Active Subscribers.

(eee) **"Party"** means, individually, the Broadcaster or the DPO.

(fff) **"Parties"** means, collectively, the Broadcaster and the DPO.

(ggg) "**Platform**" shall mean DAS platform owned and/or operated by the DPO and its sub- operators in the Authorized Area and for purposes of clarity shall exclude any and all other media platforms and means of distribution of content and television channels including without limitation, analogue cable systems, non-addressable digital cable systems, direct-to- home (DTH), headend-in-the-sky (HITS) and internet protocol television (IPTV);

(hhh) **"Pay channel"** means a channel, which is declared as such by a broadcaster and for which a share of maximum retail price is payable by the distribution platform operators to the broadcaster, and for which authorization is to be obtained from the broadcaster for distribution of such channel to its subscribers.

(iii) **"Payment Due Date"** shall have such meaning as is set forth in Clause 6(c) of this Agreement.

(jjj) **"Permitted Digital Distribution Platform",** with respect to this Agreement, means the Digital Distribution Platform for which the DPO has filled applicable details in Table 1 above.

(kkk) **"Piracy"** shall have such meaning as is set forth in Clause 18(a) of this Agreement.

(lll) **"Security Systems"** shall have such meaning as is set forth in Clause 18(a) of this Agreement.

(mmm) **"Subscriber[1]"** means a person who receives Broadcasting Services from a DPO at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting Services, shall constitute one Subscriber.

(nnn) **"SMS"** means a subscriber management system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.

(ooo) **"Subscribed Bouquet(s)"** means the Bouquet(s) of Channels subscribed by DPO and as is/are specifically identified by DPO by assigning tick marks (✓) against such Bouquet(s) of Channels in **Annexure F** attached to this Agreement.

(ppp) **"Subscribed Channel(s)"** means such channel(s) from amongst the Channels which has been subscribed by DPO under this Agreement on a-la-carte basis (by assigning tick marks (✓) against such Channel(s) in **Annexure F** attached to this Agreement) and/or as part of a Subscribed Bouquet.

(qqq) **"Subscriber Reports"** means the monthly reports to be provided by DPO to the Broadcaster in terms of Clause 14 of this Agreement.

(rrr) **"Subscriber Report Due Date"** shall have such meaning as is set forth in Clause 14(b) of this Agreement.

(sss) **"Technical Specifications"** means the technical specifications set forth in **Annexure** Hto the Agreement and to **which**, the DPO's STBs, CAS and SMS of DPO's Permitted Digital Distribution Platform must comply with.

(ttt) **"Territory"** means such areas where the DPO has been granted license by the MIB to operate which are listed in **Annexure A** attached to this Agreement.

(uuu) **"Term"** shall mean the period specified in Clause 22 of this Agreement.

(vvv) **"TDSAT"** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.

(www) **"TPO"** shall have such meaning as TPO is set forth in Clause 13 of this Agreement.

(xxx) **"TRAI"** means the Telecom Regulatory Authority of India.

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[1] **The definition of Subscriber is without prejudice to the rights and contentions of the Broadcaster and would be subject to revision depending upon the orders/direction as may be finally passed in the Civil Appeal no. 3728 of 2015 before Hon'ble Supreme Court of India, Writ Petition (c) no. 5161 of 2014 and Writ Petition (c) no. 506 of 2016 before Hon'ble High Court of Delhi or any other matter to this subject.**

(yyy) **"Viewing Card" or "VC"** shall mean the smart card provided by the Broadcaster to the DPO to be used together with the IRD in order for the DPO to access and decode the signals of the respective Channels.

(zzz) **"Website"** means http://www.in10mediacom/

2. INTERPRETATION: In the interpretation of the Agreement, unless the context requires otherwise:

(a) headings herein are used for convenience only and shall not affect the construction of this Agreement;
(b) references to Annexure(s) are references to the annexure(s) to this Agreement;
(c) reference to the singular includes reference to plural and vice versa;
(d) reference to any gender includes a reference to all other genders;
(e) reference to a "month" is calendar month;
(f) reference to writing or written includes email (unless expressly provided otherwise), but excludes any form of communication sent using mobile text messaging services such as short messaging service, WhatSapp chat etc.
(g) the term "including" shall mean "including without limitation."

3. ACTIVE/AUTHORISED SUBSCRIBER:

(a) Active/Authorized Subscriber shall mean any subscriber of the DPO who receives the signals of the Channel(s) at a place indicated by the DPO without further transmitting it to any other person and who does not cause the signals of the Channel(s) to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the signals of Channel(s), shall constitute an Authorized Subscriber.

(b) Subscriber for the purposes of calculation of the Broadcaster's Share of MRP means, for any calendar month, each Set Top Box, which is availing the Channel(s) through the DPO.

(c) DPO shall not be permitted nor shall be entitled to activate the STB/ provide signals of any Channel(s) to any such subscribers who have not submitted Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle the Broadcaster to disconnect its channels by giving written Notice for non-compliance to the DPO.

(d) Each Set Top Box in a household or unit in a multi-dwelling residential unit or at any other place other than a residential unit shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) STB authorized by the DPO to receive the Channels then every such connection(s) shall be considered as a separate and distinct "Subscriber" in all respect including for calculation of Subscription Fees. DPO shall maintain proper and accurate records of each and every connection and would furnish the details to the Broadcaster.

(e) It is hereby agreed and acknowledged by the Parties that this Agreement does not confer upon the DPO, right to distribute the Channels in any manner to any Commercial Subscriber. Each Set Top Box deployed by the Commercial Subscriber shall be treated as a separate Subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of the Channels.

4. REMOVAL OF CHANNEL

The Broadcaster reserves the right to remove any channel (**"Removed Channel"**) at any time during the Term, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to the DPO and / or add any new channel and to grant the distribution rights to the DPO in respect of the new channel.

Once a Channel becomes a removed Channel, the same shall cease to be made available by Broadcaster on A-la-carte basis and/or as part of Bouquet. In case of any Channel being discontinued by the broadcaster, effective MRP of the Subscribed Bouquet consisting such channel(s), would get adjusted by a factor of A-la-carte price of such discontinued channel(s) to the sum of A-la-carte prices of all channels forming part of that Subscribed Bouquet.

5. NON-EXCLUSIVE RIGHTS:

(a) On the basis of the representations, warranties and undertakings given by the DPO, and subject to DPO complying with all the terms and conditions as set out in this Agreement, the Broadcaster hereby grants non-exclusive. non- transferable, non-sub-licensable right to the DPO to receive signals of the Subscribed Channel(s)/Bouquets through Broadcaster's STB directly from designated satellites and retransmit signals of the Subscribed Channel(s) through DPO's Permitted Digital Distribution Platform to the Active Subscribers in the Territory *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)* in a secured and encrypted manner during the Term (both to be done at DPO's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement. DPO hereby accepts such grant of right and agrees and acknowledges to retransmit signals of the Subscribed Channel(s)/Bouquets to Active Subscribers in the Territory *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)* in a secured and encrypted manner during the Term (both to be done at DPO's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement.

(b) All rights not specifically and expressly granted to DPO under this Agreement are withheld and reserved hereunder by the Broadcaster. Without prejudice to the generality of the foregoing, the Parties agree that the rights granted to the DPO excludes any/all right to retransmit the Subscribed Channel(s)/Bouquets through any Digital Distribution Platform (other than the DPO's Permitted Digital Distribution Platform), analog/encrypted retransmission, internet or OTT or mobile and/or for any non- linear viewing (e.g. any form of VOD including but not limited to catch up, slide loading etc.); and/or reception on any device (such as personal computer) other than television sets; and/or retransmission using, any technology now available or which may become available in future. DPO understands and agrees that mere possession of the Broadcaster's STB and/or access to the signals of the Subscribed Channel(s)/Bouquets does not entitle the DPO to receive and/or retransmit the signals of the Subscribed Channel(s)/Bouquets and/or use the Broadcaster's STB in any other manner whatsoever, unless the DPO is in full compliance of the other terms and conditions of this Agreement pertaining to DPO's receipt and retransmission of the Subscribed Channel(s). DPO shall not record, duplicate, transmit by any means or otherwise use the Subscribed Channel(s) other than as specifically set out in this Agreement. DPO shall not store any content forming part of any of the Subscribed Channel(s) for any reason whatsoever, including for the purpose of offering/providing free TV, interactive TV or online services. Use of DVR and PVR functionality by Subscribers may be allowed provided that no automatic advertisement skipping or store and forward functionality is permitted. DPO can provide recorder facility to Subscribers in accordance with the Interconnection Regulations, provided use of such recorder is regulated by agreement between DPO and Subscriber and is strictly only for non- commercial and private viewing by the Subscriber.

(c) Grant of the aforementioned rights is subject to DPO submitting to the Broadcaster, a certified copy of a valid certificate of registration applicable to DPO's Permitted Digital Distribution Platform as laid down under the Cable Television Network (Regulation) Act of 1995, read with the Cable Television Network Rules, 1994 and / or any other applicable law as amended from time to time; and a copy of other statutory licenses/permissions, that may be required under the applicable laws, in connection with the ownership and operation by DPO of the Permitted Digital Distribution Platform.

(d) Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by the Broadcaster to the DPO under this Agreement shall exclude time shifting of the programming of the Channels, multiplexing of the Channels, Pay Per View (PPV) Video On Demand (VOD) or Near Video On Demand (NVoD) rights and the Broadcaster reserves all such rights. The DPO shall not store any content of the Broadcaster satellite television channels for any reason whatsoever, save and except for compliance recording.

6. PAYMENT TERMS:

(a) DPO shall provide to the Broadcaster the Subscriber Report for the applicable month, or part thereof, in the manner set forth in Clause 14 of this Agreement on or before the applicable Subscriber Report Due Date.

(b) The Broadcaster shall raise monthly invoices on the DPO, towards the Broadcaster's Share of MRP under this Agreement. Accordingly, the Broadcaster, shall raise monthly invoices towards Broadcaster's Share of MRP of a particular month, or part thereof (together with applicable taxes, levies and cess) post receipt of the Subscriber Report for such month, or part thereof, from DPO. In case DPO fails to send the Subscriber Report for the applicable month, or part thereof, within the applicable Subscriber Report Due Date, the Broadcaster shall have the right to raise a provisional invoice on DPO for the month for which the Subscriber Report has not been furnished by DPO. DPO agrees and acknowledges that the provisional invoice towards Broadcaster's Share of MRP shall be of such amount as shall be increased by 10% of the amount mentioned in the invoice raised on DPO towards Broadcaster's Share of MRP for the immediately preceding month. On receipt of the Subscriber Reportfor such month *(i.e., the month for which provisional invoice was raised)* from DPO, but no later than three (3) months from the Subscriber Report Due Date for such month *(i.e., the month for which provisional invoice was raised)*, the Parties would conduct reconciliation between the provisional invoice raised by the Broadcaster and the Subscriber Report for such month furnished by DPO. In the event DPO fails to complete such reconciliation as set out herein above, it shall be deemed as breach of this Agreement and Broadcaster shall have the liberty to terminate this Agreement and/or disconnect/ deactivate signals ofthe Subscribed Channels in term of Clause 23 of this Agreement. This shall be without prejudice to any other rights and/or remedies which Broadcaster may have under the Applicable laws.

(c) DPO shall be required to make payment of the applicable invoiced amount to the following bank account only, *unless intimated otherwise in writing by Broadcaster,* towards discharge of its payment obligation of Broadcaster's Share of MRP withinten (10) days of receipt of such invoice from the Broadcaster ("**Payment Due Date**"). No cash payments shall be madeby DPO towards any payments/dues whatsoever.

Bank Name – Kotak Mahindra Bank
Bank Address - 5c/Li, Ground Floor, Mittal Court, Mumbai – 400021
MICR Code – 400485002
IFSC Code – KKBK0000958
Bank Account No.- 6611511348
Type of Account – Current
Name of Account Holder – IN10 Media Pvt. Ltd. (formerly known as Epic Television Networks Private Limited)
Swift Code - KKBKINBBCPC

(d) All applicable taxes/cess shall be in addition to the subscription fee and shall be borne by DPO.

(e) The DPO understands and acknowledges that non-receipt of physical or as the case may be, a digital copy of dispatched invoices from the Broadcaster shall not relieve the DPO from its obligation to make the payments of the Broadcaster's Share of MRP within the Payment Due Date. DPO shall promptly notify the Broadcaster in case the DPO does not receive the applicable invoice on or before ten (10th) day of the applicable month. The invoice shall be deemed to be delivered to DPO if no such notification is received from DPO.

(f) In the event of any discrepancy(ies) observed by DPO in the invoice, then the same shall be notified by DPO to Broadcaster, within seven (7) days from the date of receipt of such invoice. In the event DPO fails to notify any discrepancy(ies) in the invoice within the referred time-line, then such invoice shall be deemed to have been accepted by DPO and DPO shall be liable to make payment towards the invoiced amount on or before the Payment Due Date without any demur.

(g) Failure of DPO to make payment of Broadcaster's Share of MRP by the applicable Payment Due Date shall attract interest at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess and shall constitute a material breach hereunder. The imposition and collection of interest on late payments does not constitute a waiver of DPO's obligationto make applicable payment(s) by the applicable Payment Due Date, and Broadcaster, shall retain all other rights and remedies available to Broadcaster under the Agreement and/or Applicable Laws.

(h) For the sake of clarity, if under applicable Indian tax laws, any payments under this Agreement by DPO to Broadcaster, are subject to the deduction of withholding taxes, then the DPO shall (i) deduct/withhold the applicable withholding tax amount in the name of Broadcaster whose PAN number is AACCE8943K, (ii) remit/deposit such deducted withholding tax amount to

the applicable Indian tax authority in the name of Broadcaster within the due dates prescribed under the applicable Indian tax law and (iii) within the applicable statutory period, as per the applicable Indian tax law, deliver all documents to the Broadcaster evidencing such statutory deductions and remittance of the deducted/withheld amount in the name of Broadcaster to the applicable Indian tax authority. Failure of DPO to provide the required documents evidencing remittance/deposit of deducted withholding tax to applicable tax authorities within the stipulated period prescribed by such authorities, shall be deemed as non-payment of Broadcaster's share in MRP in terms of this Agreement.

(i) Except as stated in Clause 6(g) of this Agreement, DPO shall have no right to withhold or claim adjustment/set off Broadcaster's Share of MRP under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscriber, counterclaim against Broadcaster or otherwise, or claims under any other agreement, etc.).

(j) At the time of making payment, DPO should specify the invoice number against which such payment is being made by DPO, failing which, Broadcaster shall be entitled to allocate the payment received from DPO on First-In-First-Out (FIFO) basis and DPO shall accept such allocation without any demur.

(k) The DPO is aware that Goods and Service Tax (GST) may be implemented by the Government at any time during the Term of the Agreement. In view thereof, the DPO hereby specifically agrees and acknowledges that with effect from the date of implementation of GST, those provisions of this Agreement which get impacted by GST shall be applicably modified to give effect to the essence of GST. In such regard, if an amendment/addendum is required to be executed to this Agreement, then the DPO shall execute such amendment/addendum without demur. If any Tax rates are increased or decreased, or any new tax is introduced or an existing Tax is abolished, or any change in interpretation or application of any tax occurs in the course of performance of this Agreement ("New Taxes"), which was or will be assessed on the Broadcaster, such New Taxes shall be to the account of and be solely borne by the DPO; Provided however, if the Broadcaster has paid any of the "New Taxes", DPO shall within seven (7) days of receipt of Broadcaster's Invoice or other document, reimburse the same to the Broadcaster.

(l) Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases.

(m) DPO hereby agrees it shall throughout the term of this Agreement shall maintain such GST rating as agreed between the parties. The Broadcaster shall be entitled without prejudice to any other accrued rights it may have to terminate this Agreement forthwith, if such rating falls below the agreed rating.

(n) DPO shall ensure compliance to all applicable tax or fiscal laws and rules and regulations including, without limitation, issuing invoice or debit note or a credit note as the case may be, with all necessary details as mandated by the relevant statute in force, including but not limited to payment of taxes and filing related compliances and raising such Invoice/debit note/credit note quoting the correct GST Registration of Broadcaster. DPO understands and agrees that, it shall charge the applicable GST in the invoice it submits to Broadcaster. Broadcaster shall not be obliged to pay at a later point in time, any additional GST Amount to the DPO which is not so explicitly mentioned in such DPO;s Invoice. No such a mode like a separate debit note or any other document is acceptable to pass on taxes to Broadcaster at any later point in time. In any case, where the GST tax authorities recover any tax from the DPO at any point in time, Broadcaster is not obliged to pay such taxes to the DPO.

(o) DPO agrees that if any creditable taxes such as SGST, CGST, IGST, UTGST etc. are paid by Broadcaster to DPO but are not allowed as credit to Broadcaster, then the same shall be recoverable by Broadcaster (through Authorized Representative) from DPO along with interest and penalties.

(p) All payments made by the Broadcaster to the DPO hereunder shall be subject to and reduced by all applicable tax withholdings and deductions required by applicable laws including, without limitation, income tax deduction at source required under Chapter XVII-B of the Income-Tax Act, 1961 ("IT Act"). Whenever the Broadcaster requires, the DPO shall provide, the relevant certificate under Section 201 of the IT Act, confirming that the amounts paid by DBIL have been considered by the DPO as part of its total income in that relevant financial year.

7. SUSPENSION OF RIGHTS:

Subject to any applicable laws, the Broadcaster shall have the right to suspend delivery of the Channels to the DPO after giving twenty-one (21) days' notice in terms of the Applicable Law, in the event of:

i. a material breach related to payment of Broadcaster's Share of MRP if the same is not paid by the DPO by the Payment Due Date;
ii. a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or
iii. a material breach related to non-submission of Subscriber Report.
iv. a material breach not related to anti-piracy/ non-payment of Broadcaster's Share of MRP /non-submission of subscriber report, if such breach is not cured within the initial ten (10) day notice period.

8. RENEWAL OF THE AGREEMENT:

a. The parties shall start the process for renewal of the agreement at least sixty (60) days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, the Broadcaster shall not make available Channel/s to the DPO on the expiry of the existing Interconnection Agreement.

Provided further that the DPO shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its Platform: the date of expiry of this Agreement and the date of disconnection of signals of Channel(s) in event of its failure to enter into new Interconnection Agreement.

9. REVISION OF RATES/BROADCASTER'S SHARE OF MRP:

(a) The Broadcaster's Share of MRP payable by the DPO to the Broadcaster shall automatically be revised if during the Term a revision of the A-La-Carte rates and/or Bouquet rates mentioned in **Annexure F** to this Agreement to that extent shall be deemed to be modified, varied, altered and amended if during the Term a revision of the rate (**"Tariff"**) of the Channel is brought about pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi-judicial or judicial authority and such revised Tariff shall apply from the date such revision is notified by such authority; and/or

(b) The Broadcaster reserves the right to revise the Broadcaster's Share of MRP if during the Term the Broadcaster introduces new pay channel(s) and such is subscribed by the DPO.

(c) Broadcaster reserves the right to revise the Broadcaster's Share of MRP if during the Term the Broadcaster at its sole discretion, believes that:

i. There is any variation in the Subscriber Base of the DPO; and/or
ii. The DPO has suppressed the correct number of Subscribers and/or Local Cable Operators at the time of execution of the Agreement; and/or
iii. There is an increase/decrease in the Subscribers and/or Local Cable Operators.

10. RELATIVE POSITIONING / LOGICAL CHANNEL NUMBERING (" LCN") / ELECTRONIC PROGRAMMING GUIDE ("EPG") :

(a) DPO agrees and undertakes to the Broadcaster that while determining the relative positioning of the Subscribed Channel(s) and their LCN positing/displaying on the EPG of DPO's Permitted Digital Distribution Platform *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)*, DPO shall ensure that LCN positioning of all television channels of same language within the same genre/sub-genre shall appear together consecutively in the EPG of DPO's Permitted Digital Distribution Platform and shall appear at one place only.

(b) Each Subscribed Channel and its programming schedule shall be prominently featured in the order of their LCN on the EPG of DPO's Permitted Digital Distribution Platform.

(c) The DPO hereby undertakes that LCN once assigned to a Subscribed Channel(s) shall not be changed by DPO for a period of at least one (1) year from the date of such assignment of LCN, unless the Broadcaster changes the genre of the Subscribed Channel(s), in which case, the Subscribed Channel(s) shall be then placed by DPO at such LCN which is as per the new genre of the Subscribed Channel(s).

(d) If DPO has or creates an EPG, or a printed programming guide for distribution to its Subscribers (a copy of which shall be sent to the Broadcaster simultaneously with mailings to Subscribers), the programming schedule of each of the Channel(s) shall be prominently featured in them in the order of the EPGN for each of the Channel(s).

(e) The DPO shall display, in the EPG of its Platform, all the channels offered on its Platform in the same genre in which a particular channel has been indicated by the Broadcaster and any such channel shall appear only in one genre. The EPGNs for the Subscribed Channel(s) shall not be changed for the Term, subject to Applicable Laws.

(f) The DPO shall offer all contributory language feeds for the Channel(s) to every Subscriber entitled to access that Channel(s).

(g) The Broadcaster will declare the genre of its channels as per the Regulations based on the channels launched from time to time. It shall be mandatory for the DPO to place the Channel(s) in the electronic programme guide, in such a way that the Channelsof same genre, as declared by the Broadcaster, are placed together consecutively and one channel shall appear at one place only: Provided that no Channels shall be disadvantaged or otherwise treated less favorably by the DPO with respect to competing channels on a genre basis of same language within the same genre shall appear together consecutively in the electronic programme guide.

(h) Provided further that it shall be permissible to the DPO to place a channel under sub- genre within the genre declared for the channel by the broadcaster(s).

(i) In the event of alternation in the unique channel number the DPO shall take prior approval of TRAI as per the amended Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020 : Provided that the provision of this Clause shall not apply in case the channel becomes unavailable on the distribution network.

(j) Provided further that if the Broadcaster changes the genre or language of a Channel then the channel number assigned to that particular Channel shall be changed to place such Channel together with the channels of new genre or language in the electronic program guide

(k) Electronic Program Guide (EPG) wherein the channels being carried on a DPO's network can be arranged in a simple and easy to understand manner so that the subscriber can easily go through this guide and select the channel of choice instead of flipping through all the channels.

(l) During the entire duration of the term, the EPG of DPO shall always contain the MRP of the Channel and the information of the programs being shown on all C hannels in a manner approved by the Broadcaster without any cost or fee to the Broadcaster. DPO shall provide the format in which the said information regarding all the channels shall be furnished by the Broadcaster.

11. <u>INCENTIVE PLAN:</u>

(a) The Broadcaster, is presently offering the following two (2) Incentive Plans, which are detailed in **<u>Annexure D</u>** (i) Incentive Plan on a-la-carte MRP of Specified Channels respectively. The above-mentioned Incentive Plans are governed by the conditions detailed in the applicable Annexure and are mutually exclusive. For clarity, the provisions of Incentive Plan on MRP of a- la-carte Channels cannot be combined with the provisions of the Incentive Plan on MRP of Subscribed Bouquet(s).

(b) Basis DPO's choice of the Incentive Plan(s) *(as indicated by the DPO by assigning tick marks* (✓) *against such Incentive Plan(s) in the applicable Annexure)*, the DPO has to mandatorily comply in full with the respective compliances set forth in this Agreement which are necessary to be complied with for enabling DPO to reap benefits under such Incentive Plan, failing which, the DPO shall not be entitled to receive any discount(s) under the chosen Incentive Plan(s) and the DPO shall be required to pay the applicable Broadcaster's Share of MRP in full without any discount and treatment as provided in Clause 9 shall be applicable.

(c) Subject to DPO: (i) mandatorily complying in full with the respective compliances set forth for the chosen Incentive Plan(s); and (ii) furnishing Entitlement Reports to Broadcaster (through Authorized Representative) by sending the same at the concern person's E-mail Id as mentioned herein above to this Agreement, the DPO shall be entitled to receive incentive(s) under the chosen Incentive Plan(s)..

(d) If the DPO has opted for Incentive Plan(s), then the same shall remain applicable for the Term, unless agreed otherwise in writing between the Parties and computation of applicable incentive shall be subject to the applicable terms and conditions of the applicable Incentive Plan(s).

(e) If the DPO has opted for the Incentive Plan(s), then within 7 days from the end of each applicable month, Affilitate shall submit the Entitlement Report to Authorized Representative (for and on behalf of the Broadcaster.) if upon evaluation of the Entitlement Report, Broadcaster (through Authorized Representative) determines that DPO has become eligible for obtaining the applicable incentive, the Broadcaster (through Authorized Representative) shall inform Affiliate in writing (emails permitted) the applicable incentive value for which DPO shall need to raise invoice on the Broadcaster ("Eligible Incentive Value"). Within 3 days of DPO's receipt of the written communication from Broadcaster (through Authorized Representative), DPO shall raise tax complaint and duly signed invoice on Broadcaster (through Authorized Representative) for the Eligible Incentive Value.

12. <u>CONSEQUENCES OF DPO'S BREACH OF APPLICABLE TERMS AND CONDITIONS FOR OBTAINING INCENTIVE(S) UNDER THE APPLICABLE INCENTIVE PLAN:</u>

The DPO hereby specifically understands and agrees that if it comes to the notice of Broadcaster, that DPO is not in compliance of the applicable terms and conditions which would have entitled DPO to obtain discount(s) under the chosen Incentive Plan(s), then Broadcaster, shall have the right to *either*:

(a) raise a debit note on DPO for such amount as shall be equivalent to the amount of discount that was received by the DPO under the chosen Incentive Plan for the relevant month(s) of breach;

Or, at the discretion of Broadcaster

(b) increase the monthly invoice for the subsequent month(s) by such amount as shall be equivalent to the amount of discount that was received by DPO under the identified/chosen Incentive Plan for the relevant month(s) of breach.

13. <u>MERGER/ACQUISITION:</u>

(a) If DPO merges with, acquires, takes over a third-party operator operating a Digital Distribution Platform similar to DPO's Permitted Digital Distribution Platform in the Territory ("**TPO**"), then DPO shall take written approval from Broadcaster, prior to DPO commencing retransmission of signals of the Subscribed Channel(s) on the Digital Distribution Platform of the TPO. Further, signals of the Subscribed Channel(s) shall be retransmitted to the Subscribers of such TPO's Digital Distribution Platform upon DPO or the merged entity forming out of such merger/acquisition/take over ("**Merged Entity**") entering into an interconnection agreement with Broadcaster, for retransmission of signals of the Subscribed Channel(s) to such Subscribers. For the sake of clarity, DPO shall continue to pay the Broadcaster's share of MRP under this Agreement in the manner contemplated herein.

(b) It is expressly agreed by DPO that this Agreement does not cover retransmission of Subscribed Channel(s) to any new Digital Distribution Platform for which license for operation is obtained by DPO from the applicable statutory authority, either

independently or jointly with any other entity ("**New Digital Distribution Platform Service**"). If DPO is desirous of retransmission of signals of the Subscribed Channel(s) to such New Digital Distribution Platform Service, DPO shall provide 60 (sixty) days' prior written notice to Broadcaster, and Broadcaster shall provide signals of the Subscribed Channel(s) to the New Digital Distribution Platform Service in accordance with Applicable Laws. It is specifically agreed that the commercial terms for retransmission to such New Digital Distribution Platform Service shall be in addition to Broadcaster's share of MRP currently payable by DPO in terms of this Agreement.

14. SUBSCRIBER REPORTS:

(a) DPO shall maintain at its own expense a SMS which should be fully integrated with the CAS, capable of a minimum.

i. maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
iii. handling all ongoing administrative functions in relation to Subscribers including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
iv. administering payments of any fees from time to time payable to the DPO's authorized agents for the sale to the Subscribers;
v. obtaining and distributing STBs and STB VCs, if applicable, to Subscribers and issuing replacement ones from time to time at its discretion; and
vi. Enabling new Subscribers via the SMS over-the-air addressing system and discontinue the subscription of such defaulting Subscribers from time to time at its discretion.

(b) For each month of the Term, or part thereof, DPO shall mandatorily provide to the Broadcaster, the duly complete and accurate Subscriber Report for each head end/installation address or earth station (as the case may be) and each State/Union Territory within the Territory, in such format as is set forth in **Annexure I**attached to this Agreement, within seven (7) days from the end of such month **("Subscriber Report Due Date").** DPO acknowledges and agrees that the Broadcaster, seek such further / other information as may be reasonably required inter alia to monitor DPO's compliance with stipulations of this Agreement. Such information may relate to furnishing of additional city/area wise reports.

(c) If any Broadcaster's Subscriber has opted for more than one connection/DPO's STB, then all such additional connections/DPO's STBs must feature in the Subscriber Report.

(d) Each Subscriber Report shall be signed and attested by an officer of DPO of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.

(e) Within seven (7) days from the date of signing of the Agreement, DPO shall provide to Broadcaster, the duly completeand accurate data pertaining to (i) monthly per subscriber distributor retail price (DRP) (excluding taxes) of each of the Subscribed A-LA-Carte channels and Subscribed Bouquet(s) offered by DPO; and (ii) composition of each Package offered by DPO which comprises of any of the Subscribed A-LA-Carte channels and Subscribed Bouquet(s), along with the monthly persubscriber DRP (excluding taxes) of such Package. In case DPO intends to make any change in the information furnished by DPO in term of this Clause, then any/all such change(s) shall be communicated by DPO in writing to the Broadcaster within three (3) days of DPO implementing such change.

(f) The DPO shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable Broadcaster, to verify and ascertain (i) the veracity of the Subscriber Reports supplied by DPO pursuant to this Clause and
(ii) DPO's compliance with its anti-piracy obligations as set out in this Agreement.

15. AUDIT:

(a) The DPO agrees and undertakes to conduct audit of its SMS, CAS and other related systems/digital equipment, deployed/installed by DPO at each head-end across various locations (if applicable), by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by M/s Broadcast Engineering Consultant India Limited ("**BECIL**"), once during each calendar year of the Term, to verify that the monthly Subscriber Reports provided by DPO to Broadcaster, are complete, true and correct and issue an audit report to this effect to Broadcaster. Provided there shall be a gap of at-least six months between the audits of two consecutive calendar years. Further the DPO agrees that it shall not maintain a gap of more than 18 (eighteen) months between audits of two consecutive calendar years. DPO acknowledges that in case it fails to cause audit as specified in this clause, then DPO, without prejudice to the other rights and remedies available to Broadcaster under Applicable Laws, shall also be liable to pay financial disincentive as stipulated under the Interconnection Regulations.

(b) The DPO agrees and acknowledges that if audit reveals any variation in the number of Broadcaster's Subscribers/Average Broadcaster's Subscriber Base reported by DPO to Broadcaster, then in such an event, DPO agrees to pay to the Broadcaster, an amount equivalent to the short- payment made by DPO towards Broadcaster's Share of MRP. DPO shall pay such short-payment amount, along with interest computed at the rate of 18% (eighteen percent) per annum, plus applicable taxes, levies and cess, within ten (10) days of receiving notice of shortfall.

(c) In the event the Broadcaster is not satisfied with the audit report provided by DPO in terms of Clause 15(a) above or if in the opinion of Broadcaster the Permitted Digital Distribution Platform of DPO does not meet requirement(s) specified under Schedule III of the Interconnect Regulations, Broadcaster, after communicating the reasons in writing to the DPO, may conduct audit of the SMS, CAS and other related systems of DPO's Permitted Digital Distribution Platform by an auditor accompanied by representatives of the Broadcaster to verify the information contained in Subscriber Reports provided by DPO to Broadcaster in terms of this Agreement. The broad scope of such audit is set out in **Annexure J** and also those specified in theTelecommunication (Broadcasting and Cable) Services Digital Addressable System Audit Manual dated 8th November, 2019 issued by TRAI ("**Audit Manual**"). The audit report to include the details of (a) procedure/process followed by the Operator during the audit along with the month on month reconciliation statement between SMS & CAS for each of the Subscribed Channels (both A- La-Carte and Bouquet of pay channels) etc.

(d) The DPO agrees and acknowledges that if such audit reveals that any additional amount is payable to Broadcaster, DPO shall pay such additional amount, along with interest computed at the rate of 18% (eighteen percent) per annum, plus applicable taxes, levies and cess, within ten (10) days of successful completion of audit. For the sake of clarity, if such amount (including with the computed interest component) exceeds the amount computed basis the Subscriber Report provided by DPO to Broadcaster by 2% (two percent) or more, DPO shall additionally bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future. Further, if such audit reveals that DPO's Permitted Digital Distribution Platform does not meet requirements specified under Schedule III of Interconnection Regulations, then Broadcaster may disconnect signals of the Subscribed Channels to DPO after giving 3 (three) weeks' written notice to DPO.

(e) The DPO shall remain the sole owner and holder of all customer databases compiled by DPO under the Agreement.

(f) DPO shall maintain at its own expense a SMS capable of, at a minimum:

i. maintaining a computerized customer database capable of recording adequate details of each Active Subscriber, including name, address, chosen method of payment and billing;
ii. administering subscriptions of Active Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
iii. handling all ongoing administrative functions in relation to Active Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
iv. administering payments of any commission fees from time to time payable to DPO's authorized agents for the
v. sale to Subscribers of programming packages;
vi. obtaining and distributing receivers and smartcards, if applicable, to Active Subscribers, and issue replacement smartcards from time to time in its discretion; and
vii. enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Active Subscribers from time to time in its discretion.

(g) DPO shall provide full cooperation to the auditors in order to carry out the audit including but not limited to granting necessary access required to DPO's facilities and systems including but not limited to SMS, CAS, IT systems, for successful audit and also provide documents as may be required by the auditors for successful audit. DPO shall have no objection to auditors carrying/using their own equipment's, systems including but not limited to laptop, software & hardware for conducting such audit and shall be provided with free ingress and egress from the premises where in such audit is conducted.

(h) The Broadcaster shall have the option at its sole discretion (in addition to the Broadcaster's other rights and remedies under Law or equity) to suspend delivery of the signals of the Channel ('Suspended Channel') and or to terminate this Agreement as per the provisions of this Agreement, in the event the DPO fails to make payment of the full amount of Broadcaster's share of MRP due along with late payment interest thereon and or fails to avoid recurrence of errors in reporting.

(i) DPO hereby specifically agrees and undertakes that, in event of a breach of this Agreement is observed/discovered during the audit exercise, then in addition to the provision of this Clause 15, the auditors shall also have a right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, as may be required to provide evidence of such breach/inconsistency, and to take such documents out of the premised of DPO without DPO raising any objections to auditor carrying such documents with the auditors.

16. BROADCASTER 'S STBS/EQUIPMENTS:

(a) Broadcaster shall at the request of DPO supply or cause to be supplied the Broadcaster's STBs to the DPO or has already supplied such Broadcaster's STBs directly or through suppliers nominated by it. The Broadcaster's STBs shall, at all times, remain the sole and exclusive property of the Broadcaster. **"Equipment"** means equipment comprising of digital satellite receivers with standard definition output including IRD together with associated VCs and remotes (where applicable) for each of the Subscribed Channel(s), details of which are set forth in **Annexure C** hereto, which enables the Operator to decrypt the encrypted signals of the Subscribed Channel(s).

(b) In the event the DPO ceases to operate its Permitted Digital Distribution Platform, the Broadcaster's STBs shall be returned to the Broadcaster. In case the Broadcaster's STBs are damaged due to negligence of the DPO, the Broadcaster, shall be authorized to recover the actual repair cost from the DPO and in the event the Broadcaster's STBs are beyond repair, the DPO shall be liable to pay to the Broadcaster the cost of such Broadcaster's STBs as on the date it was supplied to the DPO.

(c) The DPO undertakes that it shall install the Broadcaster's STBs at such installation address(es)/headend address(es) as is/are set forth in **Annexure G** attached to this Agreement. The DPO agrees and understands that if the DPO has more than one installation address for its Permitted Digital Distribution Platform, then DPO shall clearly specify each such installation address in a separate annexure *(to be marked as Annexure G1, G2 and so on and so forth)* in such format as is set forth in **Annexure G** and also provide Broadcaster's STBs details for each such installation address.

(d) In order to take back possession of the Broadcaster's STBs from DPO, DPO shall ensure that the personnel/ representative of the Broadcaster is allowed free and unobstructed access to the premises of DPO where the Broadcaster's STBs are installed, and DPO shall not interfere with such procedure.

(e) The DPO shall not use the Equipment for any other purpose at any point of time without the express prior written consent of the Broadcaster. The DPO undertakes not to pledge, charge, encumber or in any way part with the possession of the Broadcaster's STBs without prior written permission of the Broadcaster. Further, the DPO undertakes not to remove or shift or allow removing or shifting of the Broadcaster's STBs from the headend/installation address detailed in **Annexure G**and sub-Annexures thereto *(if applicable)* attached to this Agreement or allows anybody else to do the same, without prior written permission of the Broadcaster and shall indemnify the Broadcaster against any damage, destruction, theft or loss of the Broadcaster's STBs.

(f) DPO shall not, and ensure that any third party do not, under any circumstances, reverse engineer, tamper, decompile or disassemble Broadcaster's STBs or reproduce or allow the reproduction of any of the Broadcaster's STBs or the

technology included in them. DPO shall ensure that it uses the Broadcaster's STBs only in accordance with the Agreement at the installation address provided and shall not sell, exchange, transfer or tamper them in any manner whatsoever. DPO shall not move Broadcaster's STBs to some other address without prior written permission of Broadcaster on a case to case basis.

(g) The DPO undertakes to ensure that the Equipment provided by the Broadcaster to the DPO:

i. shall not be moved or shifted from the installation address, which shall be a secure location or DPO shall not allow anybody else to do the same without prior written permission of the Broadcaster and shall indemnify the Broadcaster against any damage, destruction, theft or loss of the Equipment. The DPO grants the Broadcaster the right at any time to enter the installation address to verify the presence of and to inspect and test the Equipment at the installation address. In the event an IRD and/or VC is missing, the Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover the IRD and/or VC. Further, in the event an IRD and/or VC is lost, misplaced, stolen or is in any manner alienated from the Operator's possession, the DPO shall immediately inform the Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of the IRD and/or VC including, but not limited to, legal action in a court of law. However, it is made abundantly clearthat all costs incurred or to be incurred for the recovery of the IRD and/or VC shall be borne solely by the DPO. In case the IRD and/or VC is not recovered, the Broadcaster shall be free to recover the costs of the IRD and/or VC from the DPO.

ii. shall not be opened, misused or tampered with including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom. In the event that the hologram seal affixed to the IRD is broken while the IRD is in the possession and control of the Operator, the Broadcaster may suspend the signals of the Subscribed Channel(s) (after complying with the Applicable Law(s)) without liability and such signals will be restored only at the Broadcaster's discretion and subject to the Operator paying a non-refundable reactivation fee of INR 5000/- (Rupees Five Thousand only) or higher as per the existing policies of the Broadcaster on each such suspension. The Operator acknowledges that the reactivation fee is not a penalty. Upon such IRD seal being broken, the Broadcaster may take back possession of the IRD. Further, the Broadcaster shall be free to recover the cost of such IRD from the Operator. The Operator agrees to use the IRD and/or VC only in accordance with the technical specifications established by the manufacturer of the IRD and/or VC for the installation and use of the IRDs and/or VCs.

(h) Additional Charges for the Equipment: In the event the DPO requests, the Broadcaster may, in terms of the applicable Broadcaster policy, supply or cause to supply the Equipment. At its discretion the Broadcaster may require the DPO to make the following payments against delivery of the Equipment:

i. Processing Fee: the Broadcaster may require the DPO to pay one-time non-refundable processing fee towards the Equipment for the Channel as per the Broadcaster policy.

ii. Courier/Taxes: The DPO shall pay the courier charges, octroi, taxes and other levies and transportation charges for the Equipment.

(i) The abovementioned charges shall be levied on a one-time basis during the Term of the Agreement and when any new channel is introduced by the Broadcaster and subscribed for by the DPO. It is expressly agreed between the Parties that if within one month of the request made, the DPO does not intimate broadcaster of the receipt or non-receipt of the Equipment, then it shall be deemed that the DPO has received the Equipment.

17. <u>OBLIGATIONS OF DPO:</u>

(a) DPO shall, at its own cost and expense, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels through its Permitted Digital Distribution Platform *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)* to the Broadcaster's Subscribers in the Territory.

(b) Irrespective of DPO's collection of its invoiced monthly amounts from the Broadcaster's Subscribers in a timely manner,the DPO shall pay the Broadcaster's share of MRP to the Broadcaster within the Payment Due Date prescribed in this Agreement, unless the DPO has chosen the Incentive Plan for early Payment of Broadcaster's Share of MRP, in which case, DPO shall pay the Broadcaster's share of MRP to the Broadcaster within the applicable Payment Due Date as per such Incentive Plan.

(c) Subject to technical and operational feasibility, DPO or its affiliate LCO, as the case may be, shall provide the Subscribed Channels, on non-discriminatory basis, to every Subscriber/Active Subscriber making a request for the Subscribed Channel(s), within a period of seven (7) days from the date of receipt of such request by the DPO.

(d) DPO shall, in a non-discriminatory manner, ensure retransmission of such high-quality encrypted signals of the Subscribed Channels through DPO's Permitted Digital Distribution Platform to the Broadcaster's Subscribers as are equal to the signal quality of other channels retransmitted through DPO's Permitted Digital Distribution Platform to all Active Subscribers. In any event, the signal retransmission quality of the DPO's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.

(e) DPO shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Permitted Digital Distribution Platform and shall regularly provide to the Broadcaster with updated piracy reports.

(f) DPO shall ensure that none of the Subscribed Channels shall be disadvantaged or otherwise treated less favorably by DPO with respect to channels of other broadcasters on a genre basis.

(g) DPO shall obtain from the Broadcaster, and/or the appointed agencies *(as informed by the Broadcaster to DPO from time to time)*, the EPG/FPCs for the Subscribed Channels and the DPO shall ensure that such EPG/FPCs are displayed on the EPG of DPO's Permitted Digital Distribution Platform at all times during the Term.

(h) DPO agrees to provide to the Broadcaster, all required details in terms of the Customer Information Update Form, as is set forth in **Annexure O** of this Agreement.

(i) DPO agrees to abide by the applicable GST laws, rules and procedures and indemnifies Broadcaster from any claims and/or liabilities that may arise on account of DPO's violation of the applicable GST laws.

(j) The DPO shall not: (a) offer any Pay channel(s) from amongst the Subscribed Channel(s) as FTA Channel to the Subscribers; and (b) distribute the Channel(s) to any Commercial Subscribers in respect of which separate agreement(s) shall be executed between the Parties.

(k) Subject to compliance with Applicable Laws, the DPO may offer Bouquet of pay channels formed from pay channels of IN10 Media (Broadcaster) or other broadcasters and declare the DRP of such Bouquet. It is, however, clarified that the Operator shall not break Bouquet of pay channels subscribed from IN10 Media (Broadcaster) while forming its Package.

(l) DPO shall be responsible to reverse input tax credit claimed/availed on such invoices for which a credit note is issued by Broadcaster due to any change in the Broadcaster's Share of MRP.

(m) Prior to the DPO discontinuing retransmission of any Channel(s) because of such Channel(s)' subscriber base being less than the discontinuation threshold calculated as per Schedule VIII of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, in each of the immediately preceding 6 consecutive months, the DPO shall provide sixty (60) days' prior intimation to the Broadcaster along with all such supporting data which evidences DPO's claim of the Channel(s)'s lower subscriber base.

(n) DPO undertakes that it shall be solely responsible for dealings with Subscribers and shall be liable for any claims, actions, demands or proceedings by Subscribers arising out of the actions or omissions of the DPO. Nothing in this Agreement or the

contract(s) executed between Subscriber and DPO or the DPO's LCOs (if applicable) shall entitle the Subscribers to receive the Subscribed Channel(s) from Broadcaster or create any direct relationship between the Subscribers and the Broadcaster.

18. ANTI-PIRACY:

(a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any of the Subscribed Channels, in whole or in part ("**Piracy**"), the DPO shall, prior to the commencement of the Term and at all times during the Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") & security specifications as are set forth in **Annexure K** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by the Broadcaster. The Channel(s) must be delivered by DPO to Subscribers in a secured and encrypted manner and without any alteration, interruption, editing, interference or recording. Non-compliance of this condition by DPO shall constitute a breach of this Agreement and Broadcaster, shall be entitled to terminate this Agreement as per Applicable Laws. Subject to the terms and conditions of the Interconnection Regulations, DPO granting access to the Subscribed Channels to its Active Subscribers outside/beyond the Territory through the DPO's Permitted Digital Distribution Platform shall tantamount to the DPO allowing unauthorized access to the Subscribed Channel(s). With an aim to ensure that Subscribed Channel(s) are not distributed in an unauthorized manner, DPO shall ensure all LCN(s) are integrated with CAS and SMS and that no frequency and/or LCN(s) of the DPO's Permitted Digital Distribution Platform are kept free/left for any other use (including use by LCOs). Additionally, if it comes to the Broadcaster's knowledge (directly or through the Authorized Agent) that any Subscribed Channel(s) is being retransmitted through DPO's Permitted Digital Distribution Platform (directly or through an affiliated LCO(s) of the DPO) in the Territory on more than one (1) LCN, then the same shall bedeemed to be a breach of this Agreement.

(b) DPO shall provide on a month-on-month basis comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report.

(c) DPO shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Subscribed Channels distributed / transmitted through its Permitted Digital Distribution Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

(d) The DPO shall not authorize, cause or suffer any portion of any of the Subscribed Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the DPO in the manner set forthin this Agreement at the time the Subscribed Channel(s) are made available. If the DPO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any purpose, the DPO shall within ten (10) minutes of so becoming aware notify the Broadcaster and the DPO shall also forthwith deactivate the concerned DPO's STB to prevent such unauthorized use. However, use of an DPO's STB with personal video recorder (PVR)/digital video recorder (DVR) facility which has been supplied by the DPO shall not be treated as unauthorized use, as long as such DPO's STB is used in accordance with the terms and conditions of this Agreement. The DPO undertakes to ensure that content stored in PVR/DVR/external storage device should always be encrypted as a 'Copy Protect' feature and shall be encrypted and not play on any other device(s). For the purpose herein, the term 'Copy Protect' means such features which prevent reproduction of content/media and/or unauthorized copying and distribution of content/media. Cloud based PVR/DVR facilities are prohibited.

(e) If so instructed by Information (as defined below) by the Broadcaster, the DPO shall deactivate or de-authorize the transmission to any unauthorized Subscriber/Active Subscriber indulging in Piracy, within 10 minutes from the time it receives such Information from the Broadcaster. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through email and (ii) the information is sent by a person(s) who is designated to send such information. However, the Information may even be provided by the Broadcaster through other means of communications such as telephonic message, fax etc. and the said Information shall later be confirmed by the Broadcaster through email and the DPO shall be under obligation to act upon such information.

(f) The DPO shall, at its own expense, take all necessary steps to comply with obligations set forth in **Annexure K**. DPO undertakes to provide all such assistance to the Broadcaster, with respect to the Subscribed Channel(s), as may be reasonably required by the Broadcaster with respect to prevention of Piracy of the Subscribed Channel(s) in the Territory.

19. REPRESENTATION BY BOTH PARTIES:

(a) The Broadcaster represents to the DPO that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder. Similarly, the DPO represents to the Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) Either Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party.

(c) Either Party shall comply with the Applicable Laws *(including DPO's compliance with the provisions of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017)*. Either Party hereby represents, warrants, undertakes to the other Party and agrees that in performing its obligations or exercising its rights etc. under this Agreement, each Party and its respective employees shall not pay, offer or promise to pay or authorize the payment directly or indirectly of, any monies or anything of value to anygovernment official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with and in compliance of Prevention of Corruption Act, 1988, Indian Penal Code, 1860 including all applicable Indian laws.

20. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER:

(a) As on date of this Agreement, the Channels are registered in India with MIB and with any other authority as required under Applicable Laws.

(b) The distribution of the Channels is permitted in India and no court or tribunal or any other authority has passed an order forbidding the distribution of the Channels in India.

21. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF DPO:

The DPO represents, warrants and undertakes to the Broadcaster that:

(a) DPO has a valid and subsisting license from the applicable statutory authority which permits the DPO to operate its Permitted Digital Distribution Platform and DPO undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to the Broadcaster, as and when called upon to do so by the Broadcaster.

(b) As and when demanded by the Broadcaster, the DPO shall provide the following:-

i. CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure L**); and
ii. SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure M**).

(c) DPO shall be solely responsible for all equipment necessary to receive and exhibit signal of each Channel and for obtaining and adhering to all relevant governmental consents and authorizations that may be required respecting DPO's performanceof this Agreement. DPO's transmitting facilities shall be fully capable of individually addressing Active Subscribers on a channelby channel and decoder by decoder basis.

(d) In the event the DPO has chosen to obtain discounts in terms of the Incentive Plan, then the DPO represents that at the time of providing the Subscriber Report for each month of the Term, the DPO shall also provide data pertaining to the DPO's Active Subscriber Base during such month of the Term.

(e) The DPO's STBs, CAS and SMS shall comply with the Technical Specifications and DPO agrees that the DPO's STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs as set out in **Annexure H**.

(f) The DPO shall not retransmit the Subscribed Channels via any medium other than the DPO's Permitted Digital Distribution Platform identified by the DPO in this Agreement.

(g) The DPO shall provide the Subscriber Reports and pay Broadcaster's share of MRP, together with applicable taxes, within the specified time-lines.

(h) The DPO shall make available to the Broadcaster, every month, logs containing channel wise history of all the activations and de-activations of all the DPO's STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the DPO's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.

(i) The DPO shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.

(j) The DPO shall provide the Broadcaster, for anti-piracy monitoring of every Subscribed Channel/Package distributed/retransmitted by the DPO's Permitted Digital Distribution Platform, 10 (ten) DPO's STBs for which the Broadcaster shall pay applicable charges.

(k) The DPO shall not distribute the Subscribed Channels to any Commercial Subscribers.

(l) All applicable Execution Requirements, as listed in **Annexure N** of this Agreement, provided by DPO to the Broadcaster are correct.

(m) The DPO shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest industry standards in India, subject to the signals of the Subscribed Channels getting delivered to the DPO of a quality sufficient to permit the DPO to reasonably comply with such standards. DPO shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month without any interruption or deviation from the daily transmission schedule, and shall immediately notify the Broadcaster of any degradation to any of the Subscribed Channels' signals.

(n) The DPO shall ensure that EPG functionality, user interface and on-screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10 % of the television screen from bottom.

(o) The DPO shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except the DPO's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more that 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.

(p) The DPO undertakes to retransmit signals of the Subscribed Channels in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.

(q) The DPO undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s). The DPO further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify the Broadcaster, of any unauthorized copying, taping or use of any part of the Subscribed Channel(s) and shall fully cooperate with all requests by the Broadcaster, to take such steps as are reasonable and appropriateto cause such activities to cease. It is understood that this shall not apply to Broadcaster's Subscribers using DPO's STBs with PVR/DVR facilities in accordance with the provisions of this Agreement.

(r) The DPO shall ensure that EPG functionality, user interface and On Screen Display appears at the Subscriber's option provided such interface does not hamper the viewing experience of the Subscriber.

(s) The DPO shall not push content onto the DPO's STBs, there shall not be automatic advertisement skipping function and/or the DPO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).

(t) The DPO undertakes not to place the Subscribed Channel(s)/Bouquet(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.

(u) DPO further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscribed Channel(s) nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s).

(v) The DPO hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Subscribed Channel(s) on the DPO's STBs of the DPO's Permitted Digital Distribution Platform in any manner.

(w) DPO undertakes not to modify, misuse or tamper with the Broadcaster's STBs including the seal (paper seal to prevent opening of the Broadcaster's STB) or any signals emanating there from, in a manner that prevents the identification of the Broadcaster's STB number or interferes with the signals emanating there from.

(x) The DPO undertakes to keep the Broadcaster's STBs in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster, in the event of any mechanical/technical fault in the Broadcaster's STB.

(y) DPO understands and acknowledges that Broadcaster, shall have the right to run scroll(s) on its Channel(s) to provide such information to Subscribers as may be required by Broadcaster from time to time.

(z) Upon expiry/termination of the Agreement, the DPO undertakes to return the Broadcaster's STBs in good working condition to Broadcaster and pay to the Broadcaster, all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.

(aa) DPO undertakes that on reasonable prior notice to DPO, Broadcaster, reserves the right to encode and/or compress the signal of the Channel(s) and/or to change the satellite or transponders by which signal of the Channel(s) is/are delivered and/or the satellite or transponders from which DPO shall downlink signal of Channel(s) and/or to change or modify the technical standard of signal of Channel(s). Upon change in the designated satellite of the Subscribed Channel(s), the DPO undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense.

(bb) DPO undertakes that, Broadcaster may rename or re-brand Subscribed Channels or amend logos in any manner at its sole discretion.

(cc) The DPO undertakes to keep accurate and complete records and accounts of billings of the Active Subscribers and make such records available to the Broadcaster and/or its representatives for inspection upon reasonable notice.

(dd) The DPO represents that the DPO shall provide a list of Local Cable Operators together with its details to the Broadcaster and that the same are correct. The DPO undertakes to enter into a back to back agreement with the Local Cable Operators to ensure that the Local Cable Operators are in compliance with all the provisions of this Agreement. The DPO undertakes to promptly inform the Broadcaster in case of any change in number, names, addresses and details of the Local Cable Operators.

(ee) The DPO represents that it has a valid registration certificate in its name under the Cable Television Network (Regulation) Act, 1995 to retransmit satellite television channels through the Distribution System in the Area. The DPOs undertakes to keep such registration certificate valid and subsisting during the Term of this Agreement and provide a copy of the same to the Broadcaster as and when called upon to do so by the broadcaster.

(ff) The DPO shall promptly intimate the Broadcaster upon variation (i.e. increase or decrease) in the Subscriber Base.

(gg) The DPO undertakes to pay the Broadcaster's Share of MRP together with applicable taxes in a timely manner.

(hh) The DPO undertakes to obtain requisite licenses from copyright societies/music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.

22. <u>TERM & TERMINATION:</u>

(a) This Agreement be valid for a period of twelve (12) months, i.e., commencing from_____ unless terminated earlier in accordance terms of the other provisions of this Agreement (**"Term"**).

(b) The Parties understand and acknowledge that in case they fail to enter into new interconnection agreement before expiry of the Term, Broadcaster shall cease to provide signals of the Subscribed Channels to DPO upon expiry of the Term.

(c) In case DPO is not desirous of executing a new interconnection agreement upon expiry of the Term, DPO shall thirty (30) days prior to the date of expiry of the Term, inform the Active Subscribers through scrolls on the Subscribed Channels the date of expiry of the Agreement and the date of disconnection of signals of the Subscribed Channels.

(d) Either Party shall have the right to terminate this Agreement by giving 21 (twenty-one) days' written notice, as per Applicable Laws, to the other Party if such other Party is in breach of any of the terms and conditions of this Agreement and such other Party fails to rectify such breach within the referred 21 (twenty-one) days' notice period.

(e) Either Party has the right at its discretion to terminate this Agreement by a written notice to the other Party, subject to Applicable Laws, in the event of dissolution of the partnership *(if applicable)*, initiation of winding up/bankruptcy/ insolvency proceedings against the other Party or appointment of receiver over the assets of the other Party.

(f) Broadcaster shall have the right to terminate this Agreement by a written notice to DPO if Broadcaster discontinues the Subscribed Channel(s) with respect to all DPOs and provides DPO with a written notice as per Applicable Laws.

(g) Broadcaster shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to DPO and/or take any other action as may be appropriate, upon occurrence of any of the following:

i. if the registrations/licenses/permissions necessary for DPO to operate its Permitted Digital Distribution Platform is revoked;
ii. in the event of assignment of the Agreement by DPO without prior written approval of Broadcaster;
iii. if DPO voluntarily or by operation of law loses control of its Permitted Digital Distribution Platform (including but not limited to by entering into an agreement/arrangement with any third party for operational and/or administrative and/or funding purposes, etc.);
iv. if DPO is blacklisted in the GST portal and/or if the rating of DPO on the GST portal goes down below the generally acceptable GST rating;

v. in the event the Broadcaster (or the applicable channel owner) is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to DPO or limits DPO's right or authorization to distribute/retransmit the Subscribed Channels or in the event of any court order which prevents/restricts the Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to DPO under this Agreement.

vi. In case of bankruptcy or insolvency of the DPO;

vii. In case of dissolution of the partnership or winding up proceedings against the DPO; (iii) In the event of assignment of the Agreement by the DPO without prior written approval of the Broadcaster;

viii. If the DPO voluntarily or by operation of law loses control of the means to distribute the Channel in the Area;

ix. If the DPO in any manner jeopardizes or interferes with intellectual property rights referred to in Clause 24 below;

x. If the Equipment are removed from the Installation Address (detailed in the first page of

xi. this Agreement) without prior written consent of Broadcaster or is being used or intended to be used, at a place other than the Installation Address;

xii. If the DPO's registration under the Cable Television Networks (Regulation) Act, 1995 is suspended, cancelled, terminated and/or not renewed;

xiii. If the DPO is in breach of any of its representations, obligations, warranties contained in this Agreement and/or if the same are found to be untrue;

(h) DPO may terminate this Agreement on a 90 (ninety) days' prior written notice to Broadcaster, if DPO discontinues its Permitted Digital Distribution Platform.

(i) The Parties agree that if the Broadcaster's right to distribute any channel from amongst the Channels in India is revoked due to expiry/termination of agreement/arrangement between Broadcaster and the owner of such channel, then this Agreement with respect to such channel shall deemed to have been terminated.

(j) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

23. <u>CONSEQUENCES OF EXPIRY/TERMINATION:</u>

(a) Upon expiry/termination of the Agreement:

i. Broadcaster shall disconnect/deactivate signals of the Subscribed Channels; and

ii. The DPO shall return the Broadcaster's STBs in good working condition *(normal wear and tear accepted)*. In case the Broadcaster's STBs are damaged due to negligence of DPO, the Broadcaster, shall be authorized to recover the actual repair cost from DPO and in the event the Broadcaster's STBs are beyond repair, DPO shall be liable to pay to the Broadcaster,the cost of such Broadcaster's STBs as on the date it was supplied to the DPO.

(b) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession.

(c) DPO shall, within seven (7) days of the expiry/termination of the Agreement, pay to the Broadcaster, all outstanding payments and/or other sums (including but not limited to cost/ charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to the Broadcaster under the Agreement as on the date of expiry/termination, failing which, such outstanding amounts shall be payable together with interest at the rate of 18% per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstanding, along with applicable interest, in full.

(d) Those provisions of this Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

24. INTELLECTUAL PROPERTY RIGHTS:

(a) It is expressly agreed and understood that the DPO shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than the rights expressly provided in this Agreement.

(b) All Intellectual Property related to the Subscribed Channels shall belong exclusively to the channel owner/broadcaster of each Subscribed Channel or its respective affiliated companies or licensor. DPO shall not acquire any proprietary or other rights in the Intellectual Property to which the Broadcaster and/or any of the channel owner/broadcaster or their associates or subsidiaries assert proprietary or other rights, which may be notified to the DPO from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. DPO may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of Broadcaster. Marketing materials generated by the DPO may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels and/or the applicable channel owner/broadcaster. Such marketing materials shall require the prior written approval of Broadcaster and/or any of the channel owner/broadcaster. The DPO shall not acquire any proprietary or other rights over the Marks, and agrees not to use Marks without prior written consent of the Broadcaster and/or any of the channel owner/broadcaster. Unless notified to the contrary by the Broadcaster, in all trade references, advertising, and promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by Broadcaster and/or any of the channel owner/broadcaster. To the extent any of such rights are deemed to accrue to the DPO, the DPO agrees that such rights are the exclusive property of Broadcaster and/or any of the channel owner/broadcaster, as applicable. The Broadcaster and/or any of the channel owner/broadcaster reserves the right to inspect any such material at any time without prior notice. DPO shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of Broadcaster, resembles any of the Intellectual Property. DPO shall include appropriate copyright and other legal notices as the Broadcaster may require, and shall promptly call to the attention of the Broadcaster the use of any Intellectual Property or of any names or marks that resemble any Intellectual Property by any third party in India. DPO shall within 10 days after termination of this Agreement return to Broadcaster or, at the Broadcaster's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of the Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to the Broadcaster (or its designee) all interest in and to any graphic representation created byor for the DPO of any Intellectual Property. To the extent permissible by law, DPO hereby irrevocably appoints the Broadcaster as its lawful attorney-in-fact to carry out any legal action required to cancel any registration or application for registration obtained or made by the DPO for the Intellectual Property pertaining to Broadcaster/channel owner and the Subscribed Channels as mentioned herein or to cause all of the DPO's interest in such registrations or application to be transferred to the Broadcaster (or its designee), it being acknowledged that such power is a power coupled with an interest.

25. ADVERTISING AND PROMOTIONS:

(a) The Broadcaster grants to the DPO the non-exclusive right during the Term to use the Marks solely in connection with the marketing and promotion of the Subscribed Channel(s) and in a manner that has been pre-approved by the Broadcaster.

(b) DPO undertakes to give:

i. an equal amount of marketing support for the Subscribed Channels as it provides to other channel(s) of the same genre;
ii. similar treatment to all Subscribed Channels in all advertising material whereby Subscribed Channels' logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and opportunity to the Subscribed Channels to participate in events and promotions that DPO undertakes.

26. REGULATORY INTERVENTION:

In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of

Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder, such amendment to take effect from the date of such change. In the event that the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

27. MISCELLANEOUS:

(a) Confidentiality: The Parties shall keep in strict confidence any Confidential Information received by it from the other Party and shall not disclose the same to any person, not being a party to this Agreement. The Parties shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by any Party to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of the respective Party and the other Party shall not acquire any rights in the Confidential Information.

(b) Specific Performance: The parties agree that damages may not be an adequate remedy and the parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.

(c) Guarantee: The DPO shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this agreement and perform their obligations hereunder. The DPO guarantees the performance of the obligations of its affiliates, sub-operators and their affiliates under the terms of this agreement. Any breach or default of this clause will make the DPO liable for any such non-compliance and penal action thereto.

(d) Limitation of Liability:

i. The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the DPO or the operator or sub-operator shall entitle the Subscriber to receive the Channels from the Broadcaster or create any direct relationship between the Subscriber and the Broadcaster.

ii. the Broadcaster shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

iii. Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.

iv. Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

v. Without prejudice to the foregoing, the maximum aggregate liability of the Broadcaster for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Broadcaster's share of MRP that has actually been paid by the DPO to the Broadcaster, till the applicable date.

(e) Force Majeure: Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including any acts of God, earthquake, tides, storm, lightning, flood, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war or warlike situation and acts of a similar nature or satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the DPO/Broadcaster's Subscribers. In the event of a suspension of any obligation under this Clause, which extends beyond a period of one (1) month, the Party not affected may, at its option, elect to cancel those aspects of this Agreement.

(f) No Agency: Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of this Agreement or by Broadcaster's delivery of the Subscribed Channels to the DPO. This Agreement between the Broadcaster and the DPO is on principal to principal basis and is terminable in nature.

(g) No Waiver: The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

(h) Assignment:

i. Notwithstanding anything contained in the Agreement or by operation of law or otherwise, the DPO shall not have the right, without the prior written consent of the Broadcaster to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party.

ii. Broadcaster may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as the Broadcaster *vis-à-vis* the DPO.

(i) Indemnity and Third-Party Claims:

i. DPO shall without any limitations as to time period or amounts keep and hold Broadcaster and its affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any actual or alleged breach of any terms representations, warranties, guarantees and covenants of this Agreement or misrepresentation or fraud by DPO, its sub-operators or its affiliates..

ii. Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non- furnishing is due to failure of equipment, satellite action or natural calamity.

iii. Broadcaster makes no representation or warranty as to whether the Subscribed Channels or any of its content requires any governmental consent or approval for retransmission in the Territory through DPO's Permitted Digital Distribution Platform. DPO shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for distribution of the Subscribed Channel(s) through DPO's Permitted Digital Distribution Platform and maintaining those approvals, licenses and permissions throughout the Term. Further, the Broadcaster shall have no liability with respect to:

a. any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow the Broadcaster's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by the Broadcaster, in which event the Broadcaster shall not be under any obligation to provide DPO with any other Equipment;
b. any inaction, default or on the part of the DPO, its distributor or installer;
c. any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of the Broadcaster;
d. deactivation, disconnection, interruption of the Channels or termination of this Agreement by the Broadcaster in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of the non-payment of Broadcaster's Share of MRP by the DPO or on account of any other breach of this Agreement by the DPO); or
e. failure on the part of the DPO to maintain the licenses and approvals required under the applicable Law;

iv. This Clause shall survive termination of the Agreement.

(j) Notices: All notices given hereunder shall be given in writing, by personal delivery, e-mail, courier, Speed Post or Registered Post A.D., at the correspondence address of the DPO and the Broadcaster set forth in the Agreement, unless eitherparty, at any time or times, designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by *(i)* personal delivery shall be deemed to have been delivered on the same day on which the personal delivery takes place, *(ii)* e- mail shall be deemed to have been delivered on the same day on which the e-mail is sent, unless a delivery-failure notificationis received by the sender and *(iii)* courier or Speed Post or Registered Post A.D. shall be deemed to have been delivered on the 3rd (third) day from the date of dispatch of such courier or Speed Post or Registered Post, as applicable. All notices to Broadcaster shall *also* be addressed to the attention of "Head-Legal", IN10 Media Private Limited, (formerly known as Epic Television Networks Private Limited).

(k) Severability: If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

(l) Survival: Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of the DPO, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.

(m) Governing Law and Jurisdiction: The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.

(n) Counterpart: This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

_____ _____

For the Broadcaster For the DPO

(o) Special Overriding Condition: Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to the Broadcaster's challenge / right to challenge / impugn certain provisions of TRAI's notifications dated March 3, 2017, as amended. The Broadcaster reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI's notifications dated March 3, 2017, as amended.

(p) Entire Understanding/Modifications: This Agreement along with its Annexures contains the entire understanding between the Parties with respect to the Channels/Subscribed Channels herein. The Parties are executing this Agreement in acceptance of the mutually agreed contents of this Agreement, out of their own free will, consent and volition and without any sort of force, coercion or any undue influence. This Agreement shall become binding on the Parties and enforceable at law only aftercounter signature by Broadcaster. Upon execution, this Agreement shall supersede all prior understandings between the Parties with respect to retransmission of the Subscribed Channel(s) on DPO's Permitted Digital Distribution Platform in the Territory. Any modification, variation, alteration and amendment of the provisions of this Agreement shall become effective only once the same has been captured in writing and executed by and both Parties.

(q) Cumulative Rights and Remedies: except as otherwise specified in this agreement the rights and remedies of the parties under or pursuant to this agreement are cumulative, may be exercised as often as relevant party considers appropriate and are in addition to their respective rights and remedies under general law.

(r) Announcement: Neither Party shall make any announcement relating to this Agreement, any matter arising in respect of this Agreement or its relationship with the other Party, without the prior written consent of the other Party. The form and content of any such announcement shall be consented and agreed to by both Parties. The Parties also agree to keep all matters relating to this Agreement secret and confidential.

(s) Relationship between The Parties: Nothing in this Agreement will be construed as creating partnership, joint venture, agency or employment between the Parties. The Parties shall not be responsible for the acts or omissions of the other and neither Party shall have nor represent that it has any power/authority to speak for, represent, bind or assume any obligation on behalf of the other Party in any way without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the Agreement.

For IN10 Media Private Limited (formerly known as Epic Television Networks Private Limited)

Signature:_____

Name:_____

Title: _____

For [Name of the DPO]

Signature: _____

Name: _____

Title: Authorized Signatory

_____ _____

For the Broadcaster For the DPO

ANNEXURE A

TERRITORY

(a) "**Territory**" means such areas in India which are listed in Column B below:

Column A	Column B	Column C	Column D	Column E
Sr. No.	**Locality**	**Town / City**	**District**	**State / Union Territory**
1				

GST REGISTERED LOCATION(S)

(a) The DPO hereby requests IN10 Media Pvt. Ltd. (formerly known as Epic Television Networks Private Limited) to raise invoices on the DPO's multiple GST Registered Locations across India, the particulars of which are provided herein in Table 1 below:-

Table 1

Sr. No.	Customer name (MSO /DPO)	CRN No.	GST Registration Number in a State	Full Address for which this GST Registration is obtained	Proposed invoice value (post GST) or %age
	Total				100%

DPO hereby represents and warrants that for the purpose of GST Laws, each of the GST Registered Location of the Operator provided in Table 1 above, are respectively the locations that are the most directly concerned with the receipt of the Broadcaster's supply under this contract, each of such GST Registered Location is the 'recipient of supply', and liable to pay such invoice. If the DPO has multiple GST Registered Location(s), the payment of Broadcaster's Share of MRP, in full or part by the DPO to the Broadcaster is on behalf of each of such GST Registered Location(s) and shall be considered as payment made by each of such GST Registered Location(s) against the respective invoices. The Broadcaster is entitled to appropriate at its option, unless otherwise mentioned specifically to the contrary, any payment by the DPO to the oldest outstanding unpaid invoice amount by that DPO

For and On Behalf of the **DPO**

……

(Authorized Signatory)

Name of the Signatory Mr.

Date:- ……..

_____ _____

For the Broadcaster For the DPO

ANNEXURE B
Authorized Area (s)

Sr. No.	Name of the Operator	State	District	Authorized Areas
1				

Installation Address of CAS:
Installation Address of SMS:
Local headend/Installation Address(es) of Digital Satellite Receiver No. and VC No.:

Sr. No.	CRN	Name of the Cable Operator	Address(es)	Authorized Areas

For the Broadcaster

For the DPO

ANNEXURE C

EQUIPMENT DETAIL			
Channel(s)	Digital Satellite Receiver No.(IRD No.)	VC No.	Unique Identification No.
ISHARA			
EPIC			
GUBBARE			
FILAMCHI BHOJPURI			
SHOWBOX			
NAZARA			

_____ _____

For the Broadcaster For the DPO

ANNEXURE D

1. INCENTIVE PLAN ON A-LA-CARTE MRP OF CHANNELS

(a) DPO is desirous of availing the Incentive Plan on a-la-carte MRP of Channels: ✓ (assign tick (✓) to mark selectionof this Incentive Plan).

(b) In case DPO has indicated in Clause 1(a) above that it is desirous of availing this Incentive Plan, then the parameters for Incentive Plan on a-la-carte MRP of Channel(s) are set forth in this Annexure D and are subject to DPO fulfilling the conditions set out in this Annexure D.

2. Relative Positioning Incentive on a-la-carte MRP of Channels: Relative Positioning Incentive on MRP of Channels shall mean discount of 15% (fifteen percent) on the a-la-carte MRP of Channels, which shall be subject to DPO granting such relative position (on the EPG of DPO's Permitted Digital Distribution Platform) to Channel(s) vis-à-vis the Competing Channels in the manner as is set forth in Table A of this Annexure D.

TABLE A
Specified Channels, Genre and Relative Positioning Slabs

Sr. No.	Channel Name	Select / Checkbox	Genre (Sub-Genre)	Competing Channels	Slab
1.	ISHARA	☐	General Entertainment Channel (GEC)	Star Plus, Sony Entertainment, Colors,Star Bharat, & TV, Sab TV, Zee TV.	
2.	Epic	☐	Infotainment	Discovery, National Geographic, History TV18, Sony BBC Earth, NGC Wild Animal Planet, DiscoveryScience.	
3.	Gubbare	☐	Kids	Cartoon Network; Discovery Kids; Disney Channel; Disney Junior; Hungama TV; Super Hungama; Nick Jr. Nickelodeon; Pogo TV Sonic Nickelodeon; Sony Yay	
4.	Filamchi Bhojpuri	☐	Movies	Zee Biskope, Bhojpuri Cinema B4U Bhojpuri, Zee GANGA	
5.	ShowBox	☐	Music	9XM, Mastiii, B4U Music, 9X Jalwa, Zoom, MTV Beats	
6.	Nazara	☐	General Entertainment Channel (GEC)	Star Plus, Sony Entertainment, Colors,Star Bharat, & TV, Sab TV, Zee TV.	

_____ _____

For the Broadcaster For the DPO

(a) DPO shall be considered eligible to avail the Relative Positioning Incentive on a-la-carte MRP of Channels in the event it satisfies the following two conditions:

(i) DPO shall place the Channel(s) at their respective defined Slab on the EPG of DPO's Permitted Digital Distribution Platform *(in terms of Table A above)*; and

(ii) DPO shall not disadvantage or otherwise treat less favorably any of the Channel(s) *vis-à-vis* their relevant Competing Channels (in terms of Table A above) and in this regard, DPO shall ensure that it places the applicable Channel(s) and their respective Competing Channels consecutively in the EPG and shall also allocate consecutive LCNs to the Channel(s) and their respective Competing Channels.

(b) If for any reason, DPO fails to adhere to all stipulations specified in Clause 2(a) above during a particular month of the Term, then the applicable Relative Positioning Incentive on a-la-carte MRP of Channels shall be withdrawn for such particular month.

3. **Relative Positioning Report for Channels**: At the time of submission of the Subscriber Report, DPO shall also provide Broadcaster, the relative positioning report for the Channels in the format as may be prescribed by the Broadcaster("**Relative Positioning Report for Channels**"). Additionally, if called upon to do so, DPO agrees to provide sufficient evidencein support of its claim for Relative Positioning Incentive on a-la-carte MRP for Channels.

4. **Subscriber Records, Access and Audit**: During Audit, the Broadcaster shall be entitled to access the records, SMS, CAS and related systems of the DPO in order to determine the correctness of the Relative Positioning Report for the Channels and evidence (if any) submitted by DPO in support of its claim for Relative Positioning Incentive on a-la-carte MRP of the Channels.

5. The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of this Incentive Plan at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Plan *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed /Suspended Channel, or (iii) in case of conversion of a channel from pay to FTA or vice- versa.

_____ _____

For the Broadcaster For the DPO

ANNEXURE E

LIST OF CHANNELS

Sr. No.	Channel Name	Genre	Language	Nature of Channel	Assign (✓) against channel to mark selection
1.	**ISHARA**	GEC	Hindi	Pay	
2.	**EPIC**	Infotainment	Hindi	Pay	
3.	**GUBBARE**	Kids	Hindi	Pay	
4.	**FILAMCHI BHOJPURI**	Movies	Bhojpuri	Pay	
5.	**SHOWBOX**	Music	Hindi	Pay	
6.	**NAZARA**	GEC	Hindi	Pay	

*Certain channels may have additional language feeds which may be continued / discontinued / replaced / Substituted from time to time without any obligations towards the DPO.

_____ _____

For the Broadcaster For the DPO

ANNEXURE F

(I) A-LA-CARTE MRP OF CHANNELS

Assign (✓) against channel to mark selection	Channel Name	Genre	MRP per subscriber per month (in Rs.)	Nature of the Channel
	ISHARA	GEC	₹ 5.00/-	Pay
	EPIC	Infotainment	₹ 5.00/-	Pay
	GUBBARE	Kids	₹ 3.00/-	Pay
	FILAMCHI BHOJPURI	Movies (Bhojpuri)	₹ 0.25/-	Pay
	SHOWBOX	Music	₹ 0.10/-	Pay
	NAZARA	GEC	₹ 0.15/-	Pay

Note: 1. Distribution fee is 20% of MRP of subscribed channel / Bouquet. 2. IN10 Media Private Ltd. (Broadcaster) reserves the right to revise the MRP and/or nature of the A-La-Carte Channels, subject to compliance with the Applicable Laws. 3. IN10 Media Private Ltd. (Broadcaster) reserves the right to offer promotion schemes on the Maximum Retail Price of A-La Carte pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time. 4. There is no revision in MRP of above mentioned A-La-Carte pay channels: - Reference to sub-clause 3(b) to THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHT) (ADDRESSABLE SYSTEMS) TARIFF (SECOND AMENDMENT) ORDER, 2020 (No. 1 of 2020) vide TRAI Notification - F. No.21-01/2019 – B&CS dated 01st January, 2020

(II) BOUQUET OF CHANNELS ALONG WITH MRP

Assign (✓) against Bouquet to mark selection	Bouquet Name	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)
	IN10 VALUE PACK	ISHARA	₹ 9.00/-
		EPIC	
		GUBBARE	
		FILAMCHI BHOJPURI	
		SHOWBOX	
		NAZARA	

Note: 5. Distribution fee is 20% of MRP of subscribed channel / Bouquet. 6. IN10 Media Private Ltd. (Broadcaster) reserves the right to revise the MRP of Bouquet of pay channels, subject to compliance with the Applicable Laws. 7. IN10 Media Private Ltd. (Broadcaster) reserves the right to offer promotion schemes on the Bouquet of pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time. The prices of the A-La-Carte pay channel(s) offered under such promotional scheme shall be considered as maximum retail price(s) during the period of such promotional scheme. 8. The MRP of above mentioned Bouquet of pay channels is effective from 01st April, 2020. The MRP of above mentioned Bouquet of pay channels is with reference to sub-clause 3(b) to THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHT) (ADDRESSABLE SYSTEMS) TARIFF (SECOND AMENDMENT) ORDER, 2020 (No. 1 of 2020) vide TRAI Notification - F. No.21- 01/2019 – B&CS dated 01st January, 2020.

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For the Broadcaster For the DPO

ANNEXURE G

[Note: Please incorporate similar Annexures and mark them as Annexure G1, Annexure G2 and so on and so forth (as applicable) for each headend of the DPO's Permitted Digital Distribution Platform]

(a) Headend/installation address of Broadcaster's STBs and CAS and SMS of the DPO's Permitted Digital Distribution Platform:

_____

City / Town: _____

District: _____

State / Union Territory: _____

PIN Code: _____

(b) Details of Broadcaster's STBs installed at the headend/installation address (*Details to be filled in only for the Subscribed Channels*)

Sr. No.	Channel Name	Digital Satellite Receiver No.	Viewing Card No.
1.	**ISHARA**		
2.	**EPIC**		
3.	**GUBBARE**		
4.	**FILAMCHI BHOJPURI**		
5.	**SHOWBOX**		
6.	**NAZARA**		

_____ _____

For the Broadcaster For the DPO

ANNEXURE H

TECHNICAL SPECIFICATIONS

Specifications for Set-Top-Boxes (STBs), Fingerprinting & Conditional Access System (CAS) & Subscribers Management System
(SMS)

A) Conditional Access System (CAS) and Subscriber Management System (SMS):

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.

   Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

   Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the Active Subscriber base of the distributor within 24 hours.

9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing Subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the Subscribers such as:

    (a) Unique customer identification (ID)
    (b) Subscription contract number
    (c) Name of the subscriber
    (d) Billing address
    (e) Installation address
    (f) Landline telephone number
    (g) Mobile telephone number
    (h) E-mail address

(i) Channels, bouquets and services subscribed
(j) Unique STB number

(k) Unique VC number.

12. The SMS should be capable of:

(a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
(b) Locating each and every STB and VC installed.
(c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about:

(a) The total number of registered subscribers.
(b) The total number of active subscribers.
(c) The total number of temporary suspended subscribers.
(d) The total number of deactivated subscribers.
(e) List of blacklisted STBs in the system.
(f) Channel and bouquet wise monthly subscription report in the prescribed format.
(g) The names of the channels forming part of each bouquet.
(h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
(i) The name of a-la carte channel and bouquet subscribed by a subscriber.
(j) The ageing report for subscription of a particular channel or bouquet.

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

16. It shall be possible to generate the following reports from the logs of the CAS:

(a) STB-VC Pairing / De-Pairing
(b) STB Activation / De-activation
(c) Channels Assignment to STB
(d) Report of the activations or the deactivations of a particular channel for a given period.

17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.

20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

B) Fingerprinting:

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after coming into effect of these Amended Regulations, 2019, shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software.
4. The finger printing should not be removable by pressing any key on the remote of STB.
5. The finger printing should be on the top most layer of the video.
6. The finger printing should be such that it can identify the unique STB number or the unique VC number.
7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amended Regulations, 2019 shall support watermarking network logo for all pay channels at the encoder end.

C) Set Top Box (STB):

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Head-end.
5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

NEXURE I

SUBSCRIBER REPORT FORMAT

[for each headend/installation address or earth station (as the case may be) and each applicable State/Union Territory as per the Territory*]*

(I) **SUBSCRIBED CHANNELS OFFERED BY DPO ON A-LA-CARTE BASIS:** Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sr. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Broadcasters Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5)+(6)] / (4)
1.						
2.						

(II) **(SUBSCRIBED BOUQUET(S) OFFERED BY DPO ON STAND ALONE BASIS:** Average Broadcaster's Subscriber Base of each Subscribed Bouquet shall be arrived at, by averaging the number of subscribers subscribing such Subscribed Bouquet recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sr. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Broadcasters Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(8) = (4)+(5)+(6)+(7)] / (4)
1.						
2.						

(III) **SUBSCRIBED CHANNELS OFFERED BY DPO IN PACKAGES:** Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing Package consisting of such channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sr. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Broadcasters Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5)+(6)] / (4)
1.						
2.						

_____ _____

For the Broadcaster For the DPO

ANNEXURE J

SCOPE OF AUDIT

THE SCOPE OF AUDIT SHALL INCLUDE THE ACCESS TO ALL THE FOLLOWING:

SCOPE OF WORK FOR AUDIT

The intent of the audit is to ensure that DPO systems are fully compliant with all regulatory requirements and the Accuracy of Subscriber Reports. The audit shall include the following:

(a) All Headend Audit
(b) CAS Audit
(c) SMS Audit including Subscriber Report
(d) CAS integration with SMS
(e) STB Audit
(f) Distribution Networking audit including Territory/areas covered, as applicable.
(g) Anti-piracy measures
(h) Broadcasters IRDs physical verification and their respective status
(i) TS Analysis at Headend & on field.
(j) Compliance with contractual commitments as per interconnect agreement.

Head End Audit

DPO should provide Complete Network Diagram of its Head End for Audit and Auditing Purpose.
DPO to submit & confirm the no. of MUXs (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of Head End and analysis of TS stream from the MUX.
All TS from MUX should be encrypted for non-DAS & DAS areas, in case DPO is serving both areas.
DPO to ensure that its Network Watermark logo is inserted on all pay channels at encoder end only.

CAS Audit

DPO to provide all below information correctly;
Make & version of CAS installed at Head End.
CA system certificate to be provided by DPO.
CAS version installed should not have any history of hacking, certificate from CAS vendor required.
CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.
CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/OSD.
CAS should be able to generate active/deactivate report channel wise/package wise.
STB's & cards to be uniquely paired from DPO before distributing box down the line /LCO.
All LCO's should be paired with unique system ID, so that consumers can't swap the STB from Non DAS area to DAS area.
DPO to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to the Broadcaster by means of a fresh undertaking.
Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by DPO. CAS vendor required to certified reconciliation of data.
No activation / deactivation from direct CAS system, it must be routed via SMS client only.
The CAS has the capability of upgrading STBs over the air (OTA), so that the connected STBs can be upgraded
DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Package/product report during audit period.
CA system should have the capability of providing history of all actions taken for last 2 years.

SMS Audit

All product authorization must be from SMS only.

SMS and CAS should be fully integrated.

The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

- Unique Customer Id
- Subscription Contract number
- Name of the subscriber
- Billing Address
- Installation Address
- Landline telephone number
- Mobile telephone number
- Email id
- Service/Package subscribed to
- Unique STB Number
- Unique VC Number

SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

Location of each and every set top box VC unit.

The SMS should be capable of giving the reporting at any desired time about:

- The total number subscribers authorized
- The total number of subscribers on the network
- The total number of subscribers subscribing to a particular service at any particular date.
- The details of channels opted by subscriber on a-la-carte basis.
- The package wise details of the channels in the package.
- The package wise subscriber numbers.
- The ageing of the subscriber on the particular channel or package
- The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit:

   (i) Review Complete Network Diagram
   (ii) Undertaking from the DPO for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
   (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also, confirmation with respect to history of hacking.
   (iv) Check the number of MUXs installed with active TS outputs. Also, whether all TS from MUX are encrypted for non-DAS & DAS area.
   (v) Review whether Live diagram / fiber details of network are captured in SMS system
   (vi) To check if DPO specific coding / ID is available for Finger Printing.
   (vii) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
   (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
   (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
      Unique Subscriber ID
      Subscriber Contract Details – No, Term, Date, Name, Address & contact details
      Hardware details
   (x) Review the subscribers activation/ de-activation history in the SMS system
   (xi) Validate if the SMS is integrated with the Conditional Access ("CA") system.
   (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
   (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
   (xiv) Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
   (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
   (xvi) Validate if the LCO is attached to a Subscriber
   (xvii) Review the Electronic Programming Guide to check LCN/CDN and genre of all Subscribed Channels.

(xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to The Broadcaster.

(xix) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.

(xx) Review of the following reports are supported by SMS & CA System:

a. Total no of Subscribers – active & de-active separately
b. De-active subscribers with ageing
c. Subscribed Channel wise Subscribers – total
d. Subscribed Channel wise Subscribers – split by package
e. Package / channel details
f. Subscriber/Revenue Reports by State/City
g. No of packages/services offered
h. List of channels
i. Channels along with Rate Card Options offered with details of active Subscribers
j. Historical data reports
k. Free / demo Subscribers details
l. Exception cases – active only in SMS or CA system

STB Audit

All STB should be individually paired in advance with unique smart card at central warehouse of DPO before handing over to LCO (DACS/non DACS area) or down the line distribution.
DPO to provide details of manufacturers of STBs being used / to be used by it (OS/Software, memory capacity, zapping time).
All STBs must be secure chipset with chipset pairing mandatory.
DPO should provide one set of all type/model of boxes for testing and monitoring purpose.
All STBs used by DPO should be certified and diploma by their CAS vendor.
Forensic watermarking to be implemented on the DPO Head End & STBs.
ECM/EMM base Forced messaging full screen and ticker mode should be available.
All the STBs should have embedded Conditional Access.
The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
The STB should be individually addressable from the Head End.
The messaging character length should be minimum of 120 characters.
There should be provision for the global messaging, group messaging and the individual STB messaging.
The STB should have forced messaging capability.
The STB must be BIS compliant.
The STB must have secure chip set with mandatory pairing.
There should be a system in place to secure content between decryption & decompression within the STB.
The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
The STB outputs should have the following copy protections

(i) Macro vision 7 or better on Composite video output.
(ii) Macro vision 7 or better on the Component Video output.
(iii) HDCP copy protection on the HDMI & DVI output.
(iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

Types of boxes launched / to be launched:

- o Vanilla STB
- o DVR STB
- o Others (please specify)

Please furnish STB details as following:

- Open Standards or Proprietary?
- Audio Video and Data I/O Configuration?
- Local Storage?
- Smarts Card?
- PVR Functionality?
- Tamper Resistance?
- I/O Copy Protection? Please provide the details.
- I/O Interface to Other Devices?

Are the STB's interoperable?

DVR / PVR STB should be compliance of following;

- Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
- Recorded content should be encrypted & not play on any other devices.
- Content should get record along with entitlements and play out only if current entitlement of that channel is active.
- User should not have access to install third party application/software.

Does the Set Top Box support any type of interactive middleware? Please describe.

Fingerprinting

i. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
ii. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after coming into effect of these Amendment Regulations, 2019, shall support the covert finger printing.
iii. The fingerprinting should not get invalidated by use of any device or software.
iv. The finger printing should not be removable by pressing any key on the remote of STB.
v. The finger printing should be on the top most layer of the video.
vi. The finger printing should be such that it can identify the unique STB number or the unique VC number.
vii. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
viii. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
ix. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
x. The finger printing should be possible on global as well as on the individual STB basis.
xi. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
xii. Scroll messaging should be only available in the lower part of the screen.
xiii. The STB should have a provision that finger printing is never disabled.
xiv. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amended Regulations, 2019 shall support watermarking network logo for all pay channels at the encoder end.

Distribution Network Audit

DPO should provide below information in detail;

Fiber network and PIT information on Geo Map.

Service area to be defined.

Details of LCO connected.

DAS and Non DAS area to be defined.

Commercial Audit

1. Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.

2. Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
   Customer acquisition
   Provisioning of the subscriber in authentication, billing and SMS system
   Scheme / package change request process
   Customer Retention process, if any
   Deactivation and churn process

3. Understand/ Verify the various schemes / packages being offered to customers
   Obtain details of all approved schemes / packages and add on which are being offered to customers
   Interactions with the DPO's marketing and sales team on how the various channels are being marketed
   Any special marketing schemes or promotions
   Details of the consumers subscribing to the various schemes/ packages, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process): Generation of reports for subscriber declaration for channels / bouquets. Any reconciliations / checks /adjustments carried out before sending the declaration

5. Analyze declaration reports on a sample basis: Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems) Analyze the computation of average subscribers. Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

6. Analysis of the following -:

   Input and change controls of customer data into SMS
   SMS user access controls – authentication, authorization and logging
   Analyze system logs to identify any significant changes or trail of changes made
   Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
   Review the system logic for the reports which are inputs to Broadcaster declarations
   Channel allocation/fixation to a particular LCN/CDN
   Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
   Sample of activation and deactivation request logs
   Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
   Confirmation of the numbers on the middle of the month on any random chosen dates (report to be taken in front of the auditors/ rep)
   Live Demo of the queries being put in to the system to generate different reports.
   List of CAS and SMS used by DPO in DAS area. Incase more than one CAS and SMS system is used by DPO for both DAS and non-DAS areas, then understand and analyze how the two markets are segregated, controlled, reported and invoiced
   Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
   In case of multiple CAS being used by DPO, to understand synchronization between multiple CAS and SMS.

ANNEXURE K

DPO'S ANTI-PIRACY OBLIGATIONS

1. General

1.1. DPO shall take all necessary actions to prevent any unauthorized access to the channels through its Permitted Digital Distribution Platform.

2. STBs, VCs, Systems and Procedures

2.1. In order to ensure that each STB is capable of being used for Fingerprinting, DPO shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2. DPO represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by DPO or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, DPO:

2.2.1. collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
2.2.2. requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
2.2.3. investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
2.2.4. deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
2.2.5. ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
2.2.6. requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
2.2.7. de-authorizing any STB or VC that is found outside the Territory or in the possession of a person who is not a bonafide Subscriber.

2.3. DPO represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box ofany other operator.

2.4. DPO represents, warrants and undertakes that all installations of STBs and VCs are done directly by DPO or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, DPO's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

2.4.1. Name;
2.4.2. Installation address;
2.4.3. Billing address (if different);
2.4.4. Telephone number of the installation address, where applicable;

2.4.5. Subscriber's unique subscriber reference or subscription agreement number;
2.4.6. Channels /Bouquets that have been selected;
2.4.7. Name and unique reference number of the dealer who sold the STB to such Subscriber;
2.4.8. Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
2.4.9. Name and unique reference number of the installer (if different from the dealer);
2.4.10. VC number; and
2.4.11. Unique STB number.

2.5. DPO agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Subscribed Channels can be accessed from addresses which are:

2.5.1. not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or
2.5.2. outside the Territory; or
2.5.3. that of a cable head end or any other distributor of such Channel.

In order to ensure that the VC is only activated for bone fide Subscribers, DPO further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.

2.6. DPO represents warrants and undertakes that it's SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

3.1 DPO shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by the Broadcaster and as reasonably requested from time to time.

3.2 DPO shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by DPO or by the Broadcaster.

3.3 DPO shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.

3.4 DPO shall ensure that the following processes shall be deployed to keep a heck on piracy and misuse of the signals of the Subscribed Channels:

3.4.1 The Subscribed Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;

3.4.2 Fingerprinting to be provided by DPO on the Subscribed Channels, as per the scheme provided by the Broadcaster; the Broadcaster shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

4.1. DPO shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2. DPO represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software

available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

4.3. DPO agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

4.4. DPO undertakes that it shall furnish the details of encryption system of the DPO's Permitted Digital Distribution Platform used for encrypting the signals of channels available on the DPO's Permitted Digital Distribution Platform and undertakes that the same encryption system shall be used for scrambling the signal of the Subscribed Channels for their retransmission.

4.5. DPO further undertakes that as and when the DPO gives effect to any material changes to DPO's Permitted Digital Distribution Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, the DPO shall forthwith provide written intimation of such change to the Broadcaster. If the Broadcaster suggests reasonable modifications to be given effect to the modified security and encryption technology, then the DPO shall consider shall suggestion for implementation.

5. Piracy, piracy reports and prevention

5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:

5.1.1 Any VC or STB is being located, supplied or sold outside the Territory,

5.1.2 Any of the Subscribed Channels are being viewed via a VC or STB by a third party that is not a Subscriber,

5.1.3 A VC is being used for viewing the Subscribed Channels anywhere other than the registered address of a Subscriber, or

5.1.4 A VC and/or STB are being used by a cable operator or other distributor to distribute any of the Subscribed Channels (each, a "**Piracy Event**").

5.2 If the Broadcaster or DPO becomes aware of a Piracy Event, then DPO shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Subscribed Channels or signals thereof.

5.2.1 In the event the Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, DPO shall provide all reasonable assistance to the Broadcaster to prevent or combat such Piracy Event.

5.2.2 If DPO wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of the Broadcaster, where the Broadcaster shall be one of the parties to such action, it shall notify the Broadcaster in writing and seek the Broadcaster's prior written consent. Where the Broadcaster consents to DPO taking legal or other action on behalf of the Broadcaster, DPO shall keep the Broadcaster fully informed of the progress of such action. DPO shall not settle, attempt to settle or otherwise compromise the rights of the Broadcaster or its affiliates without the prior written consent of The Broadcaster.

5.3 DPO agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.

5.4 DPO shall investigate and report to the broadcaster any detected incidents of copying, transmitting,exhibiting or other illegal use of the Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Broadcaster's STBs that enable access to the Subscribed Channels.

ANNEXURE L

CAS DECLARATION FORM (ON THE LETTERHEAD OF THE CAS COMPANY)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s_____, address at _____having its headend at _____ has installed Conditional Access System (CAS) from our company for its digital addressable cable television platform.

Date of CAS Installation:_____CAS Version: _____

CAS ID:_____NETWORK ID: _____

With respect to the CAS installed at above mentioned headend, we confirm the following:

1. The current version of CAS does not have any history of hacking.
2. We have the capability of upgrading of CAS in case it gets hacking.
3. The CAS is currently in use by other pay TV services and it has an aggregate of at least 1 million subscribers in the global pay TV market.
4. The CAS has the capacity to handle at least 1 million subscribers in the system.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
7. This CAS is independently capable of generating log of all activations and deactivations.
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
9. The CAS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
10. This CAS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and package.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this CAS system. Thanking you,
For (CAS company name)

(Signature) Name:_____

Designation:_____(not below the level of COO or CEO or CTO)

Company seal: _____

_____ _____

For the Broadcaster For the DPO

ANNEXURE M

SMS DECLARATION FORM (ON THE LETTERHEAD OF THE SMS COMPANY)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s_____, address at _____having its headend at _____has installed SMS from our Company for its digital addressable cable television platform.

Date of SMS Installation: _____

SMS Version: _____

With respect to the SMS installed at above mentioned headend, we confirm the following:

1. The SMS is currently in use by other pay TV services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis through the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
6. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. This SMS is independently capable of generating log of all activations and deactivations.
8. This SMS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this SMS system. Thanking you,

For (SMS company name)

(Signature) (Signature) Name:_____

Designation:_____(not below the level of COO or CEO or CTO)

Company seal: _____

_____ _____

For the Broadcaster For the DPO

ANNEXURE - N
EXECUTION REQUIREMENTS

1. If DPO is an individual or a sole proprietor:

(i) Photograph of the proprietor of the Applicant firm.
(ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
(iii) Self-attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
(iv) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

2. If DPO is a partnership firm:

(i) Certified true copy of the registered Partnership Deed.
(ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
(iii) Photograph of the signatory.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

3. If DPO is a company:

(i) The Certificate of Incorporation – certified by the Company Secretary /Director.
(ii) Memorandum and Articles of Association of the company.
(iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Photograph of the signatory.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

4. If DPO is a Hindu Undivided Family "HUF"

(i) The photograph of the Karta.
(ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
(iii) The names of all coparceners and his/her relationship with the Karta.
(iv) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
(v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

5. If DPO falls into the "Other" category

(i) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.
(ii) Such documents as may be required by The Broadcaster.

_____ _____

For the Broadcaster For the DPO

ANNEXURE O

Customer Information Update Form					
Customer Name (Legal Entity Name)					
Constitution of Business					
PAN					
GST Registration Category					
In case it is not applicable or exempted, the following information is required					
Contact Person					
Telephone No					
Email ID					
Incase single registration is obtained, the following information is required					
Billing Address:					
City					
Pin Code		**State**		**State Code**	
GST Registration Status					
Registration Migration Status (GST)					
Date of Registration		**Provisional GSTIN /UIN**			
Service Category		**Services Tariff Code (SAC)**			
Existing Tax Registration No. (Please specify)					
Contact Person					
Telephone No.					
E-mail ID					
In case if registered in multiple states, provide the following information for all the registrations:					
Total No. of GST Registrations (pan India)					
For each of the registrations, kindly provide the following information					
Billing Address:					
City					
Pin Code		**State**		**State Code**	
GST Registration Status					
Registration Migration Status (GST)					
Date of Registration		**Provisional GSTIN /UIN**			
Service Category		**Services Tariff Code (SAC)**			
Existing Tax Registration No. (Please specify)					
Contact Person					
Telephone No.					
E-mail ID					
Declaration By:	**Name:**				
	Designation:				
	Date:				

Note: Please provide a copy of the document evidencing provisional GSTIN ID issued by GSTIN

_____ _____

For the Broadcaster For the DPO

ANNEXURE P

Application form for request of signals of the Channel(s) by the DPO

(As per Clause 10(4), (5) and (6) of the Interconnection Regulations)

1. Name of the DPO of the television channels:

2. The names of Owners / Directors / Partners of the DPO: _____

   _____

3. Registered Office Address: _____

   _____

   _____

4. Address for communication: _____

   _____

   _____

5. Name of the contact person / Authorized Representative: _____

6. Telephone:_____, Mobile:

7. Email address: _____

8. Copy of certificate of registration / permission / license (Copy Attached):_____(**Yes / No**)

9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SNS) deployed by the DPO to be attached along with this Application Form.

10. Details of the areas, corresponding States / UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas: **As per the details provided in Schedule A.**

11. Area wise present subscriber base of the MOS: **As per the details provided in Schedule B**

12. List of channels and bouquets for which signals of television channels are requested: **As per the details provided in Schedule C.**

13. Goods & Services Tax registration number:

14. PAN No. (Attach a copy):

15. Are the CAS / SMS in compliance with the regulations: **Yes / No**

16. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available (copy attached): **Yes / No**

_____

(Stamp & Signature)
Name: Mr.
Designation:
Date and Place:

_____ _____

For the Broadcaster For the DPO

DECLARATION

I Mr._____ s/o/d/o,_____, (Owner / Proprietor / Partner / Director / Authorized Signatory), of (Name of Distributor of television channels), dohereby declare that the details provided are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

_____
(Stamp & Signature)
Name: Mr.
Designation:_____
Date and Place: _____

_____ _____
For the Broadcaster For the DPO

REFERENCE INTERCONNECT OFFER ("RIO")

This RIO version number 1 of 2022 is issued and published by KALAIGNAR TV Private Limited("**Broadcaster**"/ "**KALAIGNAR TV**) under authorization, pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017, as amended ("**Interconnection Regulations**"), The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, ("**Tariff Order**")(as may be amended from time to time) and Telecommunication (Broadcasting And Cable) Services Standards Of Quality Of Service And Consumer Protection (Addressable Systems) Regulations, 2017 as amended ("**QoS**") (Interconnection Regulations, Tariff Order and QoS are collectively referred to as "**2017 Regulations**") read with The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (collectively referred to as "**2020 Amendment Regulations**") and The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 dated November 22, 2022 and The Telecommunication (Broadcasting And Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 dated November 22, 2022 (**collectively referred to as "2022 Amendment Regulations"**). In accordance with the TRAI Press Release dated November 22, 2022, the 2017 Regulations read with 2020 Amendment Regulations and 2022 Amendment Regulations are effective from **1st February, 2023**.

The terms mentioned in this RIO constitutes all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster's available channels to subscribers in terms of the regulations and supersedes the previous RIO / Interconnection Agreement(S) Of KALAIGNAR TV hoisted on KALAIGNAR TV's website. As per Regulation 10 (5) and (6) of Chapter IV of the Interconnection Regulations, those distribution platform operators desirous of obtaining signals of Broadcaster's Available Channels shall make a written request vide an "APPLICATION FORM FOR REQUEST OF SIGNALS" which is available on KALAIGNAR TV website under thelink www.kalaigartv.co.in as Service Form 1. The Operator shall along with the Service Form 1, also submit all relevant information, documentary evidence / technical compliance report as required therein showing that the Operator's addressable systems to be used for distribution of Broadcaster's Available Channels meet the requirements specified in the Schedule III of the Interconnection Regulation. On receipt of the request from the Operator in the manner set out hereinabove along with required information and mandatory documents, Broadcaster and the Operator will enter into the Interconnection Agreement attached hereto containing all the terms and conditions on an "as-is" basis and without the Operator making any unilateral changes/modifications. In the event KALAIGNAR TV is in receipt of an Interconnection Agreement signed and sent by the Operator with their unilateral changes, such Interconnection Agreement shall be deemed void ab-initio and non-binding. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of Broadcaster's Available Channels, the Operator shall not be in default of payment to Broadcaster in terms of second proviso of regulation 3(2) of the Interconnection Regulations. Accordingly, the Operator shall not have any outstanding amounts due and payable to Broadcaster in terms of the existing agreement(s) as on the date of execution of this RIO, unless the Broadcaster at its sole discretion grants additional time to the Operator to remit the outstanding amount on just and equitable grounds. It is further clarified that the execution of the Interconnection Agreement by KALAIGNAR TV shall not amount to any waiver by KALAIGNAR TV of its rights available under Applicable laws and/or erstwhile interconnection agreement/s to claim any outstanding subscription/license fees due and payable to KALAIGNAR TV.

In the event the Operator opts for downloading the Interconnection Agreement from the website of KALAIGNAR TV and signs the said downloaded Interconnection Agreement, it shall be mandatory for the Operator to send it to KALAIGNAR TV within 7 days of signing and such Interconnection Agreement shall be binding only after it is counter-signed by KALAIGNAR TV. it is further clarified that any signed Interconnection Agreement from the Operator shall not be legally binding (i) if the Interconnection Agreement sent by the Operator has any unilateral changes and/or (ii) if the said Interconnection Agreement is received after a new version of RIO/ Interconnection Agreement is uploaded by KALAIGNAR TV on its website. In the event KALAIGNAR TV modifies and uploads a revised RIO/ Interconnection Agreement on its website, any unexecuted interconnection agreement shall be null and void.

In the event there is any change in the Applicable Laws, the Broadcaster reserve the right to revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement covering all such revisions/ modifications/ alterations shall be executed between the Parties. In such an event, this RIO and / or the existing agreement shall automatically be null and void.

It is further clarified that in order to be eligible to execute the Interconnection Agreement, the Operator must be compliant with all Applicable laws, including the Regulations of TRAI, The Cable Television Networks (Regulation) Act, 1995 And Cable Television Networks (Regulation) Rules 1994, as amended from time to time, Operational Guidelines of MIB as may be notified from time to time for Direct-To-Home (DTH) Broadcasting Services, Headend-in-the-Sky (HITS) Broadcasting Service and Policy guidelines for IPTV Service.

This RIO read along with the Interconnection/Subscription Agreement attached hereto is being published by the Broadcaster for its Available Channels and also for Available Channels of its group companies under authorisation from the respective broadcaster**,** in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Upon signature of the Operator and counter signature by the Broadcaster, the Interconnection Agreement shall become binding on the Parties and enforceable at law. Both the RIO and the Interconnection/Subscription Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO..

By executing this RIO, the Operator declares and undertakes that-

(i) The Operator is compliant with the Applicable Laws and holds necessary licenses/permissions for rebroadcasting/retransmitting the signals of Broadcaster's Available Channels;

(ii) The Operator is financially solvent and capable of discharging its payment obligations under this RIO;

(iii) The Operator has not been convicted of any offence by any competent court;

(iv) The Operator has furnished all relevant documents/information along with the signed copy of this RIO, and shall furnish such further documents/information as and when required by Broadcaster, at its sole discretion

SERVICE FORMS

To enable better service to the Operators and to expedite and facilitate the documentation for KALAIGNAR TV's Channels and/or KALAIGNAR TV's Bouquets, KALAIGNAR TV has uploaded the below service forms on its website www.kalaigartv.co.in and the are also annexed hereto as **Schedule K** of the Interconnection Agreement:

a) **Service Form 1- Application Form**
b) **Service Form 2-Amendment Agreement For Modification Of Subscribed Kalaignar Tv Channels And/Or Kalaignar Tv Bouquets**
c) **Service Form 3- Amendment Agreement For Modification Of Authorized Areas**
d) **Service Form 4- Form For Addition/ Discontinuation/ Alteration Of The Addressable Systems And/Or Encryption Systems**
e) **Service form 5- Form For Change Of Control**
f) **Service form 6- Form For Discontinuation Of Operations**

On execution of any of the aforesaid Service Forms, the said Service Forms shall form an integral part of the said Interconnection Agreement(S).

The Broadcaster has designated the following persons for receiving the request for interconnection from the distribution platform operators (DPOs) viz., multi-system operators ("**MSO**"), direct-to-home ("**DTH")** Operators**,** internet protocol television ("**IPTV**") Operators and headend-in-the-sky ("**HITS")** Operators and their grievance redressal pertaining to this RIO/Interconnection/Subscription Agreement.

For MSOs and IPTV Operator:

Sr. No.	**Name of the Designated official**	**Contact no.**	**Email id**	**Name of the State/Territory for which the official is designated**
1	Mr. Ashley Samuel	9884900801	ashley@kalaignartv.co.in	Pan India

For DTH Operator:			
Name of the Designated official	**Contact no.**	**Email id**	**Name of the State/Territory for which the official is designated**
Mr. Ashley Samuel	9884900801	ashley@kalaignartv.co.in	PAN INDIA

For HITS Operator			
Name of the Designated official	**Contact no.**	**Email id**	**Name of the State/Territory for which the official is designated**
Mr. Ashley Samuel	9884900801	ashley@kalaignartv.co.in	PAN INDIA

Note: If Operator is an MSO and/or DTH Operator and/or IPTV Operator and/or HITS Operator, then it shall execute separate interconnection agreement for each type of its Platform for availing signals of the Channels.

**Execution of this RIO and provision of signals under this RIO shall not amount to a waiver by Broadcaster of its right to claim all outstanding subscription fees under the erstwhile agreement/s and Broadcaster shall be within its rights to claim the same including termination of this RIO, as per applicable law, for non-clearance of all outstanding dues under the erstwhile agreement/s.*

கலைஞர்

Agreement Number :

KALAIGNAR TV

RIO Version Number : *RIO NTO 2.1 Version 1 of 2022/16-12-2022*

:

Customer Code

INTERCONNECTION /SUBSCRIPTION AGREEMENT

This Interconnection/Subscription Agreement (the "**Agreement**") is executed (on the date herein below mentioned) by and between:

KALAIGNAR TV PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number (CIN): U92100TN2007PTC063806 and having its registered office at "Anna Arivalayam" 367,369, Anna Salai Teynampet Chennai-600018(hereinafter referred to as "KALAIGNAR TV"/"Broadcaster" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

and

A. _____Skylink Networks having its _____ registered office as specified in **Schedule D** hereinafter referred to as **"*Customer/Operator*"**, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns).

Legal Status of Operator:	Company	Partnership Firm	Proprietorship Firm	Individual	HUF
LLP	AOP	Trust			

The Broadcaster and the Operator shall singularly be referred to as a "**Party**" and collectively as the "**Parties**".

RECITAL:

A. The Broadcaster is, inter-alia, engaged in the business of broadcasting and distribution of satellite based Channel(s)/service(s) and has exclusive right to market and distribute the Channel(s)/service(s) to various Subscribers and users of the Channel(s)/service(s) in India.

B. The Operator is in the business of retransmitting the signals of television channels on its distribution Platform (as defined herein) and is desirous of retransmitting the signals of the Broadcaster's Channels to their respective Subscribers.

C. The Broadcaster has the requisite power and authority to enter into this Agreement with the Operator and create the mutual rights and obligations that are contractually binding in nature and legally enforceable at law.

D. The Operator represents to Broadcaster that it is authorized to re-transmit signals of satellite television channels through its Platform in the Authorized Area(s) and possesses requisite Operator's License in this regard.

E. The Operator further represents that it is in compliance with all Applicable laws and has completed and satisfied the requirements under the Interconnection Regulations and is desirous of carrying the Channels on its Platform for re-transmission amongst its Subscribers in the Territory.

F. Relying upon the Operator's representations, the Broadcaster has agreed to grant a non-exclusive license to the Operator to re-transmit the Channels on the Platform strictly subject to and in accordance with the terms and conditions of this Agreement and Applicable Laws.

NOW THEREFORE, in consideration for the mutual promises and convents set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

1. Definitions:

The following terms used in this Agreement shall have the meaning as set forth below. Any term used herein but not defined expressly shall have the meaning ascribed to it in under Interconnection Regulations, Tariff Order (as amended from time to time), Cable Television Networks (Regulations) Act 1995 and Cable Television Networks Rules 1994.

1.1 *"**Active Subscriber**"* means a subscriber who has been authorized to receive signals of subscribed television channels as per the subscriber management system /CAS of the Operator and whose set top box has not been denied signals;

1.2 ***"Total Active Subscribers of the Operator"*** shall mean total active subscribers of the Operator who have subscribed to at least one channel (SD or HD). In case of the Standard-Definition Identified Channel(s), Total Active Subscribers shall mean total active subscribers of the Operator who have subscribed to only Standard-Definition channel(s) and in case of the High-Definition Identified Channel(s), Total Active Subscribers shall mean total active subscribers of the Operator who have subscribed to at least one High-Definition channel.

1.3 ***"Total Active Subscribers of the Channel"*** shall mean total active subscribers of a KALAIGNAR TV Channel which will be arrived at by adding up the average active subscribers who have opted the said KALAIGNAR TV Channel on a-la-carte basis and average active subscribers of all such Bouquets of KALAIGNAR TV comprising of the said ala-carte KALAIGNAR TV Channel.

1.4 "***Affected Channels/Removed Channels***" shall have a meaning assigned to it in Clause 15.7;

1.5 *"**Affiliate**"* of a Party (the "Subject Person") means (i) in the case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, his/her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons. For the purposes of this definition, "Control" means (a) having an economic interest of at least 26% of any Person; and/or
(b) the power to direct and control the management or policies of a Person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such Person, through contractual arrangements or otherwise. "Controlling" and "Controlled" have correlative meanings;

1.6 ***"Agreement Start Date"*** shall mean February 1, 2023.

1.7 "***A-la-carte/A-la-carte Channels***" shall mean offering of the Channels individually on a standalone basis;

1.8 "***Anti-Piracy Obligations***" shall mean the obligations contained in Clause 9 and Schedule H of this Agreement;

1.9 "***Applicable Laws/Authority***" shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and TDSAT, Ministry of Information and Broadcasting (MIB) or any other body or authority regulating the broadcasting and distribution of channels in India;

1.10 ***"Audit"*** shall mean the technical validation and commercial audit referred to in clause 14 of Interconnection Agreement, to be conducted by the OPERATOR and/or KALAIGNAR TV of the Distribution Systems/Platform of the OPERATOR, including but not limited to CAS, SMS, encryption systems, Content Protection Systems, financial documents, etc. as per extant regulations..

1.11 "***Authorised Area(s)/Territory***" shall mean such geographical area/location of India as indicated in Schedule A;

1.12 "***Channel(s)***" shall mean the linear, satellite delivered and advertiser-supported standard definition and high definition pay and free to air television channels (if any) owned and/or operated by the Broadcaster in accordance with the Applicable Laws, which are offered either a-la-carte or in a bouquet , a list of which is provided in **Schedule A** (which maybe amended from time to time);

1.13 "***Average Active Subscriber Base***" means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in **Schedule B** attached to this Agreement.

1.14 "***BIS***" shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986 and meaning assigned to it in Clause 11.1 (xxi);

1.15 ***Bouquet(s)***" shall mean an assortment of distinct Channels, offered by the Broadcaster to the Operator together as a group as set out in Schedule A, (which may be amended from time to time);

1.16 "***Cable TV:***

Cable TV Act" shall mean Cable Television Networks (Regulation) Act, 1995;

"***Cable Service***" or "***Cable TV Service***" means the transmission of programmes including retransmission of signals of television channels through cables;

"***Cable Television Network***" *or* "***Cable TV Network***" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers

1.17 ***"CAM"*** shall mean the conditional access module provided by Broadcaster (if applicable) to the Operator required for downlinking and accessing the Channels;

1.18 "***CAS***" / "***CA System"*** shall mean the conditional access system maintained by the Operator which: (a) has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; (b) scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels by those not paying for the service; (c) which is a control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers and (c) meets the requirements set our under Schedule F, G & H and complies with the terms of this Agreement and Applicable Laws including Schedule III and Schedule IX Interconnection Regulations;

1.19 "***Channels/ Subscribed Channels***" shall mean the Bouquet of the Channels and/or those Channels that are selected by the Operator as A la Carte, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule A) consisting of the list of Channels and the Bouquet; it being agreed that if any designated box against a Channels/Bouquet is left unmarked, it shall be deemed to have not been selected by the Operator for the purposes of this Agreement. For purposes of clarity, the selected Channel(s) on an A la Carte basis and/or Bouquet in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which Broadcaster shall grant license to the Operator in accordance with the terms of this Agreement;

1.20 "***Change Event***" means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the OPERATOR or any change of control or change in the management or acquisition of majority stake or controlling stake of the OPERATOR or acquisition by the OPERATOR of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the OPERATOR's assets and/ or purchasing the whole or a substantial portion of the assets of another entity.

1.21 "***Channel Marks"*** shall mean trade names, trademarks, logos and service marks owned by Broadcaster and their Affiliates and rights holders in connection with the Channels and Channels;

1.22 "**CPE**" shall have meaning assigned to it in Clause 2.18 of Schedule I i.e Customer Premises Equipment;

1.23 ***"Confidential Information"*** means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, intellectual property, transactions or affairs of a Party or any of its Affiliates, (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) (b) any material or information disclosed by either Party for the purposes of this Agreement (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

1.24 "***DAS***" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the subscriber on the explicit choice and request of such subscriber;

1.25 "***Disconnection Notice***" shall mean a written notice of twenty one (21) days from the date of the written notice which is required to be given in accordance with the Applicable Laws by: (a) the Operator to Broadcaster if Operator wishes to disconnect the signal of and stop distribution on its Platform the Channels due to Broadcaster's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) Broadcaster to the Operator if Broadcaster wishes to disconnect the signal of any or all Channels and stop making available the Channels to the Operator due to Operator's breach of this Agreement;

1.26 "***Due Date***" shall have meaning assigned to it in Schedule B;

1.27 ***"Distribution Margin"*** shall mean the Operator's share of revenue for the distribution of Subscribed Channels to Subscribers. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s).

1.28 ***"Distributor Retail Price"*** means the price excluding taxes declared by a distributor and payable by a Subscriber for A-la-carte pay Channel or Bouquet of pay Channels as the case may be;

1.29 ***"Incentive Qualifying Reports"*** shall mean the complete and accurate reports which the Operator, opting for Incentive schemes under this RIO has to compulsorily provide to Broadcaster in both pre-defined and non-editable PDF format, on or before the stipulated deadline, to avail the Incentive and as more specifically defined in **Schedule E**.

1.30 ***"DRM"*** means Digital Rights Management which is a comprehensive set of hardware and software technologies, which provides protection of content ownership to the content provider by inter alia preventing unauthorized redistribution of digital media by embedding code that prevents copying, specifying a time period in which the content can be accessed and restricting the sections of the content a viewer can see or limiting the number of devices the media can be installed on along with controlling Geo and Offline usage restrictions.

1.31 "***Encryption System***" shall have meaning assigned to it in Clause 4.3 and further as detailed in Schedule B and Hardware Form in Schedule J;

1.32 "***EPG***" shall mean electronic programme guide as defined under the Interconnection Regulations i.e. a program guide maintained by the distributors of television Channels that lists television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows Subscribers to navigate and select such Channels and programmes;

1.33 ***"Equipment"*** shall mean any and all hardware/software and other devices and including but not limited to the IRDs, CAMs and the Viewing Cards;

1.34 ***"Empaneled Auditor"*** means auditor empaneled by the Authority/TRAI for conducting audit of the Systems of the Operators.

1.35 "***Force Majeure Event***" shall mean any unforeseeable act, cause, contingency or circumstance which is beyond the reasonable control of the Parties herein , including, without limitation, any acts of governmental action, order or restriction (whether international, national or local), war (whether or not declared) or warlike situation, public strike, riot, labour dispute, act of God, earthquake, tides, storm, lightening, flood, drought, cyclone or any natural calamity, explosion, fire, sabotage, lockdown, quarantine, epidemic, pandemic, arson, civil disturbance/commotion, public disaster, public transportation dispute, satellite failure/jamming or transponder failure or acts due to any law, rules, regulations (including enactment), lawful orders or directives of the government of any States or the order of any court of competent Jurisdiction and/or any acts of similar nature, which may affect the transmission of Available Channel(s) by Broadcaster;

1.36 "***Fingerprinting***" shall have meaning assigned to it in Schedule G;

1.37 ***"Free-to-Air Channel/FTA"*** means an Available Channel (if any) which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television Channels to the Broadcaster for signals of such Channel.

1.38 "***Hardware Form***" shall mean the form in the prescribed format (as provided in **Schedule J** enclosed herewith) which shall be provided to the Operator containing the details of the Equipment's used to receive the signals of the Channels subscribed by the Operator from the list of Available Channels of the Broadcaster and which shall form an integral part of this RIO

1.39 "***Insertion***" shall have meaning assigned to it under Clause 4.2 (c);

1.40 ***"Incentive Scheme"***: Incentive Scheme shall mean various Incentive(s) as detailed in **Schedule C**.The applicable Incentive(s) shall be calculated as per details provided by Operator in the format(s) specified by KALAIGNAR TV in **Schedule C.**

1.41 ***"Intellectual Property"*** shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Available Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Available Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Available Channels;

1.42 "***Interconnection Regulations***" shall have meaning assigned to it at the beginning of this Agreement;

1.43 ***"Interconnection Agreement"*** means this Agreement to be executed between Operator and KALAIGNAR TV for KALAIGNAR TV to providesignals of subscribed Channels read with Service Forms.

1.44 "***IRDs***" or "***DSRs***" shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels i.e., an authorization device which is owned, operated and supplied by Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the Operator;

1.45 ***"Independent Affiliate"*** shall mean an operator who is or was availing the signals of Broadcaster's Channels directly from KALAIGNAR TV in terms of a separate interconnection agreement between KALAIGNAR TV and such operator

1.46 "***Maximum Retail Price***" or "***MRP***" with respect to each Channel or bouquet of Channels for the purpose of this Agreement availed on A-la- carte basis or bouquet basis shall mean the maximum retail price, excluding taxes/cess, payable by a Subscriber of such Subscribed Channel, as set forth in Schedule A, as may be amended from time to time;

1.47 "***Monthly Subscription Fee***" shall have meaning assigned to it in Clause 5 and Schedule B of this Agreement;

1.48 ***"Multi TV Home"*** means a household having more than one TV connection or set top box in the name of one person;

1.49 **"*MRP*"** means Maximum Retail Price of the Channel/ Bouquet per Subscriber per STB per month (excluding all applicable taxes) (in Rs.)

1.50 ***"New Channels"*** shall mean the new television channels of Broadcaster that may be launched and offered by Broadcaster in future, after the date of execution of this Agreement and/or not subscribed by Operator under this Agreement.

1.51 ***"Operator's License"*** shall mean license granted to the Operator by the Ministry of Information and Broadcasting or such other competent authority, details as mentioned in Schedule D;

1.52 "***OSD***" shall have meaning assigned to it in Clause 11.1 (xi) and further detailed in Schedule G;

1.53 "***Piracy***" shall have meaning assigned to it in Clause 9.1 of this Agreement;

1.54 "***Piracy Event***" shall have meaning assigned to it in Clause 3 of Schedule H;

1.55 "***Platform***" shall mean, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator's HITS Service, with respect to DTH Operator, such DTH Operator's DTH Service and with respect to IPTV Operator, such IPTV Operator's IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

*"**DTH Operator**" shall mean a company that has been granted license by the Central Government to provide DTH Service.*

*"**DTH Operator's DTH Service**" means distribution of television channel programmes by using a Ku-band direct-to-home satellite transmission system by providing television signals directly to Subscriber's premises without passing through an intermediary such as cable operator or any other distributor of television channels.*

*"**HITS Operator**" shall mean any person permitted by the Central Government to provide HITS service.*

*"**HITS Operator's HITS Service**" shall mean re-transmission of signals of television channels to (i) intermediaries like local cable operators or multi system operators by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks.*

*"**IPTV Operator**" shall mean a person permitted by the Central Government to provide IPTV service.*

*"**IPTV Operator's IPTV Service**" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.*

*"**MSO**" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own*

programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators.

"***MSO's Digital Addressable Cable Television Network***" *means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the Subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the Subscriber on the explicit choice and request of such Subscriber.*

1.56 ***"Primary Market(s)"*** shall mean in relation to Subscribed Channel(s), certain Specified States/All India/parts thereof (as the case maybe), which have been denoted as Primary Market(s) as specified in **Schedule C;**

1.57 **"*Provisional Invoice*"** shall have meaning assigned to it in Schedule B;

1.58 "***Rate***" *//*"***MRP"*** shall have meaning assigned to it in Clause 5.1;

1.59 "***Recorder***" shall mean either a personal video recorder (PVR) or digital video recorder (DVR) which must satisfy the following features:

(a) Audio-visual content shall not be allowed to be recorded without finger printing and watermark logo of the Platform and such finger printing and watermark logo shall be displayed during playout;
(b) Recorded audio-visual content must be encrypted in a secure manner on the Recorder which shall not play on any other devices other than the concerned Recorder;
(c) Audio-visual content of a Channel shall not be permitted to get recorded if the concerned subscriber's subscription of such Channel is not active; and
(d) Set Top Box provided by the Operator must not allow a Subscriber to install third party application/software on the set top box.
(e) there is no automatic advertisement skipping function and there is any mechanism whereby DVR and or PVR have a store and forward function

1.60 "***RIO***" means reference interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean this reference interconnect offer published by the Broadcaster specifying terms and conditions on which the Operator may seek signals of the Channels of the Broadcaster.

1.61 "***Security Deposit***" shall have a meaning assigned to it in Clause 8.2 of this Agreement;

1.62 "***Set Top Box***" or "***STB***" means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form the Channels through an addressable system;

1.63 ***"Smart Card"*** means, in relation to a Subscriber, a card or other device issued by the Operator to Subscriber when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the Operator.

1.64 "***SMS***" shall mean the subscriber management system which is a system or device of the Operator which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber; maintained by the Operator in accordance with the Applicable Laws and strictly in accordance with the provisions set out under **Schedule D and E**;

1.65 "***Subscriber(s)***" shall mean an Active Subscriber(s) in the Authorised Area(s) who receives signals of the Subscribed Channel(s) from the Operator's Platform (directly and/or through its sub-operators known as local cable operators (LCO) registered under Rule 5 of the Cable Television Networks Rules, 1994) at a place indicated by such Active Subscriber without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place (including Multi TV Home, as defined herein), for receiving the subscribed broadcasting services, shall constitute one Subscriber;

As regards the issue relating to supply of signals of Broadcaster's channels to the commercial subscribers, the Broadcaster has filed an appeal before the Honourable Supreme Court of India against the order of Honourable Telecom

Disputes Settlement and Appellate Tribunal (TDSAT) in Broadcasting Appeal No. 4 of 2015 (M.A. Nos. 15, 120 & 121 of 2016) and therefore the same shall be subject to the outcome of the said appeal. Hence, Subscriber(s) for the purpose of this Agreement specifically exclude Commercial Subscribers.

1.66 ***Subscriber Report***" shall have meaning assigned to it in Clause 7;

1.67 "***Suspended Channels***" shall have meaning assigned to it in Clause 15.10;

1.68 "***Technical Validations/Audit*** " shall have meaning assigned to it in Clause 9.2;

1.69 "***Term***" shall mean 12(twelve) months commending from Agreement Start Date, unless terminated earlier in accordance with the provisions contained herein after.

1.70 "***TRAI***" shall mean Telecom Regulatory Authority of India;

1.71 "***TDSAT***" shall mean Telecom Disputes Settlement and Appellate Tribunal;

1.72 "***Validation Form***" shall mean Validation Form set forth in Schedule A;

1.73 "***Viewing Card*****" or "*****VC***" shall mean the smart card provided by Broadcaster to the Operator to be used
1.74 together with the IRD in order for the Operator to access and decode the signals of the respective Channels; and

1.75 **"*****Withheld Programs*****"** shall have meaning assigned to it in Clause 4.6(d).

1.76 ***"KALAIGNAR TV's share of MRP"*** with reference to a pay channel or a bouquet of pay channels means the Maximum Retail Price(MRP) of Kalaignar Tv Channel(s)/Bouquets less of Distribution Margin, payable by the Operator to KALAIGNAR TV for availing the signals of pay Kalaignar Tv Channels or bouquet of pay Kalaignar Tv Channels, as the case may be.

2. Rules of Interpretation

Unless the context of this Agreement otherwise requires:

2.1 the Schedules shall form an integral part of this Agreement;

2.2 the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;

2.3 words using the singular or plural number also include the plural or singular number, respectively;

2.4 words of any gender are deemed to include the other gender;

2.5 the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;

2.6 the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;

2.7 any reference to a "person" includes natural persons, proprietorship concern, partnership firm, companies, LLP's, associations, societies, HUFs, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

2.8 if a period of time is specified and it dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;

2.9 if a Party must do something on a given day, the Party must do it by 6:00 pm on that day (unless this Agreement expressly states otherwise). If a Party does the thing after 6.00pm on a day the Party shall be treated as not having done it until the next day save and except where a Party has done something by sending an email to the other Party;

2.10 a reference to "writing" includes email, except as expressly provided otherwise;

2.11 reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time;

2.12 the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases;

2.13 the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings; and

2.14 All other words and expressions used in this Agreement not defined herein, and defined in the Act and rules and regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or

regulations, as the case may be.

3. Grant of Rights

3.1. The Operator shall request for the signals of Channels of the Broadcaster by filling in the Application Form, Form 1 along with providing all relevant information and mandatory documents pursuant to TRAI Regulations and as required therein.

3.2. Subject to the payment of Monthly Subscription Fee and strict compliance of the terms of this Agreement by the Operator, Broadcaster hereby grants to the Operator a non-exclusive, non-transferrable, limited license and right during the Term and in the Authorized Area/Territory (as mentioned in **Schedule A**) and the Operator accepts the saidlicense, right and obligation, to distribute, carry and retransmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis.

3.3. Upon grant of signals from the Broadcaster, the Operator shall mandatorily offer the Subscribed Channels on its distribution system to the Subscribers on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with QoS Regulations.

3.4. The Operator availing the subscribed Bouquet shall not break such Bouquet of pay Channels while offering the same to its Subscribers. The Operator shall declare Distributor Retail Price per month for each of the subscribed A-la-carte Channel and/or subscribed Bouquet, payable by the Subscribers. In the event the Operator intends to subscribe for any additional Channels of the Broadcaster on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by sending a written request (email permitted) to the Broadcaster and the Broadcaster may consider such request suitably.

3.5. Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by Broadcaster to the Operator under this Agreement:

shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Operator to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;

is limited to the re-transmission of the Channels on “as is” basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;

shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;

shall exclude time shifting of the programming of the Channels;

and shall exclude the multiplexing of the Channels.

3.6. All other rights and means of distribution not specifically and expressly granted to Operator are expressly excluded and reserved by the Broadcaster.

3.7. The Operator is not authorized to sub-license the rights and license granted hereunder to any third party or any person (including its Affiliates) without prior written approval of Broadcaster.

3.8. The Operator understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Operator submitting with Broadcaster the information and documents specified in Schedule D and Schedule A at the time of submitting the signed copy of this Agreement**.** The Operator also warrants that addressable system installed meets the requirements as specified in Schedule III of the Interconnection Regulations (as amended from time to time) and as stated in Schedule G hereto.

3.9. The Operator shall not “push” content onto the Set Top Box (“STB”) and there shall not be automatic advertisement skipping function and/ or the Operator shall not create a virtual Video on Demand (VoD) or other on demand service in respect of the KALAIGNAR TV Channel(s).

3.10. Notwithstanding anything contained herein and to the extent permitted under the extant laws and regulations, Broadcaster shall, during the Term, have the right to: (a) Remove any Channel or Bouquet comprising of the Channels; and (b) modify any existing Bouquet of the Channels by adding new channels that may be launched by Broadcaster or by removing any Channel from a Bouquet; and (c) launch new channels and/or bouquets comprising of the Channels.

The Parties agree that the Monthly Subscription Fee payable by the Operator to Broadcaster shall vary in the event of launch of a new channel and/or new Bouquet. The Operator shall offer all contributory language feeds for a given Channel to every subscriber entitled to access that Channel provided that the Operator has opted for such contributory language feeds of the Channel.

In the event the Operator intends to subscribe for any additional Channels and/or New Channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by executing the Service Form 2-Amendment Agreement For Modification Of Subscribed Kalaignar Tv Channels And/Or Kalaignar Tv Bouquets in the manner prescribed on KALAIGNAR TV's website.

3.11. **Territory**: The Operator agrees to offer the Subscribed Channels in the Territory as set out in Schedule A ("**Authorized Area**"). The Operator shall not extend its operations beyond the Territory or connect any Affiliates or LCOs beyond the Territory without any prior written intimation to the Broadcaster by executing the **Service Form 3 for Additional Authorised Area** as made available on KALAIGNAR TV's website and by submitting the same to the Designated Person for that Area named in the RIO. The In the event, the Operator desires to extend its operation beyond the Territory or connect any Affiliates or LCOs beyond the Territory ("New Territory.

g) The Operator shall be permitted to extend its operations to New Territory, as per Applicable Law by distributing the Channels in such New Territory after thirty (30) days' from the date of receipt of such written notice by the Broadcaster vide **Service Form 3- Amendment Agreement For Modification Of Authorized Areas** which is provided herein as well as On KALAIGNAR TV's website. KALAIGNAR TV shall, basis the details provided in the Service Form 3 and subject to Operator's compliance of all Applicable Laws and terms of this Agreement, according provide and objection or no objection to the Operator. The said Service Form 3 shall be deemed to be an addendum between the Parties for additional areas to beserviced by the Operator, which shall form an integral part of this Agreement and the New Territory shall be deemed to be a part of Schedule A. Also, the terms of this Agreement shall automatically apply to such additional areas.

Provided that such areas fall within--
(a) the Registered Area of operation of the Operator; and / or
(b) the States or Union Territories in which the Operator has been permitted to distribute the signals of television channels under this Agreement.

3.10 It is hereby clarified that in the event where the distribution of the Channels is done by the Operator in the New Territory without provision of thirty (30) days' advance written notice to the Broadcaster, as referred herein above, the Operator shall deemed to be in breach of the terms of this Agreement and such distribution shall be treated as unauthorized and unlawful and the Operator shall be liable for appropriate penal action as per the Applicable Law / Regulations.

3.11 In the event Broadcaster raises written objection with reasons for adding proposed New Territory and objects to the extension of operations of Operator to the proposed New Territory and the Operator receives the same within the said 30 (thirty) days notice period, the Operator shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory i.e. in such additional area(s). If the Operator re-transmits the signals of the Subscribed Channels in the proposed New Territory despite receiving written objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of Broadcaster's rights under the Copyright Act.

3.12 Distribution is permitted only to STB's of OPERATOR on its "Platform". Distribution right on all other platforms including but not limited to Mobile, Broadband, PC, Internet, Wireless, OTT or any other technology which may be introduced in future is not granted herein and the same are expressly withheld by KALAIGNAR TV.

4. Delivery and Security

4.1 Conditions of Distribution

(a) The Operator hereby agrees, covenants and warrants that it shall re-transmit and distribute the Channels to the Subscribers strictly in accordance with the following terms:

(a) the signals of all the Channels must be delivered by the Operator to Subscribers in a securely encrypted manner on its Platform in linear mode using such technology which shall meet the requirements of **Schedule F** at all times during the Term.
(b) the transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the signals of the Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same *genre* of the Channels on the Platform;

(c) the Operator shall maintain first-class signal transmission quality of the Channels for distribution to the Subscribers in accordance with the highest international industry standards and Applicable Laws;

(d) the Operator agrees that it shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute of such Channel;

(e) the Operator shall further make available the Channels to the Subscribers on 24/7/365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to any of the Channel(s) in accordance with the Applicable Laws;

(f) the Operator shall not use any interactive technology or other interferences (such as red button) or redirect traffic from the Channels in any manner, whether for content or for promotion, without express permission from Broadcaster;

(g) the Operator undertakes and covenants that it shall not compel its Subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all of the Channels;

(h) the Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a channel-by-channel and decoder-by-decoder basis;

(i) the Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense; and

(j) the Set Top Boxes and their installed content protection systems shall prohibit the use of digital outputs.

(k) The Operator shall transmit the signals of KALAIGNAR TV Channels only to Authorized Subscribers i.e. subscribers authorized by the Operator through the Platform. The Operator shall not be permitted nor shall be entitled to activate the STB/ provide signals of any Kalaignar Tv Channels to any such subscribers who have not submitted Consumer / Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle KALAIGNAR TV to disconnect its channels by giving written Notice for non-compliance to the Operator.

(l) The Parties acknowledge and agree that in the event the Operator intends to make any changes to the Addressable System's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the Operator shall intimate the same to KALAIGNAR TV by submitting **Service Form 4, for Change in Addressable Systems** which is made available on KALAIGNAR TV's Website.

(b) Infrastructure Sharing by Operator:

Where Operator shares its platform infrastructure with any other operator or where the Operator avails the infrastructure facility from any other operator, the same shall be in accordance with and subject to complete compliance with:

(i) the Guidelines for providing Headend-in-the Sky (HITS) Broadcasting Service in India dated 26th November, 2009 read with its Amendment dated 6th November, 2020, formulated by MIB;

(ii) the Guidelines for Sharing of Infrastructure by Multi-System Operators dated 29th December, 2021 formulated by TRAI (as may be amended from time to time) and/or any other regulations/guidelines as may be issued by the Authority from time to time, and;
*(pt (i) and pt (ii) shall collectively hereinafter be referred to as "**Guidelines**")*

(iii) the provisions laid down under Schedule G of the Agreement

4.2 No alteration of signals

(a) The Operator agrees to carry the Channels in their entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions except as authorized in advance in writing by Broadcaster. The Operator shall not redistribute any portion of the Channels except as specifically authorized by Broadcaster in writing.

(b) The Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channels or any portion of the Channels for any purpose, or copy and store the content of the Channels on any storage device in any medium. Further the Operator shall not enable or otherwise permit Subscribers to do any of the foregoing acts except that the Operator can provide Recorder facility to the Subscribers in accordance with the Interconnection Regulations, provided use of such Recorder is regulated by agreement between the Operator and the Subscriber and is strictly only for non-commercial and private viewing by the Subscriber. The usage of the Recorder is permitted only to the limited extent for the benefit of the subscribers as stated herein.

(c) The Operator agrees and undertakes not to obscure, superimpose or otherwise alter the indents or logos of the Channels in any manner whatsoever. The Operator is allowed to only add/insert its own trademark or logo in the form

of a translucent watermark ("***Insertion***") while re-transmitting and distributing the Channels on the Platform provided such Insertion shall be subject to the following conditions:

i. The Insertion shall be inserted on all other channels distributed on the Platform by the Operator;
ii. At any point in time, there will only be a single Insertion;
iii. The Insertion shall not be more prominent than the respective Channel's logo;
iv. The placement and size of Insertion shall not be different from the placement and size of Insertion on any other channels distributed on the Platform; and
v. The Insertion shall not obscure or overlay the Channels' logos or any programme that appears on the Channels.

(d) Operator shall not alter the screen on which the Channels will be exhibited by inserting or superimposing any form of advertising; and

(e) Any marketing or promotional activity in respect of or involving the Channels or any standalone programming of such Channels shall be only carried out by the Operator in accordance with the terms of this Agreement or by taking a prior written approval of Broadcaster.

(f) The Operator shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that each Subscribed Channel is received only by Active Subscribers.

4.3 Encryption System and Technical Specifications

The Operator represents to Broadcaster that it uses the encryption system as specified in the Hardware Form (the "***Encryption System***") to encrypt the Channels and the programming of the Channels for re-distribution via the Platform. The Operator shall transmit the Channels only through the Platform to Subscribers located in the Authorized Area in the manner of transmission and distribution specified in this Agreement (including the Anti-Piracy Obligations) and the Schedule G and Schedule H (the "***Technical Specifications***"). The Operator agrees that any changes to the Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), and its version changes and upgrades during the Term shall be immediately intimated in writing to Broadcaster.

KALAIGNAR TV shall provide requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated interest free Security Deposit per IRD as per the conditions laid down in the TRAI Regulations. Further, the Operator shall confirm the details of Integrated Receiver Decoder (IRD's) in respect of all such Channels availed from KALAIGNAR TV in the format provided in **Schedule J.**

The Parties acknowledge and agree that in the event the Operator intends to make any changes to the Addressable System's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), during the Term, the Operator shall intimate the same to KALAIGNAR TV by submitting Service Form 4 for **Addition/ Discontinuation/ Alteration Of The Addressable Systems And/Or Encryption Systems** which is made available on KALAIGNAR TV's Website

Availability of Channels on the Platform

4.4 The Operator shall ensure that during the Term of this Agreement, the Channels shall be available for subscription to all its Subscribers on its Platform and offered to the Subscribers in line with the provisions of the Interconnection Regulations and in terms of this Agreement.

4.5 The Operator hereby covenants, undertakes and warrants to Broadcaster that it shall not shift, move, or change the frequencies of any of the Channels at any time without providing an advance prior written notice of at least thirty (30) days to Broadcaster. The Operator shall cause continuous distribution of the Channels to all its Subscribers without blacking it out or interfering with it in any manner whatsoever.

4.6 Acknowledgements by the Operator

The Operator fully understands and acknowledges that:

(a) Broadcaster is offering the Channels on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services/signals will be error free or uninterrupted for the purpose envisaged in this Agreement;

(b) Broadcaster reserves the right to remove any Channel from the list of Available Channels at any time if it ceases to

distribute such Channel. In the event Broadcaster discontinues distribution of any Channel chosen by the Operator during the Term, such Channel shall stand withdrawn from Broadcaster's offering without any further obligation or liability on part of Broadcaster;

(c) Broadcaster and its licensors reserve the right to alter the Channels, including the name of the Channels and the programming exhibited on the Channels;

(d) the Broadcaster in certain circumstances may not control the appropriate rights to exhibit certain programs on the Channels (hereinafter referred to as the "***Withheld Programs***"). Accordingly, Operator acknowledges and agrees not to exhibit, and shall block or black out the transmission of any Withheld Programs upon notification from Broadcaster;

(e) the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, and/or (iii) the encryption technology used for the Channels. In the event the Operator is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the Operator shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the Operator or its Subscribers for any failure on their part to access the Channels as a result of any such change; and

(f) The Operator shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the Operator and/or terminate the Agreement by providing the Disconnection Notice.

(g) all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s);

(h) that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this Agreement. The Operator further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the Agreement and based on their opinion has accepted that this Agreement is suitable and appropriate for the Operator.

(i) it has agreed to all terms and conditions of this Agreement after due discussion with KALAIGNAR TV. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, the same shall be construed as if drafted jointly byboth the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

4.7 Offering of Channels

(a) The Operator shall offer the Channels to the Subscribers either on Ala-carte basis or part of a Bouquet comprising the Channels. The Operator shall not make any limited period or event based offering or exhibition of any Channels to the Subscribers.

(b) In case the Operator is subscribing to Bouquet(s) of the Broadcaster's Channels, the Operator shall ensure that it does not break such Bouquet while offering the same to its Subscribers. If the Operator breaks a Bouquet of the Broadcaster at any time during the Term, from such date, the Channels comprised in such Bouquet shall be deemed to have been subscribed by the Operator on an ala-carte basis and the Operator shall be liable to pay Monthly Subscription Fee on a-la-carte rates for all Channels in such Bouquet to the Broadcaster.

(c) In the event the Operator alters the composition of the Bouquets of KALAIGNAR TV, the channels forming part of the said Bouquet shall be deemed to have been availed on an a-la-carte basis by default by the Operator.

(d) It is agreed that no independent advertising shall be inserted by Operator and Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel

(e) The Operator shall package the Channels as per the Applicable Laws. In any event, the Operator represents, warrants and undertakes that:

i. the packaging of the Channels will not be disadvantaged or discriminated vis-a-vis the other channels of the same genre or include the Channels in any package or tier that contains any channel with obscene content or with any channel offering gambling services or promoting gambling or betting. The Operator shall serve the Broadcaster with prior written intimation of its intention to package/repackage/launch a new package (promotional or otherwise); and

ii. it shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel offered by it as part of a Bouquet for a period of six (6) months from the date of availing such Bouquet by a Subscriber or such other longer period for which the subscription charges have been paid by the Subscriber in advance. The Operator further agrees that once the Channel(s) has been included in the Bouquet offered by the Operator on its Platform, said Channel shall not be selectively switched off or taken off air by the Operator unless all other channels forming part of such Bouquet are switched off or taken off air by the Operator. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement.

(f) The Operator shall use its best efforts to maintain for the Subscribed Channels, the quality standard afforded to other channels of the same genre in a non-discriminatory manner. The Operator shall use reasonable efforts to maintain the service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

4.8 EPG

The Operator shall create an EPG for distribution to its Subscribers (a copy of which shall be sent to Broadcaster simultaneously), then the programming schedule of each of the Channels shall be prominently featured in such schedules in the order of the EPG number for each of the Channels. In connection with the EPG, the Operator agrees as under:

(a) shall declare the genre of the channels (as intimated by the Broadcaster) and such genre shall be either 'Devotional' or 'General Entertainment' or Infotainment' or 'Kids' or 'Movies' or 'Music' or 'News and Current Affairs' or 'Sports' or 'Miscellaneous';

(b) shall place all the Channels available on its platform in the EPG, in such a way that all the television channels of a particular language in a genre are displayed together consecutively and one television channel shall appear at one place only. In the event the Operator intends to carry out any changes/modification in its EPG, it shall at all times ensure that the Channels of the Broadcaster shall continue to be placed within their respective genre and in the same relative position in the channel list as agreed to between the Parties and in compliance with the Applicable Laws, Cable Television Networks (Regulation) Act, 1995 and Rules framed thereunder.

(c) shall ensure the EPG at all times contains information pertaining to the programs being broadcast on the Channels in a manner approved by the Broadcasters without any additional cost or fee;

(d) shall assign a unique number for each television channels available on its Platform; and

(e) the channel number once assigned to a particular television channel shall not be altered by the Operator without prior approval of the Broadcaster and TRAI. However, if the Broadcaster changes the genre or language of a Channel then the channel number assigned to that particular television channel shall be changed in order to place such Channel with the channels of the new genre or language in the EPG.

(f) However, in event the Operator avails any of the Incentive Scheme(s) then it shall be liable to comply with the conditions pertaining to LCN laid down in the respective Incentive Scheme(s).

4.9 Logical Channel Numbering (LCN)

(a) The Operator hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing channels on a genre basis while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Operator's Platform;

(b) The Operator agrees and undertakes to maintain the same relative position (rank) for each and every Channel of the Broadcaster mentioned in the Agreement, in the respective genre list as well as in its all channel list as agreed

between the Parties. The Operator shall also ensure that it does not change the relative position of the Channels during the Term of the Agreement unless the same is approved by the Broadcaster in writing;

5. Monthly Subscription Fee,

5.1 Maximum Retail Price (MRP) of Kalaignar Tv p Channels, Calculation of Subscription Fee and Distribution Margin:

Maximum Retail Price (MRP) of Kalaignar Tv Channel(s):

(A) Maximum Retail Price (MRP) of Kalaignar Tv Channel(s) are as under:

(a) MRP of KALAIGNAR TV Channels offered on A-la-Carte basis is set out in **Schedule A**

(b) MRP of Bouquet of Pay KALAIGNAR TV Channel(s) is set out in **Schedule A**

(B) KALAIGNAR TV is also offering the Kalaignar Tv Channel(s) under Incentive Scheme(s) on MRP of A-la-Carte and Bouquet (s) of Pay KALAIGNAR TV Channel(s) as detailed in **Schedule C**

(C) In order to avail the Incentive under the Incentive Scheme(s) as mentioned herein, the Operator will have to comply with the conditions stipulated in the respective Incentive Scheme(s).

5.2 Calculation of Subscription Fee

During the Term, the Operator shall pay to KALAIGNAR TV, the Subscription Fee which shall be calculated on a monthly basis inthe manner set out in **Schedule B.**.

5.3 Distribution Margin

The Distribution Margin shall be equal to **twenty percent (20%)** of the MRP of pay KALAIGNAR TV Channels or Bouquet of pay KALAIGNAR TV Channels as the case may be.

5.4 The Monthly Subscription Fee payable shall be exclusive of Indirect taxes/GST. In cases where the Operator procures the Channels for its multiple premises, monthly Subscriber Reports for each such premises would be separately provided by the Operator.

5.5 The Monthly Subscription Fee shall also be subject to deduction of applicable TDS (under Income tax and GST law as well). The Operator shall also furnish a certificate to the Broadcaster against such deduction within specified time lines.

5.6 At the time of payment of the Monthly Subscription Fee to the Broadcaster, the Operator shall inter alia mention (a) that the payment is towards the Monthly Subscription Fee (b) Invoice details against which the said payment has been made which would also include the details of the premise and registration number of Broadcaster and the premise and registration number of Operator for which payment has been made and (c) Amount of payment along with TDS deducted thereon (GST TDS and/ or Income tax TDS).

5.7 The Operator acknowledges that in case where any advance Monthly Subscription Fee paid by the Operator is required to be refunded by the Broadcaster due to any reasons, amount of GST paid by Broadcaster would be refunded only when Broadcaster receives refund of such GST from the Government.

5.8 In the event there is any change in the amount of Monthly Subscription Fee, the Broadcaster shall issue GST compliant supplementary invoice, debit/ credit note (as the case may be) or any other document in this regard along with applicable GST / reversal of GST to the Operator (as the case may be). Operator would be responsible to reverse input tax credit where such document is issued and should not dispute such amount.

5.9 For the purposes of this Agreement and basis the information/documents provided by the Operator, the Broadcaster shall charge the applicable rate of GST.

5.10 In case the Operator is eligible for any exemption or lower rate of tax, the Operator is responsible to provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates before supply of signals is made. In absence of this, no tax exemption/ lower rates would be extended.

5.11 The Parties acknowledge that in case of any incorrect / incomplete or any type of non-compliance at its end (defaulting Party) because of which a demand is raised by the tax authorities on the other Party (non-defaulting Party), the defaulting Party shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the non-defaulting Party. In the event the Operator had executed an agreement with Broadcaster prior to this Agreement under which Operator owes any outstanding sums to Broadcaster, the Operator is hereby obligated and liable to make payments of entire such outstanding sums promptly (and in any event no later than five (5) days of the Operator signing this Agreement) failing which the Broadcaster reserves the right to terminate this Agreement at any time by providing a prior Disconnection Notice.

5.12 During the Term, the Operator shall pay to KALAIGNAR TV, the Subscription Fee which shall be calculated on a monthly basis in the manner set out in Schedule B

6. Payment Terms

6.1 The Operator agrees to pay to KALAIGNAR TV, the monthly Subscription Fee as per the terms set out in Schedule B. Any default by the Operator pertaining to Payment Terms shall constitute a material breach hereunder and be entitled to switch off the signals of Kalaignar Tv Channels to entire network of the Operator.

6.2 Further it is also agreed by the Operator that in case the Operator operates through any of its Joint venture/affiliate/associate Network(s) in different parts of the Cities/States of India then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the Operator to KALAIGNAR TV. Further it is also agreed by Operator that any other Independent Affiliate taken over by Operator during the Term of this Agreement shall be treated as JVs and Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement

7. Subscriber Reports

7.1 The Operator shall maintain, at its own cost, SMS which shall be fully integrated with the CAS at all times. The Operator warrants that any activation or de-activation of a Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.

7.2 The Operator shall provide to Broadcaster complete and accurate number of Subscribers of the Channels in the Subscriber Reports and the tier and/or package in which the Channels are included within seven (7) days from the end of each month in the format provided by Broadcaster enclosed herewith as **Schedule E** together with such other information as Broadcaster may require for determining the Monthly Average Active Subscriber Level and the Monthly Subscription Fee.

7.3 The Subscriber Reports provided by the Operator to Broadcaster in accordance with Clause 7.2 shall be system generated only through SMS and must be in a non-editable format and a 'pre-defined read only format' such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included) and the Monthly Subscription Fees payable to Broadcaster. Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each Kalaignar Tv Channel and each package in which a Kalaignar Tv Channel is included) and the Subscription Fees payable to KALAIGNAR TV and in case the Operator opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the Operator to

7.4 The Subscriber Reports shall be signed and attested by an authorized officer of the Operator of a rank not less than Head of Finance /Chief Financial Officer or any person duly authorized by the Operator who shall certify that all information in the Subscriber Report is true and correct. The Operator acknowledges that submission of the Subscriber Report in accordance with the provisions hereof is material to Broadcaster.

7.5 The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports submitted by the Operator, and (ii) the payments due to Broadcaster hereunder.

8. Equipment

8.1 Procurement of Equipment

(a) IRDs used for decoding the signals of the Channels, details of which are specified in the Hardware Form, is either provided by Broadcaster to the Operator or procured by the Operator directly from the market at its own cost. The Viewing Card and/or CAM for the IRD shall always be provided by Broadcaster to the Operator and shall at all times remain the property of the Broadcaster.

(b) Where the IRD is procured by the Operator directly on its own from the market, Operator shall ensure that the same meets the technical and other parameters as may be notified by Broadcaster. The Operator shall at all times be responsible for proper functioning, repairs, replacement or maintenance of such procured IRDs.

(c) In the event the Operator requests in writing, Broadcaster may supply or cause to supply the Equipment in accordance with the current policy of Broadcaster.

(d) Broadcaster may in its sole discretion require the Operator to make the following payments against delivery of the Equipment:

i) Processing Fee: Broadcaster may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Channel as per Broadcaster policy.

ii) Replacement Fee: In case the Operator requires replacement of defective Equipment, the Operator shall pay a non-refundable service charge per IRD or per VC, as the case may be, for one-time replacement. The service charge amount shall be intimated by Broadcaster based on the nature of defect in the IRD or VC as the case may be.

iii) Maintenance Fee: This fee will be charged to the Operator on annual basis at the sole discretion of the Broadcaster, in connection with the maintenance contract for maintaining the Equipment's so provided by the Broadcaster

iv) Courier/Taxes: The Operator shall pay the courier charges, taxes and other applicable levies and transportation charges for the Equipment.

(e) It is expressly agreed between the Parties that if within fifteen (15) days from the date of dispatch of the Equipment to the Operator by Broadcaster, the Operator does not intimate Broadcaster the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

8.2 Equipment provided by Broadcaster to the Operator, shall at all times remain the property of the Broadcaster, and not of the Operator. Broadcaster may require the Operator to pay a refundable security deposit (the "***Security Deposit***") before Broadcaster delivers the Equipment to the Operator. The Security Deposit, if not received separately shall first be adjusted from the subscription fees paid by Operator and only after the same is fully adjusted, the balance amount paid would be apportioned towards the monthly subscription fees payable by Operator under the Reference Interconnect Offer Agreement and the unadjusted subscription fees shall be carried forward and shall become due and payable by Operator accordingly. Upon the return of the Equipment to Broadcaster by the Operator, Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the Equipment, which shall be determined by Broadcaster at its sole discretion. Further, in the event, the Operator fails to return the Equipment to Broadcaster, the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD to Broadcaster for the period during which the default continues.

8.3 The Broadcaster makes no representation or warranty as to the capabilities of the Equipment provided by it to the Operator and the Equipment shall be provided on "as is where is" basis. Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such Equipment. However, in the event such Equipment require repair or replacement, the Operator may send a written request (email permitted) to Broadcaster and Broadcaster shall endeavour to have the Equipment repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All Equipment provided by Broadcaster to the Operator shall be returned to the Broadcaster as directed by Broadcaster immediately upon expiry or prior termination of the Agreement.

8.4 The Operator undertakes and covenants that each Equipment provided by Broadcaster to the Operator:

(a) shall be kept at a secure location approved by Broadcaster in writing and the same shall not be moved from the installation address as specified in Hardware Form. The Operator grants Broadcaster and/or its authorized agents the right at any time to enter the installation address to verify the presence of, and to inspect and test, each Equipment at the installation address. In the event any Equipment is missing, Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover such Equipment. Further, in the event any Equipment is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator shall immediately inform Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of such Equipment, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the Equipment shall be borne solely by the Operator. In case such Equipment is not recovered, the Security Deposit shall be transferred to the Broadcaster in lieu of such Equipment and the Operator agrees that the Broadcaster shall be free to recover the balance costs, if any, of such Equipment from the Operator;

(b) is not opened, tampered with or reverse engineered in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of the Operator, Broadcaster may suspend the delivery of the Channels (after complying with the Applicable Laws) without any liability and the delivery of the Channels will be restored only at Broadcaster's discretion and subject to Operator paying a non-refundable

reactivation fee of Rs. 5000/- (Rupees five thousand only) per Channel or higher as per the existing policies of Broadcaster for each such event of suspension. The Operator acknowledges that the reactivation fee is not a penalty but a reasonable cost to be incurred by Broadcaster for the restoration of the Channels after suspension. If the seal of the IRD is found to be broken, the Broadcaster may take back possession of the IRD and forfeit the Security Deposit of the Operator. Further, the Broadcaster shall be free to recover the balance cost, if any, of such IRD from the Operator if the Security Deposit does not cover the cost of such IRD. The Operator agrees to use the Equipment only in accordance with the technical specifications established by the manufacturer of the Equipment;

(c) is not sold, assigned, pledged or otherwise transferred to any third party and/or transferred to any other location in breach of this Agreement, this Agreement;

(d) shall be returned forthwith to Broadcaster in the event the Operator merges or amalgamates with another entity or ceases to operate its Platform; and

8.5 The Operator understands that mere possession of the Equipment and making all payments relating to it does not guarantee access to the Channels, if the remaining clauses of the Agreement are not adhered to.

8.6 In the event the Operator fails to pay the Monthly Subscription Fees and/or upon expiry or termination of the Agreement, Broadcaster shall be entitled to take back the possession of the Equipment from the Operator and deactivate the Viewing Cards.

8.7 In order to recover possession of the Equipment from the Operator, the Operator shall ensure that the authorized personnel of Broadcaster are provided with unobstructed access to the premises of the Operator where the Equipment are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of Broadcaster visit the premises during normal office hours.

9. Anti-Piracy

9.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "***Piracy***"), the Operator shall, prior to the commencement of the Term and at all times during the Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the Platform and conditional access delivery and content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures (hereinafter collectively referred to the "***Security Systems***") as may be specified in a non-discriminatory manner hereunder or in writing, from time to time, by Broadcaster. The Operator shall comply with the Anti- Piracy Requirements set out in herein and in **Schedule H**and also provide full and complete information for conducting Technical Validation by the auditors, empaneled by the Authority for conducting such audit, by furnishing details outlined in Schedule I attached herewith.

9.2 To ensure the Operator's ongoing compliance with the security requirements as set out in this Agreement, Broadcaster may require technical validations ("***Technical validations/Audit*** ") to be conducted by Empaneled Auditor, at Broadcaster's cost and expense. If the results of any Technical validation are not found to be satisfactory by either the Operator or Broadcaster, then Operator shall work with Broadcaster in resolving this issue in the next fourteen (14) business days. Operator shall, if required, forthwith resort to appropriate remedial measures, by way of adopting appropriate state of the art or next generation technology that shall improve the accuracy and efficacy of the Security Systems. If a solution is not reached to Broadcaster's satisfaction by the end of said 14 days then, Broadcaster may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to Broadcaster's satisfaction. For avoidance of doubt, Technical Validation/Technical audit is not an Audit as per clause 10(7) and/or clause 15 of Interconnect regulations,2017 as amended from time to time and conduct of this validation shall not in any way be construed as conduct of broadcaster caused Audit.

9.3 For every Technical Validation referred to above, Operator shall make available all the records, systems information and details for validation by Empaneled Auditor along with Broadcaster's authorized representatives on reasonable notice to the Operator, during normal business hours during the term of the Agreement and for 1 (one) year after the termination of this Agreement. Provided further that neither Broadcaster's acceptance of any such information nor payment for any deficiency or Broadcaster's validation of the Operator's records or accounts shall prevent Broadcaster from later disputing the accuracy or completeness of any payment made or information supplied by the Operator. Broadcaster and its representatives shall be entitled to visit all offices, head ends, control room and other locations (of

the Operator and, or, any of its sub operator) for any such Validation . The Operator undertakes to provide and cause to provide access to all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such validation by Broadcaster or its representatives.

9.4 The Operator shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed/transmitted through its Platform at least once every 10 minutes on 24 x 7 x 365(6) basis. The Operator undertakes to initiate the finger printing as and when requested by the Broadcaster, in the event any piracy is detected.

9.5 The Operator shall comply with all content protection measures that may be specified by Broadcaster from time to time and shall report compliance to Broadcaster in a timely manner as may be required and specified by Broadcaster. The Operator shall also allow Broadcaster full access to systems and controls for Broadcaster to be satisfied that the Operator is fully compliant with such content protection measures as may be specified by Broadcaster in this regard.

9.6 The Operator shall not allow unauthorized taping or receipt of the Channels. The Operator shall not authorize, cause or suffer any portion of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for linear distribution by Operator at the time the Channel(s) is made available. The Operator shall not authorize or permit infringement of any copyrighted material exhibited on the Channel(s), or use the rights granted to it under this Agreement for any unlawful purpose.

9.7 If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channel(s) for any other purpose, the Operator shall immediately notify Broadcaster and the Operator shall switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a set top box with the Recorder facility which has been supplied to the Subscribers by the Operator shall not be treated as unauthorized use; provided (a) such Recorder facility in the STB complies with the terms of this Agreement; (b) such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber, (c) the Subscriber uses it strictly for non-commercial use and personal consumption.

9.8 If so instructed by Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized Subscriber indulging in Piracy, within ten minutes from the time it receives such instruction from Broadcaster. Any communication under this Clause shall be considered as valid information only if the information is sent through official e-mail of a designated officer of Broadcaster. However, such foregoing information may even be provided by Broadcaster representatives through other means of communications such as telephonic message, fax, etc. and the said information shall later be confirmed by Broadcaster through e mail and the Operator shall be under an obligation to act upon such information relating to Piracy and switch off the concerned STB.

9.9 In such instances where the Operator is the only party that is allowed to initiate legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the Operator agrees to grant necessary rights to Broadcaster to initiate legal action. In the event Broadcaster cannot initiate such legal action, against an unauthorized party, for want of locus standi, the Operator agrees to initiate the same. In all cases where legal action is initiated by Broadcaster, the Operator agrees to provide Broadcaster with all the necessary/required assistance.

9.10 In addition to the above, the Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule G and H.

10. Audit and Subscriber Management System

10.1 The Operator shall once in a calendar year cause audit of its subscriber management system (SMS), conditional access system (CAS) and other related systems from such auditors as empaneled by TRAI from time to time under the TRAI Regulations to confirm inter alia whether their SMS, CAS and other related systems are in compliance with the TRAI Regulations and also to verify and confirm whether the monthly Subscriber Reports made available by the Operator to broadcasters are complete, true and correct, and issue an audit report to this effect to Broadcaster within 24 hours of receipt of the said report from the auditor at email id dassubsreport@kalaignartv.co.in or upload at portal https://kalaignartv.co.in/channel-pricing.html The Operator shall obtain a certificate from such auditor that the Operator's digital addressable systems meets the requirements specified under the TRAI Regulations provided that failure to comply with this provision by the Operator will constitute a material breach of this Agreement. The Audit caused by the OPERATOR shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years. The OPERATOR shall give 30 days' prior written notice to KALAIGNAR TV at dassubsreport@kalaignartv.co.in before causing the Audit of its Addressable Systems. Provided Theaudit and penalty under this clause shall be as per notification namely, "The Telecommunication (Broadcasting and Cable)

Services Interconnection (Addressable Systems) (Amendment) Regulations" issued by TRAI on 30.10.2019 (and as may be amended from time to time).

14.1 In the event, Broadcaster is not satisfied with the report received by the Operator under clause 10.1 of this Agreement or, if in the opinion of KALAIGNAR TV the addressable system being used by the OPERATOR does not meet requirements specified under the Schedule III and Schedule IX of Interconnection Regulation,, Broadcaster shall have the right to review and/or cause audit from such auditors as empaneled by TRAI of the SMS, CAS, other related systems and records of SMS and CAS of the Operator relating to the Channels for the purpose of verifying the amounts payable to Broadcaster under the Agreement once in a year, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement, for which the Operator shall provide full co-operation. The scope of the said audit will be as defined in Schedule I to this Agreement. The OPERATOR shall be under a legal obligation to revert within four (4) days ("Revert Period") after a request is received for audit from KALAIGNAR TV, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. In the event the OPERATOR fails to respond or fails to provide a convenient date for audit falling within a month of the request date then in such an event, KALAIGNAR TV shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month's Subscription Fee paid by the OPERATOR for the previous month. For theavoidance of doubt it is clarified that the additional charge of 10% as referred to above shall continue to be levied on incremental monthly basis till the Audit is commenced.If such review and or audit reveals that additional fees are payableto Broadcaster, then after measurement of such incremental Fees (which should be done by Broadcaster by 10th day fromthe end of review/audit), Broadcaster shall raise invoice on the Operator for payment of differential Fees. Further such date of determination shall be deemed to be the completion of event for the differential Fees to be paid by the Operator. The Operator shall immediately pay such fees, as increased by interest rate @18% per annum, failing which Broadcaster may, notwithstanding anything contained elsewhere in the Agreement, suspend any of the Channel or terminate this Agreement, by giving such notice to Operator as is required under applicable TRAI regulations, without prejudice to Broadcaster's right to claim the additional fees. If any fees due for any period exceed the fees reported by the Operator to be due for such period, by two (2) percent or more, the Operator shall pay all of Broadcaster's costs incurred in connection with such review and/or audit and take any necessary actions to avoid such errors in the future. At the end of each of these audits, the Operator shall provide Broadcaster with a current date channel-wise (Bouquet/A-la-carte) subscriber report from its SMS, certified by its SMS manufacturer/vendor. In the event during the audit exercise if it is found that the OPERATOR has not informed KALAIGNAR TV about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the OPERATOR has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event KALAIGNAR TV shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 100% of the maximum retail price for such channels from the date of agreement. For example, if the undeclared number of subscribers is say 500 and the MRP share of KALAIGNAR TV is Rs. X, then in such a scenario the OPERATOR shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).

10.3 Notwithstanding anything to the contrary contained herein, if during review and/or audit of the SMS, CAS, other related systems and records of SMS and CAS of the Operator, it is revealed that the Operator has misrepresented any information contained in the Incentive Qualifying Report or any item having a bearing on the computation of the opted Incentives and/ or the Monthly Subscription Fee payable by the Operator, the Broadcaster shall be entitled to revoke all the Incentives availed by the Operator and seek appropriate refund of same along with interest. If Broadcaster has already paid the Eligible Incentive, in which case Operator shall be liable to issue a credit note in accordance with applicable GST Laws to Broadcaster of the Eligible Incentive already paid by Broadcaster.

10.4 The Operator shall maintain at its own expense the SMS, capable of, at a minimum:

i. maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an IT enabled infrastructure whereby Subscriber contracts are collected, returned and recorded in the SMS database for ongoing administration;
iii. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
iv. administering payments of any commission fees from time to time payable to the Operator's authorised agents for the sale to Subscribers of programming packages;
v. obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion; and
vi. that will enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers.

10.5 In addition to the various rights and remedies as may be available under law, any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement causing substantial loss to Broadcaster. Provided that nothing stated herein above amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per applicable Law, if such Audit reveals that the Addressable System being used by the Operator does not meet the requirements specified in the Telecommunications (Broadcasting & Cable) Services Digital Addressable Systems Audit Manual dated 8th November 2019 ("**Audit Manual**") (as may be amended form time to time).

10.6 The Operator shall be under a legal obligation to revert within five (5) days (**"Revert Period"**) after a request is received for audit from Broadcaster. In the event the Operator fails to respond or fails to provide a convenient date for audit falling within two weeks of the request date then in such an event, it shall be deemed to be refusal on the part of the Operator to allow the Broadcaster to conduct audit. Accordingly, Broadcaster would be entitled to disconnect the signals of the Channels of the Broadcaster after following due process of Applicable Law.

10.8 The Operator acknowledges that in the event the Operator confirms a date for audit of its System to the Broadcaster and consequently the TRAI empanelled auditor appointed by the Broadcaster along with Broadcaster's representative reaches the Operator's headend on the scheduled audit date and where the audit is cancelled or postponed or abandoned, due to any reason attributable to the Operator, in such a case entire cost for the said audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall stand to the account of the Operator as due and payable to the Broadcaster. The Operator agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the Operator in this regard.

10.9 OPERATOR shall allow presence of not more than 2 KALAIGNAR TV representatives during broadcaster caused audit in accordancewith this Agreement.

10.10 The OPERATOR shall provide full cooperation to the empaneled Auditors appointed by KALAIGNAR TV in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to OPERATOR's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. OPERATOR shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The OPERATOR shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Validations as stated in Clause 15 herein below. Any breach by or on the part of the OPERATOR with regard to the above covenants shall be construed as material breach of this Agreement.

10.11 OPERATOR shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of KALAIGNAR TV Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to KALAIGNAR TV.

11. Representations and Warranties

11.1 The Operator represents, covenants, warrants and undertakes to Broadcaster as follows:

i. it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder;

ii. by executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party;

iii. it has the appropriate net worth, necessary infrastructure including office, support staff and the equipment for running the Platform smoothly and efficiently and discharging its entire obligations under this Agreement;

iv. it shall abide by the Applicable Laws including Cable TV Act and Interconnection Regulations;

v. it shall duly inform Broadcaster in the event of any changes or termination in its registration/license;

vi. the STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs and their installed CAS microchip used by the Subscribers shall prohibit use of digital outputs;

vii. it shall provide the accurate Subscriber Reports and pay the Monthly Subscription Fees on the Due Dates, together

with applicable taxes;

viii. it shall not retransmit the Channels via any medium other than the Operator's Platform;

ix. it shall provide Broadcaster with 10 STBs for which Broadcaster shall pay applicable charges authorized for every Channel distributed by the Operator for monitoring the anti-Piracy;

x. it shall maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster of any degradation to signal of any of the Channels;

xi. it shall ensure that EPG functionality, user interface and on screen display ("***OSD***") appears at the Subscriber's option provided such interface appears at the bottom part of the screen and does not cover more than 10 % of the television screen size and does not obscure the program on the Channel;

xii. it undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channels;

xiii. it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease;

xiv. the content stored in the PVR or DVR shall always be encrypted and shall not be capable of transfer to and/or play on other devices;

xv. it shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Channels;

xvi. it shall not discourage in any manner whatsoever the Subscribers and/or general public at large from not subscribing to the Channel(s) and/or it shall not engage in any kind of negative marketing/advertising/running scrolls that may discourage the Subscribers and/or general public at large from subscribing the Channel(s);

xvii. it shall not modify, misuse or tamper with the Equipment including the seal (paper or holographic seal to prevent opening of the Equipment) or any signals emanating therefrom in a manner that prevents the correct identification of the Equipment by their original identification code or interferes with the signals emanating therefrom;

xviii. it shall keep the Equipment in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in the Equipment;

xix. it undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify Broadcaster against any default or non-payments in this regard;

xx. upon expiry/termination of the Agreement, it shall return to Broadcaster the Equipment in good working condition and pay to Broadcaster all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination;

xxi. it further ensures that the Channels shall only be activated through the digital addressable STB which meets the specifications prescribed by Bureau of Indian Standards ("***BIS***");

xxii. once the Channels are included in a Bouquet, the Operator shall not stop exhibition of the Channels without strictly following the procedure prescribed for changing the composition of the Bouquet under the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the Operator (if any);

xxiii. it shall allow distinct choice of Channels and Bouquets of Channels to each TV connection or set top box in a Multi TV Home.

xxiv. it shall comply and remain fully compliant with the terms of this Agreement at all times during the Term;

xxv. it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees as stipulated by TRAI/Applicable Laws, as a precondition to receive the signals of the Broadcaster;

xxvi. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster;

xxvii. none of Broadcaster's Channels shall be included in any package or tier that contains any channel with pornographic content or any gambling channel or any channel which is prohibited to be broadcasted under the Applicable Laws;

xxviii. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, licence or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement;

xxix. It is financially solvent and is capable of discharging its payment obligations under this Agreement; and

xxx. It shall not discontinue carrying the television Channel(s) of the Broadcaster on its network unless the requirement as regards the discontinuation threshold for a television Channel as prescribed in Schedule VIII of Regulation 4(8) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 as amended by the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020; is fulfilled.

xxxi. The Operator hereby agrees to read, understand and comply with KALAIGNAR TV's code of conduct as updated from time to time, and located at https://www.Kalaignar Tvconnect.in/HRPolicies/policies/Code_of_Conduct_Policy.pdf ("Code") and agrees to conduct business in strict legal compliance and with the highest ethical standards. The Operator further agrees to comply with KALAIGNAR TV's Whistle Blower Policy, as updated from time to time, and located at https://www.Kalaignar Tvconnect.in/HRPolicies/policies/Whistleblower_and_Vigil_Mechanism_Policy.pdf ("WBP"). The Operator further agrees to report to KALAIGNAR TV about any form of corruption (including without limitation financial malpractice, dishonesty, money laundering, corruption and fraud), or any other unethical and/or suspected behaviour that may impact KALAIGNAR TV in any manner during the Term of this Agreement. The Operator shall duly disseminate the details of the WBP and contact number of the Vigilance Officer to all their employees, representatives, agents and business associates.

11.2 Other Obligations of the Operator

a. The Operator shall intimate KALAIGNAR TV promptly in writing via **Service form 5- Form For Change Of Control ,**regarding the proposed merger, de-merger, amalgamation, consolidation, reorganization, joint venture, corporate restructuring or any other business arrangement involving the Operator or any change of control/management or acquisition of majority stake or controlling stake of the Operator by any other entity or acquisition by the Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the Operator's assets and/ or purchasing by the Operator of the whole or a substantial portion of the assets of another entity ("Change Event"). In event of the aforementioned scenarios, KALAIGNAR TV reserves its right to deactivate the signals of the KALAIGNAR TV Channels to Operator's network as per Applicable Laws.

If the Operator merges with, acquires or is acquired by a competing distribution platform operator operating in the Authorised Area (**"Competing Platform"**) and the Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the Channels/s pursuant to this Agreement or the Operator distributes the said Channel to the Subscribers of the Competing Platform, the Operator or the successor company shall be obligated to pay the Broadcaster the Monthly Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of Operator and the Competing Platform or the successor company/affiliates/joint ventures/networks (as the case maybe).

If the Operator merges with, acquires or is acquired by a Competing Platform and the Channel(s) are carried on Platform and the Competing Platform, then the Monthly Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of the Broadcaster, with the platform and Competing Platform prior to such merger, till a fresh agreement is entered into with the Broadcaster for the combined entity.

Without prejudice to the aforesaid provisions, the Operator agrees not to connect or make available the signals of the Channels through the distribution system/DAS to any Independent Affiliate, having outstanding arrears payable to the Broadcaster, without the Broadcaster's prior written consent vide a written agreement. The Broadcaster has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the Operator does not clear all the outstanding amounts payable by the Independent Affiliate to the Broadcaster for such time the Independent Affiliate has been availing the signals of the Channels.

The Operator further agrees to intimate KALAIGNAR TV regarding a proposed Change Event promptly by submitting the Service Form 5 for Change of Control made available on KALAIGNAR TV's website. In which event, KALAIGNAR TV reserves its right to deactivate the signals of the Kalaignar Tv Channels as per applicable Laws

b. The Operator shall not offer limited period exhibition of any Channel(s) to Subscribers.

c. The Operator shall not distribute the Channels outside the Authorised Area through any other mode without the express written consent/agreement of the Broadcaster.

d. The Operator shall display name and maximum retail price of all the Channels opted by the Operator in its electronic programme guide.

e. Any agreement entered into by the Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and Operator shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

f. The Operator shall offer to all Subscribers the bouquet(s) of the Channels offered by Broadcaster for which interconnection agreement has been signed with the Broadcaster, without any alteration in composition of the bouquet(s). In case, the Operator opts for certain bouquet(s) but does not carry all the channels constituted in the bouquet, then the Operator shall be liable to pay for the Channels on an ala-carte basis.

g. The Operator shall make the payment of Monthly Subscription Fee irrespective of the Operator's collection of the invoiced Monthly Subscription Fee from its sub-operator/affiliate/LCOs/Subscribers in a timely manner, the Operator shall pay the Monthly Subscription Fee on or before the Due Date prescribed in this Agreement.

h. The Operator undertakes that it shall ensure and cause its Affiliates/LCOs who would be transmitting the signals of the Channels to the subscriber to comply with the terms of this Agreement and the requisite TRAI Regulations. The Operator acknowledges that in case of breach of this undertaking the Broadcaster shall be entitled to switch off the signals of the Channels. The Operator shall also provide details of such Affiliates/LCOs and keep the Broadcaster updated in this regard from time to time.

i. In case the Operator operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the Operator to the Broadcaster in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.

j. The Operator acknowledges and agrees that if it facilitates the broadcast of the competition channels in the same genre in multiple languages, the Operator shall extend the same facility to the Broadcaster's Channels as well at no additional cost.

12. Intellectual Property

12.1 Unless notified to the contrary by Broadcaster, in all trade references, advertising, promotion and marketing, the Channels shall be referred to exclusively as designated herein. As between Broadcaster and the Operator, Intellectual Property over the Channels, marks associated with the Channels, logo, and names shall belong exclusively to Broadcaster or its Affiliates or Broadcaster's rights holder (collectively referred to as "***IP Owners***"). Operator shall not claim adversely to or challenge the rights of the IP Owners with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of the respective IP Owners and agrees to renounce such rights and sign all necessary documents which Broadcaster may require the Operator to do. The Operator shall not use any material contained in any of the Intellectual Property without the prior written consent of Broadcaster. If Broadcaster authorizes such use, the Operator shall use such Intellectual Property in connection with the Channels only and only in accordance with Broadcaster's written instructions. Broadcaster reserves the right to inspect any such material at any

time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name or seek to register any Intellectual Property which in Broadcaster's opinion is colorable imitation or deceptively similar to the Intellectual property. The Operator shall include appropriate copyright and other legal notices as Broadcaster may require and shall promptly call to the attention of Broadcaster the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Authorized Area. The Operator shall within 10 days after termination of this Agreement return to Broadcaster, or at Broadcaster's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred to the IP Owners (and at no cost to Broadcaster or any of the IP Owners) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property.

12.2 The Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the Platform subject to prior written approval of Broadcaster. However, the Operator can use the Channel Marks to promote the Channel(s) through programme guide, programme listing and for the purpose of displaying the electronic program guide if any.

12.3 The Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The Operator acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the service) are and shall remain the exclusive property of the Broadcaster /IP Owners and its licensor(s), as applicable. The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the Operator with respect to the programmes included in the Channels. The Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by Broadcaster or its programme suppliers/licensor(s) and disclosed to Operator by Broadcaster for the purpose of this Agreement.

13. Advertising/ Marketing/Promotion

13.1 The Operator shall promote the Channels in the same manner and to the same extent as any other channels distributed by the Operator on its Platform; provided that the Operator may carry out any specific promotion with respect to certain specific channels, if such channels provide the Operator with financial assistance with respect to such promotion. Notwithstanding the foregoing, the Operator agrees that it shall provide Broadcaster with the same opportunity to carry out specific promotions for the Channels. Moreover, the Operator agrees that the Channels will be treated similarly in terms of size and prominence (taking into consideration the context) to other channels in any advertising material where the Channel Marks appear with the logos and names of all other channels. In any promotion and marketing of the Channels, the Operator shall use only promotional material provided or pre-approved by Broadcaster in strict adherence to Broadcaster's instructions or if the marketing materials for the Channels are created by or on behalf of the Operator, these must be submitted to Broadcaster for Broadcaster's prior written approval. Broadcaster shall make available to the Operator promotional and marketing materials in accordance with Broadcaster's prevailing current practices. Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. The Operator shall cooperate with Broadcaster in such research by making available information reasonably requested by Broadcaster including the relevant data and address details of its Subscribers. Broadcaster and the Operator agree to discuss joint marketing efforts and the coordination of marketing and promotion for the Channels and the Platform.

13.2 Notwithstanding anything contained elsewhere in this Agreement, the Operator shall not without the prior written permission of Broadcaster promote or associate itself in any manner whatsoever with any programming carried on the Channels. Specifically, the Operator shall not market, promote or in any other manner whatsoever seek to draw any association between Operator and any programme on the Channels. The Operator may only use the official logo of the Channels for any non-commercial purpose, promotional or marketing of the Channels on the Operator's network and provided such use is first approved by Broadcaster in writing.

13.3 The Operator shall not:

i. engage in any kind of promotions, special screenings, private shows, exhibit in public viewing areas, any special schemes or any deals involving any particular event, show or programme on the Channels;
ii. use or exploit any of the logos or marks or the title of any event, show or programme of the Channels including without limitation, engaging in promotions via cutouts, banners or hoardings displaying any brand names or logos or trademarks of any such event; and
iii. obscure the viewing of any Channel by inserting any form of graphics, pop ups, aston bands, scrolls, squeezers, pre-rolls, post rolls, logos, brand names, virtual advertising, etc.

14. Term

14.1 Unless terminated in accordance with the terms hereof, this Agreement shall be valid for such time period as specified herein, forming part of this Agreement which shall not exceed 12 months from Agreement Start Date i.e. February 1, 2023.

14.3 The Parties shall enter into new written interconnection agreement before the expiry of this Agreement. KALAIGNAR TV will send a written notice to the Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new interconnection agreement.

Provided further that if the Parties fail to enter into new interconnection agreement before the date of expiry of this Agreement, will disconnect the retransmission of the signals of the Channels on the expiry date of this Agreement.

Provided further that the Operator shall, fifteen days prior to the date of expiry of this Agreement, inform its subscribers through scrolls on its Platform:

a) the date of expiry of this Agreement;
b) the date of disconnection of signals of KALAIGNAR TV Channels in event of its failure to enter into new interconnection agreement.

14.4 Any signed Agreement from the Operator shall not be legally binding if it is received after a new version of RIO/ Agreement is uploaded by KALAIGNAR TV on its website. In the event KALAIGNAR TV modifies and uploads a revised RIO/ Agreement on its website, any unexecuted Agreement(s) of previous RIO versions shall be null and void.

15. Termination and Suspension

15.1 Subject to applicable Law and without prejudice to other rights and remedies available to KALAIGNAR TV under this Agreement and Applicable Law, either Party shall have a right to terminate the Agreement forthwith/by providing a prior Disconnection Notice to the other Party in the event of:

i. any material breach of the Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so;
ii. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party or admission of any winding up petition against the other Party; or
iii. The Operator's License or any other material license necessary for the Operator to operate its Platform being revoked at any time other than due to the fault of the Operator.

15.2 Broadcaster shall have the right in its sole discretion to forthwith suspend the delivery of Channels and/or terminate the Agreement forthwith/by providing a prior disconnection notice as per Applicable Laws to the Operator in any of the following events:

i. revocation, termination or suspension of the Operator's License or any other material license necessary for Operator to operate its Platform;
ii. any material breach of the Agreement which in Broadcaster's sole opinion is not capable of a remedy;
iii. any breach of the Agreement which, if capable of a remedy within 10 days' notice period, is not remedied by the Operator to the satisfaction of Broadcaster during the period of Disconnection Notice;
iv. If Operator fails to make payment of the Monthly Subscription Fees on or before the Due Date;
v. material breach related to non-submission of Subscriber Report
vi. material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days
vii. If there is change in the ownership, management or control of the Operator which is not pre-approved by Broadcaster.
viii. The Operator fails to execute the fresh Interconnection Agreement on the expiry of the Agreement as set out hereinabove.

It is hereby clarified between the Parties hereto that during the Term of the Agreement, if supply of signals of the Channels of the Broadcaster has been discontinued to Operator's network inter alia due to non-payment of the monthly subscription fees / non-submission of MSRs / non- submission of audit report/not allowing the Broadcaster to audit the system/ non-compliance of the technical requirements (as mandated under the TRAI Regulations) as may have been pointed out by the TRAI empanelled auditor in the course of conduct of the audit of the Operator's SMS and CAS systems, the supply of signals may be reactivated/restored by the Broadcaster at its discretion upon the breach being remedied by the Operator to the satisfaction of the Broadcaster during the Term. In such an event, the Agreement shall be deemed to be valid only for the remainder period of the Term. However, in the event where the breach is not remedied during the validity of the Agreement, the signals may be reactivated by the Broadcaster only upon execution of a fresh interconnection agreement by the Operator and suitable remediation of the breach to the satisfaction of the Broadcaster.

15.3 The Operator shall have the right to terminate the Agreement if the Operator discontinues its business and provides at least 90 (ninety) days prior written notice vide **Service form 6- Form for Discontinuation of Operations,** which is provided under this agreement and KALAIGNAR TV's website.

15.4 The Broadcasdater shall have the right to disconnect/discontinue any of the Channels / Bouquet(s) or make changes in the nature or composition of the Channel(s)/Bouquet(s) (as the case may be) at any time by giving a prior written notice of 21 (twenty-one) days or such other notice period as mandated under the Applicable Laws.

15.5 Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator if the Operator breaches any of the Anti-Piracy Obligations and fails to cure such breach within ten (10) days of being required in writing to do so.

15.6 In the event the Applicable Laws are amended during the subsistence of this Agreement in a manner to remove the period for which the Disconnection Notice needs to remain valid before the signal of any or all of the Channels are switched off and accordingly the Agreement can be partially or wholly terminated respectively by Broadcaster, the remedy period for Operator's breach in Clause 15.2 (iii) shall be such period as may be prescribed by Broadcaster in its Disconnection Notice to the Operator.

15.7 The Broadcaster shall have the right to discontinue/remove/withdraw one or more Channels ("***Affected/Removed Channels***"), as per Applicable Law and subject to clause 15.4. Once a Channel becomes an Affected/Removed Channel, the same shall cease to be made available by Broadcaster on A-la-carte and/or as part of Bouquet. In case of any Broadcaster Channel being discontinued by the Broadcaster, effective MRP of the subscribed Bouquet consisting such Channel(s), would get adjusted by a factor of A-la-carte price of removed Channel(s) to sum of A-la-carte prices of all channels forming part of that subscribed Bouquet.

15.8 Upon expiry or termination of this Agreement for any reason:

i. each Party shall return to the other Party the Confidential Information, all materials and information (including intellectual property) pertaining to the other party or destroy the same upon being advised to do so by the other party. The Operator shall forthwith cease to use the Confidential Information pertaining to the Broadcaster;

ii. the Operator shall return the Equipment supplied by Broadcaster in accordance with the terms of this Agreement; and

iii. the Operator shall cease to make any representations that it is associated with Broadcaster or the Channels.

iv. cease to distribute/re-transmit Broadcaster's Channels' to the Subscribers

v. The Operator shall within seven (7) days from the date of termination deliver to Broadcaster all due and pending Reports and shall pay all pending payments including interest accrued to Broadcaster till date of deactivation;

15.9 Termination or expiry of this Agreement will not affect the Operator's obligations that are meant to survive the expiry or termination of this Agreement including the payment of the Monthly Subscription Fees payable under this Agreement. For purposes of clarity, where the Agreement is terminated in accordance with the provisions hereof the Monthly Subscription Fees shall be payable until the effective date of termination.

15.10 Pursuant to Clause 15.2 of this Agreement and without derogating in any manner the right of Broadcaster to terminate this Agreement, where Broadcaster opts to suspend this Agreement partially in respect of certain specified Channels ("***Suspended Channels***") or whole of this Agreement in respect of all the Channels , then Broadcaster shall have a right, in addition to all the other rights and remedies available to Broadcaster in law, contract or equity, to claim the Monthly Subscription Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by Broadcaster through and until the Agreement is either reinstated or terminated by Broadcaster.

15.11 It is agreed and acknowledged by the Operator that if Broadcaster chooses to terminate the Agreement in its entirety or partially in respect of certain Suspended Channels due to the Operator having failed to remedy the breach notified by Broadcaster pursuant to Clause 15.2 due to which Broadcaster had suspended the Agreement, Broadcaster may not be required to provide a fresh Disconnection Notice if it is not required by the Applicable Laws.

15.12 The provisions of clause related to Indemnification, Limitation of Liability and Confidentiality shall survive the termination of this Agreement

16. Indemnification, Limitation of Liability

16.1 The Operator shall indemnify and hold Broadcaster and its respective officers, directors, employees, agents and Affiliates, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of: (a) the breach of any representation, warranty, covenant or undertaking made by the Operator hereunder or any other obligation of the Operator arising out of this Agreement; and (b) any third party claims that are brought against the Broadcaster which arise due to breach of any terms of this Agreement or misrepresentation by the Operator or breach of a covenant, undertaking or warranty by the Operator. Broadcaster shall notify the Operator in writing of the claim or action for which such indemnity applies.

16.2 The Broadcaster shall not be liable to the Operator, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

16.3 The aggregate liability of Broadcaster and its Affiliates to the Operator for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly Subscription Fee for the last month actually paid by the Operator to Broadcaster under this Agreement.

16.4 The Operator undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of Operator. Nothing in this Agreement or the contract(s) executed between the Subscriber and the Operator or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from Broadcaster or create any direct relationship between the Subscriber and Broadcaster.

16.5 It is expressly understood and agreed between the Parties that KALAIGNAR TV shall have no liability or obligation whatsoever under this Agreement, towards the Operator, the Subscribers or any other person or Authority, arising from and/or in respect of:

a) any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow KALAIGNAR TV's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by KALAIGNAR TV, in which event KALAIGNAR TV shall not be under any obligation to provide Operator with any other Equipment;

b) deactivation, disconnection, interruption of KALAIGNAR TV Channels or termination of this Agreement by KALAIGNAR TV in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of non-payment of the Monthly Subscription Fee by the Operator or on account of any other breach of this Agreement by the Operator); or

c) failure on the part of the Operator to maintain the licenses and approvals required under Applicable Law.

d) any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of

e) any inaction or default on the part of the Operator, its distributor or installer;

17. Governing Law and Jurisdiction

The governing law shall be Indian law. TDSAT shall have the exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of the Agreement. Nothing contained in this Agreement shall be construed as restricting or limiting the right of Broadcaster to take action for violation of its rights under all Applicable Laws.

18. Miscellaneous

18.1 <u>Entire agreement and binding effect</u>

i. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior reference interconnect offer, interconnection / subscription agreements, understandings, minutes of meetings, oral or written, with respect thereto. Subject to the terms and conditions hereof, this Agreement is binding upon and will inure to the benefit of the parties and their respective successors.

ii. The Operator acknowledges that this Agreement is without prejudice and subject to the outcome of the order(s) of the High Court of Delhi in W.P.(C) No. 4091 of 2017, W.P.(C) No. 4135 of 2017, W.P.(C) No. 7017 of 2017, W.P.(C) No. 506/2016 & CM APPL. 2085/2016, W.P.(C) 5161/2014 & CM APPLs. 10283/2014, 9629/2015 & 18139/2015 or

any other appeal/writ petition pending before any Authority/Court in connection with any of the subject matter contained herein or any further challenges arising from such writ petitions. The Broadcaster reserves the right to modify/terminate this Agreement, subject to the outcome of the aforesaid appeal/Writ Petition(s).

iii. The Operator acknowledges that the Broadcaster reserves the right to modify this Agreement at its sole discretion.

18.2 Force Majeure

i. If on account of a Force Majeure Event, either Party cannot perform its obligations hereunder for more than 30 (thirty) days, then either Party shall be entitled to terminate this Agreement by providing the other Party a prior written notice of 15 (fifteen) days or such other notice period as mandated under the Applicable Law.

ii. The Party affected by the Force Majeure Event must promptly notify to the other Party in writing (that is within 48 hours) of the occurrence and nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.

iii. The Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 19.2, neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Monthly Subscription Fee shall accrue and be payable by the Operator subject to the Force Majeure Event for the period during which the Force Majeure Event continues and/or until the Agreement is terminated by Broadcaster hereunder.

18.3 Confidentiality

i. The Parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other Party strictly confidential at all times.

ii. Any information provided by one Party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the

purpose for which it is intended under this Agreement without written consent of the other Party.

iii. Other than the existence of this Agreement and the terms of this Agreement which are or come to the public domain

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with no fault of either Party or due to the Applicable Laws, no terms or conditions herein, nor any matters relating to the course of dealings between the Parties including all subscriber related information or any information pertain to the business of the operator/Broadcaster shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to- know basis, and except as may be required by any applicable government agency, regulatory body or court.

18.4 Notices

All notices must be in writing sent during working hours, by personal delivery or courier or registered post or email to such address of Broadcaster and Operator as specified in this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2nd business day when sent by courier; and (c) fifth business day when sent by registered post.

18.5 Assignment

i. Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of Broadcaster, to assign or transfer, in whole or in part, the Agreement or any of its rights or obligations hereunder to any third Party including its affiliates. Upon any breach, whether actual, potential or threatened, of this Clause, the Operator shall be deemed to be unauthorized to retransmit the signals of the Channels and in material breach of this Agreement which shall entitle Broadcaster to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.

ii. The Broadcaster may, at any time, assign or novate the Agreement including, without limitation, its rights and obligations hereunder, either in whole or in parts, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as Broadcaster vis-a-vis the Operator. Such assignment or novation by Broadcaster shall be effective on and from the date as communicated in writing by Broadcaster to the Operator.

18.6 Amendment

No amendment to this Agreement shall be valid unless prepared in writing and signed by the authorized signatories of each of the Parties.

18.7 Survivability

The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement shall continue to have effect after the end of the Term.

18.8 Specific Performance

The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster and therefore Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Operator from committing any violation of this Agreement or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies Broadcaster may have at law or in equity, including without limitation a right for damages.

18.9 Guarantee

The Operator shall procure that its permitted and authorized sub-operators who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Operator guarantees the performance of the obligations of its permitted and authorized sub-operators under the terms of this Agreement. Any

breach or default of this Clause by the permitted and authorized affiliate, sub-operator shall constitute a material breach by the Operator of the terms of this Agreement.

18.10 Severability

If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.

18.11 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

18.12 Agency

Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties.

18.13 Counterpart

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Alternatively, the Parties shall endeavor to sign this Agreement digitally.

18.14 Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislatures or parliament, laws, ordinances, orders, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal, etc, which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder. Such amendment shall take effect from the date of such change. In the event the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For _____	_____ Name: _____ Designation: _____ *Date: _____

For Kalaignar Tv Private Limited.

Name:

Designation:

*Date:

**The Agreement execution date shall be deemed to be the date on* which the *Operator/Broadcaster has last signed* the *Agreement.*

SCHEDULE A

VALIDATION FORM

Term*: One year from Agreement Start Date.

Agreement Start Date: February 1, 2023

Authorized Area(s)/Territory: (please provide complete details)**:**

Details of agreed areas for distribution of signal of Subscribed Channels by the Operator:

Details of Area Serviced by Operator (Territory):

State / Union Territory in which the Authorised Area is located	District(s) covered	Authorized Area/Territory (City/area)	Head-end of Operator from which the signals of Kalaignar Tv Channels are serviced in such Authorized Area(S)

Note: City shall mean the municipal limit of that particular city

Bill code:

Bill Code	Applicable GSTIN	Area Catered by Bill Code

Details of Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by Operator (Attach extra sheet if required and provide the complete details).

Sr. No.	Details of SMS deployed	Details of CAS deployed

**In the event the Operator has deployed additional CAS and/or SMS, the certificate to be issued for each CAS and/or SMS deployed*

Installation Address(es) of CAS and SMS (Attach extra sheet if required).

Sr. No.	Installation Address(es) of SMS	Installation Address(es) of CAS

The address to provide above shall specify the Village, City/Taluka, District, Pincode, State, Tel. No, details of contact person(s) and technical person(s) (including name, mobile number, Email address etc.)

(Incase of multiple Installation Address, the Operator to provide additional installation address(es) in the format set out hereinbeloe ***i.e.*** FORMAT FOR DECLARATION OF MULTIPLE/ADDITIONAL INSTALLATION ADDRESS(ES) *along with details of Installation address(es) of CAS & SMS*)

FORMAT FOR DECLARATION OF MULTIPLE/ADDITIONAL INSTALLATION ADDRESS(ES)

This Interconnection Agreement ("**Agreement**") No.__ is entered into on this day of 20_____ _____ at New Delhi.
between

Kalaignar Tv Private Limited
and
_____

This page forms an integral part of the abovementioned Interconnection Agreement.
INSTALLATION ADDRESS:

_____
_____
Landmark:
Village: City/Taluka:
District: Pin: State:
Tel. No: STD Code: No.:
Mobile No.
Fax No – STD Code: No.
E mail ID:
Contact Person:
Designation of Contact Person:
Technical Person:
Mobile No. of Technical Person:

CHANNELS AND BOUQUETS

i) **A-LA-CARTE AND BOUQUET MRP OF THE CHANNELS**

I. A-LA-CARTE MAXIMUM RETAIL PRICES OF STANDARD DEFINITION AND HIGH DEFINITION CHANNELS

A. List of Standard Definition (SD) Pay Channels of the Broadcaster offered on A-la-Carte basis with MRP of the Channel:

Sr. No.	Select / Checkbox	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code
1		Kalaignar TV	General Entertainment	Tamil	12.00	KGR001
2		Kalaignar Isaiaruvi	Music	Tamil	4.00	KGR002
3	☐	Kalaignar Siripolli	General Entertainment	Tamil	8.00	KGR003
4	☐	Kalaignar Murasu	Movies	Tamil	12.00	KGR004
5	☐	Kalaignar Seithigal	News	Tamil	1.00	KGR005

Note:

The MRP mentioned for the a-la-carte Pay Kalaignar Tv channel(s) are per "subscriber" per month.

"Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box ("STB"), which is availing Kalaignar Tv Channels.

MRP of Pay Kalaignar Tv Channels offered on A-La-Carte basis mentioned herein above are excluding taxes and leviesimposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

ii. BOUQUET OF PAY CHANNELS OF THE BROADCASTER ALONG WITH MRP:

A. List of Bouquet(s) of Pay Kalaignar Tv Channels with MRP of the Bouquet

Sr. No.	Select / Checkbox	Bouquet Name	Kalaignar Tv Bouquet Code

Total Count of Bouquet(s) Availed by Operator:

BOUQUET COMPOSITION

Bouquet Availed (Yes/No)	
Kalaignar Tv Bouquet Name	**Kalaignar TV Tamil Bouquet SD**
Kalaignar Tv Bouquet Code	**KGRTV001**
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	**25**
Sr. No.	**Name of the Channel**
1	Kalaignar TV
2	Kalaignar Isaiaruvi
3	Kalaignar Siripolli
4	Kalaignar Murasu
5	Kalaignar Seithigal

Note:
*Applicable taxes extra

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For _____	_____ Name : _____ Designation: _____ *Date: February 1, 2023
For Kalaignar TV Private Limited	_____ Name: _____ Designation: _____ *Date: February 1, 2023

**The Agreement Start Date shall be deemed to be the date on which the Operator/Broadcaster has last signed the Agreement*

SCHEDULE B

CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS

I. Subscription Fee:

(i) "**KALAIGNAR TV's share of MRP**" will be equal to the "MRP of A-la-Carte / MRP of Bouquet of Pay KALAIGNAR TV Channel(s)" per month less of "Distribution Margin".

(ii) For each month or part thereof during the Term of the Agreement, the OPERATOR shall payto KALAIGNAR TV, "Subscription Fee" to be calculated as KALAIGNAR TV's Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet as applicable reported by the OPERATOR for that particular month.

(iii) The Maximum Retail Price (MRP) per subscriber per month of KALAIGNAR TV Channels availed on A-la-Carte basisis set out in **Schedule A** and the MRP of Bouquet of payKALAIGNAR TV Channels is set out in **Schedule A** to this Agreement. The MRP mentioned in Schedule A to this Agreement, as referred to above, are exclusive of all taxes and levies.

(iv) The "Monthly Average Active Subscriber Level" for each channel or bouquet shall be equal to the average of the number of active subscribers subscribing that A-la-Carte channel or bouquet, as the case may be, recorded four times in a month, as providedin Table – 1 and Table – 2 of **Schedule E** respectively. The number of subscribersshall be recorded at any point of time between 19:00 Hrs to 23:00 Hrs. on the designated days.

(v) For the purpose of calculation of the Subscription Fee payable "Subscriber" means, forany calendar month, each Set Top Box, which is availing the KALAIGNAR TV Channel(s) and/or bouquet of KALAIGNAR TV Channels through theOPERATOR.

II. Calculation of Subscription Fee

(a) In case OPERATOR avails one or more or all KALAIGNAR TV SD Channels on A-la-Cartebasis:

(i) If the OPERATOR is providing the channels on A-la-Carte basis to its subscribers, the Monthly Subscription Fee for such A-la-Carte channel(s) shall be equal to "KALAIGNAR TV's Share of MRP" of that A-la- Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by theOPERATOR for that month for that particular KALAIGNAR TV Channel(s).

Illustration:

If OPERATOR has opted for Kalaignar Tv on A-la-Carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the OPERATOR is 10,000 subscribersfor Kalaignar Tv , then the Subscription Fee payable by the OPERATOR for that particular monthfor Kalaignar Tv will be calculated as:

MRP of KALAIGNAR TV = Rs. 12.00

KALAIGNAR TV's Share of MRP = Rs. 09.60

(Less of Distribution Margin)

Monthly Average Active Subscriber Level for Kalaignar Tv TV reported by OPERATOR = 10,000 subscribers

Subscription Fee for Kalaignar Tv TV for that month = Rs. 9.60 x 10,000 = **Rs. 96,000**

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

(ii) If the OPERATOR does not offer such opted A-la-Carte channel(s) on A-la-Carte basis toits subscriber but offers the A-la-Carte channel(s) in packages of the OPERATOR, then the Subscription Fee for each of the A-la-Carte channels availed by OPERATOR, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte channel has been placed multiplied by "KALAIGNAR TV's Share of MRP" of each channel(s).

Illustration:

If OPERATOR has opted for Kalaignar Tv on A-la-Carte basis and has placed Kalaignar Tv in package "X" of the OPERATOR. The Monthly Average Active Subscriber Level for a particular month reported by the OPERATOR is 10,000 subscribers for package X, then the Subscription Fee payable by the OPERATOR for that particular month for Kalaignar Tv willbe calculated as

MRP of KALAIGNAR TV	= Rs. 12.00
KALAIGNAR TV's Share of MRP	**= Rs. 09.60**

(Less of Distribution Margin)

கலைஞர்

Monthly Average Active Subscriber Level for Package X reported by OPERATOR	= 10,000 subscribers
Subscription Fee for Kalaignar TV	

for that month	= Rs. 9.60 x 10,000 =	**Rs. 96,000**

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive ofapplicable taxes and levies.

(b) In case the OPERATOR avails one or more Bouquet(s) of KALAIGNAR TV SD Channel(s):

(i) the Monthly Subscription Fee payable by OPERATOR to KALAIGNAR TV for such Bouquet(s) shall be equal to "KALAIGNAR TV's Share of MRP" of the Bouquet multiplied by the Monthly Average Active Subscriber Level availingthe Bouquet(s) reported by the OPERATOR for that particular month.

Illustration:

If OPERATOR has opted for Kalaignar Tamil Bouquet and the Monthly Average Active Subscriber Levelfor a particular month reported by the OPERATOR is 10,000 subscribersfor Kalaignar Tamil Bouquet, then the Subscription Fee payable by the OPERATOR for that particular month will be calculated as

MRP of Kalaignar Tamil Bouquet = Rs. 25.00

KALAIGNAR TV's Share of MRP = Rs. 20.00

(Less of Distribution Margin)

Monthly Average Active Subscriber Level for Kalaignar Tamil Bouquet reported by OPERATOR = 10,000 subscribers

Subscription Fee for Kalaignar Tamil Bouquet for that month = Rs. 20.00 x 10,000

= Rs. 2,00,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive ofapplicable taxes and levies.

(c) In case an OPERATOR avails one or more KALAIGNAR TV SD Channels on A-la-Carte basisand also opts for different Bouquet(s) of Pay KALAIGNAR TV SD Channel(s) not comprising of the Channels opted on A-la-Cartebasis:

(i) For the channels opted on A-la-Carte basis, the monthly Subscription Fee payableby OPERATOR to KALAIGNAR TV shall be calculated on the basis of Clause II. (a)(i) above.

(ii) For bouquet(s), the monthly Subscription Fee payable by OPERATOR to KALAIGNAR TV shall becalculated on the basis of Clause II. (b)(i) above.

1. In case the OPERATOR operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibilityand obligation of the OPERATOR to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the OPERATOR to KALAIGNAR TV. Further it is also agreed by OPERATOR that any other Independent Affiliate taken over by OPERATOR during the term of this Agreement shall be treated as JVs and the OPERATOR shall be liableto make additional payment for such JVs acquired during the term of this Agreement.
2. Payment of the Subscription Fee shall be subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.
3. In the event the OPERATOR fails to pay the Subscription Fee and/ or, upon expiry of, or termination of the Agreement, KALAIGNAR TV shall be entitled to take back the possession of the Equipment from the OPERATOR, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the OPERATOR, the IRD Deposit shall be refunded to the OPERATOR. In the event, the OPERATOR fails to return the Equipment to KALAIGNAR TV, the OPERATOR shall be liable to pay asum of Rs.1,000/- per day per IRD to KALAIGNAR TV for the period during which the default continues.In case the OPERATOR returns the IRD, but the Viewing Card and remote (where applicable)are damaged or missing, then the OPERATOR shall be liable to pay to KALAIGNAR TV such charges as may be determined by KALAIGNAR TV. KALAIGNAR TV shall be authorized to deduct the cost of damages from the IRD Deposit.
4. All payments from the OPERATOR to KALAIGNAR TV under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of Kalaignar Tv Private Limited– A/c Kalaignar Tv Channels payable at its head office or any other place that may be specified by KALAIGNAR TVin writing from time to time; or (ii) electronic wire transfer into KALAIGNAR TV's Bank Account, accompanied by documentary evidence certified by the OPERATOR's bank that the payment has been transferred to KALAIGNAR TV's Bank Account.

III. <u>Payment Terms</u>

1. For each month during the Term of this Agreement, KALAIGNAR TV shall issue an invoice for Subscription Fee on or before 10th day of the immediately succeeding month, based on the monthly subscription report submitted by OPERATOR, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by OPERATOR along with the due date of payment. OPERATOR shall be liable to make payment for Subscription Fee as per the monthly invoice raised by KALAIGNAR TV within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the OPERATOR (Due Date) without anydeduction except deduction of withholding tax/ TDS as provided in this Agreement.For e.g. Invoice for Subscription Fee for the month of October 2023 shall be issuedby KALAIGNAR TV on or before10th November 2023 and the payment for such invoice shallbe made by the OPERATOR on or before 25th November 2023 (Due Date). Time is the essence of this Agreement and the OPERATOR shall be required to make all payments due to KALAIGNAR TV, by the Due Date in accordance with the terms herein.
2. Within seven days of end of each month, the OPERATOR shall provide the subscriber report stating the number of subscribers along with the other reports for that month in the

format(s) set - out in **Schedule E** attached herewith, based on which KALAIGNAR TVshall raise aninvoice on the OPERATOR.

3. In case the OPERATOR fails to send the report within the said period of seven days fromthe end of each calendar month, KALAIGNAR TV shall have the right to raise a provisional invoice ("Provisional Invoice") for an amount increased by ten percent (10%) of the "Subscription Fee" payable by the OPERATOR to KALAIGNAR TV for the immediately preceding month, and the OPERATOR shall be under legal obligation to make the payment on thebasis of such Provisional Invoice in accordance with the terms of this clause.
4. The Parties will carry out reconciliation, between the Provisional Invoice raised byKALAIGNAR TV and the monthly subscription reports sent by the OPERATOR, within three (3) months from the date of submission of Monthly Subscriber Report by the OPERATOR.
5. In case of default by the OPERATOR on account of non-submission of Reports, it shall bedeemed to be a material breach and entitle KALAIGNAR TV to initiate appropriate steps for disconnection of signals of KALAIGNAR TV Channel(s) and / or termination of this Agreement for material breach of this Agreement. In such an event KALAIGNAR TV shall have an option to levy an additional charge for said material breach whereby the OPERATOR shall be liable to pay to KALAIGNAR TV an amount equivalent to previous three months'invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report.
6. The OPERATOR shall be required to make payments with 15 days of the receipt of invoice/provisional invoice (Due Date) in accordance with the terms hereof, and any failure to do so on the part of the OPERATOR shall constitute a material breach hereunder and KALAIGNAR TV be entitled to switch off the signals of KALAIGNAR TV Channels to entire network of the OPERATOR. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5% ("Default Interest Rate"). The imposition and collection of interest on late payments does not constitute a waiver of the OPERATOR's obligation to pay theSubscription Fee by the Due Date, and KALAIGNAR TV shall retain all of its other rights and remedies under the Agreement.
7. OPERATOR shall make the payment of Subscription Fee irrespective of OPERATOR's collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the OPERATOR shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.
8. OPERATOR shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the OPERATOR and/or its affiliates, JVs, etc. from KALAIGNAR TV, its affiliated companies (including any subsidiary andor associate entities of KALAIGNAR TV), channel owners.
9. All payments of Subscription Fee hereunder are exclusive of all applicable taxes including works contract taxes, customs duties, excise duties, entertainment taxes,GST and other such taxes. All such applicable taxes shall be at OPERATOR's cost and will be charged at the prevailing rates by KALAIGNAR TV to the OPERATOR.
10. If payment of the Subscription Fee is subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the OPERATOR shall provide tax withholding certificates to KALAIGNAR TV within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circularsissued thereunder.
11. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, etc. arising out of the agreement, the OPERATOR shall continue to make the payment of Subscription Fee as per the provision of **Clause 5** read alongwith this **Schedule A** of this Agreement till such time the dispute is resolved. Appropriate adjustment in this regard shall be made by the respective parties on final adjudication of the dispute.

SCHEDULE C

INCENTIVE SCHEME(s) ON PAY KALAIGNAR TV CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: Yes NO ☐

1. KALAIGNAR TV is offering the following incentives on the MRP of Pay KALAIGNAR TV Channels set out in this **Schedule C**
subject to OPERATOR fulfilling the conditions set out herein

2. **Incentives offered by KALAIGNAR TV on Pay KALAIGNAR TV Channels:**

   I. Channel Penetration Incentive
   II. Identified Channel Penetration Incentive
   III. Subscriber Audit Incentive
   IV. Special Incentive

3. **Incentive Eligibility Parameters for Incentive on MRP of pay KALAIGNAR TV Channels**

   a) Meeting the LCN Requirements
   b) Compliance with all applicable terms and conditions under this Agreement and the **2022 Amendment Regulations**.
   c) **Reports:** In order to be eligible for any of aforementioned Incentives offered by KALAIGNAR TV, the OPERATOR shall provide KALAIGNAR TV, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in Schedule **E** to this Agreement.
   d) **Subscriber Records, Access and Audit:** KALAIGNAR TV (through empaneled auditors) shall during the Audit referred to in **Clause 14** of this Agreement, be entitled to access the Records, SMS, CAS and related systems of the OPERATOR in order to determine the correctness of various reports referred to in this **Schedule E**.
   e) It is clarified that "Channel Penetration Incentive", "Identified Channel Penetration Incentive", "Subscriber Audit Incentive" and "Special Incentive" can be availed separately upon achievement of respective Incentive Eligibility Parameters.

4. **LCN Requirements:**

4.1 Condition Precedent for availing any of the Incentives under this Agreement: To be entitled for Channel Penetration Incentives and/or, Identified Channel Penetration Incentives and/or Subscriber Audit Incentives and/or Special Incentive, the meeting the LCN rank as set out below, shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.

4.2 LCN Penetration Qualifying Parameters: The Operator shall be entitled to any/all Incentives subject to OPERATOR fulfilling the LCN requirements as per LCN Slabs set out herein below, and meeting the eligibility parameters, including the LCN Penetration Qualifying Parameters set out in this Schedule C.

4.3 LCN Slabs: LCN Slabs i.e. logical channel number ("LCN") slabs shall be based on the OPERATOR maintaining the LCN rank as per the LCN Slabs on OPERATOR's Platform, in OPERATOR's electronic program guide (EPG) system, for the Term for any/all of the KALAIGNAR TV Channels, within specified genre and language (as listed in **Table A** below). LCN rank would be measured against the Competing Channels tabulated against each of the KALAIGNAR TV Channel listed below in Table A.

For the purpose of this Agreement, Competing Channel for each of KALAIGNAR TV Channel shall mean the channelsof competing Broadcasters as listed against the concerned Channel in Table A

herein below.

TABLE – A

Genre and Logical Channel Number (LCN) Slabs

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
1	Kalaignar Tv	General Entertainment (Tamil)	Sun TV, Star Vijay, Zee Tamil and similar channels	1 to 4	5 to 6
2	Kalaignar Isaiaruvi	Music (Tamil)	Sun Music, Jaya Max, and similar channels	1 to 6	7 to 8
3	Kalaignar Siripolli	General Entertainment (Tamil)	Sun TV, Star Vijay, Zee Tamil and similar channels	1 to 8	9 to 12
4	Kalaignar Murasu	Movies (Tamil)	K TV, Vijay Super, Zee Thirai and similar channels	1 to 10	11 to 14
5	Kalaignar Seithigal	News (Tamil)	Polimer News, Sun News, Puthiyathalaimurai, Thanthi TV,News 18 Tamilnadu , News Tamil 24x7 and Similar channels	1 to 3	4 to 5

4.4 OPERATOR has to place all Pay KALAIGNAR TV Channels that have been availed by the OPERATOR under this Agreement in Slab 1 in order to achieve "Slab 1 Eligibility". In case, the OPERATOR places one or more Pay Channel(s) in Slab 2, then the OPERATOR will qualify for "Slab 2 Eligibility".

4.5 If any one or more Pay KALAIGNAR TV Channels neither placed in Slab 1 nor in Slab 2, OPERATOR shall not be eligible for any Incentive including Channel Penetration Incentives, Identified Channel Penetration Incentives, Subscriber Audit Incentives and Special Incentive.

4.6 For the purpose of determining the applicable LCN Slabs for each of the Pay KALAIGNAR TV Channel, for the purposeof this **Schedule C** for Channels, all Local Channels and/or Platform Services of the OPERATOR will be considered along with various broadcast channels.

4.7 In the event a Channel has different LCN ranks across OPERATOR's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.

4.8 In the event that the OPERATOR, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay KALAIGNAR TV Channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the OPERATOR will not be eligible under the "LCN Slab Eligibility" for that particular month and the OPERATOR will not

receive any of the Incentives for any of the Pay KALAIGNAR TV Channels availed by OPERATOR under this Agreement for that particular month.

4.9 OPERATOR shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

Table – B

LCN Incentive Slabs

Particular	Percentage Incentive	
	Slab 1 Eligibility	**Slab 2 Eligibility**
Maximum incentives for Channel Penetration	5%	3%
Maximum incentives for Identified Channel Penetration	7%	4%
Maximum incentives for Subscriber Audit under Section 15(2)	2%	2%
Maximum incentives for Special Incentive	1%	1%
Total Maximum Incentives	**15%**	**10%**

5. Channel Penetration Incentive:

5.1 Subject to the OPERATOR complying with the eligibility parameters set out herein,, the OPERATOR shall be eligible for Channel Penetration Incentive based on percentage penetration of a subscribed Channel achieved by OPERATOR in its respective Target Market (as tabulated below). Channel Penetration shall be calculated as a percentage of the said Channel's "Total Active Subscriber base of the OPERATOR" as mentioned in **Table C, Table D** and **Table E** herein below.

5.2 For sake of clarity, Percentage Penetration of respective Channel will be calculated by dividing "Active subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the OPERATOR".

5.3 In case of the said KALAIGNAR TV Channel(s) has a Standard-Definition variant and corresponding High-Definition variant then, for the Standard-Definition Channel, "Active subscriber base of the Channel" mean total activesubscribers of the Standard-Definition variant of the channel and the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to only Standard- Definition channel(s). and in case the said KALAIGNAR TV Channel(s) is a High-Definition Channel, the "Total ActiveSubscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to at least one High-Definition channel.

5.4 In case of the said KALAIGNAR TV Channel(s) has only a Standard-Definition variant then, the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to Standard-Definition channel(s) as well as High-Definition channel(s).

5.5 In case of the said KALAIGNAR TV Channel(s) has only a High-Definition variant then, the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to one or more High-Definition channel(s).

5.6 In case of Kalaignar Tv Thirai and Kalaignar Tv Picchar, the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to Standard-Definition channel(s) as well as High-Definition channel(s).

5.7 Once the Channel Penetration is calculated, the Channel Penetration Incentive shall be paid basis the Penetration Achievement of a KALAIGNAR TV Channel as against the prescribed Penetration Threshold for that Channel in the Target Market tabulated below by the OPERATOR and the applicable Slab eligibility under the Channel Penetration Incentive Slabs set out below.

Table – C

Channel Penetration Incentive Slabs

Penetration Achievement	% Incentive (Slab 1 Eligibility)	% Incentive (Slab 2 Eligibility)
As per channel wise penetration requirement as mentioned in Table D below	5.0%	3.0%
5 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	3.0%	1.5%
10 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	1.5%	0.5%

P.p. means absolute percentage point.

"Low Penetration Requirement Channels" include channels for which penetration requirement is less than 40%.

Table – D (1)

Target Market wise Penetration Thresholds for "Standard Definition" Pay KALAIGNAR TV Channels which are part of KalaignarTamil Bouquet

Channel	Tamil Nadu	Kerala	Karnataka	Andhra Pradesh	Telengana	Pondicherry	Maharashtra/Goa	West Bengal	Odisha	Gujarath	Rest of NESA	Punjab/Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Kalaignar TV	95%	95%	95%	95%	95%	95%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
Kalaignar Isaiaruvi	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Kalaignar Siripolli	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Kalaignar	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%

Murasu																		
Kalaignar Seithigal	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%

NOTE:

“Rest of NESA” market includes Arunachal Pradesh, Nagaland, Manipur, Mizoram, Meghalaya, Tripura.

Penetration Threshold requirement for Dadra & Nagar Haveli and Daman & Diu will be as per Gujarat. Penetration Threshold for Sikkim will be as per West Bengal, Penetration Threshold for Lakshadweep will be as per Kerala. Penetration Threshold for Andaman & Nicobar islands will be as per Hindi Speaking states like Madhya Pradesh or Gujarat or Rajasthan.

For other KALAIGNAR TV Channel(s) for which the required Penetration Threshold is not mentioned in Table D(1) above, the OPERATOR shall be eligible for maximum Channel Penetration Incentive as per LCN "Slab Eligibility" in Table C above.

For clarification, in Gujarat, if the Penetration Achievement of Kalaignar TV reaches 40% in a-la-carte and 45% as part of a bouquet, then the OPERATOR would be eligible to get the above-mentioned Penetration Incentive, as the Penetration Achievement of KalaignarTV would be equal to Penetration Threshold i.e. 85%. In such case, the Penetration Incentive will be calculated in proportion to the channel's revenue on a-la- carte basis as well as in a bouquet, i.e. on the maximum retail price and the 'effective price' of the channel, respectively

6. <u>Identified Channel Penetration Incentive</u>:

6.1 Subject to the OPERATOR complying with the eligibility parameters set out in this Schedule, the OPERATOR shall be eligible for Identified Channel Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table E(2) below.

6.2 If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table E(2), then the OPERATOR will be eligible for Identified Channel Penetration Incentive on all KALAIGNAR TV channels in that Target Market as set out in Table E(1) depending on the "Identified Channel PenetrationCriteria" and "Slab Eligibility" as per Clause 4 of this Schedule C above.

6.3 If any one or more of Identified Channel(s) does not achieve required penetration in respective Target Market as per Criteria A but achieves penetration as per Criteria B, then Identified Channel Penetration Incentive will be calculated as per Criteria B as mentioned in Table E(1) below for all channels.

6.4 Further, if any one or more of Identified Channel(s) achieves penetration in respective Target Market neither as per Criteria A nor as per Criteria B, then OPERATOR shall not be eligible for any Identified Channel Penetration Incentive in that Target Market for all KALAIGNAR TV channels.

6.5 For sake of clarity, percentage penetration of respective Identified Channel will be calculated as set out in Clause 5 of this Schedule C above.

6.6 Once each of the Identified Channel's Penetration is calculated, and corresponding "Identified Channel Penetration Criteria" is achieved, then the Identified Channel Penetration Incentive shall be calculated basis the applicable LCN Slab eligibility under the Identified Channel Penetration Incentive Slabs set out below.

6.7 In case the OPERATOR fails to achieve required penetration threshold for even a single Identified Channel as set out in Table E(2) below, the OPERATOR shall not be eligible for any "Identified Channel Penetration Incentive".

6.8 It is further clarified that in the event the OPERATOR is unable to achieve the Penetration for even a single Identified Channel as per the Penetration Threshold in Table E(2) and the Slab Eligibility under the Penetration slab, the OPERATOR shall still be eligible for the Channel Penetration Incentive in which case, the penetration percentage shall be computed for that particular Channel in the manner set out in Channel Penetration Incentive in Table C above.

6.9 For Example, in the state of Gujarat, Kalaignar TV, Kalaignar Isaiaruvi, Kalaignar Siripolli, Kalaignar Murasu and Kalaignar Seithigal are the "Identified Channels". If each of these four channels achieve penetration of 75% or more in Gujarat, the OPERATOR will be eligible for "Identified Channel Penetration Criteria A". In this example, let us assume that OPERATOR has placed all KALAIGNAR TV channels as per LCN Slab 1 so that the OPERATOR has achieved "Slab 1 Eligibility". As the OPERATOR has achieved "Identified Channel Penetration Criteria A" and "Slab 1 Eligibility", then as per Table E(1), the OPERATOR will be eligible for 7% Identified Channel PenetrationIncentive for Gujarat. Identified Channel Penetration shall be calculated as a percentage penetration of each Identified Channel over "Total Active Subscriber base of the OPERATOR".

Table E(1)

Identified Channel Penetration Incentive

Identified Channel Penetration Incentive	**Slab 1 Eligibility**	**Slab 2 Eligibility**
Identified Channel Penetration Criteria A	7.0%	4.0%
Identified Channel Penetration Criteria B	3.5%	2.0%

Table E(2)

Target Market wise Penetration Thresholds for Identified Channels

Market	**Standard Definition Identified Channels**	
	Each of Identified Channels Penetration Criteria A	**Each of Identified Channels Penetration Criteria B**
Tamil Nadu , Karnataka, Andhra Pradesh, Telangana, , Pondicherry, Kerala, Lakshadweep Gujarat, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar, Maharashtra, Goa	75%	65%

Table E(3)

Target Market wise List of Identified Channels

for ascertaining Total Identified Channel Penetration achievement

Market		List of Identified Channels in SD
Tamil Nadu , Karnataka, Andhra Pradesh, Telangana, , Pondicherry, Kerala, Lakshadweep Gujarat, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar, Maharashtra, Goa	Kalaignar Tv, Kalaignar Isaiaruvi, Kalaignar Siripolli, Kalaignar Murasu,Kalaignar Seithigal	

7. **Subscriber Audit Incentive**:

7.1 Subject to the OPERATOR complying with the eligibility parameters set out herein, OPERATOR shall be eligible for Subscriber Audit Incentives if the OPERATOR enables and ensures that the Broadcaster caused Audit as per regulation 15(2) of the Interconnection Regulations is successfully completed as per "Audit Date" defined below as per **Table F** below:

Table F

Subscriber Audit Incentive under Section 15(2) Slab

Audit Date in terms of Section 15(2)	Percentage Incentive	Audit Incentive Slab
Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	2.0%	Audit Incentive Slab "A"
Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.0%	Audit Incentive Slab "B"

7.2 All timelines are as per calendar year. The actual Audit commencement date shall be considered as "Audit Date" if total active subscriber base is less than 5 lakh. If total active subscriber base is greater than 5 lakhs then the date of Audit report submission of the audit causes under Regulation 15(2) of the Interconnection Regulations shall be considered as "Audit date"

7.3 For the purpose of eligibility of the Subscriber Audit Incentive, it shall be mandatory that the Audit under Regulation 15(2) of the Interconnection Regulations is successfully completed i.e. where Audit report is published by the Auditor and shared with the KALAIGNAR TV by the Audit Date, is eligible for incentives.

7.4 Audit shall be conducted in accordance with the applicable TRAI Regulations, as may be amended from time to time and as per the scope of audit set out in this Agreement by TRAI empaneled Auditor. It is further clarified that the said Audit will be conducted independent of the incentive structure and the same shall have no bearing and/or impact and/or influence on the Audit process and Audit period.

7.5 **For the calendar year 2023:** If last conducted and concluded Audit in terms of Regulation 15(2) of the Interconnection Regulations has been completed in a period 9 months immediately preceding the date of implementation of NTO 2.1, then the OPERATOR shall be eligible for Subscriber Audit Incentive as per "Audit Incentive Slab A" irrespective of the the Audit Date subject to the condition that the gap in "audit date" of 2 consecutive Audits shall not be more than 12 months.

If last conducted and concluded Audit in terms of Regulation 15(2) of the Interconnection Regulations has not been completed during the time period of 9 months immediately preceding the date of implementation of NTO 2.1 then Audit Incentive Slab "A" shall be applicable for Audits if "Audit date" of "Successfully completed Audit" is within 6 months from the start of NTO 2.1 in CY 2023

Audit Incentive Slab "B" shall be applicable for Audits if "Audit date" of "Successfully completed Audit" is after 6 months from the start of NTO 2.1 in CY 2023

subject to the condition that the gap in "audit date" of 2 consecutive Audits shall not be more than 12 months

7.6 Calendar year 2024 onwards, If "Audit date" of previous "Successfully completed Audit" is within 12 months from the "Audit date" in the NTO 2.1, then Audit Incentive Slab "A" shall be applicable irrespective of the "Audit date"

If "Audit date" of previous "Successfully completed Audit" is <u>not</u> within 12 months from the "Audit date" in the NTO 2.1 , then Incentive as per Table F shall be Applicable.

8. Special Incentive:

8.1 Subject to OPERATOR meeting eligibility parameters for availing any Incentive as set out herein, the OPERATOR shall be eligible for Special Incentive based on data shared with KALAIGNAR TV with respect to subscriber base of OPERATOR as detailed herein. The OPERATOR shall be eligible for a Special incentive of **1%** if the OPERATOR provides information as mentioned below in the format set out in **Table No's 4 to 8** of **Schedule E** to this Agreement.

8.2 Special Incentive for any month will be applicable if the following information (by state / district / city) is provided to KALAIGNAR TV for that particular month:

a) Total De-active Subscriber base of OPERATOR (Split by SD & HD)

b) Total Active Subscriber base of the OPERATOR subscribing to any FTA and Pay channel(s) (Split by SD & HD)

c) Total Active Subscriber base of the OPERATOR subscribing to only FTA channels.

d) Total Active Subscriber base subscribing to any of KALAIGNAR TV Channels (Split by SD & HD)

e) Total Active Subscriber base of the OPERATOR split by Operator packages.

9. KALAIGNAR TV reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, KALAIGNAR TV at sole discretion amend the Incentive Scheme in the event, during the Term, (i) KALAIGNAR TV launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Schedule and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by KALAIGNAR TV and/ or its current or future subsidiaries, and in such an event KALAIGNAR TV shall have the right to withdraw and/ or modify this Scheduleand/ or the Incentives set out herein in its sole discretion.

10. Illustration for Incentive for channels selected on a-la-carte and Bouquet basis:

This illustration pertains to an OPERATOR which has Total Active Subscriber Base of 1,00,000 subscribers spread across 3 states of Maharashtra/Goa, Gujarat and Karnataka. For the sake of illustration, it is assumed that the OPERATOR has selected few KALAIGNAR TV Bouquets and few KALAIGNAR TV Channels on a-la-carte basis and has reported subscribers base and LCN ranks as mentioned Table 1, Table 2 and Table 3 below. The total subscriber base for each of the subscribed Channel in the state is calculated basis summation of subscribersof the respective Channel from all KALAIGNAR TV Bouquets and from a-la-carte basis for the said channel.

Below is the summary of various scenarios under which the OPERATOR is eligible to get respective incentives.

Incentive Type	**Grades**	**All Kalaignar Tv Channel in LCN Slab 1**	**Any 1 Kalaignar Tv Channel in LCN Slab 2**
Channel Penetration	Required Penetration (e.g. Kalaignar Tv >= 85%)	**5.00%**	**3.00 %**
	5 p.p. Less Penetration (e.g. Kalaignar >= 80% and <85%)	3.00%	1.50 %
	10 p.p. Less Penetration (e.g. Kalaignar >= 75% and <80%)	1.50%	0.50 %

Incentive Type	Grades	All Kalaignar Tv Channel in LCN Slab 1	Any 1 Kalaignar Tv Channel in LCN Slab 2
Identified Channel Penetration	Required Penetration (e.g. 75%)	**7.00%**	**4.00 %**
	10 p.p. Less Penetration (e.g. 65%)	3.50%	2.00%
Subscriber Audit Under section 15(2)	Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	**2.00%**	**2.00%**
	Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.00%	1.00%
Special Incentive	Data provided as per requirement	**1.00%**	**1.00%**
Total Maximum Incentive		**15.00%**	**10.00%**

For the sake of illustration, we are assuming that the OPERATOR has submitted reports as per formats as mentioned in Schedule E. Below is the snapshot of various reports submitted by OPERATOR.

1. State-wise Total Active Subscriber Base of OPERATOR
2. State-wise Monthly Subscription for bouquet of pay KALAIGNAR TV Channel and/or a-la-carte Channel
3. LCN Report for Pay KALAIGNAR TV Channel

Table 1

Total Active Subscriber Base of OPERATOR

S. N.	State	Type of Subscriber (SD)	Number of subscribers of the channel on 7th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly Average Active Subscriber of the OPERATOR in State
A	B	C	D	E	F	G	H = (D+E+F+G) / 4

1	Tamilnadu	SD	48,200	49,100	50,900	51,800	50,000

Table 2

Monthly Subscription for bouquet of pay KALAIGNAR TV Channel and/or a-la-carte Channel

Sr. No.	Name of Bouquet / KALAIGNAR TV Channel	State	Bouquet / A-la-carte Code	OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of subscribers of the channel on 7th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly Average Actual Subscribers Level of KALAIGNAR Channel
A	B	C	D	E	F	G	H	I	J (F+G+H+I
1	Kalaignar Tamil Bouquet	Tamil nadu	***	****	41,750	38,950	40,700	38,600	40,000
2	Kalaignar TV	Tamil nadu	***	****	4,150	3,910	4,060	3,880	4,000
3	Kalaignar Isaiaruvi	Tamil nadu	***	****	2,050	1,970	2,020	1,960	2,000
4	Kalaignar Siripolli	Tamil nadu	***	****	2,400	1,900	1,800	1,900	2,000
5	Kalaignar Murasu	Tamil nadu	***	****	2,575	2,455	2,530	2,440	2,500
6	Kalaignar Seithigal	Tamil	***	****	3,625	3,425	3,550	3,400	3,500

		nadu	*						

Table 3

LCN Report for Pay KALAIGNAR TV Channels

Sr. No.	Name of Channel	Kalaignar Tv A-la-carte Code	Genre	Language	Channel LCN Number	LC Rar
1	Kalaignar TV	****	General Entertainment	Tamil	***	1
2	Kalaignar Isaiaruvi	****	Music	Tamil	***	5
3	Kalaignar Siripolli	****	General Entertainment	Tamil	***	10
4	Kalaignar Murasu	****	Movies	Tamil	***	3
5	Kalaignar Seithigal	****	News	Tamil	***	6

Detailed Incentive Conditions Calculation:

	Slab 1
LCN Slab Achievement for subscribed Pay KALAIGNAR TV channels as per LCN Report submitted by OPERATOR as per Table 3 above	

Basis the LCN Slab achievement, the OPERATOR will be eligible for rest of the incentives as per table below:

Particular	Percentage Incentive		
	All Pay Kalaignar Tv Group Channels placed asper Slab 1	**Any one or more Pay Kalaignar Tv Group Channels placed asper Slab 2**	**Any one or more Pay Kalaignar Tv Group Channels placedbeyond Slab 2**
Maximum percentage incentives for Channel Penetration	5%	3%	0%
Maximum percentage incentives for Bouquet Penetration	7%	4%	0%

Particular	Percentage Incentive		
	All Pay Kalaignar Tv Group Channels placed asper Slab 1	**Any one or more Pay Kalaignar Tv Group Channels placed asper Slab 2**	**Any one or more Pay Kalaignar Tv Group Channels placedbeyond Slab 2**
Maximum percentage incentives for Subscriber Audit under Section 15(2)	2%	2%	0%
Maximum percentage incentives for Special Incentive	1%	1%	0%
Total Maximum Percentage Incentives	**15%**	**10%**	**0%**
LCN Slab Achievement	**Yes**	**-**	**-**

Table 4

Calculation of Channel wise penetration through A-la-carte and Bouquets

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Kalaignar Tamil Bouquet SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
A	B	C	D	E	J = D+E+F+G+H+I	K	L=J/K
1	Kalaignar Tv	Tamil nadu	3500	6000	9500	10,000	95%
2	Kalaignar Isaiaruvi	Tamil nadu	3300	6000	9300	10,000	93%
3	Kalaignar Siripolli	Tamil nadu	3300	6000	9300	10,000	93%
4	Kalaignar Murasu	Tamil nadu	3500	6000	9500	10,000	95%
5	Kalaignar Seithigal	Tamil nadu	3900	6000	9900	10,000	99%

Table 5

Calculation of Channel Penetration Incentive

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Schedule E	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
A	B	C	D	E	F

1	Kalaignar Tv	Tamilnadu	80.0%	95%	5.0%
2	Kalaignar Isaiaruvi	Tamilnadu	75.0%	93%	5.0%
3	Kalaignar Siripolli	Tamilnadu	75.0%	93%	5.0%
4	Kalaignar Murasu	Tamilnadu	75.0%	95%	5.0%
5	Kalaignar Seithigal	Tamilnadu	75.0%	99%	5.0%

Table 6

Calculation of Identified Channel Penetration Incentive

Sr. No.	**Market**	**Identified Channel**	**Penetration Achievement**	**Identified Channel Penetration Criteria Achievement**	**Identified Channel Penetration Incentive Achievement**
A	B	C	D	E	F
1	Tamil Nadu	Kalaignar Tv	95%	Identified channel Penetration Criteria A	7.00%
		Kalaignar Isaiaruvi	93%		
		Kalaignar Siripolli	93%		
		Kalaignar Murasu	95%		
		Kalaignar Seithigal	99%		

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Table 7

Subscriber Audit Incentive and Special Incentive

Sr. No.	Incentive Type	Criteria for meeting condition	Achievement	Applicable Incentive
1	Subscriber Audit	Subscriber Audit done under Section 15(2)	H1	2%
2	Special Incentive	Data provided by Operator as per requirement?	Yes	1%

Basis the information submitted in above reports and penetration achievement, the OPERATOR will be eligible for below Incentive percentage.

Incentive Type	Achieved Incentive% in Tamilnadu
Achieved percentage incentives for Channel Penetration	5%
Achieved percentage incentives for Identified Channel Penetration	7%
Achieved percentage incentives for Subscriber Audit under Section 15(2)	2%
Achieved percentage incentives for Special Incentive	1%
Total Percentage Incentives Achieved	**15%**

Table 8

Calculation of Incentive Amount

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel for Incentive Calculation	Total Incentive Amount (Rs.)
A	B	C	D	E	F	G	H	I=F*H * E
1	A-la-carte	Kalaignar Tv	Tamil nadu	15.0%	300	12.00	12.00	540
2	A-la-carte	Kalaignar Isaiaruvi	Tamil nadu	15.0%	-	4.00	4.00	-
3	A-la-carte	Kalaignar Siripolli	Tamil nadu	15.0%	-	8.00	8.00	-
4	A-la-carte	Kalaignar Murasu	Tamil nadu	15.0%	1,800	12.00	12.00	5,130
5	A-la-carte	Kalaignar Seithigal	Tamil nadu	15.0%	-	1.00	1.00	-
6	Kalaignar Tamil Bouquet	Kalaignar Tv	Tamil nadu	15.0%	600	12.00	7.20	648
7	Kalaignar Tamil Bouquet	Kalaignar Isaiaruvi	Tamil nadu	15.0%	600	4.00	2.40	216
8	Kalaignar Tamil Bouquet	Kalaignar Siripolli	Tamil nadu	15.0%	600	8.00	4.80	432
9	Kalaignar Tamil Bouquet	Kalaignar Murasu	Tamil nadu	15.0%	600	12.00	7.20	648

10	Kalaignar Tamil Bouquet	Kalaignar Seithigal	Tamil nadu	15.0%	600	1.00	0.60	54
							Total	**7,668**

******

SCHEDULE D

Details of the Operator

:

Customer Code

Operator Name :

Broadcaster GSTIN :

Broadcaster’s Bill from Address :

Organisation Type (Select any one which is applicable):

Sole Proprietorship	Partnership	Private Limited Company	Limited Company	HUF
☐	☐	☐	☐	☐
LLP	Institution	Association	Society	Trust
☐	☐	☐	☐	☐

PAN: **TAN**:

Whether registered as Micro Small and Medium Enterprises (MSME): Yes ☐ **No** ☐

(tick mark (√) which is applicable)

If Yes, MSME registration number : _____

Operator's License Type [MSO/HITS/IPTV/DTH] : _____

Operator's License no. : _____

Operator's License Issue Date : _____

Operator's License Valid Till Date : _____

Registered Office Address:

Address : _____

City/Town/Village : _____ Pin code : _____

Taluka/Tehsil : District : _____

State : _____

Correspondence/Communication Address:

Address : _____

City/Town/Village : _____ Pin code : _____

Taluka/Tehsil : District : _____

State : _____

Operator GST details:

Operator’s GST Bill To Address

Operator’s GSTIN

Operator Key Contacts:

		☐	☐	
		☐	☐	
		☐	☐	

Name	Designation	Is Primary Contact	Email Address	Mobile Number

Technical details:

Encryption System used by the Operator: :

Subscriber Management System used by the Operator: :

Set Top Box used by the Operator: :

Headend make used by the Operator: :

DECLARATION

(Applicable in case where certain documents of the Operator are already available with the Broadcaster and hence not re-submitted by the Operator)

I/We, ___, further represent ___ _____
and warrant that the requisite information and documents which have been already provided to the Broadcaster in connection with the RIO, continues to be valid and binding. Hence, the same has not been submitted again.

For _____

Name of Authorized Signatory:

Designation:

Date:

SCHEDULE E

REPORT FORMAT AS PER TRAI MANDATE:
(SMS system should generate this report in uneditable pdf format)

MONTHLY SUBSCRIBER REPORT FORMATS

Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Subscriber Reports (*To be submitted Agreement-wise*)

Name of the OPERATOR : _____
Area of the Operation : _____
Reported Month : _____
Year : _____
Date of generation of Report : _____

Date of submission of Report by the Operator : _____

Table – 1: State-wise Monthly Subscription for bouquet of pay KALAIGNAR TV Channel and/or a-la-carte Channel

(For each City to be submitted separately)
Monthly Average Active Subscriber Level of a KALAIGNAR TV Channels or bouquet shall be arrived at by averaging the number of subscribers subscribing KALAIGNAR TV Channel or bouquets, as the case may be, recorded four times in a month, as provided in Table -1 and Table – 2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. of the day.

Table – 1 (a) : Monthly subscription for A-la-Carte Channels

Sl. No.	Name of KALAIGNAR TV Channel	Kalaignar Tv A-la-Carte Code	OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of subscribers of the channel on 7th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly Average Active Subscriber Level of the KALAIGNAR TV Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+(7)+(8)]/4
1								
2								

3								

Table – 1 (b): Monthly subscription for bouquet of pay KALAIGNAR TV Channels

Sl.	Name of the bouquet of pay KALAIGNAR TV Channel	Kalaignar Tv Bouquet Code	OPERATOR's Package Name / Add-on Name (if applicable)	Number of subscriber of the bouquet on 7th day of the month	Number of subscribers of the bouquet on 14th day of the month	Number of subscribers of the bouquet on 21st day of the month	Number of subscriber of the bouquet on 28th day of the month	Monthly Average Active Subscriber Level of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+(7)+(8)]/4
1								
2								
3								

Note:

(i) Above information is required for all packages and Add-on offered by OPERATOR in which respective KALAIGNAR TV Channel(s) is offered by the OPERATOR and also for KALAIGNAR TV Channels offered by OPERATOR on A-la-Carte Basis.

(ii) OPERATOR Package Name and Add-on name not applicable in case subscriber has opted for Bouquet of Pay KALAIGNAR TV Channels.

(iii) City wise report is required to be furnished by the OPERATOR for its operational areas.

(iv) Each set top box, located at a place indicated by the subscriber for receiving the signals of KALAIGNAR TV Channels from the OPERATOR, shall constitute one subscriber.

(v) The reports shall be generated in non-editable PDF format, with read only permissions.

Table – 2: State-wise Total Active Subscriber Base of OPERATOR

Sl. No.	State	Type of Subscriber (SD / HD)	Number of subscribers of the channel on 7th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly Average Active Subscriber of the OPERATOR in State
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6)+(7)]

							/ 4
1							
2							
3							

REPORTS FOR INCENTIVE SCHEMES

These reports shall be submitted by Operator if the Operator has availed the Incentive Scheme under Schedule C

Table – 3: LCN Report for Pay Kalaignar Tv Group Channels

Sr. No.	Name of Channel	Kalaignar Tv A-la-Carte Code	Genre	Language	Channel LCN Number	LCN Rank

Table – 4: De-active Subscriber Base of the OPERATOR Report

கலைஞர்

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 5: Active Subscriber Base of the OPERATOR (FTA + Pay Channel)

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 6: Free-to-Air Subscriber Base of the OPERATOR Report

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 7: Active Pay Subscriber Base of Pay Kalaignar Tv Group Channel of the OPERATOR

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 8: OPERATOR Package wise Subscriber Base Report

கலைஞர்

S. N.	State	District	City	OPERATOR Package Name	OPERATOR Package Price (Including Taxes)	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

*****

SCHEDULE F

Declarations from CAS Vendor, SMS Vendor

PART A
DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER
(ON THE CAS PROVIDER COMPANY'S LETTER HEAD)

This is to certify that M/s TO WHOMSOEVER IT MAY CONCERN, having its Registered office at _____ and having its DAS headend at _____ has installed Conditional Access System (CAS) of our company _____ for its digital cable network.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____, NETWORK ID: _____

Location of CAS servers (Database servers, ECMG, EMMG):

_____

Details of Main and Backup CAS servers installed:

_____

Server time format and time zone:

Database detail: _____

~~With respect to the CAS installed at above mentioned headend and in terms of Schedule III~~ and Schedule IX of the Interconnection Regulations, we confirm the following:

1. CAS does not have any facility to activate and deactivate STBs.
2. The current version of CAS does not have any history of hacking.
3. We have the capability of upgrading of CAS in case it gets hacked at any point of time.
4. The CAS is currently in use by other pay TV services providers including Operator and it has an aggregate of at least 1 million subscribers in the global pay TV market.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package provided by the OPERATOR to its end subscribers.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.
7. This CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS. It is not possible to alter the data and logs recorded in the CAS
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
9. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.
10. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/ Subscriber Package introduced and made available by the Multi System Operator to its last mile subscribers.
11. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
12. The CAS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the Multi System Operator within 24 hours.

13. That we _____ (CAS Company Name) are fully compliant to the requirements of CAS system as per schedule III and Schedule IX of the Interconnection Regulations.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed CAS system.

I (_name) undertake that the information provided above is true and full disclosure of all the CAS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (CAS company name)
(Signature)
Name:
Designation: (not below the level of COO or CEO or CTO)
Company seal:

******

PART B

DECLARATION TO BE OBTAINED FROM SMS PROVIDER (ON SMS PROVIDER COMPANY'S LETTER HEAD) TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered Office at and having its DAS headend at

has installed SMS of our Company for its digital cable network.
Date of SMS Installation:
SMS Version:
Location of SMS servers:

SMS Database detail with number of instances created:
_____

With respect to the SMS installed at above mentioned headend and in terms of Schedule III and Schedule IX of the Interconnection Regulations, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including Operator that have an aggregate of at least 1 million subscribers in the global pay TV market (wherever applicable).
2. The SMS has the capacity to activate or deactivate services or STBs of at least 5%of the subscriber base of the distributor within 24 hours.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package which is or will be provided by the OPERATOR.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
6. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.
7. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands (as per period of service).
8. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every channel provided by the OPERATOR.

9. That we _____ (SMS Company Name) are fully compliant to the requirements of SMS system as per schedule III and Schedule IX of the Interconnection Regulations.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed SMS system.

I (_name) undertake that the information provided above is true and full disclosure of all the SMS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (SMS company name)
(Signature)
Name:
Designation: (not below the level of COO or CEO or CTO)
Company seal:

SCHEDULE G

OPERATOR'S OBLIGATIONS

I. TO MAINTAIN SPECIFICATIONS FOR SET TOP BOXES (STBs), CONDITIONAL ACCESS SYSTEM (CAS) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

A. STB Requirements:

1. All the STBs should have Conditional Access.

2. The STB should be capable of decrypting the Conditional Access messages inserted by the Headend.

3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.

4. The STB should be individually addressable from the Headend.

5. The STB should be able to receive the messages from the Headend.

6. The messaging character length should be minimal 120 characters.

7. There should be provision for the global messaging, group messaging and the individual STB messaging.

8. The STB should have forced messaging capability including forced finger printing display

9. The STB must be compliant to the applicable Bureau of Indian Standards

10. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

11. The STBs with facilities for recording the programs shall have a copy protection system.

B.Fingerprinting Requirements:

1. OPERATOR shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after 30.10.2019 shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software

4. The finger printing should not be removable by pressing any key on the remote of STB.

5. The Finger printing should be on the top most layer of the video.

6. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.

7. The Finger printing should appear on all the screens in all scenarios, such as menu, EPG, Settings, blank screen, and games etc.

8. The location, font colour, and background colour of finger print should be changeable from head end and should be random on the viewing device.

9. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.

10. The Finger printing should be possible on global as well as on the individual STB basis.

11. The overt finger printing should be displayed by the OPERATOR without any alteration with regard to the time, location, duration and frequency.

12. Scroll messaging should be only available in the lower part of the screen

13. The STB should have a provision that finger printing is never disabled.

14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after 30.10.2019 shall support the watermarking network logo for all pay channels at the encoder end.

C. Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements:

1. The OPERATOR shall ensure that current version of the conditional access system (CAS), in use, should not have any history of hacking.
   Explanation: A written declaration available with the OPERATOR from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands.
3. The OPERATOR should provide declaration document should contain inter-Alia
   (i) Full Detail of Network Diagram including the location of Headend, Muxes and Encryption System including the insertion points of CAS.
   (ii) Details of CAS system having inter-alia
      (a) Locations/ Networks where deployed, and hacking history
      (b) Antipiracy features of CAS.
4. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
5. The OPERATOR shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
6. The SMS and CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
   Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

7. The OPERATOR shall validate that the CAS has capability to upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

8. The fingerprinting should not get invalidated by use of any device or software.

9. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the OPERATOR within 24 hours.

10. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

11. The SMS & CAS should be capable of individually addressing subscribers for the purpose of generating the reports, on a channel by channel and STB by STB basis.

12. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

    a. Unique Customer Identification (ID)
    b. Subscription Contract number
    c. Name of the subscriber

d. Billing Address
e. Installation Address
f. Landline no
g. Mobile No
h. Email id
i. Channel, Bouquets and Service/ Package subscribed to
j. Unique STB No
k. Unique VC No

13. The SMS should be capable of :

a. Viewing and printing historical data in terms of the activations, deactivations of STBs etc.
b. Location of each and every set top box/ VC unit installed
c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscribers.

14. The SMS should be capable of giving the reporting at any desired time about:
i. The total number of registered subscribers
ii. The total number of active subscribers
iii. The total number of temporary suspended subscribers
iv. The total number of deactivated subscribers
v. List of blacklisted STBs in the system
vi. Channel and bouquet wise monthly subscription report in the prescribed format
vii. The name of channels forming part of each bouquet
viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
ix. The name of a-la-carte channel and bouquet subscribed by subscriber
x. The ageing report for subscription of a particular channel or bouquet.

15. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS

16. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

17. It shall be possible to generate the following reports from the logs of the CAS:
a. STB-VC Pairing / De-Pairing
b. STB Activation / De-activation
c. Channels Assignment to STB
d. Report of the activations or the deactivations of a particular channel for a given period.

18. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc

19. The OPERATOR shall ensure that the CAS & SMS system vendor have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.

20. The OPERATOR shall declare the details of the CAS and the SMS deployed for distribution of KALAIGNAR TV Channels. In case of deployment of any additional CAS/ SMS, the same should be notified to KALAIGNAR TV by the OPERATOR.

21. Upon deactivation of any subscriber from the SMS, all programme / services shall be denied to that subscriber.

22. The OPERATOR shall preserve unedited data of the CAS and the SMS for at least two years.

23. If The CAS and SMS deployed by you are found to be non-compliant of Schedule IX during the testing within the timelines to be specified by TRAI, without prejudice to the terms and conditions of your license(s) or permission(s) or registration(s), or the Telecom Regulatory Authority of India Act, 1997 (24 of 1997) or rules or regulations or orders made, or directions issued, there-under, you will also be liable to financial disincentive as set out in The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) (Third Amendment) Regulations 2021 (1 of 2021)(" Third Amendment") subsequently KALAIGNAR TV may be directed by TRAI to disconnect the signals of its television channel after giving written notice of three weeks to you in case the default continues beyond sixty days from the due date as set out in Regulation 4A (2) of the Third Amendment.

II. <u>Other Obligations of Operator:</u>

1. STBs, Smart Cards, Systems and Procedures.

1.1 Operator represents and agrees that there are adequate systems, processes and controls in place regarding the distribution of STBs and Smart Cards so that they are only sold within the Authorized Area by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers residing in the Authorized Area and installations are made by Operator or its designees at an address in the Authorized Area. Adequate systems, processes and controls shall include, without limitation, Operator:

1.1.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and such Subscriber's STB and Smart Card including, without limitation, the particulars specified in paragraph 2.4;

1.1.2 requiring all residential Subscribers to submit a recent utility bill or bank statement as proof of address, including any residential Subscribers who have been previously de-authorized prior to re-authorization, or otherwise independently verify the address prior to activation of any STB and Smart Card;

1.1.3 investigating any multiple Smart Cards issued under one individual name or address (other than for mirror STB's), including visiting the premises of such individuals or addresses from time to time;

1.1.4 deputing officers to visit and verify the accuracy and veracity of details submitted by Subscribers, in the event Operator becomes aware of any alleged continuing/potential misuse and/or misrepresentation by the Subscribers;

1.1.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

1.1.6 requiring that for every change of address on the Operator system and therefore re- location of a STB, there is an independent physical verification of the new residential address; and

1.1.7 deauthorising any STB or Smart Card that is found outside of the Authorized Area or in the possession of a person who is not a bona fide Subscriber.

1.2 Operator agrees that all of its STBs and Smart Cards: (i) are sold and installed together as a pack only in the Authorized Area and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.2; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Channel(s) cannot be viewed if such Smart Card is removed and used with any other STB.

1.3 Operator agrees that all installations of STBs and Smart Cards are done directly by Operator or through its authorized dealers and only within the Authorized Area, and that the installer for every installation physically checks and ensures before installation and activation of a STB and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the STB and which is the same as detailed in the subscriber management

system ("SMS"). In accordance with paragraph 2.2.1,

1.4 The Operator agrees and undertakes that it shall not knowingly or negligently activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:

1.4.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the SMS;
1.4.2 outside of the Authorized Area; or
1.4.3 that of a cable head end or any other distributor of such Channel(s) to residential subscriber.

1.5 In order to ensure that the Smart Card is only activated for bone fide Subscribers, Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber and verified by Operator which matches with the address as supplied by the notified by Subscriber at the time of purchase of the STB and which is the same as detailed in the SMS.

1.6 The Operator agrees that its SMS allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under Paragraph 2.4.

1.7 The Operator shall ensure that OSD should support a minimum of 120 characters.

1.8 The Operator shall ensure that its watermark logo is inserted on all Channels.

1.9 The Operator shall submit & confirm the number of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end and analysis of TS stream from the MUX.

1.10 All Transport Streams (TS) from Multiplexers (MUX) should be encrypted for Authorized Areas. There should not be any remuxing on ground after feed has left from declared headends.

1.11 The Operator shall ensure that all LCOs' STBs will be paired with Unique System ID/ Bouquet ID, so that consumers in Authorized Area(s) can be identified. The current version of the CAS should not have any history of hacking. A certificate from the CAS Vendor, to this effect be submitted.

1.12 The SMS and CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CAS should be independently capable of generating log of all activation and deactivations.

1.13 The CAS vendor/manufacturer should be known to have capability of upgrading the CAS in case of hacking.

1.14 The Operator to provide the make & version of CAS installed at Headend.

1.15 CAS certificate to be provided by Operator as set out in Schedule F

1.16 All LCO's should be paired with unique system ID/ Franchisee ID, so as to identify their end customers / ultimate Subscribers.

1.17 The Operator to declare by undertaking the number of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Broadcasters by means of a fresh undertaking.

1.18 Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Operator. CAS vendor must to certify reconciliation of data.

1.19 No activation/ deactivation from direct CAS system, it must be routed via SMS client only.

1.20 Operator's should provide CAS vendor certified copies of active/inactivate channel wise/product wise report & Package/product report during audit period.

1.21 CA system should have the capability of providing history of all actions taken for at least previous 24 months.

1.22 The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.

1.23 Both CA & SMS systems should be of reputed vendors/suppliers and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.

1.24 The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.

1.25 The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.

1.26 The CAS and/or SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.

1.27 Operator agrees that it shall at its sole cost, be responsible for ensuring the Channel(s) is distributed via a digital, encrypted format signal receivable through its CA system only by its bona fide Subscribersto the Channel(s).

1.28 Forensic watermarking to be implemented on the Operator headend & STBs.

1.29 The STB must have secure chip set with mandatory pairing.

1.30 There should be a system in place to secure content between decryption & decompression within the STB.

1.31 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

1.32 The PVR enabled STBs must be such that any recorded content is capable of being replayed only with the use of that STB. Once the Subscriber is disconnected, the Subscriber will not be able to have access to any recorded content.

1.33 Types of STB launched/to be launched:

a. Vanilla STB
b. PVR STB
c. Others (please specify)

SCHEDULE H
ANTI PIRACY

Piracy, piracy reports and prevention

1.34 The Operator shall immediately notify Broadcaster if it ascertains or becomes aware that (hereinafter, each a "***Piracy Event***"):

1.34.1 Any Smart Card or STB is being located, supplied or sold outside the Authorized Area,

1.34.2 The Channel(s) is being viewed via a Smart Card or STB by a STB party that is not a residential Subscriber,

1.34.3 A Smart Card is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Authorized Area, or

1.34.4 A Smart Card and/or STB is being used by a cable operator to distribute the Channel(s).

1.35 If Broadcaster becomes aware of a Piracy Event then, at Broadcaster's request, Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

1.35.1 In the event Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all necessary assistance to Broadcaster to prevent or combat such Piracy Event.

1.35.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Broadcaster, where Broadcaster shall be one of the parties to such action, it shall notify Broadcaster in writing and seek Broadcaster's prior written consent. Where Broadcaster consents to Operator taking legal or other action on behalf of Broadcaster, Operator shall keep Broadcaster fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its Operators without the prior written consent of Broadcaster.

1.36 If Operator's Conditional Access is hacked or otherwise compromised, Operator agrees to change or upgrade, within 60 days of Operator becoming aware of such hacking, its CA and/or SMS to ensure that the Conditional Access cannot be hacked or compromised within the Authorized Area. If Operator does not make such change or upgrade within such period of time, Broadcaster shall have the right to suspend or terminate this Agreement in accordance with Clause 15. During such period, Operator shall implement a temporary fix to protect the Channel(s).

1.37 The Operator shall investigate and report to Broadcaster any incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a STB and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs or Smart Cards or other equipment that enable access to the Channels.

SCHEDULE I
Audit

The intent of the audit is to ensure:

• That Operator's systems are fully compliant with all regulatory requirements
• Revenue assurance of broadcaster and to ensure that true and correct subscriber reports are generated and submitted by the Operator.
• Compliance with contractual commitments as per interconnect agreement

The audit shall cover and include the following:
1. Headend Audit
2. CAS audit
3. SMS audit
4. Data integrity of CAS and SMS
5. STB audit
6. Distribution Network audit- Territory/areas covered
7. Anti-piracy measures
8. Broadcasters IRDs physical verification and their respective status
9. Interconnection Regulation
10. TS recording at various places
11. Validation of Ground Samples
12. Any other process, check or activity deemed fit by the TRAI empanelled Auditor.

The Parties acknowledge and agree that the scope of the Audit shall be modified and/or replaced / revised in the event TRAI notifies or recommends any changes in this regard during the Term of this Agreement. The Operator undertakes that the Operator shall always comply with the requirements stipulated by TRAI in respect of the Audit Manual

Scope and Scheduling of Audit:

Head End Audit OPERATOR should provide Complete information including Accurate Schematic Diagram of all their Head Ends (Back up/Mini, etc), Earth Stations, Systems and Processes for Audit and Auditing Purpose.

OPERATOR to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.

Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX

All TS from MUX should be encrypted for the territory.

OPERATOR to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.

Take inventory IRDs + VCs installed in each head-ends including their serial numbers. Make note of broadcaster IRDs + VCs available but not installed.

Check MUX configuration to validate number of Transport Streams ("TS") configured with SID, scrambling status of each SID and ECM and EMM configuration.

Take screenshot of all Transport Streams from MUX and compare with results of field TS recording.

Take information of QAMs installed and powered to identify streams available for local insertion by LCOs.

Use FTA cable box/ TS analyser to confirm whether all channels are encrypted

II. CAS Audit: OPERATOR to provide all below information correctly: Make & version of CAS installed at Head End.

CA system certificate to be provided by OPERATOR.

CAS version installed should not have any history of hacking, certificate from CAS vendor required.

CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.

CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.

STB's & cards to be uniquely paired from OPERATOR before distributing box down the line.

OPERATOR to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to KALAIGNAR TV by means of a fresh undertaking.

Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by OPERATOR. CAS vendor required to certified reconciliation of data.

No activation / deactivation from direct CAS system, it must be routed via SMS client only.

OPERATOR should provide CAS vendor certified copies of active/deactivate channel wise/product wise report &Bouquet/Subscriber Package/ product report during audit period.

CA system should have the capability of providing history of all actions taken for last 2 years.

III. SMS Audit: All product authorization must be from SMS only.

SMS and CAS should be fully integrated.

The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

Unique Customer Id

Subscription Contract number

Name of the subscriber

Billing Address

Installation Address

Landline telephone number

Mobile telephone number

Email id

A – la carte Channels or Bouquet / Subscriber Package subscribed to

Unique STB Number

Unique VC Number

The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

Location of each and every set top box VC unit

The SMS should be capable of giving the reporting at any desired time about:

The total no subscribers authorized

The total no of subscribers on the network

The total no of subscribers subscribing to a particular service at any particular date.

The details of channels opted by subscriber on A-la-carte basis.

The Bouquet / Subscriber Packagewise details of the channels in the Bouquet / Subscriber Package.

The Bouquet / Subscriber Package wise subscriber numbers.

The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package

The history of all the above mentioned data for the period of the last 2 years

1. Following parameters should be validated during the common audit of Headend, CAS & SMS

ii. Review Complete Network Diagram

iii. Undertaking from Operators for all SMS and CAS installed at Head end to identify Multiple CAS / SMS

iv. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances and servers installed. Also confirmation with respect to history of hacking to be provided by the CAS Vendor.

v. To check if OPERATOR specific coding / ID is available for Finger Printing

vi. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.

vii. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber

Unique Subscriber ID

Subscriber Contract Details – No, Term, Date, Name, Address & contact details

Hardware details

viii. Review the subscriber's activation/ de-activation history in the SMS system

ix. Validate if the SMS is integrated with CAS.
x. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
xi. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.
xii. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
xiii. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
xiv. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
xv. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to KALAIGNAR TV/ Aggregators.
xvi. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates,
xvii. Review of the following reports are supported by SMS and CAS.
a. Total no of Subscribers – active & de-active separately
b. De-active subscribers with ageing
c. Channel wise Subscribers - total
d. Channel wise Subscribers – split by Bouquet / Subscriber Package
e. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
f. Subscriber/Revenue Reports by State/City
g. No of Bouquets / Subscriber Package offered
h. List of Channels / rates of each Bouquet / Subscriber Package
i. Rate Card Options offered / Attached with active Subscribers
j. Historical data reports
k. Free / demo Subscribers details
l. Exception cases – active only in SMS or CAS

IV. STB Audit: All STB should be individually paired in advance with unique smart card at central warehouse of OPERATOR before handing down the line distribution.

OPERATOR to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).

OPERATOR should provide one set of all type/model of boxes for testing and monitoring purpo
se.

All STBs used by OPERATOR's should be certified by their CAS vendor.

ECM/EMM base Forced messaging and ticker mode should be available.

All the STBs should have Conditional Access.

The STB should be capable of doing Finger printing. The STB should support both Entitlement
Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.

The STB should be individually addressable from the Head end.

The messaging character length should be minimum of 120 characters.

There should be provision for the global messaging, group messaging and the individual STB
messaging.

The STB should have forced messaging capability.

The STB must be BIS compliant.

The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

Types of boxes launched / to be launched:

- Vanilla STB
- DVR STB
- Hybrid Box
- Others (please specify)

Please furnish STB details as following:

- Open Standards or Proprietary?
- Audio Video and Data I/O Configuration?
- Local Storage?
- Smarts Card?

- PVR Functionality?
- Tamper Resistance?
- I/O Copy Protection? Please provide the details.

I/O Interface to Other Devices?

Are the STB's interoperable?

DVR / PVR STB should be compliance of following;

Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.

Recorded content should be encrypted & not play on any other devices.

Content should get record along with entitlements and play out only if current entitlement of that channel is active.

User should not have access to install third party application/software.

Does the Set Top Box support any type of interactive middleware? Please describe.

V.Distribution Network Audit: OPERATOR should provide below information in detail:

Service area to be defined.

VI. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

The OVERT Finger Printing should not be removable by pressing any key from the remote.

The OVERT Finger printing should be on the top most layer of the video.

The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.

The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.

The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.

The Finger printing should be possible on global as well as on the individual STB basis.

The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the OPERATOR without any alteration with regard to the time, location, duration and frequency.

Covert finger printing should be available.

No common interface Customer Premises Equipment (CPE) to be used.

The STB should have a provision that OSD is never disabled.

VII. Commercial Audit*

1. Provide system generated Channel-wise and Bouquet / Subscriber Package-wise reports of channels for the platform in a non-editable format.
2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
   Customer acquisition
   Provisioning of the subscriber in authentication, billing and SMS system
   Bouquet / Subscriber Package change request process
   Customer Retention process, if any
   Deactivation and churn process
3. Understand/ verify the various Bouquets / Subscriber Package being offered to customers
   Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers
   Interactions with the Operator's marketing and sales team on how the various channels are being marketed
   Any special marketing schemes or promotions
   Details of the consumers subscribing to the various Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional subscribers
4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
   Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package
   Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:
   Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems).
   Analyse the computation of average subscribers.
   Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors.
6. Analysis of the following:
   Input and change controls of customer data into SMS.

SMS user access controls – authentication, authorization and logging.

Analyze system logs to identify any significant changes or trail of changes made.

Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.

Review the system logic for the reports which are inputs to Broadcaster declarations.

Channel allocation/fixation to a particular LCN/CDN.

Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.

Sample of activation and deactivation request logs.

Numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep).

Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties).

Live Demo of the queries being put in to the system to generate different reports.

List of CAS and SMS used by Operator in DAS area. Incase more than one CAS and SMS system is used by Operator, then understand and analyze how the markets are segregated, controlled, reported and invoiced.

Similarly, list of head-ends of the operator providing services from all head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple CAS being used by OPERATOR, to understand synchronization between multiple CAS and SMS.

VIII Basic Audit checks to be completed

"As on Date" Reconciliation of VC and STB from complete CAS and SMS for the date of Audit. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base

Reconciliation of VC and STB from complete CAS and SMS for the historical months over the audit period. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base

"Transaction log" Reconciliation of VC and STB numbers obtained from logs of complete CAS and Logs of SMS with the subscriber report provided to broadcaster for each month. Any discrepancy should be reported in Actual numbers as well as percentage of the total base.

Reconciliation of VC and STB from CAS and SMS for each channel for the date of Audit. Any discrepancy should be reported in Actual numbers as well as percentage of the total base

Reconciliation of VC and STB numbers for each channel obtained from Logs (Transactional logs as well as configuration logs) of complete CAS and SMS Logs with the Broadcasting report of each month. Any discrepancy should be reported in Actual numbers as well as percentage of the channel count reported.

Reconciliation of Channels configured for a package in SMS and channel configured for respective package/product in CAS. The report should provide numbers of channels not in CAS for the product which were present in SMS package and vice versa

A 3 way reconciliation on channel wise count of Broadcasting report, CAS and SMS should be done at count level for the day of Audit as well as historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.

Reconciliation of channels/IRD's which have been obtained by OPERATOR but not activated/subscribed by any customer. All such channels where IRD's are active but subscriber count is zero should be reported.

Reconciliation of LCN and Genre declared by broadcaster with the actual LCN and genre found during Audit. All mismatches of LCN and genres found during audit to be reported.

Report the channels found running in Unencrypted or analogue mode on the day of Audit

Auditor to compare the STB/VC field samples with VC and STB data extracted during the audit from CAS and SMS. All exceptions to be reported.

Auditor to compare TS recording data of OPERATOR's CAS systems provided by Broadcaster during period under audit and CAS declared by the OPERATOR. All exceptions to be reported in audit report.

Auditor to highlight critical data not provided by OPERATOR or the data which was not available or any other exclusion and limitations. Auditor to provide his assessment whether those exclusions and limitation limit ascertaining of true and correct subscriber count.

Auditor to highlight if any free access (to be defined) channels are available

Auditor to compare VC's from SMS and compare with the VC's on which payment has been received through prepaid system from the customer in last 6 months. Any cases where payment has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception

Auditor to compare VC's from SMS and compare with the VC's on which complaint has been received in last 6 months. Any cases where complaint has been logged has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception.

All cases to be reported after analyzing logs of MUX/Scramblers whenever there were signals running in unencrypted mode during the Audit period.

Auditors to report if TS was configured in such a way that local insertion of channel was not possible in an un-encrypted mode during Audit period and report the same.

IX Basic hygiene checks for Audit

OPERATOR to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors

OPERATOR to allow auditors to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)

OPERATOR to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis

All data from CAS and SMS server should be extracted by auditor in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS & SMS servers.

A screen shot of the Queries that are run should be part of the data stored with password protected\Data extraction queries scripts and explanation of terminology to be preserved and also provided to the broadcasters along with the audit report and data stored with password protected.

Auditor and Broadcaster representative should be physically present during the extraction of CAS & SMS data and should not leave the data extraction activity to CAS & SMS vendors.

The Audit report shall contain the information sought in Schedule 1 to Schedule 4 of this Schedule I.

All data to be extracted from backend using queries or verify the data obtained from SMS/CAS frontend by writing queries on the backend database after understanding the table structure:

i. As on date Active and De-active Subscriber count in the network
ii. As on date Active and De-active counts with STB/VC with location specific report
iii. As on date Active and De-active Channel and package wise subscriber count and a report containing details of such STB/VC
iv. Historical month-end active and de-active STB/VC wise subscriber counts and a report containing details of such STB/VC for the audit period
v. Historical month-end active and de-active package and channel-wise subscriber counts and a report containing details of such STB/VC for the audit period
vi. As on date channel composition of packages
vii. Channel composition of packages for historical period (audit period)
viii. Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp
ix. Inventory of all the VC/UA/Mac ID from the SMS server

Any other information, data or testing requirement deemed fit by the TRAI empanelled Auditor as per extant regulations.

Schedule - 1

Distributor Logo

Report title: Total No. of Registered STBs
Run Time:
Run Date:

Total no. of Registered STBs:

Active VC Count (1)	**Temporary suspended/Safe custody VC Count (2)**	**De-active VC count (3)**	**Blacklist VC count (4)**	**Total registered VC's (1+2+3+4)**
.	.		.	

Schedule -

Distributor Logo

Report title: Package wise VC Count
Run Time:
Run Date:

Package wise VC Count:

Sr No	Package/A-la-carte Name	Package/A-la-carte ID	Count on 7th	Count on 14th	Count on 21st	Count on 28th	Average Count
.	.		.				

Schedule -

Distributor Logo

Report title: Package wise Channels details
Run Time:
Run Date:

Package wise channel details:

Sr No	Package/Alacarte Name (SMS)	Package/A-la-carte ID (SMS)	CAS PIRD	Channel name	Broadcaster	FTA or PAID status
.	.		.			

Schedule - 4

Distributor Logo

Report title: VC wise package details
Run Time:
Run Date:

Package wise channel details:

Sr No	VC number	STB / MAC ID	Package/ A-la-carte Name (SMS)	Package /A-la-carte ID (SMS)	Fist VC activation date	Last suspension/ deactivation date	Last re-Activation date	Package start date	Package end date	VC Status
.			.		.					

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SCHEDULE J

HARDWARE FORM

This Hardware Form forms an integral part of Reference Interconnect Offer bearing agreement number

Customer Code : _____

Customer Name : _____

Location Code: _____

Installation Location Address:

Address : _____

City/Town/Village : _____ Pin code : _____

Taluka/Tehsil : _____ District : _____

State : _____

Channel wise serial number details of all IRDs, VC Nos and CAMs of the Services being subscribed by the Operator at the location:

Installation Type: _____

Sr. No	Select	Name of the Channel	IRD NO/PIRD No	VC NO	CAM NO
1	☐				
2	☐				
3	☐				
4	☐				
5	☐				
6	☐				
7	☐				
8	☐				
9	☐				
10	☐				
11	☐				
12	☐				
13	☐				
14	☐				
15	☐				
16	☐				
17	☐				
18	☐				
19	☐				
20	☐				
21	☐				
22	☐				
23	☐				

24	☐			
25	☐			
26	☐			
27	☐			
28	☐			
29	☐			
30	☐			
31	☐			
32	☐			
33	☐			
34	☐			
35	☐			
36	☐			
37	☐			
38	☐			
39	☐			
40	☐			
41	☐			
42	☐			
43	☐			
44	☐			
45	☐			
46	☐			
47	☐			
48	☐			
49	☐			
50	☐			
51	☐			

The Operator acknowledges the receipt/possession of the IRDs/PIRDs as detailed above and certifies them to be found in excellent working condition. The Operator further undertakes to provide Hardware Undertaking of KALAIGNAR TV as may be provided and amended by KALAIGNAR TV from time to time.

Capitalized terms unless otherwise defined herein shall bear the same meaning as ascribed to them under the Reference Interconnect Offer.

For _____

Name : _____

Designation: _____

*Date: February 1, 2023

For Kalaignar Tv Private Limited

Name:

Designation:

*Date: February 1, 2023

SCHEDULE K

A. SERVICE FORM 1

APPLICATION FORM FOR REQUEST OF SIGNALS OF KALAIGNAR TV CHANNELS BY Operator

(As per Clause 10 (4), (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the Operator: Skylink Networks
2. The names of Owners/Directors/Partners of the Operator: Mr Senthil Kumar
3. Registered Office address: 28/8, Thudiyalur Main Road, KCT Tech Park Opp. Saravanampatti, Coimbatore, Tamil Nadu - 641035
4. Address for communication: B6 ,II Floor,Vue Grande, 339 Chinnaswamy Road, New Siddha Pudhur,Coimbatore-641044
5.
6. Name of the contact person/ Authorized Representative: Mr Senthil Kumar

6. Telephone: _____, Mobile: 9944399449

7. Email address: senthil@skylink.net.in

8. Copy of certificate of registration/ permission/ license (Copy Attached): (Yes / NO) Yes

9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the Operator to be attached along with this Application Form.

10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:

    As per the details provided in Annexure 1

11. Area wise present subscriber base of the Operator: **As per the details provided in Annexure 2**

12. List of channels and bouquets for which signals of television channels are requested: **As per the details provided in Annexure 3**

13. Goods & Services Tax registration number: 33CCJPS4784G2Z5

14. PAN No. (Attach a copy): CCJPS4784G

15. Are the CAS/ SMS in compliance with the regulations: YES / NO : YES

16. Copy of the report of the Auditor in compliance of the Schedule III and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, if available (Copy Attached): YES / NO - YES

(Stamp & Signature)

Name:

Designation: MD
Date and Place: 15-May-2024
Coimbatore

DECLARATION

I Senthil Kumar K s/o, d/o Kuppusamy ,
(Owner/Proprietor/Partner /Director/ Authorized Signatory), of (Name of the Operator), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III and Schedule IX of the Interconnection Regulations. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

(Stamp & Signature)
Name:
Designation:
Date and Place:

MANDATORY SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM SEEKING SIGNALS OF KALAIGNAR TV CHANNELS:

i. PAN Card;
ii. Goods & Services Tax Registration Certificate;
iii. Tax Deduction Account Number (TAN)
iv. Certificate / Registration issued to the Operator by the Ministry of Information and Broadcasting (MIB) to operate in DAS area under Rule 11C/11E of the Cable Television Networks Rules 1994 (as amended) and other approvals from the relevant Governmental Authority along with all relevant supporting documents, including licenses;
v. Copy of the resolution passed by the board of directors of the Operator or an authority letter from the Operator authorizing_ to execute the Interconnection Agreement on behalf of the Operator;
vi. CAS declaration from the conditional access vendor in the format set out at **Schedule F.**
vii. SMS declaration from the SMS vendor in the format set out at **Schedule F.**

Annexure 1 to Service Form 1

Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas

Sr. No	Details of Area where the Platform is desirous of operating	Name of Corresponding State / UTs to the Area	Head-end from which the signals of KALAIGNAR TV Channels shall be distributed in such Area

Annexure 2 to Service Form 1

Area wise present subscriber base of the Platform operator

Sr. No	Details of Area where the Platform operator is desirous of operating	Name of Corresponding State / UTs to the Area	Present Subscriber Base

Annexure 3 to Service Form 1

I. List of Kalaignar Tv Channels offered on A-la-Carte basis for which signals are requested

We are desirous of availing the signals of the following Kalaignar Tv Channels are marked as yes in the table below on A- la-Carte basis:

S. No.	Name of Channel	Genre	Language	A-la-carte Channel Code	**Status/Check box	*ORP
1	Kalaignar Tv	General Entertainment	Tamil	KGR001		
2	Kalaignar Isaiaruvi	Music	Tamil	KGR002	☐	
3	Kalaignar Siripolli	General Entertainment	Tamil	KGR003	☐	
4	Kalaignar Murasu	Movie	Tamil	KGR004	☐ ☐	
5	Kalaignar Seithigal	News	Tamil	KGR005	☐	

Total Count of Kalaignar Tv Group Channels to be availed on A-la-Carte Basis	

II. List of Bouquets of Pay KALAIGNAR TV Channels

We are desirous of availing the following Bouquet of Pay KALAIGNAR TV Channels marked as yes in the table below:

Sr. No.	Select / Checkbox	Bouquet Name	Kalaignar Tv Bouquet Code

ANNEXURE 4 to Service Form 1
INCENTIVE SCHEME(s) ON PAY KALAIGNAR TV CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: Yes NO ☐

1. KALAIGNAR TV is offering the following incentives on the MRP of Pay KALAIGNAR TV Channels set out in this **Schedule C**
subject to OPERATOR fulfilling the conditions set out herein

2. **Incentives offered by KALAIGNAR TV on Pay KALAIGNAR TV Channels:**

   I. Channel Penetration Incentive
   II. Identified Channel Penetration Incentive
   III. Subscriber Audit Incentive
   IV. Special Incentive

3. **Incentive Eligibility Parameters for Incentive on MRP of pay KALAIGNAR TV Channels**

   a) Meeting the LCN Requirements
   b) Compliance with all applicable terms and conditions under this Agreement and the **2022 Amendment Regulations**.
   c) **Reports:** In order to be eligible for any of aforementioned Incentives offered by KALAIGNAR TV, the OPERATOR shall provide KALAIGNAR TV, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in Schedule **E** to this Agreement.
   d) **Subscriber Records, Access and Audit:** KALAIGNAR TV (through empaneled auditors) shall during the Audit referred to in **Clause 14** of this Agreement, be entitled to access the Records, SMS, CAS and related systems of the OPERATOR in order to determine the correctness of various reports referred to in this **Schedule E**.
   e) It is clarified that "Channel Penetration Incentive", "Identified Channel Penetration Incentive", "Subscriber Audit Incentive" and "Special Incentive" can be availed separately upon achievement of respective Incentive Eligibility Parameters.

4. **LCN Requirements:**

4.1 Condition Precedent for availing any of the Incentives under this Agreement: To be entitled for Channel Penetration Incentives and/or, Identified Channel Penetration Incentives and/or Subscriber Audit Incentives and/or Special Incentive, the meeting the LCN rank as set out below, shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.

4.2 LCN Penetration Qualifying Parameters: The Operator shall be entitled to any/all Incentives subject to OPERATOR fulfilling the LCN requirements as per LCN Slabs set out hereinbelow, and meeting the eligibility parameters, including the LCN Penetration Qualifying Parameters set out in this Schedule C.

4.3 LCN Slabs: LCN Slabs i.e. logical channel number ("LCN") slabs shall be based on the OPERATOR maintaining the LCN rank as per the LCN Slabs on OPERATOR's Platform, in OPERATOR's electronic program guide (EPG) system, for the Term for any/all of the KALAIGNAR TV Channels, within specified genre and language (as listed in **Table A** below). LCN rank would be measured against the Competing Channels tabulated against each of the KALAIGNAR TV Channel listed below in Table A.

For the purpose of this Agreement, Competing Channel for each of KALAIGNAR TV Channel shall mean the channelsof competing Broadcasters as listed against the concerned Channel in Table A

hereinbelow.

TABLE – A

Genre and Logical Channel Number (LCN) Slabs

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
1	Kalaignar Tv	General Entertainment (Tamil)	Sun TV, Star Vijay, Zee Tamil and similar channels	1 to 4	5 to 6
2	Kalaignar Isaiaruvi	Music (Tamil)	Sun Music, Jaya Max, and similar channels	1 to 6	7 to 8
3	Kalaignar Siripolli	General Entertainment (Tamil)	Sun TV, Star Vijay, Zee Tamil and similar channels	1 to 8	9 to 12
4	Kalaignar Murasu	Movies (Tamil)	K TV, Vijay Super, Zee Thirai and similar channels	1 to 10	11 to 14
5	Kalaignar Seithigal	News (Tamil)	Polimer News, Sun News, Puthiyathalaimurai, Thanthi TV,News 18 Tamilnadu , News Tamil 24x7 and Similar channels	1 to 3	4 to 5

4.4 OPERATOR has to place all Pay KALAIGNAR TV Channels that have been availed by the OPERATOR under this Agreement in Slab 1 in order to achieve "Slab 1 Eligibility". In case, the OPERATOR places one or more Pay KALAIGNAR TV Channel(s) in Slab 2, then the OPERATOR will qualify for "Slab 2 Eligibility".

4.5 If any one or more Pay KALAIGNAR TV Channels neither placed in Slab 1 nor in Slab 2, OPERATOR shall not be eligible for any Incentive including Channel Penetration Incentives, Identified Channel Penetration Incentives, Subscriber Audit Incentives and Special Incentive.

4.6 For the purpose of determining the applicable LCN Slabs for each of the Pay KALAIGNAR TV Channel, for the purposeof this **Schedule C** for Channels, all Local Channels and/or Platform Services of the OPERATOR will be considered along with various broadcast channels.

4.7 In the event a Channel has different LCN ranks across OPERATOR's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.

4.8 In the event that the OPERATOR, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay KALAIGNAR TV Channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the OPERATOR will not be eligible under the "LCN Slab Eligibility" for that particular month and the OPERATOR

will not receive any of the Incentives for any of the Pay Channels availed by OPERATOR

under this Agreement for that particular month.

4.9 OPERATOR shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

Table – B

LCN Incentive Slabs

Particular	Percentage Incentive	
	Slab 1 Eligibility	**Slab 2 Eligibility**
Maximum incentives for Channel Penetration	5%	3%
Maximum incentives for Identified Channel Penetration	7%	4%
Maximum incentives for Subscriber Audit under Section 15(2)	2%	2%
Maximum incentives for Special Incentive	1%	1%
Total Maximum Incentives	**15%**	**10%**

5. Channel Penetration Incentive:

5.1 Subject to the OPERATOR complying with the eligibility parameters set out herein,, the OPERATOR shall be eligible for Channel Penetration Incentive based on percentage penetration of a subscribed Channel achieved by OPERATOR in its respective Target Market (as tabulated below). Channel Penetration shall be calculated as a percentage of the said Channel's "Total Active Subscriber base of the OPERATOR" as mentioned in **Table C, Table D** and **Table E** herein below.

5.2 For sake of clarity, Percentage Penetration of respective Channel will be calculated by dividing "Active subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the OPERATOR".

5.3 In case of the said KALAIGNAR TV Channel(s) has a Standard-Definition variant and corresponding High-Definition variant then, for the Standard-Definition Channel, "Active subscriber base of the Channel" mean total active subscribers of the Standard-Definition variant of the channel and the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to only Standard-Definition channel(s). and in case the said KALAIGNAR TV Channel(s) is a High-Definition Channel, the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to at least one High-Definition channel.

5.4 In case of the said KALAIGNAR TV Channel(s) has only a Standard-Definition variant then, the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who havesubscribed to Standard-Definition channel(s) as well as High-Definition channel(s).

5.5 In case of the said KALAIGNAR TV Channel(s) has only a High-Definition variant then, the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribedto one or more High-Definition channel(s).

5.6 In case of Kalaignar Tv Thirai and Kalaignar Tv Picchar, the "Total Active Subscriber base of the OPERATOR" shall meantotal active subscribers of the OPERATOR who have subscribed to Standard-Definition channel(s) as well as High-Definition channel(s).

5.7 Once the Channel Penetration is calculated, the Channel Penetration Incentive shall be paid basis the Penetration Achievement of a KALAIGNAR TV Channel as against the prescribed Penetration Threshold for that Channel in the Target Market tabulated below by the OPERATOR and the applicable Slab eligibility under the Channel Penetration Incentive Slabs set out below.

Table – C

Channel Penetration Incentive Slabs

Penetration Achievement	% Incentive (Slab 1 Eligibility)	% Incentive (Slab 2 Eligibility)
As per channel wise penetration requirement as mentioned in Table D below	5.0%	3.0%
5 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	3.0%	1.5%
10 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	1.5%	0.5%

P.p. means absolute percentage point.

"Low Penetration Requirement Channels" include channels for which penetration requirement is less than 40%.

Table – D (1)

Target Market wise Penetration Thresholds for "Standard Definition" Pay KALAIGNAR TV Channels which are part of Hindi Family Packs, All-in-One Packs and English Prime Packs

Channel	Tamil Nadu	Kerala	Karnataka	Andhra Pradesh	Telengana	Pondicherry	Maharashtra/Goa	West Bengal	Odisha	Gujarath	Rest of NESA	Punjab/Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Kalaignar TV	95%	95%	95%	95%	95%	95%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
Kalaignar Isaiaruvi	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Kalaignar Siripolli	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Kalaignar Murasu	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Kalaignar	80	80	80	80	80	80	80	55	65	70	70	80	80	80	80	80	80	80

Seithigal	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

NOTE:

"Rest of NESA" market includes Arunachal Pradesh, Nagaland, Manipur, Mizoram, Meghalaya, Tripura. Penetration Threshold requirement for Dadra & Nagar Haveli and Daman & Diu will be as per Gujarat. Penetration Threshold for Sikkim will be as per West Bengal, Penetration Threshold for Lakshadweep will be as per Kerala. Penetration Threshold for Andaman & Nicobar islands will be as per Hindi Speaking states like Madhya Pradesh or Gujarat or Rajasthan.

For other KALAIGNAR TV Channel(s) for which the required Penetration Threshold is not mentioned in Table D(1), Table D(2), Table D(3) and Table D(4) above, the OPERATOR shall be eligible for maximum Channel Penetration Incentive as per LCN "Slab Eligibility" in Table C above.

For clarification, in Gujarat, if the Penetration Achievement of Kalaignar Tv TV reaches 40% in a-la-carte and 45% as part of a bouquet, then the OPERATOR would be eligible to get the above-mentioned Penetration Incentive, as the Penetration Achievement of Kalaignar Tv TV would be equal to Penetration Threshold i.e. 85%. In such case, the Penetration Incentive will be calculated in proportion to the channel's revenue on a-la- carte basis as well as in a bouquet, i.e. on the maximum retail price and the 'effective price' of the channel, respectively

6. <u>Identified Channel Penetration Incentive</u>:

6.1 Subject to the OPERATOR complying with the eligibility parameters set out in this Schedule, the OPERATOR shall be eligible for Identified Channel Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table E(2) below.

6.2 If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table E(2), then the OPERATOR will be eligible for Identified Channel Penetration Incentive on all KALAIGNAR TV channels in that Target Market as set out in Table E(1) depending on the "Identified Channel Penetration Criteria" and "Slab Eligibility" as per Clause 4 of this Schedule C above.

6.3 If any one or more of Identified Channel(s) does not achieve required penetration in respective Target Market as per Criteria A but achieves penetration as per Criteria B, then Identified Channel Penetration Incentive will be calculated as per Criteria B as mentioned in Table E(1) below for all KALAIGNAR TV channels.

6.4 Further, if any one or more of Identified Channel(s) achieves penetration in respective Target Market neither as per Criteria A nor as per Criteria B, then OPERATOR shall not be eligible for any Identified Channel Penetration Incentive in that Target Market for all KALAIGNAR TV channels.

6.5 For sake of clarity, percentage penetration of respective Identified Channel will be calculated as set out in Clause 5 of this Schedule C above.

6.6 Once each of the Identified Channel's Penetration is calculated, and corresponding "Identified Channel Penetration Criteria" is achieved, then the Identified Channel Penetration Incentive shall be calculated basis the applicable LCN Slab eligibility under the Identified Channel Penetration Incentive Slabs set out below.

6.7 In case the OPERATOR fails to achieve required penetration threshold for even a single Identified Channel as set out in Table E(2) below, the OPERATOR shall not be eligible for any "Identified Channel Penetration Incentive".

6.8 It is further clarified that in the event the OPERATOR is unable to achieve the Penetration for even a single Identified Channel as per the Penetration Threshold in Table E(2) and the Slab Eligibility under the Penetration slab, the OPERATOR shall still be eligible for the Channel Penetration Incentive in which case, the penetration percentage shall be computed for that particular Channel in the manner set out in Channel Penetration Incentive in Table C above.

6.9 For Example, in the state of Gujarat, Kalaignar Tv TV, &TV, Kalaignar Tv Cinema and &pictures are the "Identified Channels". If each of these four channels achieve penetration of 75% or more in Gujarat, the OPERATOR will be eligible for "Identified Channel Penetration Criteria A". In this example, let us assume that OPERATOR has placed all KALAIGNAR TV channels as per LCN Slab 1 so that the OPERATOR has achieved "Slab 1 Eligibility". As the OPERATOR has achieved "Identified Channel Penetration Criteria A" and "Slab 1 Eligibility", then as per Table E(1), the OPERATOR will be eligible for 7% Identified Channel Penetration Incentive for Gujarat. Identified Channel Penetration shall be calculated as a percentage penetration of each Identified Channel over "Total Active Subscriber base of the OPERATOR".

Table E(1)

Identified Channel Penetration Incentive

Identified Channel Penetration Incentive	**Slab 1 Eligibility**	**Slab 2 Eligibility**
Identified Channel Penetration Criteria A	7.0%	4.0%
Identified Channel Penetration Criteria B	3.5%	2.0%

Table E(2)

Target Market wise Penetration Thresholds for Identified Channels

Market	**Standard Definition Identified Channels**	
	Each of Identified Channels Penetration Criteria A	**Each of Identified Channels Penetration Criteria B**
Tamil Nadu , Karnataka, Andhra Pradesh, Telangana, , Pondicherry, Kerala, Lakshadweep Gujarat, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar, Maharashtra, Goa	75%	65%

Table E(3)

Target Market wise List of Identified Channels

for ascertaining Total Identified Channel Penetration achievement

Market		List of Identified Channels in SD
Tamil Nadu , Karnataka, Andhra Pradesh, Telangana, , Pondicherry, Kerala, Lakshadweep Gujarat, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar, Maharashtra, Goa	Kalaignar Tv, Kalaignar Isaiaruvi, Kalaignar Siripolli, Kalaignar Murasu,Kalaignar Seithigal	

7. **Subscriber Audit Incentive**:

7.1 Subject to the OPERATOR complying with the eligibility parameters set out herein, OPERATOR shall be eligible for Subscriber Audit Incentives if the OPERATOR enables and ensures that the Broadcaster caused Audit as per regulation 15(2) of the Interconnection Regulations is successfully completed as per "Audit Date" defined below as per **Table F** below:

Table F

Subscriber Audit Incentive under Section 15(2) Slab

Audit Date in terms of Section 15(2)	Percentage Incentive	Audit Incentive Slab
Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	2.0%	Audit Incentive Slab "A"
Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.0%	Audit Incentive Slab "B"

7.2 All timelines are as per calendar year. The actual Audit commencement date shall be considered as "Audit Date" if total active subscriber base is less than 5 lakh. If total active subscriber base is greater than 5 lakhs then the date of Audit report submission of the audit causes under Regulation 15(2) of the Interconnection Regulations shall be considered as "Audit date"

7.3 For the purpose of eligibility of the Subscriber Audit Incentive, it shall be mandatory that the Audit under Regulation 15(2) of the Interconnection Regulations is successfully completed i.e. where Audit report is published by the Auditor and shared with the KALAIGNAR TV by the Audit Date, is eligible for incentives.

7.4 Audit shall be conducted in accordance with the applicable TRAI Regulations, as may be amended from time to time and as per the scope of audit set out in this Agreement by TRAI empaneled Auditor. It is further clarified that the said Audit will be conducted independent of the incentive structure and the same shall have no bearing and/or impact and/or influence on the Audit process and Audit period.

7.5 For the calendar year 2023: If last conducted and concluded Audit in terms of Regulation 15(2) of the Interconnection Regulations has been completed in a period 9 months immediately preceding the date of implementation of NTO 2.1, then the OPERATOR shall be eligible for Subscriber Audit Incentive as per "Audit Incentive Slab A" irrespective of the the Audit Date subject to the condition that the gap in "audit date" of 2 consecutive Audits shall not be more than 12 months.

If last conducted and concluded Audit in terms of Regulation 15(2) of the Interconnection Regulations has not been completed during the time period of 9 months immediately preceding the date of implementation of NTO 2.1 thenAudit Incentive Slab "A" shall be applicable for Audits if "Audit date" of "Successfully completed Audit" is within 6 months from the start of NTO 2.1 in CY 2023

Audit Incentive Slab "B" shall be applicable for Audits if "Audit date" of "Successfully completed Audit" is after 6 months from the start of NTO 2.1 in CY 2023

subject to the condition that the gap in "audit date" of 2 consecutive Audits shall not be more than 12 months

7.6 Calendar year 2024 onwards, If "Audit date" of previous "Successfully completed Audit" is within 12 months from the "Audit date" in the NTO 2.1, then Audit Incentive Slab "A" shall be applicable irrespective of the "Audit date"

If "Audit date" of previous "Successfully completed Audit" is <u>not</u> within 12 months from the "Audit date" in the NTO 2.1 , then Incentive as per Table F shall be Applicable.

8. <u>Special Incentive</u>:

8.1 Subject to OPERATOR meeting eligibility parameters for availing any Incentive as set out herein, the OPERATOR shall be eligible for Special Incentive based on data shared with KALAIGNAR TV with respect to subscriber base of OPERATOR as detailed herein. The OPERATOR shall be eligible for a Special incentive of **1%** if the OPERATOR provides information as mentioned below in the format set out in **Table No's 4 to 8** of **Schedule E** to this Agreement.

8.2 Special Incentive for any month will be applicable if the following information (by state / district / city) is provided to KALAIGNAR TV for that particular month:

a) Total De-active Subscriber base of OPERATOR (Split by SD & HD)

b) Total Active Subscriber base of the OPERATOR subscribing to any FTA and Pay channel(s) (Split by SD & HD)

c) Total Active Subscriber base of the OPERATOR subscribing to only FTA channels.

d) Total Active Subscriber base subscribing to any of KALAIGNAR TV Channels (Split by SD & HD)

e) Total Active Subscriber base of the OPERATOR split by Operator packages.

9. KALAIGNAR TV reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, KALAIGNAR TV at sole discretion amend the Incentive Scheme in the event, during the Term, (i) KALAIGNAR TV launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Schedule and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by KALAIGNAR TV and/ or its current or future subsidiaries, and in such an event KALAIGNAR TV shall have the right to withdraw and/ or modify this Scheduleand/ or the Incentives set out herein in its sole discretion.

10. <u>Illustration for Incentive for channels selected on a-la-carte and Bouquet basis:</u>

This illustration pertains to an OPERATOR which has Total Active Subscriber Base of 1,00,000 subscribers spread across 3 states of Maharashtra/Goa, Gujarat and Karnataka. For the sake of illustration, it is assumed that the OPERATOR has selected few KALAIGNAR TV Bouquets and few KALAIGNAR TV Channels on a-la-carte basis and has reported subscribers base and LCN ranks as mentioned Table 1, Table 2 and Table 3 below. The total subscriber base for each of the subscribed Channel in the state is calculated basis summation of subscribersof the respective Channel from all KALAIGNAR TV Bouquets and from a-la-carte basis for the said channel.

Below is the summary of various scenarios under which the OPERATOR is eligible to get respective incentives.

Incentive Type	**Grades**	**All Kalaignar Tv Channel in LCN Slab 1**	**Any 1 Kalaignar Tv Channel in LCN Slab 2**
Channel Penetration	Required Penetration (e.g. Kalaignar Tv >= 85%)	**5.00%**	**3.00 %**
	5 p.p. Less Penetration (e.g. Kalaignar >= 80% and <85%)	3.00%	1.50 %
	10 p.p. Less Penetration (e.g. Kalaignar >= 75% and <80%)	1.50%	0.50 %

Incentive Type	**Grades**	**All Kalaignar Tv Channel in LCN Slab 1**	**Any 1 Kalaignar Tv Channel in LCN Slab 2**
Identified Channel Penetration	Required Penetration (e.g. 75%)	**7.00%**	**4.00 %**
	10 p.p. Less Penetration (e.g. 65%)	3.50%	2.00 %
Subscriber Audit Under section 15(2)	Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	**2.00%**	**2.00 %**
	Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.00%	1.00 %
Special Incentive	Data provided as per requirement	**1.00%**	**1.00%**
Total Maximum Incentive		**15.00%**	**10.00%**

For the sake of illustration, we are assuming that the OPERATOR has submitted reports as per formats as mentioned in Schedule E. Below is the snapshot of various reports submitted by OPERATOR.

1. State-wise Total Active Subscriber Base of OPERATOR
2. State-wise Monthly Subscription for bouquet of pay KALAIGNAR TV Channel and/or a-la-carte Channel
3. LCN Report for Pay KALAIGNAR TV Channel

Table 1

Total Active Subscriber Base of OPERATOR

S. N.	**State**	**Type of Subscriber (SD / HD)**	**Number of subscribers of the channel on 7th day of the month**	**Number of subscribers of the channel on 14th day of the month**	**Number of subscribers of the channel on 21st day of the month**	**Number of subscribers of the channel on 28th day of the month**	**Monthly Average Active Subscriber of the OPERATOR in State**
A	B	C	D	E	F	G	H = (D+E+F+G) / 4
1	Tamilnadu	SD	48,200	49,100	50,900	51,800	50,000

Table 2

Monthly Subscription for bouquet of pay KALAIGNAR TV Channel and/or a-la-carte Channel

S r. N o.	Name of Bouquet / KALAIGNAR TV Channel	State	Bouquet / A-la-carte Code	OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of subscribers of the channel on 7th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly Average Active Subscriber Level of the KALAIGNAR TV Channel
A	B	C	D	E	F	G	H	I	J = (F+G+H+I)/4
1	Kalaignar Tamil Bouquet	Tamil nadu	****	****	41,750	38,950	40,700	38,600	40,000
2	Kalaignar TV	Tamil nadu	****	****	4,150	3,910	4,060	3,880	4,000
3	Kalaignar Isaiaruvi	Tamil nadu	****	****	2,050	1,970	2,020	1,960	2,000
4	Kalaignar Siripolli	Tamil nadu	****	****	2,400	1,900	1,800	1,900	2,000
5	Kalaignar Murasu	Tamil nadu	****	****	2,575	2,455	2,530	2,440	2,500
6	Kalaignar Seithigal	Tamil nadu	****	****	3,625	3,425	3,550	3,400	3,500

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Table 3

LCN Report for Pay KALAIGNAR TV Channels

Sr. No.	Name of Channel	Kalaignar Tv A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank
1	Kalaignar TV	****	General Entertainment	Tamil	***	1
2	Kalaignar Isaiaruvi	****	Music	Tamil	***	5
3	Kalaignar Siripolli	****	General Entertainment	Tamil	***	10
4	Kalaignar Murasu	****	Movies	Tamil	***	3
5	Kalaignar Seithigal	****	News	Tamil	***	6

Detailed Incentive Conditions Calculation:

LCN Slab Achievement for subscribed Pay KALAIGNAR TV channels as per LCN Report submitted by OPERATOR as per Table 3 above	Slab 1

Basis the LCN Slab achievement, the OPERATOR will be eligible for rest of the incentives as per table below:

Particular	Percentage Incentive		
	All Pay Kalaignar Tv Group Channels placed asper Slab 1	**Any one or more Pay Kalaignar Tv Group Channels placed asper Slab 2**	**Any one or more Pay Kalaignar Tv Group Channels placedbeyond Slab 2**
Maximum percentage incentives for Channel Penetration	5%	3%	0%
Maximum percentage incentives for Bouquet Penetration	7%	4%	0%

Particular	Percentage Incentive		
	All Pay Kalaignar Tv Group Channels placed asper Slab 1	Any one or more Pay Kalaignar Tv Group Channels placed asper Slab 2	Any one or more Pay Kalaignar Tv Group Channels placedbeyond Slab 2
Maximum percentage incentives for Subscriber Audit under Section 15(2)	2%	2%	0%
Maximum percentage incentives for Special Incentive	1%	1%	0%
Total Maximum Percentage Incentives	**15%**	**10%**	**0%**
LCN Slab Achievement	**Yes**	**-**	**-**

Table 4

Calculation of Channel wise penetration through A-la-carte and Bouquets

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Kalaignar Tamil Bouquet SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
A	B	C	D	E	J = D+E+F+G+H+I	K	L=J/K
1	Kalaignar Tv	Tamil nadu	3500	6000	9500	10,000	95%
2	Kalaignar Isaiaruvi	Tamil nadu	3300	6000	9300	10,000	93%
3	Kalaignar Siripolli	Tamil nadu	3300	6000	9300	10,000	93%

4	Kalaignar Murasu	Tamil nadu	3500	6000	9500	10,000	95%
5	Kalaignar Seithigal	Tamil nadu	3900	6000	9900	10,000	99%

Table 5

Calculation of Channel Penetration Incentive

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Schedule E	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
A	B	C	D	E	F
1	Kalaignar Tv	Tamilnadu	80.0%	95%	5.0%
2	Kalaignar Isaiaruvi	Tamilnadu	75.0%	93%	5.0%
3	Kalaignar Siripolli	Tamilnadu	75.0%	93%	5.0%
4	Kalaignar Murasu	Tamilnadu	75.0%	95%	5.0%
5	Kalaignar Seithigal	Tamilnadu	75.0%	99%	5.0%

Table 6

Calculation of Identified Channel Penetration Incentive

Sr. No.	Market	Identified Channel	Penetration Achievement	Identified Channel Penetration Criteria Achievement	Identified Channel Penetration Incentive Achievement
A	B	C	D	E	F
1	Tamil Nadu	Kalaignar Tv	95%	Identified channel Penetration Criteria A	7.00%
		Kalaignar Isaiaruvi	93%		
		Kalaignar Siripolli	93%		
		Kalaignar Murasu	95%		
		Kalaignar Seithigal	99%		

Table 7

Subscriber Audit Incentive and Special Incentive

Sr. No.	Incentive Type	Criteria for meeting condition	Achievement	Applicable Incentive
1	Subscriber Audit	Subscriber Audit done under Section 15(2)	H1	2%
2	Special Incentive	Data provided by Operator as per requirement?	Yes	1%

Basis the information submitted in above reports and penetration achievement, the OPERATOR will be eligible for below Incentive percentage.

Incentive Type	Achieved Incentive% in Tamilnadu
Achieved percentage incentives for Channel Penetration	5%
Achieved percentage incentives for Identified Channel Penetration	7%
Achieved percentage incentives for Subscriber Audit under Section 15(2)	2%
Achieved percentage incentives for Special Incentive	1%
Total Percentage Incentives Achieved	**15%**

Table 8

Calculation of Incentive Amount

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel for Incentive Calculation	Total Incentive Amount (Rs.)
A	B	C	D	E	F	G	H	I=F*H * E
1	A-la-carte	Kalaignar Tv	Tamil nadu	15.0%	300	12.00	12.00	540
2	A-la-carte	Kalaignar Isaiaruvi	Tamil nadu	15.0%	-	4.00	4.00	-
3	A-la-carte	Kalaignar Siripolli	Tamil nadu	15.0%	-	8.00	8.00	-
4	A-la-carte	Kalaignar Murasu	Tamil nadu	15.0%	1,800	12.00	12.00	5,130
5	A-la-carte	Kalaignar Seithigal	Tamil nadu	15.0%	-	1.00	1.00	-
6	Kalaignar Tamil Bouquet	Kalaignar Tv	Tamil nadu	15.0%	600	12.00	7.20	648
7	Kalaignar Tamil Bouquet	Kalaignar Isaiaruvi	Tamil nadu	15.0%	600	4.00	2.40	216
8	Kalaignar Tamil Bouquet	Kalaignar Siripolli	Tamil nadu	15.0%	600	8.00	4.80	432
9	Kalaignar Tamil Bouquet	Kalaignar Murasu	Tamil nadu	15.0%	600	12.00	7.20	648

10	Kalaignar Tamil Bouquet	Kalaignar Seithigal	Tamil nadu	15.0%	600	1.00	0.60	54
							Total	**7,668**

B. SERVICE FORM 2

AMENDMENT AGREEMENT FOR MODIFICATION OF SUBSCRIBED KALAIGNAR TV CHANNELS AND/OR KALAIGNAR TVBOUQUETS

This Amendment Agreement ("**Amendment Agreement**") for modification of subscribed KALAIGNAR TV Channels and/or Kalaignar Tv Bouquets is made on this day of 20 , by and between:

KALAIGNAR TV PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): U92100TN2007PTC063806 and having its registered office at "Anna Arivalayam" 367,369, Anna Salai Teynampet Chennai-600018 (hereinafter referred to as "**KALAIGNAR TV**" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

MSO/ DTH Operator/ HITS Operator/IPTV Operator (M/s):

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Legal Status:	Company	Partnership Firm	Proprietorship Firm	Individual	HUF	LLP	AOP

Trust

(hereinafter referred to as the "**Operator**") which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("**HUF**")) of the OTHER PART. Name of Authorized Signatory (Mr./Ms.):

CORRESPONDENCE ADDRESS:

Landmark:
Village:
City/Taluka:
District:
Pin:
State:
Tel. No - STD Code:_____ No.:_____
Mobile No. _____
Fax No - STD Code:_____ No.:_____
E mail ID: _____
Contact Person: _____
Designation of Contact Person: _____

KALAIGNAR TV and Operator are hereinafter individually and collectively referred to as "**Party**" and "**Parties**" respectively.

WHEREAS, the OPERATOR has entered into an Interconnection Agreement bearing no. dated along with any executed amendment agreements (if any) ("**Interconnection Agreement")** whereby the Operator is granted the non-exclusive right by KALAIGNAR TV to distribute the subscribed KALAIGNAR TV Channels as set out therein,

to its Subscribers in the Authorized Area for a period commencing on _____ and ending on ("**Term**");

WHEREAS, the Operator now intends to modify KALAIGNAR TV Channels on A-la-carte basis and/or Kalaignar Tv Bouquets and/or avail Incentives with effect from (hereinafter **"Effective Date")** under the Interconnection Agreementfor the Term. Accordingly, the Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by Operator to modify KALAIGNAR TV Channel(s) and/or Kalaignar Tv Bouquets and/or to avail Incentive in accordance with the terms and condition set out hereinafter. The Parties agree that the modification to the subscribed KALAIGNAR TV Channel(s) and/or Kalaignar Tv Bouquet(s) and/or subscribe to New Channel(s) and or New Bouquet(s) and/or for availing Incentive shall be given effect from the Effective Date of this Amendment Agreement.

KALAIGNAR TV and the Operator are each referred to herein as a "Party" and collectively as the "Parties".

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. Subscribed KALAIGNAR TV Channels and/or Kalaignar Tv Bouquets-

From the Effective Date, the subscribed KALAIGNAR TV Channels and/or Kalaignar Tv Bouquets opted by Operator under the Interconnection Agreement shall stand substituted and replaced by the KALAIGNAR TV Channels and/or Kalaignar Tv Bouquets subscribed by the Operator under this Amendment Agreement subject to approval and receipt of requisite IRD (as defined in the Interconnection Agreement) from KALAIGNAR TV at KALAIGNAR TV's sole discretion.

The Parties agree that on execution of this Amendment Agreement, from the Effective Date,

a) the subscribed KALAIGNAR TV Channels and/or Kalaignar Tv Bouquets opted by OPERATOR under the Interconnection Agreement in **Schedule A** of the Interconnection Agreement shall stand substituted with the KALAIGNAR TV Channels and/or Kalaignar Tv Bouquets opted by OPERATOR in this **Annexure 1 and Annexure 2** to this Amendment Agreement. and

b) in the event the OPERATOR opted for additional channels, the details of Integrated Receivers and Decoders (IRDs) in respect of all such additional subscribed KALAIGNAR TV Channels availed from

(II) and **(III)** of **ANNEXURE X** of the Interconnection Agreement shall revised to include the details of Integrated Receivers and Decoders (IRDs) in respect of all such subscribed additional KALAIGNAR TV Channels availed under this Amendment Agreement as stated in **Schedule III** from the Effective Date.

c) In the event the Operator has not opted for Incentive under the Interconnection Agreement but intends to avail the Incentive as set out in Annexure 3 to this Amendment, the Operator may opt for the same by ticking in the "yes" block. In which case, subject to the fulfilment and compliance of the terms of the Interconnection Agreement read with this Amendment Agreement, the Opetor will be entitled to Incentives in accordance with the terms of the Interconnection Agreement read with this Amendment Agreement from the Effective Date.

2. **Effective Date:** The Effective Date for this Amendment Agreement shall mean .

3. **Term:** This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

4. **Miscellaneous**

4.1 This Amendment Agreement together with the Interconnection Agreement constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto on and from the Effective Date of this Amendment Agreement.

4.2 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.

4.3 The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.

4.4 This Amendment Agreement, read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda and documents exchanges and agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

Signed for and on behalf of	Signed for an on behalf of
	KALAIGNAR TV PRIVATE LIMITED
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
WITNESS:	**WITNESS:**
Signature:	Signature:
Name:	Name:

Annexure 1 to Service Form 2

I. List of Kalaignar Tv Channels offered on A-la-Carte basis for which signals are requested

We are desirous of availing the signals of the following Kalaignar Tv Channels are marked as yes in the table below on A-la-Carte basis:

S. No.	Name of Channel	Genre	Language	A-la-carte Channel Code	**Status/Check box	*ORP
1	Kalaignar Tv	General Entertainment	Tamil	KGR001		
2	Kalaignar Isaiaruvi	Music	Tamil	KGR002		
3	Kalaignar Siripolli	General Entertainment	Tamil	KGR003	☐	
4	Kalaignar Murasu	Movies	Tamil	KGR004	☐ ☐	
5	Kalaignar Seithigal	News	Tamil	KGR005	☐ ☐	

Total Count of Kalaignar Tv Group Channels to be availed on A-la-Carte Basis		

II. List of Bouquets of Pay KALAIGNAR TV Channels

We are desirous of availing the following Bouquet of Pay KALAIGNAR TV Channels marked as yes in the table below:

	☐		

Sr. No.	Select / Checkbox	Bouquet Name	Kalaignar Tv Bouquet Code

ANNEXURE 2 to Service Form 2
INCENTIVE SCHEME(s) ON PAY KALAIGNAR TV CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: Yes NO ☐

1. KALAIGNAR TV is offering the following incentives on the MRP of Pay KALAIGNAR TV Channels set out in this **Schedule C**
subject to OPERATOR fulfilling the conditions set out herein

2. **Incentives offered by KALAIGNAR TV on Pay KALAIGNAR TV Channels:**

   I. Channel Penetration Incentive
   II. Identified Channel Penetration Incentive
   III. Subscriber Audit Incentive
   IV. Special Incentive

3. **Incentive Eligibility Parameters for Incentive on MRP of pay KALAIGNAR TV Channels**

   a) Meeting the LCN Requirements
   b) Compliance with all applicable terms and conditions under this Agreement and the **2022 Amendment Regulations**.
   c) **Reports:** In order to be eligible for any of aforementioned Incentives offered by KALAIGNAR TV, the OPERATOR shall provide KALAIGNAR TV, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in Schedule **E** to this Agreement.
   d) **Subscriber Records, Access and Audit:** KALAIGNAR TV (through empaneled auditors) shall during the Audit referred to in **Clause 14** of this Agreement, be entitled to access the Records, SMS, CAS and related systems of the OPERATOR in order to determine the correctness of various reports referred to in this **Schedule E**.
   e) It is clarified that "Channel Penetration Incentive", "Identified Channel Penetration Incentive", "Subscriber Audit Incentive" and "Special Incentive" can be availed separately upon achievement of respective Incentive Eligibility Parameters.

4. **LCN Requirements:**

   4.1. Condition Precedent for availing any of the Incentives under this Agreement: To be entitled for Channel Penetration Incentives and/or, Identified Channel Penetration Incentives and/or Subscriber Audit Incentives and/or Special Incentive, the meeting the LCN rank as set out below, shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.

   4.2. LCN Penetration Qualifying Parameters: The Operator shall be entitled to any/all Incentives subject to OPERATOR fulfilling the LCN requirements as per LCN Slabs set out hereinbelow, and meeting the eligibility parameters, including the LCN Penetration Qualifying Parameters set out in this Schedule C.

   4.3. LCN Slabs: LCN Slabs i.e. logical channel number ("LCN") slabs shall be based on the OPERATOR maintaining the LCN rank as per the LCN Slabs on OPERATOR's Platform, in OPERATOR's electronic program guide (EPG) system, for the Term for any/all of the KALAIGNAR TV Channels, within specified genre and language (as listed in Table A below). LCN rank would be measured against the Competing Channels tabulated against each of the KALAIGNAR TV Channel listed below in Table A.

   For the purpose of this Agreement, Competing Channel for each of KALAIGNAR TV Channel shall mean the channels of competing Broadcasters as listed against the concerned Channel in Table A hereinbelow.

TABLE – A

Genre and Logical Channel Number (LCN) Slabs

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
1	Kalaignar Tv	General Entertainment (Tamil)	Sun TV, Star Vijay, Zee Tamil and similar channels	1 to 4	5 to 6
2	Kalaignar Isaiaruvi	Music (Tamil)	Sun Music, Jaya Max, and similar channels	1 to 6	7 to 8
3	Kalaignar Siripolli	General Entertainment (Tamil)	Sun TV, Star Vijay, Zee Tamil and similar channels	1 to 8	9 to 12
4	Kalaignar Murasu	Movies (Tamil)	K TV, Vijay Super, Zee Thirai and similar channels	1 to 10	11 to 14
5	Kalaignar Seithigal	News (Tamil)	Polimer News, Sun News, Puthiyathalaimurai, Thanthi TV,News 18 Tamilnadu , News Tamil 24x7 and Similar channels	1 to 3	4 to 5

4.4. OPERATOR has to place all Pay KALAIGNAR TV Channels that have been availed by the OPERATOR under this Agreement in Slab 1 in order to achieve "Slab 1 Eligibility". In case, the OPERATOR places one or more Pay KALAIGNAR TV Channel(s) in Slab 2, then the OPERATOR will qualify for "Slab 2 Eligibility".

4.5. If any one or more Pay KALAIGNAR TV Channels neither placed in Slab 1 nor in Slab 2, OPERATOR shall not be eligible for any Incentive including Channel Penetration Incentives, Identified Channel Penetration Incentives, Subscriber Audit Incentives and Special Incentive.

4.6. For the purpose of determining the applicable LCN Slabs for each of the Pay KALAIGNAR TV Channel, for the purposeof this **Schedule C** for Channels, all Local Channels and/or Platform Services of the OPERATOR will be considered along with various broadcast channels.

4.7. In the event a Channel has different LCN ranks across OPERATOR's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.

4.8. In the event that the OPERATOR, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay KALAIGNAR TV Channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the OPERATOR will not be eligible under the "LCN Slab Eligibility" for that particular month and the OPERATOR will

not receive any of the Incentives for any of the Pay Channels availed by OPERATOR under

this Agreement for that particular month.

4.9. OPERATOR shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

Table – B

LCN Incentive Slabs

Particular	Percentage Incentive	
	Slab 1 Eligibility	**Slab 2 Eligibility**
Maximum incentives for Channel Penetration	5%	3%
Maximum incentives for Identified Channel Penetration	7%	4%
Maximum incentives for Subscriber Audit under Section 15(2)	2%	2%
Maximum incentives for Special Incentive	1%	1%
Total Maximum Incentives	**15%**	**10%**

5. Channel Penetration Incentive:

5.1. Subject to the OPERATOR complying with the eligibility parameters set out herein,, the OPERATOR shall be eligible for Channel Penetration Incentive based on percentage penetration of a subscribed Channel achieved by OPERATOR in its respective Target Market (as tabulated below). Channel Penetration shall be calculated as a percentage of the said Channel's "Total Active Subscriber base of the OPERATOR" as mentioned in **Table C, Table D** and **Table E** herein below.

5.2. For sake of clarity, Percentage Penetration of respective Channel will be calculated by dividing "Active subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the OPERATOR".

5.3. In case of the said KALAIGNAR TV Channel(s) has a Standard-Definition variant and corresponding High-Definition variant then, for the Standard-Definition Channel, "Active subscriber base of the Channel" mean total active subscribers of the Standard-Definition variant of the channel and the "Total Active Subscriber baseof the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to onlyStandard-Definition channel(s). and in case the said KALAIGNAR TV Channel(s) is a High-Definition Channel, the"Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to at least one High-Definition channel.

5.4. In case of the said KALAIGNAR TV Channel(s) has only a Standard-Definition variant then, the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to Standard-Definition channel(s) as well as High-Definition channel(s).

5.5. In case of the said KALAIGNAR TV Channel(s) has only a High-Definition variant then, the "Total Active Subscriber base of the OPERATOR" shall mean total active subscribers of the OPERATOR who have subscribed to one or more High-Definition channel(s).

5.6. In case of Kalaignar Tv Thirai and Kalaignar Tv Picchar, the "Total Active Subscriber base of the OPERATOR" shall meantotal active subscribers of the OPERATOR who have subscribed to Standard-Definition channel(s) as well as High-Definition channel(s).

5.7. Once the Channel Penetration is calculated, the Channel Penetration Incentive shall be paid basis the Penetration Achievement of a KALAIGNAR TV Channel as against the prescribed Penetration Threshold for that Channel in the Target Market tabulated below by the OPERATOR and the applicable Slab eligibility under the Channel Penetration Incentive Slabs set out below.

Table – C

Channel Penetration Incentive Slabs

Penetration Achievement	% Incentive (Slab 1 Eligibility)	% Incentive (Slab 2 Eligibility)
As per channel wise penetration requirement as mentioned in Table D below	5.0%	3.0%
5 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	3.0%	1.5%
10 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	1.5%	0.5%

P.p. means absolute percentage point.

"Low Penetration Requirement Channels" include channels for which penetration requirement is less than 40%.

Table – D (1)

Target Market wise Penetration Thresholds for "Standard Definition" Pay KALAIGNAR TV Channels which are part of Kalaignar Tamil Bouquet

Channel	Tamil Nadu	Kerala	Karnataka	Andhra Pradesh	Telengana	Pondicherry	Maharashtra/Goa	West Bengal	Odisha	Gujarath	Rest of NESA	Punjab/Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Kalaignar TV	95%	95%	95%	95%	95%	95%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
Kalaignar Isaiaruvi	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Kalaignar Siripolli	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Kalaignar Murasu	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Kalaignar Seithigal	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%

NOTE:

"Rest of NESA" market includes Arunachal Pradesh, Nagaland, Manipur, Mizoram, Meghalaya, Tripura. Penetration Threshold requirement for Dadra & Nagar Haveli and Daman & Diu will be as per Gujarat. Penetration Threshold for Sikkim will be as per West Bengal, Penetration Threshold for Lakshadweep will be as per Kerala. Penetration Threshold for Andaman & Nicobar islands will be as per Hindi Speaking states like Madhya Pradesh or Gujarat or Rajasthan.

For other KALAIGNAR TV Channel(s) for which the required Penetration Threshold is not mentioned in Table D(1), Table D(2), Table D(3) and Table D(4) above, the OPERATOR shall be eligible for maximum Channel Penetration Incentive as per LCN "Slab Eligibility" in Table C above.

For clarification, in Gujarat, if the Penetration Achievement of Kalaignar Tv TV reaches 40% in a-la-carte and 45% as part of a bouquet, then the OPERATOR would be eligible to get the above-mentioned Penetration Incentive, as the Penetration Achievement of Kalaignar Tv TV would be equal to Penetration Threshold i.e. 85%. In such case, the Penetration Incentive will be calculated in proportion to the channel's revenue on a-la- carte basis as well as in a bouquet, i.e. on the maximum retail price and the 'effective price' of the channel, respectively

6. <u>Identified Channel Penetration Incentive</u>:

6.1. Subject to the OPERATOR complying with the eligibility parameters set out in this Schedule, the OPERATOR shall be eligible for Identified Channel Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table E(2) below.

6.2. If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table E(2), then the OPERATOR will be eligible for Identified Channel Penetration Incentive on all KALAIGNAR TV channels in that Target Market as set out in Table E(1) depending on the "Identified Channel Penetration Criteria" and "Slab Eligibility" as per Clause 4 of this Schedule C above.

6.3. If any one or more of Identified Channel(s) does not achieve required penetration in respective Target Market as per Criteria A but achieves penetration as per Criteria B, then Identified Channel Penetration Incentive will be calculated as per Criteria B as mentioned in Table E(1) below for all KALAIGNAR TV channels.

6.4. Further, if any one or more of Identified Channel(s) achieves penetration in respective Target Market neither as per Criteria A nor as per Criteria B, then OPERATOR shall not be eligible for any Identified Channel Penetration Incentive in that Target Market for all KALAIGNAR TV channels.

6.5. For sake of clarity, percentage penetration of respective Identified Channel will be calculated as set out in Clause 5 of this Schedule C above.

6.6. Once each of the Identified Channel's Penetration is calculated, and corresponding "Identified Channel Penetration Criteria" is achieved, then the Identified Channel Penetration Incentive shall be calculated basis the applicable LCN Slab eligibility under the Identified Channel Penetration Incentive Slabs set out below.

6.7. In case the OPERATOR fails to achieve required penetration threshold for even a single Identified Channel as set out in Table E(2) below, the OPERATOR shall not be eligible for any "Identified Channel Penetration Incentive".

6.8. It is further clarified that in the event the OPERATOR is unable to achieve the Penetration for even a single Identified Channel as per the Penetration Threshold in Table E(2) and the Slab Eligibility under the Penetration slab, the OPERATOR shall still be eligible for the Channel Penetration Incentive in which case, the penetration percentage shall be computed for that particular Channel in the manner set out in Channel Penetration Incentive in Table C above.

6.9. For Example, in the state of Gujarat, Kalaignar Tv TV, &TV, Kalaignar Tv Cinema and &pictures are the "Identified Channels". If each of these four channels achieve penetration of 75% or more in Gujarat, the OPERATOR will be eligible for "Identified Channel Penetration Criteria A". In this example, let us assume that OPERATOR has placed all KALAIGNAR TV channels as per LCN Slab 1 so that the OPERATOR has achieved "Slab 1 Eligibility". As the OPERATOR has achieved "Identified Channel Penetration Criteria A" and "Slab 1 Eligibility", then as per Table E(1), the OPERATOR will be eligible for 7% Identified Channel Penetration Incentive for Gujarat. Identified Channel Penetration shall be calculated as a percentage penetration of each Identified Channel over "Total Active Subscriber base of the OPERATOR".

Table E(1)

Identified Channel Penetration Incentive

Identified Channel Penetration Incentive	**Slab 1 Eligibility**	**Slab 2 Eligibility**
Identified Channel Penetration Criteria A	7.0%	4.0%
Identified Channel Penetration Criteria B	3.5%	2.0%

Table E(2)

Target Market wise Penetration Thresholds for Identified Channels

Market	**Standard Definition Identified Channels**	
	Each of Identified Channels Penetration Criteria A	**Each of Identified Channels Penetration Criteria B**
Tamil Nadu , Karnataka, Andhra Pradesh, Telangana, , Pondicherry, Kerala, Lakshadweep Gujarat, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar, Maharashtra, Goa	75%	65%

Table E(3)

Target Market wise List of Identified Channels

for ascertaining Total Identified Channel Penetration achievement

Market	List of Identified Channels in SD	
Tamil Nadu , Karnataka, Andhra Pradesh, Telangana, , Pondicherry, Kerala, Lakshadweep Gujarat, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar, Maharashtra, Goa	Kalaignar Tv, Kalaignar Isaiaruvi, Kalaignar Siripolli, Kalaignar Murasu,Kalaignar Seithigal	

7. **Subscriber Audit Incentive**:

7.1 Subject to the OPERATOR complying with the eligibility parameters set out herein, OPERATOR shall be eligible for Subscriber Audit Incentives if the OPERATOR enables and ensures that the Broadcaster caused Audit as per regulation 15(2) of the Interconnection Regulations is successfully completed as per "Audit Date" defined below as per **Table F** below:

Table F

Subscriber Audit Incentive under Section 15(2) Slab

Audit Date in terms of Section 15(2)	Percentage Incentive	Audit Incentive Slab
Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	2.0%	Audit Incentive Slab "A"
Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.0%	Audit Incentive Slab "B"

7.2 All timelines are as per calendar year. The actual Audit commencement date shall be considered as "Audit Date" if total active subscriber base is less than 5 lakh. If total active subscriber base is greater than 5 lakhs then the date of Audit report submission of the audit causes under Regulation 15(2) of the Interconnection Regulations shall be considered as "Audit date"

7.3 For the purpose of eligibility of the Subscriber Audit Incentive, it shall be mandatory that the Audit under Regulation 15(2) of the Interconnection Regulations is successfully completed i.e. where Audit report is published by the Auditor and shared with the KALAIGNAR TV by the Audit Date, is eligible for incentives.

7.4 Audit shall be conducted in accordance with the applicable TRAI Regulations, as may be amended from time to time and as per the scope of audit set out in this Agreement by TRAI empaneled Auditor. It is further clarified that the said Audit will be conducted independent of the incentive structure and the same shall have no bearing and/or impact and/or influence on the Audit process and Audit period.

e) Total Active Subscriber base of the OPERATOR split by Operator packages.

9. KALAIGNAR TV reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, KALAIGNAR TV at sole discretion amend the Incentive Scheme in the event, during the Term, (i) KALAIGNAR TV launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Schedule and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by KALAIGNAR TV and/ or its current or future subsidiaries, and in such an event KALAIGNAR TV shall have the right to withdraw and/ or modify this Scheduleand/ or the Incentives set out herein in its sole discretion.

10. Illustration for Incentive for channels selected on a-la-carte and Bouquet basis:

This illustration pertains to an OPERATOR which has Total Active Subscriber Base of 1,00,000 subscribers spread across 3 states of Maharashtra/Goa, Gujarat and Karnataka. For the sake of illustration, it is assumed that the OPERATOR has selected few KALAIGNAR TV Bouquets and few KALAIGNAR TV Channels on a-la-carte basis and has reported subscribers base and LCN ranks as mentioned Table 1, Table 2 and Table 3 below. The total subscriber base for each of the subscribed Channel in the state is calculated basis summation of subscribersof the respective Channel from all KALAIGNAR TV Bouquets and from a-la-carte basis for the said channel.

7.5 For the calendar year 2023: If last conducted and concluded Audit in terms of Regulation 15(2) of the Interconnection Regulations has been completed in a period 9 months immediately preceding the date of implementation of NTO 2.1, then the OPERATOR shall be eligible for Subscriber Audit Incentive as per "Audit Incentive Slab A" irrespective of the the Audit Date subject to the condition that the gap in "audit date" of 2 consecutive Audits shall not be more than 12 months.

If last conducted and concluded Audit in terms of Regulation 15(2) of the Interconnection Regulations has not been completed during the time period of 9 months immediately preceding the date of implementation of NTO 2.1 thenAudit Incentive Slab "A" shall be applicable for Audits if "Audit date" of "Successfully completed Audit" is within 6 months from the start of NTO 2.1in CY 2023

Audit Incentive Slab "B" shall be applicable for Audits if "Audit date" of "Successfully completed Audit" is after 6 months from the start of NTO 2.1 in CY 2023

subject to the condition that the gap in "audit date" of 2 consecutive Audits shall not be more than 12 months

7.6 Calendar year 2024 onwards, If "Audit date" of previous "Successfully completed Audit" is within 12 months from the "Audit date" in the NTO 2.1, then Audit Incentive Slab "A" shall be applicable irrespective of the "Audit date"

If "Audit date" of previous "Successfully completed Audit" is <u>not</u> within 12 months from the "Audit date" in the NTO 2.1 , then Incentive as per Table F shall be Applicable.

8. <u>Special Incentive</u>:

8.1 Subject to OPERATOR meeting eligibility parameters for availing any Incentive as set out herein, the OPERATOR shall be eligible for Special Incentive based on data shared with KALAIGNAR TV with respect to subscriber base of OPERATOR as detailed herein. The OPERATOR shall be eligible for a Special incentive of **1%** if the OPERATOR provides information as mentioned below in the format set out in **Table No's 4 to 8** of **Schedule E** to this Agreement.

8.2 Special Incentive for any month will be applicable if the following information (by state / district / city) is provided to KALAIGNAR TV for that particular month:

a) Total De-active Subscriber base of OPERATOR (Split by SD & HD)

b) Total Active Subscriber base of the OPERATOR subscribing to any FTA and Pay channel(s) (Split by SD & HD)

c) Total Active Subscriber base of the OPERATOR subscribing to only FTA channels.

d) Total Active Subscriber base subscribing to any of KALAIGNAR TV Channels (Split by SD & HD)

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Below is the summary of various scenarios under which the OPERATOR is eligible to get respective incentives.

Incentive Type	**Grades**	**All Kalaignar Tv Channel in LCN Slab 1**	**Any 1 Kalaignar Tv Channel in LCN Slab 2**
Channel Penetration	Required Penetration (e.g. Kalaignar Tv >= 85%)	**5.00%**	**3.00 %**
	5 p.p. Less Penetration (e.g. Kalaignar >= 80% and <85%)	3.00%	1.50 %
	10 p.p. Less Penetration (e.g. Kalaignar >= 75% and <80%)	1.50%	0.50 %

Incentive Type	**Grades**	**All Kalaignar Tv Channel in LCN Slab 1**	**Any 1 Kalaignar Tv Channel in LCN Slab 2**
Identified Channel Penetration	Required Penetration (e.g. 75%)	**7.00%**	**4.00 %**
	10 p.p. Less Penetration (e.g. 65%)	3.50%	2.00 %
Subscriber Audit Under section 15(2)	Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	**2.00%**	**2.00 %**
	Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.00%	1.00 %
Special Incentive	Data provided as per requirement	**1.00%**	**1.00%**
Total Maximum Incentive		**15.00%**	**10.00 %**

For the sake of illustration, we are assuming that the OPERATOR has submitted reports as per formats as mentioned in Schedule E. Below is the snapshot of various reports submitted by OPERATOR.

1. State-wise Total Active Subscriber Base of OPERATOR
2. State-wise Monthly Subscription for bouquet of pay KALAIGNAR TV Channel and/or a-la-carte Channel
3. LCN Report for Pay KALAIGNAR TV Channel

Table 1

State-wise Total Active Subscriber Base of OPERATOR

S. N.	**State**	**Type of Subscriber (SD)**	**Number of subscribers of the channel on 7th day of the month**	**Number of subscribers of the channel on 14th day of the month**	**Number of subscribers of the channel on 21st day of the month**	**Number of subscribers of the channel on 28th day of the month**	**Monthly Average Active Subscriber of the OPERATOR in State**
A	B	C	D	E	F	G	H = (D+E+F+G) / 4
1	Tamilnadu	SD	48,200	49,100	50,900	51,800	50,000

Table 2

Monthly Subscription for bouquet of pay KALAIGNAR TV Channel and/or a-la-carte Channel

Sr. No.	Name of Bouquet / KALAIGNAR TV Channel	State	Bouquet / A-la-carte Code	OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of subscribers of the channel on 7th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly Average Active Subscribers Level wise KALAIGNAR TV Channel
A	B	C	D	E	F	G	H	I	J (F+G+H+I)
1	Kalaignar Tamil Bouquet	Tamil nadu	****	****	41,750	38,950	40,700	38,600	40,000
2	Kalaignar TV	Tamil nadu	****	****	4,150	3,910	4,060	3,880	4,000
3	Kalaignar Isaiaruvi	Tamil nadu	****	****	2,050	1,970	2,020	1,960	2,000
4	Kalaignar Siripolli	Tamil nadu	****	****	2,400	1,900	1,800	1,900	2,000
5	Kalaignar Murasu	Tamil nadu	****	****	2,575	2,455	2,530	2,440	2,500
6	Kalaignar Seithigal	Tamil nadu	****	****	3,625	3,425	3,550	3,400	3,500

Table 3

LCN Report for Pay KALAIGNAR TV Channels

Sr. No.	Name of Channel	Kalaignar Tv A-la-carte Code	Genre	Language	Channel LCN Number	LC Ran
1	Kalaignar TV	****	General Entertainment	Tamil	***	1
2	Kalaignar Isaiaruvi	****	Music	Tamil	***	5
3	Kalaignar Siripolli	****	General Entertainment	Tamil	***	10
4	Kalaignar Murasu	****	Movies	Tamil	***	3
5	Kalaignar Seithigal	****	News	Tamil	***	6

Detailed Incentive Conditions Calculation:

LCN Slab Achievement for subscribed Pay KALAIGNAR TV channels as per LCN Report submitted by OPERATOR as per Table 3 above	Slab 1

Basis the LCN Slab achievement, the OPERATOR will be eligible for rest of the incentives as per table below:

Particular	Percentage Incentive		
	All Pay Kalaignar Tv Group Channels placed asper Slab 1	**Any one or more Pay Kalaignar Tv Group Channels placed asper Slab 2**	**Any one or more Pay Kalaignar Tv Group Channels placedbeyond Slab 2**
Maximum percentage incentives for Channel Penetration	5%	3%	0%
Maximum percentage incentives for Bouquet Penetration	7%	4%	0%

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Particular	Percentage Incentive		
	All Pay Kalaignar Tv Group Channels placed asper Slab 1	Any one or more Pay Kalaignar Tv Group Channels placed asper Slab 2	Any one or more Pay Kalaignar Tv Group Channels placedbeyond Slab 2
Maximum percentage incentives for Subscriber Audit under Section 15(2)	2 %	2%	0%
Maximum percentage incentives for Special Incentive	1 %	1%	0%
Total Maximum Percentage Incentives	**15 %**	**10%**	**0%**
LCN Slab Achievement	**Y es**	**-**	**-**

Table 4

Calculation of Channel wise penetration through A-la-carte and Bouquets

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Kalaignar Tamil Bouquet SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
A	B	C	D	E	J = D+E+F+G+H+I	K	L=J/K
1	Kalaignar Tv	Tamil nadu	3500	6000	9500	10,000	95%
2	Kalaignar Isaiaruvi	Tamil nadu	3300	6000	9300	10,000	93%

3	Kalaignar Siripolli	Tamil nadu	3300	6000	9300	10,000	93%
4	Kalaignar Murasu	Tamil nadu	3500	6000	9500	10,000	95%
5	Kalaignar Seithigal	Tamil nadu	3900	6000	9900	10,000	99%

Table 5

Calculation of Channel Penetration Incentive

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Schedule E	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
A	B	C	D	E	F
1	Kalaignar Tv	Tamilnadu	80.0%	95%	5.0%
2	Kalaignar Isaiaruvi	Tamilnadu	75.0%	93%	5.0%
3	Kalaignar Siripolli	Tamilnadu	75.0%	93%	5.0%
4	Kalaignar Murasu	Tamilnadu	75.0%	95%	5.0%
5	Kalaignar Seithigal	Tamilnadu	75.0%	99%	5.0%

Table 6

Calculation of Identified Channel Penetration Incentive

Sr. No.	Market	Identified Channel	Penetration Achievement	Identified Channel Penetration Criteria Achievement	Identified Channel Penetration Incentive Achievement
A	B	C	D	E	F
1	Tamil Nadu	Kalaignar Tv	95%	Identified channel Penetration Criteria A	7.00%
		Kalaignar Isaiaruvi	93%		
		Kalaignar Siripolli	93%		
		Kalaignar Murasu	95%		
		Kalaignar Seithigal	99%		

Table 7

Subscriber Audit Incentive and Special Incentive

Sr. No.	Incentive Type	Criteria for meeting condition	Achievement	Applicable Incentive
1	Subscriber Audit	Subscriber Audit done under Section 15(2)	H1	2%
2	Special Incentive	Data provided by Operator as per requirement?	Yes	1%

Basis the information submitted in above reports and penetration achievement, the OPERATOR will be eligible for below Incentive percentage.

Incentive Type	Achieved Incentive % in Tamilnadu
Achieved percentage incentives for Channel Penetration	5%
Achieved percentage incentives for Identified Channel Penetration	7%
Achieved percentage incentives for Subscriber Audit under Section 15(2)	2%
Achieved percentage incentives for Special Incentive	1%
Total Percentage Incentives Achieved	**15%**

Table 8

Calculation of Incentive Amount

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel for Incentive Calculation	Total Incentive Amount (Rs.)
A	B	C	D	E	F	G	H	I=F*H * E
1	A-la-carte	Kalaignar Tv	Tamil nadu	15.0%	300	12.00	12.00	540
2	A-la-carte	Kalaignar Isaiaruvi	Tamil nadu	15.0%	-	4.00	4.00	-
3	A-la-carte	Kalaignar Siripolli	Tamil nadu	15.0%	-	8.00	8.00	-
4	A-la-carte	Kalaignar Murasu	Tamil nadu	15.0%	1,800	12.00	12.00	5,130
5	A-la-carte	Kalaignar Seithigal	Tamil nadu	15.0%	-	1.00	1.00	-
6	Kalaignar Tamil Bouquet	Kalaignar Tv	Tamil nadu	15.0%	600	12.00	7.20	648
7	Kalaignar Tamil Bouquet	Kalaignar Isaiaruvi	Tamil nadu	15.0%	600	4.00	2.40	216
8	Kalaignar Tamil Bouquet	Kalaignar Siripolli	Tamil nadu	15.0%	600	8.00	4.80	432
9	Kalaignar Tamil Bouquet	Kalaignar Murasu	Tamil nadu	15.0%	600	12.00	7.20	648

10	Kalaignar Tamil Bouquet	Kalaignar Seithigal	Tamil nadu	15.0%	600	1.00	0.60	54
							Total	**7,668**

ANNEXURE 3 TO SERVICE FORM 2

I) **DETAILS OF INTEGRATED RECEIVER DECODERS (IRDs).** Details of IRDS of subscribed KALAIGNAR TV Channels availed by OPERATOR under this Amendment Agreement from the Effective Date.

Sr. No	Name of the Channel	Integrated Receiver Decoder (IRD) Number	Viewing Card (VC) Number
1			
2			
3			
4			
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II) <u>Address for locating Equipment (IRDs):</u>

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C. SERVICE FORM 3

AMENDMENT AGREEMENT FOR MODIFICATION OF AUTHORIZED AREAS

This Amendment Agreement for modification of Authorized Areas ("**Amendment Agreement**") is made on this day of , by and between:

KALAIGNAR TV PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): U92100TN2007PTC063806 and having its registered office at "Anna Arivalayam" 367,369, Anna Salai Teynampet Chennai-600018 (hereinafter referred to as "**KALAIGNAR TV**" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

MSO/ DTH Operator/ HITS Operator/IPTV Operator (M/s): _____

Legal Status: Company Partnership Firm Proprietorship Firm Individual HUF LLP AOP Trust

(hereinafter referred to as the "**Operator")** which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("**HUF**")) of the OTHER PART.

Name of Authorized Signatory (Mr./Ms.):

CORRESPONDENCE ADDRESS: _____

_____

Landmark: _____

Village: _____

City/Taluka: _____

District: _____

Pin: _____

State: _____

Tel. No - STD Code: _____ No.: _____

Mobile No. _____

Fax No - STD Code: _____ No.: _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

KALAIGNAR TV and OPERATOR are hereinafter individually and collectively referred to as "**Party**" and "**Parties**" respectively.

WHEREAS, the OPERATOR has entered into an Interconnection Agreement bearing no. dated along with any executed Service Form(s) (if any) ("**Interconnection Agreement")** whereby the OPERATOR is granted the non-exclusive right by KALAIGNAR TV to distribute the subscribed KALAIGNAR TV Channels as set out therein, to its Subscribers in the Authorized Area for a period commencing on and ending on _____ ("**Term**");

WHEREAS, the OPERATOR now intends to modify the Authorized Area. Therefore, the OPERATOR has requested KALAIGNAR TV for modification of Authorized Area. The Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by OPERATOR to amend the Authorized Area, in accordance with the terms and condition set out hereinafter. The Parties agree that the modification of the Authorized Area shall be given effect from the Effective Date i.e. thirty days from the date of receipt of this Amendment Agreement along with all supporting documents by KALAIGNAR TV.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. **Authorized Area**

   a. From the Effective Date, the Authorized Area shall mean the areas in India as listed in **Schedulel** to this Amendment Agreement where the OPERATOR shall retransmit/rebroadcast the subscribed KALAIGNAR TV Channels by using approved existing approved addressable systems of the OPERATOR.

   b. In the event the OPERATOR is using new and/or any other addressable systems and/or servicing the proposed areas from a new headend(s) and such head-end(s) which is different from the already existing approved addressable systems, it shall furnish the requisite informationauthorized documents as stated under Service Form 1 on or before the Effective Date (applicable for MSO).

2. **Effective Date:** The Effective Date for this Amendment Agreement shall mean _____.

3. **Term:** This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

4. **Miscellaneous**

   This Amendment Agreement together with the Interconnection Agreement constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant

to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto for the Term of this Amendment Agreement.

4.5 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.

4.6 The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.

4.7 This Amendment Agreement**,** read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda and documents exchanges and agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

For and on behalf of	**For and on behalf of**
_____	**KALAIGNAR TV PRIVATE LIMITED**
[Name of the OPERATOR]	
_____	_____
Name:	**Name:**
Designation:	**Designation:**
Date:	**Date:**
Witness-	**Witness:-**
Name:	**Name:**

SCHEDULE I TO SERVICE FORM 3

(PART A)

Registered Area:

(PART B)

Authorized Area:

Sr. No.	City* / Area wherein the OPERATOR has been authorised to Operate on the date of signing of this Interconnection Agreement	State / Union Territory in which the Authorised Area is located	Head-end from which the signals of KALAIGNAR TV Channels are distributed in such Authorized Area(S)

(Attach extra sheet if required and provide the complete details)

(PART C)

I. Details of Head-end(s)

Head-end(s) name	Address and contact details	Servicing Registered Area	Subscriber base

II. Details of Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by OPERATOR

Sr. No.	Details of SMS deployed	Details of CAS deployed

*In the event the OPERATOR has deployed additional CAS and/or SMS, the certificate to be issued for each CAS and/or SMS deployed

III. Installation Address(es) of CAS and SMS (Attach extra sheet if required).

Sr. No.	Installation Address(es) of SMS	Installation Address(es) of CAS

***This Schedule I shall substitute and replace the Annexure I (Part A) (Part B) and (Part C) of the Interconnection Agreement**

D. SERVICE FORM 4-

FORM FOR ADDITION/ DISCONTINUATION/ ALTERATION OF THE ADDRESSABLE SYSTEMS AND/OR ENCRYPTION SYSTEMS

[Applicable only for existing and valid Interconnection Agreements executed with KALAIGNAR TV)

DATE:

1. Name of the OPERATOR: _ _ _
2. Interconnection Agreement No./Customer ID No.: _ _____
3. Platform _____
4. Name(s) of Owners/Directors/Partners of the OPERATOR:
5. Subscription License Agreement No _____ _____
6. Registered Office Address of OPERATOR (with PIN Code):
7. Complete Address for Communication (with PIN Code):
8. Name of the contact person/ Authorized Representative (Letter of Authorization/Board Resolution enclosed):
9. Telephone _____ _____
10. Email address _____ _____
11. Details of existing Addressable Systems deployed by OPERATOR:
12. Details of proposed change in Addressable Systems to be deployed by OPERATOR(if any) and proposed effective date of such changes:
13. Details of proposed changes to the Addressable System's security and encryption technology (if any) and proposed effective date of such changes:
14. Please **enclose** the following documents with this form for change in Digital Addressable Systems deployed by the OPERATOR if the OPERATOR is an MSO :
    a) Copy of Certificate of Registration/ Permission/ License
    b) Conditional Access Systems (**CAS**) Certificate for the new Digital Addressable System
    c) Subscriber Management Systems (**SMS**) Certificate for the new Digital Addressable System
    d) Copy of the Audit Report of Broadcast Engineering Consultants India Limited (BECIL)/Authorized Agency/Certified Auditor certifying that the OPERATOR's Addressable Systems are in compliance of the Schedule III of the Interconnection Regulations.
    e) Declaration from CAS Provider in the format set out in Schedule I to this Form.
    f) Declaration from SMS provider in the format set out in Schedule II to this Form.

DECLARATION FOR PROCESSING OF THIS FORM

I Senthil Kumar s/o, Kuppusamy____ ____(Owner/Proprietor/Partner /Director/ Authorized Signatory), of Skylink Networks_ _(Name of OPERATOR), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of subscribed KALAIGNAR TV Channels by the OPERATOR meet the technical and other requirements specified in the Schedule III and Schedule IX of the Interconnection Regulations. The configuration and the version of the Addressable System have remained unchanged after issuance of the report by Broadcast Engineering Consultants India Limited (BECIL)/ Certified Empaneled Auditor enclosed herewith. I further undertake that the OPERATOR is in compliance of all applicable Laws including the TRAI Regulations as amended from time to time. I further undertake and agree that in the event of any changes in the Addressable System's security and encryption technology, the same shall not affect the continuity and quality of signals of KALAIGNAR TV Channels and the performance of the obligations of the OPERATOR under the Interconnection Agreement. This Form shall form an integral part of the Interconnection Agreement executed between __ ___Skylink Networks__ ___ __ and KALAIGNAR TV.

For _____
Signature:
Name:
Date:
Place:

E. SERVICE FORM 5

FORM FOR CHANGE OF CONTROL

[Applicable only for Platform operators who have existing and valid Interconnection Agreements with KALAIGNAR TV)

DATE: 15-May-2024

1. Name of the OPERATOR:_ _____Skylink Networks
2. Subscription No./Customer ID No.:
3. Platform _____
4. Name(s) of Existing Owners/Directors/Partners of the OPERATOR _____ _____ _____
5. Interconnection Agreement No/Customer ID: _____
6. Effective Date of Change in Control:_____
7. Consequences of Change in Control:_
8. Details of Change in Control of the OPERATOR. The **documentary proof of all these changes shall be mandatorily enclosed** with this form:
   a. Name(s) of new Owners/Directors/Partners:
   b. New name of OPERATOR, in case of any change:
   c. New Address for Communication (with PIN Code), in case of any change:
   d. New Telephone number, in case of any change:
   e. New Email Address, in case of any change:
   f. New Website, in case of any change:
   g. Any change in Distribution System?
   h. If yes, please upload Form for changing the Addressable Systems/Encryption Systems along with supporting documents.
   i. Any other information which may be important for the purpose of the existing Interconnection Agreement between OPERATOR and KALAIGNAR TV:
9. Please **enclose** the following documents with this Form:
   a. Copy of Transfer of Title Rights of OPERATOR
   b. Copy of Certificate of Registration/ Permission/ License
   c. In the event of new entity- please provide-
      i. License copy
      ii. Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of OPERATOR (Applicable for Company)
      iii. Partnership Deed and Authorisation letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
      iv. Signature proof of authorized signatory (Applicable for sole proprietorship)
      v. Pan Card copy/Form 60
      vi. GST Registration Certificates
      vii. TAN No.
      viii. CAS Declaration Form
      ix. SMS Declaration Form
      x. Copy of the Audit Report of Broadcast Engineering Consultants India Limited (BECIL)/Authorized Agency/Certified Auditor certifying that the OPERATOR's Addressable Systems are in compliance of the Schedule III of the Interconnection Regulations.
10. In the event of any Change in Control of the OPERATOR resulting in a new entity, the OPERATOR agrees that-

a. to comply with applicable laws including the TRAI Regulations for the discontinuation of operations in the name of the OPERATOR

b. The OPERATOR shall submit the duly filled **Service Form 6- Form For Discontinuation Of Operations** (in case of discontinuation of operations) along with all supporting documents to KALAIGNAR TV along with this form.

c. The New Entity shall execute a fresh written interconnection agreement with KALAIGNAR TV which shall be subject to the clearance of all payments due and payable by the OPERATOR under the Interconnection Agreement(s) executed between the OPERATOR and KALAIGNAR TV.

DECLARATION

I Senthil Kumar K (Owner/Proprietor/Partner /Director/ Authorized Signatory) _____, of Skylink Networks ___ __ _____ (Name of OPERATOR), do hereby declare that the details provided above are true and correct. The OPERATOR is in compliance with all applicable laws including the TRAI Regulations. I hereby declare and undertake to make all the payments due and payable to KALAIGNAR TV till the effective date of the Change of Control on or before ___ . On the payment of all payments due to KALAIGNAR TV, both Parties shall be discharged of their rights and obligations under the Interconnection Agreements(s) and I further agree and undertake not to raise any claims/demands/allegations on KALAIGNAR TV, for any reason whatsoever, directly and/or indirectly, subsequent to shutting down the operations.

For _____
Signature:
Name: Senthil Kumar K
Date: 15-May-2024
Place: Coimbatore

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F. SERVICE FORM 6

FORM FOR DISCONTINUATION OF OPERATIONS

[Only for Platform operator with existing interconnection agreements with KALAIGNAR TV Private Limited(KALAIGNAR TV)]
Date:

1. Name of the OPERATOR _____

2. Interconnection Agreement(s) No(s). /Customer ID No(s).: _____

3. Platform: _____

4. Registered Office Address of OPERATOR (with PIN Code): _____

5. Complete Address for Communication (with PIN Code):

6. Name of the contact person/ Authorized Representative (Letter of Authorization/Board Resolution enclosed)

7. Telephone: _____

8. Email address: _____

9. Tentative date of discontinuation of operations: _____

10. Reason for Shutting Down of Operations: _____

11. Invoices received from KALAIGNAR TV till the month of _____

12. Outstanding amounts due and payable as per the invoices raised by KALAIGNAR TV till date: INR

13. Total Outstanding amounts as per KALAIGNAR TV's books of accounts and under the Interconnection Agreement(s) shall be paid by the OPERATOR on or before _____ or within one week from the date of this form whichever is earlier ("**Due Date**").

For and on behalf of

_____

_____

Authorized Signatory

Company Stamp/Seal

DECLARATION

I _____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____ (Name of OPERATOR), do hereby declare that the details provided above are true and correct. I hereby undertake and agree that all pending payments due and payable to KALAIGNAR TV as per the terms of Interconnection Agreement(s) on or before the Due Date stated hereinabove. On the payment of all outstanding amounts as per KALAIGNAR TV's books of accounts and under the Interconnection Agreement(s), both Parties shall be discharged of all their liabilities, rights and obligations under the Interconnection Agreement(s). I further agree and undertake not to raise any claims/demands/allegations on KALAIGNAR TV, for any reason whatsoever.

For _____	
Signature:	
Name:	Designation:
Date:	

To be filled by KALAIGNAR TV representatives

Date of receipt of the Form by KALAIGNAR TV	
Total Outstanding amount till date of discontinuation	INR
Amount paid by the OPERATOR	INR
Due Date	
FOR KALAIGNAR TV Authorized Signatory	

****

REFERENCE INTERCONNECT OFFER OF IN10 MEDIA PRIVATE LIMITED. Pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017 ("Interconnection Regulations") and The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, (as may be amended from time to time) (collectively referred to as "2017 Regulations") read with The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (referred to as "Jan 2020 Amendments"), The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 dated November 22, 2022, the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Fifth Amendment) Regulations, 2023, dated September 14, 2023 and The Telecommunication (Broadcasting And Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 dated November 22, 2022 (referred to as "November 2022 Amendments") and would be effective from 1st February, 2023 (or such other date as may be decided by TRAI/competent authority). 2017 Regulations, Jan 2020 Amendments and November 2022 Amendments shall hereinafter collectively referred to as the "New Regulatory Framework"

In the event there is any change in the Applicable Laws, the Broadcaster shall revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement covering all such revisions/ modifications/ alterations shall be executed between the Parties. In such an event, this RIO and / or the existing agreement shall automatically be null and void.

This Reference Interconnect Offer ("**RIO**") is being published by **IN10 Media Private Limited** ("**Broadcaster**"), specifying the technical and commercial terms and conditions, in compliance with the New Regulatory Framework. The Distribution Platform Operators ("**DPOs**") desirous of re-transmitting signals of the channels distributed by the Broadcaster, ("**Channels**") may seek interconnection for the channels on the basis of this RIO. In accordance with the New Regulatory Framework, this RIO shall be effective from **1st February 2024** till **31st January 2025.**

Every DPO desirous of availing signals of the Channels to retransmit the same through such DPO's digital distribution platform, shall not be in default of payment to Broadcaster, in terms of Clause 3(2) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as amended in the year 2019 and such DPO shall make a written request to the concerned person from amongst the following persons designated by the Broadcaster, *(for the applicable digital distribution platform in the applicable region)* by submitting the duly filled in application form hereto annexed and marked as **Annexure P**. While submitting the application form, DPO shall also submit documentary evidence/technical compliance report showing that DPO's digital distribution platform meets the requirements specified in the **Schedule III of** the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended Regulations, 2019 **and** the Interconnection Agreement which is attached herewith.

i. <u>For Digital Addressable Cable Television Network</u>

1.	Parmod Sharma	+91 9899661061	parmod.sharma@in10media.com	North and East: North (Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Uttar Pradesh, Uttarakhand, Chandigarh); East (i.e., West Bengal, Odisha, Bihar, Jharkhand, Assam, Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland, Arunachal Pradesh)

2.	Hetal Raval	+91 9825026471	hetal.raval@in10media.com	South and West; West (i.e. Gujarat, , Daman & Diu, Dadra & Nagar Haveli, Maharashtra, Goa, Madhya Pradesh, Chhattisgarh); South (i.e. Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Pondicherry, Andaman & Nicobar Islands, Lakshadweep)
3.	Praseeja P	+91 9962890077	praseeja.p@in10media.com	South (i.e. Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Pondicherry, Andaman & Nicobar Islands, Lakshadweep)

ii. For DTH Service / HITS Service / IPTV Service

Sr. No.	Name of Designated Person	Contact Number	Email	Region
1.	Parmod Sharma	+91 9899661061	parmod.sharma@in10media.com	North and East: North (Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Uttar Pradesh, Uttarakhand, Chandigarh); East (i.e., West Bengal, Odisha, Bihar, Jharkhand, Assam, Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland, Arunachal Pradesh)
2.	Hetal Raval	+91 9825026471	hetal.raval@in10media.com	South and West; West (i.e. Gujarat, , Daman & Diu, Dadra & Nagar Haveli, Maharashtra, Goa, Madhya Pradesh Chhattisgarh); South (i.e. Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Pondicherry, Andaman & Nicobar Islands, Lakshadweep)
3.	Praseeja P	+91 9962890077	praseeja.p@in10media.com	South (i.e. Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Telangana, Pondicherry, Andaman & Nicobar Islands, Lakshadweep)

Note: If a DPO is an MSO and/or a DTH operator and/or an IPTV operator and/or a HITS operator, then it shall execute separate interconnection agreement for each type of its digital distribution platform for availing signals of the Channel(s).

_____ _____

For the Broadcaster For the DPO

Upon receipt of the duly filled in Application Form from the DPO and/or before providing the signals of the Channel(s) to the DPO, if Broadcaster is of the opinion that the digital distribution platform of such DPO does not meet the requirements specified in Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017,as per the amended Regulations 2019, and **Annexure H** and **Annexure N** of the Interconnection Agreement, then Broadcaster, may cause an audit of the DPO's digital distribution platform by M/s Broadcast Engineering Consultants India Limited ("**BECIL**") and /or by any of the auditors empaneled by TRAI, for conducting such audit and provide copy of the report prepared by BECIL/ the applicable empaneled auditor to the DPO.

Pursuant to satisfactory completion of the aforementioned requirements Broadcaster and the concerned DPO shall enter into the Interconnection Agreement annexed herewith to enable the DPO to avail and retransmit signals of the Channel(s). The Interconnection Agreement attached herewith, once fully executed by and between the DPO and Broadcaster, shall supersede any prior written understandings/arrangements/agreements between Broadcaster and the concerned DPO regarding retransmission of signals of the Channel(s) through the DPO's Permitted Digital Distribution Platform (as defined in the Interconnection Agreement) in the territory (as defined in the Interconnection Agreement).

If DPO intends to use website copy of RIO based Interconnection Agreement, then DPO must ensure that it signs and sends the then prevalent RIO base Interconnection Agreement to the Broadcaster along with relevant information and documents. It is hereby clarified that if any old/earlier version of signed Interconnection Agreement is received by Broadcaster after a new/modified version of RIO based Interconnection Agreement has been uploaded by Broadcaster on the website, then such signed Interconnection Agreement received from the DPO shall not be considered by Broadcaster.

_____ _____

For the Broadcaster For the DPO

INTERCONNECTION AGREEMENT

FOR THE BROADCASTER OFFICE USE ONLY

Agreement No: SA _____

Customer Reference No: _____

This Agreement is executed on this_____day of_____, 20_, by and between:

IN10 Media Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Ground Floor, Techweb Center, New Link Road, Oshiwara, Jogeshwari West, Mumbai – 400 102, Maharashtra, *(hereinafter referred to as "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns)*; and

DPO: _____

DPO's Status: Company Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ Other ☐

Registered Address: _____

_____District:_____; State: _____

Correspondence Address: _____

District:_____; State: _____

Contact Person:_____ Tel. No.: _____Email id: _____

Name of Authorized Signatory (Mr.): _____

Status of Registrations / Licenses: As per Table 1 below.

Table 1

Status of Registrations / Licenses of the Permitted Digital Distribution Platform	Name of Registrant / License holder	License / Registration No.	Registered area of operation, as per Registration/License *(if applicable)*	Validity	
				From	To
DAS License *(if applicable)*					
DTH License *(if applicable)*					
HITS License *(if applicable)*					
Wireless Operational License *(if applicable)*					
IPTV License *(if applicable)*					
Any Other Applicable License *(please specify in the space below)* • •					

_____ _____

For the Broadcaster For the DPO

Permanent Account Number (PAN)					
Tax Deduction and Collection Account Number (TAN)					
Entertainment Tax Registration					
Goods and Service Tax No. (GST No.)					

*[hereinafter referred to as "**DPO**", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in case of a sole proprietorship; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in case of a partnership firm; the successors and permitted assigns in case of a company; and karta and coparcenors in case of a Hindu Undivided Family ("**HUF**")].*

RECITAL:

A. Broadcaster is the owner/licensee of the Channels having the relevant up-linking and downlinking permission from the MIB and is authorized to retransmit signals of the Channels in the Territory.

B. DPO is authorized to retransmit signals of satellite television channels through its Permitted Digital Distribution Platform in the Territory.

C. DPO is desirous to subscribe and carry the Subscribed Channels for further retransmission through its applicable Permitted Digital Distribution Platform in the Territory and in this regard has approached the Broadcaster.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS:

In this Agreement, unless the context requires otherwise, the following defined terms shall have such respective meaning as have been assigned to them herein below. Additionally, there are other defined terms in the body of the Agreement and the Annexures attached to this Agreement which shall have such respective meaning as have been assigned to them therein.

(a) "**Active/Authorized Subscriber**" means a Subscriber who has been authorized to receive channel(s) available on DPO's Permitted Digital Distribution Platform *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)*, as per the SMS of the DPO's Permitted Digital Distribution Platform and whose set top box has not been denied signals;

(b) "**DPO's Active Subscriber Base**" means the total number of Active Subscribers.

(c) "**DPO's STB**" means DPO provided and/or DPO authorized set top box *(embedded with CAS microchip)* installed in the premises of an Active Subscriber that allows such Active Subscriber to receive channel(s) in an unencrypted and descrambled manner through the DPO's Permitted Digital Distribution Platform *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)*.

(d) "**Applicable Laws**" means all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any

local and national laws, treaties, voluntary industry standards (if any) rules, directives, regulations, guidelines, and code of conduct of the MIB, TRAI, BIS, Ministry of Communications and Information Technology (MCIT), Department of Telecommunications under MCIT in India (DOT), Department of Electronics and Information Technology (DEITY) that have come into effect, those applicable to any tax, consumer and/or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment. For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by Applicable Law, including, without limitation, the TRAI and the MIB.

(e) "**Agreement**" means this Interconnection Agreement, including the Annexures attached to this Agreement.

(f) **"A-la-carte"** shall mean offering of the Available Channels individually or standalone basis;

(g) " **A-la-carte RTA**" shall mean the applicable A-la-carte rate to DPO for the channel, as mentioned in **Annexure F** attached to this Agreement, which has been arrived at after deducting distribution margin of twenty percent (20%) from the A-la-carte MRP of such Channel.

(h) **"Authorized Area(s)"** means the authorized areas of operation of the DPO as set out in **Annexure B**.

(i) "**Average Active Subscriber Base of Package**", with respect to each Package, means the average number of Active Subscribers subscribing to such Package, as shall be ascertained by the Subscriber Report submitted by the DPO in the mannerspecified in **Annexure I** attached to this Agreement.

(j) **"Average Broadcaster's Subscriber Base"** means the average number of Broadcaster's Subscribers arrived at by averaging the Broadcaster's Subscriber count in the Subscriber Report submitted by the DPO in the manner specified in **Annexure I** attached to this Agreement.

(k) **"BIS"** means the Bureau of Indian Standards established under the Bureau of Indian Standards Act 1986.

(l) **"Broadcasting Services"** means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;

(m) **"Broadcaster's Subscriber"** means each such Active Subscriber in the Territory, who receives signals of channel(s) from amongst the Subscribed Channels at a place indicated by such Active Subscriber. For the sake of clarity, each DPO's STB in the private residential household(s) or private residential multi-dwelling unit(s) of a Broadcaster's Subscriber shall be treated as one Broadcaster's Subscriber.

(n) **"Bouquet of Channels"** means package/combination/assortment of distinct channels, from amongst the Channels, offered by the Broadcaster together as a group or as a bundle, as is listed in **Annexure F** attached to this Agreement.

(o) **"Broadcaster's Share of MRP"**, with respect to each Subscribed Channel, shall mean the fee payable by the DPO to the Broadcaster, for retransmission of signals of such Subscribed Channel through the DPO's Permitted Digital Distribution System;

(p) **"Broadcaster's STB"** means each set top unit provided by Broadcaster, together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure C** attached to this Agreement, which enables the DPO to decrypt the encrypted signals of the Subscribed Channels.

(q) **"Cable Service"** means the transmission of programs including retransmission of signals of television channels through cables;

(r) **"Cable Television Network"** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.

(s) **"Cable TV Act"** shall mean Cable Television Network (Regulation) Act of 1995 and the Rules framed thereunder from time to time.

(t) **"CAS"** means conditional access system installed at the DPO's head-end/earth station (which is fully integrated with SMS) that enables subscribers of the DPO's Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO's Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels. **"CAS Declaration"** means the CAS declaration from the conditional access vendor in the format as set out in **Annexure L.**

(u) **"Channels"** means the satellite television channels listed in **Annexure E** attached to this Agreement.

(v) **"Commercial Subscribers"** means a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum of money to be paid by such person or as amended by TRAI.

(w) **"Confidential Information"** means any confidential information disclosed by Broadcaster to the DPO and any such other confidential and proprietary information, including the terms and conditions of this Agreement, disclosed by the Broadcaster during the Term with respect to the DPO retransmitting the Subscribed Channels in the Territory through the DPO's Permitted Digital Distribution Platform.

(x) **"Converted Channel(s)"** shall mean (i) conversion of a Free-to-Air Channel into a Pay Channel; or (ii) conversion of a Pay Channel(s) to a Free-to-Air Channel.

(y) **"Corporate Affiliate"** means and includes all parent, affiliate and subsidiary company(ies) of the Party in reference and shall mean, with regard to either Party, any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with the Party including but not limited to all parent, affiliate, and subsidiary company(ies) of such Party.

(z) **"Digital Addressable System"** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent by a MSO to its Subscriber (either directly or indirectly through the DPO's affiliated LCO, as the case may be) in an encrypted form, which can be decoded by device(s), having an activated CAS at the premises of the Subscriber within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber.

(aa) **"Digital Addressable Cable Television Network"** means a Cable Television Network enabled with Digital Addressable System.

(bb) **"DTH operator"** means a company that has been granted license by the Central Government to provide DTH Service;

(cc) **"DTH Service"** means distribution/re-transmission of signals of television channels in Ku-band (or any other band as approved by the MIB), through satellite system, directly to Subscriber's premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;

(dd) **"DPO"** means any MSO or HITS operator or DTH operator or IPTV operator authorized to retransmit signals of satellite television channels through its applicable Digital Distribution Platform.

(ee) **"Digital Distribution Platform"** means, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS operator, such HITS operator's HITS Service, with respect to DTH operator, such DTH operator's DTH Service and with respect to IPTV operator, such IPTV Operator's IPTV Service, as the case may be.

(ff) **"Distribution Fee"** means such amount as shall be equivalent to twenty percent (20%)of: (i) the a-la-carte MRP of the applicable channel from amongst the Subscribed Channels, and (ii) the bouquet MRP of the Subscribed Bouquet(s), which the DPO shall be entitled to receive on a monthly basis, or part thereof, as commission towards retransmission of the Subscribed Channel(s) through the DPO's Permitted Digital Distribution Platform in the Territory during the applicable month of the Term, or part thereof;

(gg) **"EPG"** means electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows Subscribers to navigate and select such available channels and programs.

(hh) "EPGN" means the EPG number for each of the subscribed Channel(s)

(ii) "**Force Majeure Event**" shall mean any act, cause, contingency or circumstance beyond the control of the Broadcaster, as the case may be, including, without limitation, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, publictransportation dispute, satellite failure or transponder failure;

(jj) "**FTA channel**" means free-to-air channel, which is declared as such by a broadcaster and for which no fee is payable by the distribution platform operators to the broadcaster for signals of such channel.

(kk) "**GST**" shall mean the Goods and the Services Tax which includes the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') / Union Territories Goods and Service Tax ('UTGST') and/or the Integrated Goods and Services Tax ('IGST') as may be applicable which are levied under the GST Legislations;

(ll) "**GST Laws**" shall mean (a) The Central Goods and Services Act, 2017, as amended from time to time; (b) The Integrated Goodsand Services Act, 2017, as amended from time to time; (c) The Union territory Goods and Services Act, 2017, as amended fromtime to time; (d) The Goods and Services Tax (Compensation to States) Act, 2017, as amended from time to time; (e) The StateGST Act passed by each State in its legislature or any other present and future GST related laws in force in the territory of India;

(mm) **"HITS operator"** means any person permitted by the Central Government to provide HITS service;

(nn) **"HITS Service"** means transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers by using satellite system and its own cable networks.

(oo) **"IPTV operator"** means a person permitted by the Central Government to provide IPTV service;

(pp) **"IPTV Service"** means delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers;

(qq) **"Intellectual Property"** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Channels.

(rr) "**IRD**" means an integrated receiver cum decoder box.

(ss) **"Incentive Plan"** means discount(s) offered by Broadcaster to DPO (i) on a-la-carte MRP of such Channel(s) from amongst the Subscribed Channels which DPO subscribes on a- la- carte basis , as are set out in this Agreement, subject to DPO complying with all the terms and conditions of the selected Incentive Plan(s) to qualify for the applicable discount(s).

(tt) **"Interconnection Regulations"** means, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended Regulations, 2019 (hereinafter referred as Amendment Regulations, 2019).

(uu) **"LCN"** shall have such meaning as is set forth in Clause 10 of this Agreement.

(vv) **"LCO"** means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;

(ww) **"Marks"** shall mean all Intellectual Property owned or used by the Broadcaster or the applicable channel provider of the Channel(s) from time to time in connection with the Channel(s), including, without limitation, the trade names and trademarks therein.

(xx) **"Merged Entity"** shall have such meaning as is set forth in Clause 13(a) of this Agreement.

(yy) "**MCIT**" means Ministry of Communications and Information Technology in India.

(zz) **"MIB"** means the Ministry of Information & Broadcasting in India.

(aaa) **"MRP",** with respect to each Subscribed Channel and each Subscribed Bouquet shall mean the maximum retail price (as is set forth in **Annexure F** attached to this Agreement), excluding all applicable indirect taxes including Goods and Services Taxes ("GST"), cess, charges, levies, duties, as applicable., that the DPO shall pay to the Broadcaster for each Broadcaster's Subscriber, irrespective of the price that is charged by the DPO from Broadcaster's Subscriber for such Subscribed Channel(s) and/or Subscribed Bouquet(s);

(bbb) **"MSO"** means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators;

(ccc) **"New Digital Distribution Platform Service"** shall have such meaning as is set forth in Clause 13(b) of this Agreement.

(ddd) **"Package(s)"** means various package(s) / combination / assortment of channel(s) and/or bouquets of channel(s) (comprising of channels and/or bouquets of channels of one or more broadcaster(s)) offered by DPO to Active Subscribers.

(eee) **"Party"** means, individually, the Broadcaster or the DPO.

(fff) **"Parties"** means, collectively, the Broadcaster and the DPO.

(ggg) "**Platform**" shall mean DAS platform owned and/or operated by the DPO and its sub- operators in the Authorized Area and for purposes of clarity shall exclude any and all other media platforms and means of distribution of content and television channels including without limitation, analogue cable systems, non-addressable digital cable systems, direct-to- home (DTH), headend-in-the-sky (HITS) and internet protocol television (IPTV);

(hhh) **"Pay channel"** means a channel, which is declared as such by a broadcaster and for which a share of maximum retail price is payable by the distribution platform operators to the broadcaster, and for which authorization is to be obtained from the broadcaster for distribution of such channel to its subscribers.

(iii) **"Payment Due Date"** shall have such meaning as is set forth in Clause 6(c) of this Agreement.

(jjj) **"Permitted Digital Distribution Platform",** with respect to this Agreement, means the Digital Distribution Platform for which the DPO has filled applicable details in Table 1 above.

(kkk) **"Piracy"** shall have such meaning as is set forth in Clause 18(a) of this Agreement.

(lll) **"Security Systems"** shall have such meaning as is set forth in Clause 18(a) of this Agreement.

(mmm) **"Subscriber[1]"** means a person who receives Broadcasting Services from a DPO at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting Services, shall constitute one Subscriber.

(nnn) **"SMS"** means a subscriber management system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.

(ooo) **"Subscribed Bouquet(s)"** means the Bouquet(s) of Channels subscribed by DPO and as is/are specifically identified by DPO by assigning tick marks (✓) against such Bouquet(s) of Channels in **Annexure F** attached to this Agreement.

(ppp) **"Subscribed Channel(s)"** means such channel(s) from amongst the Channels which has been subscribed by DPO under this Agreement on a-la-carte basis (by assigning tick marks (✓) against such Channel(s) in **Annexure F** attached to this Agreement) and/or as part of a Subscribed Bouquet.

(qqq) **"Subscriber Reports"** means the monthly reports to be provided by DPO to the Broadcaster in terms of Clause 14 of this Agreement.

(rrr) **"Subscriber Report Due Date"** shall have such meaning as is set forth in Clause 14(b) of this Agreement.

(sss) **"Technical Specifications"** means the technical specifications set forth in **Annexure** Hto the Agreement and to **which**, the DPO's STBs, CAS and SMS of DPO's Permitted Digital Distribution Platform must comply with.

(ttt) **"Territory"** means such areas where the DPO has been granted license by the MIB to operate which are listed in **Annexure A** attached to this Agreement.

(uuu) **"Term"** shall mean the period specified in Clause 22 of this Agreement.

(vvv) **"TDSAT"** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.

(www) **"TPO"** shall have such meaning as TPO is set forth in Clause 13 of this Agreement.

(xxx) **"TRAI"** means the Telecom Regulatory Authority of India.

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[1] **The definition of Subscriber is without prejudice to the rights and contentions of the Broadcaster and would be subject to revision depending upon the orders/direction as may be finally passed in the Civil Appeal no. 3728 of 2015 before Hon'ble Supreme Court of India, Writ Petition (c) no. 5161 of 2014 and Writ Petition (c) no. 506 of 2016 before Hon'ble High Court of Delhi or any other matter to this subject.**

(yyy) **"Viewing Card" or "VC"** shall mean the smart card provided by the Broadcaster to the DPO to be used together with the IRD in order for the DPO to access and decode the signals of the respective Channels.

(zzz) **"Website"** means http://www.in10mediacom/

2. INTERPRETATION: In the interpretation of the Agreement, unless the context requires otherwise:

(a) headings herein are used for convenience only and shall not affect the construction of this Agreement;
(b) references to Annexure(s) are references to the annexure(s) to this Agreement;
(c) reference to the singular includes reference to plural and vice versa;
(d) reference to any gender includes a reference to all other genders;
(e) reference to a "month" is calendar month;
(f) reference to writing or written includes email (unless expressly provided otherwise), but excludes any form of communication sent using mobile text messaging services such as short messaging service, WhatSapp chat etc.
(g) the term "including" shall mean "including without limitation."

3. ACTIVE/AUTHORISED SUBSCRIBER:

(a) Active/Authorized Subscriber shall mean any subscriber of the DPO who receives the signals of the Channel(s) at a place indicated by the DPO without further transmitting it to any other person and who does not cause the signals of the Channel(s) to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the signals of Channel(s), shall constitute an Authorized Subscriber.

(b) Subscriber for the purposes of calculation of the Broadcaster's Share of MRP means, for any calendar month, each Set Top Box, which is availing the Channel(s) through the DPO.

(c) DPO shall not be permitted nor shall be entitled to activate the STB/ provide signals of any Channel(s) to any such subscribers who have not submitted Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle the Broadcaster to disconnect its channels by giving written Notice for non-compliance to the DPO.

(d) Each Set Top Box in a household or unit in a multi-dwelling residential unit or at any other place other than a residential unit shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) STB authorized by the DPO to receive the Channels then every such connection(s) shall be considered as a separate and distinct "Subscriber" in all respect including for calculation of Subscription Fees. DPO shall maintain proper and accurate records of each and every connection and would furnish the details to the Broadcaster.

(e) It is hereby agreed and acknowledged by the Parties that this Agreement does not confer upon the DPO, right to distribute the Channels in any manner to any Commercial Subscriber. Each Set Top Box deployed by the Commercial Subscriber shall be treated as a separate Subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of the Channels.

4. REMOVAL OF CHANNEL

The Broadcaster reserves the right to remove any channel (**"Removed Channel"**) at any time during the Term, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to the DPO and / or add any new channel and to grant the distribution rights to the DPO in respect of the new channel.

Once a Channel becomes a removed Channel, the same shall cease to be made available by Broadcaster on A-la-carte basis and/or as part of Bouquet. In case of any Channel being discontinued by the broadcaster, effective MRP of the Subscribed Bouquet consisting such channel(s), would get adjusted by a factor of A-la-carte price of such discontinued channel(s) to the sum of A-la-carte prices of all channels forming part of that Subscribed Bouquet.

5. NON-EXCLUSIVE RIGHTS:

(a) On the basis of the representations, warranties and undertakings given by the DPO, and subject to DPO complying with all the terms and conditions as set out in this Agreement, the Broadcaster hereby grants non-exclusive. non- transferable, non-sub-licensable right to the DPO to receive signals of the Subscribed Channel(s)/Bouquets through Broadcaster's STB directly from designated satellites and retransmit signals of the Subscribed Channel(s) through DPO's Permitted Digital Distribution Platform to the Active Subscribers in the Territory *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)* in a secured and encrypted manner during the Term (both to be done at DPO's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement. DPO hereby accepts such grant of right and agrees and acknowledges to retransmit signals of the Subscribed Channel(s)/Bouquets to Active Subscribers in the Territory *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)* in a secured and encrypted manner during the Term (both to be done at DPO's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement.

(b) All rights not specifically and expressly granted to DPO under this Agreement are withheld and reserved hereunder by the Broadcaster. Without prejudice to the generality of the foregoing, the Parties agree that the rights granted to the DPO excludes any/all right to retransmit the Subscribed Channel(s)/Bouquets through any Digital Distribution Platform (other than the DPO's Permitted Digital Distribution Platform), analog/encrypted retransmission, internet or OTT or mobile and/or for any non- linear viewing (e.g. any form of VOD including but not limited to catch up, slide loading etc.); and/or reception on any device (such as personal computer) other than television sets; and/or retransmission using, any technology now available or which may become available in future. DPO understands and agrees that mere possession of the Broadcaster's STB and/or access to the signals of the Subscribed Channel(s)/Bouquets does not entitle the DPO to receive and/or retransmit the signals of the Subscribed Channel(s)/Bouquets and/or use the Broadcaster's STB in any other manner whatsoever, unless the DPO is in full compliance of the other terms and conditions of this Agreement pertaining to DPO's receipt and retransmission of the Subscribed Channel(s). DPO shall not record, duplicate, transmit by any means or otherwise use the Subscribed Channel(s) other than as specifically set out in this Agreement. DPO shall not store any content forming part of any of the Subscribed Channel(s) for any reason whatsoever, including for the purpose of offering/providing free TV, interactive TV or online services. Use of DVR and PVR functionality by Subscribers may be allowed provided that no automatic advertisement skipping or store and forward functionality is permitted. DPO can provide recorder facility to Subscribers in accordance with the Interconnection Regulations, provided use of such recorder is regulated by agreement between DPO and Subscriber and is strictly only for non- commercial and private viewing by the Subscriber.

(c) Grant of the aforementioned rights is subject to DPO submitting to the Broadcaster, a certified copy of a valid certificate of registration applicable to DPO's Permitted Digital Distribution Platform as laid down under the Cable Television Network (Regulation) Act of 1995, read with the Cable Television Network Rules, 1994 and / or any other applicable law as amended from time to time; and a copy of other statutory licenses/permissions, that may be required under the applicable laws, in connection with the ownership and operation by DPO of the Permitted Digital Distribution Platform.

(d) Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by the Broadcaster to the DPO under this Agreement shall exclude time shifting of the programming of the Channels, multiplexing of the Channels, Pay Per View (PPV) Video On Demand (VOD) or Near Video On Demand (NVoD) rights and the Broadcaster reserves all such rights. The DPO shall not store any content of the Broadcaster satellite television channels for any reason whatsoever, save and except for compliance recording.

6. PAYMENT TERMS:

(a) DPO shall provide to the Broadcaster the Subscriber Report for the applicable month, or part thereof, in the manner set forth in Clause 14 of this Agreement on or before the applicable Subscriber Report Due Date.

(b) The Broadcaster shall raise monthly invoices on the DPO, towards the Broadcaster's Share of MRP under this Agreement. Accordingly, the Broadcaster, shall raise monthly invoices towards Broadcaster's Share of MRP of a particular month, or part thereof (together with applicable taxes, levies and cess) post receipt of the Subscriber Report for such month, or part thereof, from DPO. In case DPO fails to send the Subscriber Report for the applicable month, or part thereof, within the applicable Subscriber Report Due Date, the Broadcaster shall have the right to raise a provisional invoice on DPO for the month for which the Subscriber Report has not been furnished by DPO. DPO agrees and acknowledges that the provisional invoice towards Broadcaster's Share of MRP shall be of such amount as shall be increased by 10% of the amount mentioned in the invoice raised on DPO towards Broadcaster's Share of MRP for the immediately preceding month. On receipt of the Subscriber Reportfor such month *(i.e., the month for which provisional invoice was raised)* from DPO, but no later than three (3) months from the Subscriber Report Due Date for such month *(i.e., the month for which provisional invoice was raised)*, the Parties would conduct reconciliation between the provisional invoice raised by the Broadcaster and the Subscriber Report for such month furnished by DPO. In the event DPO fails to complete such reconciliation as set out herein above, it shall be deemed as breach of this Agreement and Broadcaster shall have the liberty to terminate this Agreement and/or disconnect/ deactivate signals ofthe Subscribed Channels in term of Clause 23 of this Agreement. This shall be without prejudice to any other rights and/or remedies which Broadcaster may have under the Applicable laws.

(c) DPO shall be required to make payment of the applicable invoiced amount to the following bank account only, *unless intimated otherwise in writing by Broadcaster,* towards discharge of its payment obligation of Broadcaster's Share of MRP withinten (10) days of receipt of such invoice from the Broadcaster ("**Payment Due Date**"). No cash payments shall be madeby DPO towards any payments/dues whatsoever.

Bank Name – Kotak Mahindra Bank
Bank Address - 5c/Li, Ground Floor, Mittal Court, Mumbai – 400021
MICR Code – 400485002
IFSC Code – KKBK0000958
Bank Account No.- 6611511348
Type of Account – Current
Name of Account Holder – IN10 Media Pvt. Ltd. (formerly known as Epic Television Networks Private Limited)
Swift Code - KKBKINBBCPC

(d) All applicable taxes/cess shall be in addition to the subscription fee and shall be borne by DPO.

(e) The DPO understands and acknowledges that non-receipt of physical or as the case may be, a digital copy of dispatched invoices from the Broadcaster shall not relieve the DPO from its obligation to make the payments of the Broadcaster's Share of MRP within the Payment Due Date. DPO shall promptly notify the Broadcaster in case the DPO does not receive the applicable invoice on or before ten (10th) day of the applicable month. The invoice shall be deemed to be delivered to DPO if no such notification is received from DPO.

(f) In the event of any discrepancy(ies) observed by DPO in the invoice, then the same shall be notified by DPO to Broadcaster, within seven (7) days from the date of receipt of such invoice. In the event DPO fails to notify any discrepancy(ies) in the invoice within the referred time-line, then such invoice shall be deemed to have been accepted by DPO and DPO shall be liable to make payment towards the invoiced amount on or before the Payment Due Date without any demur.

(g) Failure of DPO to make payment of Broadcaster's Share of MRP by the applicable Payment Due Date shall attract interest at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess and shall constitute a material breach hereunder. The imposition and collection of interest on late payments does not constitute a waiver of DPO's obligationto make applicable payment(s) by the applicable Payment Due Date, and Broadcaster, shall retain all other rights and remedies available to Broadcaster under the Agreement and/or Applicable Laws.

(h) For the sake of clarity, if under applicable Indian tax laws, any payments under this Agreement by DPO to Broadcaster, are subject to the deduction of withholding taxes, then the DPO shall (i) deduct/withhold the applicable withholding tax amount in the name of Broadcaster whose PAN number is AACCE8943K, (ii) remit/deposit such deducted withholding tax amount to

the applicable Indian tax authority in the name of Broadcaster within the due dates prescribed under the applicable Indian tax law and (iii) within the applicable statutory period, as per the applicable Indian tax law, deliver all documents to the Broadcaster evidencing such statutory deductions and remittance of the deducted/withheld amount in the name of Broadcaster to the applicable Indian tax authority. Failure of DPO to provide the required documents evidencing remittance/deposit of deducted withholding tax to applicable tax authorities within the stipulated period prescribed by such authorities, shall be deemed as non-payment of Broadcaster's share in MRP in terms of this Agreement.

(i) Except as stated in Clause 6(g) of this Agreement, DPO shall have no right to withhold or claim adjustment/set off Broadcaster's Share of MRP under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscriber, counterclaim against Broadcaster or otherwise, or claims under any other agreement, etc.).

(j) At the time of making payment, DPO should specify the invoice number against which such payment is being made by DPO, failing which, Broadcaster shall be entitled to allocate the payment received from DPO on First-In-First-Out (FIFO) basis and DPO shall accept such allocation without any demur.

(k) The DPO is aware that Goods and Service Tax (GST) may be implemented by the Government at any time during the Term of the Agreement. In view thereof, the DPO hereby specifically agrees and acknowledges that with effect from the date of implementation of GST, those provisions of this Agreement which get impacted by GST shall be applicably modified to give effect to the essence of GST. In such regard, if an amendment/addendum is required to be executed to this Agreement, then the DPO shall execute such amendment/addendum without demur. If any Tax rates are increased or decreased, or any new tax is introduced or an existing Tax is abolished, or any change in interpretation or application of any tax occurs in the course of performance of this Agreement ("New Taxes"), which was or will be assessed on the Broadcaster, such New Taxes shall be to the account of and be solely borne by the DPO; Provided however, if the Broadcaster has paid any of the "New Taxes", DPO shall within seven (7) days of receipt of Broadcaster's Invoice or other document, reimburse the same to the Broadcaster.

(l) Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases.

(m) DPO hereby agrees it shall throughout the term of this Agreement shall maintain such GST rating as agreed between the parties. The Broadcaster shall be entitled without prejudice to any other accrued rights it may have to terminate this Agreement forthwith, if such rating falls below the agreed rating.

(n) DPO shall ensure compliance to all applicable tax or fiscal laws and rules and regulations including, without limitation, issuing invoice or debit note or a credit note as the case may be, with all necessary details as mandated by the relevant statute in force, including but not limited to payment of taxes and filing related compliances and raising such Invoice/debit note/credit note quoting the correct GST Registration of Broadcaster. DPO understands and agrees that, it shall charge the applicable GST in the invoice it submits to Broadcaster. Broadcaster shall not be obliged to pay at a later point in time, any additional GST Amount to the DPO which is not so explicitly mentioned in such DPO;s Invoice. No such a mode like a separate debit note or any other document is acceptable to pass on taxes to Broadcaster at any later point in time. In any case, where the GST tax authorities recover any tax from the DPO at any point in time, Broadcaster is not obliged to pay such taxes to the DPO.

(o) DPO agrees that if any creditable taxes such as SGST, CGST, IGST, UTGST etc. are paid by Broadcaster to DPO but are not allowed as credit to Broadcaster, then the same shall be recoverable by Broadcaster (through Authorized Representative) from DPO along with interest and penalties.

(p) All payments made by the Broadcaster to the DPO hereunder shall be subject to and reduced by all applicable tax withholdings and deductions required by applicable laws including, without limitation, income tax deduction at source required under Chapter XVII-B of the Income-Tax Act, 1961 ("IT Act"). Whenever the Broadcaster requires, the DPO shall provide, the relevant certificate under Section 201 of the IT Act, confirming that the amounts paid by DBIL have been considered by the DPO as part of its total income in that relevant financial year.

7. SUSPENSION OF RIGHTS:

Subject to any applicable laws, the Broadcaster shall have the right to suspend delivery of the Channels to the DPO after giving twenty-one (21) days' notice in terms of the Applicable Law, in the event of:

i. a material breach related to payment of Broadcaster's Share of MRP if the same is not paid by the DPO by the Payment Due Date;
ii. a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or
iii. a material breach related to non-submission of Subscriber Report.
iv. a material breach not related to anti-piracy/ non-payment of Broadcaster's Share of MRP /non-submission of subscriber report, if such breach is not cured within the initial ten (10) day notice period.

8. RENEWAL OF THE AGREEMENT:

a. The parties shall start the process for renewal of the agreement at least sixty (60) days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, the Broadcaster shall not make available Channel/s to the DPO on the expiry of the existing Interconnection Agreement.

Provided further that the DPO shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its Platform: the date of expiry of this Agreement and the date of disconnection of signals of Channel(s) in event of its failure to enter into new Interconnection Agreement.

9. REVISION OF RATES/BROADCASTER'S SHARE OF MRP:

(a) The Broadcaster's Share of MRP payable by the DPO to the Broadcaster shall automatically be revised if during the Term a revision of the A-La-Carte rates and/or Bouquet rates mentioned in **Annexure F** to this Agreement to that extent shall be deemed to be modified, varied, altered and amended if during the Term a revision of the rate (**"Tariff"**) of the Channel is brought about pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi-judicial or judicial authority and such revised Tariff shall apply from the date such revision is notified by such authority; and/or

(b) The Broadcaster reserves the right to revise the Broadcaster's Share of MRP if during the Term the Broadcaster introduces new pay channel(s) and such is subscribed by the DPO.

(c) Broadcaster reserves the right to revise the Broadcaster's Share of MRP if during the Term the Broadcaster at its sole discretion, believes that:

i. There is any variation in the Subscriber Base of the DPO; and/or
ii. The DPO has suppressed the correct number of Subscribers and/or Local Cable Operators at the time of execution of the Agreement; and/or
iii. There is an increase/decrease in the Subscribers and/or Local Cable Operators.

10. RELATIVE POSITIONING / LOGICAL CHANNEL NUMBERING (" LCN") / ELECTRONIC PROGRAMMING GUIDE ("EPG") :

(a) DPO agrees and undertakes to the Broadcaster that while determining the relative positioning of the Subscribed Channel(s) and their LCN positing/displaying on the EPG of DPO's Permitted Digital Distribution Platform *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)*, DPO shall ensure that LCN positioning of all television channels of same language within the same genre/sub-genre shall appear together consecutively in the EPG of DPO's Permitted Digital Distribution Platform and shall appear at one place only.

(b) Each Subscribed Channel and its programming schedule shall be prominently featured in the order of their LCN on the EPG of DPO's Permitted Digital Distribution Platform.

(c) The DPO hereby undertakes that LCN once assigned to a Subscribed Channel(s) shall not be changed by DPO for a period of at least one (1) year from the date of such assignment of LCN, unless the Broadcaster changes the genre of the Subscribed Channel(s), in which case, the Subscribed Channel(s) shall be then placed by DPO at such LCN which is as per the new genre of the Subscribed Channel(s).

(d) If DPO has or creates an EPG, or a printed programming guide for distribution to its Subscribers (a copy of which shall be sent to the Broadcaster simultaneously with mailings to Subscribers), the programming schedule of each of the Channel(s) shall be prominently featured in them in the order of the EPGN for each of the Channel(s).

(e) The DPO shall display, in the EPG of its Platform, all the channels offered on its Platform in the same genre in which a particular channel has been indicated by the Broadcaster and any such channel shall appear only in one genre. The EPGNs for the Subscribed Channel(s) shall not be changed for the Term, subject to Applicable Laws.

(f) The DPO shall offer all contributory language feeds for the Channel(s) to every Subscriber entitled to access that Channel(s).

(g) The Broadcaster will declare the genre of its channels as per the Regulations based on the channels launched from time to time. It shall be mandatory for the DPO to place the Channel(s) in the electronic programme guide, in such a way that the Channelsof same genre, as declared by the Broadcaster, are placed together consecutively and one channel shall appear at one place only: Provided that no Channels shall be disadvantaged or otherwise treated less favorably by the DPO with respect to competing channels on a genre basis of same language within the same genre shall appear together consecutively in the electronic programme guide.

(h) Provided further that it shall be permissible to the DPO to place a channel under sub- genre within the genre declared for the channel by the broadcaster(s).

(i) In the event of alternation in the unique channel number the DPO shall take prior approval of TRAI as per the amended Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020 : Provided that the provision of this Clause shall not apply in case the channel becomes unavailable on the distribution network.

(j) Provided further that if the Broadcaster changes the genre or language of a Channel then the channel number assigned to that particular Channel shall be changed to place such Channel together with the channels of new genre or language in the electronic program guide

(k) Electronic Program Guide (EPG) wherein the channels being carried on a DPO's network can be arranged in a simple and easy to understand manner so that the subscriber can easily go through this guide and select the channel of choice instead of flipping through all the channels.

(l) During the entire duration of the term, the EPG of DPO shall always contain the MRP of the Channel and the information of the programs being shown on all C hannels in a manner approved by the Broadcaster without any cost or fee to the Broadcaster. DPO shall provide the format in which the said information regarding all the channels shall be furnished by the Broadcaster.

11. <u>INCENTIVE PLAN:</u>

(a) The Broadcaster, is presently offering the following two (2) Incentive Plans, which are detailed in **<u>Annexure D</u>** (i) Incentive Plan on a-la-carte MRP of Specified Channels respectively. The above-mentioned Incentive Plans are governed by the conditions detailed in the applicable Annexure and are mutually exclusive. For clarity, the provisions of Incentive Plan on MRP of a- la-carte Channels cannot be combined with the provisions of the Incentive Plan on MRP of Subscribed Bouquet(s).

(b) Basis DPO's choice of the Incentive Plan(s) *(as indicated by the DPO by assigning tick marks* (✓) *against such Incentive Plan(s) in the applicable Annexure)*, the DPO has to mandatorily comply in full with the respective compliances set forth in this Agreement which are necessary to be complied with for enabling DPO to reap benefits under such Incentive Plan, failing which, the DPO shall not be entitled to receive any discount(s) under the chosen Incentive Plan(s) and the DPO shall be required to pay the applicable Broadcaster's Share of MRP in full without any discount and treatment as provided in Clause 9 shall be applicable.

(c) Subject to DPO: (i) mandatorily complying in full with the respective compliances set forth for the chosen Incentive Plan(s); and (ii) furnishing Entitlement Reports to Broadcaster (through Authorized Representative) by sending the same at the concern person's E-mail Id as mentioned herein above to this Agreement, the DPO shall be entitled to receive incentive(s) under the chosen Incentive Plan(s)..

(d) If the DPO has opted for Incentive Plan(s), then the same shall remain applicable for the Term, unless agreed otherwise in writing between the Parties and computation of applicable incentive shall be subject to the applicable terms and conditions of the applicable Incentive Plan(s).

(e) If the DPO has opted for the Incentive Plan(s), then within 7 days from the end of each applicable month, Affilitate shall submit the Entitlement Report to Authorized Representative (for and on behalf of the Broadcaster.) if upon evaluation of the Entitlement Report, Broadcaster (through Authorized Representative) determines that DPO has become eligible for obtaining the applicable incentive, the Broadcaster (through Authorized Representative) shall inform Affiliate in writing (emails permitted) the applicable incentive value for which DPO shall need to raise invoice on the Broadcaster ("Eligible Incentive Value"). Within 3 days of DPO's receipt of the written communication from Broadcaster (through Authorized Representative), DPO shall raise tax complaint and duly signed invoice on Broadcaster (through Authorized Representative) for the Eligible Incentive Value.

12. <u>CONSEQUENCES OF DPO'S BREACH OF APPLICABLE TERMS AND CONDITIONS FOR OBTAINING INCENTIVE(S) UNDER THE APPLICABLE INCENTIVE PLAN:</u>

The DPO hereby specifically understands and agrees that if it comes to the notice of Broadcaster, that DPO is not in compliance of the applicable terms and conditions which would have entitled DPO to obtain discount(s) under the chosen Incentive Plan(s), then Broadcaster, shall have the right to *either*:

(a) raise a debit note on DPO for such amount as shall be equivalent to the amount of discount that was received by the DPO under the chosen Incentive Plan for the relevant month(s) of breach;

Or, at the discretion of Broadcaster

(b) increase the monthly invoice for the subsequent month(s) by such amount as shall be equivalent to the amount of discount that was received by DPO under the identified/chosen Incentive Plan for the relevant month(s) of breach.

13. <u>MERGER/ACQUISITION:</u>

(a) If DPO merges with, acquires, takes over a third-party operator operating a Digital Distribution Platform similar to DPO's Permitted Digital Distribution Platform in the Territory ("**TPO**"), then DPO shall take written approval from Broadcaster, prior to DPO commencing retransmission of signals of the Subscribed Channel(s) on the Digital Distribution Platform of the TPO. Further, signals of the Subscribed Channel(s) shall be retransmitted to the Subscribers of such TPO's Digital Distribution Platform upon DPO or the merged entity forming out of such merger/acquisition/take over ("**Merged Entity**") entering into an interconnection agreement with Broadcaster, for retransmission of signals of the Subscribed Channel(s) to such Subscribers. For the sake of clarity, DPO shall continue to pay the Broadcaster's share of MRP under this Agreement in the manner contemplated herein.

(b) It is expressly agreed by DPO that this Agreement does not cover retransmission of Subscribed Channel(s) to any new Digital Distribution Platform for which license for operation is obtained by DPO from the applicable statutory authority, either

independently or jointly with any other entity ("**New Digital Distribution Platform Service**"). If DPO is desirous of retransmission of signals of the Subscribed Channel(s) to such New Digital Distribution Platform Service, DPO shall provide 60 (sixty) days' prior written notice to Broadcaster, and Broadcaster shall provide signals of the Subscribed Channel(s) to the New Digital Distribution Platform Service in accordance with Applicable Laws. It is specifically agreed that the commercial terms for retransmission to such New Digital Distribution Platform Service shall be in addition to Broadcaster's share of MRP currently payable by DPO in terms of this Agreement.

14. SUBSCRIBER REPORTS:

(a) DPO shall maintain at its own expense a SMS which should be fully integrated with the CAS, capable of a minimum.

i. maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
iii. handling all ongoing administrative functions in relation to Subscribers including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
iv. administering payments of any fees from time to time payable to the DPO's authorized agents for the sale to the Subscribers;
v. obtaining and distributing STBs and STB VCs, if applicable, to Subscribers and issuing replacement ones from time to time at its discretion; and
vi. Enabling new Subscribers via the SMS over-the-air addressing system and discontinue the subscription of such defaulting Subscribers from time to time at its discretion.

(b) For each month of the Term, or part thereof, DPO shall mandatorily provide to the Broadcaster, the duly complete and accurate Subscriber Report for each head end/installation address or earth station (as the case may be) and each State/Union Territory within the Territory, in such format as is set forth in **Annexure I**attached to this Agreement, within seven (7) days from the end of such month **("Subscriber Report Due Date").** DPO acknowledges and agrees that the Broadcaster, seek such further / other information as may be reasonably required inter alia to monitor DPO's compliance with stipulations of this Agreement. Such information may relate to furnishing of additional city/area wise reports.

(c) If any Broadcaster's Subscriber has opted for more than one connection/DPO's STB, then all such additional connections/DPO's STBs must feature in the Subscriber Report.

(d) Each Subscriber Report shall be signed and attested by an officer of DPO of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.

(e) Within seven (7) days from the date of signing of the Agreement, DPO shall provide to Broadcaster, the duly completeand accurate data pertaining to (i) monthly per subscriber distributor retail price (DRP) (excluding taxes) of each of the Subscribed A-LA-Carte channels and Subscribed Bouquet(s) offered by DPO; and (ii) composition of each Package offered by DPO which comprises of any of the Subscribed A-LA-Carte channels and Subscribed Bouquet(s), along with the monthly persubscriber DRP (excluding taxes) of such Package. In case DPO intends to make any change in the information furnished by DPO in term of this Clause, then any/all such change(s) shall be communicated by DPO in writing to the Broadcaster within three (3) days of DPO implementing such change.

(f) The DPO shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable Broadcaster, to verify and ascertain (i) the veracity of the Subscriber Reports supplied by DPO pursuant to this Clause and
(ii) DPO's compliance with its anti-piracy obligations as set out in this Agreement.

15. AUDIT:

(a) The DPO agrees and undertakes to conduct audit of its SMS, CAS and other related systems/digital equipment, deployed/installed by DPO at each head-end across various locations (if applicable), by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by M/s Broadcast Engineering Consultant India Limited ("**BECIL**"), once during each calendar year of the Term, to verify that the monthly Subscriber Reports provided by DPO to Broadcaster, are complete, true and correct and issue an audit report to this effect to Broadcaster. Provided there shall be a gap of at-least six months between the audits of two consecutive calendar years. Further the DPO agrees that it shall not maintain a gap of more than 18 (eighteen) months between audits of two consecutive calendar years. DPO acknowledges that in case it fails to cause audit as specified in this clause, then DPO, without prejudice to the other rights and remedies available to Broadcaster under Applicable Laws, shall also be liable to pay financial disincentive as stipulated under the Interconnection Regulations.

(b) The DPO agrees and acknowledges that if audit reveals any variation in the number of Broadcaster's Subscribers/Average Broadcaster's Subscriber Base reported by DPO to Broadcaster, then in such an event, DPO agrees to pay to the Broadcaster, an amount equivalent to the short- payment made by DPO towards Broadcaster's Share of MRP. DPO shall pay such short-payment amount, along with interest computed at the rate of 18% (eighteen percent) per annum, plus applicable taxes, levies and cess, within ten (10) days of receiving notice of shortfall.

(c) In the event the Broadcaster is not satisfied with the audit report provided by DPO in terms of Clause 15(a) above or if in the opinion of Broadcaster the Permitted Digital Distribution Platform of DPO does not meet requirement(s) specified under Schedule III of the Interconnect Regulations, Broadcaster, after communicating the reasons in writing to the DPO, may conduct audit of the SMS, CAS and other related systems of DPO's Permitted Digital Distribution Platform by an auditor accompanied by representatives of the Broadcaster to verify the information contained in Subscriber Reports provided by DPO to Broadcaster in terms of this Agreement. The broad scope of such audit is set out in **Annexure J** and also those specified in theTelecommunication (Broadcasting and Cable) Services Digital Addressable System Audit Manual dated 8th November, 2019 issued by TRAI ("**Audit Manual**"). The audit report to include the details of (a) procedure/process followed by the Operator during the audit along with the month on month reconciliation statement between SMS & CAS for each of the Subscribed Channels (both A- La-Carte and Bouquet of pay channels) etc.

(d) The DPO agrees and acknowledges that if such audit reveals that any additional amount is payable to Broadcaster, DPO shall pay such additional amount, along with interest computed at the rate of 18% (eighteen percent) per annum, plus applicable taxes, levies and cess, within ten (10) days of successful completion of audit. For the sake of clarity, if such amount (including with the computed interest component) exceeds the amount computed basis the Subscriber Report provided by DPO to Broadcaster by 2% (two percent) or more, DPO shall additionally bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future. Further, if such audit reveals that DPO's Permitted Digital Distribution Platform does not meet requirements specified under Schedule III of Interconnection Regulations, then Broadcaster may disconnect signals of the Subscribed Channels to DPO after giving 3 (three) weeks' written notice to DPO.

(e) The DPO shall remain the sole owner and holder of all customer databases compiled by DPO under the Agreement.

(f) DPO shall maintain at its own expense a SMS capable of, at a minimum:

i. maintaining a computerized customer database capable of recording adequate details of each Active Subscriber, including name, address, chosen method of payment and billing;
ii. administering subscriptions of Active Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
iii. handling all ongoing administrative functions in relation to Active Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
iv. administering payments of any commission fees from time to time payable to DPO's authorized agents for the
v. sale to Subscribers of programming packages;
vi. obtaining and distributing receivers and smartcards, if applicable, to Active Subscribers, and issue replacement smartcards from time to time in its discretion; and
vii. enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Active Subscribers from time to time in its discretion.

(g) DPO shall provide full cooperation to the auditors in order to carry out the audit including but not limited to granting necessary access required to DPO's facilities and systems including but not limited to SMS, CAS, IT systems, for successful audit and also provide documents as may be required by the auditors for successful audit. DPO shall have no objection to auditors carrying/using their own equipment's, systems including but not limited to laptop, software & hardware for conducting such audit and shall be provided with free ingress and egress from the premises where in such audit is conducted.

(h) The Broadcaster shall have the option at its sole discretion (in addition to the Broadcaster's other rights and remedies under Law or equity) to suspend delivery of the signals of the Channel ('Suspended Channel') and or to terminate this Agreement as per the provisions of this Agreement, in the event the DPO fails to make payment of the full amount of Broadcaster's share of MRP due along with late payment interest thereon and or fails to avoid recurrence of errors in reporting.

(i) DPO hereby specifically agrees and undertakes that, in event of a breach of this Agreement is observed/discovered during the audit exercise, then in addition to the provision of this Clause 15, the auditors shall also have a right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, as may be required to provide evidence of such breach/inconsistency, and to take such documents out of the premised of DPO without DPO raising any objections to auditor carrying such documents with the auditors.

16. BROADCASTER 'S STBS/EQUIPMENTS:

(a) Broadcaster shall at the request of DPO supply or cause to be supplied the Broadcaster's STBs to the DPO or has already supplied such Broadcaster's STBs directly or through suppliers nominated by it. The Broadcaster's STBs shall, at all times, remain the sole and exclusive property of the Broadcaster. **"Equipment"** means equipment comprising of digital satellite receivers with standard definition output including IRD together with associated VCs and remotes (where applicable) for each of the Subscribed Channel(s), details of which are set forth in **Annexure C** hereto, which enables the Operator to decrypt the encrypted signals of the Subscribed Channel(s).

(b) In the event the DPO ceases to operate its Permitted Digital Distribution Platform, the Broadcaster's STBs shall be returned to the Broadcaster. In case the Broadcaster's STBs are damaged due to negligence of the DPO, the Broadcaster, shall be authorized to recover the actual repair cost from the DPO and in the event the Broadcaster's STBs are beyond repair, the DPO shall be liable to pay to the Broadcaster the cost of such Broadcaster's STBs as on the date it was supplied to the DPO.

(c) The DPO undertakes that it shall install the Broadcaster's STBs at such installation address(es)/headend address(es) as is/are set forth in **Annexure G** attached to this Agreement. The DPO agrees and understands that if the DPO has more than one installation address for its Permitted Digital Distribution Platform, then DPO shall clearly specify each such installation address in a separate annexure *(to be marked as Annexure G1, G2 and so on and so forth)* in such format as is set forth in **Annexure G** and also provide Broadcaster's STBs details for each such installation address.

(d) In order to take back possession of the Broadcaster's STBs from DPO, DPO shall ensure that the personnel/ representative of the Broadcaster is allowed free and unobstructed access to the premises of DPO where the Broadcaster's STBs are installed, and DPO shall not interfere with such procedure.

(e) The DPO shall not use the Equipment for any other purpose at any point of time without the express prior written consent of the Broadcaster. The DPO undertakes not to pledge, charge, encumber or in any way part with the possession of the Broadcaster's STBs without prior written permission of the Broadcaster. Further, the DPO undertakes not to remove or shift or allow removing or shifting of the Broadcaster's STBs from the headend/installation address detailed in **Annexure G**and sub-Annexures thereto *(if applicable)* attached to this Agreement or allows anybody else to do the same, without prior written permission of the Broadcaster and shall indemnify the Broadcaster against any damage, destruction, theft or loss of the Broadcaster's STBs.

(f) DPO shall not, and ensure that any third party do not, under any circumstances, reverse engineer, tamper, decompile or disassemble Broadcaster's STBs or reproduce or allow the reproduction of any of the Broadcaster's STBs or the

technology included in them. DPO shall ensure that it uses the Broadcaster's STBs only in accordance with the Agreement at the installation address provided and shall not sell, exchange, transfer or tamper them in any manner whatsoever. DPO shall not move Broadcaster's STBs to some other address without prior written permission of Broadcaster on a case to case basis.

(g) The DPO undertakes to ensure that the Equipment provided by the Broadcaster to the DPO:

i. shall not be moved or shifted from the installation address, which shall be a secure location or DPO shall not allow anybody else to do the same without prior written permission of the Broadcaster and shall indemnify the Broadcaster against any damage, destruction, theft or loss of the Equipment. The DPO grants the Broadcaster the right at any time to enter the installation address to verify the presence of and to inspect and test the Equipment at the installation address. In the event an IRD and/or VC is missing, the Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover the IRD and/or VC. Further, in the event an IRD and/or VC is lost, misplaced, stolen or is in any manner alienated from the Operator's possession, the DPO shall immediately inform the Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of the IRD and/or VC including, but not limited to, legal action in a court of law. However, it is made abundantly clearthat all costs incurred or to be incurred for the recovery of the IRD and/or VC shall be borne solely by the DPO. In case the IRD and/or VC is not recovered, the Broadcaster shall be free to recover the costs of the IRD and/or VC from the DPO.

ii. shall not be opened, misused or tampered with including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom. In the event that the hologram seal affixed to the IRD is broken while the IRD is in the possession and control of the Operator, the Broadcaster may suspend the signals of the Subscribed Channel(s) (after complying with the Applicable Law(s)) without liability and such signals will be restored only at the Broadcaster's discretion and subject to the Operator paying a non-refundable reactivation fee of INR 5000/- (Rupees Five Thousand only) or higher as per the existing policies of the Broadcaster on each such suspension. The Operator acknowledges that the reactivation fee is not a penalty. Upon such IRD seal being broken, the Broadcaster may take back possession of the IRD. Further, the Broadcaster shall be free to recover the cost of such IRD from the Operator. The Operator agrees to use the IRD and/or VC only in accordance with the technical specifications established by the manufacturer of the IRD and/or VC for the installation and use of the IRDs and/or VCs.

(h) Additional Charges for the Equipment: In the event the DPO requests, the Broadcaster may, in terms of the applicable Broadcaster policy, supply or cause to supply the Equipment. At its discretion the Broadcaster may require the DPO to make the following payments against delivery of the Equipment:

i. Processing Fee: the Broadcaster may require the DPO to pay one-time non-refundable processing fee towards the Equipment for the Channel as per the Broadcaster policy.

ii. Courier/Taxes: The DPO shall pay the courier charges, octroi, taxes and other levies and transportation charges for the Equipment.

(i) The abovementioned charges shall be levied on a one-time basis during the Term of the Agreement and when any new channel is introduced by the Broadcaster and subscribed for by the DPO. It is expressly agreed between the Parties that if within one month of the request made, the DPO does not intimate broadcaster of the receipt or non-receipt of the Equipment, then it shall be deemed that the DPO has received the Equipment.

17. <u>OBLIGATIONS OF DPO:</u>

(a) DPO shall, at its own cost and expense, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels through its Permitted Digital Distribution Platform *(either directly or indirectly through the DPO's affiliated LCO, as the case may be)* to the Broadcaster's Subscribers in the Territory.

(b) Irrespective of DPO's collection of its invoiced monthly amounts from the Broadcaster's Subscribers in a timely manner,the DPO shall pay the Broadcaster's share of MRP to the Broadcaster within the Payment Due Date prescribed in this Agreement, unless the DPO has chosen the Incentive Plan for early Payment of Broadcaster's Share of MRP, in which case, DPO shall pay the Broadcaster's share of MRP to the Broadcaster within the applicable Payment Due Date as per such Incentive Plan.

(c) Subject to technical and operational feasibility, DPO or its affiliate LCO, as the case may be, shall provide the Subscribed Channels, on non-discriminatory basis, to every Subscriber/Active Subscriber making a request for the Subscribed Channel(s), within a period of seven (7) days from the date of receipt of such request by the DPO.

(d) DPO shall, in a non-discriminatory manner, ensure retransmission of such high-quality encrypted signals of the Subscribed Channels through DPO's Permitted Digital Distribution Platform to the Broadcaster's Subscribers as are equal to the signal quality of other channels retransmitted through DPO's Permitted Digital Distribution Platform to all Active Subscribers. In any event, the signal retransmission quality of the DPO's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.

(e) DPO shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Permitted Digital Distribution Platform and shall regularly provide to the Broadcaster with updated piracy reports.

(f) DPO shall ensure that none of the Subscribed Channels shall be disadvantaged or otherwise treated less favorably by DPO with respect to channels of other broadcasters on a genre basis.

(g) DPO shall obtain from the Broadcaster, and/or the appointed agencies *(as informed by the Broadcaster to DPO from time to time)*, the EPG/FPCs for the Subscribed Channels and the DPO shall ensure that such EPG/FPCs are displayed on the EPG of DPO's Permitted Digital Distribution Platform at all times during the Term.

(h) DPO agrees to provide to the Broadcaster, all required details in terms of the Customer Information Update Form, as is set forth in **Annexure O** of this Agreement.

(i) DPO agrees to abide by the applicable GST laws, rules and procedures and indemnifies Broadcaster from any claims and/or liabilities that may arise on account of DPO's violation of the applicable GST laws.

(j) The DPO shall not: (a) offer any Pay channel(s) from amongst the Subscribed Channel(s) as FTA Channel to the Subscribers; and (b) distribute the Channel(s) to any Commercial Subscribers in respect of which separate agreement(s) shall be executed between the Parties.

(k) Subject to compliance with Applicable Laws, the DPO may offer Bouquet of pay channels formed from pay channels of IN10 Media (Broadcaster) or other broadcasters and declare the DRP of such Bouquet. It is, however, clarified that the Operator shall not break Bouquet of pay channels subscribed from IN10 Media (Broadcaster) while forming its Package.

(l) DPO shall be responsible to reverse input tax credit claimed/availed on such invoices for which a credit note is issued by Broadcaster due to any change in the Broadcaster's Share of MRP.

(m) Prior to the DPO discontinuing retransmission of any Channel(s) because of such Channel(s)' subscriber base being less than the discontinuation threshold calculated as per Schedule VIII of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, in each of the immediately preceding 6 consecutive months, the DPO shall provide sixty (60) days' prior intimation to the Broadcaster along with all such supporting data which evidences DPO's claim of the Channel(s)'s lower subscriber base.

(n) DPO undertakes that it shall be solely responsible for dealings with Subscribers and shall be liable for any claims, actions, demands or proceedings by Subscribers arising out of the actions or omissions of the DPO. Nothing in this Agreement or the

contract(s) executed between Subscriber and DPO or the DPO's LCOs (if applicable) shall entitle the Subscribers to receive the Subscribed Channel(s) from Broadcaster or create any direct relationship between the Subscribers and the Broadcaster.

18. ANTI-PIRACY:

(a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any of the Subscribed Channels, in whole or in part ("**Piracy**"), the DPO shall, prior to the commencement of the Term and at all times during the Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") & security specifications as are set forth in **Annexure K** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by the Broadcaster. The Channel(s) must be delivered by DPO to Subscribers in a secured and encrypted manner and without any alteration, interruption, editing, interference or recording. Non-compliance of this condition by DPO shall constitute a breach of this Agreement and Broadcaster, shall be entitled to terminate this Agreement as per Applicable Laws. Subject to the terms and conditions of the Interconnection Regulations, DPO granting access to the Subscribed Channels to its Active Subscribers outside/beyond the Territory through the DPO's Permitted Digital Distribution Platform shall tantamount to the DPO allowing unauthorized access to the Subscribed Channel(s). With an aim to ensure that Subscribed Channel(s) are not distributed in an unauthorized manner, DPO shall ensure all LCN(s) are integrated with CAS and SMS and that no frequency and/or LCN(s) of the DPO's Permitted Digital Distribution Platform are kept free/left for any other use (including use by LCOs). Additionally, if it comes to the Broadcaster's knowledge (directly or through the Authorized Agent) that any Subscribed Channel(s) is being retransmitted through DPO's Permitted Digital Distribution Platform (directly or through an affiliated LCO(s) of the DPO) in the Territory on more than one (1) LCN, then the same shall bedeemed to be a breach of this Agreement.

(b) DPO shall provide on a month-on-month basis comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report.

(c) DPO shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Subscribed Channels distributed / transmitted through its Permitted Digital Distribution Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

(d) The DPO shall not authorize, cause or suffer any portion of any of the Subscribed Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the DPO in the manner set forthin this Agreement at the time the Subscribed Channel(s) are made available. If the DPO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any purpose, the DPO shall within ten (10) minutes of so becoming aware notify the Broadcaster and the DPO shall also forthwith deactivate the concerned DPO's STB to prevent such unauthorized use. However, use of an DPO's STB with personal video recorder (PVR)/digital video recorder (DVR) facility which has been supplied by the DPO shall not be treated as unauthorized use, as long as such DPO's STB is used in accordance with the terms and conditions of this Agreement. The DPO undertakes to ensure that content stored in PVR/DVR/external storage device should always be encrypted as a 'Copy Protect' feature and shall be encrypted and not play on any other device(s). For the purpose herein, the term 'Copy Protect' means such features which prevent reproduction of content/media and/or unauthorized copying and distribution of content/media. Cloud based PVR/DVR facilities are prohibited.

(e) If so instructed by Information (as defined below) by the Broadcaster, the DPO shall deactivate or de-authorize the transmission to any unauthorized Subscriber/Active Subscriber indulging in Piracy, within 10 minutes from the time it receives such Information from the Broadcaster. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through email and (ii) the information is sent by a person(s) who is designated to send such information. However, the Information may even be provided by the Broadcaster through other means of communications such as telephonic message, fax etc. and the said Information shall later be confirmed by the Broadcaster through email and the DPO shall be under obligation to act upon such information.

(f) The DPO shall, at its own expense, take all necessary steps to comply with obligations set forth in **Annexure K**. DPO undertakes to provide all such assistance to the Broadcaster, with respect to the Subscribed Channel(s), as may be reasonably required by the Broadcaster with respect to prevention of Piracy of the Subscribed Channel(s) in the Territory.

19. REPRESENTATION BY BOTH PARTIES:

(a) The Broadcaster represents to the DPO that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder. Similarly, the DPO represents to the Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) Either Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party.

(c) Either Party shall comply with the Applicable Laws *(including DPO's compliance with the provisions of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017)*. Either Party hereby represents, warrants, undertakes to the other Party and agrees that in performing its obligations or exercising its rights etc. under this Agreement, each Party and its respective employees shall not pay, offer or promise to pay or authorize the payment directly or indirectly of, any monies or anything of value to anygovernment official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with and in compliance of Prevention of Corruption Act, 1988, Indian Penal Code, 1860 including all applicable Indian laws.

20. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER:

(a) As on date of this Agreement, the Channels are registered in India with MIB and with any other authority as required under Applicable Laws.

(b) The distribution of the Channels is permitted in India and no court or tribunal or any other authority has passed an order forbidding the distribution of the Channels in India.

21. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF DPO:

The DPO represents, warrants and undertakes to the Broadcaster that:

(a) DPO has a valid and subsisting license from the applicable statutory authority which permits the DPO to operate its Permitted Digital Distribution Platform and DPO undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to the Broadcaster, as and when called upon to do so by the Broadcaster.

(b) As and when demanded by the Broadcaster, the DPO shall provide the following:-

i. CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure L**); and
ii. SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure M**).

(c) DPO shall be solely responsible for all equipment necessary to receive and exhibit signal of each Channel and for obtaining and adhering to all relevant governmental consents and authorizations that may be required respecting DPO's performanceof this Agreement. DPO's transmitting facilities shall be fully capable of individually addressing Active Subscribers on a channelby channel and decoder by decoder basis.

(d) In the event the DPO has chosen to obtain discounts in terms of the Incentive Plan, then the DPO represents that at the time of providing the Subscriber Report for each month of the Term, the DPO shall also provide data pertaining to the DPO's Active Subscriber Base during such month of the Term.

(e) The DPO's STBs, CAS and SMS shall comply with the Technical Specifications and DPO agrees that the DPO's STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs as set out in **Annexure H**.

(f) The DPO shall not retransmit the Subscribed Channels via any medium other than the DPO's Permitted Digital Distribution Platform identified by the DPO in this Agreement.

(g) The DPO shall provide the Subscriber Reports and pay Broadcaster's share of MRP, together with applicable taxes, within the specified time-lines.

(h) The DPO shall make available to the Broadcaster, every month, logs containing channel wise history of all the activations and de-activations of all the DPO's STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the DPO's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.

(i) The DPO shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.

(j) The DPO shall provide the Broadcaster, for anti-piracy monitoring of every Subscribed Channel/Package distributed/retransmitted by the DPO's Permitted Digital Distribution Platform, 10 (ten) DPO's STBs for which the Broadcaster shall pay applicable charges.

(k) The DPO shall not distribute the Subscribed Channels to any Commercial Subscribers.

(l) All applicable Execution Requirements, as listed in **Annexure N** of this Agreement, provided by DPO to the Broadcaster are correct.

(m) The DPO shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest industry standards in India, subject to the signals of the Subscribed Channels getting delivered to the DPO of a quality sufficient to permit the DPO to reasonably comply with such standards. DPO shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month without any interruption or deviation from the daily transmission schedule, and shall immediately notify the Broadcaster of any degradation to any of the Subscribed Channels' signals.

(n) The DPO shall ensure that EPG functionality, user interface and on-screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10 % of the television screen from bottom.

(o) The DPO shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except the DPO's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more that 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.

(p) The DPO undertakes to retransmit signals of the Subscribed Channels in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.

(q) The DPO undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s). The DPO further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify the Broadcaster, of any unauthorized copying, taping or use of any part of the Subscribed Channel(s) and shall fully cooperate with all requests by the Broadcaster, to take such steps as are reasonable and appropriateto cause such activities to cease. It is understood that this shall not apply to Broadcaster's Subscribers using DPO's STBs with PVR/DVR facilities in accordance with the provisions of this Agreement.

(r) The DPO shall ensure that EPG functionality, user interface and On Screen Display appears at the Subscriber's option provided such interface does not hamper the viewing experience of the Subscriber.

(s) The DPO shall not push content onto the DPO's STBs, there shall not be automatic advertisement skipping function and/or the DPO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).

(t) The DPO undertakes not to place the Subscribed Channel(s)/Bouquet(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.

(u) DPO further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscribed Channel(s) nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s).

(v) The DPO hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Subscribed Channel(s) on the DPO's STBs of the DPO's Permitted Digital Distribution Platform in any manner.

(w) DPO undertakes not to modify, misuse or tamper with the Broadcaster's STBs including the seal (paper seal to prevent opening of the Broadcaster's STB) or any signals emanating there from, in a manner that prevents the identification of the Broadcaster's STB number or interferes with the signals emanating there from.

(x) The DPO undertakes to keep the Broadcaster's STBs in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster, in the event of any mechanical/technical fault in the Broadcaster's STB.

(y) DPO understands and acknowledges that Broadcaster, shall have the right to run scroll(s) on its Channel(s) to provide such information to Subscribers as may be required by Broadcaster from time to time.

(z) Upon expiry/termination of the Agreement, the DPO undertakes to return the Broadcaster's STBs in good working condition to Broadcaster and pay to the Broadcaster, all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.

(aa) DPO undertakes that on reasonable prior notice to DPO, Broadcaster, reserves the right to encode and/or compress the signal of the Channel(s) and/or to change the satellite or transponders by which signal of the Channel(s) is/are delivered and/or the satellite or transponders from which DPO shall downlink signal of Channel(s) and/or to change or modify the technical standard of signal of Channel(s). Upon change in the designated satellite of the Subscribed Channel(s), the DPO undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense.

(bb) DPO undertakes that, Broadcaster may rename or re-brand Subscribed Channels or amend logos in any manner at its sole discretion.

(cc) The DPO undertakes to keep accurate and complete records and accounts of billings of the Active Subscribers and make such records available to the Broadcaster and/or its representatives for inspection upon reasonable notice.

(dd) The DPO represents that the DPO shall provide a list of Local Cable Operators together with its details to the Broadcaster and that the same are correct. The DPO undertakes to enter into a back to back agreement with the Local Cable Operators to ensure that the Local Cable Operators are in compliance with all the provisions of this Agreement. The DPO undertakes to promptly inform the Broadcaster in case of any change in number, names, addresses and details of the Local Cable Operators.

(ee) The DPO represents that it has a valid registration certificate in its name under the Cable Television Network (Regulation) Act, 1995 to retransmit satellite television channels through the Distribution System in the Area. The DPOs undertakes to keep such registration certificate valid and subsisting during the Term of this Agreement and provide a copy of the same to the Broadcaster as and when called upon to do so by the broadcaster.

(ff) The DPO shall promptly intimate the Broadcaster upon variation (i.e. increase or decrease) in the Subscriber Base.

(gg) The DPO undertakes to pay the Broadcaster's Share of MRP together with applicable taxes in a timely manner.

(hh) The DPO undertakes to obtain requisite licenses from copyright societies/music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.

22. <u>TERM & TERMINATION:</u>

(a) This Agreement be valid for a period of twelve (12) months, i.e., commencing from_____ unless terminated earlier in accordance terms of the other provisions of this Agreement (**"Term"**).

(b) The Parties understand and acknowledge that in case they fail to enter into new interconnection agreement before expiry of the Term, Broadcaster shall cease to provide signals of the Subscribed Channels to DPO upon expiry of the Term.

(c) In case DPO is not desirous of executing a new interconnection agreement upon expiry of the Term, DPO shall thirty (30) days prior to the date of expiry of the Term, inform the Active Subscribers through scrolls on the Subscribed Channels the date of expiry of the Agreement and the date of disconnection of signals of the Subscribed Channels.

(d) Either Party shall have the right to terminate this Agreement by giving 21 (twenty-one) days' written notice, as per Applicable Laws, to the other Party if such other Party is in breach of any of the terms and conditions of this Agreement and such other Party fails to rectify such breach within the referred 21 (twenty-one) days' notice period.

(e) Either Party has the right at its discretion to terminate this Agreement by a written notice to the other Party, subject to Applicable Laws, in the event of dissolution of the partnership *(if applicable)*, initiation of winding up/bankruptcy/ insolvency proceedings against the other Party or appointment of receiver over the assets of the other Party.

(f) Broadcaster shall have the right to terminate this Agreement by a written notice to DPO if Broadcaster discontinues the Subscribed Channel(s) with respect to all DPOs and provides DPO with a written notice as per Applicable Laws.

(g) Broadcaster shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to DPO and/or take any other action as may be appropriate, upon occurrence of any of the following:

i. if the registrations/licenses/permissions necessary for DPO to operate its Permitted Digital Distribution Platform is revoked;
ii. in the event of assignment of the Agreement by DPO without prior written approval of Broadcaster;
iii. if DPO voluntarily or by operation of law loses control of its Permitted Digital Distribution Platform (including but not limited to by entering into an agreement/arrangement with any third party for operational and/or administrative and/or funding purposes, etc.);
iv. if DPO is blacklisted in the GST portal and/or if the rating of DPO on the GST portal goes down below the generally acceptable GST rating;

v. in the event the Broadcaster (or the applicable channel owner) is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to DPO or limits DPO's right or authorization to distribute/retransmit the Subscribed Channels or in the event of any court order which prevents/restricts the Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to DPO under this Agreement.

vi. In case of bankruptcy or insolvency of the DPO;

vii. In case of dissolution of the partnership or winding up proceedings against the DPO; (iii) In the event of assignment of the Agreement by the DPO without prior written approval of the Broadcaster;

viii. If the DPO voluntarily or by operation of law loses control of the means to distribute the Channel in the Area;

ix. If the DPO in any manner jeopardizes or interferes with intellectual property rights referred to in Clause 24 below;

x. If the Equipment are removed from the Installation Address (detailed in the first page of

xi. this Agreement) without prior written consent of Broadcaster or is being used or intended to be used, at a place other than the Installation Address;

xii. If the DPO's registration under the Cable Television Networks (Regulation) Act, 1995 is suspended, cancelled, terminated and/or not renewed;

xiii. If the DPO is in breach of any of its representations, obligations, warranties contained in this Agreement and/or if the same are found to be untrue;

(h) DPO may terminate this Agreement on a 90 (ninety) days' prior written notice to Broadcaster, if DPO discontinues its Permitted Digital Distribution Platform.

(i) The Parties agree that if the Broadcaster's right to distribute any channel from amongst the Channels in India is revoked due to expiry/termination of agreement/arrangement between Broadcaster and the owner of such channel, then this Agreement with respect to such channel shall deemed to have been terminated.

(j) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

23. <u>CONSEQUENCES OF EXPIRY/TERMINATION:</u>

(a) Upon expiry/termination of the Agreement:

i. Broadcaster shall disconnect/deactivate signals of the Subscribed Channels; and

ii. The DPO shall return the Broadcaster's STBs in good working condition *(normal wear and tear accepted)*. In case the Broadcaster's STBs are damaged due to negligence of DPO, the Broadcaster, shall be authorized to recover the actual repair cost from DPO and in the event the Broadcaster's STBs are beyond repair, DPO shall be liable to pay to the Broadcaster,the cost of such Broadcaster's STBs as on the date it was supplied to the DPO.

(b) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession.

(c) DPO shall, within seven (7) days of the expiry/termination of the Agreement, pay to the Broadcaster, all outstanding payments and/or other sums (including but not limited to cost/ charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to the Broadcaster under the Agreement as on the date of expiry/termination, failing which, such outstanding amounts shall be payable together with interest at the rate of 18% per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstanding, along with applicable interest, in full.

(d) Those provisions of this Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

24. INTELLECTUAL PROPERTY RIGHTS:

(a) It is expressly agreed and understood that the DPO shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than the rights expressly provided in this Agreement.

(b) All Intellectual Property related to the Subscribed Channels shall belong exclusively to the channel owner/broadcaster of each Subscribed Channel or its respective affiliated companies or licensor. DPO shall not acquire any proprietary or other rights in the Intellectual Property to which the Broadcaster and/or any of the channel owner/broadcaster or their associates or subsidiaries assert proprietary or other rights, which may be notified to the DPO from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. DPO may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of Broadcaster. Marketing materials generated by the DPO may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels and/or the applicable channel owner/broadcaster. Such marketing materials shall require the prior written approval of Broadcaster and/or any of the channel owner/broadcaster. The DPO shall not acquire any proprietary or other rights over the Marks, and agrees not to use Marks without prior written consent of the Broadcaster and/or any of the channel owner/broadcaster. Unless notified to the contrary by the Broadcaster, in all trade references, advertising, and promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by Broadcaster and/or any of the channel owner/broadcaster. To the extent any of such rights are deemed to accrue to the DPO, the DPO agrees that such rights are the exclusive property of Broadcaster and/or any of the channel owner/broadcaster, as applicable. The Broadcaster and/or any of the channel owner/broadcaster reserves the right to inspect any such material at any time without prior notice. DPO shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of Broadcaster, resembles any of the Intellectual Property. DPO shall include appropriate copyright and other legal notices as the Broadcaster may require, and shall promptly call to the attention of the Broadcaster the use of any Intellectual Property or of any names or marks that resemble any Intellectual Property by any third party in India. DPO shall within 10 days after termination of this Agreement return to Broadcaster or, at the Broadcaster's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of the Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to the Broadcaster (or its designee) all interest in and to any graphic representation created byor for the DPO of any Intellectual Property. To the extent permissible by law, DPO hereby irrevocably appoints the Broadcaster as its lawful attorney-in-fact to carry out any legal action required to cancel any registration or application for registration obtained or made by the DPO for the Intellectual Property pertaining to Broadcaster/channel owner and the Subscribed Channels as mentioned herein or to cause all of the DPO's interest in such registrations or application to be transferred to the Broadcaster (or its designee), it being acknowledged that such power is a power coupled with an interest.

25. ADVERTISING AND PROMOTIONS:

(a) The Broadcaster grants to the DPO the non-exclusive right during the Term to use the Marks solely in connection with the marketing and promotion of the Subscribed Channel(s) and in a manner that has been pre-approved by the Broadcaster.

(b) DPO undertakes to give:

i. an equal amount of marketing support for the Subscribed Channels as it provides to other channel(s) of the same genre;
ii. similar treatment to all Subscribed Channels in all advertising material whereby Subscribed Channels' logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and opportunity to the Subscribed Channels to participate in events and promotions that DPO undertakes.

26. REGULATORY INTERVENTION:

In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of

Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder, such amendment to take effect from the date of such change. In the event that the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

27. MISCELLANEOUS:

(a) Confidentiality: The Parties shall keep in strict confidence any Confidential Information received by it from the other Party and shall not disclose the same to any person, not being a party to this Agreement. The Parties shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by any Party to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of the respective Party and the other Party shall not acquire any rights in the Confidential Information.

(b) Specific Performance: The parties agree that damages may not be an adequate remedy and the parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.

(c) Guarantee: The DPO shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this agreement and perform their obligations hereunder. The DPO guarantees the performance of the obligations of its affiliates, sub-operators and their affiliates under the terms of this agreement. Any breach or default of this clause will make the DPO liable for any such non-compliance and penal action thereto.

(d) Limitation of Liability:

i. The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the DPO or the operator or sub-operator shall entitle the Subscriber to receive the Channels from the Broadcaster or create any direct relationship between the Subscriber and the Broadcaster.

ii. the Broadcaster shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

iii. Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.

iv. Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

v. Without prejudice to the foregoing, the maximum aggregate liability of the Broadcaster for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Broadcaster's share of MRP that has actually been paid by the DPO to the Broadcaster, till the applicable date.

(e) Force Majeure: Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including any acts of God, earthquake, tides, storm, lightning, flood, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war or warlike situation and acts of a similar nature or satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the DPO/Broadcaster's Subscribers. In the event of a suspension of any obligation under this Clause, which extends beyond a period of one (1) month, the Party not affected may, at its option, elect to cancel those aspects of this Agreement.

(f) No Agency: Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of this Agreement or by Broadcaster's delivery of the Subscribed Channels to the DPO. This Agreement between the Broadcaster and the DPO is on principal to principal basis and is terminable in nature.

(g) No Waiver: The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

(h) Assignment:

i. Notwithstanding anything contained in the Agreement or by operation of law or otherwise, the DPO shall not have the right, without the prior written consent of the Broadcaster to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party.

ii. Broadcaster may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as the Broadcaster *vis-à-vis* the DPO.

(i) Indemnity and Third-Party Claims:

i. DPO shall without any limitations as to time period or amounts keep and hold Broadcaster and its affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any actual or alleged breach of any terms representations, warranties, guarantees and covenants of this Agreement or misrepresentation or fraud by DPO, its sub-operators or its affiliates..

ii. Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non- furnishing is due to failure of equipment, satellite action or natural calamity.

iii. Broadcaster makes no representation or warranty as to whether the Subscribed Channels or any of its content requires any governmental consent or approval for retransmission in the Territory through DPO's Permitted Digital Distribution Platform. DPO shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for distribution of the Subscribed Channel(s) through DPO's Permitted Digital Distribution Platform and maintaining those approvals, licenses and permissions throughout the Term. Further, the Broadcaster shall have no liability with respect to:

a. any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow the Broadcaster's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by the Broadcaster, in which event the Broadcaster shall not be under any obligation to provide DPO with any other Equipment;
b. any inaction, default or on the part of the DPO, its distributor or installer;
c. any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of the Broadcaster;
d. deactivation, disconnection, interruption of the Channels or termination of this Agreement by the Broadcaster in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of the non-payment of Broadcaster's Share of MRP by the DPO or on account of any other breach of this Agreement by the DPO); or
e. failure on the part of the DPO to maintain the licenses and approvals required under the applicable Law;

iv. This Clause shall survive termination of the Agreement.

(j) Notices: All notices given hereunder shall be given in writing, by personal delivery, e-mail, courier, Speed Post or Registered Post A.D., at the correspondence address of the DPO and the Broadcaster set forth in the Agreement, unless eitherparty, at any time or times, designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by *(i)* personal delivery shall be deemed to have been delivered on the same day on which the personal delivery takes place, *(ii)* e- mail shall be deemed to have been delivered on the same day on which the e-mail is sent, unless a delivery-failure notificationis received by the sender and *(iii)* courier or Speed Post or Registered Post A.D. shall be deemed to have been delivered on the 3rd (third) day from the date of dispatch of such courier or Speed Post or Registered Post, as applicable. All notices to Broadcaster shall *also* be addressed to the attention of "Head-Legal", IN10 Media Private Limited, (formerly known as Epic Television Networks Private Limited).

(k) Severability: If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

(l) Survival: Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of the DPO, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.

(m) Governing Law and Jurisdiction: The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.

(n) Counterpart: This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

_____ _____

For the Broadcaster For the DPO

(o) Special Overriding Condition: Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to the Broadcaster's challenge / right to challenge / impugn certain provisions of TRAI's notifications dated March 3, 2017, as amended. The Broadcaster reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI's notifications dated March 3, 2017, as amended.

(p) Entire Understanding/Modifications: This Agreement along with its Annexures contains the entire understanding between the Parties with respect to the Channels/Subscribed Channels herein. The Parties are executing this Agreement in acceptance of the mutually agreed contents of this Agreement, out of their own free will, consent and volition and without any sort of force, coercion or any undue influence. This Agreement shall become binding on the Parties and enforceable at law only aftercounter signature by Broadcaster. Upon execution, this Agreement shall supersede all prior understandings between the Parties with respect to retransmission of the Subscribed Channel(s) on DPO's Permitted Digital Distribution Platform in the Territory. Any modification, variation, alteration and amendment of the provisions of this Agreement shall become effective only once the same has been captured in writing and executed by and both Parties.

(q) Cumulative Rights and Remedies: except as otherwise specified in this agreement the rights and remedies of the parties under or pursuant to this agreement are cumulative, may be exercised as often as relevant party considers appropriate and are in addition to their respective rights and remedies under general law.

(r) Announcement: Neither Party shall make any announcement relating to this Agreement, any matter arising in respect of this Agreement or its relationship with the other Party, without the prior written consent of the other Party. The form and content of any such announcement shall be consented and agreed to by both Parties. The Parties also agree to keep all matters relating to this Agreement secret and confidential.

(s) Relationship between The Parties: Nothing in this Agreement will be construed as creating partnership, joint venture, agency or employment between the Parties. The Parties shall not be responsible for the acts or omissions of the other and neither Party shall have nor represent that it has any power/authority to speak for, represent, bind or assume any obligation on behalf of the other Party in any way without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the Agreement.

For IN10 Media Private Limited (formerly known as Epic Television Networks Private Limited)

Signature:_____

Name:_____

Title: _____

For [Name of the DPO]

Signature: _____

Name: _____

Title: Authorized Signatory

_____ _____

For the Broadcaster For the DPO

ANNEXURE A

TERRITORY

(a) "**Territory**" means such areas in India which are listed in Column B below:

Column A	Column B	Column C	Column D	Column E
Sr. No.	**Locality**	**Town / City**	**District**	**State / Union Territory**
1				

GST REGISTERED LOCATION(S)

(a) The DPO hereby requests IN10 Media Pvt. Ltd. (formerly known as Epic Television Networks Private Limited) to raise invoices on the DPO's multiple GST Registered Locations across India, the particulars of which are provided herein in Table 1 below:-

Table 1

Sr. No.	Customer name (MSO /DPO)	CRN No.	GST Registration Number in a State	Full Address for which this GST Registration is obtained	Proposed invoice value (post GST) or %age
	Total				100%

DPO hereby represents and warrants that for the purpose of GST Laws, each of the GST Registered Location of the Operator provided in Table 1 above, are respectively the locations that are the most directly concerned with the receipt of the Broadcaster's supply under this contract, each of such GST Registered Location is the 'recipient of supply', and liable to pay such invoice. If the DPO has multiple GST Registered Location(s), the payment of Broadcaster's Share of MRP, in full or part by the DPO to the Broadcaster is on behalf of each of such GST Registered Location(s) and shall be considered as payment made by each of such GST Registered Location(s) against the respective invoices. The Broadcaster is entitled to appropriate at its option, unless otherwise mentioned specifically to the contrary, any payment by the DPO to the oldest outstanding unpaid invoice amount by that DPO

For and On Behalf of the **DPO**

……

(Authorized Signatory)

Name of the Signatory Mr.

Date:- ……..

_____ _____

For the Broadcaster For the DPO

ANNEXURE B
Authorized Area (s)

Sr. No.	Name of the Operator	State	District	Authorized Areas
1				

Installation Address of CAS:
Installation Address of SMS:
Local headend/Installation Address(es) of Digital Satellite Receiver No. and VC No.:

Sr. No.	CRN	Name of the Cable Operator	Address(es)	Authorized Areas

For the Broadcaster

For the DPO

ANNEXURE C

EQUIPMENT DETAIL			
Channel(s)	Digital Satellite Receiver No.(IRD No.)	VC No.	Unique Identification No.
ISHARA			
EPIC			
GUBBARE			
FILAMCHI BHOJPURI			
SHOWBOX			
NAZARA			

_____ _____

For the Broadcaster For the DPO

ANNEXURE D

1. INCENTIVE PLAN ON A-LA-CARTE MRP OF CHANNELS

(a) DPO is desirous of availing the Incentive Plan on a-la-carte MRP of Channels: ✓ (assign tick (✓) to mark selectionof this Incentive Plan).

(b) In case DPO has indicated in Clause 1(a) above that it is desirous of availing this Incentive Plan, then the parameters for Incentive Plan on a-la-carte MRP of Channel(s) are set forth in this Annexure D and are subject to DPO fulfilling the conditions set out in this Annexure D.

2. Relative Positioning Incentive on a-la-carte MRP of Channels: Relative Positioning Incentive on MRP of Channels shall mean discount of 15% (fifteen percent) on the a-la-carte MRP of Channels, which shall be subject to DPO granting such relative position (on the EPG of DPO's Permitted Digital Distribution Platform) to Channel(s) vis-à-vis the Competing Channels in the manner as is set forth in Table A of this Annexure D.

TABLE A
Specified Channels, Genre and Relative Positioning Slabs

Sr. No.	Channel Name	Select / Checkbox	Genre (Sub-Genre)	Competing Channels	Slab
1.	ISHARA	☐	General Entertainment Channel (GEC)	Star Plus, Sony Entertainment, Colors,Star Bharat, & TV, Sab TV, Zee TV.	
2.	Epic	☐	Infotainment	Discovery, National Geographic, History TV18, Sony BBC Earth, NGC Wild Animal Planet, DiscoveryScience.	
3.	Gubbare	☐	Kids	Cartoon Network; Discovery Kids; Disney Channel; Disney Junior; Hungama TV; Super Hungama; Nick Jr. Nickelodeon; Pogo TV Sonic Nickelodeon; Sony Yay	
4.	Filamchi Bhojpuri	☐	Movies	Zee Biskope, Bhojpuri Cinema B4U Bhojpuri, Zee GANGA	
5.	ShowBox	☐	Music	9XM, Mastiii, B4U Music, 9X Jalwa, Zoom, MTV Beats	
6.	Nazara	☐	General Entertainment Channel (GEC)	Star Plus, Sony Entertainment, Colors,Star Bharat, & TV, Sab TV, Zee TV.	

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For the Broadcaster For the DPO

(a) DPO shall be considered eligible to avail the Relative Positioning Incentive on a-la-carte MRP of Channels in the event it satisfies the following two conditions:

(i) DPO shall place the Channel(s) at their respective defined Slab on the EPG of DPO's Permitted Digital Distribution Platform *(in terms of Table A above)*; and

(ii) DPO shall not disadvantage or otherwise treat less favorably any of the Channel(s) *vis-à-vis* their relevant Competing Channels (in terms of Table A above) and in this regard, DPO shall ensure that it places the applicable Channel(s) and their respective Competing Channels consecutively in the EPG and shall also allocate consecutive LCNs to the Channel(s) and their respective Competing Channels.

(b) If for any reason, DPO fails to adhere to all stipulations specified in Clause 2(a) above during a particular month of the Term, then the applicable Relative Positioning Incentive on a-la-carte MRP of Channels shall be withdrawn for such particular month.

3. **Relative Positioning Report for Channels**: At the time of submission of the Subscriber Report, DPO shall also provide Broadcaster, the relative positioning report for the Channels in the format as may be prescribed by the Broadcaster("**Relative Positioning Report for Channels**"). Additionally, if called upon to do so, DPO agrees to provide sufficient evidencein support of its claim for Relative Positioning Incentive on a-la-carte MRP for Channels.

4. **Subscriber Records, Access and Audit**: During Audit, the Broadcaster shall be entitled to access the records, SMS, CAS and related systems of the DPO in order to determine the correctness of the Relative Positioning Report for the Channels and evidence (if any) submitted by DPO in support of its claim for Relative Positioning Incentive on a-la-carte MRP of the Channels.

5. The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of this Incentive Plan at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Plan *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed /Suspended Channel, or (iii) in case of conversion of a channel from pay to FTA or vice- versa.

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For the Broadcaster For the DPO

ANNEXURE E

LIST OF CHANNELS

Sr. No.	Channel Name	Genre	Language	Nature of Channel	Assign (✓) against channel to mark selection
1.	**ISHARA**	GEC	Hindi	Pay	
2.	**EPIC**	Infotainment	Hindi	Pay	
3.	**GUBBARE**	Kids	Hindi	Pay	
4.	**FILAMCHI BHOJPURI**	Movies	Bhojpuri	Pay	
5.	**SHOWBOX**	Music	Hindi	Pay	
6.	**NAZARA**	GEC	Hindi	Pay	

*Certain channels may have additional language feeds which may be continued / discontinued / replaced / Substituted from time to time without any obligations towards the DPO.

_____ _____

For the Broadcaster For the DPO

ANNEXURE F

(I) A-LA-CARTE MRP OF CHANNELS

Assign (✓) against channel to mark selection	Channel Name	Genre	MRP per subscriber per month (in Rs.)	Nature of the Channel
	ISHARA	GEC	₹ 5.00/-	Pay
	EPIC	Infotainment	₹ 5.00/-	Pay
	GUBBARE	Kids	₹ 3.00/-	Pay
	FILAMCHI BHOJPURI	Movies (Bhojpuri)	₹ 0.25/-	Pay
	SHOWBOX	Music	₹ 0.10/-	Pay
	NAZARA	GEC	₹ 0.15/-	Pay

Note: 1. Distribution fee is 20% of MRP of subscribed channel / Bouquet. 2. IN10 Media Private Ltd. (Broadcaster) reserves the right to revise the MRP and/or nature of the A-La-Carte Channels, subject to compliance with the Applicable Laws. 3. IN10 Media Private Ltd. (Broadcaster) reserves the right to offer promotion schemes on the Maximum Retail Price of A-La Carte pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time. 4. There is no revision in MRP of above mentioned A-La-Carte pay channels: - Reference to sub-clause 3(b) to THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHT) (ADDRESSABLE SYSTEMS) TARIFF (SECOND AMENDMENT) ORDER, 2020 (No. 1 of 2020) vide TRAI Notification - F. No.21-01/2019 – B&CS dated 01st January, 2020

(II) BOUQUET OF CHANNELS ALONG WITH MRP

Assign (✓) against Bouquet to mark selection	Bouquet Name	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)
	IN10 VALUE PACK	ISHARA	₹ 9.00/-
		EPIC	
		GUBBARE	
		FILAMCHI BHOJPURI	
		SHOWBOX	
		NAZARA	

Note: 5. Distribution fee is 20% of MRP of subscribed channel / Bouquet. 6. IN10 Media Private Ltd. (Broadcaster) reserves the right to revise the MRP of Bouquet of pay channels, subject to compliance with the Applicable Laws. 7. IN10 Media Private Ltd. (Broadcaster) reserves the right to offer promotion schemes on the Bouquet of pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time. The prices of the A-La-Carte pay channel(s) offered under such promotional scheme shall be considered as maximum retail price(s) during the period of such promotional scheme. 8. The MRP of above mentioned Bouquet of pay channels is effective from 01st April, 2020. The MRP of above mentioned Bouquet of pay channels is with reference to sub-clause 3(b) to THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHT) (ADDRESSABLE SYSTEMS) TARIFF (SECOND AMENDMENT) ORDER, 2020 (No. 1 of 2020) vide TRAI Notification - F. No.21- 01/2019 – B&CS dated 01st January, 2020.

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For the Broadcaster For the DPO

ANNEXURE G

[Note: Please incorporate similar Annexures and mark them as Annexure G1, Annexure G2 and so on and so forth (as applicable) for each headend of the DPO's Permitted Digital Distribution Platform]

(a) Headend/installation address of Broadcaster's STBs and CAS and SMS of the DPO's Permitted Digital Distribution Platform:

_____

City / Town: _____

District: _____

State / Union Territory: _____

PIN Code: _____

(b) Details of Broadcaster's STBs installed at the headend/installation address (*Details to be filled in only for the Subscribed Channels*)

Sr. No.	Channel Name	Digital Satellite Receiver No.	Viewing Card No.
1.	**ISHARA**		
2.	**EPIC**		
3.	**GUBBARE**		
4.	**FILAMCHI BHOJPURI**		
5.	**SHOWBOX**		
6.	**NAZARA**		

_____ _____

For the Broadcaster For the DPO

ANNEXURE H

TECHNICAL SPECIFICATIONS

Specifications for Set-Top-Boxes (STBs), Fingerprinting & Conditional Access System (CAS) & Subscribers Management System
(SMS)

A) Conditional Access System (CAS) and Subscriber Management System (SMS):

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.

   Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

   Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the Active Subscriber base of the distributor within 24 hours.

9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing Subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the Subscribers such as:

    (a) Unique customer identification (ID)
    (b) Subscription contract number
    (c) Name of the subscriber
    (d) Billing address
    (e) Installation address
    (f) Landline telephone number
    (g) Mobile telephone number
    (h) E-mail address

(i) Channels, bouquets and services subscribed
(j) Unique STB number

(k) Unique VC number.

12. The SMS should be capable of:

(a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
(b) Locating each and every STB and VC installed.
(c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about:

(a) The total number of registered subscribers.
(b) The total number of active subscribers.
(c) The total number of temporary suspended subscribers.
(d) The total number of deactivated subscribers.
(e) List of blacklisted STBs in the system.
(f) Channel and bouquet wise monthly subscription report in the prescribed format.
(g) The names of the channels forming part of each bouquet.
(h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
(i) The name of a-la carte channel and bouquet subscribed by a subscriber.
(j) The ageing report for subscription of a particular channel or bouquet.

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

16. It shall be possible to generate the following reports from the logs of the CAS:

(a) STB-VC Pairing / De-Pairing
(b) STB Activation / De-activation
(c) Channels Assignment to STB
(d) Report of the activations or the deactivations of a particular channel for a given period.

17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.

20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

B) Fingerprinting:

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after coming into effect of these Amended Regulations, 2019, shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software.
4. The finger printing should not be removable by pressing any key on the remote of STB.
5. The finger printing should be on the top most layer of the video.
6. The finger printing should be such that it can identify the unique STB number or the unique VC number.
7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amended Regulations, 2019 shall support watermarking network logo for all pay channels at the encoder end.

C) Set Top Box (STB):

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Head-end.
5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

NEXURE I

SUBSCRIBER REPORT FORMAT

[for each headend/installation address or earth station (as the case may be) and each applicable State/Union Territory as per the Territory*]*

(I) **SUBSCRIBED CHANNELS OFFERED BY DPO ON A-LA-CARTE BASIS:** Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sr. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Broadcasters Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5)+(6)] / (4)
1.						
2.						

(II) **(SUBSCRIBED BOUQUET(S) OFFERED BY DPO ON STAND ALONE BASIS:** Average Broadcaster's Subscriber Base of each Subscribed Bouquet shall be arrived at, by averaging the number of subscribers subscribing such Subscribed Bouquet recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sr. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Broadcasters Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(8) = (4)+(5)+(6)+(7)] / (4)
1.						
2.						

(III) **SUBSCRIBED CHANNELS OFFERED BY DPO IN PACKAGES:** Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing Package consisting of such channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sr. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Broadcasters Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5)+(6)] / (4)
1.						
2.						

_____ _____

For the Broadcaster For the DPO

ANNEXURE J

SCOPE OF AUDIT

THE SCOPE OF AUDIT SHALL INCLUDE THE ACCESS TO ALL THE FOLLOWING:

SCOPE OF WORK FOR AUDIT

The intent of the audit is to ensure that DPO systems are fully compliant with all regulatory requirements and the Accuracy of Subscriber Reports. The audit shall include the following:

(a) All Headend Audit
(b) CAS Audit
(c) SMS Audit including Subscriber Report
(d) CAS integration with SMS
(e) STB Audit
(f) Distribution Networking audit including Territory/areas covered, as applicable.
(g) Anti-piracy measures
(h) Broadcasters IRDs physical verification and their respective status
(i) TS Analysis at Headend & on field.
(j) Compliance with contractual commitments as per interconnect agreement.

Head End Audit

DPO should provide Complete Network Diagram of its Head End for Audit and Auditing Purpose.
DPO to submit & confirm the no. of MUXs (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of Head End and analysis of TS stream from the MUX.
All TS from MUX should be encrypted for non-DAS & DAS areas, in case DPO is serving both areas.
DPO to ensure that its Network Watermark logo is inserted on all pay channels at encoder end only.

CAS Audit

DPO to provide all below information correctly;
Make & version of CAS installed at Head End.
CA system certificate to be provided by DPO.
CAS version installed should not have any history of hacking, certificate from CAS vendor required.
CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.
CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/OSD.
CAS should be able to generate active/deactivate report channel wise/package wise.
STB's & cards to be uniquely paired from DPO before distributing box down the line /LCO.
All LCO's should be paired with unique system ID, so that consumers can't swap the STB from Non DAS area to DAS area.
DPO to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to the Broadcaster by means of a fresh undertaking.
Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by DPO. CAS vendor required to certified reconciliation of data.
No activation / deactivation from direct CAS system, it must be routed via SMS client only.
The CAS has the capability of upgrading STBs over the air (OTA), so that the connected STBs can be upgraded
DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Package/product report during audit period.
CA system should have the capability of providing history of all actions taken for last 2 years.

SMS Audit

All product authorization must be from SMS only.

SMS and CAS should be fully integrated.

The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

- Unique Customer Id
- Subscription Contract number
- Name of the subscriber
- Billing Address
- Installation Address
- Landline telephone number
- Mobile telephone number
- Email id
- Service/Package subscribed to
- Unique STB Number
- Unique VC Number

SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

Location of each and every set top box VC unit.

The SMS should be capable of giving the reporting at any desired time about:

- The total number subscribers authorized
- The total number of subscribers on the network
- The total number of subscribers subscribing to a particular service at any particular date.
- The details of channels opted by subscriber on a-la-carte basis.
- The package wise details of the channels in the package.
- The package wise subscriber numbers.
- The ageing of the subscriber on the particular channel or package
- The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit:

   (i) Review Complete Network Diagram
   (ii) Undertaking from the DPO for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
   (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also, confirmation with respect to history of hacking.
   (iv) Check the number of MUXs installed with active TS outputs. Also, whether all TS from MUX are encrypted for non-DAS & DAS area.
   (v) Review whether Live diagram / fiber details of network are captured in SMS system
   (vi) To check if DPO specific coding / ID is available for Finger Printing.
   (vii) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
   (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
   (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
      Unique Subscriber ID
      Subscriber Contract Details – No, Term, Date, Name, Address & contact details
      Hardware details
   (x) Review the subscribers activation/ de-activation history in the SMS system
   (xi) Validate if the SMS is integrated with the Conditional Access ("CA") system.
   (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
   (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
   (xiv) Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
   (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
   (xvi) Validate if the LCO is attached to a Subscriber
   (xvii) Review the Electronic Programming Guide to check LCN/CDN and genre of all Subscribed Channels.

(xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to The Broadcaster.

(xix) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.

(xx) Review of the following reports are supported by SMS & CA System:

a. Total no of Subscribers – active & de-active separately
b. De-active subscribers with ageing
c. Subscribed Channel wise Subscribers – total
d. Subscribed Channel wise Subscribers – split by package
e. Package / channel details
f. Subscriber/Revenue Reports by State/City
g. No of packages/services offered
h. List of channels
i. Channels along with Rate Card Options offered with details of active Subscribers
j. Historical data reports
k. Free / demo Subscribers details
l. Exception cases – active only in SMS or CA system

STB Audit

All STB should be individually paired in advance with unique smart card at central warehouse of DPO before handing over to LCO (DACS/non DACS area) or down the line distribution.
DPO to provide details of manufacturers of STBs being used / to be used by it (OS/Software, memory capacity, zapping time).
All STBs must be secure chipset with chipset pairing mandatory.
DPO should provide one set of all type/model of boxes for testing and monitoring purpose.
All STBs used by DPO should be certified and diploma by their CAS vendor.
Forensic watermarking to be implemented on the DPO Head End & STBs.
ECM/EMM base Forced messaging full screen and ticker mode should be available.
All the STBs should have embedded Conditional Access.
The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
The STB should be individually addressable from the Head End.
The messaging character length should be minimum of 120 characters.
There should be provision for the global messaging, group messaging and the individual STB messaging.
The STB should have forced messaging capability.
The STB must be BIS compliant.
The STB must have secure chip set with mandatory pairing.
There should be a system in place to secure content between decryption & decompression within the STB.
The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
The STB outputs should have the following copy protections

(i) Macro vision 7 or better on Composite video output.
(ii) Macro vision 7 or better on the Component Video output.
(iii) HDCP copy protection on the HDMI & DVI output.
(iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

Types of boxes launched / to be launched:

- o Vanilla STB
- o DVR STB
- o Others (please specify)

Please furnish STB details as following:

- Open Standards or Proprietary?
- Audio Video and Data I/O Configuration?
- Local Storage?
- Smarts Card?
- PVR Functionality?
- Tamper Resistance?
- I/O Copy Protection? Please provide the details.
- I/O Interface to Other Devices?

Are the STB's interoperable?

DVR / PVR STB should be compliance of following;

- Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
- Recorded content should be encrypted & not play on any other devices.
- Content should get record along with entitlements and play out only if current entitlement of that channel is active.
- User should not have access to install third party application/software.

Does the Set Top Box support any type of interactive middleware? Please describe.

Fingerprinting

i. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
ii. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after coming into effect of these Amendment Regulations, 2019, shall support the covert finger printing.
iii. The fingerprinting should not get invalidated by use of any device or software.
iv. The finger printing should not be removable by pressing any key on the remote of STB.
v. The finger printing should be on the top most layer of the video.
vi. The finger printing should be such that it can identify the unique STB number or the unique VC number.
vii. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
viii. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
ix. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
x. The finger printing should be possible on global as well as on the individual STB basis.
xi. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
xii. Scroll messaging should be only available in the lower part of the screen.
xiii. The STB should have a provision that finger printing is never disabled.
xiv. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amended Regulations, 2019 shall support watermarking network logo for all pay channels at the encoder end.

Distribution Network Audit

DPO should provide below information in detail;

Fiber network and PIT information on Geo Map.

Service area to be defined.

Details of LCO connected.

DAS and Non DAS area to be defined.

Commercial Audit

1. Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.

2. Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
   Customer acquisition
   Provisioning of the subscriber in authentication, billing and SMS system
   Scheme / package change request process
   Customer Retention process, if any
   Deactivation and churn process

3. Understand/ Verify the various schemes / packages being offered to customers
   Obtain details of all approved schemes / packages and add on which are being offered to customers
   Interactions with the DPO's marketing and sales team on how the various channels are being marketed
   Any special marketing schemes or promotions
   Details of the consumers subscribing to the various schemes/ packages, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process): Generation of reports for subscriber declaration for channels / bouquets. Any reconciliations / checks /adjustments carried out before sending the declaration

5. Analyze declaration reports on a sample basis: Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems) Analyze the computation of average subscribers. Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

6. Analysis of the following -:

   Input and change controls of customer data into SMS
   SMS user access controls – authentication, authorization and logging
   Analyze system logs to identify any significant changes or trail of changes made
   Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
   Review the system logic for the reports which are inputs to Broadcaster declarations
   Channel allocation/fixation to a particular LCN/CDN
   Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
   Sample of activation and deactivation request logs
   Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
   Confirmation of the numbers on the middle of the month on any random chosen dates (report to be taken in front of the auditors/ rep)
   Live Demo of the queries being put in to the system to generate different reports.
   List of CAS and SMS used by DPO in DAS area. Incase more than one CAS and SMS system is used by DPO for both DAS and non-DAS areas, then understand and analyze how the two markets are segregated, controlled, reported and invoiced
   Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
   In case of multiple CAS being used by DPO, to understand synchronization between multiple CAS and SMS.

ANNEXURE K

DPO'S ANTI-PIRACY OBLIGATIONS

1. General

1.1. DPO shall take all necessary actions to prevent any unauthorized access to the channels through its Permitted Digital Distribution Platform.

2. STBs, VCs, Systems and Procedures

2.1. In order to ensure that each STB is capable of being used for Fingerprinting, DPO shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2. DPO represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by DPO or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, DPO:

2.2.1. collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
2.2.2. requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
2.2.3. investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
2.2.4. deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
2.2.5. ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
2.2.6. requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
2.2.7. de-authorizing any STB or VC that is found outside the Territory or in the possession of a person who is not a bonafide Subscriber.

2.3. DPO represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box ofany other operator.

2.4. DPO represents, warrants and undertakes that all installations of STBs and VCs are done directly by DPO or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, DPO's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

2.4.1. Name;
2.4.2. Installation address;
2.4.3. Billing address (if different);
2.4.4. Telephone number of the installation address, where applicable;

2.4.5. Subscriber's unique subscriber reference or subscription agreement number;
2.4.6. Channels /Bouquets that have been selected;
2.4.7. Name and unique reference number of the dealer who sold the STB to such Subscriber;
2.4.8. Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
2.4.9. Name and unique reference number of the installer (if different from the dealer);
2.4.10. VC number; and
2.4.11. Unique STB number.

2.5. DPO agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Subscribed Channels can be accessed from addresses which are:

2.5.1. not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or
2.5.2. outside the Territory; or
2.5.3. that of a cable head end or any other distributor of such Channel.

In order to ensure that the VC is only activated for bone fide Subscribers, DPO further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.

2.6. DPO represents warrants and undertakes that it's SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

3.1 DPO shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by the Broadcaster and as reasonably requested from time to time.

3.2 DPO shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by DPO or by the Broadcaster.

3.3 DPO shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.

3.4 DPO shall ensure that the following processes shall be deployed to keep a heck on piracy and misuse of the signals of the Subscribed Channels:

3.4.1 The Subscribed Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;

3.4.2 Fingerprinting to be provided by DPO on the Subscribed Channels, as per the scheme provided by the Broadcaster; the Broadcaster shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

4.1. DPO shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2. DPO represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software

available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

4.3. DPO agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

4.4. DPO undertakes that it shall furnish the details of encryption system of the DPO's Permitted Digital Distribution Platform used for encrypting the signals of channels available on the DPO's Permitted Digital Distribution Platform and undertakes that the same encryption system shall be used for scrambling the signal of the Subscribed Channels for their retransmission.

4.5. DPO further undertakes that as and when the DPO gives effect to any material changes to DPO's Permitted Digital Distribution Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, the DPO shall forthwith provide written intimation of such change to the Broadcaster. If the Broadcaster suggests reasonable modifications to be given effect to the modified security and encryption technology, then the DPO shall consider shall suggestion for implementation.

5. Piracy, piracy reports and prevention

5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:

5.1.1 Any VC or STB is being located, supplied or sold outside the Territory,

5.1.2 Any of the Subscribed Channels are being viewed via a VC or STB by a third party that is not a Subscriber,

5.1.3 A VC is being used for viewing the Subscribed Channels anywhere other than the registered address of a Subscriber, or

5.1.4 A VC and/or STB are being used by a cable operator or other distributor to distribute any of the Subscribed Channels (each, a "**Piracy Event**").

5.2 If the Broadcaster or DPO becomes aware of a Piracy Event, then DPO shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Subscribed Channels or signals thereof.

5.2.1 In the event the Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, DPO shall provide all reasonable assistance to the Broadcaster to prevent or combat such Piracy Event.

5.2.2 If DPO wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of the Broadcaster, where the Broadcaster shall be one of the parties to such action, it shall notify the Broadcaster in writing and seek the Broadcaster's prior written consent. Where the Broadcaster consents to DPO taking legal or other action on behalf of the Broadcaster, DPO shall keep the Broadcaster fully informed of the progress of such action. DPO shall not settle, attempt to settle or otherwise compromise the rights of the Broadcaster or its affiliates without the prior written consent of The Broadcaster.

5.3 DPO agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.

5.4 DPO shall investigate and report to the broadcaster any detected incidents of copying, transmitting,exhibiting or other illegal use of the Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Broadcaster's STBs that enable access to the Subscribed Channels.

ANNEXURE L

CAS DECLARATION FORM (ON THE LETTERHEAD OF THE CAS COMPANY)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s_____, address at _____having its headend at _____ has installed Conditional Access System (CAS) from our company for its digital addressable cable television platform.

Date of CAS Installation:_____CAS Version: _____

CAS ID:_____NETWORK ID: _____

With respect to the CAS installed at above mentioned headend, we confirm the following:

1. The current version of CAS does not have any history of hacking.
2. We have the capability of upgrading of CAS in case it gets hacking.
3. The CAS is currently in use by other pay TV services and it has an aggregate of at least 1 million subscribers in the global pay TV market.
4. The CAS has the capacity to handle at least 1 million subscribers in the system.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
7. This CAS is independently capable of generating log of all activations and deactivations.
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
9. The CAS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
10. This CAS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and package.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this CAS system. Thanking you,
For (CAS company name)

(Signature) Name:_____

Designation:_____(not below the level of COO or CEO or CTO)

Company seal: _____

_____ _____

For the Broadcaster For the DPO

ANNEXURE M

SMS DECLARATION FORM (ON THE LETTERHEAD OF THE SMS COMPANY)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s_____, address at _____having its headend at _____has installed SMS from our Company for its digital addressable cable television platform.

Date of SMS Installation: _____

SMS Version: _____

With respect to the SMS installed at above mentioned headend, we confirm the following:

1. The SMS is currently in use by other pay TV services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis through the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
6. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. This SMS is independently capable of generating log of all activations and deactivations.
8. This SMS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this SMS system. Thanking you,

For (SMS company name)

(Signature) (Signature) Name:_____

Designation:_____(not below the level of COO or CEO or CTO)

Company seal: _____

_____ _____

For the Broadcaster For the DPO

ANNEXURE - N
EXECUTION REQUIREMENTS

1. If DPO is an individual or a sole proprietor:

(i) Photograph of the proprietor of the Applicant firm.
(ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
(iii) Self-attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
(iv) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

2. If DPO is a partnership firm:

(i) Certified true copy of the registered Partnership Deed.
(ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
(iii) Photograph of the signatory.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

3. If DPO is a company:

(i) The Certificate of Incorporation – certified by the Company Secretary /Director.
(ii) Memorandum and Articles of Association of the company.
(iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Photograph of the signatory.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

4. If DPO is a Hindu Undivided Family "HUF"

(i) The photograph of the Karta.
(ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
(iii) The names of all coparceners and his/her relationship with the Karta.
(iv) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
(v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

5. If DPO falls into the "Other" category

(i) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.
(ii) Such documents as may be required by The Broadcaster.

_____ _____

For the Broadcaster For the DPO

ANNEXURE O

Customer Information Update Form					
Customer Name (Legal Entity Name)					
Constitution of Business					
PAN					
GST Registration Category					
In case it is not applicable or exempted, the following information is required					
Contact Person					
Telephone No					
Email ID					
Incase single registration is obtained, the following information is required					
Billing Address:					
City					
Pin Code		**State**		**State Code**	
GST Registration Status					
Registration Migration Status (GST)					
Date of Registration		**Provisional GSTIN /UIN**			
Service Category		**Services Tariff Code (SAC)**			
Existing Tax Registration No. (Please specify)					
Contact Person					
Telephone No.					
E-mail ID					
In case if registered in multiple states, provide the following information for all the registrations:					
Total No. of GST Registrations (pan India)					
For each of the registrations, kindly provide the following information					
Billing Address:					
City					
Pin Code		**State**		**State Code**	
GST Registration Status					
Registration Migration Status (GST)					
Date of Registration		**Provisional GSTIN /UIN**			
Service Category		**Services Tariff Code (SAC)**			
Existing Tax Registration No. (Please specify)					
Contact Person					
Telephone No.					
E-mail ID					
Declaration By:	**Name:**				
	Designation:				
	Date:				

Note: Please provide a copy of the document evidencing provisional GSTIN ID issued by GSTIN

_____ _____

For the Broadcaster For the DPO

ANNEXURE P

Application form for request of signals of the Channel(s) by the DPO

(As per Clause 10(4), (5) and (6) of the Interconnection Regulations)

1. Name of the DPO of the television channels:

2. The names of Owners / Directors / Partners of the DPO: _____

   _____

3. Registered Office Address: _____

   _____

   _____

4. Address for communication: _____

   _____

   _____

5. Name of the contact person / Authorized Representative: _____

6. Telephone:_____, Mobile:

7. Email address: _____

8. Copy of certificate of registration / permission / license (Copy Attached):_____(**Yes / No**)

9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SNS) deployed by the DPO to be attached along with this Application Form.

10. Details of the areas, corresponding States / UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas: **As per the details provided in Schedule A.**

11. Area wise present subscriber base of the MOS: **As per the details provided in Schedule B**

12. List of channels and bouquets for which signals of television channels are requested: **As per the details provided in Schedule C.**

13. Goods & Services Tax registration number:

14. PAN No. (Attach a copy):

15. Are the CAS / SMS in compliance with the regulations: **Yes / No**

16. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available (copy attached): **Yes / No**

_____

(Stamp & Signature)
Name: Mr.
Designation:
Date and Place:

_____ _____

For the Broadcaster For the DPO

DECLARATION

I Mr._____ s/o/d/o,_____, (Owner / Proprietor / Partner / Director / Authorized Signatory), of (Name of Distributor of television channels), dohereby declare that the details provided are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

_____
(Stamp & Signature)
Name: Mr.
Designation:_____
Date and Place: _____

_____ _____
For the Broadcaster For the DPO

REFERENCE INTERCONNECTION OFFER OF NEW DELHI TELEVISION LIMITED FOR ALL DIGITAL DISTRIBUTION PLATFORMS EFFECTIVE FROM 01ST August, 2024

PREAMBLE

This Reference Interconnection Offer (**RIO**) which shall be effective from 01st March, 2024 is being published by New Delhi Television Limited (**NDTV**) pursuant to and in compliance with the Telecommunication (Broadcasting & Cable) Services Interconnection (Addressable System) Regulation, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2017 (**Interconnection and Tariff Regulations**) as amended from time to time, and is without prejudice to NDTV's rights and contentions and is subject to the final outcome of any ongoing or future regulatory changes or order or judgement of any judicial or quasi-judicial body or court pertaining to the subject matter herein. NDTV will be entitled to periodically amend the terms of this RIO to the extent necessary to ensure compliance with Applicable Laws.

Any distributor of television channels (each, a **Distribution Platform Operator** or **DPO**) will not distribute the NDTV Channels (*as defined in Schedule I*) without entering into a written subscription license agreement (**Subscription License Agreement**) in the format as set out at **Annexure A** (*Subscription License Agreement*) of this RIO which is required to be executed 'as is' without any amendments save and except as may be proposed by NDTV to ensure continued compliance with Applicable Laws.

Any DPO intending to obtain the right to retransmit NDTV Channels must execute this RIO along with any annexures, schedules, appendices hereto. Upon execution of this RIO by NDTV and the DPO, the obligations in the RIO will become binding on the parties and enforceable at law. Before making a request to execute the RIO with NDTV, the DPO will ensure that:

- The Addressable System to be used for the distribution of the NDTV Channels meet the requirements as set out at **Schedule III** (*Addressable Systems Requirements*) of the Subscription License Agreement.
- It is not directly or indirectly engaged in the illegal transmission or Piracy of NDTV Channels or any other television channels.

Execution of this RIO including the Subscription License Agreement is subject to the DPO satisfying the conditions set out above to the satisfaction of NDTV and the DPO ensuring compliance with Applicable Laws.

Execution of this RIO including the Subscription License Agreement by NDTV shall not amount to a waiver by NDTV of its right to claim the outstanding subscription fees under any previous agreements and NDTV shall be within its right to claim the same including termination of this Subscription License Agreement, for non-clearance of all outstanding

dues under any such previous agreement(s).

DECLARATION BY DPO FOR EXECUTION OF SUBSCRIPTION LICENSE AGREEMENT

By downloading and executing this Subscription License Agreement, the DPO declares and undertakes that:

- The DPO's Addressable System used for the distribution of NDTV's Channels meets the requirements as specified in Schedule III of the Subscription License Agreement;
- The DPO is compliant with Applicable Laws and holds the necessary licenses / permissions for re-broadcasting / retransmitting the signals of NDTV's Channels;
- The DPO is financially solvent and capable of discharging its payment obligations under this Subscription License Agreement;
- The DPO has not been convicted of any offence by any competent court; and
- The DPO shall furnish all relevant documents as set out in Schedule IV (*Relevant Documents*) of the Subscription License Agreement along with the executed copy of this Declaration and agrees to furnish such further documents / information as and when required by NDTV, at its sole discretion.

For	SKYLINK NETWORKS

Signature	
Name and Designation	Mr.KUPPUSAMY SENTHILKUMAR Managing Director
Date	31-July-24
Place	Coimbatore, Tamil Nadu,

CONTACT DETAILS

The Distribution Platform Operator may reach out to the compliance officer or the representatives, whose details are set out herein, for any grievances and or availing signals of NDTV Channels:

Name	Contact No.	Email ID	Address	Territory
Ashutosh Sinha	+91 9711227757	AshutoshS@ndtv.com	W-17, 2nd Floor, Greater Kailash – 1, New Delhi - 110048	All India Cable, DTH, IP TV and HITS

- **ANNEXURE - A**

- **SUBSCRIPTION LICENSE AGREEMENT**

This Subscription License Agreement (**Subscription License Agreement**) is executed on this [**01ST August, 2024**

] ("Execution Date") by and between:

New Delhi Television Limited, a company incorporated under the Companies Act, 1956 and having its registered office at W-17, 2nd Floor, Greater Kailash - 1, New Delhi, India – 110048 (hereinafter referred to as "**NDTV**", which expression unless repugnant to the subject or the context thereof shall be deemed to mean and include its successors in business and assigns) of the **FIRST PART**; and

SKYLINK NETWORKS, a Proprietorship, firm under the bearing PAN No. (CCJPS4784G) and GSTIN (33CCJPS4784G2Z5) and having its registered office at # 28/8, Thudiyalur Main Road, KCT Tech Park Opp,, Saravanampatti, Coimbatore, Coimbatore, Tamil Nadu, 641035 (hereinafter referred to as "**Distribution Platform Operators**" or "**DPO**"**,** which expression unless repugnant to the subject or the context thereof shall be deemed to mean and include its successors in business and permitted assigns) of the **SECOND PART**.'

NDTV and the DPO will hereinafter be individually referred to as '**Party**' and collectively referred to as '**Parties**'.

WHEREAS:

- NDTV is a broadcaster of various television channels and holds the requisite licenses, permissions, and approvals under Applicable Laws for the downlinking of the NDTV Channels.

- The DPO is engaged in the distribution of television channels and holds and maintains all requisite licenses, permissions, registrations, and approvals as required under Applicable Laws for the distribution of NDTV Channels in the Authorized Area.

- The DPO is desirous of licensing the NDTV Channels through its Addressable System to subscribers within the Authorized Area (each, a **Subscriber**) and NDTV has agreed to license the NDTV Channels to the extent and in the manner as set out under this Subscription License Agreement.

NOW THEREFORE, **in consideration of the foregoing and the mutual covenants contained herein, and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions prescribed under this Subscription License Agreement.**

- **Definitions & Interpretations**

- In addition to the terms defined at **Schedule I** (*Defined Terms*), certain other terms are defined elsewhere in this Subscription License Agreement and whenever such terms are used in this Subscription License Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication requires otherwise.

- Words and phrases used but not expressly defined in this Subscription License Agreement bear the meaning commonly ascribed to them at Indian law or in India as the case may be.

- References to statutory provisions shall be construed as references to those provisions and any regulations made in pursuance thereof as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Subscription License Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).

- Unless otherwise indicated, the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this Subscription License Agreement.

- The words 'including', 'inter alia' and 'among others' and words and phrases of a like nature used in this Subscription License Agreement are deemed to be followed by the words 'without limitation' or 'but not limited to' or words or phrases of a like nature whether or not such latter words or phrases are expressly set out.

- Headings and bold type face are only for convenience and shall be ignored for the purposes of interpretation.

- When any day referenced in this Subscription License Agreement is not a business day and a period referenced in this Subscription License Agreement does not end on a business day, the reference to that day or to the last day of that period will be construed as a reference to the immediately preceding business day.

- Any reference in this Subscription License Agreement to a matter to be agreed by the Parties as well as any reference to any notice to be issued or information to be provided by a Party will be deemed to mean such agreement, notice or information set out or communicated in writing by the relevant Party.

- **Term and Territory**

- The Subscription License Agreement shall be effective from the Effective Date for a period of 1(one) year save and except if terminated earlier per the terms and conditions herein (**Term**).

- The Subscription License Agreement may be renewed on the same terms, or such revised terms as intimated by NDTV, pursuant to the consent of the Parties.

- The DPO represents and warrants that it holds and maintains all the requisite licenses, permissions, authorizations, and registration as are necessary to operate in the Registered Areas. The DPO is being authorized under this Subscription License Agreement to distribute the NDTV Channels in the Authorized Area only.

- **Grant of Distribution Rights**

- Subject to the payment of the License Fee and the terms of this Subscription License Agreement, and on the basis of the representation and warranties of the DPO set out herein, NDTV grants the DPO the non-exclusive, revocable, and non-sub licensable right for the uninterrupted and unaltered re-transmission of the linear feed of the NDTV Channels to Subscribers in the Authorized Area in encrypted mode on a 24x7x365 basis via the Addressable Systems (**Rights**). For avoidance of any doubts, it is clarified that all other rights and means of distribution not specifically and expressly granted to DPO are expressly excluded and reserved by NDTV.

- The Rights granted to the DPO as set out at clause 3.1 above, are limited only to the broadcast reproduction right as set out in the Indian Copyright Act, 1957 (as amended from time to time).

- The DPO may select NDTV Channels as A la carte and/or Bouquet of Channels, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule X) consisting of the list of NDTV Channels; it being agreed that if any designated box against a NDTV Channel is left unmarked, it shall be deemed to have not been selected by DPO for the purposes of this Agreement. For purposes of clarity, the selected NDTV Channel on an A la carte basis in accordance with the foregoing shall be deemed to form part of this Subscription License Agreement in respect of which NDTV shall grant Rights to DPO in accordance with the terms of this Subscription License Agreement.

- Nothing contained in this Subscription License Agreement will permit the DPO to provide its Subscribers the right to further communicate or re-transmit the NDTV Channels in any manner whatsoever. The Rights also exclude the distribution of any content of the NDTV Channels on a non-linear basis through the Addressable System including but not limited to time shifting/ multiplexing, pay per view, video on demand, near video on demand, or any other technology which currently exists or comes into existence in the future.

- The DPO shall not have the right to use a digital video recorder (**DVR**), or a personal

video recorder (**PVR**). However, use of DVR and PVR shall be permitted by Subscribers subject to the DVR or the PVR not having the functionality to store or forward the content available on the NDTV Channels or to skip advertisements on the NDTV Channels.

- NDTV reserves the right to; (i) remove any NDTV Channels from its list of channels if it ceases to distribute the relevant NDTV Channels in the Authorized Area and terminate the associated distribution rights of the DPO with respect to the removed NDTV Channel. It is expressly agreed that NDTV shall also have the right to replace any removed NDTV Channel with a replacement channel or to add any channel to the list of NDTV Channels and grant the associated distribution rights to the DPO. Further, NDTV reserves the right to (i) modify any existing Bouquet by adding new channels that may be launched by NDTV or by removing any Channel from a Bouquet; and/or (ii) discontinue Bouquet comprising of Channels; and/or (iii) launch new channels and/or Bouquets comprising of the Channels; (iv) convert Free-to-air channel into pay channel or pay channel into Free-to-air channel, in which case NDTV shall continue to provide such converted channel to the DPO in terms of this Subscription License Agreement, and DPO shall pay the License Fees for such converted Free-to-air channels into pay channel till the expiry of the Term.

- **Subscriber Report**

- The DPO will maintain, at its own expense, a subscriber management system (**SMS**) which is completely in sync with and fully integrated with the conditional access system (**CAS**) in line with the requirements under Applicable Laws which must have at least the following functionalities:

    - Maintaining a computerized database of each Subscriber, including name, address, chosen method of payment, and billing.

    - Administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and maintaining infrastructure whereby the Subscriber contracts are collected and recorded in the SMS database.

    - Handling administrative functions of all the Subscribers including but not limited to activating and deactivating NDTV Channels requests, billing, collection of payments from the Subscribers, credit control, sales enquiries and addressing complaints from the Subscribers.

    - Obtaining and distributing receivers and smart cards to Subscribers and replacing the smart cards as deemed necessary by the DPO.

    - Enabling new Subscribers via the SMS and disabling access to defaulting

Subscribers from time to time per its discretion.

- The DPO shall provide NDTV with complete and accurate opening and closing subscriber reports on a monthly basis for the NDTV Channels or the package in which the NDTV Channels are included within 7 days from the end of each month in the Subscriber Report.

- The Subscriber Report shall specify all information required including but not limited to number of Subscribers for each of the NDTV Channels and each package or bouquet in which the NDTV Channels are included, and composition of each package or bouquet offered by the DPO. The Subscriber Report should be executed by an officer of the DPO of a rank not less than that of a Head of Department or Chief Financial Officer who shall certify that the information set out in the Subscriber Report is true and accurate.

- The Subscriber Reports must only be generated through the integrated CAS and SMS systems in a pre-defined read only format that does not allow for any editing once the Subscriber Report has been generated and must be sent via email to NDTV. at [distributionmsr@ndtv.com].

- The DPO will at all times maintain sufficient details to enable NDTV to verify: (i) Subscriber Report supplied by the DPO; (ii) the payments due to NDTV hereunder; and (ii) the DPO's compliance with this Subscription License Agreement and Applicable Laws.

- The obligation to submit and maintain the Subscriber Report will survive the termination of this Subscription License Agreement and will subsist until later of: (i) 12 months of expiry or termination of this Agreement, as the case may be; (ii) such longer period as required under Applicable Laws; or (iii) NDTV receives the Subscriber Report for each relevant month where a License Fee is payable to NDTV.

- **License Fee**

- In Consideration of the Rights granted herein, the DPO shall pay NDTV for Rights in the NDTV Channel, for each month or pro rata part thereof during the Term of the Subscription License Agreement, a License Fee to be calculated as under:

  <u>If NDTV Channels subscribed by the DPO on A la carte basis are offered by the DPO on A la carte basis only:</u>

  - If the DPO offers the NDTV Channels to its Subscribers on A la carte basis only, then the License Fee for each such NDTV Channel for the month shall be the MRP of the A la carte NDTV Channel as set out at **Schedule VI** (*MRP of NDTV Channels and Bouquets*)

less the Distribution Fee of 20% of the A- la carte MRP of such NDTV Channel multiplied by the DPO's average Active Subscriber base of such NDTV Channel for the applicable month. The method for calculation of the average Active Subscriber base is set out at **Appendix – I**.

<u>If NDTV Channels subscribed by the DPO on A la carte basis are offered by the DPO as part of a package only</u>:

- If the DPO offers the NDTV Channels on A la carte basis as part of its packages offered to Subscriber, then the License Fee for each such NDTV Channel for the month will be the MRP of the a-la-carte NDTV Channel less Distribution Fee of 20% of the A la carte MRP of such NDTV Channel as set out at Schedule VI multiplied by the DPO's average Active Subscriber base of such NDTV Channel for the applicable month.

<u>If NDTV Channels bouquets subscribed by the DPO are offered to its Subscribers</u>:

- If the DPO offers the NDTV Channels bouquet created by NDTV to its Subscribers then the License Fee for each such NDTV Channel forming part of the bouquet for the month, will be the package rate of the NDTV Channel as set out at Schedule VI multiplied with the applicable average Active Subscriber base of the NDTV Channel for the month.

(collectively, **License Fee**)

- In the event the DPO is engaged in distributing the NDTV Channels on A- la carte basis or a Bouquet of NDTV Channels, then the DPO will be entitled to the incentives as set out at **Schedule VII** (*Incentive Scheme*), subject to the following terms and conditions:

  - The DPO will not place any NDTV Channel in a disadvantageous position or otherwise treat any of NDTV's Channels less favorably with respect to other competing channels in the same genre.

  - The DPO will ensure that the NDTV Channels offered to the Subscribers in bouquet or a-la-carte basis will be made available throughout the Authorized Area through its Addressable System to its existing Subscribers and future Subscribers continuously, in its entirety, without any interruption 24x7x365 per the terms and conditions prescribed herein.

  (collectively, **Incentive Scheme**)

- In the event that the DPO is in breach of the eligibility criteria set out above, the DPO will not be entitled to the benefits under the Incentive Scheme.

Incentive Parameters

- Subject to compliance with the terms and conditions set out herein, the DPO may be entitled to avail the following incentives:

  - Logical Channel Number (**LCN**) Based Incentive: The DPO will be eligible to the LCN based incentive by placing the NDTV Channels in the LCN position as more specifically set out at Schedule VII and subject to compliance with all terms and conditions set out herein.

  - Penetration Based Incentive: The DPO will be eligible for the Penetration based incentive subject to compliance with the terms and conditions set out herein and more specifically detailed at Schedule VII.

- The License Fee will be computed only after taking into consideration the Incentive Scheme opted for by the DPO.

- The DPO will pay NDTV the License Fee for each month within 30 days from the receipt of the invoice from NDTV (**Due Date**) prepared subsequent to the review of the Subcriber Report without any deduction save and except as required under Applicable Laws.

- The DPO agrees that any failure to make the payment of the License Fee by the Due Date will be a material breach of this Subscription License Agreement and NDTV will have the right to charge interest at a monthly rate of 18% on the portion of the License Fee that remains unpaid after the Due Date. For avoidance of doubt, the collection of interest on the unpaid License Fee does not constitute a waiver of the DPO's obligations to remit the License Fee in full, on or before the Due Date.

- Each Party shall be responsible for compliance with Applicable Laws with respect to the payment of all taxes, duties, levies, cess, surcharge, or any other charges that may be applicable on them for the transactions contemplated under this Subscription License Agreement.

- **Obligations of the DPO**

- The DPO shall, at its own cost and expense, receive the NDTV Channel (s) from designated satellites and re-transmit the NDTV Channels through its Addressable System to NDTV's Subscribers in the Authorized Area.

- Subject to compliance with Applicable Laws, DPO may offer Bouquet of pay channels formed from pay channels of NDTV or other broadcasters and

declare the DRP of such Bouquet. It is, however, clarified that DPO shall not break Bouquet of pay channels subscribed from NDTV while forming its package.

- DPO shall offer each of the subscribed NDTV Channels to the Subscribers on A la carte basis and declare the DRP per month for each of the subscribed NDTV Channel. DPO shall ensure that the DRPs per month of the subscribed NDTV Channel does not exceed the MRPs per month of the subscribed NDTV Channel.

- The DPO shall not compel its Subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all the subscribed NDTV Channels.

- The DPO shall pay the License Fee on or prior to the Due Date prescribed in this Subscription License Agreement. Irrespective of the DPO's collection of the invoiced monthly amounts from the Subscribers, the DPO shall pay the License Fees to NDTV, in a timely manner.

- Subject to technical and operational feasibility, the DPO shall provide the NDTV Channels, on a non-discriminatory basis, to every Active Subscriber making a request for the NDTV Channels, on receipt of such request by the DPO. The DPO shall, in a non-discriminatory manner, ensure re-transmission of such high-quality encrypted signals of the NDTV Channels through DPO's Addressable System to NDTV's Subscribers as are equal to the signal quality of other channels re-transmitted through the DPO's Addressable System, to all Active Subscribers. In any event, the signal re-transmission quality of the DPO's Addressable System shall be at par with the then prevailing industry standards.

- The DPO shall take all necessary actions to prevent unauthorized access of the NDTV Channels through its Addressable System and shall regularly provide NDTV with updated piracy reports.

- The DPO shall ensure that none of the NDTV Channels are disadvantaged or otherwise treated less favorably in any manner by the DPO with respect to the channels of other broadcasters.

- The DPO shall obtain from NDTV the EPGs for the NDTV Channels and the DPO shall ensure that such EPGs are always displayed on the EPG of the DPO during the Term.

- The DPO shall raise monthly invoices on the Subscribers towards license of the subscribed Channels and the DPO shall collect such invoiced monthly fees from the Subscribers.

- The DPO shall not to acquire or merge and/or make available the signals of the subscribed NDTV Channel(s) through its Addressable System to any other distributor of television channels, having outstanding arrears payable to NDTV, without NDTV's prior written consent. NDTV reserves the right to withhold such consent, at its sole discretion, till such time the outstanding amounts payable by such distributor of television channels is either settled by the distributor of television channels or the DPO.

- The DPO shall not use any interactive technology or other interferences such as (red button) or redirect traffic from the Channels in any manner, whether for content or for promotion, without express permission from NDTV.

- Prior to the DPO discontinuing re-transmission of any NDTV Channels because of monthly subscription percentage for such NDTV Channel being less than the discontinuation threshold calculated as per Schedule VIII of the Interconnection Regulations, in each of the immediately preceding six consecutive months, the DPO shall provide fifteen (15) days' prior written intimation to NDTV along with all supporting data and information including the Subscribers Report. The DPO undertakes that it shall be solely responsible for its dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of the DPO or any of its representatives, agents, employees, or consultants.

- **Delivery and Security**

- All NDTV Channels must be delivered by the DPO to the Subscribers in a securely encrypted manner and without any alteration, editing, delays, interruptions, picture squeezing, pull through or crawls, except as authorized by NDTV in advance in writing.

- It is expressly clarified that the DPO shall offer all / any NDTV Channels at all times as a linear television service only on 24 hours per day, 7 days per week, 365 (or 366 as the case may be) days a year basis. Further the NDTV Channels shall be offered on as-is basis and shall not be offered on the basis of any specific event, programming, or specific screening or for specific hours.

- The transmission specifications and infrastructure allocated by the DPO in respect of the broadcast signal of the NDTV's Channels by the DPO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its Addressable System.

- NDTV will provide the DPO:

    - IRD to allow the DPO to access each of the NDTV Channels, the details of which are more specifically set out at Schedule VIII

(*Equipment*).

- Viewing cards to decode the NDTV Channels, the details of which are set out at Schedule VIII, subject to:
    - The DPO using reasonable commercial endeavors to ensure that the Viewing Cards are not tampered with any manner.
    - The DPO informing NDTV immediately in the event the Viewing Cards are lost or stolen.

(collectively, **Equipment**)

- The DPO shall install the Equipment necessary to receive and distribute the NDTV Channels, at its own cost and expense.
- The IRD and Viewing Cards supplied by NDTV at all times remain the exclusive property of NDTV and the DPO shall return the same to NDTV upon expiry or termination of this Subscription License Agreement for any reason whatsoever and, or, earlier at the request of NDTV.
- The DPO will be responsible for bearing the costs of downlinking the NDTV Channels as per the satellite feed provided by NDTV.
- **Electronic Programme Guide**
- Prior to the execution of this Subscription License Agreement, the DPO shall make the Electronic Programme Guide of the DPO available to NDTV.
- During the Term, the EPG of the DPO shall at all times contain the information of the programs being shown on all the NDTV Channels in a manner that has been approved by NDTV without any additional cost or fee to NDTV. The DPO will provide the format in which information of the NDTV Channel will be furnished by NDTV.
- The DPO will ensure that the positioning of the NDTV Channels in the EPG and the LCN for the NDTV Channels shall be within the same genre and the EPG and the LCN will not be changed during the Term of the Subscription License Agreement. The DPO shall also ensure that the channel of the same language within the genre is also place consecutively in the EPG. The DPO shall assign unique channel number for each of the subscribed NDTV Channels. Subject to exceptions permissible under Applicable Laws, the DPO shall not change the unique channel number, once assigned, for a period of 1(one) year. The DPO shall indicate the MRP of each of the subscribed NDTV Channels in the Electronic Programming Guide with the

Indian rupee sign.

- Any changes to the EPG will be made in good faith without targeting or engaging in any discriminatory practices against NDTV Channels vis a vis similar channels falling within the same genre.

- If the DPO opts for the LCN Incentive as set out at clause 5.4 (a), the DPO shall grant such LCN positions in the EPG as more specifically set out Schedule VII.

- **Audit**

- NDTV either through itself or through an independent auditor shall have the right during the Term of this Agreement, to review and/or audit the systems, records and data related to this Subscription License Agreement for the purposes of verifying full compliance to the terms and conditions of this Agreement, more specifically set out at **Schedule IX** (*Scope of Audit*) in each case, as applicable.

- The DPO shall give NDTV auditors such assistance as they may reasonably require to carry out the audit. NDTV shall give the DPO written notice of at least 7 days before the audit exercise is undertaken. In the event an audit reveals that the DPO has under-reported the number of subscribers or the license fee or has misrepresented any item or has failed to keep accurate and complete records:

    - The DPO shall make immediate payment of all amounts due plus late payment of interest thereon at a monthly rate of 18%. In the event the audit reveals that the underreported License Fee due for any period exceeds the License Fee reported by the DPO by 2% or more, the DPO shall additionally pay NDTV the costs in relation to such audit and also take necessary steps to avoid such errors in future.

    - NDTV shall at its sole discretion (without prejudice to NDTV's other rights and remedies) suspend delivery of the signals of the NDTV Channels and or terminate this Agreement in accordance with Clause 15, if the DPO fails to make payment of the full amount of License Fee due along with late payment interest thereon and or fails to avoid recurring errors in reporting.

- The DPO shall, once in a calendar year, cause audit of its SMS, CAS, and other related systems by an auditor to verify that the monthly subscriptions reports made available by the DPO to NDTV are complete, true and correct and issue an audit report to this effect to NDTV.

- That TRAI may empanel auditors for the purpose of such audit, and it shall be mandatory for the DPO to cause audit, under sub-regulation (1) of Regulation 15 of Interconnection Regulations 2017, from M/s Broadcaster Engineering Consultants India Limited, or any of such empanelled auditors.

- **Advertising and Promotion**

- NDTV grants the DPO the non-exclusive, revocable, non-assignable, non-sublicensable, and limited right during the Term of this Subscription License Agreement to use the NDTV Channel Marks solely in connection with the DPO's advertising and promotion of the NDTV Channels in a manner as that has been approved in writing by NDTV. The DPO shall promote and increase awareness of the NDTV Channels among its Subscribers and potential subscribers.

- The DPO has explicitly agreed to provide the NDTV Channels:

    - At least the same level of marketing support as provided for other channels in the same genre, but in no event less than the level of marketing support provided to the other channels.

    - Similar treatment to NDTV Channels in all advertising materials whereby the NDTV Channel Marks and/ or names appear with the same size and prominence of other channel marks and names in the same genre.

- NDTV may undertake marketing tests, public polls, research in relation to the NDTV Channels and the DPO shall cooperate with NDTV to provide all necessary research and information reasonably requested by NDTV.

- **Intellectual Property Rights**

- NDTV shall have the sole right and privilege to determine which events and programmes, advertisements, messages, and the like shall be included in the NDTV Channels.

- The DPO acknowledges that all Intellectual Property associated with the NDTV Channels including NDTV Channel Marks and associated marks and names (and the names of programs which appear in the NDTV Channels and the content thereof) are and shall remain the exclusive property of NDTV or respective right holders.

- The DPO agrees and undertakes to distribute the NDTV Channels in their entirety in the same manner as the NDTV Channels are delivered by NDTV without any cutting, editing, dubbing scrolling or ticker tape, interruptions, picture squeezing or resizing, insertion of graphic or animated overlays, pull

thoughts or crawls, deletion or variation, substituting or any other modification, alternation, addition, deletion, variation or other interference or interruption in any manner.

- The DPO shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by NDTV and is disclosed to the DPO for the purpose of this Subscription License Agreement. The DPO acknowledges and agrees that the DPO shall have the right to use the NDTV Channel Marks to promote the NDTV Channels through programme guide, programme listing, internet website and for the purpose of displaying the EPG, if any.

- The DPO has not and shall not acquire any proprietary or other rights or interests in the NDTV Channel Marks by reason of this Subscription License Agreement. NDTV shall have the sole discretion to approve the use of such NDTV Channel Marks by the DPO with respect to the programmes included in the NDTV Channels.

- All rights to the NDTV Channels and its contents are specifically reserved to NDTV, and the DPO shall not have any claim over the same. Notwithstanding anything contained in this Subscription License Agreement, the DPO agrees that NDTV, its parent, successors, assigns or any entity that owns or controls NDTV directly or indirectly during the Term hereof or for any extension, may rename or re-brand the NDTV Channels in its sole discretion.

- **Anti-Piracy**

- In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any NDTV Channel, in whole or in part, (**Piracy**), the DPO shall, prior to the commencement of the Term of the Subscription License Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (collectively, **Security Systems**) as may be specified, in a non-discriminatory manner in writing, from time to time, by NDTV.

- To ensure the DPO's ongoing compliance with the security requirements set out in the Agreement, NDTV may require technical audits (**Technical Audits**) conducted by an independent security technology auditor (**Technical Auditor**), approved by NDTV in writing no more than twice per year during the Term, at NDTV's cost and expense.

- If the results of any Technical Audit are not found to be satisfactory by either the DPO or NDTV, then NDTV shall work with the DPO in resolving this issue within fourteen (14) business days of either Party notifying the other Party of

such issues arising from the Technical Audit.

- If a solution is not reached by then, NDTV may, in its sole discretion, suspend the DPO's right to distribute the NDTV Channel(s) or take other actions as provided under the Subscription License Agreement, until such systems, procedures and security measures have been corrected to NDTV's satisfaction. DPO shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures, and security measures have been corrected by the DPO to NDTV's satisfaction.

- DPO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the NDTV Channels, distributed / transmitted through the Addressable System at least every 10 minutes on 24 x 7 x 365 basis.

- DPO shall not authorize, cause or suffer any portion of any of the NDTV Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by DPO at the time the NDTV Channels are made available by NDTV.

- If DPO becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the NDTV Channels for any other purpose, DPO shall within ten (10) minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the NDTV Channels for any other purpose, notify NDTV and the DPO shall also restrict access to the NDTV Channels to prevent such unauthorized use.

- If so instructed by NDTV, the DPO shall shut off or de-authorize the transmission to any unauthorized user or Subscriber indulging in piracy, within ten (10) minutes from the time it receives such instruction from NDTV. Any communication under this clause shall be considered as valid if: (i) the information is sent through e- mail in a format as mutually agreed by the Parties and (ii) the information is sent by a person(s) who is designated to send such information.

  However, such information may also be provided by NDTV representatives through other means of communications such as telephonic call, e-mail, message, fax etc and such information shall later be confirmed by NDTV through email and the DPO shall be under obligation to act upon such information.

- **Right of Suspension**

- Subject to any Applicable Laws, NDTV shall have the right to suspend delivery of the NDTV Channels to the DPO after giving notice in terms of the Applicable

Law, in the event of: (i) a material breach related to License Fee if the same is not paid by the DPO by the Due Date; (ii) a material breach related to anti-piracy; or (iii) any other material breach of this Subscription License Agreement not related to anti-piracy / non-payment of License Fee.

- **Alteration of Channels**

- The DPO agrees to carry each of the NDTV Channels in their entirety, in the order and at the time transmitted by NDTV, without any cutting, editing, delays, alterations, interruptions, picture squeezing or re-sizing, dubbing, scrolling or ticker tape, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions blacking out, substituting or any other modification, except as authorized by NDTV hereunder and for any EPG / programme related information, interactive service or platform related functionality.

- The DPO also agrees and undertakes that it shall not superimpose or otherwise insert any advertisements, promotions, programmes, data and content whatsoever either of its own or that of any other channel before / during / after or along with the content of the NDTV Channels except as authorized by NDTV.

- The DPO shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the NDTV Channels for any purpose whatsoever. The DPO undertakes not to copy and / or store any content available on any of the NDTV Channels on any storage device in any medium.

- The DPO may, subject to the Applicable Laws, insert scrolls or text line messages that shall appear on the bottom of the screen in order to communicate with its Subscribers only in case: (i) where it is so required by any regulatory or Governmental authority; or (b) any change in its channel offerings or impending disconnection or any disruption in the supply of the NDTV Channels subject to the aforesaid scrolls or text line messages also appearing on the competitor channels in the respective genres on a non-discriminatory basis.

- It is further agreed that the DPO shall not insert any independent advertising on the NDTV Channels and shall not superimpose or otherwise modify or alter in any manner any trademarks, channel marks, names, logos, or copyright appearing on the NDTV Channels. However, subject to the foregoing, the DPO is allowed to add / insert its own trademark, logo, name or other insertion of similar nature in the form of translucent watermark, while transmitting / re-transmitting the signals, provided that any of such insertions do not appear at more than one place in any frame and provided further that such insertions are also made on the closest competitive channels in the respective genres on a non-discriminatory basis as regards their placement,

size etc. The DPO shall further ensure that the trademark, logo, name, watermark so inserted by it shall not be more prominent than the respective NDTV Channels' name, logo, marks, etc. and shall not obscure or overlay the NDTV Channels' logo, name, marks or any programme appearing on the NDTV Channels. NDTV reserves the right to alter the NDTV Channels, including the name and logo of the Channels and the programming exhibited on the NDTV Channels.

- **Termination**

- Either Party may terminate this Agreement by giving a prior written notice, subject to Applicable Law, to the other in the event of:

    - Material breach of this Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so.

    - Immediately in the event of:

        - Insolvency of the other Party, or if the other Party enters into an arrangement or composition with its creditor(s), or if a receiver of the other Party's assets is appointed; or if a resolution is passed by the board and shareholders of the other Party to wind-up its business and file for voluntary winding up before the court / tribunal.

        - The license, registration, approval or any other material permission necessary for the DPO to operate its Addressable System being revoked or surrendered or cancelled for any reason whatsoever at any time.

- NDTV shall have the right to terminate this Agreement on written notice of 21 days to the DPO if:

    - The DPO breaches any of the terms of this Subscription License Agreement.

    - NDTV discontinues the NDTV Channels with respect to all distributors in the Territory.

- NDTV retains the right to terminate this Agreement, without assigning any reasons, by serving a notice of thirty (30) days to the DPO.

- The DPO shall have the right to terminate this Subscription License Agreement on written notice to NDTV if the DPO discontinues its business and provides at

least ninety (90) days' prior written notice.

- The procedure for disconnection of signals of the NDTV Channels shall be subject to provisions contained in the Interconnection Regulations dated 3 March 2017 notified by TRAI, as amended from time to time.

- In the event the IRD or Viewing Card are transferred to any other location in breach of this Subscription License Agreement, the Subscription License Agreement shall automatically terminate without prejudice to any other rights, entitlements, and remedies of NDTV under this Subscription License Agreement or Applicable Law.

- NDTV shall have the right to disconnect the NDTV Channels provided to the DPO at any time by giving prior notice of twenty-one (21) calendar days, specifying the reasons for such disconnection.

- The right of NDTV to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to NDTV under this Subscription License Agreement or Applicable Laws.

  - <u>Consequence of Termination</u>

- Upon expiration or termination of this Agreement, all rights granted to, and obligations undertaken by the Parties under this Agreement shall terminate immediately except:

  - DPO's obligations to pay the License Fees accrued under the Subscription License Agreement upon or prior to expiration or termination of the Agreement.

  - The indemnity obligations of the Parties.

  - The confidentiality obligations of the Parties.

  - Such other rights as may accrue to the Parties under Applicable Laws.

- In addition, the DPO shall forthwith:

  - Cease to use the Intellectual Property Rights of NDTV and shall sign such confirmation of cessation of use of such Intellectual Property Rights as NDTV may require.

  - Cease to provide or distribute / transmit the NDTV Channels to the Subscribers.

  - Return the IRDs and Viewing Cards to NDTV.

  - The DPO shall prepare and deliver to NDTV a final Subscriber Report

relating to amounts due to NDTV forthwith.

- All promotional materials of NDTV and / or confidential Information which are in the possession of the DPO or under its control shall be returned to NDTV or be otherwise disposed of in accordance with NDTV's directions.

- The expiry or termination of the Agreement shall be without prejudice to any rights, which have already accrued to either Party under the Agreement prior to the date of expiry or termination. The Parties shall immediately cease to make any representations that they are associated with each other in the Territory. The termination of the Agreement shall not absolve the DPO of its obligations and stipulations under the Agreement. Termination of this Agreement shall not affect any continuing obligations of each of the Parties, including any rights and obligations relating to indemnification and audit.

- **Representations and Warranties**

- Each Party represents and warrants to the other Party that:

  - They are each duly incorporated and validly existing under Applicable Laws and have the full authority and all rights, licenses, permissions, and approvals necessary to perform its obligations under this Subscription License Agreement.

  - They will each individually comply with Applicable Laws to while discharging their respective obligations under this Subscription License Agreement.

  - The execution of this Subscription License Agreement will result in legally binding obligations enforceable against each Party.

- The DPO represents and warrants to NDTV that:

  - Neither the DPO nor any director(s), officers(s), agents(s), employees(s), or any other persons(s) acting for or on behalf of the foregoing has: (a) offered, paid, promised to pay, or authorised the payment of any money or anything of value, to any government official or Governmental Authority or any political party or any third party for the purpose of influencing any act or decision of such Governmental Authority or political party or any third party in connection with its services or direct business to any person, in each case where such payment , offer or promise is prohibited under any Applicable Laws to which such entity is subject; and (b) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws.

- The DPO, its director(s), officer(s), agents(s), employees or any other person acting for or on behalf of the foregoing has complied and shall continue to: (a) comply with all applicable anti-bribery and anti-corruption laws and regulations; and (b) engage only in legitimate business and ethical practices in commercial operations, in relation to dealing with any governmental officials or government authorities or third parties pursuant to and in relation to this Subscription License Agreement.

- For the Term of the Subscription License Agreement, the DPO shall be in compliance with Applicable Laws including the Quality of Service Regulations prescribed under Applicable Laws.

- It shall not cause exhibition of the NDTV Channels via any medium other than the Addressable System.

- The DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving the NDTV Channels.

- It has obtained all necessary rights, licenses, and permissions relevant to distribution of the NDTV Channels and has submitted the documents set out in Schedule IV at the time of execution of this Subscription License Agreement.

- The DPO has not received any written notice from any Governmental Authority with respect to any violation of any Applicable Laws and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to this Subscription License Agreement being revoked, varied, cancelled, suspended or not renewed.

- The DPO is financially solvent and is capable of discharging its payment obligations under this Subscription License Agreement.

- It shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of NDTV and shall not remove or shift any Equipment without the prior written consent of NDTV. The DPO shall allow authorized employees or agents of NDTV, free access to the IRD/Viewing Card(s) to check whether the IRD/Viewing Card(s) is being properly used.

- It shall not shift, remove, modify, misuse or tamper with the Equipment used to including the paper seal to prevent opening of the Equipment or any signals emanating therefrom, in a manner that

prevents the identification of the Equipment number or interferes with the signals emanating therefrom.

- The obligations of the DPO under this Subscription License Agreement are integral and necessary for protecting the value of the NDTV Channels and the content of the NDTV Channels.

- The DPO has carefully read the terms of this Subscription License Agreement and has evaluated all considerations relating to the Subscription License Agreement by the DPO to the terms of this Subscription License Agreement, and the DPO has such knowledge and experience in financial, business and industry matters that it is capable of evaluating the merits and risks of agreement to the terms of this Subscription License Agreement.

- The DPO has consulted and obtained advice from its own advisers, including legal, financial, tax and technical advisors and experts, as to all matters, including all obligations of the DPO, under this Subscription License Agreement and on that basis believes that the terms of this Subscription License Agreement are suitable and appropriate for the DPO.

- **Indemnity and Limitation of Liability**

- DPO shall, to the maximum extent permitted by Applicable Laws, indemnify, defend, and hold harmless NDTV and its parent, officers, directors, employees and agents against and from any and all third-party claims, including claims made by Subscribers, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the DPO of any provision in this Subscription Licensing Agreement.

- NDTV shall not be liable to the DPO, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Subscription License Agreement or the provision of the NDTV Channels or inability to provide the same whether or not due to suspension, interruption or termination of the NDTV Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. Notwithstanding anything contained herein to the contrary, the aggregate liability of NDTV to the DPO in connection with or arising out of this Subscription License Agreement shall be limited to the License Fees for the last month actually paid by the DPO to NDTV.

- The DPO undertakes that it shall be solely responsible for dealings with the

Subscribers or and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO, and shall not have any claim against NDTV.

- **Excluded Damages**

- To the maximum extent permitted by law, in no event will NDTV be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or that relate in any way to this Subscription License Agreement or its performance. This exclusion will apply regardless of the legal theory upon which any claim for such damages is based, whether NDTV had been advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose.

- **Confidentiality**

- The Parties agree that the terms of this Subscription License Agreement and all other related information exchanged between the Parties is confidential in nature and each Party agrees not to disclose these terms or other information to any third party, except (i) to its professional advisers for the purpose of seeking advice or enforcing its rights in connection with this Subscription License Agreement; or (ii) where such disclosure is required to be disclosed by law, regulatory authority, stock exchange requirement or pursuant to a judicial order. The DPO shall not make any announcement relating to this Subscription License Agreement, any matter arising inrespect of this Subscription License Agreement or its relationship with NDTV, without the prior written consent of NDTV. The form and content of any such announcement shall be consented and agreed to by NDTV.. This clause will survive termination of this Subscription License Agreement for any reason whatsoever including the conclusion of the Term.

- **Governing Law and Jurisdiction**

- The Parties agree that this Subscription License Agreement is governed and construed under the substantive Laws of India. The Parties agree that the TDSAT and Courts of Delhi shall have the exclusive jurisdiction to entertain any dispute arising out of or in connection with this Subscription License Agreement.

- **Force Majeure**

- In the event that either Party cannot perform its obligations under this Subscription

License Agreement for a period more than forty-five (45) days due to a Force Majeure Event, then NDTV shall be entitled to terminate this Subscription License Agreement forthwith by providing 30 days' notice.

- **Miscellaneous**

- Amendment: No amendment / variations / modifications to this Subscription License Agreement shall be valid unless agreed to in writing and signed by the authorized signatories of each Party.

- Waiver: No waiver of any breach of any provision of this Subscription License Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Subscription License Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

- Notices: All notices must be in writing sent, during working hours, by personal delivery or courier or registered post or email to such address of NDTV and the DPO as first set out in this Subscription License Agreement, unless otherwise notified in writing by either Party. Notices of breach or termination to NDTV must also be addressed to NDTV's Legal Department via email on legal@ndtv.com. A notice will be deemed to have been received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2nd business day when sent by courier; and (c) fifth business day when sent by registered post.

- Assignment: Each Party may assign the whole or part of its rights and obligations under this Subscription License Agreement to any of its affiliates provided that the prior written consent of the other Party is obtained.

- Counterparts: This Subscription License Agreement may be executed in counterparts, each of which taken together shall constitute one and the same agreement, and any party may enter into this Subscription License Agreement by executing a counterpart. Any signature delivered by electronic mail shall be deemed for all purposes as being good and valid execution and delivery of this Subscription License Agreement by that Party. The delivery of the signed Subscription License Agreement or counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the Subscription License Agreement or counterpart in person.

- Entire Agreement: This Subscription License Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and

there are no further or other promises, representations, warranties or agreements or understandings, whether written or oral, except as contained herein. This Subscription License Agreement cannot be modified in any way except in writing signed by the Parties.

- Relationship between the Parties: Nothing in this Subscription License Agreement will be construed as creating partnership, joint venture, agency, or employment between the Parties. The Parties shall not be responsible for the acts or omissions of the other and neither Party shall have nor represent that it has any power authority to speak for, represent, bind or assume any obligation on behalf of the other Party in any way without the prior written consent of the other Party.

- Severability: If any provision in this Subscription License Agreement is determined by a court of competent Jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

- Survival: The Parties shall have no further obligations or rights under this Subscription License Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Subscription License Agreement, the survival of which is necessary for the interpretation or enforcement of such provisions and the Subscription License Agreement, shall continue to have effect after the end of the Term.

- Remedies: All rights and remedies of either Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

[SIGNATURE PAGES FOLLOW]

SIGNED AND DELIVERED FOR AND ON BEHALF OF NEW DELHI TELEVISION LIMITED

Signature:

Name:

Designation:

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE DISTRIBUTION PLATFORM OPERATOR:

Signature:

Name: . Mr. Mr.KUPPUSAMY SENTHILKUMAR

Designation: Managing Director

Schedule I

(*Defined Terms*)

Active Subscriber means a Subscriber who has been authorized to receive signals of NDTV Channels as per the CAS of the DPO and whose set top box has not been denied signals.

A la carte with reference to offering of a television channel means offering the channel individually on a standalone basis.

Addressable System means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the Subscriber within the limits of the authorization made, on the choice and request of such Subscriber, by the distributor of television channels.

Applicable Law means at a time and from time to time: (i) any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other Governmental restriction of any applicable country or jurisdiction; or (ii) any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority.

Authorized Area shall mean such selected areas of the Registered Area where the DPO is being authorized under this Subscription License Agreement to distribute the NDTV Channels as more specifically set out at **Schedule II**.

Bouquet means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly. **Bouquet of NDTV Channels** for the purpose of this Subscription License Agreement shall mean NDTV's Bouquet of Channels as mentioned under **Schedule VI** hereto, which may be amended from time to time.

Carriage Fee means any fee payable by a broadcaster to a distributor of television channels only for the purpose of carrying its channels through the distributor's network, without, specifying the placement of such channels onto a specific position in the electronic programme guide or seeking assignment of a particular number to such channels.

CAS shall mean the conditional access system maintained by the DPO in accordance with the Interconnection and Tariff Regulations and the terms of this Subscription License Agreement, which shall have the ability to authorize, provide and deny specific NDTV Channels, data, or information to paying Subscribers and which meets the

requirements set out under **Schedule III** of this Agreement.

Distribution Fee means any fee payable by a broadcaster to a distributor of television channels for the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to Subscribers and it does not include Carriage Fee.

Distribution Platform Operator shall have the meaning ascribed at paragraph 2 of the Preamble of this RIO.

DRP means distribution retail price.

Due Date shall have the meaning ascribed at clause 5.6 of the Subscription License Agreement.

EPG means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows Subscribers to navigate and select such available channels and programmes.

Equipment shall mean any and all hardware/software and other devices, including the IRDs and the Viewing Cards.

Fingerprinting means exercises where code numbers are made overtly to appear on the screen of a television and / or covertly in the signals of the channels that enables identification of the smart card being used to access such signals.

Force Majeure Event shall mean any act, cause, contingency or circumstance beyond the control of the Parties, as the case may be, including, without limitation, any governmental action, order from court or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, pandemic public transportation dispute, satellite failure or transponder failure.

Free-to-air channel" means a NDTV channel which is declared as such by NDTV, from time to time, and for which no fee is to be paid by the DPO to NDTV for signals of such channels.

Incentive Scheme shall mean the LCN Incentive offered by NDTV to DPO on MRP of the NDTV Channels and / or Penetration Incentive offered by NDTV to DPO on MRP of the subscribed a-la-carte NDTV Channels, as are set out at clause 5.4 of this Subscription License Agreement, subject to the DPO complying with all the terms and conditions of the selected Incentive Scheme to qualify for the applicable incentive(s) as set out under this Subscription License Agreement.

Intellectual Property shall mean and include, without limitation: (i) all rights, title and interest in the programming on the NDTV Channels; (ii) the NDTV Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the NDTV Channels; and (ii) any trademarks, trade names, logos, names,

titles of the rights holders of any programming exhibited on the NDTV Channels.

Interconnection and Tariff Regulations shall have the meaning ascribed at paragraph 1 of the Preamble of this RIO.

IRD shall mean Integrated Receiver Decoder required for downlinking and accessing the NDTV Channels.

LCN means Logical Channel Number.

License Fee shall have the meaning ascribed at clause 5.1 of this Subscription License Agreement.

NDTV Channel Marks shall mean trade names, trademarks, logos and service marks (i) used by NDTV and/or its affiliates from time to time in connection with its services; or (ii) owned by NDTV, its affiliates and rights holders in connection with the NDTV Channels.

NDTV Channels shall have the meaning prescribed at paragraph 4 of the Preamble to this RIO more specifically set out at **Schedule VI**, which are offered A la carte or as Bouquet of Channels.

Piracy shall have the meaning ascribed at clause 12.1 of this Subscription License Agreement.

Registered Area shall mean such areas as more specifically set out at **Schedule II**.

Rights shall have the meaning ascribed at clause 3.1 of this Subscription License Agreement.

RIO means Reference Interconnect Offer defined under the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017.

Security Systems shall have the meaning ascribed at clause 12.1 of this Subscription License Agreement.

Set Top Box means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels.

SMS shall mean the subscriber management system maintained by the Distribution Platform Operator in accordance with the Applicable Laws.

Subscriber shall have the meaning ascribed at Recital C of this Subscription License Agreement. For purposes of clarity, where two or more connections in a private residential household or a private residential unit receive the channels, each such additional connection shall be accounted for and referred to as separate Subscriber under this Subscription License Agreement.

Subscriber Report shall mean the format provided by NDTV as set out at **Schedule V,**

generated only through SMS and CAS.

TDSAT means the Telecom Disputes Settlement and Appellate Tribunal.

Technical Auditor shall have the meaning ascribed at clause 12.2 of this Subscription License Agreement.

Technical Audits shall have the meaning ascribed at clause 12.2 of this Subscription License Agreement.

Term shall have the meaning ascribed at clause 2.1 of this Subscription License Agreement.

TRAI means the Telecom Regulatory Authority of India.

Viewing Cards means the viewing card supplied by NDTV and which is to be used in conjunction with the IRD for the Distribution Platform Operator to access and decode each NDTV Channel.

Schedule II

(*Territory*)

Authorized Area (please provide complete details):

It is hereby clarified that it shall be permissible for the DPO to distribute subscribed NDTV Channels beyond the Authorized Area, by giving a written notice to NDTV, addressed to the designated person for that area/Territory named herein above and subject to receiving written confirmation from NDTV in this regard. The distribution of subscribed NDTV Channels in such additional area can be done by the DPO after 30 (Thirty) days from the date of receipt of such written confirmation from NDTV and the said notice shall be deemed to be an addendum between the Parties for additional area to be serviced by the DPO and the term of this Agreement shall automatically apply to such additional area, provided that such area fall within:

- The Registered Area of operations for the DPO, and/or
- The State or Union Territory in which the DPO has been permitted to distribute the signals of Subscribed Channels under this Subscription License Agreement.

Schedule III
(*Addressable System Requirements*)

Conditional Access System (CAS) and Subscriber Management System (SMS)

- **CAS Mandatory Requirements**

- **Time Stamping:** All logs shall be stamped with date and time. The system shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.

- **Activation and Deactivation:** No access/login IDs/user interface/application shall be provided to the distributor of television channels to execute any commands, including but not limited to, activation/de-activation, bouquet creation/modification/deletion, etc., directly from CAS by bypassing SMS:

Provided that, if any activity has been carried directly from CAS for trouble shooting; such an exception shall be identified through the synchronization mismatch report. Further, for any activity outside the normal channel/route of SMS-based commands, a secure log shall be maintained and made available on request to the audit or testing agency for scrutiny.

- **SMS and CAS Integration:** Each instance of the activity carried out at SMS pertaining to CAS shall be recorded in the logs/reports of CAS, along with date and time stamp.

- **Set Top Box (STB) Operation:** Upon deactivation of any subscriber from the SMS, all program/services, including all free- to-air (FTA) and pay channels and platform services, shall be denied to that subscriber:

Provided that there shall be a facility for the distribution platform operator (DPO) to continue to provide B-mail/scroll messages that enable a consumer to get the information in relation to the recharge/payment of the pending dues.

- **Channel Addition:** CAS shall be capable to add/modify channels/bouquets as may be required from time to time.

- **Logical Channel Number (LCN):** CAS shall not support carriage of channel with same name or nomenclature in the distributor's network served by each headend under more than one LCN, and another channel descriptor. Further, each channel available in CAS shall be uniquely mapped with channels available in SMS.

- **Hybrid STB:** In case a distributor of television channels has deployed hybrid STBs, CAS shall ensure that the over-the-top (OTT) App does not get

access to the linear Television channels, and the CAS does not get access to channels delivered through OTT platform:

Provided that, all the mandatory requirements for CAS shall be complied by the hybrid STBs.

- **CAS Reports:**
    - CAS database shall have the reports of whitelist of card/STBs along with details such as active/inactive status, with the date and time stamp.
    - CAS system shall be capable of generating reports pertaining to the channel/bouquet subscriptions and active/deactivated subscribers, or any combination thereof; of sharing the same with SMS as a scheduled activity, and also upon request, including, but not limited to, the following details:
        - STB Number
        - Viewing Card (VC) Number [or, in case of card-less CAS, chip identification (ID) or virtual card number of the STB]
        - Product Code pertaining to channels/ bouquets available on the platform
        - Start date of entitlement
        - End date of entitlement
        - Status of card (Active/Inactive)
    - It shall be possible to generate following reports from the logs of CAS:
        - STB-VC pairing/de-pairing
        - STB activation/deactivation
        - Channel assignment to STB
        - Report of the activation/deactivations of a particular channel for a given period
- **CAS Database and tables:**
    - There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split CAS database for creation of more than one instance by a DPO or a vendor.

- CAS must support the following options with reference to uploading of unique access (UA)/ viewing card (VC) details in CAS database:
    - a secure un-editable file of card details, as purchased by the distributor, to be uploaded by the CAS vendor on the CAS Server directly, or,
    - if it is uploaded in any other form, UA/VC in CAS database shall be captured in logs.
    - Further, CAS shall support an automated, application programming interface (API)-based mechanism to populate such UA/VC details in the SMS, without any manual intervention.

- **CAS Logs:** CAS logs such as the user command, configuration, channel/bouquet creation, modification, etc., shall be kept in a secured and un-editable way.

- **CAS Backup Server:** In the event of provisioning of a backup server, logs of all activities carried out in main server shall be concurrently copied into the backup server:

Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:

Provided further that the main and backup server shall always be in sync with regard to the key data such as subscription data, STB UA/VC details, entitlement level information, etc.

- **CAS-STB addressability:**
    - CAS shall be capable of providing STB/viewing card information with the current date, time, and name/logo of the distributor of television channels.
    - CAS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
    - CAS shall be capable of tagging and blacklisting VC numbers and STB numbers that are involved in piracy, to ensure that such STB/ VC cannot be redeployed.
    - CAS shall be capable of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

- **Access to Database:** CAS and SMS shall ensure that the access to database is

available to authorized users only, and in “read only” mode only. Further, the database audit trail shall be permanently enabled.

*Explanation 1: D*atabase here refers to the database where data and log of all activities related to STB activation, deactivation, subscription data, STB UA/VC details, entitlement level information, etc., is being stored.

- **Provision of à-la-carte channels or bouquet:**
    - CAS (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.
    - CAS (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.
- **CAS and SMS Server Separation:** CAS and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.
- **Finger printing measures:**
    - CAS shall support both covert and visible types of finger printing functionality.
    - The fingerprinting shall be on the topmost layer of the video.
    - The fingerprinting shall appear on the screen in all scenarios, such as menu, electronic programme guide (EPG), settings, blank screen, games, etc.
    - The fingerprinting shall not get invalidated by use of any device or software.
    - CAS shall have the capability to run fingerprinting at regular intervals (e.g., minimum of 2 fingerprints per hour on a 24x7x365 basis) and provide broadcasters with the fingerprint schedule on request.
    - The fingerprinting shall be available on global as well as on individual STB basis.
- **CAS Database (DB) Export:** CAS shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.
- **Firewall Access:** CAS shall be accessible through a Firewall only.
- **CAS Server Hardware:** CAS shall be deployed on hardened secure server hardware. CAS shall protect against any backdoors, malicious software

deployments, and cyber security threats.

- **De-entitlement of STB:** CAS should have the following features:
    - The entitlement end date in CAS shall be equal to the entitlement end date in SMS, or,
    - The entitlement end date in CAS shall be open and SMS shall manage entitlements based on the billing cycles and payments.

SMS Mandatory Requirements

- **Synchronization of the data of both CAS and SMS:**
    - CAS and SMS data shall be synchronized with each other. There shall be a facility to trace data mismatch between CAS and SMS on periodic basis, to be made available during audits.
    - SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:
        - STB No.
        - VC No. (Or in case of card-less CAS, chip ID or virtual card number of the STB)
        - Product Code pertaining to à-la-carte channels and bouquets available on the platform
        - Start Date of entitlement
        - End Date of entitlement
        - Status of card (Active/Inactive)
    - The file output of CAS shall be processed by SMS system to compare and generate a 100% match or mismatch error report.
- **Channel/Bouquet management:** SMS shall support the following essential requirements:
    - Create and manage all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc.
    - Manage changes in the channel/bouquet, as may be required, from time to time.
    - Link the products'IDs for à-la-carte channels and bouquets (Single and

Bulk) created in CAS with the product information being managed in SMS, for smooth working of SMS and CAS integration.

- Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).

- **Network Capacity Fee** (**NCF) Policy Creation:** SMS shall support all Network Capacity Fee related requirements mandated by the applicable tariff order.

- **Bill/Invoice Generation:** SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, Pay Channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB (if any), other applicable charges, including Goods and Services Tax (GST).

- **Password Policy Creation for Users**: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof.

- **Management of Logs:**

  - SMS shall have the facility to provide user detail logs with the ID of users on each login event.

  - SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log.

  - All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs.

  - The logs shall be maintained for a period as specified in Schedule III or at least two audit cycles, whichever is later.

- **Channel subscription report:** SMS shall be able to provide the total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions.

- **SMS Database and tables:**

  - There shall not be any active unique subscriber outside the database tables.

  - SMS shall not provide an option to split SMS database or for creation of more than one instance.

  - SMS shall have the provision to enable or disable channel (à-la-carte

channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator.

- SMS shall be capable of capturing the following information required for audit or otherwise:
    - Bouquet à la carte status change history
    - Bouquet composition change history
    - Change in status of connection (primary to secondary and vice versa)

- **Firewall Access:** SMS shall be accessed through a Firewall.
- **STB-VC pairing:** STB and VC shall be paired from the SMS to ensure security of channel.
- **SMS-STB addressability:** The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

<u>CAS Desirable Requirements:</u>

- **Message Queue:**
    - In the event of unsuccessful transmission of messages due to network failure (*for instance*, due to power failure), the head-end should have an option to queue up the messages. Further, there should be a provision to retry them at specified intervals using additive back off retrial timings.
    - In the event of unsuccessful deliveries of the messages, the life of the messages should be specifiable.
- **Geographical Blackout:** CAS shall have the feature of geographical blackout.

  Explanation 1: Geographical blackout is the ability of CAS to blackout a particular region based on the postal index number (PIN) Codes [Geographic Area Code], if required by government agencies or for other reasons.

- **After-Sales Service Support:** The required software and hardware support should be available to the distributor of the television channels' installations from the CAS vendor's support teams located in India. The support should be such as to ensure the CAS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of

service and uptime.

Explanation 1:

- The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the CAS vendor.

- The actual service-level arrangement for the system support shall be governed by the mutual agreement / service-level agreement (SLA) between the service provider, i.e., CAS vendor and the customer (DPO).

- The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee.

<u>SMS Desirable Requirements</u>

- **Data Verification:**

  - SMS should have the facility to carry out auto-reconciliation of channels/à la carte and all bouquets with their respective ID created in SMS with CAS configuration, and the variance report should be available in the system with logs.

- **SMS Reports:** SMS should have a provision of generating the following reports pertaining to STB/VC:

  - White list of STB/VC along with active/inactive status
  - Faulty STB/VC – repairable and beyond repairable
  - Warehouse fresh stock
  - In stock at local cable operator (LCO) end
  - Blacklist
  - Deployed with activation status
  - Testing/demonstration STB/VC with location

- **Audit-related requirements:** SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise:

  - **Subscriber related:**

    - Subscriber contact details change history
    - Connection count history

    - Transition of connection between Disconnected/Active/Temporary Disconnected
    - Subscription change history
- **LCO related:**
    - LCO Contact details change history
    - LCO and DPO sharing change history
- **Product (Bouquet/à-la-carte channel) related:**
    - Broadcaster à-la-carte relation
    - Bouquet name change history
    - À la carte name change history
    - Bouquet à-la-carte channel rate change history
- **STB/Smartcard related:**
    - Change in location history
    - Change in status (Active/Damaged/Repaired)

- **User Authentication:** SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system.
- **Miscellaneous:** SMS should have the provision to support the following miscellaneous requirements:
    - List of à-la-carte channels and bouquets, digital headend (DHE) and Zone-wise: Provision to support/manage Zone/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in CAS.
    - Revenue Sharing Between DPO and LCO: Provision to define and calculate DPO and LCO revenue share separately for distribution fee as well as for NCF, as per the agreement executed between them, with the option to maintain historical information can be very useful and is desirable.
    - LCO invoicing with GST: Provision to generate invoicing under multiple GST registration numbers of LCO's and to comply with GST invoicing norms as applicable.

- Product(à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.

- Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm.

- Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.

- Calendar/Activity Scheduling: Provision to auto-schedule activities like STB activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.

- Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs.

- Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals.

- Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.

- Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).

- Generation of Reports: Provision to generate the following reports for operational purpose:

    - All, selective and single boxes' current status with their first-time activation date.

    - Total number of à-la-carte channels and bouquets and STB expiring detail till given future date on the dashboard, according to the permission.

    - Today's fresh activation count, de-activation count, re-

activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission.

- Total active and inactive subscriber's details with multiple criteria (network-wise, à- la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

- **After-Sales Service Support:** The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime:

  Explanation 1:

  - The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the SMS vendor.

  - The actual service-level arrangement for the system support shall be governed by the mutual agreement/SLA between the service provider, i.e., SMS vendor and the customer (DPO).

  - The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee."

Schedule IV

(*Relevant Documents*)

- Constitution Documents – (Partnership Deed, Certificate of Incorporation etc. and a list of partners/Directors along with their Identity & Address proof);
- Name of the contact person/authorized representative, identity proof and email address;
- Copy of the resolution passed by the board of directors of the DPO or an authority letter from the DPO authorizing to execute this Agreement on behalf of the DPO;
- Copy of the valid GST registration certificate;
- Copy of the valid PAN Card;
- Copy of the valid registration/License issued by the requisite authority to the DPO for running its authorized distribution network or cable network in the Territory;
- Copy of the Entertainment Tax Registration Certificate, clearly indicating the Entertainment Tax Number;
- CAS declaration from the DPO's conditional access vendor;
- SMS declaration from the DPO's SMS vendor;
- Details of head-end, CAS and SMS deployed by the DPO;
- Copy of the auditor's report in compliance with Schedule III and/or Schedule X (as the case may be) & Schedule IX of the Interconnection Regulations, 2017; and
- Any other document as may be reasonably requested by NDTV.

Schedule V

(*Subscriber Report*)

- Monthly subscription reports of channels or bouquets to provided by the DPO to NDTV.
-
- Reported Month: _____ Year: _____
-
- Date of generation of Report: _____
-
- Date of submission of Report by the DPO: _____
-

A.1 Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Table 1- Monthly subscription for a-la-carte channels

Sl.	Name of the channel	Number of unique Active Subscribers of the Subscribed Channel on 7th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 14th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 21st day of the month	Number of unique Active Subscribers of the Subscribed Channel on 28th day of the month	Monthly average subscribers of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+ (5)+(6)]/4
1.						
2.						

Table 2- Monthly subscription for bouquets of pay channels

Sl.	Name of the Subscribed bouquet	Name of Subscribed Channels forming part of Subscribed Bouquet	Number of unique Active Subscribers of the Subscribed Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)
							+(5)+(6)+(7
							)]/4

1.							
2.							

Schedule VI

(*MRP of NDTV Channels and Bouquets*)

A-la-carte Pay Channels along with their MRP (W.E.F. 1st Mar 2024)

Sl. No.	Name of Channel	MRP (In INR)
1.	NDTV 24x7	3.0
2.	NDTV India	1.0
3.	NDTV Profit	1.0
4.	Good Times	1.5

NDTV reserves its right, subject to Applicable Laws, to revise the maximum retail price of the NDTV Channels payable per the Subscriber per month as set out above. Upon such revision, the DPO unconditionally undertakes to pay the revised License Fee pro-rata from the effective date of such revision.

Free-to-Air Channels along with their MRP (W.E.F. 1st Mar 2024)

Sl. No.	Name of Channel	MRP (In INR)
1.	NDTV Rajasthan	NA
2.	NDTV MP/CG	NA

Bouquets Of Pay Channels:

Sl. No.	Package Name	Channels	MRP (In INR)
1.	NDTV Ultra	NDTV 24x7, NDTV India, NDTV Profit, Good Times	4.50
2.	NDTV North Life	NDTV 24x7, NDTV India, Good Times	4.00
3.	NDTV North Info	NDTV 24x7, NDTV Profit, NDTV India	3.50
4.	NDTV South Info	NDTV 24x7, NDTV Profit	3

The DPO agrees and acknowledges that:

- The rates set out herein are applicable on a ‘per Subscriber per television set per month’ basis;
- The rates are exclusive of taxes and other levies which will be charged over and above the License Fee.

Schedule VII

(*Incentive Scheme*)

NDTV is offering certain incentives to all DPOs who avail the channels in A la carte or Bouquet(s). The DPO shall be eligible to avail the incentives, upon specifically opting in and selecting/ ticking the relevant incentive as set out hereunder, and subject to the DPO meeting each of the eligibility criteria as stated under Clause 5.4 of this Subscription License Agreement, strictly in the manner, sequence and as per conditions set forth hereunder.

- Incentive will be applicable on Bouquet MRP, if DPO selects the Bouquet(s) of Channels.
- Incentive will be applicable on A la carte MRP, if DPO selects the Channels on A la carte basis.

- **INCENTIVE PARAMETERS**

  - Based on LCN

Channels	% LCN Incentive
NDTV 24x7 & NDTV India	3%
All 4 channels (NDTV 24x7, NDTV India, NDTVProfit, Good Times)	5%

  - Based on Penetration

Channels	% Penetration Incentive
NDTV 24x7 & NDTV India	5%
All 4 channels (NDTV 24x7, NDTV India, NDTVProfit, Good Times)	10%

Channel	LCN	Genre/Language	Competing Channels	Market	PenetrationLevel
NDTV24x7	Top 2	News & Current Affairs/English	Times Now, India Today Television, Mirror Now, CNN News 18, WION andchannels of similar language and genre/sub-genre	All India	In parity with all competing channels

NDTV India	Top 5	News & Current Affairs/Hindi	Aaj Tak, ABP News, Zee News, News 18 and channels of similar language andgenre/sub-genre	HSM	In parity with all competing channels
NDTV Profit	Top 3	News & Current Affairs/English	ET Now, CNBC TV 18, BTVi and channels of similar language and genre/subgenre	All India	In parity with all competing channels
Good Times	Top 5	Infotainment / English, Hindi	Fox Life, TLC, Travel Xp, Living Foodz and channels of similar language and genre/sub-genre	All India	In parity with all competing channels

Schedule VIII

(*Equipment*)

Issued to : **SKYLINK NETWORKS**

Address: # 28/8,
Thudiyalur Main Road,
KCT Tech Park Opp,,
Saravanampatti,
Coimbatore, Coimbatore,
Tamil Nadu, 64103

Telephone No. : _____

Hardware Details:

Channels	IRD No.	Viewing Card No.

Received By : _____

Signature : _____

Issued By :_____

Signature : _____

Date :

Schedule IX

(*Scope of Audit*)

- **The scope of audit shall include the access to all the following (to the extent applicable on the DPO):**
- **Head End Audit**
- The DPO should provide Complete Network Diagram of its Head End for Audit and Auditing Purpose.
- The DPO to submit & confirm the no. of MUXs (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of Head End and analysis of TS stream from the MUX.
- All TS from MUX should be encrypted for.
- The DPO to ensure that its Network Watermark logo is inserted on all pay channels at encoder end only.
- **CAS Audit**

The DPO to provide all below information correctly;

- Make & version of CAS installed at Head End.
- CA system certificate to be provided by the DPO.
- CAS version installed should not have any history of hacking, certificate from CAS vendor required.

- CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.
- CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/OSD.
- CAS should be able to generate active/deactivate report channel wise/package wise.
- STB's and cards to be uniquely paired from the DPO before distributing the box down the line / LCO.
- All LCO's should be paired with unique system ID.
- The DPO to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to Authorized Representative by means of a fresh undertaking.
- Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by the DPO. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- The DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Package/product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.

Sr. No	**Name of Package/ Bouquet**	**Name of Channel**	**Genre**	**Language**	**Channel LCN Number**	**LCN Rank**	**Slab**

-

- **SMS Audit**
- All product authorization must be from SMS only. SMS and CAS should be fully integrated.

- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
    - Unique Customer Id
    - Subscription Contract number
    - Name of the subscriber
    - Billing Address
    - Installation Address
    - Landline telephone number
    - Mobile number
    - Email address
    - Service/Package subscribed to
    - Unique STB Number
    - Unique VC Number
- SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
- Location of each and every set top box VC unit.
- The SMS should be capable of giving the reporting at any desired time about:
    - The total number subscribers authorized
    - The total number of subscribers on the network
    - The total number of subscribers subscribing to a particular service at any particular date.
    - The details of channels opted by subscriber on a-la-carte basis.
    - The package wise details of the channels in the package.
    - The package wise subscriber numbers.
    - The ageing of the subscriber on the particular channel or package
    - The history of all the above mentioned data for the period of the last 2

years

- Following parameter should be validated during the audit:
    - Review Complete Network Diagram
    - Undertaking from the DPO for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
    - Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also, confirmation with respect to history of hacking.
    - Check the number of MUXs installed with active TS outputs. Also, whether all TS from MUX are encrypted.
    - Review whether Live diagram / fiber details of network are captured in SMS system
    - To check if DPO specific coding / ID is available for Finger Printing.
    - Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
    - Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
    - Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
        - Unique Subscriber ID
        - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
        - Hardware details
    - Review the subscribers activation/ de-activation history in the SMS system
    - Validate if the SMS is integrated with the Conditional Access system.
    - Review if all the active and de-active STBs are synchronized in both SMS and CA system.
    - Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
    - Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
    - Validate if all the STBs are individually addressable from the System and are

paired with the viewing cards.

- Validate if the LCO is attached to a Subscriber
- Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels.
- Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Authorized Representative.
- Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.

- Review of the following reports are supported by SMS & CA System
  - Total no of Subscribers - active & de-active separately De-active subscribers with ageing Channel wise Subscribers - total Channel wise Subscribers - split by package / channel details
  - Subscriber/Revenue Reports by State/City
  - No of packages/services offered
  - List of channels
  - Channels along with Rate Card Options offered with details of active Subscribers Historical data reports
  - Free / demo Subscribers details
  - Exception cases - active only in SMS or CA system

- **STB Audit**

- All STB should be individually paired in advance with unique smart card at central warehouse of the DPO before handing over to the subscriber

- The DPO to provide details of manufacturers of STBs being used / to be used by it (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.

- The DPO should provide one set of all type/model of boxes for testing and monitoring purpose. All STBs used by the DPO should be certified and diploma by their CAS vendor.

- Forensic watermarking to be implemented on the DPO Head End & STBs. ECM/EMM base Forced messaging full screen and ticker mode should be available. All the STBs should have embedded Conditional Access.

- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head End.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability. The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade. The STB outputs should have the following copy protections
    - Macro vision 7 or better on Composite video output.
    - Macro vision 7 or better on the Component Video output.
    - HDCP copy protection on the HDMI & DVI output.
    - DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
- Types of boxes launched / to be launched:
    - Vanilla STB
    - DVRSTB
    - Others (please specify)
- Please furnish STB details as following:
    - Open Standards or Proprietary?
    - Audio Video and Data I/O Configuration?
    - Local Storage?
    - Smart Card?
    - PVR Functionality?

    - Tamper Resistance?
    - Copy Protection? Please provide the details.
    - Are the STB's interoperable?
    - Interface to Other Devices?
- DVR / PVR STB should be compliance of following;
    - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
    - Recorded content should be encrypted & not play on any other devices.
    - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
    - User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.
- **Distribution Network Audit**
- The DPO should provide below information in detail;
    - Fiber network and PIT information on Geo Map.
    - Service area to be defined.
    - Details of LCO connected.
    - DAS area to be defined.
- **Commercial Audit**
- Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.
- Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
    - Customer acquisition
    - Provisioning of the subscriber in authentication, billing and SMS system
        - Scheme / package change request process
    - Customer Retention process, if any
    - Deactivation and churn process

- Understand/ Verify the various schemes / packages being offered to customers
    - Obtain details of all approved schemes / packages and add on which are being offered to the customers
    - Interactions with the DPO's marketing and sales team on how various channels are being marketed
    - Any special marketing schemes and promotions
    - Details of the consumers subscribing to the various schemes, packages, including demo/ free/ complimentary/ testing/ promotional subscribers.
- Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
    - Generation of reports for subscriber declaration for channels / bouquets
    - Any reconciliations / checks /adjustments carried out before sending the declarations
    - Analyze declaration reports on a sample basis:
    - Reconciling the declaration figures with base data from various systems (SMS / Provisioning/ Billing and Authentication systems)
    - Analyze the computation of average subscribers
    - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
    - Analysis of the following : -
        - Input and change controls of customer data into SMS
        - SMS user access controls - authentication, authorization and logging
        - Analyze system logs to identify any significant changes or trail of changes made
        - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
        - Review the system logic for the reports which are inputs to Broadcaster declarations
        - Channel allocation/fixation to a particular LCN/CDN
        - Mapping of subscriber id across the CRM and SMS billing system if

the same is different across the systems

- Sample of activation and deactivation request logs

- Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
- Confirmation of the numbers on the middle of the month on any random chosen dates (report to be taken in front of the auditors/ rep)
- Live Demo of the queries being put in to the system to generate different reports.
- Similarly, list of head-ends of the DPO providing services to DAS areas and for such head-ends
- In case of multiple CAS being used by the DPO, to understand synchronization between multiple CAS and SMS

Digital Rights Management System Requirements

The term DRM, herein, refers to the management of the encryption systems for, *inter-alia,* providing the functionality of CAS for the Internet Protocol Television (IPTV) service provider under these regulations.

- **DRM REQUIREMENTS IN SO FAR AS THEY RELATE TO SUBSCRIBER MANAGEMENT SYSTEMS (SMS) FOR IPTV SERVICES:**

Sl. No.	Proposed DRM requirements for SMS
1.	There shall not be any data mismatch between DRM and SMS. Maximum mismatch based on subscription base may be allowed as mentioned below: • Must be less than 0.20% for subscriber base up to 100000 subs (0 to 200 forsubscriber base of up to 100000) • Must be less than 0.04% for subscriber base up to 1000000 subscribers (0 to 400for subscriber base of up to 1000000) • Must be less than 0.01% for subscriber base above 10000000 subscribers (0 to1000 for subscriber base of up to 10000000) The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at leastthree audit cycles, or as per Schedule III whichever is later.
2.	**Password Policy Creation for Users**: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /unique consumer subscription or the customer premises equipment (CPE)/device.

3.	**After-Sales Service Support**: The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
4.	All activation and deactivation of STBs/unique consumer subscription shall be done in such a way that SMS and DRM are always integrated and synchronized on real time basis.
5.	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscription is reflected in the reports generated from the SMS integrated with the DRM and vice versa.
6.	DRM and SMS should be able to activate or deactivate services and/or STBs/unique consumer subscription of the subscriber base of the distributor within 24 hours.
7.	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
8.	The SMS should be computerized and capable of recording all logs including informationand data concerning the subscribers such as: • Unique customer identification (ID); • Subscription contract number; • Name of the subscriber; • Billing address; • Installation address; • Landline telephone number; • Mobile telephone number; • E-mail address; • Channels, bouquets and services subscribed; • Unique STB number/unique consumer subscription ID attached to a specific uniqueMAC ID; • Unique VC number or MAC ID.

9.	The SMS should be capable of: • Viewing and printing of historical data in terms of the activations and thedeactivations of STBs/unique consumer subscription. • Locating each and every STB/unique consumer subscription and VC/MAC IDinstalled at city and state level. • Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
10.	The SMS should be capable of generating reports, at any desired time including about: • The total number of registered subscribers. • The total number of active subscribers. • The total number of temporary suspended subscribers. • The total number of deactivated subscribers. • List of blacklisted STBs/unique consumer subscription in the system. • Channel and bouquet wise monthly subscription report in the prescribed format. • The names of the channels forming part of each bouquet. • The total number of active subscribers subscribing to a particular channel orbouquet at a given time. • The name of a-la carte channel and bouquet subscribed by a subscriber. • The ageing report for subscription of a particular channel or bouquet.
11.	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
12.	DPO shall declare the details of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the broadcasters by the distributor.
13.	If there is active infrastructure sharing (as and when permitted by MIB) then, DPO shall declare the sharing of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same should be notified to the broadcasters by the distributor.

14.	SMS shall have a provision to generate synchronization report, with date and time, with theminimum fields as listed below: • STB/unique consumer subscription Number (or in case of card-less system, chipID or MAC ID number of the STB) • Product Code pertaining to à-la-carte channels and bouquets available on theplatform • Start Date of entitlement • End Date of entitlement • Status of STB/unique consumer subscription (active/Inactive)
15.	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report.
16.	**Channel/Bouquet management**: SMS shall, in synchronisation with DRM on real timebasis, support the following essential requirements: • Create and manage relevant product ID for all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc. • Manage changes in the channel/bouquet, as may be required, from time to time. • Link the Products IDs for à-la-carte channels and bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).
17.	**Network Capacity Fee (NCF) Policy Creation**: SMS shall support all NCF related requirements mandated by the applicable tariff order.
18.	**Bill/Invoice Generation**: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, pay channels charges (with clear itemized details of à- la-carte channel cost and bouquet costs), rental charges for STB/unique consumer subscription (if any), other applicable charges, including Goods and Services Tax (GST).

19.	**Management of Logs**: • SMS shall have the facility to provide user detail logs with the ID of users on eachlogin event. • SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log. • All logs shall be stamped with date and time and the system shall not allow alteringor modifying any logs. • The logs shall be maintained for a period as specified in Schedule III or at least threeaudit cycles, whichever is later. • Channel subscription report: SMS shall be able to provide broadcaster wise total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions as per format that may be prescribed by TRAI. • DRM and SMS should be running on separate and independent servers.

20.	**SMS Database and tables**:
	• There shall not be any active unique subscriber outside the database tables declaredby the Vendor.
	• SMS shall not provide an option to split SMS database or for creation of more thanone instance.
	• SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator.
	• SMS shall be capable of capturing the following information required for audit or otherwise:
	  • Bouquet à la carte status change history
	  • Bouquet composition change history
	  • Change in status of connection (primary to secondary and vice versa)

21.	SMS shall be accessed through a Firewall
22.	STB/unique consumer subscription and MAC ID shall be paired from the SMS to ensure security of channel (applicable for DRM with pairing facility).
23.	The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB/unique consumer subscription by STB/unique consumer subscription basis.

24.	SMS should have a facility to carry out monthly reconciliations of channels/a-la-carte and bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during audits.
25.	SMS should have a provision of generating the following reports pertaining to STB/uniqueconsumer subscription/MAC ID.: • Whitelist of STB/unique consumer subscription /MAC ID along with active/inactive status • Faulty STB/unique consumer subscription/MAC ID – repairable and beyondrepairable • Warehouse fresh stock • In stock at local cable operator (LCO) end • Blacklist • Deployed with activation status • Testing/demonstration STB/unique consumer subscription /MAC ID withlocation

26.	**Audit-related requirements**:
	SMS should have the capability to capture below-mentioned information that may be requiredfor audit and otherwise:
	• Subscriber related:
	  • Subscriber contact details change history
	  • Connection count history
	  • Transition of connection between Disconnected/Active/TemporaryDisconnected
	  • Subscription change history
	• Product (Bouquet/à-la-carte channel) related:
	  • Broadcaster à-la-carte relation
	  • Bouquet name change history
	  • À la carte name change history
	  • Bouquet/à-la-carte channel rate change history
	• STB/unique consumer subscription related:
	  • Change in location history
	Change in status (Active/Damaged/Repaired/Replaced)

27.	**User Authentication**: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system

28.	SMS should have the provision to support the following additional requirements:
	
	• List of à-la-carte channels and bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with thelist available in DRM.
	
	• Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.
	
	• Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm. Product (à-la-carte channels and bouquets) Tenure- wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.
	
	• Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/unique consumer subscription activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.
	
	• Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group ofSTBs/unique consumer subscription.
	
	• Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals.
	
	• Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.
	
	• Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
	
	• Generation of Reports: Provision to generate the following reports for operationalpurpose:
	
	  • All, selective and single boxes' current status with their first-timeactivation date.
	
	  • Total number of à-la-carte channels and bouquets and STB/unique consumer subscription expiring detail till given future date on the dashboard, accordingto the permission.
	
	  • Today's fresh activation count, de-activation count, re-activation count, à-la- carte channels and bouquets addition/ removal count on dashboard, according to the permission.
	
	  • Total active and inactive subscriber's details with multiple criteria (network- wise, à la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

- **DRM REQUIREMENTS FOR CONDITIONAL ACCESS BY SUBSCRIBERS AND ENCRYPTION FOR IPTV SERVICES**

Sl. No.	Proposed DRM Requirements for conditional access by subscribers and encryption
1.	DPO shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis ascompliance of this requirement.
2.	DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (all activations, deactivation, channel authorization/assignment and un-authorization / de-assignments and change in MAC ID/STB/unique consumer subscription). The DRM shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.
3.	DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /unique consumersubscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/unique consumer subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the channel.
4.	The SMS and the DRM should be integrated in such manner that activation and deactivation ofSTB/unique consumer subscription happen simultaneously in both the systems. <u>Explanation</u>: Necessary and sufficient methods shall be put in place so that each activation anddeactivation of STBs/unique consumer subscriptions is reflected in the reports generated from the DRM.
5.	DRM deployed should be able to support two-way networks only.
6.	The DRM deployed should be able to support both carded as well as card-less STBs/unique consumer subscription for any provisioning.

7.	The DRM deployed should be able to generate, record, maintain independent reports and logs for verification purpose during audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum. The reports must have date andtime stamp. Proposed reports should include: • Unique active STB/unique consumer subscription count as well as MAC ID wise on anydesirable date • Unique bouquet/channel active for a specific STB/unique consumer subscription on anydesirable date • MAC ID/User ID wise activation-deactivation report for service requests • Any alteration in bouquet and/or channels configured in DRM • Blacklist STB/unique consumer subscription report (desirable not mandatory feature) • Product code pertaining to channels/ bouquets available on the platform • Channel/bouquet authorization/assignment to STB/unique consumer subscription alongwith start date and end date of entitlement • STB/unique consumer subscription -VC pairing / de-pairing or User id- Mac-id Pairing /de-pairing (if applicable) in SMS/DRM • STB/unique consumer subscription activation / de-activation • Channels assignment to STB/unique consumer subscription • Report of the activations or the deactivations of a particular channel for a given period • The total number of registered subscribers • The total number of active subscribers • The total number of temporary suspended subscribers • The total number of deactivated subscribers • List of blacklisted STBs/unique consumer subscription in the DRM (desirable not mandatory feature) • Channel and bouquet wise monthly subscription report in the prescribed format. • The names of the channels forming part of each bouquet • The total number of active subscribers subscribing to a particular channel or bouquet at agiven time • The name of a-la carte channel and bouquet subscribed by a subscriber • The ageing report for subscription of a particular channel or bouquet
8.	DRM deployed should be able to tag and blacklist the STB/unique consumer subscription in case of any piracy.

9.	DRM deployed should have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
10.	The DRM and SMS should be integrated in such manner that upon deactivation of any subscriber from the SMS, all program/services shall be denied to that subscriber.
11.	The DRM should be capable of generating, recording and preserving unedited data / logs for at leastthree consecutive years for each command executed through the DRM, including logs of each command of the SMS integrated with the DRM.
12.	DRM deployed should be capable to support both software base as well as hardware base security.
13.	DRM shall be capable of adding/modifying channels/bouquets as may be required on real time basis in line with the activity performed in SMS.
14.	DRM should be so configured for specific type of STB/unique consumer subscription, that areprocured and configured by the DPO. The DRM should not enable working/operation of any other type/brand/make of STB/unique consumer subscription, in the network.
15.	When infrastructure sharing (as and when permitted by MIB) is available, in such cases DRM shall be capable to support multiple DPOs.
16.	DRM should support content protection.
17.	DRM should support key rotation, i.e., periodic changing of security keys
18.	In case DPO has deployed hybrid STBs (hybrid STB for the purpose of this regulation means a STBthat uses multiple methods of receiving transmission signals with video and audio content, howeverin a single instance such STB provides only one type of service), DRM shall ensure that the over- the-top (OTT) App and any browser does not get access to the linear television channels offered by the DPO from its own system, and similarly, DRM for IPTV service should not get access to channelsdelivered through OTT platform. Provided that, all the mandatory requirements for DRM shall be complied by hybrid STBs.
19.	There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split DRM database for creation of more than one instance by a DPO or a vendor.
20.	It must support the following options with reference to uploading of unique access (UA)/MAC IDdetails in DRM database: • A secure un-editable file of MAC ID details, as purchased by the distributor, to beuploaded by the DRM vendor on the DRM server directly, • If it is uploaded in any other form, UA/MAC ID in DRM database shall be captured inlogs, Further, DRM shall support an automated, application programming interface (API)-based mechanism to populate such UA/MAC ID details in the SMS, without any manual intervention.

21.	It shall be mandatory to have backup servers and logs of all activities carried out in main server shallbe concurrently copied into the backup servers: Provided that a log of all such instances shall be maintained along with date and time stamp, wherethe backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, suchas subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc
22.	DRM and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database audit trail shall be permanently enabled. Explanation: Database here refers to the database where data and log of all activities related to STB/unique consumer subscription activation, deactivation, subscription data, STB/unique consumersubscription UA/MAC ID details, entitlement level information, etc., is being stored.
23.	**Provision of à-la-carte channels or bouquet**: • DRM (and SMS) shall be able to handle all the channels, made available on a platform, inà la carte mode. • DRM (and SMS) shall have the capability to handle such number of broadcaster/DPObouquets, as required by the DPO.
24.	DRM and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.
25.	DRM shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.
26.	There shall be unique license key required for viewing, the encryption period for a specific key should be configurable to change at periodic interval in DRM deployed by DPO.
27.	For every change in channels, fresh license keys should be issued by the DRM. License keys issued by DRM should be secure and encrypted. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system.
28.	DRM servers should comply with extant Rules and Regulations including relevant clause under extant provisions (if any) relating to data localisation, data security and privacy. It should not be allowed to connect main DRM server to some other location (India or other country) with some proxy or another server to integrate with SMS and DPO system
29.	IPTV service delivery may conform to multicast and/or unicast mode. The system configuration should ensure that every television channel is available to every customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such channel at any point of time. STBs/unique consumer subscription with facilities for recording programs shall have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.

30.	IPTV system should not be allowed to deliver linear content to any other device except STB/unique consumer subscription which has been whitelisted in DRM.
31.	The DRM should have following features: • It should restrict user to editing. • It should restrict user from sharing or forwarding or mirroring the content from the STB/unique consumer subscription. • It should disallow user to take screen shots or screen grabs or screen-recording, iftechnically feasible. • It should lock access to authorized STBs/unique consumer subscriptions only. • It should have Geo blocking feature. • It should be able to set expiry date to recorded content at STB/unique consumer subscription end based on various policies.
32.	The DRM should have the capability of being upgraded over-the-air (OTA) so that the connected STBs/unique consumer subscription always have the most upgraded version of the DRM.
33.	The DPO shall ensure that the DRM is up to date by installing necessary patches, error corrections, additions, version releases, etc. so as to ensure protection of channels and content at all times
34.	No such functionality should be added to or removed from the DRM which compromises security of channels. DPO shall be responsible for encryption of channels' signals before their delivery through its IPTV platform using DRM hybrid STBs/unique consumer subscription. All costs / expenses (by whatever name called) that are required to be incurred or become payable for such upgradation and for delivery/distribution of multi channel television programmes to subscribers shall be borne solely by such DPO. The DPO shall employ all reasonable security systems and procedures to prevent any loss, theft, piracy, un-authorized use, reception or copying of channels or any part thereof and shall notify broadcasters as soon as practicable after it becomes aware that such an event has occurred
35.	The DRM should not in any way interfere with / invalidate fingerprinting.
36.	DPO shall promptly, and at it sole cost and expense, correct any issues with the DRM (such as bugs, defects, omissions or the like) that prevents subscribers from accessing the DRM hybrid STBs/unique consumer subscription or channels through the DRM hybrid STBs/unique consumer subscription.
37.	DPO shall provide broadcasters with video and audio codecs supported by the DRM hybrid STBs/unique consumer subscription. The DPO shall ensure that no such changes/modifications are made to such codecs parameters that will require broadcasters to incur any expense for delivery of channels / content that are free from viewer discernible problems (including, without limitation, video with no audio, audio with no video or significant signal distortion.

38.	DRM should ensure that the hybrid STBs/unique consumer subscription are verifiably located within India by reference to internet protocol address and service address. DRM must ensure and lock the viewership to single device by single STB/unique consumer subscription or any device by ensuring MAC ID based authentication. The DRM must use industry-standard means (including IP-address look-up technology with screening and blocking of proxies (including anonymizing and spoofed proxies)) to prevent delivery of channels to IP addresses outside of India or to proxies.
39.	DRM should ensure that television channels are accessible on STBs/unique consumer subscription of only such subscribers who are then-current, valid subscribers of the DPO, and such confirmation must take place prior to the DRM delivering (or authorizing the delivery of) television channel to the STBs/unique consumer subscription of such subscribers.
40.	Upon deactivation of any subscriber from the SMS, the DRM shall restrict delivery of all programme/services to that subscriber.
41.	The DRM should not have any feature to insert any content (including advertisement, banner on portion of screen, etc) by itself. However, ticker messages for consumer information as regards theirservices from DPO shall be permitted.
42.	The DRM should not mask/remove any copyright, trademark or any other proprietary information on the channels at the time of their delivery.

The service providers shall ensure that they seek provisioning of after sales services and support through a local entity so as to *inter-alia* provide quick resolution to any technical and piracy related issues, from DRM equipmentsupplier, while procuring DRM equipment.

- **DRM REQUIREMENTS IN SO FAR AS THEY RELATE TO FINGERPRINTING FOR IPTV SERVICES**

Sl. No	Fingerprinting requirements under DRM
1.	The DPO shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals
2.	The STB/unique consumer subscription should support both visible and covert types of finger printing.
3.	The fingerprinting should not get invalidated by use of any device or software.
4.	The fingerprinting should not be removable by pressing any key on the remote of STB/unique consumer subscription.
5.	The finger printing should be on the topmost layer of the video.
6.	The finger printing should be such that it can identify the unique STB/unique consumer subscription number or the unique VC number or the MAC ID.
7.	The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), settings, blank screen, and games etc.

8.	The location, font color and background color of fingerprint should be changeable from head end and should be random on the viewing device.
9.	The finger printing should be able to give the numbers of characters as to identify the unique STB/unique consumer subscription and/or the MAC ID.
10.	The finger printing should be possible on global as well as on the individual STB/unique consumer subscription basis.
11.	The overt fingerprinting/watermarking should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
12.	The DRM deployed should be able to generate fingerprinting/watermarking both global fingerprinting as well as targeted channel fingerprinting/watermarking.
13.	The DRM shall support and enable forensic watermarking at STB/unique consumer subscription level.
14.	The DRM shall have the capability to run fingerprinting with at least one fingerprinting every ten (10) minutes on a 24x7x365 basis. DRM should have a feature to publish report of fingerprintingschedule for defined interval. The DPO shall make such report available to broadcaster on request.

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- **DRM REQUIREMENTS IN SO FAR AS THEY RELATE TO STBS/UNIQUE CONSUMER SUBSCRIPTION**

Sl. No.	STB/unique consumer subscription Requirements for DRM for IPTV services
1.	All STBs/unique consumer subscription should have a DRM content protection.
2.	The STB/unique consumer subscription deployed should be capable to support content decryption, decoding and DRM license evaluation.
3.	The STB/unique consumer subscription should be capable of displaying fingerprinting inserted fromHeadend through DRM/SMS. The STB/unique consumer subscription should support both targeted channel fingerprinting as well as all global fingerprinting.
4.	The STB/unique consumer subscription should be individually addressable from the Head-end.
5.	The STB/unique consumer subscription should be able to receive messages from the Head-end.
6.	The messaging character length should be minimal of upto120 characters.
7.	There should be provision for global messaging, group messaging and the individual STB/uniqueconsumer subscription messaging.
8.	The STB/unique consumer subscription must be compliant to the applicable Bureau of Indian Standards.
9.	The STBs/unique consumer subscription should be addressable over the air to facilitate OTA software upgrade.

10.	The STBs/unique consumer subscription with facilities for recording the programs shall have international standard copy protection system.
11.	The STB/unique consumer subscription should have a provision that fingerprinting is never disabled.
12.	The watermarking network logo for all pay channels shall be inserted at encoder end only.
13.	DRM/SMS deployed should be able to send scroll messaging which should be only available in the lower part of the screen.
14.	DRM deployed should be able to geo tag STB/unique consumer subscription deployed in the network for security.
15.	STB/unique consumer subscription should take all commands directly from DRM not from any intermediate servers.
16.	STB/unique consumer subscription while using IPTV infrastructure should not have feature to download (direct or side download) any 3rd party App/APK and should not have access to anybrowser.
17.	STB/unique consumer subscription should not be able to access the authorization keys from any other source except from the IPTV system through the IPTV closed network. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system
18.	No play store should be accessible for enabling download, etc. when STB/unique consumer subscription, is functioning in the IPTV network.
19.	STB/unique consumer subscription should have copy protection.
20.	DPO system should have capability to maintain un-editable logs of all activity and configurations including download or upgrade of IPTV services App (if any) at STB/unique consumer subscription end.
21.	The DRM should not allow delivering linear TV channels on Internet. The delivery of multi channel television programmes should remain in a closed network within the device.
22.	The STB/unique consumer subscription should have forced messaging capability including forced finger printing display.

23.	The DRM hybrid STBs/unique consumer subscription should be tested for the following prior totheir seeding in the subscribers' premises: • System down testing • Error messaging • Negative user journey testing • Device variance testing • Destructive testing • Application monitoring testing • In-app monitoring testing

•

Schedule X

(Subscribed NDTV Channels)

ALA-CARTE/FREE-TO-AIR CHANNELS MAXIMUM RETAIL PRICES OF NDTV CHANNELS

The DPO is desirous of availing NDTV's Channel on A-la-Carte/Free-to-Air Channels Basis (Yes/No):
'

Please tick the Subscribed Channels:

S No.	Channels	Genre	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Channel Availed YES / NO
1.	NDTV 24x7	English News	3.0	YES
2.	NDTV India	Hindi News	1.0	YES
3.	NDTV Profit	English Business News	1.0	YES
4.	Good Times	Lifestyle	1.5	YES
5	NDTV MP/CG	Hindi News	NA	NO
6	NDTV Rajasthan	Hindi News	NA	NO

NDTV reserves its rights, subject to applicable Interconnection Regulations, to revise the MRP of NDTV Channels payable per Subscriber per month mentioned herein above. Upon such revision, the DPO agrees and unconditionally undertakes to pay revised License Fees pro rata from the effective date of such revision.

-

- **BOUQUET OF NDTV'S PAY CHANNELS OF NDTV ALONG WITH MRP**

The DPO is desirous of availing Bouquet(s) of the Channels (Yes / No): List of Bouquet (s) of Channels with MRP of the bouquet:

Bouquet 1 – NDTV ULTRA		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Availed YES / NO

NDTV 24x7 NDTV India NDTV Profit Good Times	4.50	

Bouquet 2 – NDTV NORTH INFO		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Availed YES / NO
NDTV 24x7 NDTV India NDTV Profit Good Times	3.50	

Bouquet 3 – NDTV NORTH LIFE		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Availed YES / NO
NDTV 24x7 NDTV India NDTV Profit Good Times	4.00	

Bouquet 4 – NDTV SOUTH INFO		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Availed YES / NO
NDTV 24x7 NDTV Profit	3	

<u>The DPO agrees and acknowledges as follows:</u>

- The Rates are applicable on a “per Subscriber per television set per month” basis:
- The Rates are exclusive of taxes and other levies which will be charged extra over the License Fees

Appendix – I

(*Computation of Average Active Subscriber Base*)

Computation of the Average Active Subscriber Base

[*for each head end /installation address or earth station (as the case may be) and each applicable State/Union Territory as per the Authorized Area of Transmission*]

- **SUBSCRIBED CHANNELS OFFERED BY DPO ON A-LA-CARTE BASIS**

Average active Subscriber base of each NDTV Channel from amongst the NDTV Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl No.	**Name of the Subscribed Channel**	**Number of Subscribers of the NDTV Channel on 7th Day of the month**	**Number of Subscribers of the NDTV Channel on 14th Day of the month**	**Number of Subscribers of the NDTV Channel on 21st Day of the month**	**Number of Subscribers of the NDTV Channel on 28th Day of the month**	**Average Active Subscriber Base of the NDTV Channel**

		(1)	(2)	(3)	(4)	[(1) + (2) + (3) + (4)] / 4

- **SUBSCRIBED CHANNELS OFFERED BY DPO IN PACKAGES**

Average active Subscriber base of each channel from amongst the NDTV Channels shall be arrived at, by averaging the number of subscribers subscribing the package consisting of such NDTV channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl No.	**Name of the Subscribed Channel**	**Number of Subscribers of the package consisting of the NDTV Channel on 7th Day of the month**	**Number of Subscribers of the package consisting of the NDTV Channel on 14th Day of the month**	**Number of Subscribers of the package consisting of the NDTV Channel on 21st Day of the month**	**Number of the package consisting of Subscribers of the NDTV Channel on 28th Day of the month**	**Average Active Subscriber Base of the NDTV Channel**
		(1)	(2)	(3)	(4)	[(1) + (2) + (3) + (4)] / 4

- **NDTV PACKAGES OFFERED BY DPO TO ITS SUBSCRIBERS**

Average active Subscriber base of each channel from amongst the NDTV Channels shall be arrived at, by averaging the number of subscribers subscribing the package consisting of such channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time

between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl No.	**Name of the Subscribed Channel**	**Number of Subscribers of the package consisting of the NDTV Channel on 7th Day of the month**	**Number of Subscribers of the package consisting of the NDTV Channel on 14th Day of the month**	**Number of Subscribers of the package consisting of the NDTV Channel on 21st Day of the month**	**Number of the package consisting of Subscribers of the NDTV Channel on 28th Day of the month**	**Average Active Subscriber Base of the NDTV Channel**
		(1)	(2)	(3)	(4)	[(1) + (2) + (3) + (4)] / 4

001960

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ BY 427671

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि क्र. ८०००८२२
30 MAY 2023
सक्षम अधिकारी

श्रीमती लता सांगळे

This stamp paper forms an integral part of Reference Interconnect Offer between

CULVER MAX ENTERTAINMENT PRIVATE LIMITED (Formerly Sony Pictures Network India Private Limited)

AND

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001960

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2022 © 53AA 009723

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८०००२०
18 APR 2023
सक्षम अधिकारी

श्रीमती मिनल महाजन

This stamp paper forms an integral part of Reference Interconnect Offer between

CULVER MAX ENTERTAINMENT PRIVATE LIMITED (Formerly Sony Pictures Network India Private Limited)

AND

_____

REFERENCE INTERCONNECT OFFER ("RIO")

This RIO is issued and published by Culver Max Entertainment Private Limited *(formerly known as Sony Pictures Networks India Private Limited)* ("**Broadcaster**"/ "**CME**) (for and on its behalf and on behalf of its Affiliates (defined hereinbelow) under authorization) pursuant to The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017 ("**Interconnection Regulations**"), The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 (collectively referred to as "**2017 Regulations**") read with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020 dated January 1, 2020, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020 dated January 1, 2020, The Telecommunication (Broadcasting And Cable) Services Standards Of Quality Of Service And Consumer Protection (Addressable Systems) (Third Amendment) Regulations, 2020 dated January 1, 2020 (collectively referred to as "**January 2020 Amendments**") and The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 dated November 22, 2022 and The Telecommunication (Broadcasting And Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 dated November 22, 2022 (collectively referred to as **"November 2022 Amendments"**). 2017 Regulations, January 2020 Amendments and November 2022 Amendments shall hereinafter collectively referred to as the "**New Regulatory Framework**", (as may be amended from time to time).

The terms mentioned in this RIO constitutes all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster's Available Channels to Subscribers in terms of the Regulations. As per Regulation 10 (5) and (6) of Chapter IV of the Interconnection Regulations, those distribution platform operators desirous of obtaining signals of Broadcaster's Available Channels shall make an online request by filling in the requisite application form (via the Broadcaster website viz., https://www.sonypicturesnetworks.com/compliance). The Operator shall along with the requisite application form, also submit documentary evidence / technical compliance report showing that the Operator's addressable systems to be used for distribution of Broadcaster's Available Channels meet the requirements specified in the Schedule III or the Schedule X or both, as the case may be, of the Interconnection Regulation. On receipt of the request from the Operator in the requisite format along with mandatory documents, Broadcaster and the Operator will enter into the Interconnection Agreement attached hereto containing all the terms and conditions on an "as-is" basis and without making any unilateral changes/modifications. In the event the Broadcaster is in receipt of an Interconnection Agreement signed and sent by the Operator with their unilateral changes, such Interconnection Agreement shall be deemed void ab-initio and non-binding. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of Broadcaster's Available Channels, the Operator shall not be in default of payment to Broadcaster in terms of second proviso of regulation 3(2) of the Interconnection Regulations. Accordingly, the Operator shall not have any outstanding amounts due and payable to Broadcaster in terms of the existing agreement(s) as on the date of execution of this RIO, unless the Broadcaster at its sole discretion grants additional time to the Operator to remit the outstanding amount on just and equitable grounds.

For the convenience of the Operator the Broadcaster has facilitated execution of the Interconnection Agreement through the process of e-signature. The e-signature process shall be initiated by the Broadcaster once the request for availing the signals of the Channels of the Broadcaster is received from the Operator. The Interconnection Agreement shall be first signed by the Operator through the e-signature process and thereafter the same shall be signed by the Broadcaster. Such Interconnection Agreement shall be binding only after it is counter-signed by the Broadcaster. It is further clarified that any signed Interconnection Agreement from the Operator shall not be legally binding (i) if the Interconnection Agreement sent by the Operator has any unilateral changes and/or (ii) if the said Interconnection Agreement is received after a new version of RIO/ Interconnection Agreement is uploaded by the Broadcaster on its website. In the event the Broadcaster modifies and uploads a revised RIO/ Interconnection Agreement on its website, any unexecuted interconnection agreement shall be null and void.
In the event there is any change in the Applicable Laws, the Broadcaster shall revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement covering all such revisions/ modifications/ alterations shall be executed between the Parties. In such an event, this RIO and / or the existing agreement shall automatically be null and void.

It is further clarified that in order to be eligible to execute the Interconnection Agreement, the Operator must be compliant with all Applicable Laws.

This RIO read along with the Interconnection/Subscription Agreement attached hereto is being published by the Broadcaster for its Available Channels and also for Available Channels of its Affiliates under authorisation from the respective broadcaster**,** in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Upon signature of the Operator and counter signature by the Broadcaster, the Interconnection Agreement shall become

binding on the Parties and enforceable at law. Both the RIO and the Interconnection/Subscription Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO. This RIO supersedes previous RIO/Interconnection Agreement executed between the Parties and which was uploaded on the Broadcaster website.

By executing this RIO, the Operator declares and undertakes that-

(i) The Operator is compliant with the Applicable Laws and holds necessary licenses/permissions for rebroadcasting/retransmitting the signals of Broadcaster's Available Channels;
(ii) The Operator is financially solvent and capable of discharging its payment obligations under this RIO;
(iii) The Operator has not been convicted of any offence by any competent court;
(iv) The Operator has furnished all relevant documents/information along with the signed copy of this RIO

The Broadcaster has designated the following persons for receiving the request for interconnection from the distribution platform operators ("DPOs") viz., multi-system operators ("**MSO**"), direct-to-home ("**DTH")** Operators**,** internet protocol television ("**IPTV**") Operators and headend-in-the-sky ("**HITS")** Operators and their grievance redressal pertaining to this RIO/Interconnection/Subscription Agreement.

For MSOs:

Sr. No.	Name of the Designated official	Contact no.	Email id	Name of the State/Territory for which the official is designated
1	Subhadip Bhattacharyya	9899200055	Subhadip.Bhattacharyya@setindia.com	Dadra and Nagar Haveli and Daman and Diu, Gujarat, Maharashtra (excluding the region of Vidarbha), Goa, West Bengal, Assam, Bihar, Jharkhand, Manipur, Meghalaya, Mizoram, Arunachal Pradesh, Nagaland, Odisha, Sikkim, Tripura, Andaman and Nicobar Islands, Uttar Pradesh, Uttarakhand, Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Punjab, Rajasthan
2	Nageshwar Raju	7569556789	Nageshwar.Raju@setindia.com	Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Puducherry, Tamil Nadu, Telangana, Madhya Pradesh, Chhattisgarh, Vidarbha region of state of Maharashtra

For DTH Operator/IPTV Operator/HITS Operator:

Name of the Designated official	Contact no.	Email id	Name of the State/Territory for which the official is designated
Rohit Arora	9811822080	Rohit.Arora@setindia.com	All India

Note: If Operator is an MSO and/or DTH Operator and/or IPTV Operator and/or HITS Operator, then it shall execute separate interconnection agreement for each type of its Platform for availing signals of the Channels.

**Execution of this RIO and provision of signals under this RIO shall not amount to a waiver by Broadcaster of its right to claim all outstanding subscription fees under the erstwhile agreement/s and Broadcaster shall be within its rights to claim the same including termination of this RIO, as per applicable law, for non-clearance of all outstanding dues under the erstwhile agreement/s.*

Agreement Number : SPN/IPTV/AGR/24-25/M/2060

RIO Version Number : 22

Customer Code : C1265

INTERCONNECTION /SUBSCRIPTION AGREEMENT

This Interconnection/Subscription Agreement (the "**Agreement**") is executed (on the date herein below mentioned) by and between:

A. **Culver Max Entertainment Private Limited *(formerly known as Sony Pictures Networks India Private Limited)***, a company incorporated under the Companies Act, 1956, having CIN: U92100MH1995PTC111487 and registered office at 4th Floor, Interface Building No. 7, Off Link Road, Malad West, Mumbai – 400064 (hereinafter referred to as the "***Broadcaster***" /***"CME "***, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns); of the First Part and

B. SKYLINK NETWORKS, having its registered office as specified in Schedule B hereinafter referred to as ***"Customer/Operator/DPO"***, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns) of the Second Part.

The Broadcaster and the Operator shall singularly be referred to as a "**Party**" and collectively as the "**Parties**".

RECITAL:

A. The Broadcaster is, inter-alia, engaged in the business of broadcasting and distribution of satellite based Available Channel(s)/service(s) and has exclusive right to market and distribute the Available Channel(s)/service(s) to various Subscribers and users of the Available Channel(s)/service(s) in India.

B. The Operator is in the business of retransmitting the signals of television channels on its distribution Platform (as defined herein) and is desirous of retransmitting the signals of the Broadcaster's Available Channels to their respective Subscribers.

C. The Broadcaster has the requisite power and authority to enter into this Agreement with the Operator and create the mutual rights and obligations that are contractually binding in nature and legally enforceable at law.

D. The Operator represents to Broadcaster that it is authorized to re-transmit signals of satellite television channels through its Platform in the Authorized Area(s) and possesses requisite Operator's License in this regard.

E. The Operator further represents that it is in compliance with all Applicable laws and has completed and satisfied the requirements under the Interconnection Regulations and is desirous of carrying the Channels on its Platform for re-transmission amongst its Subscribers in the Territory.

F. Relying upon the Operator's representations, the Broadcaster has agreed to grant a non-exclusive license to the Operator to re-transmit the Channels on the Platform strictly subject to and in accordance with the terms and conditions of this Agreement and Applicable Laws.

NOW THEREFORE, in consideration for the mutual promises and convents set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

1. Definitions:

The following terms used in this Agreement shall have the meaning as set forth below. Any term used herein but not defined expressly shall have the meaning ascribed to it in under the New Regulatory Framework, Cable Television Networks (Regulations) Act 1995 and Cable Television Networks Rules 1994.

1.1 "***Active Subscriber***" means a subscriber who has been authorized to receive signals of subscribed television channels as per the subscriber management system /CAS of the Operator and whose set top box has not been denied signals;

1.2 "***Affected Channels***" shall have a meaning assigned to it in Clause 15.7;

1.3 "***Affiliate***" of a Party shall mean any other person that, either directly or indirectly through one or more intermediate persons, controls, is controlled by or is under common control with such Party.

For the purpose of this Agreement, Affiliates of the Broadcaster shall mean Bangla Entertainment Private Limited (owning channels Sony Aath and Sony Marathi) and MSM-Worldwide Factual Media Private Limited (owning channels Sony BBC Earth SD and Sony BBC Earth HD).

1.4 "***A-la-carte/A-la-carte Channels***" shall mean offering of the Available Channels individually on a standalone basis;

1.5 "***Anti-Bribery Laws***" shall have a meaning assigned to it in Clause 19.15 of this Agreement;

1.6 "***Anti-Piracy Obligations***" shall mean the obligations contained in Clause 9 and Schedule D of this Agreement;

1.7 "***Applicable Laws/Authority***" shall mean any and all laws, regulations, directions, notifications, guidelines or orders, including amendments thereto, enacted or issued by the Government of India or any of its constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and TDSAT (both defined hereinbelow), Ministry of Information and Broadcasting (MIB), Department of Telecommunications (DoT), or any other body or authority or laws, rules, regulations that may be come into effect for regulating the broadcasting and distribution of channels in India;

1.8 "***Authorised Area(s)/Territory***" shall mean such geographical area/location of India as indicated in Schedule A;

1.9 "***Available Channel(s)***" shall mean the linear, satellite delivered and advertiser-supported standard definition and high definition pay and free to air television channels (if any) owned and/or operated by the Broadcaster and its Affiliates in accordance with the Applicable Laws, which are offered either a-la-carte or in a bouquet, a list of which is provided in Schedule A (which may be amended from time to time);

1.10 "***Average Active Subscriber Base***" means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Schedule C attached to this Agreement.

1.11 ***"Audit"*** shall mean Pre-Signal Audit, System compliance and subscription audit referred to in Clause 10 of this Agreement, to be conducted by the Operator and/or the Broadcaster, of the distribution Systems/Platform of the Operator, including but not limited to CAS, SMS, encryption systems, content protection systems etc. as per Applicable Laws.

1.12 "***BIS***" shall have meaning assigned to it in Clause 11.1 (xxi);

1.13 ***"Bouquet***" shall mean an assortment of distinct Available Channels, offered by the Broadcaster to the Operator together as a group as set out in Schedule A, (which may be amended from time to time);

1.14 "***Cable TV Act***" shall mean Cable Television Networks (Regulation) Act, 1995;

"***Cable Service" or "Cable TV Service***" means the transmission of programmes including retransmission of signals of television channels through cables;

"***Cable Television Network" or "Cable TV Network***" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers

1.15 ***"CAM"*** shall mean the conditional access module provided by Broadcaster (if applicable) to the Operator required for downlinking and accessing the Channels;

1.16 "***CAS***" / "C***A System"*** shall mean the conditional access system maintained by the Operator which: (a) has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; (b) scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels by those not paying for the service; (c) which is a control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific

channels, data, information or services to paying Subscribers and (d) meets the requirements set our under Schedule D and E and complies with the terms of this Agreement and Applicable Laws including Interconnection Regulations;

1.17 "***Channels/ Subscribed Channels***" shall mean the a-la-carte and/or the Bouquet of the Available Channels and/or those Available Channels that are selected by the Operator on A la Carte basis, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule A) consisting of the list of Available Channels and the Bouquet; it being agreed that if any designated box against an Available Channels/Bouquet is left unmarked, it shall be deemed to have not been selected by the Operator for the purposes of this Agreement. For purposes of clarity, the selected Available Channel on an A la Carte basis and/or Bouquet in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which Broadcaster shall grant license to the Operator in accordance with the terms of this Agreement;

1.18 ***"Channel Marks***" shall mean trade names, trademarks, logos and service marks owned by Broadcaster and its Affiliates in connection with the Available Channels;

1.19 "***CPE***" shall have meaning assigned to it in Clause 2.18 of Schedule D;

1.20 ***Confidential Information"*** means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, intellectual property, transactions or affairs of a Party or any of its Affiliates, (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) (b) any material or information disclosed by either Party for the purposes of this Agreement (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

1.21 "***DAS***" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the subscriber on the explicit choice and request of such subscriber;

1.22 "***Disconnection Notice***" shall mean a written notice of twenty one (21) days from the date of the written notice which is required to be given in accordance with the Applicable Laws by: (a) the Operator to Broadcaster if Operator wishes to disconnect the signal of and stop distribution on its Platform the Channels due to Broadcaster's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) Broadcaster to the Operator if Broadcaster wishes to disconnect the signal of any or all Channels and stop making available the Channels to the Operator due to Operator's breach of this Agreement;

1.23 "***Due Date***" shall have meaning assigned to it in Clause 6.1 of this Agreement.

1.24 ***"Distribution Margin"*** shall mean the Operator's share of revenue for the distribution of Subscribed Channels to Subscribers. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s).

1.25 ***"Distributor Retail Price"*** means the price excluding taxes declared by a distributor and payable by a Subscriber for A-la-carte pay Channel or Bouquet of pay Channels as the case may be.

1.26 ***"DRM"*** means digital rights management which is a comprehensive set of hardware and software technologies, which provides protection of content ownership to the content provider by inter alia preventing unauthorized redistribution of digital media by embedding code that prevents copying, specifying a time period in which the content can be accessed and restricting the sections of the content a viewer can see or limiting the number of devices the media can be installed on along with controlling geographical areas and offline usage restrictions.

1.27 "***Encryption System***" shall have meaning assigned to it in Clause 4.3 and further as detailed in Schedule B and Hardware Form;

1.28 "***EPG***" shall mean electronic programme guide as defined under the Interconnection Regulations i.e. a program guide maintained by the distributors of television Channels that lists television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows Subscribers to navigate and select such Channels and programmes;

1.29 ***"Equipment***" shall mean any and all hardware/software and other devices and including but not limited to the IRDs, PIRDs, CAMs and the Viewing Cards;

1.30 ***"Empaneled Auditor"*** means auditor empaneled by the Authority/TRAI for conducting audit of the Systems (defined hereinbelow) of the Operators.

1.31 "***Force Majeure Event***" shall mean any unforeseeable act, cause, contingency or circumstance which is beyond the reasonable control of the Parties herein , including, without limitation, any acts of governmental action, order or restriction (whether international, national or local), war (whether or not declared) or warlike situation, public strike, riot, labour dispute, act of God, earthquake, tides, storm, lightening, flood, drought, cyclone or any natural calamity, explosion, fire, sabotage, lockdown, quarantine, epidemic, pandemic, arson, civil disturbance/commotion, public disaster, public transportation dispute, satellite failure/jamming or transponder failure or acts due to any law, rules, regulations (including enactment), lawful orders or directives of the government of any States or the order of any court of competent Jurisdiction and/or any acts of similar nature, which may affect the transmission of Available Channel(s) by Broadcaster;

1.32 "***Fingerprinting***" shall have meaning assigned to it in Clause 2 of Schedule D;

1.33 ***"Free-to-Air Channel/FTA"*** means an Available Channel (if any) which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television Channels to the Broadcaster for signals of such Channel.

1.34 "***Hardware Form***" shall mean the form in the prescribed format (as provided in Schedule F enclosed herewith) which shall be provided to the Operator containing the details of the Equipment's used to receive the signals of the Channels subscribed by the Operator from the list of Available Channels of the Broadcaster and which shall form an integral part of this RIO.

1.35 "***Insertion***" shall have meaning assigned to it under Clause 4.2 (c)

1.36 ***"Intellectual Property***" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Available Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Available Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Available Channels;

1.37 "***Interconnection Regulations***" shall have meaning assigned to it at the beginning of this Agreement;

1.38 "***IRDs***" or "***DSRs***" shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels i.e., an authorization device which is owned, operated and supplied by Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the Operator;

1.39 "***Independent Affiliate***" shall mean an operator who is or was availing the signals of the Broadcaster Channels directly from the Broadcaster in terms of a separate interconnection agreement between the Broadcaster and such operator.

1.40 ***"Incentive Scheme***" shall mean various incentive(s) as detailed in Schedule A1 of the Agreement.

1.41 ***"Incentive Qualifying Reports***" shall mean the complete and accurate reports which the Operator, opting for Incentive Schemes under this RIO has to compulsorily provide to Broadcaster in both pre-defined and non-editable PDF format, on or before the stipulated deadline, to avail the incentive and as more specifically defined in Schedule C.

1.42 "***Maximum Retail Price***" or "***MRP***" with respect to each Channel or bouquet of Channels for the purpose of this Agreement availed on A-la- carte basis or bouquet basis shall mean the maximum retail price, excluding taxes/cess, payable by a Subscriber of such Subscribed Channel, as set forth in Schedule A, as may be amended from time to time;

1.43 "***Monthly Subscription Fee***" shall have meaning assigned to it in Clause 5.1 of this Agreement;

1.44 ***"Multi TV Home"*** means a household having more than one TV connection or set top box in the name of one person;

1.45 **"*MRP*"** means Maximum Retail Price of the Channel/ Bouquet per Subscriber per STB per month (excluding all applicable taxes) (in Rs.)

1.46 ***"New Channels"*** shall mean the new television channels of Broadcaster that may be launched and offered by Broadcaster in future, after the date of execution of this Agreement.

1.47 ***"Operator's License"*** shall mean license granted to the Operator by the Ministry of Information and Broadcasting or such other competent authority, details as mentioned in Schedule B;

1.48 "***OSD***" shall have meaning assigned to it in Clause 11.1 (xi) and further detailed in Schedule D;

1.49 **"*OPR*"** means Operator Rate payable to the Broadcaster per Subscriber per STB per month (excluding all applicable taxes) (in Rs)."

1.50 "***Piracy***" shall have meaning assigned to it in Clause 9.1 of this Agreement;

1.51 "***Piracy Event***" shall have meaning assigned to it in Clause 3 of Schedule D;

1.52 "***Platform***" shall mean, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator's HITS Service, with respect to DTH Operator, such DTH Operator's DTH Service and with respect to IPTV Operator, such IPTV Operator's IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

*"**DTH Operator**" shall mean a company that has been granted license by the Central Government to provide DTH Service.*

*"**DTH Operator's DTH Service**" means distribution of television channel programmes by using a Ku-band direct-to-home satellite transmission system by providing television signals directly to Subscriber's premises without passing through an intermediary such as cable operator or any other distributor of television channels.*

*"**HITS Operator**" shall mean any person permitted by the Central Government to provide HITS service.*

*"**HITS Operator's HITS Service**" shall mean re-transmission of signals of television channels to (i) intermediaries like local cable operators or multi system operators by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks.*

*"**IPTV Operator**" shall mean a person permitted by the Central Government to provide IPTV service.*

*"**IPTV Operator's IPTV Service**" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.*

*"**MSO**" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators.*

"***MSO's Digital Addressable Cable Television Network***" *means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the Subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the Subscriber on the explicit choice and request of such Subscriber.*

1.53 ***"Primary Market(s)"*** shall mean in relation to Subscribed Channel(s), certain Specified States/All India/parts thereof (as the case maybe), which have been denoted as Primary Market(s) as specified in Schedule A1;

1.54 **"*Provisional Invoice*"** shall have meaning assigned to it in Clause 6.3;

1.55 ***"Platform Services"*** shall mean programs transmitted by distribution platform operators (MSOs) exclusively to their own subscribers and does not include Doordarshan channels and registered TV channels. Platform Services shall not include foreign TV channels that are not registered in India

1.56 "***PIRD***" shall mean Professional Integrated Receiver Decoder possessing various additional features (which consumer IRDs lack) such as SDI output, ASI output/input, TSoIP etc and which are required for downlinking and accessing the Channels i.e., an authorization device which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the Operator;

1.57 "***Pre-Signal Audit***" shall mean the audit carried out by the Operator before the grant of signals of Channels by the Broadcaster, of Operator's subscriber management system, conditional access system and other related systems to confirm inter alia whether such systems are in compliance with the New Regulatory Framework and Audit Manual;

1.58 "***Rate***" shall have meaning assigned to it in Clause 5.1;

1.59 "***Recorder***" shall mean either a personal video recorder (PVR) or digital video recorder (DVR) which must satisfy the following features:

(a) Audio-visual content shall not be allowed to be recorded without finger printing and watermark logo of the Platform and such finger printing and watermark logo shall be displayed during playout;
(b) Recorded audio-visual content must be encrypted in a secure manner on the Recorder which shall not play on any other devices other than the concerned Recorder;
(c) Audio-visual content of a Channel shall not be permitted to get recorded if the concerned subscriber's subscription of such Channel is not active; and
(d) Set Top Box provided by the Operator must not allow a Subscriber to install third party application/software on the set top box;
(e) there is no automatic advertisement skipping function and there is any mechanism whereby DVR and or PVR have a store and forward function;
(f) should have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.

1.60 "***RIO***" means reference interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean this reference interconnect offer published by the Broadcaster specifying terms and conditions on which the Operator may seek signals of the Available Channels of the Broadcaster.

1.61 "***Security Deposit***" shall have a meaning assigned to it in Clause 8.2 of this Agreement;

1.62 "***Set Top Box***" or "***STB***" means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form the Channels through an addressable system;

1.63 ***"Smart Card"*** means, in relation to a Subscriber, a card or other device issued by the Operator to Subscriber when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the Operator.

1.64 "***SMS***" shall mean the subscriber management system which is a system or device of the Operator which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber; maintained by the Operator in accordance with the Applicable Laws and strictly in accordance with the provisions set out under Schedule D and E;

1.65 "***Subscriber(s)***" shall mean an Active Subscriber(s) in the Authorised Area(s) who receives signals of the Subscribed Channel(s) from the Operator's Platform (directly and/or through its sub-operators known as local cable operators (LCO) who is a person registered under Rule 5 of the Cable Television Networks Rules, 1994) at a place indicated by such Active Subscriber without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place (including Multi TV Home, as defined herein), for receiving the subscribed broadcasting services, shall constitute one Subscriber;

As regards the issue relating to supply of signals of Broadcaster's channels to the commercial subscribers, the Broadcaster has filed an appeal before the Honourable Supreme Court of India against the order of Honourable Telecom Disputes Settlement and Appellate Tribunal (TDSAT) in Broadcasting Appeal No. 4 of

2015 (M.A. Nos. 15, 120 & 121 of 2016) and therefore the same shall be subject to the outcome of the said appeal.

1.66 ***"Subscriber Report***" shall have meaning assigned to it in Clause 6.3;

1.67 "***Suspended Channels***" shall have meaning assigned to it in Clause 15.10;

1.68 ***"Subscription Audit"*** shall have meaning assigned to it in Clause 10.1;

1.69 "***Technical Validation*** " shall have meaning assigned to it in Clause 9.2;

1.70 "***Term***" shall mean such time period as specified in Schedule A or such extended term as may be mutually agreed between the Parties in writing, unless terminated earlier in accordance with the provisions contained herein after.

1.71 "***TRAI***" shall mean Telecom Regulatory Authority of India;

1.72 "***TDSAT***" shall mean Telecom Disputes Settlement and Appellate Tribunal;

1.73 "***Validation Form***" shall mean Validation Form set forth in Schedule A;

1.74 "***Viewing Card*****" or "*****VC***" shall mean the smart card provided by Broadcaster to the Operator to be used together with the IRD/PIRD in order for the Operator to access and decode the signals of the respective Channels; and

1.75 **"*Withheld Programs*"** shall have meaning assigned to it in Clause 4.6(d).

2. Rules of Interpretation

Unless the context of this Agreement otherwise requires:

2.1 the Schedules shall form an integral part of this Agreement;
2.2 the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
2.3 words using the singular or plural number also include the plural or singular number, respectively;
2.4 words of any gender are deemed to include the other gender;
2.5 the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;
2.6 the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
2.7 any reference to a "person" includes natural persons, proprietorship concern, partnership firm, companies, LLP's, associations, societies, HUFs, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
2.8 if a period of time is specified and it dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;
2.9 if a Party must do something on a given day, the Party must do it by 6:00 pm on that day (unless this Agreement expressly states otherwise). If a Party does the thing after 6.00pm on a day the Party shall be treated as not having done it until the next day save and except where a Party has done something by sending an email to the other Party;
2.10 a reference to "writing" includes email, except as expressly provided otherwise;
2.11 reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time;
2.12 the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases;
2.13 the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings; and
2.14 All other words and expressions used in this Agreement not defined herein, and defined in the Act and rules and regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

3. Grant of Rights

3.1. The Operator shall request for the signals of Channels of the Broadcaster by making an online request by filling in the requisite application form (via the Broadcaster's website viz., https://www.sonypicturesnetworks.com/compliance). along with providing mandatory documents pursuant to New Regulatory Framework.

3.2. Subject to the payment of Monthly Subscription Fee and strict compliance of the terms of this Agreement by the Operator, Broadcaster hereby grants to the Operator a non-exclusive, non-transferrable, limited license and right during the Term and in the Authorized Area/Territory (as mentioned in Schedule A) and the Operator accepts the said license, right and obligation, to distribute, carry and retransmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis.

3.3. Upon grant of signals from the Broadcaster, the Operator shall mandatorily offer the Subscribed Channels on its distribution system to the Subscribers on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 (as amended from time to time) ("**QoS Regulations**").

3.4. The Operator availing the subscribed Bouquet shall not break such Bouquet of pay Channels while offering the same to its Subscribers. The Operator shall declare Distributor Retail Price per month for each of the subscribed A-la-carte Channel and/or subscribed Bouquet, payable by the Subscribers. In the event the Operator intends to change the Subscribed Channels of the Broadcaster on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by sending a written request (email permitted) to the Broadcaster in the format as may be prescribed by the Broadcaster (email permitted) and the Broadcaster may consider such request suitably.

3.5. Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by Broadcaster to the Operator under this Agreement:

- shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Operator to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;
- is limited to the re-transmission of the Channels on "as is" basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;
- shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;
- shall exclude time shifting of the programming of the Channels; and
- shall exclude the multiplexing of the Channels.

3.6. All other rights and means of distribution not specifically and expressly granted to Operator are expressly excluded and reserved by the Broadcaster.

3.7. The Operator is not authorized to sub-license the rights and license granted hereunder to any third party or any person (including its Affiliates) without prior written approval of Broadcaster.

3.8. The Operator understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Operator submitting with Broadcaster the information and documents specified in Schedule B at the time of submitting the signed copy of this Agreement**.** The Operator also warrants that addressable system installed meets the requirements as specified in Schedule III or Schedule X or both, as the case may be, of the Interconnection Regulations (as amended from time to time).

3.9. The Operator shall not "push" content onto the Set Top Box ("STB") nor shall there be automatic advertisement skipping function nor the Operator shall create a virtual Video on Demand (VoD) or other on demand service in respect of Channel(s).

3.10. Notwithstanding anything contained herein and to the extent permitted under the extant laws and

regulations, Broadcaster shall, during the Term, have the right to: (a) discontinue any Available Channel comprising of the Available Channels or Bouquet comprising of the Available Channels; and (b) modify any existing Bouquet of the Available Channels by adding new channels that may be launched by Broadcaster or by removing any Available Channel from a Bouquet; and (c) launch new channels and/or bouquets comprising of the Available Channels. The Parties agree that the Monthly Subscription Fee payable by the Operator to Broadcaster may vary in the event of launch of a new channel and/or new Bouquet.

In the event Broadcaster introduces any New Channel(s)/Bouquet(s), Broadcaster shall publish the relevant information on its website as per Applicable Law. In the event the Operator intends to avail the New Channel(s)/ Bouquet(s), the Operator may do so by sending a written request (email permitted) to the Broadcaster in the format as may be prescribed by the Broadcaster (email permitted) and the Broadcaster may consider such request suitably.

3.11. The Operator agrees to offer the Subscribed Channels in the Territory as set out in Schedule A. The Operator shall not extend its operations beyond the Territory or connect any Affiliates or LCOs beyond the Territory without any prior written intimation to the Broadcaster. In the event, the Operator desires to extend its operation beyond the Territory or connect any Affiliates or LCOs beyond the Territory ("New Territory"), the Operator shall send a written request (email permitted) to the Broadcaster in the format as may be prescribed by the Broadcaster (email permitted), addressed to the designated salesperson for that Area/Territory and the Broadcaster may consider such request suitably.

3.12. The Operator shall be permitted to extend its operations to New Territory, as per Applicable Law by distributing the Channels in such New Territory after thirty (30) days' from the date of receipt of such written notice by the Broadcaster (provided no objection has been raised by the Broadcaster). The said notice shall be deemed to be an addendum between the Parties for additional areas to be serviced by the Operator, which shall form an integral part of this Agreement and the New Territory shall be deemed to be a part of Schedule A. Also, the terms of this Agreement shall automatically apply to such additional areas

Provided that such areas fall within--
(a) the Registered Area of operation of the Operator; and / or
(b) the States or Union Territories in which the Operator has been permitted to distribute the signals of television channels under this Agreement.

3.13. It is hereby clarified that in the event where the distribution of the Channels is done by the Operator in the New Territory without provision of thirty (30) days' advance written notice to the Broadcaster, as referred herein above, the Operator shall deemed to be in breach of the terms of this Agreement and such distribution shall be treated as unauthorized and unlawful and the Operator shall be liable for appropriate penal action as per the Applicable Law / Regulations.

3.14. In the event Broadcaster raises written objection with reasons for adding proposed New Territory and objects to the extension of operations of Operator to the proposed New Territory and the Operator receives the same within the said 30 (thirty) days notice period, the Operator shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory i.e. in such additional area(s). If the Operator re-transmits the signals of the Subscribed Channels in the proposed New Territory despite receiving written objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of Broadcaster's rights under the Copyright Act

4. Delivery and Security

4.1 Conditions of Distribution

1. The Operator hereby agrees, covenants and warrants that it shall re-transmit and distribute the Channels to the Subscribers strictly in accordance with the following terms:

(a) the signals of all the Channels must be delivered by the Operator to Subscribers in a securely encrypted manner on its Platform in linear mode using such technology which shall meet the requirements of Schedule D at all times during the Term.
(b) the transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the signals of the Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same *genre* of the Channels on the Platform. Also, the audio level of the Broadcaster's Channels should be at par with any other channel of the competitor available on Operator's Platform;
(c) the Operator shall maintain first-class signal transmission quality of the Channels for distribution to the

Subscribers in accordance with the highest international industry standards and Applicable Laws;

(d) the Operator agrees that it shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute of such Channel;

(e) the Operator shall further make available the Channels to the Subscribers on 24/7/365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to any of the Channel(s) in accordance with the Applicable Laws;

(f) the Operator shall not use any interactive technology or other interferences (such as red button) or redirect traffic from the Channels in any manner, whether for content or for promotion, without express permission from Broadcaster;

(g) the Operator undertakes and covenants that it shall not compel its Subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all of the Channels;

(h) the Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a channel- by-channel and STB by STB basis;

(i) the Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense;

(j) The set-top boxes, installed CAS microchip used by the Subscribers and content protection systems shall prevent digital output copying or any other unlawful usage.

(k) The Operator shall transmit the signals of Channels only to Authorized Subscribers i.e. subscribers authorized by the Operator through the Platform. The Operator shall not be permitted nor shall be entitled to activate the STB/ provide signals of any Channels to any such subscribers who have not submitted the requisite documents including subscriber Know Your Customer ("KYC") documents, as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle the Broadcaster to disconnect its channels by giving written notice for non-compliance to the Operator; and

(l) The Parties acknowledge and agree that in the event the Operator intends to make any changes to the addressable system's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the Operator shall intimate the same to the Broadcaster (email permitted).

2. Infrastructure Sharing by Operator:

Where Operator shares its Platform infrastructure with any other operator or where the Operator avails the infrastructure facility from any other operator, the same shall be in accordance with and subject to complete compliance with:

(i) the Guidelines for providing Headend-in-the Sky (HITS) Broadcasting Service in India dated 26th November, 2009 read with its Amendment dated 6th November, 2020, formulated by MIB (as may be amended from time to time);

(ii) the Guidelines for Sharing of Infrastructure by Multi-System Operators dated 29th December, 2021 formulated by MIB (as may be amended from time to time);

(iii) the Operational Guidelines for Direct-To-Home (DTH) Broadcasting Services in India dated 16th September, 2022, formulated by MIB (as may be amended from time to time);
*(pt (i), pt (ii) and pt (iii) shall collectively hereinafter be referred to as "**Guidelines**")*

(iv) any other regulations/guidelines as may be issued by the Authority from time to time in connection with infrastructure sharing amongst distribution platform operators;

(v) the provisions laid down under Schedule D of the Agreement

4.2 No alteration of signals

(a) The Operator agrees to carry the Channels in their entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture quality degrading, picture squeezing or re-sizing, change in audio level, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions except as authorized in advance in writing by Broadcaster. The Operator shall not redistribute any portion of the Channels except as specifically authorized by Broadcaster in writing.

(b) The Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channels or any portion of the Channels for any purpose, or copy and store the content of the Channels on any storage device in any medium. Further the Operator shall not enable or otherwise permit Subscribers to do any of the foregoing acts except that the Operator can provide Recorder facility to the Subscribers in accordance with the Interconnection Regulations, provided use of such Recorder is regulated by agreement between the Operator and the Subscriber and is strictly only for non-commercial

and private viewing by the Subscriber. The usage of the Recorder is permitted only to the limited extent for the benefit of the subscribers as stated herein.

(c) The Operator agrees and undertakes not to obscure, superimpose or otherwise alter the indents or logos of the Channels in any manner whatsoever. The Operator is allowed to only add/insert its own trademark or logo in the form of a translucent watermark ("***Insertion***") while re-transmitting and distributing the Channels on the Platform provided such Insertion shall be subject to the following conditions:

i. The Insertion shall be inserted on all other channels distributed on the Platform by the Operator;
ii. At any point in time, there will only be a single Insertion;
iii. The Insertion shall not be more prominent than the respective Channel's logo;
iv. The placement and size of Insertion shall not be different from the placement and size of Insertion on any other channels distributed on the Platform; and
v. The Insertion shall not obscure or overlay the Channels' logos or any programme that appears on the Channels.

(d) Operator shall not alter the screen on which the Channels will be exhibited by inserting or superimposing any form of advertising;

(e) Any marketing or promotional activity in respect of or involving the Channels or any standalone programming of such Channels shall be only carried out by the Operator in accordance with the terms of this Agreement or by taking a prior written approval of Broadcaster; and

(f) The Operator shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that each Subscribed Channel is received only by Active Subscribers.

4.3 Encryption System and Technical Specifications

The Operator represents to Broadcaster that it uses the encryption system as specified in the Hardware Form (the "***Encryption System***") to encrypt the Channels and the programming of the Channels for re-distribution via the Platform. The Operator shall transmit the Channels only through the Platform to Subscribers located in the Authorized Area in the manner of transmission and distribution specified in this Agreement (including the Anti-Piracy Obligations), (the "***Technical Specifications***"). The Operator agrees that any changes to the Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), and its version changes and upgrades during the Term shall be immediately intimated in writing to Broadcaster.

Availability of Channels on the Platform

4.4 The Operator shall ensure that during the Term of this Agreement, the Channels shall be available for subscription to all its Subscribers on its Platform and offered to the Subscribers in line with the provisions of the Interconnection Regulations.

4.5 The Operator hereby covenants, undertakes and warrants to Broadcaster that it shall not shift, move, or change the frequencies of any of the Channels at any time without providing an advance prior written notice of at least thirty (30) days to Broadcaster. The Operator shall cause continuous distribution of the Channels to all its Subscribers without blacking it out or interfering with it in any manner whatsoever.

4.6 Acknowledgements by the Operator

The Operator fully understands and acknowledges that:

(a) Broadcaster is offering the Available Channels on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services/signals will be error free or uninterrupted for the purpose envisaged in this Agreement;

(b) Broadcaster reserves the right to remove any Channel from the list of Available Channels at any time if it ceases to distribute such Channel. In the event Broadcaster discontinues distribution of any Channel chosen by the Operator during the Term, such Channel shall stand withdrawn from Broadcaster's offering without any further obligation or liability on part of Broadcaster;

(c) Broadcaster and its licensors reserve the right to alter the Channels, including the name of the Channels

and the programming exhibited on the Channels;

(d) the Broadcaster in certain circumstances may not control the appropriate rights to exhibit certain programs on the Channels (hereinafter referred to as the "Withheld Programs"). Accordingly, Operator acknowledges and agrees not to exhibit, and shall block or black out the transmission of any Withheld Programs upon notification from Broadcaster;

(e) the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, and/or (iii) the encryption technology used for the Channels. In the event the Operator is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the Operator shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the Operator or its Subscribers for any failure on their part to access the Channels as a result of any such change;

(f) The Operator shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the Operator and/or terminate the Agreement by providing the Disconnection Notice.

(g) all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s); and

(h) that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this Agreement. The Operator further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the Agreement and based on their opinion has accepted that this Agreement is suitable and appropriate for the Operator.

4.7 Offering of Channels

(a) The Operator shall offer the Channels to the Subscribers either on Ala-carte basis or part of a Bouquet comprising the Channels. The Operator shall not make any limited period or event based offering or exhibition of any Channels to the Subscribers.

(b) In case the Operator is subscribing to Bouquet(s) of the Broadcaster's Channels, the Operator shall ensure that it does not break such Bouquet while offering the same to its Subscribers. If the Operator breaks a Bouquet of the Broadcaster at any time during the Term, from such date, the Channels comprised in such Bouquet shall be deemed to have been subscribed by the Operator on an ala-carte basis and the Operator shall be liable to pay Monthly Subscription Fee on a-la-carte rates for all Channels in such Bouquet to the Broadcaster.

(c) The channels selected in Bouquet by the Operator shall be deemed to have been availed on an a-la-carte basis by default. In the event the Operator alters the composition of the Bouquets of Broadcaster, the channels forming part of the said Bouquet shall be deemed to have been availed on an a-la-carte basis by default by the Operator and the Broadcaster shall have a right to raise invoice on the Operator accordingly.

(d) It is agreed that no independent advertising shall be inserted by the Operator and the Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel

(e) The Operator shall package the Channels as per the Applicable Laws. In any event, the Operator represents, warrants and undertakes that:

i. the packaging of the Channels will not be disadvantaged or discriminated vis-a-vis the other channels of the same genre or include the Channels in any package or tier that contains any channel with obscene content or with any channel offering gambling services or promoting gambling or betting. The Operator shall serve the Broadcaster with prior written intimation of its intention to package/repackage/launch a new package (promotional or otherwise); and

ii. it shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel

offered by it as part of a Bouquet for a period of six (6) months from the date of availing such Bouquet by a Subscriber or such other longer period for which the subscription charges have been paid by the Subscriber in advance. The Operator further agrees that once the Channel(s) has been included in the Bouquet offered by the Operator on its Platform, said Channel shall not be selectively switched off or taken off air by the Operator unless all other channels forming part of such Bouquet are switched off or taken off air by the Operator. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement.

(f) The Operator shall use its best efforts to maintain for the Subscribed Channels, the quality standard afforded to other channels of the same genre in a non-discriminatory manner. The Operator shall use reasonable efforts to maintain the service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

4.8 EPG

The Operator shall create an EPG for distribution to its Subscribers (a copy of which shall be sent to Broadcaster simultaneously), where the programming schedule of each of the Channels shall be prominently featured in such schedules in the order of the EPG number for each of the Channels. In connection with the EPG, the Operator agrees as under:

(a) shall declare the genre of the channels (as intimated by the Broadcaster) and such genre shall be either 'Devotional' or 'General Entertainment' or Infotainment' or 'Kids' or 'Movies' or 'Music' or 'News and Current Affairs' or 'Sports' or 'Miscellaneous';

(b) shall place all the Channels available on its platform in the EPG, in such a way that all the television channels of a particular language in a genre are displayed together consecutively and one television channel shall appear at one place only. In the event the Operator intends to carry out any changes/modification in its EPG, it shall at all times ensure that the Channels of the Broadcaster shall continue to be placed within their respective genre and in the same relative position in the channel list as agreed to between the Parties and in compliance with the Applicable Laws, Cable Television Networks (Regulation) Act, 1995 and Rules framed thereunder;

(c) shall ensure the EPG at all times contains information pertaining to the programs being broadcast on the Channels in a manner approved by the Broadcasters without any additional cost or fee;

(d) shall assign a unique number for each television channels available on its Platform; and

(e) the channel number once assigned to a particular television channel shall not be altered by the Operator without prior approval of the Broadcaster and TRAI. However, if the Broadcaster changes the genre or language of a Channel then the channel number assigned to that particular television channel shall be changed in order to place such Channel with the channels of the new genre or language in the EPG.

(f) shall display name and maximum retail price of all the Channels opted by the Operator in its electronic programme guide.

4.9 Logical Channel Numbering (LCN)

(a) The Operator hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing channels on a genre basis while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Operator's Platform;

(b) The Operator agrees and undertakes to maintain the same relative position (rank) for each and every Channel of the Broadcaster mentioned in the Agreement, in the respective genre list as well as in its all channel list as agreed between the Parties. The Operator shall also ensure that it does not change the relative position of the Channels during the Term of the Agreement unless the same is approved by the Broadcaster in writing

5. Monthly Subscription Fee, Incentive Scheme and Promotional Offer

5.1 Monthly Subscription Fee:

(a) Broadcaster is offering its standard definition and high definition Available Channels on an A-la-carte basis and in a Bouquet. The Operator shall select the Channels from the list of Available Channels on an A-la-carte basis and/or opt for a Bouquet. The "**Rate**" shall mean either the MRP A-la-carte rate per applicable Channel per subscriber per month ("**MRP of A-la-carte**") or the MRP rate of the Bouquet per subscriber per month ("**MRP of Bouquet**") (as the case may be) as is set out in the Validation Form.

The Broadcaster offers incentive to the Operator as per the Interconnection Regulations, which are detailed in Schedule A1. It is further clarified that the if the Operator selects any of the Available Channels on A-la-Carte basis, the Operator shall be eligible for the Incentive Scheme of the Broadcaster, provided the Operator, at the time of signing the Agreement, specifically selects the Incentive Scheme which are explained and elaborated in Schedule A1 ("**Incentive Scheme**"). For purposes of clarity, the Incentive Scheme must be selected by the Operator at the time of signing of the Agreement failing which the Operator shall not be eligible for any incentive (s) under the Incentive Scheme. The Operator's compliance of the terms of this Schedule A1, shall be in addition to Operator's compliance of the rest of the terms of this Agreement.

For avoidance of doubt, it is hereby clarified that the Incentive Scheme is optional and the Operator is under no obligation to opt for any of the incentive options of the Incentive Scheme to avail the Broadcaster's Available Channel(s). In the event the Operator chooses to opt for / avail any of the incentive options of the Incentive Scheme as mentioned in **Schedule A1**, the Operator will have to comply with all the conditions stipulated in the respective incentive option to be eligible for getting incentive under the Incentive Scheme.

"**Monthly Subscription Fee"** shall be the amount payable by the Operator to the Broadcaster (for availing the signals of Broadcaster's Channels on a monthly basis in connection with the Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet (as applicable) reported by the Operator for that particular month multiplied by the Operator Rate specified in Schedule A which shall be exclusive of all taxes and levies.

b) For each month or part thereof during the Term of the Agreement, the Operator shall pay to the Broadcaster Monthly Subscription Fee as specified above, on or before the due date mentioned herein.

c) The "Monthly Average Active Subscriber Level" for each Channel or Bouquet shall be equal to the average of the number of active Subscribers subscribing that A-la-Carte channel or Bouquet, as the case may be, recorded four times in a month, as provided in Schedule C.

d) For the purpose of calculation of the Monthly Subscription Fee payable, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Broadcaster's Channel(s) and/or Bouquet of Broadcaster's Channels through the Operator.

5.2 Calculation of Monthly Subscription Fee

a) In case Operator avails one or more or all Broadcaster's Channels on A-la-Carte basis:

(i) If the Operator is providing the Channels on A-la-Carte basis to its Subscribers, the Monthly Subscription Fee for such A-la-Carte Channel(s) shall be equal to the Operator Rate of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the Operator for that month for that particular Broadcaster's Channel(s).

Illustration:

If Operator has opted for the SONY ENTERTAINMENT TELEVISION channel of the Broadcaster on A-la-Carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is say 10000 subscribers for SONY ENTERTAINMENT TELEVISION channel, then the Monthly Subscription Fee payable by the Operator for that particular month for SONY ENTERTAINMENT TELEVISION channel will be calculated as:

MRP of SONY ENTERTAINMENT TELEVISION channel	Rs. 19.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 3.80/-

Operator Rate payable to the Broadcaster	Rs. 15.20/-
Monthly Average Active Subscriber Level for SONY ENTERTAINMENT TELEVISION channel reported by Operator	10,000 subscribers
Monthly Subscription Fee for SONY ENTERTAINMENT TELEVISION channel for that month	**Rs. 1,52,000/-** (Rs. 15.20 x 10,000)

Note: The MRP and Monthly Subscription Fee mentioned in all the Illustrations herein is exclusive of applicable taxes and levies.

(ii) If the Operator offers the A-la-Carte Channel(s) in packages of the Operator, then the Monthly Subscription Fee for each of the A-la-Carte Channels availed by the Operator, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte Channel(s) has been placed multiplied by Operator Rate of each channel(s).

Illustration:

If Operator has opted for SONY MAX channel on A-la-Carte basis and has placed SONY MAX channel in package "X" of the Operator. The Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 subscribers for package X, then the Monthly Subscription Fee payable by the Operator for that particular month for SONY MAX channel will be calculated as under:

MRP of SONY MAX channel	Rs. 19.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 3.80/-
Operator Rate payable to the Broadcaster	Rs. 15.20/-
Monthly Average Active Subscriber Level for Package X reported by Operator	10,000 subscribers
Monthly Subscription Fee for SONY MAX channel for that month	**Rs. 1,52,000/-** (Rs. 15.20 x 10,000)

b) In case Operator avails one or more Bouquet(s) of Broadcaster's Channels:

the Monthly Subscription Fee payable by Operator to Broadcaster for such Bouquet(s) shall be equal to the Operator Rate of the Bouquet(s) payable to the Broadcaster multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the Operator for that particular month.

Illustration:

If Operator has opted for the Bouquet Happy India Smart - Hindi (SPN00000HISH) and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for the Bouquet Happy India Smart - Hindi (SPN00000HISH) then the monthly Subscription Fee payable by the Operator for that particular month will be calculated as under:

MRP of Happy India Smart - Hindi Bouquet (SPN00000HISH)	Rs. 48.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 9.60 /-
Operator Rate payable to the Broadcaster	Rs. 38.40 /-
Monthly Average Active Subscriber Level for Happy India Smart - Hindi Bouquet (SPN00000HISH) reported by Operator	10,000 subscribers
Monthly Subscription Fee for Happy India Smart – Hindi Bouquet (SPN00000HISH) for that month	**Rs. 3,84,000/-** (Rs. 38.40 x 10,000)

c) In case an Operator avails one or more Broadcaster's Channels on A-la-Carte basis and also opts for different Bouquet(s) of Channel(s) not comprising of the Channels opted on A-la-Carte basis:

(i) For the channels opted on A-la-Carte basis, the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 5.2.(a)(i) above.

(ii) For Bouquet(s), the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 5.2.(b) above.

5.3 The Monthly Subscription Fees shall be paid by the Operator to Broadcaster in Indian Rupees by (i) demand draft/pay order/cheque drawn in favour of "*Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)*" or (ii) electronic wire transfer into the Broadcaster's designated bank account, accompanied by documentary evidence certified by the Operator's bank that the payment has been transferred to the Broadcaster's designated bank account.

5.4 All payments collected by Broadcaster from the Operator shall be on first in first out basis and shall be adjusted/credited to the invoice outstanding for the longest period. The Operator shall have no right to withhold or claim adjustment/set off Monthly Subscription Fees under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscribers, counterclaim against Broadcaster etc.).

5.5 <u>Monthly Subscription Fee</u>

(a) The Monthly Subscription Fees shall be calculated as specified above.
(b) Any discounts or similar offerings made by the Operator to the Subscribers in respect of the Channels shall be at the sole cost and expense of the Operator.

5.6 Payment of the Monthly Subscription Fee shall be subject to deduction of any withholding tax/TDS at the prescribed statutory rate in accordance with the provisions of the Indian Income Tax Act, 1961 as amended from time to time. The Operator shall provide tax withholding certificates to Broadcaster within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issued there under.

5.7 The Parties agree to be bound by the following Goods and Services Tax ("**GST**") related provisions:

1. For the purpose of this Agreement, the Broadcaster's "Bill From" address and GST registration number(s) have been specified in Schedule B hereto.
2. For the purpose of this Agreement, the Operator's "Bill To" address and GST registration number have been specified in Schedule B hereto.
3. The Operator may use the HSN/ SAC provided by Broadcaster or adopt a different HSN/ SAC as per their interpretation. However, the Operator acknowledges that in either case, Broadcaster shall not be held responsible or liable for any liability that arises on account of dispute related to HSN/ SAC classification.
4. In connection with the Monthly Subscription Fee payable to the Broadcaster, the following additional clauses would apply:
   a) The Monthly Subscription Fee payable shall be exclusive of Indirect taxes/GST.
   b) In cases where the Operator procures the Channels for its multiple premises, monthly Subscriber Reports for each such premises would be separately provided by the Operator.
   c) The Monthly Subscription Fee shall also be subject to deduction of applicable TDS (under Income tax and GST law as well). The Operator shall also furnish a certificate to the Broadcaster against such deduction within specified time lines.
   d) At the time of payment of the Monthly Subscription Fee to the Broadcaster, the Operator shall inter alia mention (a) that the payment is towards the Monthly Subscription Fee (b) Invoice details against which the said payment has been made which would also include the details of the premise and registration number of Broadcaster and the premise and registration number of Operator for which payment has been made and (c) Amount of payment along with TDS deducted thereon (GST TDS and/ or Income tax TDS).
   e) The Operator acknowledges that in case where any advance Monthly Subscription Fee paid by the Operator is required to be refunded by the Broadcaster due to any reasons, amount of GST paid by Broadcaster would be refunded only when Broadcaster receives refund of such GST from the Government.
   f) In the event there is any change in the amount of Monthly Subscription Fee, the Broadcaster shall issue GST compliant supplementary invoice, debit/ credit note (as the case may be) or any other document in this regard along with applicable GST / reversal of GST to the Operator (as the case may be). Operator would be responsible to reverse input tax credit where such document is issued and should not dispute such amount.
5. For the purposes of this Agreement and basis the information/documents provided by the Operator, the Broadcaster shall charge the applicable rate of GST.
6. In case the Operator is eligible for any exemption or lower rate of tax, the Operator is responsible to provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates before supply of signals is made. In absence of this, no tax exemption/ lower rates would be extended.
7. The Parties acknowledge that in case of any incorrect / incomplete or any type of non-compliance at its end (defaulting Party) because of which a demand is raised by the tax authorities on the other

Party (non-defaulting Party), the defaulting Party shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the non-defaulting Party. In the event the Operator had executed an agreement with Broadcaster prior to this Agreement under which Operator owes any outstanding sums to Broadcaster, the Operator is hereby obligated and liable to make payments of entire such outstanding sums promptly (and in any event no later than five (5) days of the Operator signing this Agreement) failing which the Broadcaster reserves the right to terminate this Agreement at any time by providing a prior Disconnection Notice.

5.8 The Broadcaster reserves its rights to launch Promotional Offer(s) as per Applicable Law. The Operator may opt for such Promotional Offer(s) by sending a written request (email permitted) to the Broadcaster. Such Promotional Offer(s) shall be deemed to be an integral part of this Agreement and shall be valid and operational only as per the terms mentioned in the respective scheme of Promotional Offer(s).

6. Payment Terms

6.1 The Monthly Subscription Fee shall be paid by the Operator in arrears within fifteen (15) days from receipt of invoice/provisional invoice (as the case may be) (the "***Due Date***") which shall be raised by Broadcaster on the basis of a detailed Subscriber Report to be submitted by the Operator to Broadcaster in accordance with Clause 6.3 below.

6.2 The Operator shall make the payment of the Monthly Subscription Fee on each Due Date without any deduction except deduction of TDS/withholding tax in accordance with Clause 5.6. The Operator shall be required to make payment of the Monthly Subscription Fee on or before each Due Date in accordance with the terms hereof, and any failure to do so on the part of the Operator shall constitute a material breach of this Agreement. Broadcaster shall have a right to charge interest at a monthly rate of 18% on that portion of each Monthly Subscription Fee which remains unpaid after the Due Date. The imposition and collection of interest on late payment of Monthly Subscription Fees does not constitute a waiver of the Operator's absolute obligation to pay the Monthly Subscription Fees on or before the Due Date.

6.3 Within seven (7) days of end of each month during the Term, the Operator shall provide the Subscriber numbers, recorded four times in a month as specified in Schedule C for each of the Channels opted by the Operator, both for a–la-carte and bouquet offerings of the Broadcaster ("***Subscriber Report***"), based on which Broadcaster shall raise an invoice for the Monthly Subscription Fee on the Operator. In case the Operator fails to send the Subscriber Report within the stipulated period of seven (7) days, Broadcaster shall have a right to raise a provisional invoice ("***Provisional Invoice***") and the Operator shall be under an obligation to pay the Monthly Subscription Fee on the basis of such Provisional Invoice in accordance with the terms herein. However, it is agreed by Broadcaster that the Provisional Invoice shall be for an amount increased by ten percent of the Monthly Subscription Fee payable by the Operator for the immediately preceding month. Provided that the Operator shall provide the Subscriber Reports at the earliest and ensure that the reconciliation for the Provisional Invoices and actual fee payable on the basis of the Subscriber Reports shall be conducted within three months from the date of issue of such Provisional Invoice.

In case of default by the Operator on account of non-submission of Subscriber Reports, it shall be deemed to be a material breach and entitle the Broadcaster to initiate appropriate steps for disconnection of signals of its Channel(s) and / or terminate this Agreement for material breach of this Agreement. In such an event the Broadcaster shall have an option to levy an additional charge for said material breach whereby the Operator shall be liable to pay to the Broadcaster an amount equivalent to previous three months' invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report

However, nothing contained herein, amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per Applicable Law.

6.4 All Monthly Subscription Fee payments hereunder are exclusive of all applicable indirect taxes including but not limited to GST. All such taxes shall be at the Operator's cost and will be charged at the prevailing rates by Broadcaster to the Operator.

6.5 The Operator shall make payment of the Monthly Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the Operator or its JVs from the Broadcaster.

6.6 In order to avail incentive (s) (as enumerated in Schedule A1 hereto), the Operator shall share the Incentive Qualifying Reports (as defined in Schedule C hereto) for calculation of the opted incentives along with the Subscriber Reports, not later than 15 days from the date of submission of such Subscriber Reports (**"Incentive Qualifying Report Deadline"**). Subject to eligibility, Broadcaster shall intimate (emails permitted) the Operator of the entitled incentive value (**"Eligible Incentive Value"**) within 15 days from the receipt of correct/error-free Incentive Qualifying Report. On receipt of the same, the Operator shall raise duly signed invoices (preferably digitally signed) on the Broadcaster, in accordance with the applicable GST laws towards the Eligible Incentive Value on the Broadcaster within 7 days from date of receipt of said intimation from the Broadcaster (**"Incentive Invoice Deadline"**). The Operator's invoice towards such Eligible Incentive Value shall refer to the Goods and Service Tax Identification Number (GSTIN) of the Broadcaster which is included in the Broadcaster's invoice raised towards the Monthly Subscription Fee payable by the Operator.

The Eligible Incentive Value shall be paid by Broadcaster to the Operator within fifteen (15) days from the date of receipt of valid invoice from the Operator as set out herein above (or adjusted as more specifically stated in Clause 6.7 hereinbelow), subject to Operator making payment of the Monthly Subscription Fee to Broadcaster as set out in Clause 6.1 above for the relevant month. In the event the Operator defaults in providing the Incentive Qualifying Reports and/or incentive invoice(s) so as to enable Broadcaster to ascertain and process the Eligible Incentive Value, the Operator shall not be entitled to the incentives until the Operator provides the same within three (3) months from the Incentive Qualifying Report/Incentive Invoice Deadline. No claims from the Operator shall be entertained post this deadline and the Operator shall be deemed to have waived off its right to claim incentive under the Agreement. For avoidance of doubt, it is hereby clarified that nothing contained in this Clause shall have any bearing on the Operator's obligation to pay the Monthly Subscription Fees to Broadcaster as stated herein above and the Operator shall be required to pay the Monthly Subscription Fees as stated therein.

The Eligible Incentive Value payable by Broadcaster to the Operator in respect of incentive shall be subject to deductions of all applicable taxes.

6.7 If the Broadcaster finds discrepancies in the invoice(s) raised by the Operator, the Broadcaster shall have the right to reject such invoice(s) and communicate the correct incentive amount that the Operator is entitled to. The Operator shall thereafter furnish the correct invoice(s) immediately to the Broadcaster. Notwithstanding anything to the contrary contained herein, the Broadcaster shall at its sole option have the right to adjust the amount payable against such invoice(s) from the outstanding Monthly Subscription Fee(s) payable by the Operator to the Broadcaster.

6.8 The Operator shall issue tax invoice in the format and containing all information required to be mentioned therein under provisions of law currently applicable or introduced in future. Broadcaster will not be liable to pay any taxes if the same is not charged in the appropriate manner on the invoice issued under this Agreement. Further, Operator undertakes to pay taxes charged and collected from Broadcaster to the credit of appropriate Government and also comply with other provision related to reporting of such taxes in appropriate form and time as per applicable provision of law. If at any time credit for taxes charged and collected by Operator is denied to Broadcaster or payment of taxes is sought from Broadcaster due to, but not limited to, issuance of deficient invoice or default in payment of taxes or non-compliance of applicable laws and regulations by Operator, Operator shall indemnify Broadcaster against any such denied credits or taxes recovered as well as any interest and penalties imposed on Broadcaster in this regard.

6.9 In due compliance of its obligations, Operator shall remit the GST so charged (if any) from Broadcaster, subject to a valid invoice / debit note, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTIN platform, which enables Broadcaster to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on Broadcaster) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to Broadcaster under its appropriate GST registration under applicable laws for non-payment of taxes charged to Broadcaster or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTIN platform), then the Operator shall rectify the said non-compliances/errors to ensure that Broadcaster gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Operator as above, then Broadcaster shall have the right to set off such shortfall against the subsequent payments of the Eligible Incentive Value to the Operator

or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the Operator.

6.10. The Operator shall nominate a person who will be single point of contact for Broadcaster for all communication regarding any discrepancy on GSTIN reporting by Operator. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under this Agreement, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.

6.11 As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.

6.12 The Operator shall not be entitled for any incentive (s) in the event:

- the Operator fails to comply with any of the terms and conditions of the Agreement and/or
- the Operator fails to meet any of the incentive qualifying parameters and/or fails to submit the Incentive Qualifying Reports in the prescribed format on or before the Incentive Qualifying Report Deadline and/or
- there is a discrepancy in the Monthly Subscriber Reports and Incentive Qualifying Report submitted by Operator.

6.13 The Broadcaster shall have the right to audit the addressable systems, CAS, SMS and other related systems of the Operator as detailed out in Schedule E by an Empanelled Auditor to verify the Operator's compliance of its obligations, declarations, representations and warranties under this Agreement including but not limited to the accuracy and validity of the monthly Incentive Qualifying Reports submitted by Operator to Broadcaster for availing incentive hereunder.

7. Subscriber Reports

7.1 The Operator shall maintain, at its own cost, SMS which shall be fully integrated with the CAS. The Operator warrants that any activation or de-activation of ' Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.

7.2 The Operator shall provide to Broadcaster complete and accurate number of Subscribers of the Channels in the Subscriber Reports and the tier and/or package in which the Channels are included within seven (7) days from the end of each month in the format provided by Broadcaster enclosed herewith as **Schedule C** together with such other information as Broadcaster may require for determining the Monthly Average Active Subscriber Level and the Monthly Subscription Fee.

7.3 The Subscriber Reports provided by the Operator to Broadcaster in accordance with Clause 7.2 shall be system generated only through SMS and must be in a non-editable format and a 'pre-defined read only format' such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included) and the Monthly Subscription Fees payable to Broadcaster. Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each Subscribed Channel and each Bouquet in which a Subscribed Channel is included) for calculating the Subscription Fees payable to the Broadcaster and in case the Operator opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the Operator to the Broadcaster.

7.4 The Subscriber Reports shall be signed and attested by an authorized officer of the Operator of a rank not less than Head of Finance /Chief Financial Officer or any person duly authorized by the Operator who shall certify that all information in the Subscriber Report is true and correct. The Operator acknowledges that submission of the Subscriber Report in accordance with the provisions hereof is material to Broadcaster.

7.5 The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports submitted by the Operator, and (ii) the payments due to Broadcaster hereunder.

8. Equipment

8.1 <u>Procurement of Equipment</u>

(a) IRDs/PIRDs used for decoding the signals of the Channels, details of which are specified in the Hardware Form, is either provided by Broadcaster to the Operator or procured by the Operator directly from the market at its own cost (as the case may be). The Viewing Card and/or CAM for the IRD/PIRD shall always be provided by Broadcaster to the Operator and shall at all times remain the property of the Broadcaster.

(b) Where the PIRD is procured by the Operator directly on its own from the market, Operator shall ensure that the same meets the technical and other parameters as may be notified by Broadcaster. The Operator shall at all times be responsible for proper functioning, repairs, replacement or maintenance of such procured PIRDs.

(c) In the event the Operator requests in writing, Broadcaster may supply or cause to supply the Equipment in accordance with the current policy of Broadcaster.

(d) Broadcaster may in its sole discretion require the Operator to make the following payments against delivery of the Equipment:

i) Processing Fee: Broadcaster may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Channel as per Broadcaster policy.

ii) Replacement Fee: In case the Operator requires replacement of defective Equipment, the Operator shall pay a non-refundable service charge per IRD/PIRD or per VC, as the case may be, for one-time replacement. The service charge amount shall be intimated by Broadcaster based on the nature of defect in the IRD/PIRD or VC as the case may be.

iii) Maintenance Fee: This fee will be charged to the Operator on annual basis at the sole discretion of the Broadcaster, in connection with the maintenance contract for maintaining the Equipment's so provided by the Broadcaster

iv) Courier/Taxes: The Operator shall pay the courier charges, taxes and other applicable levies and transportation charges for the Equipment.

(e) It is expressly agreed between the Parties that if within fifteen (15) days from the date of dispatch of the Equipment to the Operator by Broadcaster, the Operator does not intimate Broadcaster the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

8.2 Equipment provided by Broadcaster to the Operator, shall at all times remain the property of the Broadcaster, and not of the Operator. Broadcaster may require the Operator to pay a refundable security deposit (the "***Security Deposit***") before Broadcaster delivers the Equipment to the Operator. The Security Deposit, if not received separately on or before the date of execution of this Agreement, shall first be adjusted from the subscription fees paid by Operator and only after the same is fully adjusted, the balance amount paid would be apportioned towards the monthly subscription fees payable by Operator under the Reference Interconnect Offer Agreement and the unadjusted subscription fees shall be carried forward and shall become due and payable by Operator accordingly. Upon the return of the Equipment to Broadcaster by the Operator, Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the Equipment (if any), which cost shall be determined by Broadcaster at its sole discretion and also after adjustment of any outstanding Monthly Subscription Fee payable by the Operator to the Broadcaster under the Agreement (if any). Further, in the event, the Operator fails to return the Equipment (i.e. Equipment's procured from the Broadcaster), the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD/PIRD to Broadcaster for the period during which the default continues.

8.3 The Broadcaster makes no representation or warranty as to the capabilities of the Equipment provided by it to the Operator and the Equipment shall be provided on "as is where is" basis. Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such Equipment. However, in the event such Equipment require repair or replacement, the Operator may send a written request (email permitted) to Broadcaster and Broadcaster shall endeavour to have the Equipment repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All Equipment provided by Broadcaster to the Operator shall be packed as per the standard packaging protocol and returned to the Broadcaster as directed by Broadcaster immediately upon expiry or prior termination of the Agreement or discontinuation of any of the Broadcaster's Channel(s) or in connection with the Operator's request for replacement of the faulty Equipment with a new one (as the case may be).

8.4 The Operator undertakes and covenants that each Equipment provided by Broadcaster to the Operator:

(a) shall be kept at a secure location approved by Broadcaster in writing and the same shall not be moved from the installation address as specified in Hardware Form. The Operator grants Broadcaster and/or its authorized agents the right at any time to enter the installation address to verify the presence of, and to inspect and test, each Equipment at the installation address. In the event any Equipment is missing, Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover such Equipment. Further, in the event any Equipment is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator shall immediately inform Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of such Equipment, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the Equipment shall be borne solely by the Operator. In case such Equipment is not recovered, the Security Deposit shall be transferred to the Broadcaster in lieu of such Equipment and the Operator agrees that the Broadcaster shall be free to recover the balance costs, if any, of such Equipment from the Operator;

(b) is not opened, tampered with or reverse engineered in any manner whatsoever. In the event that the hologram seal affixed to the IRD/PIRD is tampered with while the IRD/PIRD is in the possession of the Operator, Broadcaster may suspend the delivery of the Channels (after complying with the Applicable Laws) without any liability and the delivery of the Channels will be restored only at Broadcaster's discretion and subject to Operator paying a non-refundable reactivation fee of Rs. 5000/- (Rupees five thousand only) per Channel or higher as per the existing policies of Broadcaster for each such event of suspension. The Operator acknowledges that the reactivation fee is not a penalty but a reasonable cost to be incurred by Broadcaster for the restoration of the Channels after suspension. If the seal of the IRD/PIRD is found to be broken, the Broadcaster may take back possession of the IRD/PIRD and forfeit the Security Deposit of the Operator. Further, the Broadcaster shall be free to recover the balance cost, if any, of such IRD/PIRD from the Operator if the Security Deposit does not cover the cost of such IRD/PIRD. The Operator agrees to use the Equipment only in accordance with the technical specifications established by the manufacturer of the Equipment;

(c) is not sold, assigned, pledged or otherwise transferred to any third party and/or transferred to any other location in breach of this Agreement;

(d) shall be packed as per the standard packaging protocol and returned forthwith to Broadcaster in the event the Operator merges or amalgamates with another entity or ceases to operate its Platform; and

8.5 The Operator understands that mere possession of the Equipment and making all payments relating to it does not guarantee access to the Channels, if the remaining clauses of the Agreement are not adhered to.

8.6 In the event the Operator fails to pay the Monthly Subscription Fees and/or upon expiry or termination of the Agreement, Broadcaster shall be entitled to take back the possession of the Equipment from the Operator and deactivate the Viewing Cards.

8.7 In order to recover possession of the Equipment from the Operator, the Operator shall ensure that the authorized personnel of Broadcaster are provided with unobstructed access to the premises of the Operator where the Equipment are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of Broadcaster visit the premises during normal office hours.

9. Anti-Piracy

9.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "***Piracy***"), the Operator shall, prior to the commencement of the Term and at all times during the Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the Platform and conditional access delivery and content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures (hereinafter collectively referred to the "***Security Systems***") as may be specified in a non-discriminatory manner hereunder or in writing, from time to time, by Broadcaster.

9.2 To ensure the Operator's ongoing compliance with the security requirements as set out in this Agreement, Broadcaster may require technical validation/audit ("***Technical Validation*** ") to be conducted by Empaneled Auditor, at Broadcaster's cost and expense. If the results of any Technical Validation are not found to be

satisfactory by either the Operator or Broadcaster, then Operator shall work with Broadcaster in resolving this issue in the next fourteen (14) business days. Operator shall, if required, forthwith resort to appropriate remedial measures, by way of adopting appropriate state of the art or next generation technology that shall improve the accuracy and efficacy of the Security Systems. If a solution is not reached to Broadcaster's satisfaction by the end of said 14 days then, Broadcaster may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to Broadcaster's satisfaction. For avoidance of doubt, Technical Validation is not an Audit as per clause 10(7) and/or clause 15 of Interconnect Regulations, 2017 as amended from time to time and conduct of this validation shall not in any way be construed as conduct of Broadcaster caused Audit.

9.3 For every Technical Validation referred to above, Operator shall make available all the data, records, systems information and details for validation by Empaneled Auditor along with Broadcaster's authorized representatives on reasonable notice to the Operator, during normal business hours during the term of the Agreement and for 1 (one) year after the termination of this Agreement. Provided further that neither Broadcaster's acceptance of any such information nor payment for any deficiency or Broadcaster's validation of the Operator's records or accounts shall prevent Broadcaster from later disputing the accuracy or completeness of any payment made or information supplied by the Operator. Broadcaster and its representatives shall be entitled to visit all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such validation. The Operator undertakes to provide and cause to provide access to all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such validation by Broadcaster or its representatives.

9.4 The Operator shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed/transmitted through its Platform at least once every 10 minutes on 24 x 7 x 365(6) basis. The Operator undertakes to initiate the finger printing as and when requested by the Broadcaster, in the event any piracy is detected.

9.5 The Operator shall comply with all content protection measures that may be specified by Broadcaster from time to time and shall report compliance to Broadcaster in a timely manner as may be required and specified by Broadcaster. The Operator shall also allow Broadcaster full access to systems and controls for Broadcaster to be satisfied that the Operator is fully compliant with such content protection measures as may be specified by Broadcaster in this regard.

9.6 The Operator shall not allow unauthorized taping or receipt of the Channels. The Operator shall not authorize, cause or suffer any portion of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for linear distribution by Operator at the time the Channel(s) is made available. The Operator shall not authorize or permit infringement of any copyrighted material exhibited on the Channel(s), or use the rights granted to it under this Agreement for any unlawful purpose.

9.7 If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channel(s) for any other purpose, the Operator shall immediately notify Broadcaster and the Operator shall switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a set top box with the Recorder facility which has been supplied to the Subscribers by the Operator shall not be treated as unauthorized use; provided (a) such Recorder facility in the STB complies with the terms of this Agreement; (b) such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber, (c) the Subscriber uses it strictly for non-commercial use and personal consumption.

9.8 If so instructed by Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized Subscriber indulging in Piracy, within ten minutes from the time it receives such instruction from Broadcaster. Any communication under this Clause 9.8 shall be considered as valid information only if the information is sent through official e-mail of a designated officer of Broadcaster. However, such foregoing information may even be provided by Broadcaster representatives through other means of communications such as text messages (via SMS or WhatsApp) , and the said information shall later be confirmed by Broadcaster through e mail and the Operator shall be under an obligation to act upon such information relating to Piracy and switch off the concerned STB.

9.9 In such instances where the Operator is the only party that is allowed to initiate legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the Operator agrees to grant necessary rights to Broadcaster to initiate legal action. In the event

Broadcaster cannot initiate such legal action, against an unauthorized party, for want of locus standi, the Operator agrees to initiate the same. In all cases where legal action is initiated by Broadcaster, the Operator agrees to provide Broadcaster with all the necessary/required assistance.

9.10 In addition to the above, the Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule D.

10. Audit of Operator Systems

10.1 The Operator shall once in a calendar year cause audit of its subscriber management system (SMS), conditional access system (CAS) and other related systems ("**Systems**") from such auditors as empaneled by TRAI from time to time under the New Regulatory Framework to confirm inter alia whether their SMS, CAS and other related systems are in compliance with the New Regulatory Framework and also to verify and confirm whether the monthly Subscriber Reports made available by the Operator to broadcasters are complete, true and correct ("**Subscription Audit**"). The Operator shall issue/share the audit report to this effect with the Broadcaster on audit.report@setindia.com within 24 hours of receipt of the said report from the auditor. The Operator shall obtain a certificate from such auditor that the Operator's digital addressable systems meets the requirements specified under the New Regulatory Framework provided that failure to comply with this provision by the Operator will constitute a material breach of this Agreement. The audit and penalty under this Clause 10.1 shall be as prescribed under the Applicable Law (as may be amended from time to time).

10.2 In the event, Broadcaster is not satisfied with the report received from the Operator under Clause 10.1 of this Agreement or, if in the opinion of the Broadcaster the addressable system being used by the Operator does not meet requirements specified under the Schedule III, Schedule IX and Schedule X of Interconnection Regulations, Broadcaster shall have the right to review and/or cause audit from such auditors as empaneled by TRAI of the SMS, CAS, other related systems and records of SMS and CAS of the Operator relating to the Channels for the purpose of verifying the amounts payable to Broadcaster under the Agreement once in a year, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement, for which the Operator shall provide full co-operation. The scope of the said audit will be as defined in Schedule E to this Agreement. If such review and or audit reveals that additional fees are payable to Broadcaster, then after measurement of such incremental Fees, Broadcaster shall raise invoice on the Operator for payment of differential Fees. The Operator shall immediately pay such fees, as increased by the late payment interest rate (as may be charged by the Broadcaster), failing which Broadcaster may, notwithstanding anything contained elsewhere in the Agreement, suspend any of the Channel or terminate this Agreement, by giving such notice to Operator as is required under the New Regulatory Framework, without prejudice to Broadcaster's right to claim the additional fees. If any fees due for any period exceed the fees reported by the Operator to be due for such period, by two (2) percent or more, the Operator shall pay all of Broadcaster's costs incurred in connection with such review and/or audit and take any necessary actions to avoid such errors in the future. At the end of each of these audits, the Operator shall provide Broadcaster with a current date channel-wise (Bouquet/A-la-carte) subscriber report from its SMS, certified by its SMS manufacturer/vendor. In the event during the audit exercise if it is found that the Operator has not informed the Broadcaster about any change/ replacement of its existing SMS / CAS system declared at the time of execution of the Agreement or in case where the Operator has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event the Broadcaster shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 100% of the maximum retail price for such channels from the date of Agreement. For example, if the undeclared number of subscribers is say 500 and the MRP of the channel of the Broadcaster is Rs. X, then in such a scenario the Operator shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).

10.3 Notwithstanding anything to the contrary contained herein, if during review and/or audit of the SMS, CAS, other related systems and records of SMS and CAS of the Operator, it is revealed that the Operator has misrepresented any information contained in the Incentive Qualifying Report or any item having a bearing on the computation of the opted Incentives and/ or the Monthly Subscription Fee payable by the Operator, the Broadcaster shall be entitled to revoke all the incentives availed by the Operator and seek appropriate refund of same along with interest. If Broadcaster has already paid the Eligible Incentive Value, in which case Operator shall be liable to issue a credit note in accordance with applicable GST Laws to Broadcaster of the Eligible Incentive Value already paid by Broadcaster.

10.4 The Operator shall maintain at its own expense the SMS, capable of, at a minimum:

i. maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an IT enabled infrastructure whereby Subscriber contracts are collected, returned and recorded in the SMS database for ongoing administration;
iii. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
iv. administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of programming packages;
v. obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion; and
vi. that will enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers.

10.5 In addition to the various rights and remedies as may be available under law, any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement causing substantial loss to Broadcaster. Provided that nothing stated herein above amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per applicable Law, if such Audit reveals that the addressable system being used by the Operator does not meet the requirements specified in the Telecommunications (Broadcasting & Cable) Services Digital Addressable Systems Audit Manual dated 8th November 2019 ("**Audit Manual**") (as may be amended form time to time).

10.6 The Operator shall be under a legal obligation to revert within five (5) days (**"Revert Period"**) after a request is received for audit from Broadcaster. In the event the Operator fails to respond or fails to provide a convenient date for audit falling within two weeks of the request date then in such an event, it shall be deemed to be refusal on the part of the Operator to allow the Broadcaster to conduct audit. Accordingly, Broadcaster would also be entitled to disconnect the signals of the Channels of the Broadcaster after following due process of Applicable Law.

10.7 It is hereby agreed between the Parties that if an IPTV Operator uses DRM in place of CAS, then all the provisions applicable to CAS as set out in this Agreement and Applicable Laws shall ipso facto apply to DRM.

10.8 The Operator acknowledges that in the event the Operator confirms a date for audit of its System to the Broadcaster and consequently the TRAI empanelled auditor appointed by the Broadcaster along with Broadcaster's representative reaches the Operator's headend on the scheduled audit date and where the audit is cancelled or postponed or abandoned, due to any reason attributable to the Operator, in such a case entire cost for the said audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall stand to the account of the Operator as due and payable to the Broadcaster. The Operator agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the Operator in this regard.

10.9 the Operator shall allow presence of the Broadcaster's representatives during Broadcaster caused Audit in accordance with this Agreement.

10.10 The Operator shall provide full cooperation to the empanelled Auditors appointed by the Broadcaster in order to carry out the Audit including but not limited to granting unfettered, unqualified and unrestricted access to Operator's facilities and Systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. The Operators shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such Audit and shall be provided with free ingress and egress from the premises wherein such Audit is conducted. The Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the Audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the Audit. The provisions contained in this Clause shall also apply to Technical Validations as stated in Clause 9 herein above. Any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement.

10.11 The Operator shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of the Broadcaster's Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to the Broadcaster.

11. Representations and Warranties

11.1 The Operator represents, covenants, warrants and undertakes to Broadcaster as follows:

i. it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder;

ii. by executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party;

iii. it has the appropriate net worth, necessary infrastructure including office, support staff and the equipment for running the Platform smoothly and efficiently and discharging its entire obligations under this Agreement;

iv. it shall at all times abide by the Applicable Laws;

v. it shall duly inform Broadcaster in the event of any changes or termination in its registration/license and/or any change in its Systems;

vi. the STBs, CAS/DRM and SMS shall comply with the Technical Specifications and the Operator agrees that the set-top boxes, installed CAS microchip used by the Subscribers and the content protection systems shall prevent digital output copying or any other unlawful usage

vii. it shall provide the accurate Subscriber Reports and pay the Monthly Subscription Fees on the Due Dates, together with applicable taxes;

viii. it shall not retransmit the Channels via any medium other than the Operator's Platform;

ix. it shall provide Broadcaster with 10 STBs for which Broadcaster shall pay applicable charges authorized for every Channel distributed by the Operator for monitoring the anti-Piracy;

x. it shall maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster of any degradation to signal of any of the Channels;

xi. it shall ensure that EPG functionality, user interface and on screen display ("***OSD***") appears at the Subscriber's option provided such interface appears at the bottom part of the screen and does not cover more than 10 % of the television screen size and does not obscure the program on the Channel;

xii. it undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channels;

xiii. it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease;

xiv. the content stored in the PVR or DVR shall always be encrypted and shall not be capable of transfer to and/or play on other devices;

xv. it shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Channels;

xvi. it shall not discourage in any manner whatsoever the Subscribers and/or general public at large from not subscribing to the Channel(s) and/or it shall not engage in any kind of negative marketing/advertising/running scrolls that may discourage the Subscribers and/or general public at large

from subscribing the Channel(s);

xvii. it shall not modify, misuse or tamper with the Equipment including the seal (paper or holographic seal to prevent opening of the Equipment) or any signals emanating therefrom in a manner that prevents the correct identification of the Equipment by their original identification code or interferes with the signals emanating therefrom;

xviii. it shall keep the Equipment in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in the Equipment;

xix. it undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify Broadcaster against any default or non-payments in this regard;

xx. upon expiry/termination of the Agreement, it shall return to Broadcaster the Equipment in good working condition and pay to Broadcaster all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination;

xxi. it further ensures that the Channels shall only be activated through the digital addressable STB which meets the specifications prescribed by Bureau of Indian Standards ("***BIS***");

xxii. once the Channels are included in a Bouquet, the Operator shall not stop exhibition of the Channels without strictly following the procedure prescribed for changing the composition of the Bouquet under QoS Regulations and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the Operator (if any);

xxiii. it shall allow distinct choice of Channels and Bouquets of Channels to each TV connection or set top box in a Multi TV Home.

xxiv. it shall comply and remain fully compliant with the terms of this Agreement at all times during the Term;

xxv. it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees as stipulated by TRAI/Applicable Laws, as a precondition to receive the signals of the Broadcaster;

xxvi. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster;

xxvii. none of Broadcaster's Channels shall be included in any package or tier that contains any channel with pornographic content or any gambling channel or any channel which is prohibited to be broadcasted under the Applicable Laws;

xxviii. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement;

xxix. It is financially solvent and is capable of discharging its payment obligations under this Agreement; and

xxx. It shall not discontinue carrying the television Channel(s) of the Broadcaster on its network unless the requirement as regards the discontinuation threshold for a television Channel as prescribed in Schedule VIII of Regulation 4(8) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 as amended by the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020; is fulfilled.

xxxi. The Operator hereby agrees to read, understand and comply with the Broadcaster's code of conduct as updated from time to time, and located at https://www.sonypicturesnetworks.com/compliance. The Operator further agrees to report to CME about any form of corruption (including but not limited to bribery, money laundering etc), or any other unethical and/or suspected behaviour that may impact the Broadcaster in any manner during the Term of this Agreement.

11.2 Other Obligations of the Operator

i. The Operator shall intimate the Broadcaster promptly in writing regarding the proposed merger, de-merger, amalgamation, consolidation, reorganization, joint venture, corporate restructuring or any other business arrangement involving the Operator or any change of control/management or acquisition of majority stake or controlling stake of the Operator by any other entity or acquisition by the Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the Operator's assets and/ or purchasing by the Operator of the whole or a substantial portion of the assets of another entity. In event of the aforementioned scenarios, the Broadcaster reserves its right to deactivate the signals of the Broadcaster's Channels to Operator's network as per Applicable Laws.

If the Operator merges with, acquires or is acquired by a competing distribution platform operator operating in the Authorised Area (**"Competing Platform"**) and the Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the Channels/s pursuant to this Agreement or the Operator distributes the said Channel to the Subscribers of the Competing Platform, the Operator or the successor company shall be obligated to pay the Broadcaster the Monthly Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of Operator and the Competing Platform or the successor company/affiliates/joint ventures/networks (as the case maybe).

If the Operator merges with, acquires or is acquired by a Competing Platform and the Channel(s) are carried on Platform and the Competing Platform, then the Monthly Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of the Broadcaster, with the platform and Competing Platform prior to such merger, till a fresh agreement is entered into with the Broadcaster for the combined entity.

Without prejudice to the aforesaid provisions, the Operator agrees not to connect or make available the signals of the Channels through the distribution system/DAS to any Independent Affiliate, having outstanding arrears payable to the Broadcaster, without the Broadcaster's prior written consent vide a written agreement. The Broadcaster has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the Operator does not clear all the outstanding amounts payable by the Independent Affiliate to the Broadcaster for such time the Independent Affiliate has been availing the signals of the Channels.

ii. The Operator shall not offer limited period exhibition of any Channel(s) to Subscribers.

iii. The Operator shall not distribute the Channels outside the Authorised Area through any other mode without the express written consent/agreement of the Broadcaster.

iv. The Operator shall display name and maximum retail price of all the Channels opted by the Operator in its electronic programme guide.

v. Any agreement entered into by the Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and Operator shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

vi. The Operator shall offer to all Subscribers the bouquet(s) of the Channels offered by Broadcaster for which interconnection agreement has been signed with the Broadcaster, without any alteration in composition of the bouquet(s). In case, the Operator opts for certain bouquet(s) but does not carry all the channels constituted in the bouquet, then the Operator shall be liable to pay for the Channels on an ala-carte basis.

vii. The Operator shall make the payment of Monthly Subscription Fee irrespective of the Operator's collection of the invoiced Monthly Subscription Fee from its sub-operator/affiliate/LCOs/Subscribers in a timely manner, the Operator shall pay the Monthly Subscription Fee on or before the Due Date prescribed in this Agreement.

viii. The Operator undertakes that it shall ensure and cause its Affiliates/LCOs who would be transmitting the signals of the Channels to the subscriber to comply with the terms of this Agreement and the New Regulatory Framework. The Operator acknowledges that in case of breach of this undertaking the Broadcaster shall be entitled to switch off the signals of the Channels. The Operator shall also provide details of such Affiliates/LCOs and keep the Broadcaster updated in this regard from time to time.

ix. In case the Operator operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the Operator to the Broadcaster in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.

x. The Operator acknowledges and agrees that if it facilitates the broadcast of the competition channels in the same genre in multiple languages, the Operator shall extend the same facility to the Broadcaster's Channels as well at no additional cost.

12. Intellectual Property

12.1 Unless notified to the contrary by Broadcaster, in all trade references, advertising, promotion and marketing, the Channels shall be referred to exclusively as designated herein. As between Broadcaster and the Operator, Intellectual Property over the Channels, marks associated with the Channels, logo, names shall belong exclusively to Broadcaster or its Affiliates or Broadcaster's rights holder (collectively referred to as "***IP Owners***"). Operator shall not claim adversely to or challenge the rights of the IP Owners with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of the respective IP Owners and agrees to renounce such rights and sign all necessary documents which Broadcaster may require the Operator to do. The Operator shall not use any material contained in any of the Intellectual Property without the prior written consent of Broadcaster. If Broadcaster authorizes such use, the Operator shall use such Intellectual Property in connection with the Channels only and only in accordance with Broadcaster's written instructions. Broadcaster reserves the right to inspect any such material at any time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name or seek to register any Intellectual Property which in Broadcaster's opinion is colorable imitation or deceptively similar to the Intellectual property. The Operator shall include appropriate copyright and other legal notices as Broadcaster may require and shall promptly call to the attention of Broadcaster the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Authorized Area. The Operator shall within 10 days after termination of this Agreement return to Broadcaster, or at Broadcaster's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred to the IP Owners (and at no cost to Broadcaster or any of the IP Owners) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property.

12.2 The Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the Platform subject to prior written approval of Broadcaster. However, the Operator can use the Channel Marks to promote the Channel(s) through programme guide, programme listing and for the purpose of displaying the electronic program guide if any.

12.3 The Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The Operator acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the service) are and shall remain the exclusive property of the Broadcaster /IP Owners and its licensor(s), as applicable. The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the Operator with respect to the programmes included in the Channels. The Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by Broadcaster or its programme suppliers/licensor(s) and disclosed to Operator by Broadcaster for the purpose of this Agreement.

13. Advertising/ Marketing/Promotion

13.1 The Operator shall promote the Channels in the same manner and to the same extent as any other channels distributed by the Operator on its Platform; provided that the Operator may carry out any specific promotion with respect to certain specific channels, if such channels provide the Operator with financial assistance with respect to such promotion. Notwithstanding the foregoing, the Operator agrees that it shall provide Broadcaster with the same opportunity to carry out specific promotions for the Channels. Moreover, the Operator agrees that the Channels will be treated similarly in terms of size and prominence (taking into consideration the context) to other channels in any advertising material where the Channel Marks appear with the logos and names of all other channels. In any promotion and marketing of the Channels, the Operator shall use only promotional material provided or pre-approved by Broadcaster in strict adherence to Broadcaster's instructions or if the marketing

materials for the Channels are created by or on behalf of the Operator, these must be submitted to Broadcaster for Broadcaster's prior written approval. Broadcaster shall make available to the Operator promotional and marketing materials in accordance with Broadcaster's prevailing current practices. Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. The Operator shall cooperate with Broadcaster in such research by making available information reasonably requested by Broadcaster including the relevant data and address details of its Subscribers. Broadcaster and the Operator agree to discuss joint marketing efforts and the coordination of marketing and promotion for the Channels and the Platform.

13.2 Notwithstanding anything contained elsewhere in this Agreement, the Operator shall not without the prior written permission of Broadcaster promote or associate itself in any manner whatsoever with any programming carried on the Channels. Specifically, the Operator shall not market, promote or in any other manner whatsoever seek to draw any association between Operator and any programme on the Channels. The Operator may only use the official logo of the Channels for any non-commercial purpose, promotional or marketing of the Channels on the Operator's network and provided such use is first approved by Broadcaster in writing.

13.3 The Operator shall not:

i. engage in any kind of promotions, special screenings, private shows, exhibit in public viewing areas, any special schemes or any deals involving any particular event, show or programme on the Channels;
ii. use or exploit any of the logos or marks or the title of any event, show or programme of the Channels including without limitation, engaging in promotions via cutouts, banners or hoardings displaying any brand names or logos or trademarks of any such event; and
iii. obscure the viewing of any Channel by inserting any form of graphics, pop ups, aston bands, scrolls, squeezers, pre-rolls, post rolls, logos, brand names, virtual advertising, etc.

14. Term

14.1 Unless terminated in accordance with the terms hereof, this Agreement shall be valid for such time period as specified in Schedule A forming part of this Agreement.

14.2 The Term may be extended on terms and conditions to be mutually agreed and recorded in writing by and between the Parties either by way of an addendum to this Agreement or under a new agreement.

14.3 The Parties shall enter into new written interconnection agreement before the expiry of this Agreement. The Broadcaster will send a written notice to the Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new interconnection agreement.

Provided further that if the Parties fail to enter into new interconnection agreement before the date of expiry of this Agreement, the Broadcaster will disconnect the retransmission of the signals of the Channels on the expiry date of this Agreement.

Provided further that the Operator shall, fifteen days prior to the date of expiry of this Agreement, inform its subscribers through scrolls on its Platform:

a) the date of expiry of this Agreement;
b) the date of disconnection of signals of the Broadcaster's Channels in event of its failure to enter into new interconnection agreement.

14.4 Any signed Agreement from the Operator shall not be legally binding if it is received after a new version of RIO/ interconnection agreement is uploaded by the Broadcaster on its website. In the event the Broadcaster modifies and uploads a revised RIO/interconnection agreement on its website, any unexecuted Agreement(s) of previous RIO versions shall be null and void.

15. Termination and Suspension

15.1 Subject to applicable Law, either Party shall have a right to terminate the Agreement forthwith/by providing a prior Disconnection Notice to the other Party in the event of:

i. any material breach of the Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so;
ii. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party or admission of any winding up petition against the other Party; or
iii. The Operator's License or any other material license necessary for the Operator to operate its Platform being

revoked at any time other than due to the fault of the Operator.

15.2 Broadcaster shall have the right in its sole discretion to forthwith suspend the delivery of Channels and/or terminate the Agreement forthwith/by providing a prior disconnection notice to the Operator in any of the following events:

i. revocation, termination or suspension of the Operator's License or any other material license necessary for Operator to operate its Platform;
ii. any material breach of the Agreement which in Broadcaster's sole opinion is not capable of a remedy;
iii. any breach of the Agreement which, if capable of a remedy within 10 days' notice period, is not remedied by the Operator to the satisfaction of Broadcaster during the period of Disconnection Notice;
iv. If Operator fails to make payment of the Monthly Subscription Fees on or before the Due Date; or
v. material breach related to non-submission of Subscriber Report or
vi. material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days
vii. If there is change in the ownership, management or control of the Operator which is not pre-approved by Broadcaster.
viii. The Operator fails to execute the fresh Interconnection Agreement on or before the expiry of the Agreement as set out hereinabove.

It is hereby clarified between the Parties hereto that during the Term of the Agreement, if supply of signals of the Channels of the Broadcaster has been discontinued to Operator's network inter alia due to non-payment of the monthly subscription fees / non-submission of MSRs / non- submission of audit report/not allowing the Broadcaster to audit the system/ non-compliance of the technical requirements (as mandated under the New Regulatory Framework) as may have been pointed out by the TRAI empanelled auditor in the course of conduct of the audit of the Operator's SMS and CAS systems, the supply of signals may be reactivated/restored by the Broadcaster at its discretion upon the breach being remedied by the Operator to the satisfaction of the Broadcaster during the Term. In such an event, the Agreement shall be deemed to be valid only for the remainder period of the Term. However, in the event where the breach is not remedied during the validity of the Agreement, the signals may be reactivated by the Broadcaster only upon execution of a fresh interconnection agreement by the Operator and suitable remediation of the breach to the satisfaction of the Broadcaster.

15.3 The Operator shall have the right to terminate the Agreement if the Operator discontinues its business and provides at least 90 (ninety) days prior written notice. The written notice shall inter-alia state the reasons for shutting down of its business operations and shall also acknowledge the total outstanding owed by the Operator to the Broadcaster. The Operator shall also undertake to pay the said outstanding amount to the Broadcaster not later than one week after the closure of its business operations along with return of Equipment to the Broadcaster.

15.4 The Broadcaster shall have the right to disconnect/discontinue any of the Channels / Bouquet(s) or make changes in the nature or composition of the Channel(s)/Bouquet(s) (as the case may be) at any time by giving a prior written notice of 21 (twenty-one) days or such other notice period as mandated under the Applicable Laws.

15.5 Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator if the Operator breaches any of the Anti-Piracy Obligations and fails to cure such breach within ten (10) days of being required in writing to do so.

15.6 In the event the Applicable Laws are amended during the subsistence of this Agreement in a manner to remove the period for which the Disconnection Notice needs to remain valid before the signal of any or all of the Channels are switched off and accordingly the Agreement can be partially or wholly terminated respectively by Broadcaster, the remedy period for Operator's breach in Clause 15.2 (iii) shall be such period as may be prescribed by Broadcaster in its Disconnection Notice to the Operator.

15.7 The Broadcaster shall have the right to discontinue/remove/withdraw one or more Channels ("***Removed/ Affected Channels***"), as per Applicable Law and subject to Clause 15.4. Once a Channel becomes an Affected/Removed Channel, the same shall cease to be made available by Broadcaster on A-la-carte and/or as part of Bouquet. In case of any Broadcaster Channel being discontinued by the Broadcaster, effective MRP of the subscribed Bouquet consisting such Channel(s), would get adjusted by a factor of A-la-carte price of removed Channel(s) to sum of A-la-carte prices of all channels forming part of that subscribed Bouquet.

Example:-
If Sony Yay! is discontinued, MRP of Happy India Smart – Hindi bouquet will change from INR 48.00 to INR 45.73, as shown below:

A-la-carte MRP of Sony Yay! : INR 4.00
Sum of A-la-carte MRP of Happy India Smart – Hindi bouquet: INR 84.60

Hence reduction factor percentage:
= A-la carte MRP of Removed Channel ÷ Sum of A-la-carte MRPs of all Subscribed Channels forming part of the Subscribed Bouquet
= 4.00/84.60 x 100 = 4.73%

Hence new bouquet MRP = INR 48.00 * (1 – 4.73 %) = INR 45.73 /-

15.8 Upon expiry or termination of this Agreement for any reason:

i. each Party shall return to the other Party the Confidential Information, all materials and information (including intellectual property) pertaining to the other party or destroy the same upon being advised to do so by the other party. The Operator shall forthwith cease to use the Confidential Information pertaining to the Broadcaster;

ii. the Operator shall return the Equipment supplied by Broadcaster in accordance with the terms of this Agreement;

iii. the Operator shall cease to make any representations that it is associated with Broadcaster or the Channels;

iv. cease to distribute/re-transmit Broadcaster's Channels' to the Subscribers and

v. The Operator shall within seven (7) days from the date of termination deliver to Broadcaster all due and pending Reports and shall pay all pending payments including interest accrued to Broadcaster till date of deactivation

15.9 Termination or expiry of this Agreement will not affect the Operator's obligations that are meant to survive the expiry or termination of this Agreement including the payment of the Monthly Subscription Fees payable under this Agreement. For purposes of clarity, where the Agreement is terminated in accordance with the provisions hereof the Monthly Subscription Fees shall be payable until the effective date of termination.

15.10 Pursuant to Clause 15.2 of this Agreement and without derogating in any manner the right of Broadcaster to terminate this Agreement, where Broadcaster opts to suspend this Agreement partially in respect of certain specified Channels ("***Suspended Channels***") or whole of this Agreement in respect of all the Channels , then Broadcaster shall have a right, in addition to all the other rights and remedies available to Broadcaster in law, contract or equity, to claim the Monthly Subscription Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by Broadcaster through and until the Agreement is either reinstated or terminated by Broadcaster.

15.11 It is agreed and acknowledged by the Operator that if Broadcaster chooses to terminate the Agreement in its entirety or partially in respect of certain Suspended Channels due to the Operator having failed to remedy the breach notified by Broadcaster pursuant to Clause 15.2 due to which Broadcaster had suspended the Agreement, Broadcaster may not be required to provide a fresh Disconnection Notice if it is not required by the Applicable Laws.

15.12 Consequences Of Termination/ Deactivation:

In the event of termination of this Agreement or deactivation of the Broadcaster's Channel signals to the Operator's Platform for any reason, the following shall immediately come in to effect:

a) any outstanding Monthly Subscription Fees due and payable by the Operator for the period upto the date of termination/deactivation, shall become due and immediately payable;
b) Return to the Broadcaster the Equipment's in good working condition (as per the provisions mentioned in the Agreement);
c) The Operator shall immediately submit all the pending Subscriber Reports (as per the provisions mentioned in the Agreement) in respect of the period upto the date of termination/deactivation;
d) The Operator shall immediately cease distributing the Broadcaster's Channel signals in any manner;
e) Cease to make any representations that it is associated with the Broadcaster.

15.13 The following clauses shall survive the termination or expiry of this Agreement:

- Representations and Warranties,
- Indemnification, Limitation of Liability,

- Consequences of Termination/Deactivation,
- Confidentiality and
- any other clause which is implied to survive the termination/expiry of this Agreement.

16. Indemnification, Limitation of Liability

16.1 The Operator shall indemnify and hold Broadcaster and its respective officers, directors, employees, agents and Affiliates, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of: (a) the breach of any representation, warranty, covenant or undertaking made by the Operator hereunder or any other obligation of the Operator arising out of this Agreement; and (b) any third party claims that are brought against the Broadcaster which arise due to breach of any terms of this Agreement or misrepresentation by the Operator or breach of a covenant, undertaking or warranty by the Operator. Broadcaster shall notify the Operator in writing of the claim or action for which such indemnity applies.

16.2 The Broadcaster shall not be liable to the Operator, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

16.3 The aggregate liability of Broadcaster and its Affiliates to the Operator for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly Subscription Fee for the last month actually paid by the Operator to Broadcaster under this Agreement.

16.4 The Operator undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of Operator. Nothing in this Agreement or the contract(s) executed between the Subscriber and the Operator or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from Broadcaster or create any direct relationship between the Subscriber and Broadcaster.

16.5 It is expressly understood and agreed between the Parties that the Broadcaster shall have no liability or obligation whatsoever under this Agreement, towards the Operator, the Subscribers or any other person or Authority, arising from and/or in respect of:

a) any defect in any Equipment (including without limitation IRDs / PIRDs/ Viewing Cards/CAM) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow the Broadcaster's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by the Broadcaster, in which event the Broadcaster shall not be under any obligation to provide Operator with any other Equipment;
b) deactivation, disconnection, interruption of the Broadcaster's Channels or termination of this Agreement by the Broadcaster in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of non-payment of the Monthly Subscription Fee by the Operator or on account of any other breach of this Agreement by the Operator); or
c) failure on the part of the Operator to maintain the licenses and approvals required under Applicable Law.
d) any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of the Broadcaster;
e) any inaction or default on the part of the Operator, its distributor or installer;

17. Governing Law and Jurisdiction

The governing law shall be Indian law. TDSAT shall have the exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of the Agreement. Nothing contained in this Agreement shall be construed as restricting or limiting the right of Broadcaster to take action for violation of its rights under all Applicable Laws.

18. Impending Merger

i. CME, Zee Entertainment Enterprises Limited ("**ZEEL**") and Bangla Entertainment Private Limited ("**BEPL**") have entered into a Merger Cooperation Agreement dated 22 December 2021, as per the terms of which the Parties have agreed for the amalgamation of each of ZEEL and BEPL, with and into CME ("**Proposed Amalgamation**"). The Proposed Amalgamation is subject to certain approvals. Subject to the Proposed Amalgamation and the scheme becoming effective in accordance with its terms (the date on which it happens being the "**Closing Date**"), ZEEL and BEPL shall merge into CME and CME shall be the resultant surviving company ("**Merged Company**").

ii. After the Closing Date, CME/Merged Company shall become a public listed company. The relevant documents filed in connection with the Proposed Amalgamation are readily available on our website https://www.sonypicturesnetworks.com/investors-section/investors-document-list.

iii. CME shall endeavor to notify the DPOs in advance of the Closing Date. CME, in the capacity of the Merged Company, may publish its RIO at least thirty (30) days ahead of the Closing Date.

iv. The DPOs who would have signed the standalone RIO with CME for CME channels and with ZEEL for ZEEL channels ("**Standalone Executed RIO**"), shall continue to receive the signals of CME channels and ZEEL channels in accordance with the terms of the respective standalone RIOs of CME and ZEEL. For purposes of clarity, the standalone RIO of ZEEL shall stand novated to CME at the Closing Date and shall be valid only for the Term of the respective standalone RIOs. However, where the DPOs who have signed the Standalone Executed RIO, opt to sign the RIO of the Merged Company, then the RIO of the Merged Company shall supersede the standalone RIOs of CME and ZEEL. For the sake of clarity, it is hereby clarified that on the expiry of the standalone RIOs, the DPOs will have to execute the RIO of the Merged Company for availing the signals of CME's and ZEEL's Channels.

19. Miscellaneous

19.1 Entire agreement and binding effect

i. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior reference interconnect offer, interconnection / subscription agreements, understandings, minutes of meetings, oral or written, with respect thereto. Subject to the terms and conditions hereof, this Agreement is binding upon and will inure to the benefit of the parties and their respective successors.

ii. The Operator acknowledges that this Agreement is without prejudice and subject to the outcome of the order(s) of the High Court of Delhi in W.P.(C) No. 4091 of 2017, W.P.(C) No. 4135 of 2017, W.P.(C) No. 7017 of 2017, W.P.(C) No. 506/2016 & CM APPL. 2085/2016, W.P.(C) 5161/2014 & CM APPLs. 10283/2014, 9629/2015 & 18139/2015 or any other appeal/writ petition pending before any Authority/Court in connection with any of the subject matter contained herein or any further challenges arising from such writ petitions. The Broadcaster reserves the right to modify/terminate this Agreement, subject to the outcome of the aforesaid appeal/Writ Petition(s).

iii. The Operator acknowledges that the Broadcaster reserves the right to modify this Agreement at its sole discretion.

19.2 Force Majeure

i. If on account of a Force Majeure Event, either Party cannot perform its obligations hereunder for more than 30 (thirty) days, then either Party shall be entitled to terminate this Agreement by providing the other Party a prior written notice of 15 (fifteen) days or such other notice period as mandated under the Applicable Law.

ii. The Party affected by the Force Majeure Event must promptly notify to the other Party in writing (that is within 48 hours) of the occurrence and nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.

iii. The Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 19.2, neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to

subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Monthly Subscription Fee shall accrue and be payable by the Operator subject to the Force Majeure Event for the period during which the Force Majeure Event continues and/or until the Agreement is terminated by Broadcaster hereunder.

19.3 Confidentiality

i. The Parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other Party strictly confidential at all times.

ii. Any information provided by one Party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other Party.

iii. Other than the existence of this Agreement and the terms of this Agreement which are or come to the public domain with no fault of either Party or due to the Applicable Laws, no terms or conditions herein, nor any matters relating to the course of dealings between the Parties including all subscriber related information or any information pertain to the business of the operator/Broadcaster shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to- know basis, and except as may be required by any applicable government agency, regulatory body or court.

19.4 Notices

All notices must be in writing sent during working hours, by personal delivery or courier or registered post or email to such address of Broadcaster and Operator as specified in this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2nd business day when sent by courier; and (c) fifth business day when sent by registered post.

19.5 Assignment

i. Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of Broadcaster, to assign or transfer, in whole or in part, the Agreement or any of its rights or obligations hereunder to any third Party including its affiliates. Upon any breach, whether actual, potential or threatened, of this Clause 19.5, the Operator shall be deemed to be unauthorized to retransmit the signals of the Channels and in material breach of this Agreement which shall entitle Broadcaster to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.

ii. The Broadcaster may, at any time, assign or novate the Agreement including, without limitation, its rights and obligations hereunder, either in whole or in parts, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as Broadcaster vis-a-vis the Operator. Such assignment or novation by Broadcaster shall be effective on and from the date as communicated in writing by Broadcaster to the Operator.

19.6 Amendment

No amendment to this Agreement shall be valid unless prepared in writing and signed by the authorized signatories of each of the Parties.

19.7 Survivability

The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement shall continue to have effect after the end of the Term.

19.8 Specific Performance

The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster and therefore Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Operator from committing any violation of this Agreement or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies Broadcaster may have at law or in equity, including without limitation a right for damages.

19.9 Guarantee

The Operator shall procure that its permitted and authorized sub-operators who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Operator guarantees the performance of the obligations of its permitted and authorized sub-operators under the terms of this Agreement. Any breach or default of this Clause 19.9 by the permitted and authorized affiliate, sub-operator shall constitute a material breach by the Operator of the terms of this Agreement.

19.10 Severability

If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.

19.11 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

19.12 Agency

Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties.

19.13 Counterpart

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Alternatively, the Parties shall endeavor to sign this Agreement digitally.

19.14 Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislatures or parliament, laws, ordinances, orders, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal, etc, ("**Applicable Changes**") which would have an impact on the Interconnection Agreement then the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement in lines with such Applicable Changes. Such amendment shall take effect from the effective date of such Applicable Change.

19.15 Compliance with anti-bribery laws

It is the policy of the Broadcaster to comply and require parties with whom it contracts to comply with the Indian Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, and all other applicable anti-bribery laws (collectively, "**Anti-Bribery Laws**"). Operator represents, warrants and covenants that: (i) Operator is aware of the Anti-Bribery Laws and will advise all persons and parties supervised by it of the requirements of the Anti-Bribery Laws; (ii) Operator has not and will not cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Operator learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, Operator shall immediately notify Broadcaster. Operator will indemnify, defend and hold harmless the Broadcaster and Broadcaster and its representatives for any and all liability arising from any violation of the Anti-Bribery Laws caused or facilitated by Operator. In the event Broadcaster deems that it has reasonable grounds to suspect Operator has violated the Anti-Bribery Laws, Broadcaster and its representatives shall have the

right to review and audit, at Broadcaster's expense, any and all books and financial records of Operator at any time, and Broadcaster shall be entitled partially or totally to suspend its performance hereunder until such time it is proven to Broadcaster's satisfaction that Operator has not violated the Anti-Bribery Laws. In the event Broadcaster determines, in its sole discretion (whether through an audit or otherwise), that Operator has violated the Anti-Bribery Laws, either in connection with this Agreement or otherwise, Broadcaster may terminate this Agreement immediately upon written notice to Operator. Such suspension or termination of this Agreement shall not subject Broadcaster to any liability, whether in contract or tort or otherwise, to Broadcaster or any third party, and Broadcaster's rights to indemnification shall survive such suspension or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For SKYLINK NETWORKS	Senthil Kumar K Senthil Kumar K (Oct 21, 2024 14:49 GMT+5.5) Name: SENTHILKUMAR KUPPUSAMY Designation: PROPRIETOR *Date: Oct 21, 2024
For Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)	Kamakshi Sarkar Kamakshi Sarkar (Oct 21, 2024 14:50 GMT+5.5) Name: Kamakshi Sarkar Designation : GroupStateHead *Date: Oct 21, 2024

**The Agreement execution date shall be deemed to be the date on* which the *Operator/Broadcaster has last signed* the *Agreement.*

SCHEDULE A

VALIDATION FORM

Term*: One year from Agreement Start Date.

Agreement Start Date: Oct 21, 2024

**Where the end date of the Agreement falls on any date other than the last day of the month, in such case(s) the end date of the Agreement shall be construed to be the last date of the month in which the Agreement was to originally expire. For example, if the original one year Agreement Term is from 15/03/2024 to 14/03/2025 then the end date of such Agreement shall be deemed to be 31/03/2025.*

Authorized Area(s)/Territory: (please provide complete details)**:**

Details of agreed areas for distribution of signal of Subscribed Channels by the Operator:

Details of Area Serviced by Customer (Territory):

State	District(s) covered	Authorized Area/Territory
ALL INDIA		

Bill code:

Bill Code	Applicable GSTIN	Area Catered by Bill Code
C1265SP001	33CCJPS4784G2Z5	ALL INDIA

A-LA-CARTE AND BOUQUET MRP OF THE CHANNELS

I. A-LA-CARTE MAXIMUM RETAIL PRICES OF STANDARD DEFINITION AND HIGH DEFINITION CHANNELS

A. List of Standard Definition (SD) Pay Channels of the Broadcaster offered on A-la-Carte basis with MRP of the Channel:

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	MRP*	OPR*
1	☑	SONY AATH	SPN00000AATH	BENGALI GEC	6	4.8
2	☑	SONY BBC EARTH	SPN00000BBCE	INFOTAINMENT	3	2.4
3	☑	SONY ENTERTAINMENT TELEVISION	SPN000000SET	HINDI GEC	19	15.2
4	☑	SONY MARATHI	SPN000000MAR	MARATHI GEC	6	4.8
5	☑	SONY MAX	SPN000000MAX	HINDI MOVIES	19	15.2
6	☑	SONY MAX 2	SPN00000MAX2	HINDI MOVIES	1	0.8
7	☑	SONY PAL	SPN000000PAL	HINDI GEC	0.5	0.4
8	☑	SONY PIX	SPN000000PIX	ENGLISH MOVIES	10	8
9	☑	SONY SAB	SPN000000SAB	HINDI GEC	19	15.2
10	☑	SONY SPORTS TEN 1	SPN00000TEN1	SPORTS	19	15.2
11	☑	SONY SPORTS TEN 2	SPN00000TEN2	SPORTS	19	15.2
12	☑	SONY SPORTS TEN 3	SPN00000TEN3	SPORTS	19	15.2
13	☑	SONY SPORTS TEN 4	SPN00000TEN4	SPORTS	17	13.6
14	☑	SONY SPORTS TEN 5	SPN000000SIX	SPORTS	19	15.2
15	☑	SONY WAH	SPN000000WAH	HINDI MOVIES	0.1	0.08
16	☑	SONY YAY!	SPN000000YAY	KIDS	4	3.2

Note:
*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra

B. List of High Definition (HD) Channels of the Broadcaster offered on A-la-Carte Basis with MRP of the Channel:

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	MRP*	OPR*
1	☑	SONY BBC EARTH HD	SPN000BBCEHD	INFOTAINMENT	19	15.2
2	☑	SONY ENTERTAINMENT TELEVISION HD	SPN0000SETHD	HINDI GEC	19	15.2
3	☑	SONY MAX HD	SPN0000MAXHD	HINDI MOVIES	19	15.2
4	☑	SONY PIX HD	SPN0000PIXHD	ENGLISH MOVIES	19	15.2
5	☑	SONY SAB HD	SPN0000SABHD	HINDI GEC	19	15.2
6	☑	SONY SPORTS TEN 1 HD	SPN000TEN1HD	SPORTS	19	15.2
7	☑	SONY SPORTS TEN 2 HD	SPN000TEN2HD	SPORTS	19	15.2
8	☑	SONY SPORTS TEN 3 HD	SPN000TEN3HD	SPORTS	19	15.2
9	☑	SONY SPORTS TEN 4 HD	SPN000TEN4HD	SPORTS	19	15.2
10	☑	SONY SPORTS TEN 5 HD	SPN0000SIXHD	SPORTS	19	15.2

Note:
*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra

II.BOUQUET OF PAY CHANNELS OF THE BROADCASTER ALONG WITH MRP:

List of Bouquet (s) of Broadcaster's Channels with MRP and Operator Rate of each bouquet offered.

Sr. No	Select/ Check Box	Bouquet Names	Bouquet Code	Bouquet Type	MRP*	OPR*	Bouquet Composition
1	☑	HAPPY INDIA SMART - HINDI	SPN00000HISH	SD	48	38.4	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 3,SONY WAH
2	☑	HAPPY INDIA SMART - MARATHI	SPN00000HISM	SD	51	40.8	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY MARATHI,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 3,SONY WAH
3	☑	HAPPY INDIA SMART - BANGLA	SPN00000HISB	SD	51	40.8	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY AATH,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 3,SONY WAH
4	☑	HAPPY INDIA SMART PLUS - HINDI	SPN0000HISPH	SD	87	69.6	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY PIX,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 3,SONY WAH
5	☑	HAPPY INDIA SMART PLUS - MARATHI	SPN0000HISPM	SD	91	72.8	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY MARATHI,SONY PIX,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 3,SONY WAH
6	☑	HAPPY INDIA SMART PLUS - BANGLA	SPN0000HISPB	SD	91	72.8	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY PIX,SONY AATH,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 3,SONY WAH
7	☑	HAPPY INDIA SMART - SOUTH 1	SPN0000HISS1	SD	26	20.8	SONY YAY!,SONY BBC EARTH,SONY SPORTS TEN 5,SONY SPORTS TEN 1

8	☑	HAPPY INDIA SMART - SOUTH 2	SPN0000HISS2	SD	25	20	SONY YAY!,SONY BBC EARTH,SONY SPORTS TEN 1,SONY SPORTS TEN 4
9	☑	HAPPY INDIA SMART PLUS - SOUTH	SPN0000HISPS	SD	43	34.4	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY PIX,SONY ENTERTAINMENT TELEVISION,SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY WAH
10	☑	HAPPY INDIA SPORTS ACTION	SPN00000HISA	SD	49	39.2	SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 3
11	☑	HAPPY INDIA SPORTS ACTION - SOUTH	SPN0000HISAS	SD	47	37.6	SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 4
12	☑	HAPPY INDIA ENGLISH DELIGHT	SPN00000HIED	SD	13	10.4	SONY YAY!,SONY BBC EARTH,SONY PIX
13	☑	HAPPY INDIA SMART HD - HINDI	SPN000HISHHD	HD	83	66.4	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH
14	☑	HAPPY INDIA SMART HD - MARATHI	SPN000HISMHD	HD	86	68.8	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY MARATHI,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH
15	☑	HAPPY INDIA SMART HD - BANGLA	SPN000HISBHD	HD	86	68.8	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY AATH,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH
16	☑	HAPPY INDIA SMART HD PLUS - HINDI	SPN00HISPHHD	HD	105	84	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY PIX HD,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH,SONY SPORTS TEN 5 HD
17	☑	HAPPY INDIA SMART HD PLUS - MARATHI	SPN00HISPMHD	HD	107	85.6	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY MARATHI,SONY PIX HD,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY

							WAH,SONY SPORTS TEN 5 HD
18	☑	HAPPY INDIA SMART HD PLUS - BANGLA	SPN00HISPB HD	HD	107	85.6	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY PIX HD,SONY AATH,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH,SONY SPORTS TEN 5 HD
19	☑	HAPPY INDIA ALL HD	SPN0000HIAH D	HD	110	88	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY MARATHI,SONY PIX HD,SONY AATH,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH,SONY SPORTS TEN 5 HD
20	☑	HAPPY INDIA SMART HD - SOUTH 1	SPN00HISS1H D	HD	38	30.4	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 5 HD
21	☑	HAPPY INDIA SMART HD - SOUTH 2	SPN00HISS2H D	HD	38	30.4	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 4 HD
22	☑	HAPPY INDIA SPORTS ACTION HD	SPN000HISAH D	HD	63	50.4	SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY SPORTS TEN 5 HD
23	☑	HAPPY INDIA SPORTS ACTION HD - SOUTH	SPN00HISAS HD	HD	63	50.4	SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 4 HD,SONY SPORTS TEN 5 HD
24	☑	HAPPY INDIA ENGLISH DELIGHT HD	SPN000HIED HD	HD	33	26.4	SONY YAY!,SONY BBC EARTH HD,SONY PIX HD
25	☑	HAPPY INDIA SMART HD PLUS - SOUTH	SPN00HISPS HD	HD	59	47.2	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY MAX 2,SONY PIX HD,SONY ENTERTAINMENT TELEVISION HD,SONY WAH,SONY SPORTS TEN 5 HD

Note:
*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra
*Bouquet Type: Any bouquet which contains at least one high definition (HD) channel is considered a HD bouquet. Similarly, any bouquet which contains only standard definitions (SD) channels is a SD bouquet

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For SKYLINK NETWORKS	Senthil Kumar K Senthil Kumar K (Oct 21, 2024 14:49 GMT+5.5) Name: SENTHILKUMAR KUPPUSAMY Designation: PROPRIETOR *Date: Oct 21, 2024
For Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)	Kamakshi Sarkar Kamakshi Sarkar (Oct 21, 2024 14:50 GMT+5.5) Name: Kamakshi Sarkar Designation: GroupStateHead *Date: Oct 21, 2024

**The Agreement execution date shall be deemed to be the date on which the* Operator/Broadcaster has last signed *the* Agreement.

Schedule A1

Broadcaster's MRP Incentive Scheme ("Scheme/Incentive Scheme")

Incentives

To enhance access to diverse content comprised in the Broadcaster Channels by the Subscribers of television Channels, the Broadcaster i.e. Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited) is offering incentives as per Applicable Law to all digital addressable distribution platform operators on the Subscribed Channel(s) on A-la-Carte and Bouquet basis who fulfils the conditions mentioned herein. The Broadcaster believes that by availing this Incentive Scheme, the Operator will have the ability to pass on the benefit of this incentive to their Subscribers and thus making their Channel(s) subscription on A-la-Carte and Bouquet basis more affordable.

1 Eligibility Criteria

1.1 Subject to the Operator satisfying the Eligibility Criteria (defined hereinbelow), the Broadcaster hereby offers different types of incentives for distributing the Subscribed Channels on A-la-Carte and Bouquet basis on the Platform **(subject to cap of 15% of the MRP of the Subscribed Channels and Bouquets)**, where each such incentive is linked to the Subscribed Channels distributed by the Operator on the Platform under the Agreement, as detailed under Clause 2 of this Incentive Scheme (collectively the "***Incentives***" and individually as an "***Incentive***").

1.2 The Operator shall be eligible to avail the incentives, upon specifically opting in by selecting the option of the incentive(s) in the Agreement (wherever applicable), subject to the Operator meeting each of the eligibility criteria as mentioned in this Schedule ("***Eligibility Criteria***"):

a. The incentives under this Scheme are applicable if the Operator has opted for the Subscribed Channels of the Broadcaster on Ala-Carte and Bouquet basis.
b. The Operator shall place the Channels in parity with the channels of other competing broadcasters in such a manner that all television channels of a particular language in a genre are displayed together consecutively as set out in Table B of this Scheme
c. The Operator shall ensure that during the Term, the Bouquet(s) and Channel(s) opted by the Operator will be made available to all its subscribers continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement.
d. The Operator shall not default in providing the Monthly Subscriber Reports as per prescribed formats.

Upon fulfilment of all the above conditions as set out in the eligibility criteria in Clause 1.2 above, the Operator shall be eligible to avail incentive(s) as more specifically mentioned herein. It must be noted by the Operator that at the time of execution of the Agreement, should the Operator wish to avail the incentive(s), it must opt for the incentive(s).

2 INCENTIVE SCHEME ON MRP OF BROADCASTER'S CHANNELS OPTED BY THE OPERATOR ON A-LA-CARTE AND BOUQUET BASIS:

2.1 The Operator shall, subject to compliance with each of the Eligibility Criteria as set out in this Incentive Scheme, be eligible to avail the monthly incentives on the MRP of Subscribed Bouquets and Ala-carte Channels strictly in the manner and conditions set forth herein.

2.2 Broadcaster is offering the following incentives to the Operator on the MRP of Subscribed Channel(s) on Ala-carte and Bouquet basis subject to the Operator meeting specific LCN Slabs as defined in Table B hereinbelow. ***For purpose of clarity, in case the Operator doesn't meet the specific LCN Slabs as defined in Table B of this Schedule, the Operator shall not be entitled to any incentives under this Agreement***.

2.3 It is hereby clarified that the total incentive that can be availed by an Operator cannot exceed 15% of the MRP of Subscribed Bouquets and Ala-carte Channels at any given point of time.

2.4 The incentives offered by the Broadcaster under the Agreement for the Subscribed Bouquets and Ala-carte Channels are set out herein subject to the Operator fulfilling the respective incentive qualifying parameter

SR. NO.	TYPE OF INCENTIVE	PRECONDITION FOR AVAILING OF INCENTIVE
1	Penetration Incentive	Subject to Operator fulfilling the LCN qualifications as stated herein below and LCN Slabs as laid down in Table B of this Schedule
2	HD Conversion	

Does the Operator intend to avail the Incentive Scheme: Yes ☑ No ☐

(tick mark (√) which is applicable)

By opting for this Incentive Scheme, the Operator shall be presumed to have read and accepted the conditions as detailed in this Agreement.

LCN qualifications:

a. In the event, if out of all Subscribed Channels, 1 channel is placed in LCN Slab 2 and rest of the channels are placed in LCN Slab1, then for all subscribed channels incentives will be considered as per LCN Slab 2. Similarly, if out of all Subscribed Channels, 1 channel is placed beyond LCN Slab 2 and the rest of the channels are placed in LCN Slab 1 or LCN Slab 2, then the Operator shall not be entitled to any Incentive under this Agreement.

b. In the event, a Subscribed Channel has different LCN ranks across the Operator's platform then the Operator acknowledges and agrees that the worst LCN rank (highest numerical value) will be considered for calculating the actual LCN Rank for such Channel.

c. In the event, the Operator has multiple head ends with different actual LCN Rank for the Subscribed Channels, then the worst LCN rank (highest numerical) for each of the Subscribed Channels shall be considered for the purpose of identification of the applicable LCN Slab.

d. Actual LCN Rank for each of the Subscribed Channels will be considered only in their respective Primary Market(s) as per Table-A for the purpose of identification of applicable LCN Slab.

e. If the Operator has opted for incentives under this Agreement, then the Operator shall provide channel wise LCN report as defined in Schedule C of this Agreement. Such LCN report provided by the Operator will be verified with the records of the Broadcaster and if found eligible, Operator will be eligible for the incentive. If the Operator does not provide the LCN report within the Incentive Qualifying Report Deadline, then the Broadcaster shall proceed with checking the LCN Slab eligibility & identify the LCN Slab, if found eligible, on the basis of its own records.

f. The Operator shall be eligible for "incentive" subject to the Operator meeting the desired LCN rank requirements as set out herein within the specified genre on the Operator's platform, after factoring all local channels and Platform Services of the Operator, for all the Subscribed Channels.

Local Channels and Services of the Operator shall mean and include channels and/or services owned and/or operated by the Operator that are not delivered through any linear broadcast and such channels which are not construed to be a television channel which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time. The following illustration clarifies the aforesaid:

LCN	Channel
101	STAR GOLD
102	Local channel of the Operator
103	SONY MAX
104	ZEE CINEMA

In the above case, in the Hindi Movies Genre, LCN rank of SONY MAX in the genre shall be calculated as 3 and not 2 and the Operator's eligibility for "incentive" shall be calculated accordingly. Thus, the Broadcaster shall consider placement of local channels and Platform Services in the genre while computing LCN ranks and applicable incentives.

g. In the event that the Operator, for any reason whatsoever, fails to place any of the Channel(s) as per the defined LCN Slabs in Table B below and subject to the conditions mentioned above, during any day of the month and Operator is not able to restore the Channel/s in the defined LCN Slabs within 3 days from the date of such displacement ("Cure Period"), then the Operator shall not be eligible to receive any incentive for any of the Subscribed Channels for that particular month.

LCN Slab eligibility illustration:
The Operator ABC based in Gujarat State subscribes to the Channels as per below table and places them in the Operator's electronic program guide (EPG) system in the LCNs specified in the below table

Subscribed Channels through Bouquets/A-la-carte	SONY ENTERTAINMENT TELEVISION SONY SAB SONY PAL SONY MAX SONY MAX 2 SONY WAH Sony Yay! SONY MARATHI SONY BBC EARTH SONY SPORTS TEN 3
LCNs assigned to the Subscribed Channels by Operator ABC in its EPG	SONY ENTERTAINMENT TELEVISION:4th LCN in genre SONY SAB : 5th LCN in genre SONY PAL : 10th LCN in genre SONY MAX : 2nd LCN in genre SONY MAX 2 : 9th LCN in genre SONY WAH : 10th LCN in genre Sony Yay! : 4th LCN in genre SONY MARATHI : 7th LCN in genre SONY BBC EARTH : 4th LCN in genre SONY SPORTS TEN 3 :6th LCN in genre
LCN Slab eligibility	All channels mentioned above except Sony Max 2 & Sony Marathi are placed in LCN Slab 1 as per Table B Sony Marathi is not placed in either LCN Slab 1 nor LCN Slab 2 but as the operator does not operate in Sony Marathi's primary market, this will not be considered for LCN Slab identification. Sony Max 2 is placed in LCN Slab 2 as per Table B. Since all the subscribed channels are eligible for Slab 1 except Sony Max 2, hence Operator ABC is eligible for LCN Slab 2 for all the Subscribed Channels

Table A: Primary Market

Sr No	Channels	Genre & Language	Primary Market(s)
1	SONY ENTERTAINMENT TELEVISION	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
2	SONY SAB	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
3	SONY PAL	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
4	SONY MAX	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
5	SONY MAX 2	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
6	SONY WAH	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
7	Sony Yay!	Kids (Hindi, Gujarati, Marathi, Kannada, Tamil, Telugu, Malayalam, Bengali)	All India
8	SONY MARATHI	General Entertainment Channel (Marathi)	Maharashtra
9	SONY AATH	General Entertainment Channel (Bengali)	West Bengal/ Andaman & Nicobar Islands
10	SONY PIX	Movies (English)	All India

11	SONY BBC EARTH	Infotainment (English, Hindi, Tamil, Telugu)	All India
12	SONY SPORTS TEN 5	Sports (English)	All India
13	SONY SPORTS TEN 1	Sports (English)	All India
14	SONY SPORTS TEN 2	Sports (English)	All India
15	SONY SPORTS TEN 3	Sports (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
16	SONY SPORTS TEN 4	Sports (Telugu, Tamil)	Tamil Nadu/ Puducherry / Andhra Pradesh /Telangana
17	SONY ENTERTAINMENT TELEVISION HD	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar
18	SONY SAB HD	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar
19	SONY MAX HD	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar
20	SONY PIX HD	Movies (English)	All India
21	SONY BBC EARTH HD	Infotainment (English, Hindi, Tamil, Telugu)	All India
22	SONY SPORTS TEN 5 HD	Sports (English)	All India
23	SONY SPORTS TEN 1 HD	Sports (English)	All India
24	SONY SPORTS TEN 2 HD	Sports (English)	All India
25	SONY SPORTS TEN 3 HD	Sports (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar
26	SONY SPORTS TEN 4 HD	Sports (Telugu, Tamil)	Tamil Nadu/ Puducherry/ Andhra Pradesh/Telangana

For the purpose of this Agreement, the term "Specified States" shall mean the following:

Specified States**	Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli and Daman and Diu, , National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh and Uttarakhand

Table B – LCN Slabs:

Sr. No	Channels	Genre & Language	Competing channels	LCN Slab 1	LCN Slab 2
1	SONY ENTERTAINMENT TELEVISION	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	**Top 4**	**Top 6**
2	SONY SAB	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	**Top 5**	**Top 7**
3	SONY PAL	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, Star Bharat, Colors Rishtey, Zee Anmol, other similar channels	**Top 10**	**Top 15**
4	SONY MAX	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Star Gold 2 other similar channels	**Top 3**	**Top 3**
5	SONY MAX 2	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Zee Bollywood, other similar channels	**Top 8**	**Top 10**
6	SONY WAH	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Zee Anmol Cinema, Colors Cineplex Superhits, Star Utsav Movies, other similar channels	**Top 10**	**Top 15**
7	Sony Yay!	Kids (Hindi, Gujarati, Marathi,	Nick, Pogo, Cartoon Network, Hungama, Disney Channel, Discovery	**Top 4**	**Top 8**

		Kannada, Tamil, Telugu, Malayalam, Bengali)	Kids, other similar channels		
8	SONY PIX	Movies (English)	Star Movies, Movies Now, MNX, &Flix, other similar channels	**Top 4**	**Top 5**
9	SONY BBC EARTH	Infotainment (English, Hindi, Tamil, Telugu)	Discovery Channel, Animal Planet, National Geographic, History TV18, other similar channels	**Top 4**	**Top 6**
10	SONY AATH	General Entertainment Channel (Bengali)	Star Jalsha, Zee Bangla, Colors Bangla, other similar channels	**Top 5**	**Top 6**
11	SONY SPORTS TEN 1	Sports (English)	All Star Sports and Sports 18 channels and other similar channels	**Top 5**	**Top 7**
12	SONY SPORTS TEN 2	Sports (English)	All Star Sports and Sports 18 channels and other similar channels	**Top 6**	**Top 8**
13	SONY SPORTS TEN 3	Sports (Hindi)	All Star Sports and Sports 18 channels and other similar channels	**Top 8**	**Top 10**
14	SONY SPORTS TEN 4	Sports (Telugu, Tamil)	All Star Sports and Sports 18 channels and other similar channels	**Top 11**	**Top 13**
15	SONY SPORTS TEN 5	Sports (English)	All Star Sports and Sports 18 channels and other similar channels	**Top 7**	**Top 9**
16	SONY MARATHI	General Entertainment Channel (Marathi)	Zee Marathi, Colors Marathi, Star Pravah, Zee Yuva, other similar channels	**Top 5**	**Top 5**
17	SONY ENTERTAINMENT TELEVISION HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	**Top 4**	**Top 5**
18	SONY SAB HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	**Top 5**	**Top 7**
19	SONY MAX HD	Movies (Hindi)	Star Gold HD, Star Gold Select HD, Zee Cinema HD, &Pictures HD, other similar channels	**Top 3**	**Top 3**
20	SONY PIX HD	Movies (English)	Star Movies HD, Star Movies Select HD, Movies Now HD, MN+, MNX HD, &Flix HD, other similar channels	**Top 4**	**Top 6**
21	SONY BBC EARTH HD	Infotainment (English, Hindi, Tamil, Telugu)	Discovery Channel HD, Animal Planet HD, National Geographic HD, History TV18 HD, other similar channels	**Top 4**	**Top 7**
22	SONY SPORTS TEN 1 HD	Sports (English)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 4**	**Top 7**
23	SONY SPORTS TEN 2 HD	Sports (English)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 5**	**Top 8**
24	SONY SPORTS TEN 3 HD	Sports (Hindi)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 7**	**Top 10**
25	SONY SPORTS TEN 4 HD	Sports (Telugu, Tamil)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 8**	**Top 11**
26	SONY SPORTS TEN 5 HD	Sports (English)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 6**	**Top 9**

For the purpose of the Agreement, the following terms have been defined:

- Active platform subscriber base: The active platform subscriber base shall mean the subscribers who have subscribed to broadcasting services from the Operator.

- **Active platform SD subscriber base:** The active platform SD subscriber base shall mean the active platform subscriber base who have not subscribed to even a single HD channel from the Operator.

- Active platform HD subscriber base: The active platform HD subscriber base shall mean the active platform subscriber base who have subscribed to one or more HD channels from the Operator.

- Penetration threshold: Penetration threshold shall mean the penetration percentage for the relevant subscribed channels on the active platform subscriber base in the defined Primary Market as mentioned in Table A.

- Broadcaster HD Penetration: Broadcaster HD Penetration shall be taken as the highest penetration percentage of a Broadcaster HD channel (in its primary market) as numerator and Active platform HD subscriber base of the Operator as denominator.

For Eg: If Operator ABC has achieved below HD channel penetration in Rajasthan market:

- SONY ENTERTAINMENT TELEVISION HD = 93%
- SONY SAB HD = 86%
- SONY MAX HD = 86%

Hence, the Broadcaster HD Penetration would be taken as 93%.

TYPES OF INCENTIVES:

I. **PENETRATION INCENTIVE:**

Incentive Type	Criteria	If LCN rank requirements met as per LCN Slab 1 in Table B	If LCN rank requirements met as per LCN Slab 2 in Table B
Penetration Incentive	Penetration Threshold: Slab 1 (as mentioned in Table C)	13%	9%
	Penetration Threshold: Slab 2 (as mentioned in Table C)	8%	4%

Terms and conditions:
Operator shall be entitled to Penetration Incentive in a particular market for the respective Subscribed Bouquets and Ala-carte Channels subject to the Operator meeting the below criteria's:

a. Meeting the specified LCN rank requirements as per the LCN Slabs specified in Table B within the specified genre on the Operator's platform, including all its local channels and Platform Services, for all the Subscribed Channels

b. The respective channel achieving the penetration threshold slab (through Bouquets as well as Ala carte) in the defined market as mentioned in Table C

c. Penetration threshold shall mean the penetration percentage for the relevant subscribed channels on the Active platform subscriber base in the defined Primary Market.

   - For channels having both HD & SD variants (e.g. SONY MAX, SONY SAB), penetration percentage will be calculated by considering the summation of subscriber base of both the variants as numerator and Active platform subscriber base as denominator. If the channel achieves the penetration as defined in Table C, then incentive will be applicable for both the variants.
   - For channels having only SD variant (e.g. Sony Max 2, Sony Pal), penetration percentage will be calculated by considering the channel subscriber base (forming part of SD bouquet, HD bouquet and Ala Carte) as numerator and Active platform subscriber base as denominator.

d. Penetration incentive will be calculated for qualifying channels basis the respective market, on proportionate revenue from such channel as a-la-carte and as part of (any) bouquet, as illustrated hereinbelow.

Penetration Incentive for a Channel shall be calculated as per the following formula:

Qualified Penetration Incentive % *multiplied by* [(A-la-carte Channel MRP *multiplied by* A-la-carte Subscribers in the specific market) *plus* (Effective Channel Price in a Bouquet *multiplied by* Bouquet Subscribers in the specific market)]

Effective Channel Price in a Bouquet:

Effective Channel price in a Bouquet shall be computed by reducing such percentage from the A-la-carte MRP of a Channel that is equivalent to the percentage of discount that the Broadcaster is offering on the MRP of the relevant

Bouquet vis-a-vis the sum of A-la-carte MRP of all channels forming part of such Bouquet

Table C: Marketwise penetration threshold

Channels	SPECIFIED STATES		MAHARASHTRA		WEST BENGAL/ANDAMAN AND NICOBAR ISLAND		TAMIL NADU/ PUDUCHERRY/ANDHRA PRADESH/TELANGANA		KARNATAKA/KERALA/ LAKSHADWEEP		ALL INDIA	
	Slab -1	Slab-2	Slab -1	Slab - 2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2
SONY ENTERTAINMENT TELEVISION + SONY ENTERTAINMENT TELEVISION HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY SAB + SONY SAB HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY PAL	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY MAX + SONY MAX HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY MAX 2	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY WAH	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY YAY!	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%
SONY PIX + SONY PIX HD	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%
SONY BBC EARTH + SONY BBC EARTH HD	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%
SONY MARATHI	25%	20%	80%	75%	25%	20%	25%	20%	25%	20%	80%	75%
SONY AATH	25%	20%	25%	20%	80%	75%	25%	20%	25%	20%	80%	75%
SONY SPORTS TEN 1 + SONY SPORTS TEN 1 HD	25%	20%	25%	20%	25%	20%	80%	75%	80%	75%	80%	75%
SONY SPORTS TEN 2 + SONY SPORTS TEN 2 HD	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%
SONY SPORTS TEN 3 + SONY SPORTS TEN 3 HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY SPORTS TEN 4 + SONY SPORTS TEN 4 HD	25%	20%	25%	20%	25%	20%	80%	75%	25%	20%	80%	75%
SONY SPORTS TEN 5 + SONY SPORTS TEN 5 HD	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%	80%	75%

Illustration showing calculation of Penetration incentive:

Operator ABC has presence in market(s) as per below table and has subscribed to Broadcaster's bouquets and channels. Assuming the Operator has placed all the Subscribed Channels as per LCN Slab 1 as per Table B and achieves below subscriber base for the subscribed bouquet and channels in month of February, 2024

Presence of Operator ABC in market(s)	**Rajasthan**
Active platform SD Subscriber base of Operator ABC in market(s) **(A)**	6,500
Subscribed Channels	SONY ENTERTAINMENT TELEVISION
	SONY SAB
	SONY MAX
	SONY PAL
	SONY WAH
	Sony Yay!
	SONY MAX 2
	SONY BBC EARTH
	SONY SPORTS TEN 3
Subscribed Bouquets	HAPPY INDIA SMART - HINDI
Subscribed Channels MRP **(B)**	SONY ENTERTAINMENT TELEVISION = Rs. 19
	SONY SAB = Rs. 19
	SONY MAX = Rs. 19
	SONY PAL = Rs. 0.5
	SONY WAH = Rs. 0.1
	Sony Yay! = Rs. 4
	SONY MAX 2 = Rs. 1
	SONY BBC EARTH = Rs. 3
	SONY SPORTS TEN 3 = Rs. 19
Subscribed Bouquets MRP **(C)**	HAPPY INDIA SMART – HINDI = Rs. 48
Effective channel price in subscribed bouquet **(D)**	SONY ENTERTAINMENT TELEVISION = Rs. 10.78
	SONY SAB = Rs. 10.78
	SONY MAX = Rs. 10.78
	SONY PAL = Rs. 0.28
	SONY WAH = Rs. 0.06
	Sony Yay! = Rs. 2.27
	SONY MAX 2 = Rs. 0.57
	SONY BBC EARTH = Rs. 1.70
	SONY SPORTS TEN 3 = Rs. 10.78
Monthly Active Subscriber Base for Subscribed Channels on Ala Carte basis **(E)**	SONY ENTERTAINMENT TELEVISION = 1200
	SONY SAB = 1100
	SONY MAX = 1500
	SONY PAL = 1600
	SONY WAH = 1800
	Sony Yay! = 1300
	SONY MAX 2 = 2000
	SONY BBC EARTH = 850

	SONY SPORTS TEN 3 = 775
Monthly Active Subscriber Base for Subscribed bouquet **(F)**	HAPPY INDIA SMART – HINDI=4100
Penetration of Subscribed Channels (Bouquet + A-la-carte) in their respective Primary Market(s) as per Table C ((E + F)/A)	SONY ENTERTAINMENT TELEVISION = 82%
	SONY SAB = 80%
	SONY MAX = 86%
	SONY PAL = 88%
	SONY WAH = 91%
	Sony Yay! = 83%
	SONY MAX 2 = 94%
	SONY BBC EARTH = 76%
	SONY SPORTS TEN 3 = 75%
Penetration incentive % on Subscribed Channels that Operator ABC will avail as per Table C **(G)**	SONY ENTERTAINMENT TELEVISION = 13%
	SONY SAB = 13%
	SONY MAX = 13%
	SONY PAL = 13%
	SONY WAH = 13%
	Sony Yay! = 13%
	SONY MAX 2 = 13%
	SONY BBC EARTH = 8%
	SONY SPORTS TEN 3 = 8%
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through bouquet for the month of February, 2024 **(H)** (H=G*F*D)	SONY ENTERTAINMENT TELEVISION = Rs. 5746
	SONY SAB = Rs. 5746
	SONY MAX = Rs. 5746
	SONY PAL = Rs. 151
	SONY WAH = Rs. 30
	Sony Yay! = Rs. 1210
	SONY MAX 2 = Rs. 302
	SONY BBC EARTH = Rs. 558
	SONY SPORTS TEN 3 = Rs. 3536
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through A-la-carte for the month of February, 2024 **(I)** (I=G*E*B)	SONY ENTERTAINMENT TELEVISION = Rs. 2964
	SONY SAB = Rs. 2717
	SONY MAX = Rs. 3705
	SONY PAL = Rs. 104
	SONY WAH = Rs. 23
	Sony Yay! = Rs. 676
	SONY MAX 2 = Rs. 260
	SONY BBC EARTH = Rs. 204
	SONY SPORTS TEN 3 = Rs. 1178
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through bouquet and A-la-carte for the month of February, 2024 (H+I)	SONY ENTERTAINMENT TELEVISION = Rs. 8710
	SONY SAB = Rs. 8463
	SONY MAX = Rs. 9451
	SONY PAL = Rs.255

	SONY WAH = Rs. 54
	Sony Yay! = Rs. 1886
	SONY MAX 2 = Rs. 562
	SONY BBC EARTH = Rs. 762
	SONY SPORTS TEN 3 = Rs. 4714
Total Penetration Incentive	Rs. 34,857

II. **HD CONVERSION INCENTIVE:**

Slabs	Operator's Active platform HD subscriber base as a percentage of Operator's Active platform subscriber base	Broadcaster HD Penetration >50% and <70%	Broadcaster HD Penetration >70%
Slab 1	Above 25% to 40%	Nil	0.50%
Slab 2	Above 40% to 60%	0.50%	1%
Slab 3	Above 60% to 80%	1.00%	1.50%
Slab 4	Above 80% to 100%	1.50%	2.00%

Terms and conditions:

The Operator shall be entitled to HD Conversion Incentive in a particular market for the respective Subscribed Bouquets and Ala-carte Channels subject to the Operator meeting the below criteria's:

a. Meeting the specified LCN rank requirements as per the LCN Slabs specified in Table B within the specified genre on the Operator's platform, including all its local channels and Platform Services, for all the Subscribed Channels
b. The highest penetration percentage of a Broadcaster HD channel (in its Primary Market) will be considered to determine Broadcaster HD Penetration in Active platform HD subscriber base
c. Broadcaster HD channel penetration should be in channel Primary Market as defined in Table A.
d. HD Conversion Incentive shall be calculated on the consolidated revenue of the Operator in the qualifying channel's Primary Market which is generated from SD and HD bouquet and Ala carte channels of the Broadcaster.

Illustration showing calculation of HD Conversion Incentive:

Assuming Operator ABC has presence in market(s) as per below table and has subscribed to Broadcaster's bouquets and channels and has placed all the Subscribed Channels as per LCN Slab 1 as per Table B and achieves below subscriber base for the subscribed bouquet and channels in month of February, 2024:

Presence of Operator ABC in market(s)	Rajasthan	Karnataka
Active platform SD Subscriber base of Operator ABC in market(s) **(A)**	1,500	500
Active platform HD Subscriber base of Operator ABC in market(s) **(B)**	4,500	1,500
Active platform Pay Subscriber base of Operator ABC in market(s) **(C)** (C = A+B)	6,000	2,000
Subscribed Channels	SONY ENTERTAINMENT TELEVISION HD	SONY ENTERTAINMENT TELEVISION HD
	SONY MAX 2	SONY MAX 2
	SONY WAH	SONY WAH
	Sony Yay!	Sony Yay!
	SONY PIX HD	SONY PIX HD
	SONY BBC EARTH HD	SONY BBC EARTH HD
	SONY SPORTS TEN 1 HD	SONY SPORTS TEN 1 HD
	SONY SPORTS TEN 5 HD	SONY SPORTS TEN 5 HD
Subscribed Bouquets	Happy India Smart HD Plus – South	Happy India Smart HD Plus – South
Subscribed Channels MRP **(D)**	SONY ENTERTAINMENT TELEVISION HD = Rs 19	SONY ENTERTAINMENT TELEVISION HD = Rs 19

	SONY MAX 2 = Rs 1	SONY MAX 2 = Rs 1
	SONY WAH = Rs 0.1	SONY WAH = Rs 0.1
	Sony Yay! = Rs 4	Sony Yay! = Rs 4
	SONY PIX HD = Rs 19	SONY PIX HD = Rs 19
	SONY BBC EARTH HD = Rs 19	SONY BBC EARTH HD = Rs 19
	SONY SPORTS TEN 1 HD = Rs 19	SONY SPORTS TEN 1 HD = Rs 19
	SONY SPORTS TEN 5 HD = Rs 19	SONY SPORTS TEN 5 HD = Rs 19
Subscribed Bouquets MRP (**E**)	Happy India Smart HD Plus – South = Rs 59	Happy India Smart HD Plus – South = Rs 59
Monthly Active Subscriber Base for Subscribed Channels on Ala Carte basis **(F)**	SONY ENTERTAINMENT TELEVISION HD = 700	SONY ENTERTAINMENT TELEVISION HD = 150
	SONY MAX 2 = 25	SONY MAX 2 = 10
	SONY WAH = 70	SONY WAH = 30
	Sony Yay! = 80	Sony Yay! = 70
	SONY PIX HD = 20	SONY PIX HD = 0
	SONY BBC EARTH HD = 30	SONY BBC EARTH HD = 10
	SONY SPORTS TEN 1 HD = 40	SONY SPORTS TEN 1 HD = 35
	SONY SPORTS TEN 5 HD = 20	SONY SPORTS TEN 5 HD = 10
Monthly Active Subscriber Base for Subscribed bouquet **(G)**	Happy India Smart HD Plus – South = 3000	Happy India Smart HD Plus – South = 1000
Penetration of Subscribed HD Channels (Bouquet + A-la-carte) in their respective Primary Market(s) **(H)** (H = (G+F)/B)	SONY ENTERTAINMENT TELEVISION HD = 82%	SONY ENTERTAINMENT TELEVISION HD = 77%
	SONY PIX HD = 67%	SONY PIX HD = 67%
	SONY BBC EARTH HD = 67%	SONY BBC EARTH HD = 67%
	SONY SPORTS TEN 1 HD = 68%	SONY SPORTS TEN 1 HD = 68%
	SONY SPORTS TEN 5 HD = 67%	SONY SPORTS TEN 5 HD = 67%
Operator's Active platform HD subscriber base as a % of Operator's Active platform subscriber base (B/C)	4500/6000 = 75%	1500/2000 = 75%
Broadcaster HD Penetration in Active platform HD subscriber base	SONY ENTERTAINMENT TELEVISION HD – 82% (Highest of Penetration of Subscribed HD Channels which has Rajasthan as its Primary Market	SONY SPORTS TEN 1 HD – 68% (Highest of Penetration of Subscribed HD Channels which has Karnataka as its Primary Market)
HD Conversion Incentive (As per HD Conversion Incentive Table)	1.50%	1.00%
Bouquet Revenue for Operator ABC **(I)** (I = E x G)	Happy India Smart HD Plus - South: 3000 x 59 = 1,77,000	Happy India Smart HD Plus - South: 1000 x 59 = **59,000**
Ala Carte Revenue for Operator ABC **(J)** (J = D x F)	SONY ENTERTAINMENT TELEVISION HD: 700 x 19 = 13,300SONY MAX 2: 25 X 1 = 25SONY WAH: 70 x 0.1 = 7Sony Yay!: 80 x 4 = 320SONY PIX HD: 20 x 19 = 380SONY BBC EARTH HD: 30 x 19 =	SONY ENTERTAINMENT TELEVISION HD: 150 x 19 = 2,850SONY MAX 2: 10 X 1 = 10SONY WAH: 30 x 0.1 = 3Sony Yay!: 70 x 4 = 280SONY BBC EARTH HD: 10 x 19 = 190SONY

	570SONY SPORTS TEN 1 HD: 40 x 19 = 760SONY SPORTS TEN 5 HD: 20 x 19 = 380**Total Ala Carte Revenue = 15,742**	SPORTS TEN 1 HD: 35 x 19 = 665SONY SPORTS TEN 5 HD: 10 x 19 = 190**Total Ala Carte Revenue = 4,188**
Bouquet + Ala Carte Revenue for Operator ABC	Rs. 1,77,000 + Rs. 15,742 = 1,92,742	Rs. 59,000 + Rs. 4,188 = 63,188
HD Conversion Incentive amount that Operator ABC will avail in its respective Primary Market(s) for the month of February 2024	1.5% * Rs 192,742 = Rs 2,891	1.0% * Rs 63,188 = Rs 632

SCHEDULE B

Details of the Operator

Customer Code : **C1265**
Operator Name : **SKYLINK NETWORKS**
Broadcaster GSTIN : **27AABCS1728D1ZO**
Broadcaster's Bill from Address : **MALAD WEST 4TH FLOOR, INTERFACE BUILDING NO. 7, OFF MALAD LINK ROAD, MALAD (WEST), MUMBAI, MAHARASHTRA - 400064**

Organisation Type (Select any one which is applicable):

Sole Proprietorship	Partnership	Private Limited Company	Limited Company	LLP
✓				

Institution	Association	Society	Trust	HUF

PAN: CCJPS4784G **TAN**: Not Applicable

Whether registered as Micro Small and Medium Enterprises (MSME): Yes ☑ **No** ☐

(tick mark (√) which is applicable)

If Yes, MSME registration number : UDYAM-TN-03-0094546

Operator's License Type [MSO/HITS/IPTV/DTH] : IPTV
Operator's License no. : N-36012/13/2024-BP&L
Operator's License Issue Date : 25/06/2024
Operator's License Valid Till Date : 27/07/2033

Registered Office Address:

Address : 28/8, Thudiyalur Main Road, KCT Tech Saravanampatti **Pin code**: 641035

City/Town/Village: COIMBATORE **District**: COIMBATORE

Taluka/Tehsil : COIMBATORE SOUTH

State : TAMIL NADU

Correspondence/Communication Address:

Address : 28/8, Thudiyalur Main Road, KCT Tech Saravanampatti **Pin code: 641035**

City/Town/Village: COIMBATORE **District**: COIMBATORE

Taluka/Tehsil: COIMBATORE SOUTH

State : TAMIL NADU

Operator GST details:

Operator's GSTIN	Operator's GST Bill To Address
33CCJPS4784G2Z5	28/8 , THUDIYALUR MAIN ROAD, COIMBATORE, COIMBATORE, 641034, TAMIL NADU

Operator Key Contacts:

Name	Designation	Is Primary	Is Authorized Signatory	Email Address	Mobile Number
MR.. SENTHILKUMAR KUPPUSAMY	PROPRIETOR	☑	☑	md@skylink.net.in	9944399449
MR.. SENTHILKUMAR KUPPUSAMY	NOC	☐	☐	td@skylink.net.in	9944199448

Technical details:

Conditional Access System/DRM/Encryption System used by the Operator: NEELADIRI

Subscriber Management System used by the Operator: : NEELADRI

Set Top Box used by the Operator: : LRIPL
Headend make used by the Operator: : SDS-DRM

Installation Address(es) of CAS/DRM and SMS:

Sr. No.	Installation Address(es) of SMS	Installation Address(es) of CAS/DRM
1	LocationCode :LOC2586 City :Coimbatore ,Taluka :Coimbatore South ,District :Coimbatore ,Pincode :641035 ,State :Tamil Nadu	LocationCode :LOC2586 City :Coimbatore ,Taluka :Coimbatore South ,District :Coimbatore ,Pincode :641035 ,State :Tamil Nadu

The address to provide above shall specify the Village, City/Taluka, District, Pincode, State, Tel. No, details of contact person(s) and technical person(s) (including name, mobile number, Email address etc.)

(In case of multiple Installation Address, the Operator to provide additional installation address(es) in the format set out hereinabove)

DECLARATION

(Applicable in case where certain documents of the Operator are already available with the Broadcaster and hence not re-submitted by the Operator)

I/We, SKYLINK NETWORKS, further represent and warrant that the requisite information and documents which have been already provided to the Broadcaster in connection with the RIO, continues to be valid and binding. Hence, the same has not been submitted again.

For SKYLINK NETWORKS	Senthil Kumar K Senthil Kumar K (Oct 21, 2024 14:49 GMT+5.5) Name: SENTHILKUMAR KUPPUSAMY Designation: PROPRIETOR *Date: Oct 21, 2024

SCHEDULE C

REPORT FORMAT AS PER TRAI MANDATE:
(*SMS system should generate this report in uneditable pdf format)*

MONTHLY SUBSCRIBER REPORT FORMATS

- *Subscriber Reports*
- *Incentive Qualifying Reports*

Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

A. Subscriber Reports (*To be submitted Agreement-wise*)

Report 1- Monthly subscribers for a-la-carte channels

A: Monthly Subscriber Reports of channels or bouquets to be provided by a distributor of television channels to the broadcaster. If the operator opts for multiple billings for separate locations, then the monthly Subscriber Reports should be submitted separately for each location to the Broadcaster.

Name of the OPERATOR : _____

Area of the Operation : _____

Reported Month : _____

Year : _____

Date of generation of Report :_____

Date of submission of Report by the Operator :_____

Sr No	Name of the Channel	Number of Subscribers of the channel on 7th Day of the month	Number of Subscribers of the channel on 14th Day of the month	Number of Subscribers of the channel on 21st Day of the month	Number of Subscribers of the channel on 28th Day of the month	Average Monthly Subscriber Base of the channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	SONY ENTERTAINMENT TELEVISION					
2	SONY SAB					
3	…					

Report 2- Monthly subscribers for bouquets of pay Channels

Name of the Operator : _____

Area of the Operation : _____

Reported Month : _____

Year : _____

Date of generation of Report :_____

Date of submission of Report by the Operator :_____

Sr N	Name of the Bouquet of the Pay channels	Name of the constituent Channels of bouquet of the broadcaster	Number of Subscribers of the bouquet on 7th Day of the month	Number of Subscribers of the bouquet on 14th Day of the month	Number of Subscribers of the bouquet on 21st Day of the month	Number of Subscribers of the bouquet on 28th Day of the month	Average Monthly subscriber of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1	Happy India Smart - Hindi						
2	Happy India Smart Plus - Marathi						
3	…						

Any failure on part of the Operator to provide the monthly Subscriber Reports shall amount to material breach of the Agreement, which shall entitle the Broadcaster to withdraw the incentives and/or terminate the Agreement and/or disconnect signals of the Channels provided to the Operator, as per the terms of the Agreement and in accordance with Applicable Law.

Incentive Qualifying Reports (As per the Broadcaster **Incentive Schemes opted)**

Qualifying Reports to avail Incentive for the Broadcaster's Subscribed Channels (on Bouquet& Ala Carte Basis). Incentive Qualifying Reports to be submitted along with the Subscriber Reports within 7 days of end of each month.

Report 3 - Monthly Report for the LCN Slab:

Note: Separate Report to be submitted for each Head-end and the Broadcaster ***Primary market***

Network Name : _____

Primary Market : _____

Reported Month : _____

Year : _____

Sr. No	Name of the Subscribed Channel	7th day of the month		14th day of the month		21th day of the month		28th day of the month	
		LCN	Rank in the genre	LCN	Rank in the genre	LCN	Rank in the genre	LCN	Rank in the genre
1	SONY ENTERTAINMENT TELEVISION								
2	SONY SAB								
3	SONY PAL								
4	SONY MAX								
5	SONY ENTERTAINMENT TELEVISION HD								
6	SONY SAB HD								
7	…								

Report 4- Monthly Report on Bouquet & Ala Carte Penetration:

NOTE: Separate reports for the following markets by each Head-End for SD and HD Channels. The report shall be submitted as per states mentioned in the market category individually for each state.

A. Specified States - (Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli & Daman and Diu, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and Ladakh)
B. All India
C. Andhra Pradesh, Telangana, Tamil Nadu & Puducherry
D. Karnataka, Kerala, Lakshadweep
E. Maharashtra
F. West Bengal, Andaman & Nicobar Islands

Network Name : _____

Head-End City : _____

Primary Market : _____

Reported Month : _____ Year : _____

Network Subscriber Base for Active SD Channels : _____

Active SD Subscriber Base						
Sr. No	**Subscribed Bouquet/Ala Carte Channel Name**	**Number of active subscribers as on 7th day of the month**	**Number of active subscribers as on 14th day of the month**	**Number of active subscribers as on 21st day of the month**	**Number of active subscribers as on 28th day of the month**	**Monthly Average Active Subscribers**
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	Happy India Smart - South 1					
2	Happy India Sports Action					
	…					
4	SONY ENTERTAINMENT TELEVISION					
5	SONY SAB					
	…					

Network Subscriber Base for Active HD Channels _____

Active HD Subscriber Base						
Sr. No	**Subscribed Bouquet/Ala Carte Channel Name**	**Number of active subscribers as on 7th day of the month**	**Number of active subscribers as on 14th day of the month**	**Number of active subscribers as on 21st day of the month**	**Number of active subscribers as on 28th day of the month**	**Monthly Average Active Subscribers**
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	Happy India English Delight					

2	Happy India Smart HD - Bangla					
3	…					
4	SONY ENTERTAINMENT TELEVISION HD					
5	SONY SPORTS TEN 1 HD					
6	…					

SCHEDULE D

OPERATOR'S OBLIGATIONS

1. STBs, Smart Cards, Systems and Procedures.

1.1 In order to ensure that each STB is capable of being used for Fingerprinting ("FP"), Operator agrees that the STB supplied to the Subscribers will conform to the BIS standards as provided in BIS specifications for digital Set Top Box.

1.2 Operator represents and agrees that there are adequate systems, processes and controls in place regarding the distribution of STBs and Smart Cards so that they are only sold within the Authorized Area by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers residing in the Authorized Area and installations are made by Operator or its designees at an address in the Authorized Area. Adequate systems, processes and controls shall include, without limitation, Operator:

1.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and such Subscriber's STB and Smart Card including, without limitation, the particulars specified in paragraph 2.4;

1.2.2 requiring all residential Subscribers to submit a recent utility bill or bank statement as proof of address, including any residential Subscribers who have been previously de-authorized prior to re-authorization, or otherwise independently verify the address prior to activation of any STB and Smart Card;

1.2.3 investigating any multiple Smart Cards issued under one individual name or address (other than for mirror STB's), including visiting the premises of such individuals or addresses from time to time;

1.2.4 deputing officers to visit and verify the accuracy and veracity of details submitted by Subscribers, in the event Operator becomes aware of any alleged continuing/potential misuse and/or misrepresentation by the Subscribers;

1.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

1.2.6 requiring that for every change of address on the Operator system and therefore re- location of a STB, there is an independent physical verification of the new residential address; and

1.2.7 deauthorising any STB or Smart Card that is found outside of the Authorized Area or in the possession of a person who is not a bona fide Subscriber.

1.3 Operator agrees that all of its STBs and Smart Cards: (i) are sold and installed together as a pack only in the Authorized Area and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.2; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Channel(s) cannot be viewed if such Smart Card is removed and used with any other STB.

1.4 Operator agrees that all installations of STBs and Smart Cards are done directly by Operator or through its authorized dealers and only within the Authorized Area, and that the installer for every installation physically checks and ensures before installation and activation of a STB and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the STB and which is the same as detailed in the subscriber management system ("SMS"). In accordance with paragraph 2.2.1, Operator's SMS shall contain all of the following information items for each residential Subscriber prior to activation of a Smart Card and STB for such residential Subscriber:

1.4.1 Name;
1.4.2 Installation address;
1.4.3 Billing address (if different);
1.4.4 Telephone number of the installation address, where applicable;
1.4.5 Residential Subscriber's unique subscriber reference or subscription agreement number;
1.4.6 Service/Channel(s)/Bouquets that have been selected;
1.4.7 Name and unique reference number of the dealer who sold the STB to such residential Subscriber;
1.4.8 Name and unique reference number of the dealer who sold the subscription to such residential

Subscriber (if different);

1.4.9 Name and unique reference number of the installer (if different from the dealer);

1.4.10 Smart Card number; and

1.4.11 Unique STB number.

1.5 The Operator agrees and undertakes that it shall not knowingly or negligently activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:

1.5.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the SMS;

1.5.2 outside of the Authorized Area; or

1.5.3 that of a cable head end or any other distributor of such Channel(s) to residential subscriber.

1.6 In order to ensure that the Smart Card is only activated for bone fide Subscribers, Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber and verified by Operator which matches with the address as supplied by the notified by Subscriber at the time of purchase of the STB and which is the same as detailed in the SMS.

1.7 The Operator agrees that its SMS allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under Paragraph 2.4.

1.8 The Operator shall ensure that OSD should support a minimum of 120 characters.

1.9 The Operator shall ensure that its watermark logo is inserted on all Channels.

1.10 The Operator shall submit & confirm the number of MUX's (Multiplexer Units) installed with active Transport Stream (“TS”) outputs. This should include physical audit of head end and analysis of TS stream from the MUX.

1.11 All TS from Multiplexers (MUX) should be encrypted for Authorized Areas.

1.12 The Operator shall ensure that all LCOs' STBs will be paired with Unique System ID/ Bouquet ID, so that consumers in Authorized Area(s) can be identified. The current version of the CAS should not have any history of hacking. A certificate from the CAS Vendor, to this effect be submitted.

1.13 The FP should not get invalidated by use of any device or software.

1.14 The STB & Smart Card should be paired from head-end to ensure security.

1.15 The SMS and CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CAS should be independently capable of generating log of all activation and deactivations.

1.16 The CAS vendor/manufacturer should be known to have capability of upgrading the CAS in case of hacking.

1.17 The Operator to provide the make & version of CAS installed at Headend.

1.18 CAS certificate to be provided by Operator.

1.19 CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.

1.20 CAS should be able to generate active/deactivate report channel wise/package wise.

1.21 STB's & cards to be uniquely paired from Operator before distributing box down the line/LCO.

1.22 All LCO's should be paired with unique system ID/ Franchisee ID, so as to identify their end customers / ultimate Subscribers.

1.23 The Operator to declare by undertaking the number of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Broadcasters by

means of a fresh undertaking.

1.24 Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Operator. CAS vendor must certify reconciliation of data.

1.25 No activation/ deactivation from direct CAS system, it must be routed via SMS client only.

1.26 Operator's should provide CAS vendor certified copies of active/inactivate channel wise/product wise report & Package/product report during audit period.

1.27 CA system should have the capability of providing history of all actions taken for at least previous 24 months.

1.28 The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.

1.29 The SMS should be computerized and capable of recording the vital information and data concerning Subscribers such as:

a) Unique Customer Id
b) Subscription Contract number
c) Name of the Subscriber
d) Billing Address
e) Installation Address
f) Landline telephone number
g) Mobile telephone number
h) Email Id
i) Service/Package subscribed to
j) Unique STB Number
k) Unique Smart Card Number

1.30 The SMS should be able to undertake the:

a) Viewing and printing historical data in terms of the activations, deactivations etc
b) location of each and every STB Smart Card unit
c) The SMS should be capable of giving the reporting at any desired time about:

i. The total no subscribers authorized
ii. The total no of subscribers on the network
iii. The total no of subscribers subscribing to a particular package or Channel at any particular date.
iv. The details of channels opted by subscriber on a-la carte basis.
v. The package wise details of the channels in the package.
vi. The package wise subscriber numbers.
vii. The ageing of the subscriber on the particular channel or package
viii. The history of all the above mentioned data for a period of at least 24 months.

1.31 The SMS and CAS should be able to handle at least one million subscribers on the system.

1.32 Both CA & SMS systems should be of reputed vendors/suppliers and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.

1.33 The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.

1.34 The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.

1.35 The CAS and/or SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.

1.36 CAS & SMS should have provision to tag and blacklist Smart Card numbers and STB numbers that have been involved in Piracy in the past to ensure that the Smart Card or the STB cannot be redeployed.

1.37 Operator agrees that it shall at its sole cost, be responsible for ensuring the Channel(s) is distributed via a digital, encrypted format signal receivable through its CA system only by its bona fide Subscribers to the Channel(s).

1.38 All the STBs should have embedded CA.

1.39 The STB should be capable of decrypting the CA inserted by the headend.

1.40 The STB should be capable of doing FP. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based FP.

1.41 The STB should be individually addressable from the headend.

1.42 The STB should be able to take the messaging from the headend.

1.43 The messaging character length should be minimal 120 characters.

1.44 There should be provision for the global messaging, group messaging and the individual STB messaging.

1.45 The STB should have forced messaging capability.

1.46 The STB must be BIS compliant.

1.47 There should be a system in place to secure content between decryption & decompression within the STB.

1.48 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

1.49 All STB should be individually paired in advance with unique Smart Card at central warehouse of Operator before handing over to LCO (Authorized Areas) or down the line distribution.

1.50 Operator to provide details of manufacturers of STB's being used/to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.

1.51 Operator should provide one set of all type/model of boxes to Broadcaster, for testing and monitoring purpose.

1.52 All STBs used by Operator's should be certified by their CAS vendor.

1.53 Forensic watermarking to be implemented on the Operator headend & STBs.

1.54 All the STBs should have embedded Conditional Access.

1.55 The STB should be capable of doing FP. The STB should support both Entitlements Control Message (ECM) & Entitlement Management Message (EMM) based FP.

1.56 ECM/EMM base forced messaging full screen and ticker mode should be available.

1.57 The STB should be individually addressable from the Head end.

1.58 The messaging character length should be minimum of 120 characters.

1.59 There should be provision for the global messaging, group messaging and the individual STB messaging.

1.60 The STB should have forced messaging capability.

1.61 The STB must be BIS compliant.

1.62 The STB must not be interoperable.

1.63 The STB must have secure chip set with mandatory pairing.

1.64 There should be a system in place to secure content between decryption & decompression within the STB.

1.65 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

1.66 The PVR enabled STBs must be such that any recorded content is capable of being replayed only with the use of that STB. Once the Subscriber is disconnected, the Subscriber will not be able to have access to any recorded content.

1.67 Types of STB launched/to be launched:
   a. Vanilla STB
   b. PVR STB
   c. Others (please specify)

1.68 Operator to furnish STB details as follows:
   a. Open Standards or Proprietary.
   b. Audio Video and Data I/O Configuration.
   c. Local Storage.
   d. Smarts Card.
   e. PVR Functionality.
   f. Tamper Resistance.
   g. I/O Copy Protection. Please provide the details.
   h. I/O Interface to Other Devices.

1.69 DVR/PVR STB should be compliance of following;
   a. Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
   b. Recorded content should be encrypted & not play on any other devices.
   c. Content should get record along with entitlements and play out only if current entitlement of that channel is active.
   d. User should not have access to install third party application/software.
   e. Describe if the STB support any type of interactive middleware.

2. Fingerprinting

2.1 All Fingerprinting ("***FP***") hereunder is compliant with the BIS Specification for digital Set Top Box for standard definition (SD)and high definition (HD).

2.2 Operator agrees to give Broadcaster on Geo map a marking of its area of operation.

2.3 Operator shall ensure that it has systems, processes and controls in place to run FP at regular intervals as reasonably requested from time to time.

2.4 Operator shall ensure that all STBs should support FP and should be compatible for running FP.

2.5 Operator shall ensure that the system can generate multi color FP with coloured background and no background and also font size needs to be variable. Minimum 10 colours for fonts and background strip required

2.6 These FPs should appear on all screens of STBs, such as Menu, EPG and PIP etc.

2.7 Operator shall ensure that the CA system can also generate COVERT FP. Operator should have tools to read such covert FP at any given time.

2.8 Operator ensures that the deployed system has Forced fingerprint capability.

2.9 Operator shall ensure that it shall be able to operate the FP across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such FP should, apart from the foregoing, be possible and available on global, group and regional bases at all times.

2.10 Operator shall ensure that the Channel(s)'s FP should pass through without masking or tampering with respect to time, location, duration and frequency.

2.11 Use of any device or software should not invalidate the FP.

2.12 The finger printing should not be removable by pressing any key on the remote.

2.13 The Finger printing should be on the top most layer of the video.

2.14 The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (Smart Card) number.

2.15 The location of the Finger printing should be changeable from the headend and should be random on the viewing device.

2.16 The Finger printing should be possible on global as well as on the individual STB basis

2.17 The Overt finger printing and OSD messages of the respective broadcasters should be displayed by the Operator without any alteration with regard to the time, location, duration and frequency.

2.18 No common interface Customer Premises Equipment ("***CPE***") to be used.

2.19 The STB should have a provision that OSD is never disabled.

2.20 The FP , both covert and overt, and OSD of Broadcaster should be displayed by Operator without any tampering with regard to time, location, duration, colour and frequency;

2.21 The FP (both covert and overt) shall be provided by the Operator at the scheduled time, location (by x-y coordinates), duration, colour and on demand specified by Broadcaster and with a notice (either verbal or in writing) of ten (10) minutes from Broadcaster to the Operator. It should be possible to programme the STB or CPE to display its FP through OSD messaging;

3. Piracy, piracy reports and prevention

3.1 The Operator shall immediately notify Broadcaster if it ascertains or becomes aware that (hereinafter, each a "***Piracy Event***"):

3.1.1 Any Smart Card or STB is being located, supplied or sold outside the Authorized Area,

3.1.2 The Channel(s) is being viewed via a Smart Card or STB by a STB party that is not a residential Subscriber,

3.1.3 A Smart Card is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Authorized Area, or

3.1.4 A Smart Card and/or STB is being used by a cable operator to distribute the Channel(s).

3.2 If Broadcaster becomes aware of a Piracy Event then, at Broadcaster's request, Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

3.2.1 In the event Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all necessary assistance to Broadcaster to prevent or combat such Piracy Event.

3.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Broadcaster, where Broadcaster shall be one of the parties to such action, it shall notify Broadcaster in writing and seek Broadcaster's prior written consent. Where Broadcaster consents to Operator taking legal or other action on behalf of Broadcaster, Operator shall keep Broadcaster fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its Operators without the prior written consent of Broadcaster.

3.3 If Operator's Conditional Access is hacked or otherwise compromised, Operator agrees to change or upgrade, within 60 days of Operator becoming aware of such hacking, its CA and/or SMS to ensure that the Conditional Access cannot be hacked or compromised within the Authorized Area. If Operator does not make such change or upgrade within such period of time, Broadcaster shall have the right to suspend or terminate this Agreement in accordance with Clause 15 of the Agreement. During such period,

Operator shall implement a temporary fix to protect the Channel(s).

3.4 The Operator shall investigate and report to Broadcaster any incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a STB and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs or Smart Cards or other equipment that enable access to the Channels.

4. Infrastructure Sharing by Operator:

In addition to the obligations laid down under the Guidelines for infrastructure sharing, the operators who are engaged in infrastructure sharing and/or availing, shall also ensure compliance with the below mentioned additional conditions:

- Audit:
  Though the same headend shall be used by the operators, audit of the Systems shall be conducted for both operates simultaneously i.e. operator sharing the infrastructure and operator availing the infrastructure sharing facility.

- Logs of all the actions taken by both the operators i.e. operator sharing the infrastructure and operator availing the infrastructure sharing facility and the console provided to the Broadcaster for reactivation /deactivation actions (applicable only for HITS platform) to be maintained for two years without any gaps.

- MSR:
  Since headend of one operator shall be used to retransmit the signals through another operator's platform, separate system generated monthly subscriber reports ("**MSRs**") shall be shared by the operators for each platform.

- To achieve the transparency in Subscriber declaration, proper tagging of the subscribers of each of the operator to be clearly done in SMS along with bifurcation of CAS server

- Where infrastructure sharing parties includes JV/group entities of the operator and SMS and CAS servers are also shared between the parties, data logs in respect of each such entity to be identified and extracted separately for both the parties.

- Disconnection of signals of our channels:
  In case of violation of New Regulatory Framework /Guidelines and/or breach of the terms and conditions of the RIO by any of the operator involved in infrastructure sharing, the signals of the Broadcaster channels shall be disconnected to both the platforms after following due process of law in case of failure to rectify the default within the statutory period.

- Supply of signals of Broadcaster's Channels to another operator:
  Where the signals of Broadcaster's Channels are supplied by the Operator to any other operator under infrastructure sharing, the Operator acknowledges that in the event of disconnection of the signals of the Broadcaster's Channels to its Platform pursuant to the terms of this Agreement, the signals of Broadcaster's Channels supplied by the Operator to another operator shall also get automatically disconnected. The Operator shall ensure that this fact of disconnection is being made known to such operator to whom signals are being supplied under infrastructure sharing.

Schedule E

Audit

The intent of the audit is to ensure:

• That Operator's systems are fully compliant with all regulatory requirements
• Revenue assurance of broadcaster
• Compliance with contractual commitments as per interconnect agreement

The Parties acknowledge and agree that the scope of the Audit shall be modified and/or replaced / revised in the event TRAI notifies or recommends any changes in this regard during the Term of this Agreement. The Operator undertakes that the Operator shall always comply with the requirements stipulated by TRAI in respect of the Audit Manual

Scope and Scheduling of Audit:
(A) Scope:

The annual Audit caused by the Operator shall include the Audit to validate compliance with this Schedule and the Subscription Audit, as provided for in the New Regulatory Framework read with the Audit Manual. The Operator/Auditor shall also inter-alia ensure the following requirements:

1.Head End Audit:

a. Operator should provide complete accurate schematic diagram of all their head ends (Back up/Mini, etc), earth stations, systems and processes for Audit and auditing purpose.
b. Operator to submit & confirm the number of MUX's (Multiplexer Units) installed with active Transport Stream (TS) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
c. Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers including MUX
d. All TS from MUX should be encrypted for the territory.
e. Operator to ensure that his network watermark logo is inserted on all pay channels at encoder end only as per requirements defined herein.
f. Take inventory IRDs/PIRDs + VCs installed in each head-ends including their serial numbers. Make note of broadcaster IRDs/PIRDs + VCs available but not installed.
g. Check MUX configuration to validate number of TS configured with SID, scrambling status of each SID and ECM and EMM configuration.
h. Take screenshot of all TS from MUX and compare with results of field TS recording. Take information of QAMs installed and powered to identify streams available for local insertion by LCOs.
i. Use FTA cable box/ TS analyser to confirm whether all channels are encrypted

2. CAS/DRM Audit:

a. Make & version of CAS/DRM installed at Head End to be validated.
b. Reconciliation of CAS/DRM database (active cards, service wise and Bouquet /subscriber package wise) with SMS database to be provided by Operator. CAS/DRM vendor required to certify reconciliation of data.
c. Operator should provide CAS/DRM vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/subscriber package/ product report during audit period.

3. STB Audit:

a. All STB should be individually paired in advance with unique smart card at central warehouse of Operator before handing down the line distribution.
b. Operator to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).
c. Types of boxes launched / to be launched:
    - Vanilla STB
    - DVR STB
    - Hybrid Box
    - Others (please specify)
d. Please furnish STB details as following:
    - Open Standards or Proprietary?
    - Audio Video and Data I/O Configuration?

- Local Storage?
- Smarts Card?
- PVR Functionality?
- Tamper Resistance?
- I/O Copy Protection? Please provide the details.
- I/O Interface to Other Devices?

e. Are the STB's interoperable?

f. DVR / PVR STB should be compliance of following;
   - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
   - Recorded content should be encrypted & not play on any other devices.
   - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
   - User should not have access to install third party application/software.
   - Describe if the STB support any type of interactive middleware.

g. Does the Set Top Box support any type of interactive middleware? Please describe

(B) Scheduling:

The annual Audit as caused by Operator under regulation 15 (1) shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years.

(C) Addressable Systems Requirements shall include the following requirements as prescribed under Schedule III of the Interconnection Regulations:

Conditional Access System (CAS) and Subscriber Management System (SMS):

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.
   Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
   Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least Five percent (5%) of the subscriber base of the distributor within 24 hours.

9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:

a. Unique customer identification (ID)
b. Subscription contract number
c. Name of the subscriber
d. Billing address
e. Installation address
f. Landline telephone number
g. Mobile telephone number
h. E-mail address
i. Channels, bouquets and services subscribed
j. Unique STB number
k. Unique VC number.

12. The SMS should be capable of:
    a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
    b. Locating each and every STB and VC installed.
    c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about:
    a. The total number of registered subscribers.
    b. The total number of active subscribers.
    c. The total number of temporary suspended subscribers.
    d. The total number of deactivated subscribers.
    e. List of blacklisted STBs in the system.
    f. Channel and bouquet wise monthly subscription report in the prescribed format.
    g. The names of the channels forming part of each bouquet.
    h. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
    i. The name of a-la carte channel and bouquet subscribed by a subscriber.
    j. The ageing report for subscription of a particular channel or bouquet.

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

16. It shall be possible to generate the following reports from the logs of the CAS:
    a. STB-VC Pairing / De-Pairing
    b. STB Activation / De-activation
    c. Channels Assignment to STB
    d. Report of the activations or the deactivations of a particular channel for a given period.

17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/SMS, the same should be notified to the broadcasters by the distributor.

20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

D. Fingerprinting: -

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run

finger printing at regular intervals.

2. The STB should support both visible and covert types of finger printing.
   Provided that only the STB deployed after coming into effect of these Amendment regulations shall support the covert finger printing.

3. The fingerprinting should not get invalidated by use of any device or software.

4. The finger printing should not be removable by pressing any key on the remote of STB.

5. The finger printing should be on the top most layer of the video.

6. The finger printing should be such that it can identify the unique STB number or the unique VC number.

7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.

8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.

9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.

10. The finger printing should be possible on global as well as on the individual STB basis.

11. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.

12. Scroll messaging should be only available in the lower part of the screen.

13. The STB should have a provision that finger printing is never disabled.

14. The watermarking network logo for all pay channels shall be inserted at encoder end only.
    Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

E. Set Top Box (STB): -

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end

3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.

4. The STB should be individually addressable from the Head-end.

5. The STB should be able to receive messages from the Head-end.

6. The messaging character length should be minimal 120 characters.

7. There should be provision for global messaging, group messaging and the individual STB messaging.

8. The STB should have forced messaging capability including forced finger printing display.

9. The STB must be compliant to the applicable Bureau of Indian Standards.

10. The STBs should be addressable over the air to facilitate OTA software upgrade.

11. The STBs with facilities for recording the programs shall have a copy protection system.

F. Conditional Access System (CAS) and Subscriber Management System (SMS) requirements shall include the following requirements as prescribed under Schedule IX of the Interconnection Regulations:

A. CAS Mandatory Requirements

1. Time Stamping: All logs shall be stamped with date and time. The system shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.

2. Activation and Deactivation: No access/login IDs/user interface/application shall be provided to the distributor of television channels to execute any commands, including but not limited to, activation/de-activation, bouquet creation/modification/deletion, etc., directly from CAS by bypassing SMS:
Provided that, if any activity has been carried directly from CAS for trouble shooting; such an exception shall be identified through the synchronization mismatch report. Further, for any activity outside the normal channel/route of SMS-based commands, a secure log shall be maintained and made available on request to the audit or testing agency for scrutiny.

3. SMS and CAS Integration: Each instance of the activity carried out at SMS pertaining to CAS shall be recorded in the logs/reports of CAS, along with date and time stamp.

4. Set Top Box (STB) Operation: Upon deactivation of any subscriber from the SMS, all program/services, including all free- to-air (FTA) and pay channels and platform services, shall be denied to that subscriber: \

Provided that there shall be a facility for the distribution platform operator (DPO) to continue to provide B-mail/scroll messages that enable a consumer to get the information in relation to the recharge/payment of the pending dues.

5. Channel Addition: CAS shall be capable to add/modify channels/bouquets as may be required from time to time.

6. Logical Channel Number (LCN): CAS shall not support carriage of channel with same name or nomenclature in the distributor's network served by each headend under more than one LCN, and another channel descriptor. Further, each channel available in CAS shall be uniquely mapped with channels available in SMS.

7. Hybrid STB: In case a distributor of television channels has deployed hybrid STBs, CAS shall ensure that the over-the-top (OTT) App does not get access to the linear Television channels, and the CAS does not get access to channels delivered through OTT platform:
Provided that, all the mandatory requirements for CAS shall be complied by the hybrid STBs.

8. CAS Reports:

(a) CAS database shall have the reports of white list of card/STBs along with details such as active/inactive status, with the date and time stamp.

(b) CAS system shall be capable of generating reports pertaining to the channel/bouquet subscriptions and active/deactivated subscribers, or any combination thereof; of sharing the same with SMS as a scheduled activity, and also upon request, including, but not limited to, the following details:

(i) STB Number
(ii) Viewing Card (VC) Number [or, in case of card-less CAS, chip identification (ID) or virtual card number of the STB]
(iii) Product Code pertaining to channels/ bouquets available on the platform
(iv) Start date of entitlement
(v) End date of entitlement
(vi) Status of card (Active/Inactive)

(c) It shall be possible to generate following reports from the logs of CAS:
(i) STB-VC pairing/de-pairing
(ii) STB activation/deactivation
(iii) Channel assignment to STB
(iv) Report of the activation/deactivations of a particular channel for a given period

9. CAS Database and tables:

a) There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split CAS database for creation of more than one instance by a DPO or a vendor.

b) CAS must support the following options with reference to uploading of unique access (UA)/ viewing card (VC) details in CAS database:

i. a secure un-editable file of card details, as purchased by the distributor, to be uploaded by the CAS vendor on the CAS Server directly, or,
ii. if it is uploaded in any other form, UA/VC in CAS database shall be captured in logs.
iii. Further, CAS shall support an automated, application programming interface (API)-based mechanism to populate such UA/VC details in the SMS, without any manual intervention.

10. CAS Logs: CAS logs such as the user command, configuration, channel/bouquet creation, modification, etc., shall be kept in a secured and un-editable way.

11. CAS Backup Server: In the event of provisioning of a backup server, logs of all activities carried out in main server shall be concurrently copied into the backup server:

Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:

Provided further that the main and backup server shall always be in sync with regard to the key data such as subscription data, STB UA/VC details, entitlement level information, etc.

12. CAS-STB addressability:

(a) CAS shall be capable of providing STB/viewing card information with the current date, time, and name/logo of the distributor of television channels.

(b) CAS shall be capable of individually addressing subscribers for the purpose of generating the reports on channels and STB by STB basis.

(c) CAS shall be capable of tagging and blacklisting VC numbers and STB numbers that are involved in piracy, to ensure that such STB/ VC cannot be redeployed.

(d) CAS shall be capable of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

13. Access to Database: CAS and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database audit trail shall be permanently enabled.
*Explanation 1: D*atabase here refers to the database where data and log of all activities related to STB activation, deactivation, subscription data, STB UA/VC details, entitlement level information, etc., is being stored.

14. Provision of a-la-carte channels or bouquet:

(a) CAS (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.

(b) CAS (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.

15. CAS and SMS Server Separation: CAS and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.

16. Finger printing measures:
(a) CAS shall support both covert and visible types of finger printing functionality.
(b) The fingerprinting shall be on the topmost layer of the video.
(c) The fingerprinting shall appear on the screen in all scenarios, such as menu, electronic programme guide (EPG), settings, blank screen, games, etc.
(d) The fingerprinting shall not get invalidated by use of any device or software.
(e) CAS shall have the capability to run fingerprinting at regular intervals (e.g., minimum of 2 fingerprints per hour on a 24x7x365 basis) and provide broadcasters with the fingerprint schedule on request.
(f) The fingerprinting shall be available on global as well as on individual STB basis.

17. CAS Database (DB) Export: CAS shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.

18. Firewall Access: CAS shall be accessible through a Firewall only.

19. **CAS Server Hardware:** CAS shall be deployed on hardened secure server hardware. CAS shall protect against any backdoors, malicious software deployments, and cyber security threats.

20. De-entitlement of STB: CAS should have the following features:
(a) The entitlement end date in CAS shall be equal to the entitlement end date in SMS, or,

(b) The entitlement end date in CAS shall be open and SMS shall manage entitlements based on the billing cycles and payments.

B. SMS Mandatory Requirements

1. Synchronization of the data of both CAS and SMS:
(a) CAS and SMS data shall be synchronized with each other. There shall be a facility to trace data mismatch between CAS and SMS on periodic basis, to be made available during audits.
(b) SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:
(i) STB No.
(ii) VC No. (Or in case of card-less CAS, chip ID or virtual card number of the STB)
(iii) Product Code pertaining to à-la-carte channels and bouquets available on the platform
(iv) Start Date of entitlement
(v) End Date of entitlement
(vi) Status of card (Active/Inactive)
(c) The file output of CAS shall be processed by SMS system to compare and generate a 100% match or mismatch error report.

2. Channel/Bouquet management: SMS shall support the following essential requirements:
(a) Create and manage all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc.
(b) Manage changes in the channel/bouquet, as may be required, from time to time.
(c) Link the products' IDs for à-la-carte channels and bouquets (Single and Bulk) created in CAS with the product information being managed in SMS, for smooth working of SMS and CAS integration.
(d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).

3. Network Capacity Fee (NCF) Policy Creation: SMS shall support all Network Capacity Fee related requirements mandated by the applicable tariff order.

4. Bill/Invoice Generation: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, Pay Channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB (if any), other applicable charges, including Goods and Services Tax (GST).

5. Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof.

6. Management of Logs:
(a) SMS shall have the facility to provide user detail logs with the ID of users on each login event.
(b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log.
(c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs.
(d) The logs shall be maintained for a period as specified in Schedule III or Schedule X or both, as the case may be, or at least two audit cycles, whichever is later.

7. Channel subscription report: SMS shall be able to provide the total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions.

8. SMS Database and tables:
(a) There shall not be any active unique subscriber outside the database tables.
(b) SMS shall not provide an option to split SMS database or for creation of more than one instance.
(c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator.
(d) SMS shall be capable of capturing the following information required for audit or otherwise:
(i) Bouquet à la carte status change history
(ii) Bouquet composition change history
(iii) Change in status of connection (primary to secondary and vice versa)

9. Firewall Access: SMS shall be accessed through a Firewall.

10. STB-VC pairing: STB and VC shall be paired from the SMS to ensure security of channel.

11. SMS-STB addressability: The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

C. CAS Desirable Requirements:

1. Message Queue:

(a) In the event of unsuccessful transmission of messages due to network failure (*for instance*, due to power failure), the head-end should have an option to queue up the messages. Further, there should be a provision to retry them at specified intervals using additive back off retrial timings.

(b) In the event of unsuccessful deliveries of the messages, the life of the messages should be specifiable.

2. Geographical Blackout: CAS shall have the feature of geographical blackout.

Explanation 1: Geographical blackout is the ability of CAS to blackout a particular region based on the postal index number (PIN) Codes [Geographic Area Code], if required by government agencies or for other reasons.

3. After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the CAS vendor's support teams located in India. The support should be such as to ensure the CAS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime.

Explanation 1:

(i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the CAS vendor.

(ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement / service-level agreement (SLA) between the service provider, i.e., CAS vendor and the customer (DPO).

(iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee.

D. SMS Desirable Requirements

1. Data Verification:

(a) SMS should have the facility to carry out auto-reconciliation of channels/à la carte and all bouquets with their respective ID created in SMS with CAS configuration, and the variance report should be available in the system with logs.

2. SMS Reports: SMS should have a provision of generating the following reports pertaining to STB/VC:

(a) White list of STB/VC along with active/inactive status

(b) Faulty STB/VC – repairable and beyond repairable

(c) Warehouse fresh stock

(d) In stock at local cable operator (LCO) end

(e) Blacklist

(f) Deployed with activation status

(g) Testing/demonstration STB/VC with location

3. Audit-related requirements: SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise:

a. Subscriber related:

(i) Subscriber contact details change history

(ii) Connection count history

(iii) Transition of connection between Disconnected/Active/Temporary Disconnected

(iv) Subscription change history

b. LCO related:

(i) LCO Contact details change history

(ii) LCO and DPO sharing change history

c. Product (Bouquet/à-la-carte channel) related:

(i) Broadcaster à-la-carte relation

(ii) Bouquet name change history

(iii) À la carte name change history

(iv) Bouquet à-la-carte channel rate change history

d. STB/Smartcard related:
(i) Change in location history
(ii) Change in status (Active/Damaged/Repaired)

4. User Authentication: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system.

5. Miscellaneous: SMS should have the provision to support the following miscellaneous requirements:

a. List of à-la-carte channels and bouquets, digital headend (DHE) and Zone-wise: Provision to support/manage Zone/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in CAS.
b. Revenue Sharing Between DPO and LCO: Provision to define and calculate DPO and LCO revenue share separately for distribution fee as well as for NCF, as per the agreement executed between them, with the option to maintain historical information can be very useful and is desirable.
c. LCO invoicing with GST: Provision to generate invoicing under multiple GST registration numbers of LCO's and to comply with GST invoicing norms as applicable.
d. Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.
e. Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm.
f. Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Incentive Scheme/Free Days Scheme: Provision to create Incentive Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.
g. Calendar/Activity Scheduling: Provision to auto-schedule activities like STB activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.
h. Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs.
i. Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals.
j. Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.
k. Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
l. Generation of Reports: Provision to generate the following reports for operational purpose:
    i. All, selective and single boxes' current status with their first-time activation date.
    ii. Total number of à-la-carte channels and bouquets and STB expiring detail till given future date on the dashboard, according to the permission.
    iii. Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission.
    iv. Total active and inactive subscriber's details with multiple criteria (network-wise, à-la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

6. After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime:

Explanation 1:
(i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the SMS vendor.
(ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement/SLA between the service provider, i.e., SMS vendor and the customer (DPO).
(iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee."

G. **Digital Rights Management (DRM) System Requirements:**

The term DRM, herein, refers to the management of the encryption systems for, *inter-alia,* providing the functionality of CAS for the Internet Protocol Television (IPTV) service provider under these regulations.

i. DRM Requirements in so far as they relate to subscriber management systems (SMS) for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 1:

Sl. No.	DRM requirements for SMS
1.	There shall not be any data mismatch between DRM and SMS. Maximum mismatch based on subscription base may be allowed as mentioned below: (1) Must be less than 0.20% for subscriber base up to 100000 subs (0 to 200 for subscriber base of up to 100000) (2) Must be less than 0.04% for subscriber base up to 1000000 subscribers (0 to 400 for subscriber base of up to 1000000) (3) Must be less than 0.01% for subscriber base above 10000000 subscribers (0 to 1000 for subscriber base of up to 10000000) The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three audit cycles, or as per Schedule III whichever is later.
2.	**Password Policy Creation for Users**: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /unique consumer subscription or the customer premises equipment (CPE)/device.
3.	**After-Sales Service Support**: The required software and hardware support should be available to the support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
4.	All activation and deactivation of STBs/unique consumer subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.
5.	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscription is reflected in the reports generated from the SMS integrated with the DRM and *vice versa*
6.	DRM and SMS should be able to activate or deactivate services and/or STBs/unique consumer subscription of the subscriber base of the distributor within 24 hours.
7.	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

8.	The SMS should be computerized and capable of recording all logs including information and data concerning the subscribers such as: (a) Unique customer identification (ID) (b) Subscription contract number (c) Name of the subscriber (d) Billing address (e) Installation address (f) Landline telephone number (g) Mobile telephone number (h) E-mail address (i) Channels, bouquets and services subscribed (j) Unique STB number/unique consumer subscription ID attached to a specific unique MAC ID. (k) Unique VC number or MAC ID.
9.	The SMS should be capable of: (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/unique consumer subscription. (b) Locating each and every STB/unique consumer subscription and VC/MAC ID installed at city and state level. (c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
10.	The SMS should be capable of generating reports, at any desired time including about: (a) The total number of registered subscribers. (b) The total number of active subscribers. (c) The total number of temporary suspended subscribers. (d) The total number of deactivated subscribers. (e) List of blacklisted STBs/unique consumer subscription in the system. (f) Channel and bouquet wise monthly subscription report in the prescribed format. (g) The names of the channels forming part of each bouquet. (h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time. (i) The name of a-la carte channel and bouquet subscribed by a subscriber. (j) The ageing report for subscription of a particular channel or bouquet.
11.	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
12.	DPO shall declare the details of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the broadcasters by the distributor.
13.	If there is active infrastructure sharing (as and when permitted by MIB) then, DPO shall declare the sharing of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same should be notified to the broadcasters by the distributor.
14.	SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below: (a) STB/unique consumer subscription Number (or in case of card-less system, chip ID or MAC ID number of the STB) (b) Product Code pertaining to à-la-carte channels and bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/unique consumer subscription (active/Inactive)
15.	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report.

16.	**Channel/Bouquet management**: SMS shall, in synchronisation with DRM on real time basis, support the following essential requirements: (a) Create and manage relevant product ID for all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc. (b) Manage changes in the channel/bouquet, as may be required, from time to time. (c) Link the Products IDs for à-la-carte channels and bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).
17.	**Network Capacity Fee (NCF) Policy Creation**: SMS shall support all NCF related requirements mandated by the applicable tariff order.
18.	**Bill/Invoice Generation**: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, pay channels charges (with clear itemized details of à- la-carte channel cost and bouquet costs), rental charges for STB/unique consumer subscription (if any), other applicable charges, including Goods and Services Tax (GST).
19.	**Management of Logs**: (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule III or at least three audit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide broadcaster wise total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.
20.	**SMS Database and tables**: (a) There shall not be any active unique subscriber outside the database tables declared by the Vendor (b) SMS shall not provide an option to split SMS database or for creation of more than one instance. (c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for audit or otherwise: i. Bouquet à la carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa)
21.	SMS shall be accessed through a Firewall
22.	STB/unique consumer subscription and MAC ID shall be paired from the SMS to ensure security of channel (applicable for DRM with pairing facility).
23.	The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB/unique consumer subscription by STB/unique consumer subscription basis.

24.	SMS should have a facility to carry out monthly reconciliations of channels/a-la-carte and bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during audits.
25.	SMS should have a provision of generating the following reports pertaining to STB/unique consumer subscription/MAC ID.: (a) White list of STB/unique consumer subscription /MAC ID along with active/inactive status (b) Faulty STB/unique consumer subscription/MAC ID repairable and beyond repairable (c) Warehouse fresh stock (d) In stock at local cable operator (LCO) end (e) Blacklist (f) Deployed with activation status (g) Testing/demonstration STB/unique consumer subscription /MAC ID with location
26.	**Audit-related requirements**: SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise: (a) Subscriber related: (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/Temporary Disconnected (iv) Subscription change history (b) Product (Bouquet/à-la-carte channel) related: (i) Broadcaster à-la-carte relation (ii) Bouquet name change history (iii) À la carte name change history (iv) Bouquet/à-la-carte channel rate change history (c) STB/unique consumer subscription related: (i) Change in location history (ii) Change in status (Active/Damaged/Repaired/Replaced)
27.	**User Authentication**: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system

28.	SMS should have the provision to support the following additional requirements: (a) List of à-la-carte channels and bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in DRM. (b) Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans. (c) Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm. Product (à-la-carte channels and bouquets) Tenure- wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. (d) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/unique consumer subscription activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc. (e) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs/unique consumer subscription. (f) Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals. (g) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc. (h) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode). (i) Generation of Reports: Provision to generate the following reports for operational purpose: i. All, selective and single boxes' current status with their first time activation date. ii. Total number of à-la-carte channels and bouquets and STB/unique consumer subscription expiring detail till given future date on the dashboard, according to the permission. iii. Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission. iv. Total active and inactive subscriber's details with multiple criteria (network-wise, à la-carte channels and bouquets-wise, state-city wise and broadcaster- wise).
29.	It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention. Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc.

ii. DRM Requirements for conditional access by subscribers and encryption for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations

Table 2

Sl. No.	DRM Requirements for conditional access by subscribers and encryption
1.	DPO shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis as compliance of this requirement.

2.	DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (all activations, deactivation, channel authorization/assignment and un-authorization / de-assignments and change in MAC ID/STB/unique consumer subscription). The DRM shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.
3.	DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /unique consumer subscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/unique consumer subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the channel.
4.	The SMS and the DRM should be integrated in such manner that activation and deactivation of STB/unique consumer subscription happen simultaneously in both the systems. Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscriptions is reflected in the reports generated from the DRM.
5.	DRM deployed should be able to support two-way networks only.
6.	The DRM deployed should be able to support both carded as well as card-less STBs/unique consumer subscription for any provisioning.
7.	The DRM deployed should be able to generate, record, maintain independent reports and logs for verification purpose during audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum. The reports must have date and time stamp. Proposed reports should include: (a) Unique active STB/unique consumer subscription count as well as MAC ID wise on any desirable date (b) Unique bouquet/channel active for a specific STB/unique consumer subscription on any desirable date (c) MAC ID/User ID wise activation-deactivation report for service requests (d) Any alteration in bouquet and/or channels configured in DRM (e) Blacklist STB/unique consumer subscription report (desirable not mandatory feature) (f) Product code pertaining to channels/ bouquets available on the platform (g) Channel/bouquet authorization/assignment to STB/unique consumer subscription along with start date and end date of entitlement (h) STB/unique consumer subscription -VC pairing / de-pairing or User id- Mac-id Pairing / de-pairing (if applicable) in SMS/DRM (i) STB/unique consumer subscription activation / de-activation (j) Channels assignment to STB/unique consumer subscription (k) Report of the activations or the deactivations of a particular channel for a given period (l) The total number of registered subscribers (m) The total number of active subscribers (n) The total number of temporary suspended subscribers (o) The total number of deactivated subscribers (p) List of blacklisted STBs/unique consumer subscription in the DRM (desirable not mandatory feature) (q) Channel and bouquet wise monthly subscription report in the prescribed format. (r) The names of the channels forming part of each bouquet (s) The total number of active subscribers subscribing to a particular channel or bouquet at a given time (t) The name of a-la carte channel and bouquet subscribed by a subscriber (u) The ageing report for subscription of a particular channel or bouquet
8.	DRM deployed should be able to tag and blacklist the STB/unique consumer subscription in case of any piracy.
9.	DRM deployed should have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
10.	The DRM and SMS should be integrated in such manner that upon deactivation of any subscriber from the SMS, all program/services shall be denied to that subscriber.

11.	The DRM should be capable of generating, recording and preserving unedited data / logs for at least three consecutive years for each command executed through the DRM, including logs of each command of the SMS integrated with the DRM.
12.	DRM deployed should be capable to support both software base as well as hardware base security.
13.	DRM shall be capable of adding/modifying channels/bouquets as may be required on real time basis in line with the activity performed in SMS.
14.	DRM should be so configured for specific type of STB/unique consumer subscription, that are procured and configured by the DPO. The DRM should not enable working/operation of any other type/brand/make of STB/unique consumer subscription, in the network.
15.	When infrastructure sharing (as and when permitted by MIB) is available, in such cases DRM shall be capable to support multiple DPOs.
16.	DRM should support content protection.
17.	DRM should support key rotation, i.e., periodic changing of security keys
18.	In case DPO has deployed hybrid STBs (hybrid STB for the purpose of this regulation means a STB that uses multiple methods of receiving transmission signals with video and audio content, however in a single instance such STB provides only one type of service), DRM shall ensure that the over-the-top (OTT) App and any browser does not get access to the linear television channels offered by the DPO from its own system, and similarly, DRM for IPTV service should not get access to channels delivered through OTT platform. Provided that, all the mandatory requirements for DRM shall be complied by hybrid STBs.
19.	There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split DRM database for creation of more than one instance by a DPO or a vendor.
20.	It must support the following options with reference to uploading of unique access (UA)/MAC ID details in DRM database: (a) A secure un-editable file of MAC ID details, as purchased by the distributor, to be uploaded by the DRM vendor on the DRM server directly, (b) If it is uploaded in any other form, UA/MAC ID in DRM database shall be captured in logs, (c) Further, DRM shall support an automated, application programming interface (API)-based mechanism to populate such UA/MAC ID details in the SMS, without any manual intervention.
21.	It shall be mandatory to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers: Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc
22.	DRM and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database audit trail shall be permanently enabled. Explanation: Database here refers to the database where data and log of all activities related to STB/unique consumer subscription activation, deactivation, subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc., is being stored.
23.	Provision of à-la-carte channels or bouquet: (a) DRM (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode. (b) DRM (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.

24.	DRM and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.
25.	DRM shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.
26.	There shall be unique license key required for viewing, the encryption period for a specific key should be configurable to change at periodic interval in DRM deployed by DPO.
27.	For every change in channels, fresh license keys should be issued by the DRM. License keys issued by DRM should be secure and encrypted. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system.
28.	DRM servers should comply with extant Rules and Regulations including relevant clause under extant provisions (if any) relating to data localisation, data security and privacy. It should not be allowed to connect main DRM server to some other location (India or other country) with some proxy or another server to integrate with SMS and DPO system.
29.	IPTV service delivery may conform to multicast and/or unicast mode. The system configuration should ensure that every television channel is available to every customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such channel at any point of time. STBs/unique consumer subscription with facilities for recording programs shall have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.
30.	IPTV system should not be allowed to deliver linear content to any other device except STB/unique consumer subscription which has been whitelisted in DRM.
31.	The DRM should have following features: (a) It should restrict user to editing. (b) It should restrict user from sharing or forwarding or mirroring the content from the STB/unique consumer subscription. (c) It should disallow user to take screen shots or screen grabs or screen-recording, if technically feasible. (d) It should lock access to authorized STBs/unique consumer subscriptions only. (e) It should have Geo blocking feature. (f) It should be able to set expiry date to recorded content at STB/unique consumer subscription end based on various policies.
32.	The DRM should have the capability of being upgraded over-the-air (OTA) so that the connected STBs/unique consumer subscription always have the most upgraded version of the DRM.
33.	The DPO shall ensure that the DRM is up to date by installing necessary patches, error corrections, additions, version releases, etc. so as to ensure protection of channels and content at all times
34.	No such functionality should be added to or removed from the DRM which compromises security of delivery through its IPTV platform using DRM hybrid STBs/unique consumer subscription. All costs / expenses (by whatever name called) that are required to be incurred or become payable for such upgradation and for delivery/distribution of multi channel television programmes to subscribers shall be borne solely by such DPO. The DPO shall employ all reasonable security systems and procedures to prevent any loss, theft, piracy, un-authorized use, reception or copying of channels or any part thereof and shall notify broadcasters as soon as practicable after it becomes aware that such an event has occurred.
35.	The DRM should not in any way interfere with / invalidate fingerprinting.
36.	DPO shall promptly, and at it sole cost and expense, correct any issues with the DRM (such as bugs, defects, omissions or the like) that prevents subscribers from accessing the DRM hybrid STBs/unique consumer subscription or channels through the DRM hybrid STBs/unique consumer subscription.
37.	DPO shall provide broadcasters with video and audio codecs supported by the DRM hybrid STBs/unique consumer subscription. The DPO shall ensure that no such changes/modifications are made to such codecs parameters that will require broadcasters to incur any expense for delivery of channels / content that are free from viewer discernible problems (including, without limitation, video with no audio, audio with no video or significant signal distortion

38.	DRM should ensure that the hybrid STBs/unique consumer subscription are verifiably located within India by reference to internet protocol address and service address. DRM must ensure and lock the viewership to single device by single STB/unique consumer subscription or any device by ensuring MAC ID based authentication. The DRM must use industry-standard means (including IP-address look-up technology with screening and blocking of proxies (including anonymizing and spoofed proxies)) to prevent delivery of channels to IP addresses outside of India or to proxies.
39.	DRM should ensure that television channels are accessible on STBs/unique consumer subscription of only such subscribers who are then-current, valid subscribers of the DPO, and such confirmation must take place prior to the DRM delivering (or authorizing the delivery of) television channel to the STBs/unique consumer subscription of such subscribers.
40.	Upon deactivation of any subscriber from the SMS, the DRM shall restrict delivery of all programme/services to that subscriber.
41.	The DRM should not have any feature to insert any content (including advertisement, banner on portion of screen, etc) by itself. However, ticker messages for consumer information as regards their services from DPO shall be permitted.
42.	The DRM should not mask/remove any copyright, trademark or any other proprietary information on the channels at the time of their delivery.

The service providers shall ensure that they seek provisioning of after sales services and support through a local entity so as to *inter-alia* provide quick resolution to any technical and piracy related issues, from DRM equipment supplier, while procuring DRM equipment.

iii. DRM Requirements in so far as they relate to fingerprinting for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 3

Sl. No	Fingerprinting requirements under DRM
1.	The DPO shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals
2.	The STB/unique consumer subscription should support both visible and covert types of finger printing.
3.	The fingerprinting should not get invalidated by use of any device or software.
4.	The fingerprinting should not be removable by pressing any key on the remote of STB/unique consumer subscription.
5.	The finger printing should be on the topmost layer of the video.
6.	The finger printing should be such that it can identify the unique STB/unique consumer subscription number or the unique VC number or the MAC ID.
7.	The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), settings, blank screen, and games etc.
8.	The location, font color and background color of fingerprint should be changeable from head end and should be random on the viewing device.
9.	The finger printing should be able to give the numbers of characters as to identify the unique STB/unique consumer subscription and/or the MAC ID.
10.	The finger printing should be possible on global as well as on the individual STB/unique consumer subscription basis.
11.	The overt fingerprinting/watermarking should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
12.	The DRM deployed should be able to generate fingerprinting/watermarking both global fingerprinting as well as targeted channel fingerprinting/watermarking.
13.	The DRM shall support and enable forensic watermarking at STB/unique consumer subscription level.

14.	The DRM shall have the capability to run fingerprinting with at least one fingerprinting every ten (10) minutes on a 24x7x365 basis. DRM should have a feature to publish report of fingerprinting schedule for defined interval. The DPO shall make such report available to broadcaster on request.

iv. DRM Requirements in so far as they relate to STBs/unique consumer subscription shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 4

Sl. No.	STB/unique consumer subscription Requirements for DRM for IPTV services
1.	All STBs/unique consumer subscription should have a DRM content protection.
2.	The STB/unique consumer subscription deployed should be capable to support content decryption, decoding and DRM license evaluation.
3.	The STB/unique consumer subscription should be capable of displaying fingerprinting inserted from Headend through DRM/SMS. The STB/unique consumer subscription should support both targeted channel fingerprinting as well as all global fingerprinting.
4.	The STB/unique consumer subscription should be individually addressable from the Head-end.
5.	The STB/unique consumer subscription should be able to receive messages from the Head-end.
6.	The messaging character length should be minimal of upto120 characters.
7.	There should be provision for global messaging, group messaging and the individual STB/unique consumer subscription messaging.
8.	The STB/unique consumer subscription must be compliant to the applicable Bureau of Indian Standards
9.	The STBs/unique consumer subscription should be addressable over the air to facilitate OTA software upgrade.
10.	The STBs/unique consumer subscription with facilities for recording the programs shall have international standard copy protection system
11.	The STB/unique consumer subscription should have a provision that fingerprinting is never disabled.
12.	The watermarking network logo for all pay channels shall be inserted at encoder end only.
13.	DRM/SMS deployed should be able to send scroll messaging which should be only available in the lower part of the screen.
14.	DRM deployed should be able to geo tag STB/unique consumer subscription deployed in the network for security.
15.	STB/unique consumer subscription should take all commands directly from DRM not from any intermediate servers.
16.	STB/unique consumer subscription while using IPTV infrastructure should not have feature to download (direct or side download) any 3rd party App/APK and should not have access to any browser.
17.	STB/unique consumer subscription should not be able to access the authorization keys from any other source except from the IPTV system through the IPTV closed network. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system
18.	No play store should be accessible for enabling download, etc. when STB/unique consumer subscription, is functioning in the IPTV network.
19.	STB/unique consumer subscription should have copy protection.
20.	DPO system should have capability to maintain un-editable logs of all activity and configurations including download or upgrade of IPTV services App (if any) at STB/unique consumer subscription end

21.	The DRM should not allow delivering linear TV channels on Internet. The delivery of multi channel television programmes should remain in a closed network within the device.
22.	The STB/unique consumer subscription should have forced messaging capability including forced finger printing display.
23.	The DRM hybrid STBs/unique consumer subscription should be tested for the following prior to their seeding in the subscribers' premises: (a) System down testing (b) Error messaging (c) Negative user journey testing (d) Device variance testing (e) Destructive testing (f) Application monitoring testing (g) In-app monitoring testing

H. The Operator to also provide Broadcaster with following documents and information for audit purposes:

(i) Complete Block Diagram of the head end;
(ii) Details of Authorized Area;
(iii) Details of local cable operators ("LCOs") connected with Operator's Platform/network.
(iv) Details of areas in which Operator is providing its services.

Following shall be validated during the audit:

1. Review Complete Network Diagram
2. Undertaking from Operators for all SMS and CAS installed at Head end - issue of Multiple CAS/SMS
3. Certificate from CAS provider for details of super CAS ID and version. Also confirmation with respect to history of hacking
4. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for Authorized Area(s).
5. Review whether live diagram/fibre details of network are captured in SMS system
6. To check if Operator's Finger Printing is available across the network.
7. Confirm whether watermarking network logo for all Channels is available.
8. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
9. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
    - Unique Subscriber ID
    - Subscriber Contract Details - No, Term, Date, Name, Address & contact details
    - Hardware details
10. Review the subscribers' activation/de-activation history in the SMS system
11. Validate if the SMS is integrated with the Conditional Access ("CA") system.
12. Review if all the active and de-active STBs are synchronized in both SMS and CA system.
13. Validate if independent log/report can be generation for active and de-active Smart Cards with the product/channels active in both SMS & CA systems.
14. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
15. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.

16. Validate if the LCO is attached to a Subscriber

17. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels

18. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Broadcasters/Aggregators.

19. In case of non-addressable systems, extraction, examination and evaluation of reports pertaining to channel-wise frequency/band allocation

20. Extraction and Examination of system generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates,

21. Reviews of the following reports are supported by SMS & CA System

    a. Total no of Subscribers - active & de-active separately
    b. De-active subscribers with ageing report
    c. Channel wise Subscribers - total
    d. Channel wise Subscribers - split by package
    e. Revenue by Package/Channel
    f. Subscriber/Revenue Reports by State/City
    g. No of packages/services offered
    h. List of Channels/rates of each package
    i. Rate Card Options offered/Attached with active Subscribers
    j. Historical data reports i.e. activation/deactivation etc.
    k. Free/demo Subscribers details
    l. Exception cases - active only in SMS or CA system

22. Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems

    a. Customer acquisition
    b. Provisioning of the subscriber in authentication, billing and SMS system
    c. Scheme/package change request process
    d. Customer Retention process, if any
    e. Deactivation and churn process

23. Verify the various schemes/packages being offered to customers

    a. Obtain details of all approved schemes/packages and add on which are being offered to customers
    b. Interactions with the Operator's marketing and sales team on how the various channels are being marketed
    c. Any special marketing schemes or promotions
    d. Details of the consumers subscribing to the various schemes/packages, including 'demo'/free/complimentary/testing/promotional subscribers

24. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):

    a. Generation of reports for subscriber declaration for Channels/bouquets
    b. Any reconciliations/checks/adjustments carried out before sending the declarations

25. Analyze declaration reports on a sample basis:

    a. Reconciling the declaration figures with base data from various systems (SMS/ Provisioning/Billing and Authentication systems)
    b. Analyze the computation of average subscribers
    c. Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

26. Analyze the following:

    a. Input and change controls of customer data into SMS
    b. SMS user access controls - authentication, authorization and logging
    c. System logs to identify any significant changes or trail of changes made
    d. Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
    e. System logic for the reports which are inputs to Broadcaster declarations
    f. Channel allocation/fixation to a particular LCN/CDN
    g. Mapping of subscriber id across the CRM and SMS billing system if the same is different across the Systems.
    h. Sample of activation and deactivation request logs
    i. Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/rep)
    j. Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/rep)
    k. Live demo of the queries being put in to the system to generate different reports.
    l. List of CAS and SMS used by Operator in Authorized Area(s). Incase more than one CAS and SMS system is used by Operator for Authorized Area(s), then understand and analyze how the two markets are segregated, controlled, reported and invoiced
    m. Similarly, list of head-ends of the operator providing services in Authorized Area(s) and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
    n. In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS

27. Verification of Broadcaster's FP passing through the Operator's STB.

28. <u>Basic Audit checks to be completed:</u>
    a. "As on Date" reconciliation of VC and STB from complete CAS and SMS for the date of Audit. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in actual numbers as well as percentage of the total base
    b. "Transaction log" reconciliation of VC and STB numbers obtained from logs of complete CAS and Logs of SMS with the subscriber report provided to broadcaster for each month. Any discrepancy should be reported in actual numbers as well as percentage of the total base.
    c. Reconciliation of VC and STB from CAS and SMS for each channel for the date of Audit. Any discrepancy should be reported in actual numbers as well as percentage of the total base
    d. Reconciliation of VC and STB numbers for each channel obtained from Logs (Transactional logs as well as configuration logs) of complete CAS and SMS Logs with the broadcasting report of each month. Any discrepancy should be reported in actual numbers as well as percentage of the channel count reported.
    e. A 3 way reconciliation on channel wise count of broadcasting report, CAS and SMS should be done at count level for the day of Audit as well as historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.
    f. Auditor to highlight if any free access (to be defined) channels are available
    g. Auditor to compare VC's from SMS and compare with the VC's on which payment has been received through prepaid system from the customer in last 6 months. Any cases where payment has been received for the month but no VC appearing in active SMS data for the month should be reported as exception

29. <u>Basic hygiene checks for Audit:</u>
    a. Operator to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors
    b. Operator to allow auditors to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
    c. Operator to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
    d. All data from CAS and SMS server should be extracted by auditor in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS & SMS servers.
    e. A screen shot of the queries that are run should be part of the data stored with password protected\data extraction queries scripts and explanation of terminology to be preserved and also provided to the broadcasters along with the audit report and data stored with password protected.

f. Auditor and Broadcaster representative should be physically present during the extraction of CAS & SMS data and should not leave the data extraction activity to CAS & SMS vendors.

g. All data to be extracted from backend using queries or verify the data obtained from SMS/CAS frontend by writing queries on the backend database after understanding the table structure:
    - As on date Active and De-active Subscriber count in the network
    - As on date Active and De-active counts with STB/VC with location specific report
    - As on date Active and De-active Channel and package wise subscriber count and a report containing details of such STB/VC
    - Historical month-end active and de-active STB/VC wise subscriber counts and a report containing details of such STB/VC for the audit period
    - Historical month-end active and de-active package and channel-wise subscriber counts and a report containing details of such STB/VC for the audit period
    - As on date channel composition of packages
    - Channel composition of packages for historical period (audit period)
    - Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp
    - Inventory of all the VC/UA/Mac ID from the SMS server

SPN/IPTV/AGR/24-25/M/2060

Final Audit Report 2024-10-21

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REFERENCE INTERCONNECT OFFER ("RIO")

This RIO is issued and published by Culver Max Entertainment Private Limited *(formerly known as Sony Pictures Networks India Private Limited)* ("**Broadcaster**"/ "**CME**) (for and on its behalf and on behalf of its Affiliates (defined hereinbelow) under authorization) pursuant to The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017 ("**Interconnection Regulations**"), The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 (collectively referred to as "**2017 Regulations**") read with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020 dated January 1, 2020, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020 dated January 1, 2020, The Telecommunication (Broadcasting And Cable) Services Standards Of Quality Of Service And Consumer Protection (Addressable Systems) (Third Amendment) Regulations, 2020 dated January 1, 2020 (collectively referred to as "**January 2020 Amendments**") and The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 dated November 22, 2022 and The Telecommunication (Broadcasting And Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 dated November 22, 2022 (collectively referred to as **"November 2022 Amendments"**). 2017 Regulations, January 2020 Amendments and November 2022 Amendments shall hereinafter collectively referred to as the "**New Regulatory Framework**", (as may be amended from time to time).

The terms mentioned in this RIO constitutes all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster's Available Channels to Subscribers in terms of the Regulations. As per Regulation 10 (5) and (6) of Chapter IV of the Interconnection Regulations, those distribution platform operators desirous of obtaining signals of Broadcaster's Available Channels shall make an online request by filling in the requisite application form (via the Broadcaster website viz., https://www.sonypicturesnetworks.com/compliance). The Operator shall along with the requisite application form, also submit documentary evidence / technical compliance report showing that the Operator's addressable systems to be used for distribution of Broadcaster's Available Channels meet the requirements specified in the Schedule III or the Schedule X or both, as the case may be, of the Interconnection Regulation. On receipt of the request from the Operator in the requisite format along with mandatory documents, Broadcaster and the Operator will enter into the Interconnection Agreement attached hereto containing all the terms and conditions on an "as-is" basis and without making any unilateral changes/modifications. In the event the Broadcaster is in receipt of an Interconnection Agreement signed and sent by the Operator with their unilateral changes, such Interconnection Agreement shall be deemed void ab-initio and non-binding. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of Broadcaster's Available Channels, the Operator shall not be in default of payment to Broadcaster in terms of second proviso of regulation 3(2) of the Interconnection Regulations. Accordingly, the Operator shall not have any outstanding amounts due and payable to Broadcaster in terms of the existing agreement(s) as on the date of execution of this RIO, unless the Broadcaster at its sole discretion grants additional time to the Operator to remit the outstanding amount on just and equitable grounds.

For the convenience of the Operator the Broadcaster has facilitated execution of the Interconnection Agreement through the process of e-signature. The e-signature process shall be initiated by the Broadcaster once the request for availing the signals of the Channels of the Broadcaster is received from the Operator. The Interconnection Agreement shall be first signed by the Operator through the e-signature process and thereafter the same shall be signed by the Broadcaster. Such Interconnection Agreement shall be binding only after it is counter-signed by the Broadcaster. It is further clarified that any signed Interconnection Agreement from the Operator shall not be legally binding (i) if the Interconnection Agreement sent by the Operator has any unilateral changes and/or (ii) if the said Interconnection Agreement is received after a new version of RIO/ Interconnection Agreement is uploaded by the Broadcaster on its website. In the event the Broadcaster modifies and uploads a revised RIO/ Interconnection Agreement on its website, any unexecuted interconnection agreement shall be null and void.
In the event there is any change in the Applicable Laws, the Broadcaster shall revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement covering all such revisions/ modifications/ alterations shall be executed between the Parties. In such an event, this RIO and / or the existing agreement shall automatically be null and void.

It is further clarified that in order to be eligible to execute the Interconnection Agreement, the Operator must be compliant with all Applicable Laws.

This RIO read along with the Interconnection/Subscription Agreement attached hereto is being published by the Broadcaster for its Available Channels and also for Available Channels of its Affiliates under authorisation from the respective broadcaster**,** in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Upon signature of the Operator and counter signature by the Broadcaster, the Interconnection Agreement shall become

binding on the Parties and enforceable at law. Both the RIO and the Interconnection/Subscription Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO. This RIO supersedes previous RIO/Interconnection Agreement executed between the Parties and which was uploaded on the Broadcaster website.

By executing this RIO, the Operator declares and undertakes that-

(i) The Operator is compliant with the Applicable Laws and holds necessary licenses/permissions for rebroadcasting/retransmitting the signals of Broadcaster's Available Channels;
(ii) The Operator is financially solvent and capable of discharging its payment obligations under this RIO;
(iii) The Operator has not been convicted of any offence by any competent court;
(iv) The Operator has furnished all relevant documents/information along with the signed copy of this RIO

The Broadcaster has designated the following persons for receiving the request for interconnection from the distribution platform operators ("DPOs") viz., multi-system operators ("**MSO**"), direct-to-home ("**DTH")** Operators**,** internet protocol television ("**IPTV**") Operators and headend-in-the-sky ("**HITS")** Operators and their grievance redressal pertaining to this RIO/Interconnection/Subscription Agreement.

For MSOs:

Sr. No.	Name of the Designated official	Contact no.	Email id	Name of the State/Territory for which the official is designated
1	Subhadip Bhattacharyya	9899200055	Subhadip.Bhattacharyya@setindia.com	Dadra and Nagar Haveli and Daman and Diu, Gujarat, Maharashtra (excluding the region of Vidarbha), Goa, West Bengal, Assam, Bihar, Jharkhand, Manipur, Meghalaya, Mizoram, Arunachal Pradesh, Nagaland, Odisha, Sikkim, Tripura, Andaman and Nicobar Islands, Uttar Pradesh, Uttarakhand, Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Punjab, Rajasthan
2	Nageshwar Raju	7569556789	Nageshwar.Raju@setindia.com	Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Puducherry, Tamil Nadu, Telangana, Madhya Pradesh, Chhattisgarh, Vidarbha region of state of Maharashtra

For DTH Operator/IPTV Operator/HITS Operator:

Name of the Designated official	Contact no.	Email id	Name of the State/Territory for which the official is designated
Rohit Arora	9811822080	Rohit.Arora@setindia.com	All India

Note: If Operator is an MSO and/or DTH Operator and/or IPTV Operator and/or HITS Operator, then it shall execute separate interconnection agreement for each type of its Platform for availing signals of the Channels.

**Execution of this RIO and provision of signals under this RIO shall not amount to a waiver by Broadcaster of its right to claim all outstanding subscription fees under the erstwhile agreement/s and Broadcaster shall be within its rights to claim the same including termination of this RIO, as per applicable law, for non-clearance of all outstanding dues under the erstwhile agreement/s.*

Agreement Number : SPN/IPTV/AGR/24-25/M/2060

RIO Version Number : 22

Customer Code : C1265

INTERCONNECTION /SUBSCRIPTION AGREEMENT

This Interconnection/Subscription Agreement (the "**Agreement**") is executed (on the date herein below mentioned) by and between:

A. **Culver Max Entertainment Private Limited *(formerly known as Sony Pictures Networks India Private Limited)***, a company incorporated under the Companies Act, 1956, having CIN: U92100MH1995PTC111487 and registered office at 4th Floor, Interface Building No. 7, Off Link Road, Malad West, Mumbai – 400064 (hereinafter referred to as the "***Broadcaster***" /***"CME "***, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns); of the First Part and

B. SKYLINK NETWORKS, having its registered office as specified in Schedule B hereinafter referred to as ***"Customer/Operator/DPO"***, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns) of the Second Part.

The Broadcaster and the Operator shall singularly be referred to as a "**Party**" and collectively as the "**Parties**".

RECITAL:

A. The Broadcaster is, inter-alia, engaged in the business of broadcasting and distribution of satellite based Available Channel(s)/service(s) and has exclusive right to market and distribute the Available Channel(s)/service(s) to various Subscribers and users of the Available Channel(s)/service(s) in India.

B. The Operator is in the business of retransmitting the signals of television channels on its distribution Platform (as defined herein) and is desirous of retransmitting the signals of the Broadcaster's Available Channels to their respective Subscribers.

C. The Broadcaster has the requisite power and authority to enter into this Agreement with the Operator and create the mutual rights and obligations that are contractually binding in nature and legally enforceable at law.

D. The Operator represents to Broadcaster that it is authorized to re-transmit signals of satellite television channels through its Platform in the Authorized Area(s) and possesses requisite Operator's License in this regard.

E. The Operator further represents that it is in compliance with all Applicable laws and has completed and satisfied the requirements under the Interconnection Regulations and is desirous of carrying the Channels on its Platform for re-transmission amongst its Subscribers in the Territory.

F. Relying upon the Operator's representations, the Broadcaster has agreed to grant a non-exclusive license to the Operator to re-transmit the Channels on the Platform strictly subject to and in accordance with the terms and conditions of this Agreement and Applicable Laws.

NOW THEREFORE, in consideration for the mutual promises and convents set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

1. Definitions:

The following terms used in this Agreement shall have the meaning as set forth below. Any term used herein but not defined expressly shall have the meaning ascribed to it in under the New Regulatory Framework, Cable Television Networks (Regulations) Act 1995 and Cable Television Networks Rules 1994.

1.1 "***Active Subscriber***" means a subscriber who has been authorized to receive signals of subscribed television channels as per the subscriber management system /CAS of the Operator and whose set top box has not been denied signals;

1.2 "***Affected Channels***" shall have a meaning assigned to it in Clause 15.7;

1.3 "***Affiliate***" of a Party shall mean any other person that, either directly or indirectly through one or more intermediate persons, controls, is controlled by or is under common control with such Party.

For the purpose of this Agreement, Affiliates of the Broadcaster shall mean Bangla Entertainment Private Limited (owning channels Sony Aath and Sony Marathi) and MSM-Worldwide Factual Media Private Limited (owning channels Sony BBC Earth SD and Sony BBC Earth HD).

1.4 "***A-la-carte/A-la-carte Channels***" shall mean offering of the Available Channels individually on a standalone basis;

1.5 "***Anti-Bribery Laws***" shall have a meaning assigned to it in Clause 19.15 of this Agreement;

1.6 "***Anti-Piracy Obligations***" shall mean the obligations contained in Clause 9 and Schedule D of this Agreement;

1.7 "***Applicable Laws/Authority***" shall mean any and all laws, regulations, directions, notifications, guidelines or orders, including amendments thereto, enacted or issued by the Government of India or any of its constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and TDSAT (both defined hereinbelow), Ministry of Information and Broadcasting (MIB), Department of Telecommunications (DoT), or any other body or authority or laws, rules, regulations that may be come into effect for regulating the broadcasting and distribution of channels in India;

1.8 "***Authorised Area(s)/Territory***" shall mean such geographical area/location of India as indicated in Schedule A;

1.9 "***Available Channel(s)***" shall mean the linear, satellite delivered and advertiser-supported standard definition and high definition pay and free to air television channels (if any) owned and/or operated by the Broadcaster and its Affiliates in accordance with the Applicable Laws, which are offered either a-la-carte or in a bouquet, a list of which is provided in Schedule A (which may be amended from time to time);

1.10 "***Average Active Subscriber Base***" means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Schedule C attached to this Agreement.

1.11 ***"Audit"*** shall mean Pre-Signal Audit, System compliance and subscription audit referred to in Clause 10 of this Agreement, to be conducted by the Operator and/or the Broadcaster, of the distribution Systems/Platform of the Operator, including but not limited to CAS, SMS, encryption systems, content protection systems etc. as per Applicable Laws.

1.12 "***BIS***" shall have meaning assigned to it in Clause 11.1 (xxi);

1.13 ***"Bouquet***" shall mean an assortment of distinct Available Channels, offered by the Broadcaster to the Operator together as a group as set out in Schedule A, (which may be amended from time to time);

1.14 "***Cable TV Act***" shall mean Cable Television Networks (Regulation) Act, 1995;

"***Cable Service" or "Cable TV Service***" means the transmission of programmes including retransmission of signals of television channels through cables;

"***Cable Television Network" or "Cable TV Network***" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers

1.15 ***"CAM"*** shall mean the conditional access module provided by Broadcaster (if applicable) to the Operator required for downlinking and accessing the Channels;

1.16 "***CAS***" / "C***A System"*** shall mean the conditional access system maintained by the Operator which: (a) has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; (b) scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels by those not paying for the service; (c) which is a control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific

channels, data, information or services to paying Subscribers and (d) meets the requirements set our under Schedule D and E and complies with the terms of this Agreement and Applicable Laws including Interconnection Regulations;

1.17 "***Channels/ Subscribed Channels***" shall mean the a-la-carte and/or the Bouquet of the Available Channels and/or those Available Channels that are selected by the Operator on A la Carte basis, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule A) consisting of the list of Available Channels and the Bouquet; it being agreed that if any designated box against an Available Channels/Bouquet is left unmarked, it shall be deemed to have not been selected by the Operator for the purposes of this Agreement. For purposes of clarity, the selected Available Channel on an A la Carte basis and/or Bouquet in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which Broadcaster shall grant license to the Operator in accordance with the terms of this Agreement;

1.18 ***"Channel Marks***" shall mean trade names, trademarks, logos and service marks owned by Broadcaster and its Affiliates in connection with the Available Channels;

1.19 "***CPE***" shall have meaning assigned to it in Clause 2.18 of Schedule D;

1.20 ***Confidential Information"*** means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, intellectual property, transactions or affairs of a Party or any of its Affiliates, (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) (b) any material or information disclosed by either Party for the purposes of this Agreement (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

1.21 "***DAS***" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the subscriber on the explicit choice and request of such subscriber;

1.22 "***Disconnection Notice***" shall mean a written notice of twenty one (21) days from the date of the written notice which is required to be given in accordance with the Applicable Laws by: (a) the Operator to Broadcaster if Operator wishes to disconnect the signal of and stop distribution on its Platform the Channels due to Broadcaster's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) Broadcaster to the Operator if Broadcaster wishes to disconnect the signal of any or all Channels and stop making available the Channels to the Operator due to Operator's breach of this Agreement;

1.23 "***Due Date***" shall have meaning assigned to it in Clause 6.1 of this Agreement.

1.24 ***"Distribution Margin"*** shall mean the Operator's share of revenue for the distribution of Subscribed Channels to Subscribers. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s).

1.25 ***"Distributor Retail Price"*** means the price excluding taxes declared by a distributor and payable by a Subscriber for A-la-carte pay Channel or Bouquet of pay Channels as the case may be.

1.26 ***"DRM"*** means digital rights management which is a comprehensive set of hardware and software technologies, which provides protection of content ownership to the content provider by inter alia preventing unauthorized redistribution of digital media by embedding code that prevents copying, specifying a time period in which the content can be accessed and restricting the sections of the content a viewer can see or limiting the number of devices the media can be installed on along with controlling geographical areas and offline usage restrictions.

1.27 "***Encryption System***" shall have meaning assigned to it in Clause 4.3 and further as detailed in Schedule B and Hardware Form;

1.28 "***EPG***" shall mean electronic programme guide as defined under the Interconnection Regulations i.e. a program guide maintained by the distributors of television Channels that lists television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows Subscribers to navigate and select such Channels and programmes;

1.29 ***"Equipment***" shall mean any and all hardware/software and other devices and including but not limited to the IRDs, PIRDs, CAMs and the Viewing Cards;

1.30 ***"Empaneled Auditor"*** means auditor empaneled by the Authority/TRAI for conducting audit of the Systems (defined hereinbelow) of the Operators.

1.31 "***Force Majeure Event***" shall mean any unforeseeable act, cause, contingency or circumstance which is beyond the reasonable control of the Parties herein , including, without limitation, any acts of governmental action, order or restriction (whether international, national or local), war (whether or not declared) or warlike situation, public strike, riot, labour dispute, act of God, earthquake, tides, storm, lightening, flood, drought, cyclone or any natural calamity, explosion, fire, sabotage, lockdown, quarantine, epidemic, pandemic, arson, civil disturbance/commotion, public disaster, public transportation dispute, satellite failure/jamming or transponder failure or acts due to any law, rules, regulations (including enactment), lawful orders or directives of the government of any States or the order of any court of competent Jurisdiction and/or any acts of similar nature, which may affect the transmission of Available Channel(s) by Broadcaster;

1.32 "***Fingerprinting***" shall have meaning assigned to it in Clause 2 of Schedule D;

1.33 ***"Free-to-Air Channel/FTA"*** means an Available Channel (if any) which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television Channels to the Broadcaster for signals of such Channel.

1.34 "***Hardware Form***" shall mean the form in the prescribed format (as provided in Schedule F enclosed herewith) which shall be provided to the Operator containing the details of the Equipment's used to receive the signals of the Channels subscribed by the Operator from the list of Available Channels of the Broadcaster and which shall form an integral part of this RIO.

1.35 "***Insertion***" shall have meaning assigned to it under Clause 4.2 (c)

1.36 ***"Intellectual Property***" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Available Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Available Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Available Channels;

1.37 "***Interconnection Regulations***" shall have meaning assigned to it at the beginning of this Agreement;

1.38 "***IRDs***" or "***DSRs***" shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels i.e., an authorization device which is owned, operated and supplied by Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the Operator;

1.39 "***Independent Affiliate***" shall mean an operator who is or was availing the signals of the Broadcaster Channels directly from the Broadcaster in terms of a separate interconnection agreement between the Broadcaster and such operator.

1.40 ***"Incentive Scheme***" shall mean various incentive(s) as detailed in Schedule A1 of the Agreement.

1.41 ***"Incentive Qualifying Reports***" shall mean the complete and accurate reports which the Operator, opting for Incentive Schemes under this RIO has to compulsorily provide to Broadcaster in both pre-defined and non-editable PDF format, on or before the stipulated deadline, to avail the incentive and as more specifically defined in Schedule C.

1.42 "***Maximum Retail Price***" or "***MRP***" with respect to each Channel or bouquet of Channels for the purpose of this Agreement availed on A-la- carte basis or bouquet basis shall mean the maximum retail price, excluding taxes/cess, payable by a Subscriber of such Subscribed Channel, as set forth in Schedule A, as may be amended from time to time;

1.43 "***Monthly Subscription Fee***" shall have meaning assigned to it in Clause 5.1 of this Agreement;

1.44 ***"Multi TV Home"*** means a household having more than one TV connection or set top box in the name of one person;

1.45 **"*MRP*"** means Maximum Retail Price of the Channel/ Bouquet per Subscriber per STB per month (excluding all applicable taxes) (in Rs.)

1.46 ***"New Channels"*** shall mean the new television channels of Broadcaster that may be launched and offered by Broadcaster in future, after the date of execution of this Agreement.

1.47 ***"Operator's License"*** shall mean license granted to the Operator by the Ministry of Information and Broadcasting or such other competent authority, details as mentioned in Schedule B;

1.48 "***OSD***" shall have meaning assigned to it in Clause 11.1 (xi) and further detailed in Schedule D;

1.49 **"*OPR*"** means Operator Rate payable to the Broadcaster per Subscriber per STB per month (excluding all applicable taxes) (in Rs)."

1.50 "***Piracy***" shall have meaning assigned to it in Clause 9.1 of this Agreement;

1.51 "***Piracy Event***" shall have meaning assigned to it in Clause 3 of Schedule D;

1.52 "***Platform***" shall mean, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator's HITS Service, with respect to DTH Operator, such DTH Operator's DTH Service and with respect to IPTV Operator, such IPTV Operator's IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

*"**DTH Operator**" shall mean a company that has been granted license by the Central Government to provide DTH Service.*

*"**DTH Operator's DTH Service**" means distribution of television channel programmes by using a Ku-band direct-to-home satellite transmission system by providing television signals directly to Subscriber's premises without passing through an intermediary such as cable operator or any other distributor of television channels.*

*"**HITS Operator**" shall mean any person permitted by the Central Government to provide HITS service.*

*"**HITS Operator's HITS Service**" shall mean re-transmission of signals of television channels to (i) intermediaries like local cable operators or multi system operators by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks.*

*"**IPTV Operator**" shall mean a person permitted by the Central Government to provide IPTV service.*

*"**IPTV Operator's IPTV Service**" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.*

*"**MSO**" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators.*

"***MSO's Digital Addressable Cable Television Network***" *means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the Subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the Subscriber on the explicit choice and request of such Subscriber.*

1.53 ***"Primary Market(s)"*** shall mean in relation to Subscribed Channel(s), certain Specified States/All India/parts thereof (as the case maybe), which have been denoted as Primary Market(s) as specified in Schedule A1;

1.54 **"*Provisional Invoice*"** shall have meaning assigned to it in Clause 6.3;

1.55 ***"Platform Services"*** shall mean programs transmitted by distribution platform operators (MSOs) exclusively to their own subscribers and does not include Doordarshan channels and registered TV channels. Platform Services shall not include foreign TV channels that are not registered in India

1.56 "***PIRD***" shall mean Professional Integrated Receiver Decoder possessing various additional features (which consumer IRDs lack) such as SDI output, ASI output/input, TSoIP etc and which are required for downlinking and accessing the Channels i.e., an authorization device which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the Operator;

1.57 "***Pre-Signal Audit***" shall mean the audit carried out by the Operator before the grant of signals of Channels by the Broadcaster, of Operator's subscriber management system, conditional access system and other related systems to confirm inter alia whether such systems are in compliance with the New Regulatory Framework and Audit Manual;

1.58 "***Rate***" shall have meaning assigned to it in Clause 5.1;

1.59 "***Recorder***" shall mean either a personal video recorder (PVR) or digital video recorder (DVR) which must satisfy the following features:

(a) Audio-visual content shall not be allowed to be recorded without finger printing and watermark logo of the Platform and such finger printing and watermark logo shall be displayed during playout;
(b) Recorded audio-visual content must be encrypted in a secure manner on the Recorder which shall not play on any other devices other than the concerned Recorder;
(c) Audio-visual content of a Channel shall not be permitted to get recorded if the concerned subscriber's subscription of such Channel is not active; and
(d) Set Top Box provided by the Operator must not allow a Subscriber to install third party application/software on the set top box;
(e) there is no automatic advertisement skipping function and there is any mechanism whereby DVR and or PVR have a store and forward function;
(f) should have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.

1.60 "***RIO***" means reference interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean this reference interconnect offer published by the Broadcaster specifying terms and conditions on which the Operator may seek signals of the Available Channels of the Broadcaster.

1.61 "***Security Deposit***" shall have a meaning assigned to it in Clause 8.2 of this Agreement;

1.62 "***Set Top Box***" or "***STB***" means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form the Channels through an addressable system;

1.63 ***"Smart Card"*** means, in relation to a Subscriber, a card or other device issued by the Operator to Subscriber when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the Operator.

1.64 "***SMS***" shall mean the subscriber management system which is a system or device of the Operator which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber; maintained by the Operator in accordance with the Applicable Laws and strictly in accordance with the provisions set out under Schedule D and E;

1.65 "***Subscriber(s)***" shall mean an Active Subscriber(s) in the Authorised Area(s) who receives signals of the Subscribed Channel(s) from the Operator's Platform (directly and/or through its sub-operators known as local cable operators (LCO) who is a person registered under Rule 5 of the Cable Television Networks Rules, 1994) at a place indicated by such Active Subscriber without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place (including Multi TV Home, as defined herein), for receiving the subscribed broadcasting services, shall constitute one Subscriber;

As regards the issue relating to supply of signals of Broadcaster's channels to the commercial subscribers, the Broadcaster has filed an appeal before the Honourable Supreme Court of India against the order of Honourable Telecom Disputes Settlement and Appellate Tribunal (TDSAT) in Broadcasting Appeal No. 4 of

2015 (M.A. Nos. 15, 120 & 121 of 2016) and therefore the same shall be subject to the outcome of the said appeal.

1.66 ***"Subscriber Report***" shall have meaning assigned to it in Clause 6.3;

1.67 "***Suspended Channels***" shall have meaning assigned to it in Clause 15.10;

1.68 ***"Subscription Audit"*** shall have meaning assigned to it in Clause 10.1;

1.69 "***Technical Validation*** " shall have meaning assigned to it in Clause 9.2;

1.70 "***Term***" shall mean such time period as specified in Schedule A or such extended term as may be mutually agreed between the Parties in writing, unless terminated earlier in accordance with the provisions contained herein after.

1.71 "***TRAI***" shall mean Telecom Regulatory Authority of India;

1.72 "***TDSAT***" shall mean Telecom Disputes Settlement and Appellate Tribunal;

1.73 "***Validation Form***" shall mean Validation Form set forth in Schedule A;

1.74 "***Viewing Card*****" or "*****VC***" shall mean the smart card provided by Broadcaster to the Operator to be used together with the IRD/PIRD in order for the Operator to access and decode the signals of the respective Channels; and

1.75 **"*Withheld Programs*"** shall have meaning assigned to it in Clause 4.6(d).

2. Rules of Interpretation

Unless the context of this Agreement otherwise requires:

2.1 the Schedules shall form an integral part of this Agreement;
2.2 the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
2.3 words using the singular or plural number also include the plural or singular number, respectively;
2.4 words of any gender are deemed to include the other gender;
2.5 the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;
2.6 the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
2.7 any reference to a "person" includes natural persons, proprietorship concern, partnership firm, companies, LLP's, associations, societies, HUFs, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
2.8 if a period of time is specified and it dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;
2.9 if a Party must do something on a given day, the Party must do it by 6:00 pm on that day (unless this Agreement expressly states otherwise). If a Party does the thing after 6.00pm on a day the Party shall be treated as not having done it until the next day save and except where a Party has done something by sending an email to the other Party;
2.10 a reference to "writing" includes email, except as expressly provided otherwise;
2.11 reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time;
2.12 the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases;
2.13 the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings; and
2.14 All other words and expressions used in this Agreement not defined herein, and defined in the Act and rules and regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

3. Grant of Rights

3.1. The Operator shall request for the signals of Channels of the Broadcaster by making an online request by filling in the requisite application form (via the Broadcaster's website viz., https://www.sonypicturesnetworks.com/compliance). along with providing mandatory documents pursuant to New Regulatory Framework.

3.2. Subject to the payment of Monthly Subscription Fee and strict compliance of the terms of this Agreement by the Operator, Broadcaster hereby grants to the Operator a non-exclusive, non-transferrable, limited license and right during the Term and in the Authorized Area/Territory (as mentioned in Schedule A) and the Operator accepts the said license, right and obligation, to distribute, carry and retransmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis.

3.3. Upon grant of signals from the Broadcaster, the Operator shall mandatorily offer the Subscribed Channels on its distribution system to the Subscribers on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 (as amended from time to time) ("**QoS Regulations**").

3.4. The Operator availing the subscribed Bouquet shall not break such Bouquet of pay Channels while offering the same to its Subscribers. The Operator shall declare Distributor Retail Price per month for each of the subscribed A-la-carte Channel and/or subscribed Bouquet, payable by the Subscribers. In the event the Operator intends to change the Subscribed Channels of the Broadcaster on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by sending a written request (email permitted) to the Broadcaster in the format as may be prescribed by the Broadcaster (email permitted) and the Broadcaster may consider such request suitably.

3.5. Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by Broadcaster to the Operator under this Agreement:

- shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Operator to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;
- is limited to the re-transmission of the Channels on "as is" basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;
- shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;
- shall exclude time shifting of the programming of the Channels; and
- shall exclude the multiplexing of the Channels.

3.6. All other rights and means of distribution not specifically and expressly granted to Operator are expressly excluded and reserved by the Broadcaster.

3.7. The Operator is not authorized to sub-license the rights and license granted hereunder to any third party or any person (including its Affiliates) without prior written approval of Broadcaster.

3.8. The Operator understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Operator submitting with Broadcaster the information and documents specified in Schedule B at the time of submitting the signed copy of this Agreement**.** The Operator also warrants that addressable system installed meets the requirements as specified in Schedule III or Schedule X or both, as the case may be, of the Interconnection Regulations (as amended from time to time).

3.9. The Operator shall not "push" content onto the Set Top Box ("STB") nor shall there be automatic advertisement skipping function nor the Operator shall create a virtual Video on Demand (VoD) or other on demand service in respect of Channel(s).

3.10. Notwithstanding anything contained herein and to the extent permitted under the extant laws and

regulations, Broadcaster shall, during the Term, have the right to: (a) discontinue any Available Channel comprising of the Available Channels or Bouquet comprising of the Available Channels; and (b) modify any existing Bouquet of the Available Channels by adding new channels that may be launched by Broadcaster or by removing any Available Channel from a Bouquet; and (c) launch new channels and/or bouquets comprising of the Available Channels. The Parties agree that the Monthly Subscription Fee payable by the Operator to Broadcaster may vary in the event of launch of a new channel and/or new Bouquet.

In the event Broadcaster introduces any New Channel(s)/Bouquet(s), Broadcaster shall publish the relevant information on its website as per Applicable Law. In the event the Operator intends to avail the New Channel(s)/ Bouquet(s), the Operator may do so by sending a written request (email permitted) to the Broadcaster in the format as may be prescribed by the Broadcaster (email permitted) and the Broadcaster may consider such request suitably.

3.11. The Operator agrees to offer the Subscribed Channels in the Territory as set out in Schedule A. The Operator shall not extend its operations beyond the Territory or connect any Affiliates or LCOs beyond the Territory without any prior written intimation to the Broadcaster. In the event, the Operator desires to extend its operation beyond the Territory or connect any Affiliates or LCOs beyond the Territory ("New Territory"), the Operator shall send a written request (email permitted) to the Broadcaster in the format as may be prescribed by the Broadcaster (email permitted), addressed to the designated salesperson for that Area/Territory and the Broadcaster may consider such request suitably.

3.12. The Operator shall be permitted to extend its operations to New Territory, as per Applicable Law by distributing the Channels in such New Territory after thirty (30) days' from the date of receipt of such written notice by the Broadcaster (provided no objection has been raised by the Broadcaster). The said notice shall be deemed to be an addendum between the Parties for additional areas to be serviced by the Operator, which shall form an integral part of this Agreement and the New Territory shall be deemed to be a part of Schedule A. Also, the terms of this Agreement shall automatically apply to such additional areas

Provided that such areas fall within--
(a) the Registered Area of operation of the Operator; and / or
(b) the States or Union Territories in which the Operator has been permitted to distribute the signals of television channels under this Agreement.

3.13. It is hereby clarified that in the event where the distribution of the Channels is done by the Operator in the New Territory without provision of thirty (30) days' advance written notice to the Broadcaster, as referred herein above, the Operator shall deemed to be in breach of the terms of this Agreement and such distribution shall be treated as unauthorized and unlawful and the Operator shall be liable for appropriate penal action as per the Applicable Law / Regulations.

3.14. In the event Broadcaster raises written objection with reasons for adding proposed New Territory and objects to the extension of operations of Operator to the proposed New Territory and the Operator receives the same within the said 30 (thirty) days notice period, the Operator shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory i.e. in such additional area(s). If the Operator re-transmits the signals of the Subscribed Channels in the proposed New Territory despite receiving written objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of Broadcaster's rights under the Copyright Act

4. Delivery and Security

4.1 Conditions of Distribution

1. The Operator hereby agrees, covenants and warrants that it shall re-transmit and distribute the Channels to the Subscribers strictly in accordance with the following terms:

(a) the signals of all the Channels must be delivered by the Operator to Subscribers in a securely encrypted manner on its Platform in linear mode using such technology which shall meet the requirements of Schedule D at all times during the Term.
(b) the transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the signals of the Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same *genre* of the Channels on the Platform. Also, the audio level of the Broadcaster's Channels should be at par with any other channel of the competitor available on Operator's Platform;
(c) the Operator shall maintain first-class signal transmission quality of the Channels for distribution to the

Subscribers in accordance with the highest international industry standards and Applicable Laws;

(d) the Operator agrees that it shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute of such Channel;

(e) the Operator shall further make available the Channels to the Subscribers on 24/7/365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to any of the Channel(s) in accordance with the Applicable Laws;

(f) the Operator shall not use any interactive technology or other interferences (such as red button) or redirect traffic from the Channels in any manner, whether for content or for promotion, without express permission from Broadcaster;

(g) the Operator undertakes and covenants that it shall not compel its Subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all of the Channels;

(h) the Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a channel- by-channel and STB by STB basis;

(i) the Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense;

(j) The set-top boxes, installed CAS microchip used by the Subscribers and content protection systems shall prevent digital output copying or any other unlawful usage.

(k) The Operator shall transmit the signals of Channels only to Authorized Subscribers i.e. subscribers authorized by the Operator through the Platform. The Operator shall not be permitted nor shall be entitled to activate the STB/ provide signals of any Channels to any such subscribers who have not submitted the requisite documents including subscriber Know Your Customer ("KYC") documents, as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle the Broadcaster to disconnect its channels by giving written notice for non-compliance to the Operator; and

(l) The Parties acknowledge and agree that in the event the Operator intends to make any changes to the addressable system's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the Operator shall intimate the same to the Broadcaster (email permitted).

2. Infrastructure Sharing by Operator:

Where Operator shares its Platform infrastructure with any other operator or where the Operator avails the infrastructure facility from any other operator, the same shall be in accordance with and subject to complete compliance with:

(i) the Guidelines for providing Headend-in-the Sky (HITS) Broadcasting Service in India dated 26th November, 2009 read with its Amendment dated 6th November, 2020, formulated by MIB (as may be amended from time to time);

(ii) the Guidelines for Sharing of Infrastructure by Multi-System Operators dated 29th December, 2021 formulated by MIB (as may be amended from time to time);

(iii) the Operational Guidelines for Direct-To-Home (DTH) Broadcasting Services in India dated 16th September, 2022, formulated by MIB (as may be amended from time to time);
*(pt (i), pt (ii) and pt (iii) shall collectively hereinafter be referred to as "**Guidelines**")*

(iv) any other regulations/guidelines as may be issued by the Authority from time to time in connection with infrastructure sharing amongst distribution platform operators;

(v) the provisions laid down under Schedule D of the Agreement

4.2 No alteration of signals

(a) The Operator agrees to carry the Channels in their entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture quality degrading, picture squeezing or re-sizing, change in audio level, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions except as authorized in advance in writing by Broadcaster. The Operator shall not redistribute any portion of the Channels except as specifically authorized by Broadcaster in writing.

(b) The Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channels or any portion of the Channels for any purpose, or copy and store the content of the Channels on any storage device in any medium. Further the Operator shall not enable or otherwise permit Subscribers to do any of the foregoing acts except that the Operator can provide Recorder facility to the Subscribers in accordance with the Interconnection Regulations, provided use of such Recorder is regulated by agreement between the Operator and the Subscriber and is strictly only for non-commercial

and private viewing by the Subscriber. The usage of the Recorder is permitted only to the limited extent for the benefit of the subscribers as stated herein.

(c) The Operator agrees and undertakes not to obscure, superimpose or otherwise alter the indents or logos of the Channels in any manner whatsoever. The Operator is allowed to only add/insert its own trademark or logo in the form of a translucent watermark ("***Insertion***") while re-transmitting and distributing the Channels on the Platform provided such Insertion shall be subject to the following conditions:

i. The Insertion shall be inserted on all other channels distributed on the Platform by the Operator;
ii. At any point in time, there will only be a single Insertion;
iii. The Insertion shall not be more prominent than the respective Channel's logo;
iv. The placement and size of Insertion shall not be different from the placement and size of Insertion on any other channels distributed on the Platform; and
v. The Insertion shall not obscure or overlay the Channels' logos or any programme that appears on the Channels.

(d) Operator shall not alter the screen on which the Channels will be exhibited by inserting or superimposing any form of advertising;

(e) Any marketing or promotional activity in respect of or involving the Channels or any standalone programming of such Channels shall be only carried out by the Operator in accordance with the terms of this Agreement or by taking a prior written approval of Broadcaster; and

(f) The Operator shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that each Subscribed Channel is received only by Active Subscribers.

4.3 Encryption System and Technical Specifications

The Operator represents to Broadcaster that it uses the encryption system as specified in the Hardware Form (the "***Encryption System***") to encrypt the Channels and the programming of the Channels for re-distribution via the Platform. The Operator shall transmit the Channels only through the Platform to Subscribers located in the Authorized Area in the manner of transmission and distribution specified in this Agreement (including the Anti-Piracy Obligations), (the "***Technical Specifications***"). The Operator agrees that any changes to the Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), and its version changes and upgrades during the Term shall be immediately intimated in writing to Broadcaster.

Availability of Channels on the Platform

4.4 The Operator shall ensure that during the Term of this Agreement, the Channels shall be available for subscription to all its Subscribers on its Platform and offered to the Subscribers in line with the provisions of the Interconnection Regulations.

4.5 The Operator hereby covenants, undertakes and warrants to Broadcaster that it shall not shift, move, or change the frequencies of any of the Channels at any time without providing an advance prior written notice of at least thirty (30) days to Broadcaster. The Operator shall cause continuous distribution of the Channels to all its Subscribers without blacking it out or interfering with it in any manner whatsoever.

4.6 Acknowledgements by the Operator

The Operator fully understands and acknowledges that:

(a) Broadcaster is offering the Available Channels on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services/signals will be error free or uninterrupted for the purpose envisaged in this Agreement;

(b) Broadcaster reserves the right to remove any Channel from the list of Available Channels at any time if it ceases to distribute such Channel. In the event Broadcaster discontinues distribution of any Channel chosen by the Operator during the Term, such Channel shall stand withdrawn from Broadcaster's offering without any further obligation or liability on part of Broadcaster;

(c) Broadcaster and its licensors reserve the right to alter the Channels, including the name of the Channels

and the programming exhibited on the Channels;

(d) the Broadcaster in certain circumstances may not control the appropriate rights to exhibit certain programs on the Channels (hereinafter referred to as the "Withheld Programs"). Accordingly, Operator acknowledges and agrees not to exhibit, and shall block or black out the transmission of any Withheld Programs upon notification from Broadcaster;

(e) the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, and/or (iii) the encryption technology used for the Channels. In the event the Operator is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the Operator shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the Operator or its Subscribers for any failure on their part to access the Channels as a result of any such change;

(f) The Operator shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the Operator and/or terminate the Agreement by providing the Disconnection Notice.

(g) all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s); and

(h) that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this Agreement. The Operator further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the Agreement and based on their opinion has accepted that this Agreement is suitable and appropriate for the Operator.

4.7 Offering of Channels

(a) The Operator shall offer the Channels to the Subscribers either on Ala-carte basis or part of a Bouquet comprising the Channels. The Operator shall not make any limited period or event based offering or exhibition of any Channels to the Subscribers.

(b) In case the Operator is subscribing to Bouquet(s) of the Broadcaster's Channels, the Operator shall ensure that it does not break such Bouquet while offering the same to its Subscribers. If the Operator breaks a Bouquet of the Broadcaster at any time during the Term, from such date, the Channels comprised in such Bouquet shall be deemed to have been subscribed by the Operator on an ala-carte basis and the Operator shall be liable to pay Monthly Subscription Fee on a-la-carte rates for all Channels in such Bouquet to the Broadcaster.

(c) The channels selected in Bouquet by the Operator shall be deemed to have been availed on an a-la-carte basis by default. In the event the Operator alters the composition of the Bouquets of Broadcaster, the channels forming part of the said Bouquet shall be deemed to have been availed on an a-la-carte basis by default by the Operator and the Broadcaster shall have a right to raise invoice on the Operator accordingly.

(d) It is agreed that no independent advertising shall be inserted by the Operator and the Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel

(e) The Operator shall package the Channels as per the Applicable Laws. In any event, the Operator represents, warrants and undertakes that:

i. the packaging of the Channels will not be disadvantaged or discriminated vis-a-vis the other channels of the same genre or include the Channels in any package or tier that contains any channel with obscene content or with any channel offering gambling services or promoting gambling or betting. The Operator shall serve the Broadcaster with prior written intimation of its intention to package/repackage/launch a new package (promotional or otherwise); and

ii. it shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel

offered by it as part of a Bouquet for a period of six (6) months from the date of availing such Bouquet by a Subscriber or such other longer period for which the subscription charges have been paid by the Subscriber in advance. The Operator further agrees that once the Channel(s) has been included in the Bouquet offered by the Operator on its Platform, said Channel shall not be selectively switched off or taken off air by the Operator unless all other channels forming part of such Bouquet are switched off or taken off air by the Operator. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement.

(f) The Operator shall use its best efforts to maintain for the Subscribed Channels, the quality standard afforded to other channels of the same genre in a non-discriminatory manner. The Operator shall use reasonable efforts to maintain the service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

4.8 EPG

The Operator shall create an EPG for distribution to its Subscribers (a copy of which shall be sent to Broadcaster simultaneously), where the programming schedule of each of the Channels shall be prominently featured in such schedules in the order of the EPG number for each of the Channels. In connection with the EPG, the Operator agrees as under:

(a) shall declare the genre of the channels (as intimated by the Broadcaster) and such genre shall be either 'Devotional' or 'General Entertainment' or Infotainment' or 'Kids' or 'Movies' or 'Music' or 'News and Current Affairs' or 'Sports' or 'Miscellaneous';

(b) shall place all the Channels available on its platform in the EPG, in such a way that all the television channels of a particular language in a genre are displayed together consecutively and one television channel shall appear at one place only. In the event the Operator intends to carry out any changes/modification in its EPG, it shall at all times ensure that the Channels of the Broadcaster shall continue to be placed within their respective genre and in the same relative position in the channel list as agreed to between the Parties and in compliance with the Applicable Laws, Cable Television Networks (Regulation) Act, 1995 and Rules framed thereunder;

(c) shall ensure the EPG at all times contains information pertaining to the programs being broadcast on the Channels in a manner approved by the Broadcasters without any additional cost or fee;

(d) shall assign a unique number for each television channels available on its Platform; and

(e) the channel number once assigned to a particular television channel shall not be altered by the Operator without prior approval of the Broadcaster and TRAI. However, if the Broadcaster changes the genre or language of a Channel then the channel number assigned to that particular television channel shall be changed in order to place such Channel with the channels of the new genre or language in the EPG.

(f) shall display name and maximum retail price of all the Channels opted by the Operator in its electronic programme guide.

4.9 Logical Channel Numbering (LCN)

(a) The Operator hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing channels on a genre basis while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Operator's Platform;

(b) The Operator agrees and undertakes to maintain the same relative position (rank) for each and every Channel of the Broadcaster mentioned in the Agreement, in the respective genre list as well as in its all channel list as agreed between the Parties. The Operator shall also ensure that it does not change the relative position of the Channels during the Term of the Agreement unless the same is approved by the Broadcaster in writing

5. Monthly Subscription Fee, Incentive Scheme and Promotional Offer

5.1 Monthly Subscription Fee:

(a) Broadcaster is offering its standard definition and high definition Available Channels on an A-la-carte basis and in a Bouquet. The Operator shall select the Channels from the list of Available Channels on an A-la-carte basis and/or opt for a Bouquet. The "**Rate**" shall mean either the MRP A-la-carte rate per applicable Channel per subscriber per month ("**MRP of A-la-carte**") or the MRP rate of the Bouquet per subscriber per month ("**MRP of Bouquet**") (as the case may be) as is set out in the Validation Form.

The Broadcaster offers incentive to the Operator as per the Interconnection Regulations, which are detailed in Schedule A1. It is further clarified that the if the Operator selects any of the Available Channels on A-la-Carte basis, the Operator shall be eligible for the Incentive Scheme of the Broadcaster, provided the Operator, at the time of signing the Agreement, specifically selects the Incentive Scheme which are explained and elaborated in Schedule A1 ("**Incentive Scheme**"). For purposes of clarity, the Incentive Scheme must be selected by the Operator at the time of signing of the Agreement failing which the Operator shall not be eligible for any incentive (s) under the Incentive Scheme. The Operator's compliance of the terms of this Schedule A1, shall be in addition to Operator's compliance of the rest of the terms of this Agreement.

For avoidance of doubt, it is hereby clarified that the Incentive Scheme is optional and the Operator is under no obligation to opt for any of the incentive options of the Incentive Scheme to avail the Broadcaster's Available Channel(s). In the event the Operator chooses to opt for / avail any of the incentive options of the Incentive Scheme as mentioned in **Schedule A1**, the Operator will have to comply with all the conditions stipulated in the respective incentive option to be eligible for getting incentive under the Incentive Scheme.

"**Monthly Subscription Fee"** shall be the amount payable by the Operator to the Broadcaster (for availing the signals of Broadcaster's Channels on a monthly basis in connection with the Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet (as applicable) reported by the Operator for that particular month multiplied by the Operator Rate specified in Schedule A which shall be exclusive of all taxes and levies.

b) For each month or part thereof during the Term of the Agreement, the Operator shall pay to the Broadcaster Monthly Subscription Fee as specified above, on or before the due date mentioned herein.

c) The "Monthly Average Active Subscriber Level" for each Channel or Bouquet shall be equal to the average of the number of active Subscribers subscribing that A-la-Carte channel or Bouquet, as the case may be, recorded four times in a month, as provided in Schedule C.

d) For the purpose of calculation of the Monthly Subscription Fee payable, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Broadcaster's Channel(s) and/or Bouquet of Broadcaster's Channels through the Operator.

5.2 Calculation of Monthly Subscription Fee

a) In case Operator avails one or more or all Broadcaster's Channels on A-la-Carte basis:

(i) If the Operator is providing the Channels on A-la-Carte basis to its Subscribers, the Monthly Subscription Fee for such A-la-Carte Channel(s) shall be equal to the Operator Rate of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the Operator for that month for that particular Broadcaster's Channel(s).

Illustration:

If Operator has opted for the SONY ENTERTAINMENT TELEVISION channel of the Broadcaster on A-la-Carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is say 10000 subscribers for SONY ENTERTAINMENT TELEVISION channel, then the Monthly Subscription Fee payable by the Operator for that particular month for SONY ENTERTAINMENT TELEVISION channel will be calculated as:

MRP of SONY ENTERTAINMENT TELEVISION channel	Rs. 19.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 3.80/-

Operator Rate payable to the Broadcaster	Rs. 15.20/-
Monthly Average Active Subscriber Level for SONY ENTERTAINMENT TELEVISION channel reported by Operator	10,000 subscribers
Monthly Subscription Fee for SONY ENTERTAINMENT TELEVISION channel for that month	**Rs. 1,52,000/-** (Rs. 15.20 x 10,000)

Note: The MRP and Monthly Subscription Fee mentioned in all the Illustrations herein is exclusive of applicable taxes and levies.

(ii) If the Operator offers the A-la-Carte Channel(s) in packages of the Operator, then the Monthly Subscription Fee for each of the A-la-Carte Channels availed by the Operator, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte Channel(s) has been placed multiplied by Operator Rate of each channel(s).

Illustration:

If Operator has opted for SONY MAX channel on A-la-Carte basis and has placed SONY MAX channel in package "X" of the Operator. The Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 subscribers for package X, then the Monthly Subscription Fee payable by the Operator for that particular month for SONY MAX channel will be calculated as under:

MRP of SONY MAX channel	Rs. 19.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 3.80/-
Operator Rate payable to the Broadcaster	Rs. 15.20/-
Monthly Average Active Subscriber Level for Package X reported by Operator	10,000 subscribers
Monthly Subscription Fee for SONY MAX channel for that month	**Rs. 1,52,000/-** (Rs. 15.20 x 10,000)

b) In case Operator avails one or more Bouquet(s) of Broadcaster's Channels:

the Monthly Subscription Fee payable by Operator to Broadcaster for such Bouquet(s) shall be equal to the Operator Rate of the Bouquet(s) payable to the Broadcaster multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the Operator for that particular month.

Illustration:

If Operator has opted for the Bouquet Happy India Smart - Hindi (SPN00000HISH) and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for the Bouquet Happy India Smart - Hindi (SPN00000HISH) then the monthly Subscription Fee payable by the Operator for that particular month will be calculated as under:

MRP of Happy India Smart - Hindi Bouquet (SPN00000HISH)	Rs. 48.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 9.60 /-
Operator Rate payable to the Broadcaster	Rs. 38.40 /-
Monthly Average Active Subscriber Level for Happy India Smart - Hindi Bouquet (SPN00000HISH) reported by Operator	10,000 subscribers
Monthly Subscription Fee for Happy India Smart – Hindi Bouquet (SPN00000HISH) for that month	**Rs. 3,84,000/-** (Rs. 38.40 x 10,000)

c) In case an Operator avails one or more Broadcaster's Channels on A-la-Carte basis and also opts for different Bouquet(s) of Channel(s) not comprising of the Channels opted on A-la-Carte basis:

(i) For the channels opted on A-la-Carte basis, the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 5.2.(a)(i) above.

(ii) For Bouquet(s), the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 5.2.(b) above.

5.3 The Monthly Subscription Fees shall be paid by the Operator to Broadcaster in Indian Rupees by (i) demand draft/pay order/cheque drawn in favour of "*Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)*" or (ii) electronic wire transfer into the Broadcaster's designated bank account, accompanied by documentary evidence certified by the Operator's bank that the payment has been transferred to the Broadcaster's designated bank account.

5.4 All payments collected by Broadcaster from the Operator shall be on first in first out basis and shall be adjusted/credited to the invoice outstanding for the longest period. The Operator shall have no right to withhold or claim adjustment/set off Monthly Subscription Fees under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscribers, counterclaim against Broadcaster etc.).

5.5 <u>Monthly Subscription Fee</u>

(a) The Monthly Subscription Fees shall be calculated as specified above.
(b) Any discounts or similar offerings made by the Operator to the Subscribers in respect of the Channels shall be at the sole cost and expense of the Operator.

5.6 Payment of the Monthly Subscription Fee shall be subject to deduction of any withholding tax/TDS at the prescribed statutory rate in accordance with the provisions of the Indian Income Tax Act, 1961 as amended from time to time. The Operator shall provide tax withholding certificates to Broadcaster within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issued there under.

5.7 The Parties agree to be bound by the following Goods and Services Tax ("**GST**") related provisions:

1. For the purpose of this Agreement, the Broadcaster's "Bill From" address and GST registration number(s) have been specified in Schedule B hereto.
2. For the purpose of this Agreement, the Operator's "Bill To" address and GST registration number have been specified in Schedule B hereto.
3. The Operator may use the HSN/ SAC provided by Broadcaster or adopt a different HSN/ SAC as per their interpretation. However, the Operator acknowledges that in either case, Broadcaster shall not be held responsible or liable for any liability that arises on account of dispute related to HSN/ SAC classification.
4. In connection with the Monthly Subscription Fee payable to the Broadcaster, the following additional clauses would apply:
   a) The Monthly Subscription Fee payable shall be exclusive of Indirect taxes/GST.
   b) In cases where the Operator procures the Channels for its multiple premises, monthly Subscriber Reports for each such premises would be separately provided by the Operator.
   c) The Monthly Subscription Fee shall also be subject to deduction of applicable TDS (under Income tax and GST law as well). The Operator shall also furnish a certificate to the Broadcaster against such deduction within specified time lines.
   d) At the time of payment of the Monthly Subscription Fee to the Broadcaster, the Operator shall inter alia mention (a) that the payment is towards the Monthly Subscription Fee (b) Invoice details against which the said payment has been made which would also include the details of the premise and registration number of Broadcaster and the premise and registration number of Operator for which payment has been made and (c) Amount of payment along with TDS deducted thereon (GST TDS and/ or Income tax TDS).
   e) The Operator acknowledges that in case where any advance Monthly Subscription Fee paid by the Operator is required to be refunded by the Broadcaster due to any reasons, amount of GST paid by Broadcaster would be refunded only when Broadcaster receives refund of such GST from the Government.
   f) In the event there is any change in the amount of Monthly Subscription Fee, the Broadcaster shall issue GST compliant supplementary invoice, debit/ credit note (as the case may be) or any other document in this regard along with applicable GST / reversal of GST to the Operator (as the case may be). Operator would be responsible to reverse input tax credit where such document is issued and should not dispute such amount.
5. For the purposes of this Agreement and basis the information/documents provided by the Operator, the Broadcaster shall charge the applicable rate of GST.
6. In case the Operator is eligible for any exemption or lower rate of tax, the Operator is responsible to provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates before supply of signals is made. In absence of this, no tax exemption/ lower rates would be extended.
7. The Parties acknowledge that in case of any incorrect / incomplete or any type of non-compliance at its end (defaulting Party) because of which a demand is raised by the tax authorities on the other

Party (non-defaulting Party), the defaulting Party shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the non-defaulting Party. In the event the Operator had executed an agreement with Broadcaster prior to this Agreement under which Operator owes any outstanding sums to Broadcaster, the Operator is hereby obligated and liable to make payments of entire such outstanding sums promptly (and in any event no later than five (5) days of the Operator signing this Agreement) failing which the Broadcaster reserves the right to terminate this Agreement at any time by providing a prior Disconnection Notice.

5.8 The Broadcaster reserves its rights to launch Promotional Offer(s) as per Applicable Law. The Operator may opt for such Promotional Offer(s) by sending a written request (email permitted) to the Broadcaster. Such Promotional Offer(s) shall be deemed to be an integral part of this Agreement and shall be valid and operational only as per the terms mentioned in the respective scheme of Promotional Offer(s).

6. Payment Terms

6.1 The Monthly Subscription Fee shall be paid by the Operator in arrears within fifteen (15) days from receipt of invoice/provisional invoice (as the case may be) (the "***Due Date***") which shall be raised by Broadcaster on the basis of a detailed Subscriber Report to be submitted by the Operator to Broadcaster in accordance with Clause 6.3 below.

6.2 The Operator shall make the payment of the Monthly Subscription Fee on each Due Date without any deduction except deduction of TDS/withholding tax in accordance with Clause 5.6. The Operator shall be required to make payment of the Monthly Subscription Fee on or before each Due Date in accordance with the terms hereof, and any failure to do so on the part of the Operator shall constitute a material breach of this Agreement. Broadcaster shall have a right to charge interest at a monthly rate of 18% on that portion of each Monthly Subscription Fee which remains unpaid after the Due Date. The imposition and collection of interest on late payment of Monthly Subscription Fees does not constitute a waiver of the Operator's absolute obligation to pay the Monthly Subscription Fees on or before the Due Date.

6.3 Within seven (7) days of end of each month during the Term, the Operator shall provide the Subscriber numbers, recorded four times in a month as specified in Schedule C for each of the Channels opted by the Operator, both for a–la-carte and bouquet offerings of the Broadcaster ("***Subscriber Report***"), based on which Broadcaster shall raise an invoice for the Monthly Subscription Fee on the Operator. In case the Operator fails to send the Subscriber Report within the stipulated period of seven (7) days, Broadcaster shall have a right to raise a provisional invoice ("***Provisional Invoice***") and the Operator shall be under an obligation to pay the Monthly Subscription Fee on the basis of such Provisional Invoice in accordance with the terms herein. However, it is agreed by Broadcaster that the Provisional Invoice shall be for an amount increased by ten percent of the Monthly Subscription Fee payable by the Operator for the immediately preceding month. Provided that the Operator shall provide the Subscriber Reports at the earliest and ensure that the reconciliation for the Provisional Invoices and actual fee payable on the basis of the Subscriber Reports shall be conducted within three months from the date of issue of such Provisional Invoice.

In case of default by the Operator on account of non-submission of Subscriber Reports, it shall be deemed to be a material breach and entitle the Broadcaster to initiate appropriate steps for disconnection of signals of its Channel(s) and / or terminate this Agreement for material breach of this Agreement. In such an event the Broadcaster shall have an option to levy an additional charge for said material breach whereby the Operator shall be liable to pay to the Broadcaster an amount equivalent to previous three months' invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report

However, nothing contained herein, amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per Applicable Law.

6.4 All Monthly Subscription Fee payments hereunder are exclusive of all applicable indirect taxes including but not limited to GST. All such taxes shall be at the Operator's cost and will be charged at the prevailing rates by Broadcaster to the Operator.

6.5 The Operator shall make payment of the Monthly Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the Operator or its JVs from the Broadcaster.

6.6 In order to avail incentive (s) (as enumerated in Schedule A1 hereto), the Operator shall share the Incentive Qualifying Reports (as defined in Schedule C hereto) for calculation of the opted incentives along with the Subscriber Reports, not later than 15 days from the date of submission of such Subscriber Reports (**"Incentive Qualifying Report Deadline"**). Subject to eligibility, Broadcaster shall intimate (emails permitted) the Operator of the entitled incentive value (**"Eligible Incentive Value"**) within 15 days from the receipt of correct/error-free Incentive Qualifying Report. On receipt of the same, the Operator shall raise duly signed invoices (preferably digitally signed) on the Broadcaster, in accordance with the applicable GST laws towards the Eligible Incentive Value on the Broadcaster within 7 days from date of receipt of said intimation from the Broadcaster (**"Incentive Invoice Deadline"**). The Operator's invoice towards such Eligible Incentive Value shall refer to the Goods and Service Tax Identification Number (GSTIN) of the Broadcaster which is included in the Broadcaster's invoice raised towards the Monthly Subscription Fee payable by the Operator.

The Eligible Incentive Value shall be paid by Broadcaster to the Operator within fifteen (15) days from the date of receipt of valid invoice from the Operator as set out herein above (or adjusted as more specifically stated in Clause 6.7 hereinbelow), subject to Operator making payment of the Monthly Subscription Fee to Broadcaster as set out in Clause 6.1 above for the relevant month. In the event the Operator defaults in providing the Incentive Qualifying Reports and/or incentive invoice(s) so as to enable Broadcaster to ascertain and process the Eligible Incentive Value, the Operator shall not be entitled to the incentives until the Operator provides the same within three (3) months from the Incentive Qualifying Report/Incentive Invoice Deadline. No claims from the Operator shall be entertained post this deadline and the Operator shall be deemed to have waived off its right to claim incentive under the Agreement. For avoidance of doubt, it is hereby clarified that nothing contained in this Clause shall have any bearing on the Operator's obligation to pay the Monthly Subscription Fees to Broadcaster as stated herein above and the Operator shall be required to pay the Monthly Subscription Fees as stated therein.

The Eligible Incentive Value payable by Broadcaster to the Operator in respect of incentive shall be subject to deductions of all applicable taxes.

6.7 If the Broadcaster finds discrepancies in the invoice(s) raised by the Operator, the Broadcaster shall have the right to reject such invoice(s) and communicate the correct incentive amount that the Operator is entitled to. The Operator shall thereafter furnish the correct invoice(s) immediately to the Broadcaster. Notwithstanding anything to the contrary contained herein, the Broadcaster shall at its sole option have the right to adjust the amount payable against such invoice(s) from the outstanding Monthly Subscription Fee(s) payable by the Operator to the Broadcaster.

6.8 The Operator shall issue tax invoice in the format and containing all information required to be mentioned therein under provisions of law currently applicable or introduced in future. Broadcaster will not be liable to pay any taxes if the same is not charged in the appropriate manner on the invoice issued under this Agreement. Further, Operator undertakes to pay taxes charged and collected from Broadcaster to the credit of appropriate Government and also comply with other provision related to reporting of such taxes in appropriate form and time as per applicable provision of law. If at any time credit for taxes charged and collected by Operator is denied to Broadcaster or payment of taxes is sought from Broadcaster due to, but not limited to, issuance of deficient invoice or default in payment of taxes or non-compliance of applicable laws and regulations by Operator, Operator shall indemnify Broadcaster against any such denied credits or taxes recovered as well as any interest and penalties imposed on Broadcaster in this regard.

6.9 In due compliance of its obligations, Operator shall remit the GST so charged (if any) from Broadcaster, subject to a valid invoice / debit note, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTIN platform, which enables Broadcaster to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on Broadcaster) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to Broadcaster under its appropriate GST registration under applicable laws for non-payment of taxes charged to Broadcaster or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTIN platform), then the Operator shall rectify the said non-compliances/errors to ensure that Broadcaster gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Operator as above, then Broadcaster shall have the right to set off such shortfall against the subsequent payments of the Eligible Incentive Value to the Operator

or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the Operator.

6.10. The Operator shall nominate a person who will be single point of contact for Broadcaster for all communication regarding any discrepancy on GSTIN reporting by Operator. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under this Agreement, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.

6.11 As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.

6.12 The Operator shall not be entitled for any incentive (s) in the event:

- the Operator fails to comply with any of the terms and conditions of the Agreement and/or
- the Operator fails to meet any of the incentive qualifying parameters and/or fails to submit the Incentive Qualifying Reports in the prescribed format on or before the Incentive Qualifying Report Deadline and/or
- there is a discrepancy in the Monthly Subscriber Reports and Incentive Qualifying Report submitted by Operator.

6.13 The Broadcaster shall have the right to audit the addressable systems, CAS, SMS and other related systems of the Operator as detailed out in Schedule E by an Empanelled Auditor to verify the Operator's compliance of its obligations, declarations, representations and warranties under this Agreement including but not limited to the accuracy and validity of the monthly Incentive Qualifying Reports submitted by Operator to Broadcaster for availing incentive hereunder.

7. Subscriber Reports

7.1 The Operator shall maintain, at its own cost, SMS which shall be fully integrated with the CAS. The Operator warrants that any activation or de-activation of ' Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.

7.2 The Operator shall provide to Broadcaster complete and accurate number of Subscribers of the Channels in the Subscriber Reports and the tier and/or package in which the Channels are included within seven (7) days from the end of each month in the format provided by Broadcaster enclosed herewith as **Schedule C** together with such other information as Broadcaster may require for determining the Monthly Average Active Subscriber Level and the Monthly Subscription Fee.

7.3 The Subscriber Reports provided by the Operator to Broadcaster in accordance with Clause 7.2 shall be system generated only through SMS and must be in a non-editable format and a 'pre-defined read only format' such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included) and the Monthly Subscription Fees payable to Broadcaster. Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each Subscribed Channel and each Bouquet in which a Subscribed Channel is included) for calculating the Subscription Fees payable to the Broadcaster and in case the Operator opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the Operator to the Broadcaster.

7.4 The Subscriber Reports shall be signed and attested by an authorized officer of the Operator of a rank not less than Head of Finance /Chief Financial Officer or any person duly authorized by the Operator who shall certify that all information in the Subscriber Report is true and correct. The Operator acknowledges that submission of the Subscriber Report in accordance with the provisions hereof is material to Broadcaster.

7.5 The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports submitted by the Operator, and (ii) the payments due to Broadcaster hereunder.

8. Equipment

8.1 <u>Procurement of Equipment</u>

(a) IRDs/PIRDs used for decoding the signals of the Channels, details of which are specified in the Hardware Form, is either provided by Broadcaster to the Operator or procured by the Operator directly from the market at its own cost (as the case may be). The Viewing Card and/or CAM for the IRD/PIRD shall always be provided by Broadcaster to the Operator and shall at all times remain the property of the Broadcaster.

(b) Where the PIRD is procured by the Operator directly on its own from the market, Operator shall ensure that the same meets the technical and other parameters as may be notified by Broadcaster. The Operator shall at all times be responsible for proper functioning, repairs, replacement or maintenance of such procured PIRDs.

(c) In the event the Operator requests in writing, Broadcaster may supply or cause to supply the Equipment in accordance with the current policy of Broadcaster.

(d) Broadcaster may in its sole discretion require the Operator to make the following payments against delivery of the Equipment:

i) Processing Fee: Broadcaster may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Channel as per Broadcaster policy.

ii) Replacement Fee: In case the Operator requires replacement of defective Equipment, the Operator shall pay a non-refundable service charge per IRD/PIRD or per VC, as the case may be, for one-time replacement. The service charge amount shall be intimated by Broadcaster based on the nature of defect in the IRD/PIRD or VC as the case may be.

iii) Maintenance Fee: This fee will be charged to the Operator on annual basis at the sole discretion of the Broadcaster, in connection with the maintenance contract for maintaining the Equipment's so provided by the Broadcaster

iv) Courier/Taxes: The Operator shall pay the courier charges, taxes and other applicable levies and transportation charges for the Equipment.

(e) It is expressly agreed between the Parties that if within fifteen (15) days from the date of dispatch of the Equipment to the Operator by Broadcaster, the Operator does not intimate Broadcaster the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

8.2 Equipment provided by Broadcaster to the Operator, shall at all times remain the property of the Broadcaster, and not of the Operator. Broadcaster may require the Operator to pay a refundable security deposit (the "***Security Deposit***") before Broadcaster delivers the Equipment to the Operator. The Security Deposit, if not received separately on or before the date of execution of this Agreement, shall first be adjusted from the subscription fees paid by Operator and only after the same is fully adjusted, the balance amount paid would be apportioned towards the monthly subscription fees payable by Operator under the Reference Interconnect Offer Agreement and the unadjusted subscription fees shall be carried forward and shall become due and payable by Operator accordingly. Upon the return of the Equipment to Broadcaster by the Operator, Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the Equipment (if any), which cost shall be determined by Broadcaster at its sole discretion and also after adjustment of any outstanding Monthly Subscription Fee payable by the Operator to the Broadcaster under the Agreement (if any). Further, in the event, the Operator fails to return the Equipment (i.e. Equipment's procured from the Broadcaster), the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD/PIRD to Broadcaster for the period during which the default continues.

8.3 The Broadcaster makes no representation or warranty as to the capabilities of the Equipment provided by it to the Operator and the Equipment shall be provided on "as is where is" basis. Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such Equipment. However, in the event such Equipment require repair or replacement, the Operator may send a written request (email permitted) to Broadcaster and Broadcaster shall endeavour to have the Equipment repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All Equipment provided by Broadcaster to the Operator shall be packed as per the standard packaging protocol and returned to the Broadcaster as directed by Broadcaster immediately upon expiry or prior termination of the Agreement or discontinuation of any of the Broadcaster's Channel(s) or in connection with the Operator's request for replacement of the faulty Equipment with a new one (as the case may be).

8.4 The Operator undertakes and covenants that each Equipment provided by Broadcaster to the Operator:

(a) shall be kept at a secure location approved by Broadcaster in writing and the same shall not be moved from the installation address as specified in Hardware Form. The Operator grants Broadcaster and/or its authorized agents the right at any time to enter the installation address to verify the presence of, and to inspect and test, each Equipment at the installation address. In the event any Equipment is missing, Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover such Equipment. Further, in the event any Equipment is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator shall immediately inform Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of such Equipment, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the Equipment shall be borne solely by the Operator. In case such Equipment is not recovered, the Security Deposit shall be transferred to the Broadcaster in lieu of such Equipment and the Operator agrees that the Broadcaster shall be free to recover the balance costs, if any, of such Equipment from the Operator;

(b) is not opened, tampered with or reverse engineered in any manner whatsoever. In the event that the hologram seal affixed to the IRD/PIRD is tampered with while the IRD/PIRD is in the possession of the Operator, Broadcaster may suspend the delivery of the Channels (after complying with the Applicable Laws) without any liability and the delivery of the Channels will be restored only at Broadcaster's discretion and subject to Operator paying a non-refundable reactivation fee of Rs. 5000/- (Rupees five thousand only) per Channel or higher as per the existing policies of Broadcaster for each such event of suspension. The Operator acknowledges that the reactivation fee is not a penalty but a reasonable cost to be incurred by Broadcaster for the restoration of the Channels after suspension. If the seal of the IRD/PIRD is found to be broken, the Broadcaster may take back possession of the IRD/PIRD and forfeit the Security Deposit of the Operator. Further, the Broadcaster shall be free to recover the balance cost, if any, of such IRD/PIRD from the Operator if the Security Deposit does not cover the cost of such IRD/PIRD. The Operator agrees to use the Equipment only in accordance with the technical specifications established by the manufacturer of the Equipment;

(c) is not sold, assigned, pledged or otherwise transferred to any third party and/or transferred to any other location in breach of this Agreement;

(d) shall be packed as per the standard packaging protocol and returned forthwith to Broadcaster in the event the Operator merges or amalgamates with another entity or ceases to operate its Platform; and

8.5 The Operator understands that mere possession of the Equipment and making all payments relating to it does not guarantee access to the Channels, if the remaining clauses of the Agreement are not adhered to.

8.6 In the event the Operator fails to pay the Monthly Subscription Fees and/or upon expiry or termination of the Agreement, Broadcaster shall be entitled to take back the possession of the Equipment from the Operator and deactivate the Viewing Cards.

8.7 In order to recover possession of the Equipment from the Operator, the Operator shall ensure that the authorized personnel of Broadcaster are provided with unobstructed access to the premises of the Operator where the Equipment are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of Broadcaster visit the premises during normal office hours.

9. Anti-Piracy

9.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "***Piracy***"), the Operator shall, prior to the commencement of the Term and at all times during the Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the Platform and conditional access delivery and content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures (hereinafter collectively referred to the "***Security Systems***") as may be specified in a non-discriminatory manner hereunder or in writing, from time to time, by Broadcaster.

9.2 To ensure the Operator's ongoing compliance with the security requirements as set out in this Agreement, Broadcaster may require technical validation/audit ("***Technical Validation*** ") to be conducted by Empaneled Auditor, at Broadcaster's cost and expense. If the results of any Technical Validation are not found to be

satisfactory by either the Operator or Broadcaster, then Operator shall work with Broadcaster in resolving this issue in the next fourteen (14) business days. Operator shall, if required, forthwith resort to appropriate remedial measures, by way of adopting appropriate state of the art or next generation technology that shall improve the accuracy and efficacy of the Security Systems. If a solution is not reached to Broadcaster's satisfaction by the end of said 14 days then, Broadcaster may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to Broadcaster's satisfaction. For avoidance of doubt, Technical Validation is not an Audit as per clause 10(7) and/or clause 15 of Interconnect Regulations, 2017 as amended from time to time and conduct of this validation shall not in any way be construed as conduct of Broadcaster caused Audit.

9.3 For every Technical Validation referred to above, Operator shall make available all the data, records, systems information and details for validation by Empaneled Auditor along with Broadcaster's authorized representatives on reasonable notice to the Operator, during normal business hours during the term of the Agreement and for 1 (one) year after the termination of this Agreement. Provided further that neither Broadcaster's acceptance of any such information nor payment for any deficiency or Broadcaster's validation of the Operator's records or accounts shall prevent Broadcaster from later disputing the accuracy or completeness of any payment made or information supplied by the Operator. Broadcaster and its representatives shall be entitled to visit all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such validation. The Operator undertakes to provide and cause to provide access to all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such validation by Broadcaster or its representatives.

9.4 The Operator shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed/transmitted through its Platform at least once every 10 minutes on 24 x 7 x 365(6) basis. The Operator undertakes to initiate the finger printing as and when requested by the Broadcaster, in the event any piracy is detected.

9.5 The Operator shall comply with all content protection measures that may be specified by Broadcaster from time to time and shall report compliance to Broadcaster in a timely manner as may be required and specified by Broadcaster. The Operator shall also allow Broadcaster full access to systems and controls for Broadcaster to be satisfied that the Operator is fully compliant with such content protection measures as may be specified by Broadcaster in this regard.

9.6 The Operator shall not allow unauthorized taping or receipt of the Channels. The Operator shall not authorize, cause or suffer any portion of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for linear distribution by Operator at the time the Channel(s) is made available. The Operator shall not authorize or permit infringement of any copyrighted material exhibited on the Channel(s), or use the rights granted to it under this Agreement for any unlawful purpose.

9.7 If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channel(s) for any other purpose, the Operator shall immediately notify Broadcaster and the Operator shall switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a set top box with the Recorder facility which has been supplied to the Subscribers by the Operator shall not be treated as unauthorized use; provided (a) such Recorder facility in the STB complies with the terms of this Agreement; (b) such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber, (c) the Subscriber uses it strictly for non-commercial use and personal consumption.

9.8 If so instructed by Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized Subscriber indulging in Piracy, within ten minutes from the time it receives such instruction from Broadcaster. Any communication under this Clause 9.8 shall be considered as valid information only if the information is sent through official e-mail of a designated officer of Broadcaster. However, such foregoing information may even be provided by Broadcaster representatives through other means of communications such as text messages (via SMS or WhatsApp) , and the said information shall later be confirmed by Broadcaster through e mail and the Operator shall be under an obligation to act upon such information relating to Piracy and switch off the concerned STB.

9.9 In such instances where the Operator is the only party that is allowed to initiate legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the Operator agrees to grant necessary rights to Broadcaster to initiate legal action. In the event

Broadcaster cannot initiate such legal action, against an unauthorized party, for want of locus standi, the Operator agrees to initiate the same. In all cases where legal action is initiated by Broadcaster, the Operator agrees to provide Broadcaster with all the necessary/required assistance.

9.10 In addition to the above, the Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule D.

10. Audit of Operator Systems

10.1 The Operator shall once in a calendar year cause audit of its subscriber management system (SMS), conditional access system (CAS) and other related systems ("**Systems**") from such auditors as empaneled by TRAI from time to time under the New Regulatory Framework to confirm inter alia whether their SMS, CAS and other related systems are in compliance with the New Regulatory Framework and also to verify and confirm whether the monthly Subscriber Reports made available by the Operator to broadcasters are complete, true and correct ("**Subscription Audit**"). The Operator shall issue/share the audit report to this effect with the Broadcaster on audit.report@setindia.com within 24 hours of receipt of the said report from the auditor. The Operator shall obtain a certificate from such auditor that the Operator's digital addressable systems meets the requirements specified under the New Regulatory Framework provided that failure to comply with this provision by the Operator will constitute a material breach of this Agreement. The audit and penalty under this Clause 10.1 shall be as prescribed under the Applicable Law (as may be amended from time to time).

10.2 In the event, Broadcaster is not satisfied with the report received from the Operator under Clause 10.1 of this Agreement or, if in the opinion of the Broadcaster the addressable system being used by the Operator does not meet requirements specified under the Schedule III, Schedule IX and Schedule X of Interconnection Regulations, Broadcaster shall have the right to review and/or cause audit from such auditors as empaneled by TRAI of the SMS, CAS, other related systems and records of SMS and CAS of the Operator relating to the Channels for the purpose of verifying the amounts payable to Broadcaster under the Agreement once in a year, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement, for which the Operator shall provide full co-operation. The scope of the said audit will be as defined in Schedule E to this Agreement. If such review and or audit reveals that additional fees are payable to Broadcaster, then after measurement of such incremental Fees, Broadcaster shall raise invoice on the Operator for payment of differential Fees. The Operator shall immediately pay such fees, as increased by the late payment interest rate (as may be charged by the Broadcaster), failing which Broadcaster may, notwithstanding anything contained elsewhere in the Agreement, suspend any of the Channel or terminate this Agreement, by giving such notice to Operator as is required under the New Regulatory Framework, without prejudice to Broadcaster's right to claim the additional fees. If any fees due for any period exceed the fees reported by the Operator to be due for such period, by two (2) percent or more, the Operator shall pay all of Broadcaster's costs incurred in connection with such review and/or audit and take any necessary actions to avoid such errors in the future. At the end of each of these audits, the Operator shall provide Broadcaster with a current date channel-wise (Bouquet/A-la-carte) subscriber report from its SMS, certified by its SMS manufacturer/vendor. In the event during the audit exercise if it is found that the Operator has not informed the Broadcaster about any change/ replacement of its existing SMS / CAS system declared at the time of execution of the Agreement or in case where the Operator has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event the Broadcaster shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 100% of the maximum retail price for such channels from the date of Agreement. For example, if the undeclared number of subscribers is say 500 and the MRP of the channel of the Broadcaster is Rs. X, then in such a scenario the Operator shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).

10.3 Notwithstanding anything to the contrary contained herein, if during review and/or audit of the SMS, CAS, other related systems and records of SMS and CAS of the Operator, it is revealed that the Operator has misrepresented any information contained in the Incentive Qualifying Report or any item having a bearing on the computation of the opted Incentives and/ or the Monthly Subscription Fee payable by the Operator, the Broadcaster shall be entitled to revoke all the incentives availed by the Operator and seek appropriate refund of same along with interest. If Broadcaster has already paid the Eligible Incentive Value, in which case Operator shall be liable to issue a credit note in accordance with applicable GST Laws to Broadcaster of the Eligible Incentive Value already paid by Broadcaster.

10.4 The Operator shall maintain at its own expense the SMS, capable of, at a minimum:

i. maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an IT enabled infrastructure whereby Subscriber contracts are collected, returned and recorded in the SMS database for ongoing administration;
iii. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
iv. administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of programming packages;
v. obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion; and
vi. that will enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers.

10.5 In addition to the various rights and remedies as may be available under law, any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement causing substantial loss to Broadcaster. Provided that nothing stated herein above amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per applicable Law, if such Audit reveals that the addressable system being used by the Operator does not meet the requirements specified in the Telecommunications (Broadcasting & Cable) Services Digital Addressable Systems Audit Manual dated 8th November 2019 ("**Audit Manual**") (as may be amended form time to time).

10.6 The Operator shall be under a legal obligation to revert within five (5) days (**"Revert Period"**) after a request is received for audit from Broadcaster. In the event the Operator fails to respond or fails to provide a convenient date for audit falling within two weeks of the request date then in such an event, it shall be deemed to be refusal on the part of the Operator to allow the Broadcaster to conduct audit. Accordingly, Broadcaster would also be entitled to disconnect the signals of the Channels of the Broadcaster after following due process of Applicable Law.

10.7 It is hereby agreed between the Parties that if an IPTV Operator uses DRM in place of CAS, then all the provisions applicable to CAS as set out in this Agreement and Applicable Laws shall ipso facto apply to DRM.

10.8 The Operator acknowledges that in the event the Operator confirms a date for audit of its System to the Broadcaster and consequently the TRAI empanelled auditor appointed by the Broadcaster along with Broadcaster's representative reaches the Operator's headend on the scheduled audit date and where the audit is cancelled or postponed or abandoned, due to any reason attributable to the Operator, in such a case entire cost for the said audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall stand to the account of the Operator as due and payable to the Broadcaster. The Operator agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the Operator in this regard.

10.9 the Operator shall allow presence of the Broadcaster's representatives during Broadcaster caused Audit in accordance with this Agreement.

10.10 The Operator shall provide full cooperation to the empanelled Auditors appointed by the Broadcaster in order to carry out the Audit including but not limited to granting unfettered, unqualified and unrestricted access to Operator's facilities and Systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. The Operators shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such Audit and shall be provided with free ingress and egress from the premises wherein such Audit is conducted. The Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the Audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the Audit. The provisions contained in this Clause shall also apply to Technical Validations as stated in Clause 9 herein above. Any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement.

10.11 The Operator shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of the Broadcaster's Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to the Broadcaster.

11. Representations and Warranties

11.1 The Operator represents, covenants, warrants and undertakes to Broadcaster as follows:

i. it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder;

ii. by executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party;

iii. it has the appropriate net worth, necessary infrastructure including office, support staff and the equipment for running the Platform smoothly and efficiently and discharging its entire obligations under this Agreement;

iv. it shall at all times abide by the Applicable Laws;

v. it shall duly inform Broadcaster in the event of any changes or termination in its registration/license and/or any change in its Systems;

vi. the STBs, CAS/DRM and SMS shall comply with the Technical Specifications and the Operator agrees that the set-top boxes, installed CAS microchip used by the Subscribers and the content protection systems shall prevent digital output copying or any other unlawful usage

vii. it shall provide the accurate Subscriber Reports and pay the Monthly Subscription Fees on the Due Dates, together with applicable taxes;

viii. it shall not retransmit the Channels via any medium other than the Operator's Platform;

ix. it shall provide Broadcaster with 10 STBs for which Broadcaster shall pay applicable charges authorized for every Channel distributed by the Operator for monitoring the anti-Piracy;

x. it shall maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster of any degradation to signal of any of the Channels;

xi. it shall ensure that EPG functionality, user interface and on screen display ("***OSD***") appears at the Subscriber's option provided such interface appears at the bottom part of the screen and does not cover more than 10 % of the television screen size and does not obscure the program on the Channel;

xii. it undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channels;

xiii. it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease;

xiv. the content stored in the PVR or DVR shall always be encrypted and shall not be capable of transfer to and/or play on other devices;

xv. it shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Channels;

xvi. it shall not discourage in any manner whatsoever the Subscribers and/or general public at large from not subscribing to the Channel(s) and/or it shall not engage in any kind of negative marketing/advertising/running scrolls that may discourage the Subscribers and/or general public at large

from subscribing the Channel(s);

xvii. it shall not modify, misuse or tamper with the Equipment including the seal (paper or holographic seal to prevent opening of the Equipment) or any signals emanating therefrom in a manner that prevents the correct identification of the Equipment by their original identification code or interferes with the signals emanating therefrom;

xviii. it shall keep the Equipment in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in the Equipment;

xix. it undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify Broadcaster against any default or non-payments in this regard;

xx. upon expiry/termination of the Agreement, it shall return to Broadcaster the Equipment in good working condition and pay to Broadcaster all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination;

xxi. it further ensures that the Channels shall only be activated through the digital addressable STB which meets the specifications prescribed by Bureau of Indian Standards ("***BIS***");

xxii. once the Channels are included in a Bouquet, the Operator shall not stop exhibition of the Channels without strictly following the procedure prescribed for changing the composition of the Bouquet under QoS Regulations and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the Operator (if any);

xxiii. it shall allow distinct choice of Channels and Bouquets of Channels to each TV connection or set top box in a Multi TV Home.

xxiv. it shall comply and remain fully compliant with the terms of this Agreement at all times during the Term;

xxv. it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees as stipulated by TRAI/Applicable Laws, as a precondition to receive the signals of the Broadcaster;

xxvi. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster;

xxvii. none of Broadcaster's Channels shall be included in any package or tier that contains any channel with pornographic content or any gambling channel or any channel which is prohibited to be broadcasted under the Applicable Laws;

xxviii. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement;

xxix. It is financially solvent and is capable of discharging its payment obligations under this Agreement; and

xxx. It shall not discontinue carrying the television Channel(s) of the Broadcaster on its network unless the requirement as regards the discontinuation threshold for a television Channel as prescribed in Schedule VIII of Regulation 4(8) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 as amended by the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020; is fulfilled.

xxxi. The Operator hereby agrees to read, understand and comply with the Broadcaster's code of conduct as updated from time to time, and located at https://www.sonypicturesnetworks.com/compliance. The Operator further agrees to report to CME about any form of corruption (including but not limited to bribery, money laundering etc), or any other unethical and/or suspected behaviour that may impact the Broadcaster in any manner during the Term of this Agreement.

11.2 Other Obligations of the Operator

i. The Operator shall intimate the Broadcaster promptly in writing regarding the proposed merger, de-merger, amalgamation, consolidation, reorganization, joint venture, corporate restructuring or any other business arrangement involving the Operator or any change of control/management or acquisition of majority stake or controlling stake of the Operator by any other entity or acquisition by the Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the Operator's assets and/ or purchasing by the Operator of the whole or a substantial portion of the assets of another entity. In event of the aforementioned scenarios, the Broadcaster reserves its right to deactivate the signals of the Broadcaster's Channels to Operator's network as per Applicable Laws.

If the Operator merges with, acquires or is acquired by a competing distribution platform operator operating in the Authorised Area (**"Competing Platform"**) and the Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the Channels/s pursuant to this Agreement or the Operator distributes the said Channel to the Subscribers of the Competing Platform, the Operator or the successor company shall be obligated to pay the Broadcaster the Monthly Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of Operator and the Competing Platform or the successor company/affiliates/joint ventures/networks (as the case maybe).

If the Operator merges with, acquires or is acquired by a Competing Platform and the Channel(s) are carried on Platform and the Competing Platform, then the Monthly Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of the Broadcaster, with the platform and Competing Platform prior to such merger, till a fresh agreement is entered into with the Broadcaster for the combined entity.

Without prejudice to the aforesaid provisions, the Operator agrees not to connect or make available the signals of the Channels through the distribution system/DAS to any Independent Affiliate, having outstanding arrears payable to the Broadcaster, without the Broadcaster's prior written consent vide a written agreement. The Broadcaster has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the Operator does not clear all the outstanding amounts payable by the Independent Affiliate to the Broadcaster for such time the Independent Affiliate has been availing the signals of the Channels.

ii. The Operator shall not offer limited period exhibition of any Channel(s) to Subscribers.

iii. The Operator shall not distribute the Channels outside the Authorised Area through any other mode without the express written consent/agreement of the Broadcaster.

iv. The Operator shall display name and maximum retail price of all the Channels opted by the Operator in its electronic programme guide.

v. Any agreement entered into by the Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and Operator shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

vi. The Operator shall offer to all Subscribers the bouquet(s) of the Channels offered by Broadcaster for which interconnection agreement has been signed with the Broadcaster, without any alteration in composition of the bouquet(s). In case, the Operator opts for certain bouquet(s) but does not carry all the channels constituted in the bouquet, then the Operator shall be liable to pay for the Channels on an ala-carte basis.

vii. The Operator shall make the payment of Monthly Subscription Fee irrespective of the Operator's collection of the invoiced Monthly Subscription Fee from its sub-operator/affiliate/LCOs/Subscribers in a timely manner, the Operator shall pay the Monthly Subscription Fee on or before the Due Date prescribed in this Agreement.

viii. The Operator undertakes that it shall ensure and cause its Affiliates/LCOs who would be transmitting the signals of the Channels to the subscriber to comply with the terms of this Agreement and the New Regulatory Framework. The Operator acknowledges that in case of breach of this undertaking the Broadcaster shall be entitled to switch off the signals of the Channels. The Operator shall also provide details of such Affiliates/LCOs and keep the Broadcaster updated in this regard from time to time.

ix. In case the Operator operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the Operator to the Broadcaster in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.

x. The Operator acknowledges and agrees that if it facilitates the broadcast of the competition channels in the same genre in multiple languages, the Operator shall extend the same facility to the Broadcaster's Channels as well at no additional cost.

12. Intellectual Property

12.1 Unless notified to the contrary by Broadcaster, in all trade references, advertising, promotion and marketing, the Channels shall be referred to exclusively as designated herein. As between Broadcaster and the Operator, Intellectual Property over the Channels, marks associated with the Channels, logo, names shall belong exclusively to Broadcaster or its Affiliates or Broadcaster's rights holder (collectively referred to as "***IP Owners***"). Operator shall not claim adversely to or challenge the rights of the IP Owners with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of the respective IP Owners and agrees to renounce such rights and sign all necessary documents which Broadcaster may require the Operator to do. The Operator shall not use any material contained in any of the Intellectual Property without the prior written consent of Broadcaster. If Broadcaster authorizes such use, the Operator shall use such Intellectual Property in connection with the Channels only and only in accordance with Broadcaster's written instructions. Broadcaster reserves the right to inspect any such material at any time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name or seek to register any Intellectual Property which in Broadcaster's opinion is colorable imitation or deceptively similar to the Intellectual property. The Operator shall include appropriate copyright and other legal notices as Broadcaster may require and shall promptly call to the attention of Broadcaster the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Authorized Area. The Operator shall within 10 days after termination of this Agreement return to Broadcaster, or at Broadcaster's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred to the IP Owners (and at no cost to Broadcaster or any of the IP Owners) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property.

12.2 The Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the Platform subject to prior written approval of Broadcaster. However, the Operator can use the Channel Marks to promote the Channel(s) through programme guide, programme listing and for the purpose of displaying the electronic program guide if any.

12.3 The Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The Operator acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the service) are and shall remain the exclusive property of the Broadcaster /IP Owners and its licensor(s), as applicable. The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the Operator with respect to the programmes included in the Channels. The Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by Broadcaster or its programme suppliers/licensor(s) and disclosed to Operator by Broadcaster for the purpose of this Agreement.

13. Advertising/ Marketing/Promotion

13.1 The Operator shall promote the Channels in the same manner and to the same extent as any other channels distributed by the Operator on its Platform; provided that the Operator may carry out any specific promotion with respect to certain specific channels, if such channels provide the Operator with financial assistance with respect to such promotion. Notwithstanding the foregoing, the Operator agrees that it shall provide Broadcaster with the same opportunity to carry out specific promotions for the Channels. Moreover, the Operator agrees that the Channels will be treated similarly in terms of size and prominence (taking into consideration the context) to other channels in any advertising material where the Channel Marks appear with the logos and names of all other channels. In any promotion and marketing of the Channels, the Operator shall use only promotional material provided or pre-approved by Broadcaster in strict adherence to Broadcaster's instructions or if the marketing

materials for the Channels are created by or on behalf of the Operator, these must be submitted to Broadcaster for Broadcaster's prior written approval. Broadcaster shall make available to the Operator promotional and marketing materials in accordance with Broadcaster's prevailing current practices. Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. The Operator shall cooperate with Broadcaster in such research by making available information reasonably requested by Broadcaster including the relevant data and address details of its Subscribers. Broadcaster and the Operator agree to discuss joint marketing efforts and the coordination of marketing and promotion for the Channels and the Platform.

13.2 Notwithstanding anything contained elsewhere in this Agreement, the Operator shall not without the prior written permission of Broadcaster promote or associate itself in any manner whatsoever with any programming carried on the Channels. Specifically, the Operator shall not market, promote or in any other manner whatsoever seek to draw any association between Operator and any programme on the Channels. The Operator may only use the official logo of the Channels for any non-commercial purpose, promotional or marketing of the Channels on the Operator's network and provided such use is first approved by Broadcaster in writing.

13.3 The Operator shall not:

i. engage in any kind of promotions, special screenings, private shows, exhibit in public viewing areas, any special schemes or any deals involving any particular event, show or programme on the Channels;
ii. use or exploit any of the logos or marks or the title of any event, show or programme of the Channels including without limitation, engaging in promotions via cutouts, banners or hoardings displaying any brand names or logos or trademarks of any such event; and
iii. obscure the viewing of any Channel by inserting any form of graphics, pop ups, aston bands, scrolls, squeezers, pre-rolls, post rolls, logos, brand names, virtual advertising, etc.

14. Term

14.1 Unless terminated in accordance with the terms hereof, this Agreement shall be valid for such time period as specified in Schedule A forming part of this Agreement.

14.2 The Term may be extended on terms and conditions to be mutually agreed and recorded in writing by and between the Parties either by way of an addendum to this Agreement or under a new agreement.

14.3 The Parties shall enter into new written interconnection agreement before the expiry of this Agreement. The Broadcaster will send a written notice to the Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new interconnection agreement.

Provided further that if the Parties fail to enter into new interconnection agreement before the date of expiry of this Agreement, the Broadcaster will disconnect the retransmission of the signals of the Channels on the expiry date of this Agreement.

Provided further that the Operator shall, fifteen days prior to the date of expiry of this Agreement, inform its subscribers through scrolls on its Platform:

a) the date of expiry of this Agreement;
b) the date of disconnection of signals of the Broadcaster's Channels in event of its failure to enter into new interconnection agreement.

14.4 Any signed Agreement from the Operator shall not be legally binding if it is received after a new version of RIO/ interconnection agreement is uploaded by the Broadcaster on its website. In the event the Broadcaster modifies and uploads a revised RIO/interconnection agreement on its website, any unexecuted Agreement(s) of previous RIO versions shall be null and void.

15. Termination and Suspension

15.1 Subject to applicable Law, either Party shall have a right to terminate the Agreement forthwith/by providing a prior Disconnection Notice to the other Party in the event of:

i. any material breach of the Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so;
ii. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party or admission of any winding up petition against the other Party; or
iii. The Operator's License or any other material license necessary for the Operator to operate its Platform being

revoked at any time other than due to the fault of the Operator.

15.2 Broadcaster shall have the right in its sole discretion to forthwith suspend the delivery of Channels and/or terminate the Agreement forthwith/by providing a prior disconnection notice to the Operator in any of the following events:

i. revocation, termination or suspension of the Operator's License or any other material license necessary for Operator to operate its Platform;
ii. any material breach of the Agreement which in Broadcaster's sole opinion is not capable of a remedy;
iii. any breach of the Agreement which, if capable of a remedy within 10 days' notice period, is not remedied by the Operator to the satisfaction of Broadcaster during the period of Disconnection Notice;
iv. If Operator fails to make payment of the Monthly Subscription Fees on or before the Due Date; or
v. material breach related to non-submission of Subscriber Report or
vi. material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days
vii. If there is change in the ownership, management or control of the Operator which is not pre-approved by Broadcaster.
viii. The Operator fails to execute the fresh Interconnection Agreement on or before the expiry of the Agreement as set out hereinabove.

It is hereby clarified between the Parties hereto that during the Term of the Agreement, if supply of signals of the Channels of the Broadcaster has been discontinued to Operator's network inter alia due to non-payment of the monthly subscription fees / non-submission of MSRs / non- submission of audit report/not allowing the Broadcaster to audit the system/ non-compliance of the technical requirements (as mandated under the New Regulatory Framework) as may have been pointed out by the TRAI empanelled auditor in the course of conduct of the audit of the Operator's SMS and CAS systems, the supply of signals may be reactivated/restored by the Broadcaster at its discretion upon the breach being remedied by the Operator to the satisfaction of the Broadcaster during the Term. In such an event, the Agreement shall be deemed to be valid only for the remainder period of the Term. However, in the event where the breach is not remedied during the validity of the Agreement, the signals may be reactivated by the Broadcaster only upon execution of a fresh interconnection agreement by the Operator and suitable remediation of the breach to the satisfaction of the Broadcaster.

15.3 The Operator shall have the right to terminate the Agreement if the Operator discontinues its business and provides at least 90 (ninety) days prior written notice. The written notice shall inter-alia state the reasons for shutting down of its business operations and shall also acknowledge the total outstanding owed by the Operator to the Broadcaster. The Operator shall also undertake to pay the said outstanding amount to the Broadcaster not later than one week after the closure of its business operations along with return of Equipment to the Broadcaster.

15.4 The Broadcaster shall have the right to disconnect/discontinue any of the Channels / Bouquet(s) or make changes in the nature or composition of the Channel(s)/Bouquet(s) (as the case may be) at any time by giving a prior written notice of 21 (twenty-one) days or such other notice period as mandated under the Applicable Laws.

15.5 Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator if the Operator breaches any of the Anti-Piracy Obligations and fails to cure such breach within ten (10) days of being required in writing to do so.

15.6 In the event the Applicable Laws are amended during the subsistence of this Agreement in a manner to remove the period for which the Disconnection Notice needs to remain valid before the signal of any or all of the Channels are switched off and accordingly the Agreement can be partially or wholly terminated respectively by Broadcaster, the remedy period for Operator's breach in Clause 15.2 (iii) shall be such period as may be prescribed by Broadcaster in its Disconnection Notice to the Operator.

15.7 The Broadcaster shall have the right to discontinue/remove/withdraw one or more Channels ("***Removed/ Affected Channels***"), as per Applicable Law and subject to Clause 15.4. Once a Channel becomes an Affected/Removed Channel, the same shall cease to be made available by Broadcaster on A-la-carte and/or as part of Bouquet. In case of any Broadcaster Channel being discontinued by the Broadcaster, effective MRP of the subscribed Bouquet consisting such Channel(s), would get adjusted by a factor of A-la-carte price of removed Channel(s) to sum of A-la-carte prices of all channels forming part of that subscribed Bouquet.

Example:-
If Sony Yay! is discontinued, MRP of Happy India Smart – Hindi bouquet will change from INR 48.00 to INR 45.73, as shown below:

A-la-carte MRP of Sony Yay! : INR 4.00
Sum of A-la-carte MRP of Happy India Smart – Hindi bouquet: INR 84.60

Hence reduction factor percentage:
= A-la carte MRP of Removed Channel ÷ Sum of A-la-carte MRPs of all Subscribed Channels forming part of the Subscribed Bouquet
= 4.00/84.60 x 100 = 4.73%

Hence new bouquet MRP = INR 48.00 * (1 – 4.73 %) = INR 45.73 /-

15.8 Upon expiry or termination of this Agreement for any reason:

i. each Party shall return to the other Party the Confidential Information, all materials and information (including intellectual property) pertaining to the other party or destroy the same upon being advised to do so by the other party. The Operator shall forthwith cease to use the Confidential Information pertaining to the Broadcaster;

ii. the Operator shall return the Equipment supplied by Broadcaster in accordance with the terms of this Agreement;

iii. the Operator shall cease to make any representations that it is associated with Broadcaster or the Channels;

iv. cease to distribute/re-transmit Broadcaster's Channels' to the Subscribers and

v. The Operator shall within seven (7) days from the date of termination deliver to Broadcaster all due and pending Reports and shall pay all pending payments including interest accrued to Broadcaster till date of deactivation

15.9 Termination or expiry of this Agreement will not affect the Operator's obligations that are meant to survive the expiry or termination of this Agreement including the payment of the Monthly Subscription Fees payable under this Agreement. For purposes of clarity, where the Agreement is terminated in accordance with the provisions hereof the Monthly Subscription Fees shall be payable until the effective date of termination.

15.10 Pursuant to Clause 15.2 of this Agreement and without derogating in any manner the right of Broadcaster to terminate this Agreement, where Broadcaster opts to suspend this Agreement partially in respect of certain specified Channels ("***Suspended Channels***") or whole of this Agreement in respect of all the Channels , then Broadcaster shall have a right, in addition to all the other rights and remedies available to Broadcaster in law, contract or equity, to claim the Monthly Subscription Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by Broadcaster through and until the Agreement is either reinstated or terminated by Broadcaster.

15.11 It is agreed and acknowledged by the Operator that if Broadcaster chooses to terminate the Agreement in its entirety or partially in respect of certain Suspended Channels due to the Operator having failed to remedy the breach notified by Broadcaster pursuant to Clause 15.2 due to which Broadcaster had suspended the Agreement, Broadcaster may not be required to provide a fresh Disconnection Notice if it is not required by the Applicable Laws.

15.12 Consequences Of Termination/ Deactivation:

In the event of termination of this Agreement or deactivation of the Broadcaster's Channel signals to the Operator's Platform for any reason, the following shall immediately come in to effect:

a) any outstanding Monthly Subscription Fees due and payable by the Operator for the period upto the date of termination/deactivation, shall become due and immediately payable;
b) Return to the Broadcaster the Equipment's in good working condition (as per the provisions mentioned in the Agreement);
c) The Operator shall immediately submit all the pending Subscriber Reports (as per the provisions mentioned in the Agreement) in respect of the period upto the date of termination/deactivation;
d) The Operator shall immediately cease distributing the Broadcaster's Channel signals in any manner;
e) Cease to make any representations that it is associated with the Broadcaster.

15.13 The following clauses shall survive the termination or expiry of this Agreement:

- Representations and Warranties,
- Indemnification, Limitation of Liability,

- Consequences of Termination/Deactivation,
- Confidentiality and
- any other clause which is implied to survive the termination/expiry of this Agreement.

16. Indemnification, Limitation of Liability

16.1 The Operator shall indemnify and hold Broadcaster and its respective officers, directors, employees, agents and Affiliates, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of: (a) the breach of any representation, warranty, covenant or undertaking made by the Operator hereunder or any other obligation of the Operator arising out of this Agreement; and (b) any third party claims that are brought against the Broadcaster which arise due to breach of any terms of this Agreement or misrepresentation by the Operator or breach of a covenant, undertaking or warranty by the Operator. Broadcaster shall notify the Operator in writing of the claim or action for which such indemnity applies.

16.2 The Broadcaster shall not be liable to the Operator, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

16.3 The aggregate liability of Broadcaster and its Affiliates to the Operator for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly Subscription Fee for the last month actually paid by the Operator to Broadcaster under this Agreement.

16.4 The Operator undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of Operator. Nothing in this Agreement or the contract(s) executed between the Subscriber and the Operator or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from Broadcaster or create any direct relationship between the Subscriber and Broadcaster.

16.5 It is expressly understood and agreed between the Parties that the Broadcaster shall have no liability or obligation whatsoever under this Agreement, towards the Operator, the Subscribers or any other person or Authority, arising from and/or in respect of:

a) any defect in any Equipment (including without limitation IRDs / PIRDs/ Viewing Cards/CAM) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow the Broadcaster's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by the Broadcaster, in which event the Broadcaster shall not be under any obligation to provide Operator with any other Equipment;
b) deactivation, disconnection, interruption of the Broadcaster's Channels or termination of this Agreement by the Broadcaster in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of non-payment of the Monthly Subscription Fee by the Operator or on account of any other breach of this Agreement by the Operator); or
c) failure on the part of the Operator to maintain the licenses and approvals required under Applicable Law.
d) any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of the Broadcaster;
e) any inaction or default on the part of the Operator, its distributor or installer;

17. Governing Law and Jurisdiction

The governing law shall be Indian law. TDSAT shall have the exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of the Agreement. Nothing contained in this Agreement shall be construed as restricting or limiting the right of Broadcaster to take action for violation of its rights under all Applicable Laws.

18. Impending Merger

i. CME, Zee Entertainment Enterprises Limited ("**ZEEL**") and Bangla Entertainment Private Limited ("**BEPL**") have entered into a Merger Cooperation Agreement dated 22 December 2021, as per the terms of which the Parties have agreed for the amalgamation of each of ZEEL and BEPL, with and into CME ("**Proposed Amalgamation**"). The Proposed Amalgamation is subject to certain approvals. Subject to the Proposed Amalgamation and the scheme becoming effective in accordance with its terms (the date on which it happens being the "**Closing Date**"), ZEEL and BEPL shall merge into CME and CME shall be the resultant surviving company ("**Merged Company**").

ii. After the Closing Date, CME/Merged Company shall become a public listed company. The relevant documents filed in connection with the Proposed Amalgamation are readily available on our website https://www.sonypicturesnetworks.com/investors-section/investors-document-list.

iii. CME shall endeavor to notify the DPOs in advance of the Closing Date. CME, in the capacity of the Merged Company, may publish its RIO at least thirty (30) days ahead of the Closing Date.

iv. The DPOs who would have signed the standalone RIO with CME for CME channels and with ZEEL for ZEEL channels ("**Standalone Executed RIO**"), shall continue to receive the signals of CME channels and ZEEL channels in accordance with the terms of the respective standalone RIOs of CME and ZEEL. For purposes of clarity, the standalone RIO of ZEEL shall stand novated to CME at the Closing Date and shall be valid only for the Term of the respective standalone RIOs. However, where the DPOs who have signed the Standalone Executed RIO, opt to sign the RIO of the Merged Company, then the RIO of the Merged Company shall supersede the standalone RIOs of CME and ZEEL. For the sake of clarity, it is hereby clarified that on the expiry of the standalone RIOs, the DPOs will have to execute the RIO of the Merged Company for availing the signals of CME's and ZEEL's Channels.

19. Miscellaneous

19.1 Entire agreement and binding effect

i. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior reference interconnect offer, interconnection / subscription agreements, understandings, minutes of meetings, oral or written, with respect thereto. Subject to the terms and conditions hereof, this Agreement is binding upon and will inure to the benefit of the parties and their respective successors.

ii. The Operator acknowledges that this Agreement is without prejudice and subject to the outcome of the order(s) of the High Court of Delhi in W.P.(C) No. 4091 of 2017, W.P.(C) No. 4135 of 2017, W.P.(C) No. 7017 of 2017, W.P.(C) No. 506/2016 & CM APPL. 2085/2016, W.P.(C) 5161/2014 & CM APPLs. 10283/2014, 9629/2015 & 18139/2015 or any other appeal/writ petition pending before any Authority/Court in connection with any of the subject matter contained herein or any further challenges arising from such writ petitions. The Broadcaster reserves the right to modify/terminate this Agreement, subject to the outcome of the aforesaid appeal/Writ Petition(s).

iii. The Operator acknowledges that the Broadcaster reserves the right to modify this Agreement at its sole discretion.

19.2 Force Majeure

i. If on account of a Force Majeure Event, either Party cannot perform its obligations hereunder for more than 30 (thirty) days, then either Party shall be entitled to terminate this Agreement by providing the other Party a prior written notice of 15 (fifteen) days or such other notice period as mandated under the Applicable Law.

ii. The Party affected by the Force Majeure Event must promptly notify to the other Party in writing (that is within 48 hours) of the occurrence and nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.

iii. The Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 19.2, neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to

subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Monthly Subscription Fee shall accrue and be payable by the Operator subject to the Force Majeure Event for the period during which the Force Majeure Event continues and/or until the Agreement is terminated by Broadcaster hereunder.

19.3 Confidentiality

i. The Parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other Party strictly confidential at all times.

ii. Any information provided by one Party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other Party.

iii. Other than the existence of this Agreement and the terms of this Agreement which are or come to the public domain with no fault of either Party or due to the Applicable Laws, no terms or conditions herein, nor any matters relating to the course of dealings between the Parties including all subscriber related information or any information pertain to the business of the operator/Broadcaster shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to- know basis, and except as may be required by any applicable government agency, regulatory body or court.

19.4 Notices

All notices must be in writing sent during working hours, by personal delivery or courier or registered post or email to such address of Broadcaster and Operator as specified in this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2nd business day when sent by courier; and (c) fifth business day when sent by registered post.

19.5 Assignment

i. Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of Broadcaster, to assign or transfer, in whole or in part, the Agreement or any of its rights or obligations hereunder to any third Party including its affiliates. Upon any breach, whether actual, potential or threatened, of this Clause 19.5, the Operator shall be deemed to be unauthorized to retransmit the signals of the Channels and in material breach of this Agreement which shall entitle Broadcaster to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.

ii. The Broadcaster may, at any time, assign or novate the Agreement including, without limitation, its rights and obligations hereunder, either in whole or in parts, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as Broadcaster vis-a-vis the Operator. Such assignment or novation by Broadcaster shall be effective on and from the date as communicated in writing by Broadcaster to the Operator.

19.6 Amendment

No amendment to this Agreement shall be valid unless prepared in writing and signed by the authorized signatories of each of the Parties.

19.7 Survivability

The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement shall continue to have effect after the end of the Term.

19.8 Specific Performance

The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster and therefore Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Operator from committing any violation of this Agreement or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies Broadcaster may have at law or in equity, including without limitation a right for damages.

19.9 Guarantee

The Operator shall procure that its permitted and authorized sub-operators who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Operator guarantees the performance of the obligations of its permitted and authorized sub-operators under the terms of this Agreement. Any breach or default of this Clause 19.9 by the permitted and authorized affiliate, sub-operator shall constitute a material breach by the Operator of the terms of this Agreement.

19.10 Severability

If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.

19.11 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

19.12 Agency

Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties.

19.13 Counterpart

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Alternatively, the Parties shall endeavor to sign this Agreement digitally.

19.14 Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislatures or parliament, laws, ordinances, orders, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal, etc, ("**Applicable Changes**") which would have an impact on the Interconnection Agreement then the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement in lines with such Applicable Changes. Such amendment shall take effect from the effective date of such Applicable Change.

19.15 Compliance with anti-bribery laws

It is the policy of the Broadcaster to comply and require parties with whom it contracts to comply with the Indian Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, and all other applicable anti-bribery laws (collectively, "**Anti-Bribery Laws**"). Operator represents, warrants and covenants that: (i) Operator is aware of the Anti-Bribery Laws and will advise all persons and parties supervised by it of the requirements of the Anti-Bribery Laws; (ii) Operator has not and will not cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Operator learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, Operator shall immediately notify Broadcaster. Operator will indemnify, defend and hold harmless the Broadcaster and Broadcaster and its representatives for any and all liability arising from any violation of the Anti-Bribery Laws caused or facilitated by Operator. In the event Broadcaster deems that it has reasonable grounds to suspect Operator has violated the Anti-Bribery Laws, Broadcaster and its representatives shall have the

right to review and audit, at Broadcaster's expense, any and all books and financial records of Operator at any time, and Broadcaster shall be entitled partially or totally to suspend its performance hereunder until such time it is proven to Broadcaster's satisfaction that Operator has not violated the Anti-Bribery Laws. In the event Broadcaster determines, in its sole discretion (whether through an audit or otherwise), that Operator has violated the Anti-Bribery Laws, either in connection with this Agreement or otherwise, Broadcaster may terminate this Agreement immediately upon written notice to Operator. Such suspension or termination of this Agreement shall not subject Broadcaster to any liability, whether in contract or tort or otherwise, to Broadcaster or any third party, and Broadcaster's rights to indemnification shall survive such suspension or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For SKYLINK NETWORKS	Senthil Kumar K Senthil Kumar K (Oct 21, 2024 14:49 GMT+5.5) Name: SENTHILKUMAR KUPPUSAMY Designation: PROPRIETOR *Date: Oct 21, 2024
For Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)	Kamakshi Sarkar Kamakshi Sarkar (Oct 21, 2024 14:50 GMT+5.5) Name: Kamakshi Sarkar Designation : GroupStateHead *Date: Oct 21, 2024

**The Agreement execution date shall be deemed to be the date on* which the *Operator/Broadcaster has last signed* the *Agreement.*

SCHEDULE A

VALIDATION FORM

Term*: One year from Agreement Start Date.

Agreement Start Date: Oct 21, 2024

**Where the end date of the Agreement falls on any date other than the last day of the month, in such case(s) the end date of the Agreement shall be construed to be the last date of the month in which the Agreement was to originally expire. For example, if the original one year Agreement Term is from 15/03/2024 to 14/03/2025 then the end date of such Agreement shall be deemed to be 31/03/2025.*

Authorized Area(s)/Territory: (please provide complete details)**:**

Details of agreed areas for distribution of signal of Subscribed Channels by the Operator:

Details of Area Serviced by Customer (Territory):

State	District(s) covered	Authorized Area/Territory
ALL INDIA		

Bill code:

Bill Code	Applicable GSTIN	Area Catered by Bill Code
C1265SP001	33CCJPS4784G2Z5	ALL INDIA

A-LA-CARTE AND BOUQUET MRP OF THE CHANNELS

I. A-LA-CARTE MAXIMUM RETAIL PRICES OF STANDARD DEFINITION AND HIGH DEFINITION CHANNELS

A. List of Standard Definition (SD) Pay Channels of the Broadcaster offered on A-la-Carte basis with MRP of the Channel:

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	MRP*	OPR*
1	☑	SONY AATH	SPN00000AATH	BENGALI GEC	6	4.8
2	☑	SONY BBC EARTH	SPN00000BBCE	INFOTAINMENT	3	2.4
3	☑	SONY ENTERTAINMENT TELEVISION	SPN000000SET	HINDI GEC	19	15.2
4	☑	SONY MARATHI	SPN000000MAR	MARATHI GEC	6	4.8
5	☑	SONY MAX	SPN000000MAX	HINDI MOVIES	19	15.2
6	☑	SONY MAX 2	SPN00000MAX2	HINDI MOVIES	1	0.8
7	☑	SONY PAL	SPN000000PAL	HINDI GEC	0.5	0.4
8	☑	SONY PIX	SPN000000PIX	ENGLISH MOVIES	10	8
9	☑	SONY SAB	SPN000000SAB	HINDI GEC	19	15.2
10	☑	SONY SPORTS TEN 1	SPN00000TEN1	SPORTS	19	15.2
11	☑	SONY SPORTS TEN 2	SPN00000TEN2	SPORTS	19	15.2
12	☑	SONY SPORTS TEN 3	SPN00000TEN3	SPORTS	19	15.2
13	☑	SONY SPORTS TEN 4	SPN00000TEN4	SPORTS	17	13.6
14	☑	SONY SPORTS TEN 5	SPN000000SIX	SPORTS	19	15.2
15	☑	SONY WAH	SPN000000WAH	HINDI MOVIES	0.1	0.08
16	☑	SONY YAY!	SPN000000YAY	KIDS	4	3.2

Note:
*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra

B. List of High Definition (HD) Channels of the Broadcaster offered on A-la-Carte Basis with MRP of the Channel:

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	MRP*	OPR*
1	☑	SONY BBC EARTH HD	SPN000BBCEHD	INFOTAINMENT	19	15.2
2	☑	SONY ENTERTAINMENT TELEVISION HD	SPN0000SETHD	HINDI GEC	19	15.2
3	☑	SONY MAX HD	SPN0000MAXHD	HINDI MOVIES	19	15.2
4	☑	SONY PIX HD	SPN0000PIXHD	ENGLISH MOVIES	19	15.2
5	☑	SONY SAB HD	SPN0000SABHD	HINDI GEC	19	15.2
6	☑	SONY SPORTS TEN 1 HD	SPN000TEN1HD	SPORTS	19	15.2
7	☑	SONY SPORTS TEN 2 HD	SPN000TEN2HD	SPORTS	19	15.2
8	☑	SONY SPORTS TEN 3 HD	SPN000TEN3HD	SPORTS	19	15.2
9	☑	SONY SPORTS TEN 4 HD	SPN000TEN4HD	SPORTS	19	15.2
10	☑	SONY SPORTS TEN 5 HD	SPN0000SIXHD	SPORTS	19	15.2

Note:
*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra

II.BOUQUET OF PAY CHANNELS OF THE BROADCASTER ALONG WITH MRP:

List of Bouquet (s) of Broadcaster's Channels with MRP and Operator Rate of each bouquet offered.

Sr. No	Select/ Check Box	Bouquet Names	Bouquet Code	Bouquet Type	MRP*	OPR*	Bouquet Composition
1	☑	HAPPY INDIA SMART - HINDI	SPN00000HISH	SD	48	38.4	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 3,SONY WAH
2	☑	HAPPY INDIA SMART - MARATHI	SPN00000HISM	SD	51	40.8	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY MARATHI,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 3,SONY WAH
3	☑	HAPPY INDIA SMART - BANGLA	SPN00000HISB	SD	51	40.8	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY AATH,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 3,SONY WAH
4	☑	HAPPY INDIA SMART PLUS - HINDI	SPN0000HISPH	SD	87	69.6	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY PIX,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 3,SONY WAH
5	☑	HAPPY INDIA SMART PLUS - MARATHI	SPN0000HISPM	SD	91	72.8	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY MARATHI,SONY PIX,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 3,SONY WAH
6	☑	HAPPY INDIA SMART PLUS - BANGLA	SPN0000HISPB	SD	91	72.8	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY PIX,SONY AATH,SONY SAB,SONY ENTERTAINMENT TELEVISION,SONY MAX,SONY PAL,SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 3,SONY WAH
7	☑	HAPPY INDIA SMART - SOUTH 1	SPN0000HISS1	SD	26	20.8	SONY YAY!,SONY BBC EARTH,SONY SPORTS TEN 5,SONY SPORTS TEN 1

8	☑	HAPPY INDIA SMART - SOUTH 2	SPN0000HISS2	SD	25	20	SONY YAY!,SONY BBC EARTH,SONY SPORTS TEN 1,SONY SPORTS TEN 4
9	☑	HAPPY INDIA SMART PLUS - SOUTH	SPN0000HISPS	SD	43	34.4	SONY YAY!,SONY BBC EARTH,SONY MAX 2,SONY PIX,SONY ENTERTAINMENT TELEVISION,SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY WAH
10	☑	HAPPY INDIA SPORTS ACTION	SPN00000HISA	SD	49	39.2	SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 3
11	☑	HAPPY INDIA SPORTS ACTION - SOUTH	SPN0000HISAS	SD	47	37.6	SONY SPORTS TEN 5,SONY SPORTS TEN 1,SONY SPORTS TEN 2,SONY SPORTS TEN 4
12	☑	HAPPY INDIA ENGLISH DELIGHT	SPN00000HIED	SD	13	10.4	SONY YAY!,SONY BBC EARTH,SONY PIX
13	☑	HAPPY INDIA SMART HD - HINDI	SPN000HISHHD	HD	83	66.4	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH
14	☑	HAPPY INDIA SMART HD - MARATHI	SPN000HISMHD	HD	86	68.8	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY MARATHI,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH
15	☑	HAPPY INDIA SMART HD - BANGLA	SPN000HISBHD	HD	86	68.8	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY AATH,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH
16	☑	HAPPY INDIA SMART HD PLUS - HINDI	SPN00HISPHHD	HD	105	84	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY PIX HD,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH,SONY SPORTS TEN 5 HD
17	☑	HAPPY INDIA SMART HD PLUS - MARATHI	SPN00HISPMHD	HD	107	85.6	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY MARATHI,SONY PIX HD,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY

							WAH,SONY SPORTS TEN 5 HD
18	☑	HAPPY INDIA SMART HD PLUS - BANGLA	SPN00HISPB HD	HD	107	85.6	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY PIX HD,SONY AATH,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH,SONY SPORTS TEN 5 HD
19	☑	HAPPY INDIA ALL HD	SPN0000HIAH D	HD	110	88	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY MAX 2,SONY MAX HD,SONY MARATHI,SONY PIX HD,SONY AATH,SONY SAB HD,SONY ENTERTAINMENT TELEVISION HD,SONY PAL,SONY WAH,SONY SPORTS TEN 5 HD
20	☑	HAPPY INDIA SMART HD - SOUTH 1	SPN00HISS1H D	HD	38	30.4	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 5 HD
21	☑	HAPPY INDIA SMART HD - SOUTH 2	SPN00HISS2H D	HD	38	30.4	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY SPORTS TEN 4 HD
22	☑	HAPPY INDIA SPORTS ACTION HD	SPN000HISAH D	HD	63	50.4	SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 3 HD,SONY SPORTS TEN 5 HD
23	☑	HAPPY INDIA SPORTS ACTION HD - SOUTH	SPN00HISAS HD	HD	63	50.4	SONY SPORTS TEN 1 HD,SONY SPORTS TEN 2 HD,SONY SPORTS TEN 4 HD,SONY SPORTS TEN 5 HD
24	☑	HAPPY INDIA ENGLISH DELIGHT HD	SPN000HIED HD	HD	33	26.4	SONY YAY!,SONY BBC EARTH HD,SONY PIX HD
25	☑	HAPPY INDIA SMART HD PLUS - SOUTH	SPN00HISPS HD	HD	59	47.2	SONY YAY!,SONY BBC EARTH HD,SONY SPORTS TEN 1 HD,SONY MAX 2,SONY PIX HD,SONY ENTERTAINMENT TELEVISION HD,SONY WAH,SONY SPORTS TEN 5 HD

Note:
*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra
*Bouquet Type: Any bouquet which contains at least one high definition (HD) channel is considered a HD bouquet. Similarly, any bouquet which contains only standard definitions (SD) channels is a SD bouquet

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For SKYLINK NETWORKS	Senthil Kumar K Senthil Kumar K (Oct 21, 2024 14:49 GMT+5.5) Name: SENTHILKUMAR KUPPUSAMY Designation: PROPRIETOR *Date: Oct 21, 2024
For Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)	Kamakshi Sarkar Kamakshi Sarkar (Oct 21, 2024 14:50 GMT+5.5) Name: Kamakshi Sarkar Designation: GroupStateHead *Date: Oct 21, 2024

**The Agreement execution date shall be deemed to be the date on which the* Operator/Broadcaster has last signed *the* Agreement.

Schedule A1

Broadcaster's MRP Incentive Scheme ("Scheme/Incentive Scheme")

Incentives

To enhance access to diverse content comprised in the Broadcaster Channels by the Subscribers of television Channels, the Broadcaster i.e. Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited) is offering incentives as per Applicable Law to all digital addressable distribution platform operators on the Subscribed Channel(s) on A-la-Carte and Bouquet basis who fulfils the conditions mentioned herein. The Broadcaster believes that by availing this Incentive Scheme, the Operator will have the ability to pass on the benefit of this incentive to their Subscribers and thus making their Channel(s) subscription on A-la-Carte and Bouquet basis more affordable.

1 Eligibility Criteria

1.1 Subject to the Operator satisfying the Eligibility Criteria (defined hereinbelow), the Broadcaster hereby offers different types of incentives for distributing the Subscribed Channels on A-la-Carte and Bouquet basis on the Platform **(subject to cap of 15% of the MRP of the Subscribed Channels and Bouquets)**, where each such incentive is linked to the Subscribed Channels distributed by the Operator on the Platform under the Agreement, as detailed under Clause 2 of this Incentive Scheme (collectively the "***Incentives***" and individually as an "***Incentive***").

1.2 The Operator shall be eligible to avail the incentives, upon specifically opting in by selecting the option of the incentive(s) in the Agreement (wherever applicable), subject to the Operator meeting each of the eligibility criteria as mentioned in this Schedule ("***Eligibility Criteria***"):

a. The incentives under this Scheme are applicable if the Operator has opted for the Subscribed Channels of the Broadcaster on Ala-Carte and Bouquet basis.
b. The Operator shall place the Channels in parity with the channels of other competing broadcasters in such a manner that all television channels of a particular language in a genre are displayed together consecutively as set out in Table B of this Scheme
c. The Operator shall ensure that during the Term, the Bouquet(s) and Channel(s) opted by the Operator will be made available to all its subscribers continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement.
d. The Operator shall not default in providing the Monthly Subscriber Reports as per prescribed formats.

Upon fulfilment of all the above conditions as set out in the eligibility criteria in Clause 1.2 above, the Operator shall be eligible to avail incentive(s) as more specifically mentioned herein. It must be noted by the Operator that at the time of execution of the Agreement, should the Operator wish to avail the incentive(s), it must opt for the incentive(s).

2 INCENTIVE SCHEME ON MRP OF BROADCASTER'S CHANNELS OPTED BY THE OPERATOR ON A-LA-CARTE AND BOUQUET BASIS:

2.1 The Operator shall, subject to compliance with each of the Eligibility Criteria as set out in this Incentive Scheme, be eligible to avail the monthly incentives on the MRP of Subscribed Bouquets and Ala-carte Channels strictly in the manner and conditions set forth herein.

2.2 Broadcaster is offering the following incentives to the Operator on the MRP of Subscribed Channel(s) on Ala-carte and Bouquet basis subject to the Operator meeting specific LCN Slabs as defined in Table B hereinbelow. ***For purpose of clarity, in case the Operator doesn't meet the specific LCN Slabs as defined in Table B of this Schedule, the Operator shall not be entitled to any incentives under this Agreement***.

2.3 It is hereby clarified that the total incentive that can be availed by an Operator cannot exceed 15% of the MRP of Subscribed Bouquets and Ala-carte Channels at any given point of time.

2.4 The incentives offered by the Broadcaster under the Agreement for the Subscribed Bouquets and Ala-carte Channels are set out herein subject to the Operator fulfilling the respective incentive qualifying parameter

SR. NO.	TYPE OF INCENTIVE	PRECONDITION FOR AVAILING OF INCENTIVE
1	Penetration Incentive	Subject to Operator fulfilling the LCN qualifications as stated herein below and LCN Slabs as laid down in Table B of this Schedule
2	HD Conversion	

Does the Operator intend to avail the Incentive Scheme: Yes ☑ No ☐

(tick mark (√) which is applicable)

By opting for this Incentive Scheme, the Operator shall be presumed to have read and accepted the conditions as detailed in this Agreement.

LCN qualifications:

a. In the event, if out of all Subscribed Channels, 1 channel is placed in LCN Slab 2 and rest of the channels are placed in LCN Slab1, then for all subscribed channels incentives will be considered as per LCN Slab 2. Similarly, if out of all Subscribed Channels, 1 channel is placed beyond LCN Slab 2 and the rest of the channels are placed in LCN Slab 1 or LCN Slab 2, then the Operator shall not be entitled to any Incentive under this Agreement.

b. In the event, a Subscribed Channel has different LCN ranks across the Operator's platform then the Operator acknowledges and agrees that the worst LCN rank (highest numerical value) will be considered for calculating the actual LCN Rank for such Channel.

c. In the event, the Operator has multiple head ends with different actual LCN Rank for the Subscribed Channels, then the worst LCN rank (highest numerical) for each of the Subscribed Channels shall be considered for the purpose of identification of the applicable LCN Slab.

d. Actual LCN Rank for each of the Subscribed Channels will be considered only in their respective Primary Market(s) as per Table-A for the purpose of identification of applicable LCN Slab.

e. If the Operator has opted for incentives under this Agreement, then the Operator shall provide channel wise LCN report as defined in Schedule C of this Agreement. Such LCN report provided by the Operator will be verified with the records of the Broadcaster and if found eligible, Operator will be eligible for the incentive. If the Operator does not provide the LCN report within the Incentive Qualifying Report Deadline, then the Broadcaster shall proceed with checking the LCN Slab eligibility & identify the LCN Slab, if found eligible, on the basis of its own records.

f. The Operator shall be eligible for "incentive" subject to the Operator meeting the desired LCN rank requirements as set out herein within the specified genre on the Operator's platform, after factoring all local channels and Platform Services of the Operator, for all the Subscribed Channels.

Local Channels and Services of the Operator shall mean and include channels and/or services owned and/or operated by the Operator that are not delivered through any linear broadcast and such channels which are not construed to be a television channel which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time. The following illustration clarifies the aforesaid:

LCN	Channel
101	STAR GOLD
102	Local channel of the Operator
103	SONY MAX
104	ZEE CINEMA

In the above case, in the Hindi Movies Genre, LCN rank of SONY MAX in the genre shall be calculated as 3 and not 2 and the Operator's eligibility for "incentive" shall be calculated accordingly. Thus, the Broadcaster shall consider placement of local channels and Platform Services in the genre while computing LCN ranks and applicable incentives.

g. In the event that the Operator, for any reason whatsoever, fails to place any of the Channel(s) as per the defined LCN Slabs in Table B below and subject to the conditions mentioned above, during any day of the month and Operator is not able to restore the Channel/s in the defined LCN Slabs within 3 days from the date of such displacement ("Cure Period"), then the Operator shall not be eligible to receive any incentive for any of the Subscribed Channels for that particular month.

LCN Slab eligibility illustration:
The Operator ABC based in Gujarat State subscribes to the Channels as per below table and places them in the Operator's electronic program guide (EPG) system in the LCNs specified in the below table

Subscribed Channels through Bouquets/A-la-carte	SONY ENTERTAINMENT TELEVISION SONY SAB SONY PAL SONY MAX SONY MAX 2 SONY WAH Sony Yay! SONY MARATHI SONY BBC EARTH SONY SPORTS TEN 3
LCNs assigned to the Subscribed Channels by Operator ABC in its EPG	SONY ENTERTAINMENT TELEVISION:4th LCN in genre SONY SAB : 5th LCN in genre SONY PAL : 10th LCN in genre SONY MAX : 2nd LCN in genre SONY MAX 2 : 9th LCN in genre SONY WAH : 10th LCN in genre Sony Yay! : 4th LCN in genre SONY MARATHI : 7th LCN in genre SONY BBC EARTH : 4th LCN in genre SONY SPORTS TEN 3 :6th LCN in genre
LCN Slab eligibility	All channels mentioned above except Sony Max 2 & Sony Marathi are placed in LCN Slab 1 as per Table B Sony Marathi is not placed in either LCN Slab 1 nor LCN Slab 2 but as the operator does not operate in Sony Marathi's primary market, this will not be considered for LCN Slab identification. Sony Max 2 is placed in LCN Slab 2 as per Table B. Since all the subscribed channels are eligible for Slab 1 except Sony Max 2, hence Operator ABC is eligible for LCN Slab 2 for all the Subscribed Channels

Table A: Primary Market

Sr No	Channels	Genre & Language	Primary Market(s)
1	SONY ENTERTAINMENT TELEVISION	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
2	SONY SAB	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
3	SONY PAL	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
4	SONY MAX	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
5	SONY MAX 2	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
6	SONY WAH	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
7	Sony Yay!	Kids (Hindi, Gujarati, Marathi, Kannada, Tamil, Telugu, Malayalam, Bengali)	All India
8	SONY MARATHI	General Entertainment Channel (Marathi)	Maharashtra
9	SONY AATH	General Entertainment Channel (Bengali)	West Bengal/ Andaman & Nicobar Islands
10	SONY PIX	Movies (English)	All India

11	SONY BBC EARTH	Infotainment (English, Hindi, Tamil, Telugu)	All India
12	SONY SPORTS TEN 5	Sports (English)	All India
13	SONY SPORTS TEN 1	Sports (English)	All India
14	SONY SPORTS TEN 2	Sports (English)	All India
15	SONY SPORTS TEN 3	Sports (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
16	SONY SPORTS TEN 4	Sports (Telugu, Tamil)	Tamil Nadu/ Puducherry / Andhra Pradesh /Telangana
17	SONY ENTERTAINMENT TELEVISION HD	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar
18	SONY SAB HD	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar
19	SONY MAX HD	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar
20	SONY PIX HD	Movies (English)	All India
21	SONY BBC EARTH HD	Infotainment (English, Hindi, Tamil, Telugu)	All India
22	SONY SPORTS TEN 5 HD	Sports (English)	All India
23	SONY SPORTS TEN 1 HD	Sports (English)	All India
24	SONY SPORTS TEN 2 HD	Sports (English)	All India
25	SONY SPORTS TEN 3 HD	Sports (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar
26	SONY SPORTS TEN 4 HD	Sports (Telugu, Tamil)	Tamil Nadu/ Puducherry/ Andhra Pradesh/Telangana

For the purpose of this Agreement, the term "Specified States" shall mean the following:

Specified States**	Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli and Daman and Diu, , National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh and Uttarakhand

Table B – LCN Slabs:

Sr. No	Channels	Genre & Language	Competing channels	LCN Slab 1	LCN Slab 2
1	SONY ENTERTAINMENT TELEVISION	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	**Top 4**	**Top 6**
2	SONY SAB	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	**Top 5**	**Top 7**
3	SONY PAL	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, Star Bharat, Colors Rishtey, Zee Anmol, other similar channels	**Top 10**	**Top 15**
4	SONY MAX	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Star Gold 2 other similar channels	**Top 3**	**Top 3**
5	SONY MAX 2	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Zee Bollywood, other similar channels	**Top 8**	**Top 10**
6	SONY WAH	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Zee Anmol Cinema, Colors Cineplex Superhits, Star Utsav Movies, other similar channels	**Top 10**	**Top 15**
7	Sony Yay!	Kids (Hindi, Gujarati, Marathi,	Nick, Pogo, Cartoon Network, Hungama, Disney Channel, Discovery	**Top 4**	**Top 8**

		Kannada, Tamil, Telugu, Malayalam, Bengali)	Kids, other similar channels		
8	SONY PIX	Movies (English)	Star Movies, Movies Now, MNX, &Flix, other similar channels	**Top 4**	**Top 5**
9	SONY BBC EARTH	Infotainment (English, Hindi, Tamil, Telugu)	Discovery Channel, Animal Planet, National Geographic, History TV18, other similar channels	**Top 4**	**Top 6**
10	SONY AATH	General Entertainment Channel (Bengali)	Star Jalsha, Zee Bangla, Colors Bangla, other similar channels	**Top 5**	**Top 6**
11	SONY SPORTS TEN 1	Sports (English)	All Star Sports and Sports 18 channels and other similar channels	**Top 5**	**Top 7**
12	SONY SPORTS TEN 2	Sports (English)	All Star Sports and Sports 18 channels and other similar channels	**Top 6**	**Top 8**
13	SONY SPORTS TEN 3	Sports (Hindi)	All Star Sports and Sports 18 channels and other similar channels	**Top 8**	**Top 10**
14	SONY SPORTS TEN 4	Sports (Telugu, Tamil)	All Star Sports and Sports 18 channels and other similar channels	**Top 11**	**Top 13**
15	SONY SPORTS TEN 5	Sports (English)	All Star Sports and Sports 18 channels and other similar channels	**Top 7**	**Top 9**
16	SONY MARATHI	General Entertainment Channel (Marathi)	Zee Marathi, Colors Marathi, Star Pravah, Zee Yuva, other similar channels	**Top 5**	**Top 5**
17	SONY ENTERTAINMENT TELEVISION HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	**Top 4**	**Top 5**
18	SONY SAB HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	**Top 5**	**Top 7**
19	SONY MAX HD	Movies (Hindi)	Star Gold HD, Star Gold Select HD, Zee Cinema HD, &Pictures HD, other similar channels	**Top 3**	**Top 3**
20	SONY PIX HD	Movies (English)	Star Movies HD, Star Movies Select HD, Movies Now HD, MN+, MNX HD, &Flix HD, other similar channels	**Top 4**	**Top 6**
21	SONY BBC EARTH HD	Infotainment (English, Hindi, Tamil, Telugu)	Discovery Channel HD, Animal Planet HD, National Geographic HD, History TV18 HD, other similar channels	**Top 4**	**Top 7**
22	SONY SPORTS TEN 1 HD	Sports (English)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 4**	**Top 7**
23	SONY SPORTS TEN 2 HD	Sports (English)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 5**	**Top 8**
24	SONY SPORTS TEN 3 HD	Sports (Hindi)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 7**	**Top 10**
25	SONY SPORTS TEN 4 HD	Sports (Telugu, Tamil)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 8**	**Top 11**
26	SONY SPORTS TEN 5 HD	Sports (English)	All Star Sports HD and Sports 18 HD channels and other similar channels	**Top 6**	**Top 9**

For the purpose of the Agreement, the following terms have been defined:

- Active platform subscriber base: The active platform subscriber base shall mean the subscribers who have subscribed to broadcasting services from the Operator.

- **Active platform SD subscriber base:** The active platform SD subscriber base shall mean the active platform subscriber base who have not subscribed to even a single HD channel from the Operator.

- Active platform HD subscriber base: The active platform HD subscriber base shall mean the active platform subscriber base who have subscribed to one or more HD channels from the Operator.

- Penetration threshold: Penetration threshold shall mean the penetration percentage for the relevant subscribed channels on the active platform subscriber base in the defined Primary Market as mentioned in Table A.

- Broadcaster HD Penetration: Broadcaster HD Penetration shall be taken as the highest penetration percentage of a Broadcaster HD channel (in its primary market) as numerator and Active platform HD subscriber base of the Operator as denominator.

For Eg: If Operator ABC has achieved below HD channel penetration in Rajasthan market:

- SONY ENTERTAINMENT TELEVISION HD = 93%
- SONY SAB HD = 86%
- SONY MAX HD = 86%

Hence, the Broadcaster HD Penetration would be taken as 93%.

TYPES OF INCENTIVES:

I. **PENETRATION INCENTIVE:**

Incentive Type	Criteria	If LCN rank requirements met as per LCN Slab 1 in Table B	If LCN rank requirements met as per LCN Slab 2 in Table B
Penetration Incentive	Penetration Threshold: Slab 1 (as mentioned in Table C)	13%	9%
	Penetration Threshold: Slab 2 (as mentioned in Table C)	8%	4%

Terms and conditions:
Operator shall be entitled to Penetration Incentive in a particular market for the respective Subscribed Bouquets and Ala-carte Channels subject to the Operator meeting the below criteria's:

a. Meeting the specified LCN rank requirements as per the LCN Slabs specified in Table B within the specified genre on the Operator's platform, including all its local channels and Platform Services, for all the Subscribed Channels

b. The respective channel achieving the penetration threshold slab (through Bouquets as well as Ala carte) in the defined market as mentioned in Table C

c. Penetration threshold shall mean the penetration percentage for the relevant subscribed channels on the Active platform subscriber base in the defined Primary Market.

   - For channels having both HD & SD variants (e.g. SONY MAX, SONY SAB), penetration percentage will be calculated by considering the summation of subscriber base of both the variants as numerator and Active platform subscriber base as denominator. If the channel achieves the penetration as defined in Table C, then incentive will be applicable for both the variants.
   - For channels having only SD variant (e.g. Sony Max 2, Sony Pal), penetration percentage will be calculated by considering the channel subscriber base (forming part of SD bouquet, HD bouquet and Ala Carte) as numerator and Active platform subscriber base as denominator.

d. Penetration incentive will be calculated for qualifying channels basis the respective market, on proportionate revenue from such channel as a-la-carte and as part of (any) bouquet, as illustrated hereinbelow.

Penetration Incentive for a Channel shall be calculated as per the following formula:

Qualified Penetration Incentive % *multiplied by* [(A-la-carte Channel MRP *multiplied by* A-la-carte Subscribers in the specific market) *plus* (Effective Channel Price in a Bouquet *multiplied by* Bouquet Subscribers in the specific market)]

Effective Channel Price in a Bouquet:

Effective Channel price in a Bouquet shall be computed by reducing such percentage from the A-la-carte MRP of a Channel that is equivalent to the percentage of discount that the Broadcaster is offering on the MRP of the relevant

Bouquet vis-a-vis the sum of A-la-carte MRP of all channels forming part of such Bouquet

Table C: Marketwise penetration threshold

Channels	SPECIFIED STATES		MAHARASHTRA		WEST BENGAL/ANDAMAN AND NICOBAR ISLAND		TAMIL NADU/ PUDUCHERRY/ANDHRA PRADESH/TELANGANA		KARNATAKA/KERALA/ LAKSHADWEEP		ALL INDIA	
	Slab -1	Slab-2	Slab -1	Slab - 2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2
SONY ENTERTAINMENT TELEVISION + SONY ENTERTAINMENT TELEVISION HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY SAB + SONY SAB HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY PAL	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY MAX + SONY MAX HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY MAX 2	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY WAH	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY YAY!	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%
SONY PIX + SONY PIX HD	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%
SONY BBC EARTH + SONY BBC EARTH HD	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%
SONY MARATHI	25%	20%	80%	75%	25%	20%	25%	20%	25%	20%	80%	75%
SONY AATH	25%	20%	25%	20%	80%	75%	25%	20%	25%	20%	80%	75%
SONY SPORTS TEN 1 + SONY SPORTS TEN 1 HD	25%	20%	25%	20%	25%	20%	80%	75%	80%	75%	80%	75%
SONY SPORTS TEN 2 + SONY SPORTS TEN 2 HD	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%
SONY SPORTS TEN 3 + SONY SPORTS TEN 3 HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	80%	75%
SONY SPORTS TEN 4 + SONY SPORTS TEN 4 HD	25%	20%	25%	20%	25%	20%	80%	75%	25%	20%	80%	75%
SONY SPORTS TEN 5 + SONY SPORTS TEN 5 HD	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%	80%	75%

Illustration showing calculation of Penetration incentive:

Operator ABC has presence in market(s) as per below table and has subscribed to Broadcaster's bouquets and channels. Assuming the Operator has placed all the Subscribed Channels as per LCN Slab 1 as per Table B and achieves below subscriber base for the subscribed bouquet and channels in month of February, 2024

Presence of Operator ABC in market(s)	**Rajasthan**
Active platform SD Subscriber base of Operator ABC in market(s) **(A)**	6,500
Subscribed Channels	SONY ENTERTAINMENT TELEVISION
	SONY SAB
	SONY MAX
	SONY PAL
	SONY WAH
	Sony Yay!
	SONY MAX 2
	SONY BBC EARTH
	SONY SPORTS TEN 3
Subscribed Bouquets	HAPPY INDIA SMART - HINDI
Subscribed Channels MRP **(B)**	SONY ENTERTAINMENT TELEVISION = Rs. 19
	SONY SAB = Rs. 19
	SONY MAX = Rs. 19
	SONY PAL = Rs. 0.5
	SONY WAH = Rs. 0.1
	Sony Yay! = Rs. 4
	SONY MAX 2 = Rs. 1
	SONY BBC EARTH = Rs. 3
	SONY SPORTS TEN 3 = Rs. 19
Subscribed Bouquets MRP **(C)**	HAPPY INDIA SMART – HINDI = Rs. 48
Effective channel price in subscribed bouquet **(D)**	SONY ENTERTAINMENT TELEVISION = Rs. 10.78
	SONY SAB = Rs. 10.78
	SONY MAX = Rs. 10.78
	SONY PAL = Rs. 0.28
	SONY WAH = Rs. 0.06
	Sony Yay! = Rs. 2.27
	SONY MAX 2 = Rs. 0.57
	SONY BBC EARTH = Rs. 1.70
	SONY SPORTS TEN 3 = Rs. 10.78
Monthly Active Subscriber Base for Subscribed Channels on Ala Carte basis **(E)**	SONY ENTERTAINMENT TELEVISION = 1200
	SONY SAB = 1100
	SONY MAX = 1500
	SONY PAL = 1600
	SONY WAH = 1800
	Sony Yay! = 1300
	SONY MAX 2 = 2000
	SONY BBC EARTH = 850

	SONY SPORTS TEN 3 = 775
Monthly Active Subscriber Base for Subscribed bouquet **(F)**	HAPPY INDIA SMART – HINDI=4100
Penetration of Subscribed Channels (Bouquet + A-la-carte) in their respective Primary Market(s) as per Table C ((E + F)/A)	SONY ENTERTAINMENT TELEVISION = 82%
	SONY SAB = 80%
	SONY MAX = 86%
	SONY PAL = 88%
	SONY WAH = 91%
	Sony Yay! = 83%
	SONY MAX 2 = 94%
	SONY BBC EARTH = 76%
	SONY SPORTS TEN 3 = 75%
Penetration incentive % on Subscribed Channels that Operator ABC will avail as per Table C **(G)**	SONY ENTERTAINMENT TELEVISION = 13%
	SONY SAB = 13%
	SONY MAX = 13%
	SONY PAL = 13%
	SONY WAH = 13%
	Sony Yay! = 13%
	SONY MAX 2 = 13%
	SONY BBC EARTH = 8%
	SONY SPORTS TEN 3 = 8%
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through bouquet for the month of February, 2024 **(H)** (H=G*F*D)	SONY ENTERTAINMENT TELEVISION = Rs. 5746
	SONY SAB = Rs. 5746
	SONY MAX = Rs. 5746
	SONY PAL = Rs. 151
	SONY WAH = Rs. 30
	Sony Yay! = Rs. 1210
	SONY MAX 2 = Rs. 302
	SONY BBC EARTH = Rs. 558
	SONY SPORTS TEN 3 = Rs. 3536
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through A-la-carte for the month of February, 2024 **(I)** (I=G*E*B)	SONY ENTERTAINMENT TELEVISION = Rs. 2964
	SONY SAB = Rs. 2717
	SONY MAX = Rs. 3705
	SONY PAL = Rs. 104
	SONY WAH = Rs. 23
	Sony Yay! = Rs. 676
	SONY MAX 2 = Rs. 260
	SONY BBC EARTH = Rs. 204
	SONY SPORTS TEN 3 = Rs. 1178
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through bouquet and A-la-carte for the month of February, 2024 (H+I)	SONY ENTERTAINMENT TELEVISION = Rs. 8710
	SONY SAB = Rs. 8463
	SONY MAX = Rs. 9451
	SONY PAL = Rs.255

	SONY WAH = Rs. 54
	Sony Yay! = Rs. 1886
	SONY MAX 2 = Rs. 562
	SONY BBC EARTH = Rs. 762
	SONY SPORTS TEN 3 = Rs. 4714
Total Penetration Incentive	Rs. 34,857

II. **HD CONVERSION INCENTIVE:**

Slabs	Operator's Active platform HD subscriber base as a percentage of Operator's Active platform subscriber base	Broadcaster HD Penetration >50% and <70%	Broadcaster HD Penetration >70%
Slab 1	Above 25% to 40%	Nil	0.50%
Slab 2	Above 40% to 60%	0.50%	1%
Slab 3	Above 60% to 80%	1.00%	1.50%
Slab 4	Above 80% to 100%	1.50%	2.00%

Terms and conditions:

The Operator shall be entitled to HD Conversion Incentive in a particular market for the respective Subscribed Bouquets and Ala-carte Channels subject to the Operator meeting the below criteria's:

a. Meeting the specified LCN rank requirements as per the LCN Slabs specified in Table B within the specified genre on the Operator's platform, including all its local channels and Platform Services, for all the Subscribed Channels
b. The highest penetration percentage of a Broadcaster HD channel (in its Primary Market) will be considered to determine Broadcaster HD Penetration in Active platform HD subscriber base
c. Broadcaster HD channel penetration should be in channel Primary Market as defined in Table A.
d. HD Conversion Incentive shall be calculated on the consolidated revenue of the Operator in the qualifying channel's Primary Market which is generated from SD and HD bouquet and Ala carte channels of the Broadcaster.

Illustration showing calculation of HD Conversion Incentive:

Assuming Operator ABC has presence in market(s) as per below table and has subscribed to Broadcaster's bouquets and channels and has placed all the Subscribed Channels as per LCN Slab 1 as per Table B and achieves below subscriber base for the subscribed bouquet and channels in month of February, 2024:

Presence of Operator ABC in market(s)	Rajasthan	Karnataka
Active platform SD Subscriber base of Operator ABC in market(s) **(A)**	1,500	500
Active platform HD Subscriber base of Operator ABC in market(s) **(B)**	4,500	1,500
Active platform Pay Subscriber base of Operator ABC in market(s) **(C)** (C = A+B)	6,000	2,000
Subscribed Channels	SONY ENTERTAINMENT TELEVISION HD	SONY ENTERTAINMENT TELEVISION HD
	SONY MAX 2	SONY MAX 2
	SONY WAH	SONY WAH
	Sony Yay!	Sony Yay!
	SONY PIX HD	SONY PIX HD
	SONY BBC EARTH HD	SONY BBC EARTH HD
	SONY SPORTS TEN 1 HD	SONY SPORTS TEN 1 HD
	SONY SPORTS TEN 5 HD	SONY SPORTS TEN 5 HD
Subscribed Bouquets	Happy India Smart HD Plus – South	Happy India Smart HD Plus – South
Subscribed Channels MRP **(D)**	SONY ENTERTAINMENT TELEVISION HD = Rs 19	SONY ENTERTAINMENT TELEVISION HD = Rs 19

	SONY MAX 2 = Rs 1	SONY MAX 2 = Rs 1
	SONY WAH = Rs 0.1	SONY WAH = Rs 0.1
	Sony Yay! = Rs 4	Sony Yay! = Rs 4
	SONY PIX HD = Rs 19	SONY PIX HD = Rs 19
	SONY BBC EARTH HD = Rs 19	SONY BBC EARTH HD = Rs 19
	SONY SPORTS TEN 1 HD = Rs 19	SONY SPORTS TEN 1 HD = Rs 19
	SONY SPORTS TEN 5 HD = Rs 19	SONY SPORTS TEN 5 HD = Rs 19
Subscribed Bouquets MRP (**E**)	Happy India Smart HD Plus – South = Rs 59	Happy India Smart HD Plus – South = Rs 59
Monthly Active Subscriber Base for Subscribed Channels on Ala Carte basis **(F)**	SONY ENTERTAINMENT TELEVISION HD = 700	SONY ENTERTAINMENT TELEVISION HD = 150
	SONY MAX 2 = 25	SONY MAX 2 = 10
	SONY WAH = 70	SONY WAH = 30
	Sony Yay! = 80	Sony Yay! = 70
	SONY PIX HD = 20	SONY PIX HD = 0
	SONY BBC EARTH HD = 30	SONY BBC EARTH HD = 10
	SONY SPORTS TEN 1 HD = 40	SONY SPORTS TEN 1 HD = 35
	SONY SPORTS TEN 5 HD = 20	SONY SPORTS TEN 5 HD = 10
Monthly Active Subscriber Base for Subscribed bouquet **(G)**	Happy India Smart HD Plus – South = 3000	Happy India Smart HD Plus – South = 1000
Penetration of Subscribed HD Channels (Bouquet + A-la-carte) in their respective Primary Market(s) **(H)** (H = (G+F)/B)	SONY ENTERTAINMENT TELEVISION HD = 82%	SONY ENTERTAINMENT TELEVISION HD = 77%
	SONY PIX HD = 67%	SONY PIX HD = 67%
	SONY BBC EARTH HD = 67%	SONY BBC EARTH HD = 67%
	SONY SPORTS TEN 1 HD = 68%	SONY SPORTS TEN 1 HD = 68%
	SONY SPORTS TEN 5 HD = 67%	SONY SPORTS TEN 5 HD = 67%
Operator's Active platform HD subscriber base as a % of Operator's Active platform subscriber base (B/C)	4500/6000 = 75%	1500/2000 = 75%
Broadcaster HD Penetration in Active platform HD subscriber base	SONY ENTERTAINMENT TELEVISION HD – 82% (Highest of Penetration of Subscribed HD Channels which has Rajasthan as its Primary Market	SONY SPORTS TEN 1 HD – 68% (Highest of Penetration of Subscribed HD Channels which has Karnataka as its Primary Market)
HD Conversion Incentive (As per HD Conversion Incentive Table)	1.50%	1.00%
Bouquet Revenue for Operator ABC **(I)** (I = E x G)	Happy India Smart HD Plus - South: 3000 x 59 = 1,77,000	Happy India Smart HD Plus - South: 1000 x 59 = **59,000**
Ala Carte Revenue for Operator ABC **(J)** (J = D x F)	SONY ENTERTAINMENT TELEVISION HD: 700 x 19 = 13,300SONY MAX 2: 25 X 1 = 25SONY WAH: 70 x 0.1 = 7Sony Yay!: 80 x 4 = 320SONY PIX HD: 20 x 19 = 380SONY BBC EARTH HD: 30 x 19 =	SONY ENTERTAINMENT TELEVISION HD: 150 x 19 = 2,850SONY MAX 2: 10 X 1 = 10SONY WAH: 30 x 0.1 = 3Sony Yay!: 70 x 4 = 280SONY BBC EARTH HD: 10 x 19 = 190SONY

	570SONY SPORTS TEN 1 HD: 40 x 19 = 760SONY SPORTS TEN 5 HD: 20 x 19 = 380**Total Ala Carte Revenue = 15,742**	SPORTS TEN 1 HD: 35 x 19 = 665SONY SPORTS TEN 5 HD: 10 x 19 = 190**Total Ala Carte Revenue = 4,188**
Bouquet + Ala Carte Revenue for Operator ABC	Rs. 1,77,000 + Rs. 15,742 = 1,92,742	Rs. 59,000 + Rs. 4,188 = 63,188
HD Conversion Incentive amount that Operator ABC will avail in its respective Primary Market(s) for the month of February 2024	1.5% * Rs 192,742 = Rs 2,891	1.0% * Rs 63,188 = Rs 632

SCHEDULE B

Details of the Operator

Customer Code : **C1265**
Operator Name : **SKYLINK NETWORKS**
Broadcaster GSTIN : **27AABCS1728D1ZO**
Broadcaster's Bill from Address : **MALAD WEST 4TH FLOOR, INTERFACE BUILDING NO. 7, OFF MALAD LINK ROAD, MALAD (WEST), MUMBAI, MAHARASHTRA - 400064**

Organisation Type (Select any one which is applicable):

Sole Proprietorship	Partnership	Private Limited Company	Limited Company	LLP
✓				

Institution	Association	Society	Trust	HUF

PAN: CCJPS4784G **TAN**: Not Applicable

Whether registered as Micro Small and Medium Enterprises (MSME): Yes ☑ **No** ☐

(tick mark (√) which is applicable)

If Yes, MSME registration number : UDYAM-TN-03-0094546

Operator's License Type [MSO/HITS/IPTV/DTH] : IPTV
Operator's License no. : N-36012/13/2024-BP&L
Operator's License Issue Date : 25/06/2024
Operator's License Valid Till Date : 27/07/2033

Registered Office Address:

Address : 28/8, Thudiyalur Main Road, KCT Tech Saravanampatti **Pin code**: 641035

City/Town/Village: COIMBATORE **District**: COIMBATORE

Taluka/Tehsil : COIMBATORE SOUTH

State : TAMIL NADU

Correspondence/Communication Address:

Address : 28/8, Thudiyalur Main Road, KCT Tech Saravanampatti **Pin code: 641035**

City/Town/Village: COIMBATORE **District**: COIMBATORE

Taluka/Tehsil: COIMBATORE SOUTH

State : TAMIL NADU

Operator GST details:

Operator's GSTIN	Operator's GST Bill To Address
33CCJPS4784G2Z5	28/8 , THUDIYALUR MAIN ROAD, COIMBATORE, COIMBATORE, 641034, TAMIL NADU

Operator Key Contacts:

Name	Designation	Is Primary	Is Authorized Signatory	Email Address	Mobile Number
MR.. SENTHILKUMAR KUPPUSAMY	PROPRIETOR	☑	☑	md@skylink.net.in	9944399449
MR.. SENTHILKUMAR KUPPUSAMY	NOC	☐	☐	td@skylink.net.in	9944199448

Technical details:

Conditional Access System/DRM/Encryption System used by the Operator: NEELADIRI

Subscriber Management System used by the Operator: : NEELADRI

Set Top Box used by the Operator: : LRIPL
Headend make used by the Operator: : SDS-DRM

Installation Address(es) of CAS/DRM and SMS:

Sr. No.	Installation Address(es) of SMS	Installation Address(es) of CAS/DRM
1	LocationCode :LOC2586 City :Coimbatore ,Taluka :Coimbatore South ,District :Coimbatore ,Pincode :641035 ,State :Tamil Nadu	LocationCode :LOC2586 City :Coimbatore ,Taluka :Coimbatore South ,District :Coimbatore ,Pincode :641035 ,State :Tamil Nadu

The address to provide above shall specify the Village, City/Taluka, District, Pincode, State, Tel. No, details of contact person(s) and technical person(s) (including name, mobile number, Email address etc.)

(In case of multiple Installation Address, the Operator to provide additional installation address(es) in the format set out hereinabove)

DECLARATION

(Applicable in case where certain documents of the Operator are already available with the Broadcaster and hence not re-submitted by the Operator)

I/We, SKYLINK NETWORKS, further represent and warrant that the requisite information and documents which have been already provided to the Broadcaster in connection with the RIO, continues to be valid and binding. Hence, the same has not been submitted again.

For SKYLINK NETWORKS	Senthil Kumar K Senthil Kumar K (Oct 21, 2024 14:49 GMT+5.5) Name: SENTHILKUMAR KUPPUSAMY Designation: PROPRIETOR *Date: Oct 21, 2024

SCHEDULE C

REPORT FORMAT AS PER TRAI MANDATE:
(*SMS system should generate this report in uneditable pdf format)*

MONTHLY SUBSCRIBER REPORT FORMATS

- *Subscriber Reports*
- *Incentive Qualifying Reports*

Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

A. Subscriber Reports (*To be submitted Agreement-wise*)

Report 1- Monthly subscribers for a-la-carte channels

A: Monthly Subscriber Reports of channels or bouquets to be provided by a distributor of television channels to the broadcaster. If the operator opts for multiple billings for separate locations, then the monthly Subscriber Reports should be submitted separately for each location to the Broadcaster.

Name of the OPERATOR : _____

Area of the Operation : _____

Reported Month : _____

Year : _____

Date of generation of Report :_____

Date of submission of Report by the Operator :_____

Sr No	Name of the Channel	Number of Subscribers of the channel on 7th Day of the month	Number of Subscribers of the channel on 14th Day of the month	Number of Subscribers of the channel on 21st Day of the month	Number of Subscribers of the channel on 28th Day of the month	Average Monthly Subscriber Base of the channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	SONY ENTERTAINMENT TELEVISION					
2	SONY SAB					
3	…					

Report 2- Monthly subscribers for bouquets of pay Channels

Name of the Operator : _____

Area of the Operation : _____

Reported Month : _____

Year : _____

Date of generation of Report :_____

Date of submission of Report by the Operator :_____

Sr N	Name of the Bouquet of the Pay channels	Name of the constituent Channels of bouquet of the broadcaster	Number of Subscribers of the bouquet on 7th Day of the month	Number of Subscribers of the bouquet on 14th Day of the month	Number of Subscribers of the bouquet on 21st Day of the month	Number of Subscribers of the bouquet on 28th Day of the month	Average Monthly subscriber of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1	Happy India Smart - Hindi						
2	Happy India Smart Plus - Marathi						
3	…						

Any failure on part of the Operator to provide the monthly Subscriber Reports shall amount to material breach of the Agreement, which shall entitle the Broadcaster to withdraw the incentives and/or terminate the Agreement and/or disconnect signals of the Channels provided to the Operator, as per the terms of the Agreement and in accordance with Applicable Law.

Incentive Qualifying Reports (As per the Broadcaster **Incentive Schemes opted)**

Qualifying Reports to avail Incentive for the Broadcaster's Subscribed Channels (on Bouquet& Ala Carte Basis). Incentive Qualifying Reports to be submitted along with the Subscriber Reports within 7 days of end of each month.

Report 3 - Monthly Report for the LCN Slab:

Note: Separate Report to be submitted for each Head-end and the Broadcaster ***Primary market***

Network Name : _____

Primary Market : _____

Reported Month : _____

Year : _____

Sr. No	Name of the Subscribed Channel	7th day of the month		14th day of the month		21th day of the month		28th day of the month	
		LCN	Rank in the genre	LCN	Rank in the genre	LCN	Rank in the genre	LCN	Rank in the genre
1	SONY ENTERTAINMENT TELEVISION								
2	SONY SAB								
3	SONY PAL								
4	SONY MAX								
5	SONY ENTERTAINMENT TELEVISION HD								
6	SONY SAB HD								
7	…								

Report 4- Monthly Report on Bouquet & Ala Carte Penetration:

NOTE: Separate reports for the following markets by each Head-End for SD and HD Channels. The report shall be submitted as per states mentioned in the market category individually for each state.

A. Specified States - (Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli & Daman and Diu, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and Ladakh)
B. All India
C. Andhra Pradesh, Telangana, Tamil Nadu & Puducherry
D. Karnataka, Kerala, Lakshadweep
E. Maharashtra
F. West Bengal, Andaman & Nicobar Islands

Network Name : _____

Head-End City : _____

Primary Market : _____

Reported Month : _____ Year : _____

Network Subscriber Base for Active SD Channels : _____

Active SD Subscriber Base						
Sr. No	**Subscribed Bouquet/Ala Carte Channel Name**	**Number of active subscribers as on 7th day of the month**	**Number of active subscribers as on 14th day of the month**	**Number of active subscribers as on 21st day of the month**	**Number of active subscribers as on 28th day of the month**	**Monthly Average Active Subscribers**
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	Happy India Smart - South 1					
2	Happy India Sports Action					
	…					
4	SONY ENTERTAINMENT TELEVISION					
5	SONY SAB					
	…					

Network Subscriber Base for Active HD Channels _____

Active HD Subscriber Base						
Sr. No	**Subscribed Bouquet/Ala Carte Channel Name**	**Number of active subscribers as on 7th day of the month**	**Number of active subscribers as on 14th day of the month**	**Number of active subscribers as on 21st day of the month**	**Number of active subscribers as on 28th day of the month**	**Monthly Average Active Subscribers**
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	Happy India English Delight					

2	Happy India Smart HD - Bangla					
3	…					
4	SONY ENTERTAINMENT TELEVISION HD					
5	SONY SPORTS TEN 1 HD					
6	…					

SCHEDULE D

OPERATOR'S OBLIGATIONS

1. STBs, Smart Cards, Systems and Procedures.

1.1 In order to ensure that each STB is capable of being used for Fingerprinting ("FP"), Operator agrees that the STB supplied to the Subscribers will conform to the BIS standards as provided in BIS specifications for digital Set Top Box.

1.2 Operator represents and agrees that there are adequate systems, processes and controls in place regarding the distribution of STBs and Smart Cards so that they are only sold within the Authorized Area by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers residing in the Authorized Area and installations are made by Operator or its designees at an address in the Authorized Area. Adequate systems, processes and controls shall include, without limitation, Operator:

1.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and such Subscriber's STB and Smart Card including, without limitation, the particulars specified in paragraph 2.4;

1.2.2 requiring all residential Subscribers to submit a recent utility bill or bank statement as proof of address, including any residential Subscribers who have been previously de-authorized prior to re-authorization, or otherwise independently verify the address prior to activation of any STB and Smart Card;

1.2.3 investigating any multiple Smart Cards issued under one individual name or address (other than for mirror STB's), including visiting the premises of such individuals or addresses from time to time;

1.2.4 deputing officers to visit and verify the accuracy and veracity of details submitted by Subscribers, in the event Operator becomes aware of any alleged continuing/potential misuse and/or misrepresentation by the Subscribers;

1.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

1.2.6 requiring that for every change of address on the Operator system and therefore re- location of a STB, there is an independent physical verification of the new residential address; and

1.2.7 deauthorising any STB or Smart Card that is found outside of the Authorized Area or in the possession of a person who is not a bona fide Subscriber.

1.3 Operator agrees that all of its STBs and Smart Cards: (i) are sold and installed together as a pack only in the Authorized Area and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.2; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Channel(s) cannot be viewed if such Smart Card is removed and used with any other STB.

1.4 Operator agrees that all installations of STBs and Smart Cards are done directly by Operator or through its authorized dealers and only within the Authorized Area, and that the installer for every installation physically checks and ensures before installation and activation of a STB and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the STB and which is the same as detailed in the subscriber management system ("SMS"). In accordance with paragraph 2.2.1, Operator's SMS shall contain all of the following information items for each residential Subscriber prior to activation of a Smart Card and STB for such residential Subscriber:

1.4.1 Name;
1.4.2 Installation address;
1.4.3 Billing address (if different);
1.4.4 Telephone number of the installation address, where applicable;
1.4.5 Residential Subscriber's unique subscriber reference or subscription agreement number;
1.4.6 Service/Channel(s)/Bouquets that have been selected;
1.4.7 Name and unique reference number of the dealer who sold the STB to such residential Subscriber;
1.4.8 Name and unique reference number of the dealer who sold the subscription to such residential

Subscriber (if different);

1.4.9 Name and unique reference number of the installer (if different from the dealer);

1.4.10 Smart Card number; and

1.4.11 Unique STB number.

1.5 The Operator agrees and undertakes that it shall not knowingly or negligently activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:

1.5.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the SMS;

1.5.2 outside of the Authorized Area; or

1.5.3 that of a cable head end or any other distributor of such Channel(s) to residential subscriber.

1.6 In order to ensure that the Smart Card is only activated for bone fide Subscribers, Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber and verified by Operator which matches with the address as supplied by the notified by Subscriber at the time of purchase of the STB and which is the same as detailed in the SMS.

1.7 The Operator agrees that its SMS allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under Paragraph 2.4.

1.8 The Operator shall ensure that OSD should support a minimum of 120 characters.

1.9 The Operator shall ensure that its watermark logo is inserted on all Channels.

1.10 The Operator shall submit & confirm the number of MUX's (Multiplexer Units) installed with active Transport Stream (“TS”) outputs. This should include physical audit of head end and analysis of TS stream from the MUX.

1.11 All TS from Multiplexers (MUX) should be encrypted for Authorized Areas.

1.12 The Operator shall ensure that all LCOs' STBs will be paired with Unique System ID/ Bouquet ID, so that consumers in Authorized Area(s) can be identified. The current version of the CAS should not have any history of hacking. A certificate from the CAS Vendor, to this effect be submitted.

1.13 The FP should not get invalidated by use of any device or software.

1.14 The STB & Smart Card should be paired from head-end to ensure security.

1.15 The SMS and CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CAS should be independently capable of generating log of all activation and deactivations.

1.16 The CAS vendor/manufacturer should be known to have capability of upgrading the CAS in case of hacking.

1.17 The Operator to provide the make & version of CAS installed at Headend.

1.18 CAS certificate to be provided by Operator.

1.19 CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.

1.20 CAS should be able to generate active/deactivate report channel wise/package wise.

1.21 STB's & cards to be uniquely paired from Operator before distributing box down the line/LCO.

1.22 All LCO's should be paired with unique system ID/ Franchisee ID, so as to identify their end customers / ultimate Subscribers.

1.23 The Operator to declare by undertaking the number of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Broadcasters by

means of a fresh undertaking.

1.24 Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Operator. CAS vendor must certify reconciliation of data.

1.25 No activation/ deactivation from direct CAS system, it must be routed via SMS client only.

1.26 Operator's should provide CAS vendor certified copies of active/inactivate channel wise/product wise report & Package/product report during audit period.

1.27 CA system should have the capability of providing history of all actions taken for at least previous 24 months.

1.28 The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.

1.29 The SMS should be computerized and capable of recording the vital information and data concerning Subscribers such as:

a) Unique Customer Id
b) Subscription Contract number
c) Name of the Subscriber
d) Billing Address
e) Installation Address
f) Landline telephone number
g) Mobile telephone number
h) Email Id
i) Service/Package subscribed to
j) Unique STB Number
k) Unique Smart Card Number

1.30 The SMS should be able to undertake the:

a) Viewing and printing historical data in terms of the activations, deactivations etc
b) location of each and every STB Smart Card unit
c) The SMS should be capable of giving the reporting at any desired time about:

i. The total no subscribers authorized
ii. The total no of subscribers on the network
iii. The total no of subscribers subscribing to a particular package or Channel at any particular date.
iv. The details of channels opted by subscriber on a-la carte basis.
v. The package wise details of the channels in the package.
vi. The package wise subscriber numbers.
vii. The ageing of the subscriber on the particular channel or package
viii. The history of all the above mentioned data for a period of at least 24 months.

1.31 The SMS and CAS should be able to handle at least one million subscribers on the system.

1.32 Both CA & SMS systems should be of reputed vendors/suppliers and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.

1.33 The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.

1.34 The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.

1.35 The CAS and/or SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.

1.36 CAS & SMS should have provision to tag and blacklist Smart Card numbers and STB numbers that have been involved in Piracy in the past to ensure that the Smart Card or the STB cannot be redeployed.

1.37 Operator agrees that it shall at its sole cost, be responsible for ensuring the Channel(s) is distributed via a digital, encrypted format signal receivable through its CA system only by its bona fide Subscribers to the Channel(s).

1.38 All the STBs should have embedded CA.

1.39 The STB should be capable of decrypting the CA inserted by the headend.

1.40 The STB should be capable of doing FP. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based FP.

1.41 The STB should be individually addressable from the headend.

1.42 The STB should be able to take the messaging from the headend.

1.43 The messaging character length should be minimal 120 characters.

1.44 There should be provision for the global messaging, group messaging and the individual STB messaging.

1.45 The STB should have forced messaging capability.

1.46 The STB must be BIS compliant.

1.47 There should be a system in place to secure content between decryption & decompression within the STB.

1.48 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

1.49 All STB should be individually paired in advance with unique Smart Card at central warehouse of Operator before handing over to LCO (Authorized Areas) or down the line distribution.

1.50 Operator to provide details of manufacturers of STB's being used/to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.

1.51 Operator should provide one set of all type/model of boxes to Broadcaster, for testing and monitoring purpose.

1.52 All STBs used by Operator's should be certified by their CAS vendor.

1.53 Forensic watermarking to be implemented on the Operator headend & STBs.

1.54 All the STBs should have embedded Conditional Access.

1.55 The STB should be capable of doing FP. The STB should support both Entitlements Control Message (ECM) & Entitlement Management Message (EMM) based FP.

1.56 ECM/EMM base forced messaging full screen and ticker mode should be available.

1.57 The STB should be individually addressable from the Head end.

1.58 The messaging character length should be minimum of 120 characters.

1.59 There should be provision for the global messaging, group messaging and the individual STB messaging.

1.60 The STB should have forced messaging capability.

1.61 The STB must be BIS compliant.

1.62 The STB must not be interoperable.

1.63 The STB must have secure chip set with mandatory pairing.

1.64 There should be a system in place to secure content between decryption & decompression within the STB.

1.65 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

1.66 The PVR enabled STBs must be such that any recorded content is capable of being replayed only with the use of that STB. Once the Subscriber is disconnected, the Subscriber will not be able to have access to any recorded content.

1.67 Types of STB launched/to be launched:
   a. Vanilla STB
   b. PVR STB
   c. Others (please specify)

1.68 Operator to furnish STB details as follows:
   a. Open Standards or Proprietary.
   b. Audio Video and Data I/O Configuration.
   c. Local Storage.
   d. Smarts Card.
   e. PVR Functionality.
   f. Tamper Resistance.
   g. I/O Copy Protection. Please provide the details.
   h. I/O Interface to Other Devices.

1.69 DVR/PVR STB should be compliance of following;
   a. Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
   b. Recorded content should be encrypted & not play on any other devices.
   c. Content should get record along with entitlements and play out only if current entitlement of that channel is active.
   d. User should not have access to install third party application/software.
   e. Describe if the STB support any type of interactive middleware.

2. Fingerprinting

2.1 All Fingerprinting ("***FP***") hereunder is compliant with the BIS Specification for digital Set Top Box for standard definition (SD)and high definition (HD).

2.2 Operator agrees to give Broadcaster on Geo map a marking of its area of operation.

2.3 Operator shall ensure that it has systems, processes and controls in place to run FP at regular intervals as reasonably requested from time to time.

2.4 Operator shall ensure that all STBs should support FP and should be compatible for running FP.

2.5 Operator shall ensure that the system can generate multi color FP with coloured background and no background and also font size needs to be variable. Minimum 10 colours for fonts and background strip required

2.6 These FPs should appear on all screens of STBs, such as Menu, EPG and PIP etc.

2.7 Operator shall ensure that the CA system can also generate COVERT FP. Operator should have tools to read such covert FP at any given time.

2.8 Operator ensures that the deployed system has Forced fingerprint capability.

2.9 Operator shall ensure that it shall be able to operate the FP across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such FP should, apart from the foregoing, be possible and available on global, group and regional bases at all times.

2.10 Operator shall ensure that the Channel(s)'s FP should pass through without masking or tampering with respect to time, location, duration and frequency.

2.11 Use of any device or software should not invalidate the FP.

2.12 The finger printing should not be removable by pressing any key on the remote.

2.13 The Finger printing should be on the top most layer of the video.

2.14 The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (Smart Card) number.

2.15 The location of the Finger printing should be changeable from the headend and should be random on the viewing device.

2.16 The Finger printing should be possible on global as well as on the individual STB basis

2.17 The Overt finger printing and OSD messages of the respective broadcasters should be displayed by the Operator without any alteration with regard to the time, location, duration and frequency.

2.18 No common interface Customer Premises Equipment ("***CPE***") to be used.

2.19 The STB should have a provision that OSD is never disabled.

2.20 The FP , both covert and overt, and OSD of Broadcaster should be displayed by Operator without any tampering with regard to time, location, duration, colour and frequency;

2.21 The FP (both covert and overt) shall be provided by the Operator at the scheduled time, location (by x-y coordinates), duration, colour and on demand specified by Broadcaster and with a notice (either verbal or in writing) of ten (10) minutes from Broadcaster to the Operator. It should be possible to programme the STB or CPE to display its FP through OSD messaging;

3. Piracy, piracy reports and prevention

3.1 The Operator shall immediately notify Broadcaster if it ascertains or becomes aware that (hereinafter, each a "***Piracy Event***"):

3.1.1 Any Smart Card or STB is being located, supplied or sold outside the Authorized Area,

3.1.2 The Channel(s) is being viewed via a Smart Card or STB by a STB party that is not a residential Subscriber,

3.1.3 A Smart Card is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Authorized Area, or

3.1.4 A Smart Card and/or STB is being used by a cable operator to distribute the Channel(s).

3.2 If Broadcaster becomes aware of a Piracy Event then, at Broadcaster's request, Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

3.2.1 In the event Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all necessary assistance to Broadcaster to prevent or combat such Piracy Event.

3.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Broadcaster, where Broadcaster shall be one of the parties to such action, it shall notify Broadcaster in writing and seek Broadcaster's prior written consent. Where Broadcaster consents to Operator taking legal or other action on behalf of Broadcaster, Operator shall keep Broadcaster fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its Operators without the prior written consent of Broadcaster.

3.3 If Operator's Conditional Access is hacked or otherwise compromised, Operator agrees to change or upgrade, within 60 days of Operator becoming aware of such hacking, its CA and/or SMS to ensure that the Conditional Access cannot be hacked or compromised within the Authorized Area. If Operator does not make such change or upgrade within such period of time, Broadcaster shall have the right to suspend or terminate this Agreement in accordance with Clause 15 of the Agreement. During such period,

Operator shall implement a temporary fix to protect the Channel(s).

3.4 The Operator shall investigate and report to Broadcaster any incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a STB and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs or Smart Cards or other equipment that enable access to the Channels.

4. Infrastructure Sharing by Operator:

In addition to the obligations laid down under the Guidelines for infrastructure sharing, the operators who are engaged in infrastructure sharing and/or availing, shall also ensure compliance with the below mentioned additional conditions:

- Audit:
  Though the same headend shall be used by the operators, audit of the Systems shall be conducted for both operates simultaneously i.e. operator sharing the infrastructure and operator availing the infrastructure sharing facility.

- Logs of all the actions taken by both the operators i.e. operator sharing the infrastructure and operator availing the infrastructure sharing facility and the console provided to the Broadcaster for reactivation /deactivation actions (applicable only for HITS platform) to be maintained for two years without any gaps.

- MSR:
  Since headend of one operator shall be used to retransmit the signals through another operator's platform, separate system generated monthly subscriber reports ("**MSRs**") shall be shared by the operators for each platform.

- To achieve the transparency in Subscriber declaration, proper tagging of the subscribers of each of the operator to be clearly done in SMS along with bifurcation of CAS server

- Where infrastructure sharing parties includes JV/group entities of the operator and SMS and CAS servers are also shared between the parties, data logs in respect of each such entity to be identified and extracted separately for both the parties.

- Disconnection of signals of our channels:
  In case of violation of New Regulatory Framework /Guidelines and/or breach of the terms and conditions of the RIO by any of the operator involved in infrastructure sharing, the signals of the Broadcaster channels shall be disconnected to both the platforms after following due process of law in case of failure to rectify the default within the statutory period.

- Supply of signals of Broadcaster's Channels to another operator:
  Where the signals of Broadcaster's Channels are supplied by the Operator to any other operator under infrastructure sharing, the Operator acknowledges that in the event of disconnection of the signals of the Broadcaster's Channels to its Platform pursuant to the terms of this Agreement, the signals of Broadcaster's Channels supplied by the Operator to another operator shall also get automatically disconnected. The Operator shall ensure that this fact of disconnection is being made known to such operator to whom signals are being supplied under infrastructure sharing.

Schedule E

Audit

The intent of the audit is to ensure:

• That Operator's systems are fully compliant with all regulatory requirements
• Revenue assurance of broadcaster
• Compliance with contractual commitments as per interconnect agreement

The Parties acknowledge and agree that the scope of the Audit shall be modified and/or replaced / revised in the event TRAI notifies or recommends any changes in this regard during the Term of this Agreement. The Operator undertakes that the Operator shall always comply with the requirements stipulated by TRAI in respect of the Audit Manual

Scope and Scheduling of Audit:
(A) Scope:

The annual Audit caused by the Operator shall include the Audit to validate compliance with this Schedule and the Subscription Audit, as provided for in the New Regulatory Framework read with the Audit Manual. The Operator/Auditor shall also inter-alia ensure the following requirements:

1.Head End Audit:

a. Operator should provide complete accurate schematic diagram of all their head ends (Back up/Mini, etc), earth stations, systems and processes for Audit and auditing purpose.
b. Operator to submit & confirm the number of MUX's (Multiplexer Units) installed with active Transport Stream (TS) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
c. Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers including MUX
d. All TS from MUX should be encrypted for the territory.
e. Operator to ensure that his network watermark logo is inserted on all pay channels at encoder end only as per requirements defined herein.
f. Take inventory IRDs/PIRDs + VCs installed in each head-ends including their serial numbers. Make note of broadcaster IRDs/PIRDs + VCs available but not installed.
g. Check MUX configuration to validate number of TS configured with SID, scrambling status of each SID and ECM and EMM configuration.
h. Take screenshot of all TS from MUX and compare with results of field TS recording. Take information of QAMs installed and powered to identify streams available for local insertion by LCOs.
i. Use FTA cable box/ TS analyser to confirm whether all channels are encrypted

2. CAS/DRM Audit:

a. Make & version of CAS/DRM installed at Head End to be validated.
b. Reconciliation of CAS/DRM database (active cards, service wise and Bouquet /subscriber package wise) with SMS database to be provided by Operator. CAS/DRM vendor required to certify reconciliation of data.
c. Operator should provide CAS/DRM vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/subscriber package/ product report during audit period.

3. STB Audit:

a. All STB should be individually paired in advance with unique smart card at central warehouse of Operator before handing down the line distribution.
b. Operator to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).
c. Types of boxes launched / to be launched:
    - Vanilla STB
    - DVR STB
    - Hybrid Box
    - Others (please specify)
d. Please furnish STB details as following:
    - Open Standards or Proprietary?
    - Audio Video and Data I/O Configuration?

- Local Storage?
- Smarts Card?
- PVR Functionality?
- Tamper Resistance?
- I/O Copy Protection? Please provide the details.
- I/O Interface to Other Devices?

e. Are the STB's interoperable?

f. DVR / PVR STB should be compliance of following;
   - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
   - Recorded content should be encrypted & not play on any other devices.
   - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
   - User should not have access to install third party application/software.
   - Describe if the STB support any type of interactive middleware.

g. Does the Set Top Box support any type of interactive middleware? Please describe

(B) Scheduling:

The annual Audit as caused by Operator under regulation 15 (1) shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years.

(C) Addressable Systems Requirements shall include the following requirements as prescribed under Schedule III of the Interconnection Regulations:

Conditional Access System (CAS) and Subscriber Management System (SMS):

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.
   Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
   Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least Five percent (5%) of the subscriber base of the distributor within 24 hours.

9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:

a. Unique customer identification (ID)
b. Subscription contract number
c. Name of the subscriber
d. Billing address
e. Installation address
f. Landline telephone number
g. Mobile telephone number
h. E-mail address
i. Channels, bouquets and services subscribed
j. Unique STB number
k. Unique VC number.

12. The SMS should be capable of:
    a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
    b. Locating each and every STB and VC installed.
    c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about:
    a. The total number of registered subscribers.
    b. The total number of active subscribers.
    c. The total number of temporary suspended subscribers.
    d. The total number of deactivated subscribers.
    e. List of blacklisted STBs in the system.
    f. Channel and bouquet wise monthly subscription report in the prescribed format.
    g. The names of the channels forming part of each bouquet.
    h. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
    i. The name of a-la carte channel and bouquet subscribed by a subscriber.
    j. The ageing report for subscription of a particular channel or bouquet.

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

16. It shall be possible to generate the following reports from the logs of the CAS:
    a. STB-VC Pairing / De-Pairing
    b. STB Activation / De-activation
    c. Channels Assignment to STB
    d. Report of the activations or the deactivations of a particular channel for a given period.

17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/SMS, the same should be notified to the broadcasters by the distributor.

20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

D. Fingerprinting: -

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run

finger printing at regular intervals.

2. The STB should support both visible and covert types of finger printing.
   Provided that only the STB deployed after coming into effect of these Amendment regulations shall support the covert finger printing.

3. The fingerprinting should not get invalidated by use of any device or software.

4. The finger printing should not be removable by pressing any key on the remote of STB.

5. The finger printing should be on the top most layer of the video.

6. The finger printing should be such that it can identify the unique STB number or the unique VC number.

7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.

8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.

9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.

10. The finger printing should be possible on global as well as on the individual STB basis.

11. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.

12. Scroll messaging should be only available in the lower part of the screen.

13. The STB should have a provision that finger printing is never disabled.

14. The watermarking network logo for all pay channels shall be inserted at encoder end only.
    Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

E. Set Top Box (STB): -

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end

3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.

4. The STB should be individually addressable from the Head-end.

5. The STB should be able to receive messages from the Head-end.

6. The messaging character length should be minimal 120 characters.

7. There should be provision for global messaging, group messaging and the individual STB messaging.

8. The STB should have forced messaging capability including forced finger printing display.

9. The STB must be compliant to the applicable Bureau of Indian Standards.

10. The STBs should be addressable over the air to facilitate OTA software upgrade.

11. The STBs with facilities for recording the programs shall have a copy protection system.

F. Conditional Access System (CAS) and Subscriber Management System (SMS) requirements shall include the following requirements as prescribed under Schedule IX of the Interconnection Regulations:

A. CAS Mandatory Requirements

1. Time Stamping: All logs shall be stamped with date and time. The system shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.

2. Activation and Deactivation: No access/login IDs/user interface/application shall be provided to the distributor of television channels to execute any commands, including but not limited to, activation/de-activation, bouquet creation/modification/deletion, etc., directly from CAS by bypassing SMS:
Provided that, if any activity has been carried directly from CAS for trouble shooting; such an exception shall be identified through the synchronization mismatch report. Further, for any activity outside the normal channel/route of SMS-based commands, a secure log shall be maintained and made available on request to the audit or testing agency for scrutiny.

3. SMS and CAS Integration: Each instance of the activity carried out at SMS pertaining to CAS shall be recorded in the logs/reports of CAS, along with date and time stamp.

4. Set Top Box (STB) Operation: Upon deactivation of any subscriber from the SMS, all program/services, including all free- to-air (FTA) and pay channels and platform services, shall be denied to that subscriber: \

Provided that there shall be a facility for the distribution platform operator (DPO) to continue to provide B-mail/scroll messages that enable a consumer to get the information in relation to the recharge/payment of the pending dues.

5. Channel Addition: CAS shall be capable to add/modify channels/bouquets as may be required from time to time.

6. Logical Channel Number (LCN): CAS shall not support carriage of channel with same name or nomenclature in the distributor's network served by each headend under more than one LCN, and another channel descriptor. Further, each channel available in CAS shall be uniquely mapped with channels available in SMS.

7. Hybrid STB: In case a distributor of television channels has deployed hybrid STBs, CAS shall ensure that the over-the-top (OTT) App does not get access to the linear Television channels, and the CAS does not get access to channels delivered through OTT platform:
Provided that, all the mandatory requirements for CAS shall be complied by the hybrid STBs.

8. CAS Reports:

(a) CAS database shall have the reports of white list of card/STBs along with details such as active/inactive status, with the date and time stamp.

(b) CAS system shall be capable of generating reports pertaining to the channel/bouquet subscriptions and active/deactivated subscribers, or any combination thereof; of sharing the same with SMS as a scheduled activity, and also upon request, including, but not limited to, the following details:

(i) STB Number
(ii) Viewing Card (VC) Number [or, in case of card-less CAS, chip identification (ID) or virtual card number of the STB]
(iii) Product Code pertaining to channels/ bouquets available on the platform
(iv) Start date of entitlement
(v) End date of entitlement
(vi) Status of card (Active/Inactive)

(c) It shall be possible to generate following reports from the logs of CAS:
(i) STB-VC pairing/de-pairing
(ii) STB activation/deactivation
(iii) Channel assignment to STB
(iv) Report of the activation/deactivations of a particular channel for a given period

9. CAS Database and tables:

a) There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split CAS database for creation of more than one instance by a DPO or a vendor.

b) CAS must support the following options with reference to uploading of unique access (UA)/ viewing card (VC) details in CAS database:

i. a secure un-editable file of card details, as purchased by the distributor, to be uploaded by the CAS vendor on the CAS Server directly, or,
ii. if it is uploaded in any other form, UA/VC in CAS database shall be captured in logs.
iii. Further, CAS shall support an automated, application programming interface (API)-based mechanism to populate such UA/VC details in the SMS, without any manual intervention.

10. CAS Logs: CAS logs such as the user command, configuration, channel/bouquet creation, modification, etc., shall be kept in a secured and un-editable way.

11. CAS Backup Server: In the event of provisioning of a backup server, logs of all activities carried out in main server shall be concurrently copied into the backup server:

Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:

Provided further that the main and backup server shall always be in sync with regard to the key data such as subscription data, STB UA/VC details, entitlement level information, etc.

12. CAS-STB addressability:

(a) CAS shall be capable of providing STB/viewing card information with the current date, time, and name/logo of the distributor of television channels.

(b) CAS shall be capable of individually addressing subscribers for the purpose of generating the reports on channels and STB by STB basis.

(c) CAS shall be capable of tagging and blacklisting VC numbers and STB numbers that are involved in piracy, to ensure that such STB/ VC cannot be redeployed.

(d) CAS shall be capable of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

13. Access to Database: CAS and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database audit trail shall be permanently enabled.
*Explanation 1: D*atabase here refers to the database where data and log of all activities related to STB activation, deactivation, subscription data, STB UA/VC details, entitlement level information, etc., is being stored.

14. Provision of a-la-carte channels or bouquet:

(a) CAS (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.

(b) CAS (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.

15. CAS and SMS Server Separation: CAS and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.

16. Finger printing measures:
(a) CAS shall support both covert and visible types of finger printing functionality.
(b) The fingerprinting shall be on the topmost layer of the video.
(c) The fingerprinting shall appear on the screen in all scenarios, such as menu, electronic programme guide (EPG), settings, blank screen, games, etc.
(d) The fingerprinting shall not get invalidated by use of any device or software.
(e) CAS shall have the capability to run fingerprinting at regular intervals (e.g., minimum of 2 fingerprints per hour on a 24x7x365 basis) and provide broadcasters with the fingerprint schedule on request.
(f) The fingerprinting shall be available on global as well as on individual STB basis.

17. CAS Database (DB) Export: CAS shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.

18. Firewall Access: CAS shall be accessible through a Firewall only.

19. **CAS Server Hardware:** CAS shall be deployed on hardened secure server hardware. CAS shall protect against any backdoors, malicious software deployments, and cyber security threats.

20. De-entitlement of STB: CAS should have the following features:
(a) The entitlement end date in CAS shall be equal to the entitlement end date in SMS, or,

(b) The entitlement end date in CAS shall be open and SMS shall manage entitlements based on the billing cycles and payments.

B. SMS Mandatory Requirements

1. Synchronization of the data of both CAS and SMS:
(a) CAS and SMS data shall be synchronized with each other. There shall be a facility to trace data mismatch between CAS and SMS on periodic basis, to be made available during audits.
(b) SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:
(i) STB No.
(ii) VC No. (Or in case of card-less CAS, chip ID or virtual card number of the STB)
(iii) Product Code pertaining to à-la-carte channels and bouquets available on the platform
(iv) Start Date of entitlement
(v) End Date of entitlement
(vi) Status of card (Active/Inactive)
(c) The file output of CAS shall be processed by SMS system to compare and generate a 100% match or mismatch error report.

2. Channel/Bouquet management: SMS shall support the following essential requirements:
(a) Create and manage all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc.
(b) Manage changes in the channel/bouquet, as may be required, from time to time.
(c) Link the products' IDs for à-la-carte channels and bouquets (Single and Bulk) created in CAS with the product information being managed in SMS, for smooth working of SMS and CAS integration.
(d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).

3. Network Capacity Fee (NCF) Policy Creation: SMS shall support all Network Capacity Fee related requirements mandated by the applicable tariff order.

4. Bill/Invoice Generation: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, Pay Channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB (if any), other applicable charges, including Goods and Services Tax (GST).

5. Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof.

6. Management of Logs:
(a) SMS shall have the facility to provide user detail logs with the ID of users on each login event.
(b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log.
(c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs.
(d) The logs shall be maintained for a period as specified in Schedule III or Schedule X or both, as the case may be, or at least two audit cycles, whichever is later.

7. Channel subscription report: SMS shall be able to provide the total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions.

8. SMS Database and tables:
(a) There shall not be any active unique subscriber outside the database tables.
(b) SMS shall not provide an option to split SMS database or for creation of more than one instance.
(c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator.
(d) SMS shall be capable of capturing the following information required for audit or otherwise:
(i) Bouquet à la carte status change history
(ii) Bouquet composition change history
(iii) Change in status of connection (primary to secondary and vice versa)

9. Firewall Access: SMS shall be accessed through a Firewall.

10. STB-VC pairing: STB and VC shall be paired from the SMS to ensure security of channel.

11. SMS-STB addressability: The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

C. CAS Desirable Requirements:

1. Message Queue:

(a) In the event of unsuccessful transmission of messages due to network failure (*for instance*, due to power failure), the head-end should have an option to queue up the messages. Further, there should be a provision to retry them at specified intervals using additive back off retrial timings.

(b) In the event of unsuccessful deliveries of the messages, the life of the messages should be specifiable.

2. Geographical Blackout: CAS shall have the feature of geographical blackout.

Explanation 1: Geographical blackout is the ability of CAS to blackout a particular region based on the postal index number (PIN) Codes [Geographic Area Code], if required by government agencies or for other reasons.

3. After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the CAS vendor's support teams located in India. The support should be such as to ensure the CAS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime.

Explanation 1:

(i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the CAS vendor.

(ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement / service-level agreement (SLA) between the service provider, i.e., CAS vendor and the customer (DPO).

(iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee.

D. SMS Desirable Requirements

1. Data Verification:

(a) SMS should have the facility to carry out auto-reconciliation of channels/à la carte and all bouquets with their respective ID created in SMS with CAS configuration, and the variance report should be available in the system with logs.

2. SMS Reports: SMS should have a provision of generating the following reports pertaining to STB/VC:

(a) White list of STB/VC along with active/inactive status

(b) Faulty STB/VC – repairable and beyond repairable

(c) Warehouse fresh stock

(d) In stock at local cable operator (LCO) end

(e) Blacklist

(f) Deployed with activation status

(g) Testing/demonstration STB/VC with location

3. Audit-related requirements: SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise:

a. Subscriber related:

(i) Subscriber contact details change history

(ii) Connection count history

(iii) Transition of connection between Disconnected/Active/Temporary Disconnected

(iv) Subscription change history

b. LCO related:

(i) LCO Contact details change history

(ii) LCO and DPO sharing change history

c. Product (Bouquet/à-la-carte channel) related:

(i) Broadcaster à-la-carte relation

(ii) Bouquet name change history

(iii) À la carte name change history

(iv) Bouquet à-la-carte channel rate change history

d. STB/Smartcard related:
(i) Change in location history
(ii) Change in status (Active/Damaged/Repaired)

4. User Authentication: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system.

5. Miscellaneous: SMS should have the provision to support the following miscellaneous requirements:

a. List of à-la-carte channels and bouquets, digital headend (DHE) and Zone-wise: Provision to support/manage Zone/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in CAS.
b. Revenue Sharing Between DPO and LCO: Provision to define and calculate DPO and LCO revenue share separately for distribution fee as well as for NCF, as per the agreement executed between them, with the option to maintain historical information can be very useful and is desirable.
c. LCO invoicing with GST: Provision to generate invoicing under multiple GST registration numbers of LCO's and to comply with GST invoicing norms as applicable.
d. Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.
e. Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm.
f. Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Incentive Scheme/Free Days Scheme: Provision to create Incentive Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.
g. Calendar/Activity Scheduling: Provision to auto-schedule activities like STB activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.
h. Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs.
i. Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals.
j. Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.
k. Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
l. Generation of Reports: Provision to generate the following reports for operational purpose:
    i. All, selective and single boxes' current status with their first-time activation date.
    ii. Total number of à-la-carte channels and bouquets and STB expiring detail till given future date on the dashboard, according to the permission.
    iii. Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission.
    iv. Total active and inactive subscriber's details with multiple criteria (network-wise, à-la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

6. After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime:

Explanation 1:
(i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the SMS vendor.
(ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement/SLA between the service provider, i.e., SMS vendor and the customer (DPO).
(iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee."

G. **Digital Rights Management (DRM) System Requirements:**

The term DRM, herein, refers to the management of the encryption systems for, *inter-alia,* providing the functionality of CAS for the Internet Protocol Television (IPTV) service provider under these regulations.

i. DRM Requirements in so far as they relate to subscriber management systems (SMS) for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 1:

Sl. No.	DRM requirements for SMS
1.	There shall not be any data mismatch between DRM and SMS. Maximum mismatch based on subscription base may be allowed as mentioned below: (1) Must be less than 0.20% for subscriber base up to 100000 subs (0 to 200 for subscriber base of up to 100000) (2) Must be less than 0.04% for subscriber base up to 1000000 subscribers (0 to 400 for subscriber base of up to 1000000) (3) Must be less than 0.01% for subscriber base above 10000000 subscribers (0 to 1000 for subscriber base of up to 10000000) The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three audit cycles, or as per Schedule III whichever is later.
2.	**Password Policy Creation for Users**: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /unique consumer subscription or the customer premises equipment (CPE)/device.
3.	**After-Sales Service Support**: The required software and hardware support should be available to the support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
4.	All activation and deactivation of STBs/unique consumer subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.
5.	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscription is reflected in the reports generated from the SMS integrated with the DRM and *vice versa*
6.	DRM and SMS should be able to activate or deactivate services and/or STBs/unique consumer subscription of the subscriber base of the distributor within 24 hours.
7.	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

8.	The SMS should be computerized and capable of recording all logs including information and data concerning the subscribers such as: (a) Unique customer identification (ID) (b) Subscription contract number (c) Name of the subscriber (d) Billing address (e) Installation address (f) Landline telephone number (g) Mobile telephone number (h) E-mail address (i) Channels, bouquets and services subscribed (j) Unique STB number/unique consumer subscription ID attached to a specific unique MAC ID. (k) Unique VC number or MAC ID.
9.	The SMS should be capable of: (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/unique consumer subscription. (b) Locating each and every STB/unique consumer subscription and VC/MAC ID installed at city and state level. (c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
10.	The SMS should be capable of generating reports, at any desired time including about: (a) The total number of registered subscribers. (b) The total number of active subscribers. (c) The total number of temporary suspended subscribers. (d) The total number of deactivated subscribers. (e) List of blacklisted STBs/unique consumer subscription in the system. (f) Channel and bouquet wise monthly subscription report in the prescribed format. (g) The names of the channels forming part of each bouquet. (h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time. (i) The name of a-la carte channel and bouquet subscribed by a subscriber. (j) The ageing report for subscription of a particular channel or bouquet.
11.	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
12.	DPO shall declare the details of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the broadcasters by the distributor.
13.	If there is active infrastructure sharing (as and when permitted by MIB) then, DPO shall declare the sharing of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same should be notified to the broadcasters by the distributor.
14.	SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below: (a) STB/unique consumer subscription Number (or in case of card-less system, chip ID or MAC ID number of the STB) (b) Product Code pertaining to à-la-carte channels and bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/unique consumer subscription (active/Inactive)
15.	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report.

16.	**Channel/Bouquet management**: SMS shall, in synchronisation with DRM on real time basis, support the following essential requirements: (a) Create and manage relevant product ID for all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc. (b) Manage changes in the channel/bouquet, as may be required, from time to time. (c) Link the Products IDs for à-la-carte channels and bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).
17.	**Network Capacity Fee (NCF) Policy Creation**: SMS shall support all NCF related requirements mandated by the applicable tariff order.
18.	**Bill/Invoice Generation**: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, pay channels charges (with clear itemized details of à- la-carte channel cost and bouquet costs), rental charges for STB/unique consumer subscription (if any), other applicable charges, including Goods and Services Tax (GST).
19.	**Management of Logs**: (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule III or at least three audit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide broadcaster wise total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.
20.	**SMS Database and tables**: (a) There shall not be any active unique subscriber outside the database tables declared by the Vendor (b) SMS shall not provide an option to split SMS database or for creation of more than one instance. (c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for audit or otherwise: i. Bouquet à la carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa)
21.	SMS shall be accessed through a Firewall
22.	STB/unique consumer subscription and MAC ID shall be paired from the SMS to ensure security of channel (applicable for DRM with pairing facility).
23.	The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB/unique consumer subscription by STB/unique consumer subscription basis.

24.	SMS should have a facility to carry out monthly reconciliations of channels/a-la-carte and bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during audits.
25.	SMS should have a provision of generating the following reports pertaining to STB/unique consumer subscription/MAC ID.: (a) White list of STB/unique consumer subscription /MAC ID along with active/inactive status (b) Faulty STB/unique consumer subscription/MAC ID repairable and beyond repairable (c) Warehouse fresh stock (d) In stock at local cable operator (LCO) end (e) Blacklist (f) Deployed with activation status (g) Testing/demonstration STB/unique consumer subscription /MAC ID with location
26.	**Audit-related requirements**: SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise: (a) Subscriber related: (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/Temporary Disconnected (iv) Subscription change history (b) Product (Bouquet/à-la-carte channel) related: (i) Broadcaster à-la-carte relation (ii) Bouquet name change history (iii) À la carte name change history (iv) Bouquet/à-la-carte channel rate change history (c) STB/unique consumer subscription related: (i) Change in location history (ii) Change in status (Active/Damaged/Repaired/Replaced)
27.	**User Authentication**: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system

28.	SMS should have the provision to support the following additional requirements: (a) List of à-la-carte channels and bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in DRM. (b) Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans. (c) Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm. Product (à-la-carte channels and bouquets) Tenure- wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. (d) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/unique consumer subscription activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc. (e) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs/unique consumer subscription. (f) Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals. (g) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc. (h) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode). (i) Generation of Reports: Provision to generate the following reports for operational purpose: i. All, selective and single boxes' current status with their first time activation date. ii. Total number of à-la-carte channels and bouquets and STB/unique consumer subscription expiring detail till given future date on the dashboard, according to the permission. iii. Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission. iv. Total active and inactive subscriber's details with multiple criteria (network-wise, à la-carte channels and bouquets-wise, state-city wise and broadcaster- wise).
29.	It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention. Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc.

ii. DRM Requirements for conditional access by subscribers and encryption for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations

Table 2

Sl. No.	DRM Requirements for conditional access by subscribers and encryption
1.	DPO shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis as compliance of this requirement.

2.	DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (all activations, deactivation, channel authorization/assignment and un-authorization / de-assignments and change in MAC ID/STB/unique consumer subscription). The DRM shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.
3.	DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /unique consumer subscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/unique consumer subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the channel.
4.	The SMS and the DRM should be integrated in such manner that activation and deactivation of STB/unique consumer subscription happen simultaneously in both the systems. Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscriptions is reflected in the reports generated from the DRM.
5.	DRM deployed should be able to support two-way networks only.
6.	The DRM deployed should be able to support both carded as well as card-less STBs/unique consumer subscription for any provisioning.
7.	The DRM deployed should be able to generate, record, maintain independent reports and logs for verification purpose during audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum. The reports must have date and time stamp. Proposed reports should include: (a) Unique active STB/unique consumer subscription count as well as MAC ID wise on any desirable date (b) Unique bouquet/channel active for a specific STB/unique consumer subscription on any desirable date (c) MAC ID/User ID wise activation-deactivation report for service requests (d) Any alteration in bouquet and/or channels configured in DRM (e) Blacklist STB/unique consumer subscription report (desirable not mandatory feature) (f) Product code pertaining to channels/ bouquets available on the platform (g) Channel/bouquet authorization/assignment to STB/unique consumer subscription along with start date and end date of entitlement (h) STB/unique consumer subscription -VC pairing / de-pairing or User id- Mac-id Pairing / de-pairing (if applicable) in SMS/DRM (i) STB/unique consumer subscription activation / de-activation (j) Channels assignment to STB/unique consumer subscription (k) Report of the activations or the deactivations of a particular channel for a given period (l) The total number of registered subscribers (m) The total number of active subscribers (n) The total number of temporary suspended subscribers (o) The total number of deactivated subscribers (p) List of blacklisted STBs/unique consumer subscription in the DRM (desirable not mandatory feature) (q) Channel and bouquet wise monthly subscription report in the prescribed format. (r) The names of the channels forming part of each bouquet (s) The total number of active subscribers subscribing to a particular channel or bouquet at a given time (t) The name of a-la carte channel and bouquet subscribed by a subscriber (u) The ageing report for subscription of a particular channel or bouquet
8.	DRM deployed should be able to tag and blacklist the STB/unique consumer subscription in case of any piracy.
9.	DRM deployed should have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
10.	The DRM and SMS should be integrated in such manner that upon deactivation of any subscriber from the SMS, all program/services shall be denied to that subscriber.

11.	The DRM should be capable of generating, recording and preserving unedited data / logs for at least three consecutive years for each command executed through the DRM, including logs of each command of the SMS integrated with the DRM.
12.	DRM deployed should be capable to support both software base as well as hardware base security.
13.	DRM shall be capable of adding/modifying channels/bouquets as may be required on real time basis in line with the activity performed in SMS.
14.	DRM should be so configured for specific type of STB/unique consumer subscription, that are procured and configured by the DPO. The DRM should not enable working/operation of any other type/brand/make of STB/unique consumer subscription, in the network.
15.	When infrastructure sharing (as and when permitted by MIB) is available, in such cases DRM shall be capable to support multiple DPOs.
16.	DRM should support content protection.
17.	DRM should support key rotation, i.e., periodic changing of security keys
18.	In case DPO has deployed hybrid STBs (hybrid STB for the purpose of this regulation means a STB that uses multiple methods of receiving transmission signals with video and audio content, however in a single instance such STB provides only one type of service), DRM shall ensure that the over-the-top (OTT) App and any browser does not get access to the linear television channels offered by the DPO from its own system, and similarly, DRM for IPTV service should not get access to channels delivered through OTT platform. Provided that, all the mandatory requirements for DRM shall be complied by hybrid STBs.
19.	There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split DRM database for creation of more than one instance by a DPO or a vendor.
20.	It must support the following options with reference to uploading of unique access (UA)/MAC ID details in DRM database: (a) A secure un-editable file of MAC ID details, as purchased by the distributor, to be uploaded by the DRM vendor on the DRM server directly, (b) If it is uploaded in any other form, UA/MAC ID in DRM database shall be captured in logs, (c) Further, DRM shall support an automated, application programming interface (API)-based mechanism to populate such UA/MAC ID details in the SMS, without any manual intervention.
21.	It shall be mandatory to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers: Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc
22.	DRM and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database audit trail shall be permanently enabled. Explanation: Database here refers to the database where data and log of all activities related to STB/unique consumer subscription activation, deactivation, subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc., is being stored.
23.	Provision of à-la-carte channels or bouquet: (a) DRM (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode. (b) DRM (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.

24.	DRM and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.
25.	DRM shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.
26.	There shall be unique license key required for viewing, the encryption period for a specific key should be configurable to change at periodic interval in DRM deployed by DPO.
27.	For every change in channels, fresh license keys should be issued by the DRM. License keys issued by DRM should be secure and encrypted. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system.
28.	DRM servers should comply with extant Rules and Regulations including relevant clause under extant provisions (if any) relating to data localisation, data security and privacy. It should not be allowed to connect main DRM server to some other location (India or other country) with some proxy or another server to integrate with SMS and DPO system.
29.	IPTV service delivery may conform to multicast and/or unicast mode. The system configuration should ensure that every television channel is available to every customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such channel at any point of time. STBs/unique consumer subscription with facilities for recording programs shall have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.
30.	IPTV system should not be allowed to deliver linear content to any other device except STB/unique consumer subscription which has been whitelisted in DRM.
31.	The DRM should have following features: (a) It should restrict user to editing. (b) It should restrict user from sharing or forwarding or mirroring the content from the STB/unique consumer subscription. (c) It should disallow user to take screen shots or screen grabs or screen-recording, if technically feasible. (d) It should lock access to authorized STBs/unique consumer subscriptions only. (e) It should have Geo blocking feature. (f) It should be able to set expiry date to recorded content at STB/unique consumer subscription end based on various policies.
32.	The DRM should have the capability of being upgraded over-the-air (OTA) so that the connected STBs/unique consumer subscription always have the most upgraded version of the DRM.
33.	The DPO shall ensure that the DRM is up to date by installing necessary patches, error corrections, additions, version releases, etc. so as to ensure protection of channels and content at all times
34.	No such functionality should be added to or removed from the DRM which compromises security of delivery through its IPTV platform using DRM hybrid STBs/unique consumer subscription. All costs / expenses (by whatever name called) that are required to be incurred or become payable for such upgradation and for delivery/distribution of multi channel television programmes to subscribers shall be borne solely by such DPO. The DPO shall employ all reasonable security systems and procedures to prevent any loss, theft, piracy, un-authorized use, reception or copying of channels or any part thereof and shall notify broadcasters as soon as practicable after it becomes aware that such an event has occurred.
35.	The DRM should not in any way interfere with / invalidate fingerprinting.
36.	DPO shall promptly, and at it sole cost and expense, correct any issues with the DRM (such as bugs, defects, omissions or the like) that prevents subscribers from accessing the DRM hybrid STBs/unique consumer subscription or channels through the DRM hybrid STBs/unique consumer subscription.
37.	DPO shall provide broadcasters with video and audio codecs supported by the DRM hybrid STBs/unique consumer subscription. The DPO shall ensure that no such changes/modifications are made to such codecs parameters that will require broadcasters to incur any expense for delivery of channels / content that are free from viewer discernible problems (including, without limitation, video with no audio, audio with no video or significant signal distortion

38.	DRM should ensure that the hybrid STBs/unique consumer subscription are verifiably located within India by reference to internet protocol address and service address. DRM must ensure and lock the viewership to single device by single STB/unique consumer subscription or any device by ensuring MAC ID based authentication. The DRM must use industry-standard means (including IP-address look-up technology with screening and blocking of proxies (including anonymizing and spoofed proxies)) to prevent delivery of channels to IP addresses outside of India or to proxies.
39.	DRM should ensure that television channels are accessible on STBs/unique consumer subscription of only such subscribers who are then-current, valid subscribers of the DPO, and such confirmation must take place prior to the DRM delivering (or authorizing the delivery of) television channel to the STBs/unique consumer subscription of such subscribers.
40.	Upon deactivation of any subscriber from the SMS, the DRM shall restrict delivery of all programme/services to that subscriber.
41.	The DRM should not have any feature to insert any content (including advertisement, banner on portion of screen, etc) by itself. However, ticker messages for consumer information as regards their services from DPO shall be permitted.
42.	The DRM should not mask/remove any copyright, trademark or any other proprietary information on the channels at the time of their delivery.

The service providers shall ensure that they seek provisioning of after sales services and support through a local entity so as to *inter-alia* provide quick resolution to any technical and piracy related issues, from DRM equipment supplier, while procuring DRM equipment.

iii. DRM Requirements in so far as they relate to fingerprinting for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 3

Sl. No	Fingerprinting requirements under DRM
1.	The DPO shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals
2.	The STB/unique consumer subscription should support both visible and covert types of finger printing.
3.	The fingerprinting should not get invalidated by use of any device or software.
4.	The fingerprinting should not be removable by pressing any key on the remote of STB/unique consumer subscription.
5.	The finger printing should be on the topmost layer of the video.
6.	The finger printing should be such that it can identify the unique STB/unique consumer subscription number or the unique VC number or the MAC ID.
7.	The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), settings, blank screen, and games etc.
8.	The location, font color and background color of fingerprint should be changeable from head end and should be random on the viewing device.
9.	The finger printing should be able to give the numbers of characters as to identify the unique STB/unique consumer subscription and/or the MAC ID.
10.	The finger printing should be possible on global as well as on the individual STB/unique consumer subscription basis.
11.	The overt fingerprinting/watermarking should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
12.	The DRM deployed should be able to generate fingerprinting/watermarking both global fingerprinting as well as targeted channel fingerprinting/watermarking.
13.	The DRM shall support and enable forensic watermarking at STB/unique consumer subscription level.

14.	The DRM shall have the capability to run fingerprinting with at least one fingerprinting every ten (10) minutes on a 24x7x365 basis. DRM should have a feature to publish report of fingerprinting schedule for defined interval. The DPO shall make such report available to broadcaster on request.

iv. DRM Requirements in so far as they relate to STBs/unique consumer subscription shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 4

Sl. No.	STB/unique consumer subscription Requirements for DRM for IPTV services
1.	All STBs/unique consumer subscription should have a DRM content protection.
2.	The STB/unique consumer subscription deployed should be capable to support content decryption, decoding and DRM license evaluation.
3.	The STB/unique consumer subscription should be capable of displaying fingerprinting inserted from Headend through DRM/SMS. The STB/unique consumer subscription should support both targeted channel fingerprinting as well as all global fingerprinting.
4.	The STB/unique consumer subscription should be individually addressable from the Head-end.
5.	The STB/unique consumer subscription should be able to receive messages from the Head-end.
6.	The messaging character length should be minimal of upto120 characters.
7.	There should be provision for global messaging, group messaging and the individual STB/unique consumer subscription messaging.
8.	The STB/unique consumer subscription must be compliant to the applicable Bureau of Indian Standards
9.	The STBs/unique consumer subscription should be addressable over the air to facilitate OTA software upgrade.
10.	The STBs/unique consumer subscription with facilities for recording the programs shall have international standard copy protection system
11.	The STB/unique consumer subscription should have a provision that fingerprinting is never disabled.
12.	The watermarking network logo for all pay channels shall be inserted at encoder end only.
13.	DRM/SMS deployed should be able to send scroll messaging which should be only available in the lower part of the screen.
14.	DRM deployed should be able to geo tag STB/unique consumer subscription deployed in the network for security.
15.	STB/unique consumer subscription should take all commands directly from DRM not from any intermediate servers.
16.	STB/unique consumer subscription while using IPTV infrastructure should not have feature to download (direct or side download) any 3rd party App/APK and should not have access to any browser.
17.	STB/unique consumer subscription should not be able to access the authorization keys from any other source except from the IPTV system through the IPTV closed network. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system
18.	No play store should be accessible for enabling download, etc. when STB/unique consumer subscription, is functioning in the IPTV network.
19.	STB/unique consumer subscription should have copy protection.
20.	DPO system should have capability to maintain un-editable logs of all activity and configurations including download or upgrade of IPTV services App (if any) at STB/unique consumer subscription end

21.	The DRM should not allow delivering linear TV channels on Internet. The delivery of multi channel television programmes should remain in a closed network within the device.
22.	The STB/unique consumer subscription should have forced messaging capability including forced finger printing display.
23.	The DRM hybrid STBs/unique consumer subscription should be tested for the following prior to their seeding in the subscribers' premises: (a) System down testing (b) Error messaging (c) Negative user journey testing (d) Device variance testing (e) Destructive testing (f) Application monitoring testing (g) In-app monitoring testing

H. The Operator to also provide Broadcaster with following documents and information for audit purposes:

(i) Complete Block Diagram of the head end;
(ii) Details of Authorized Area;
(iii) Details of local cable operators ("LCOs") connected with Operator's Platform/network.
(iv) Details of areas in which Operator is providing its services.

Following shall be validated during the audit:

1. Review Complete Network Diagram
2. Undertaking from Operators for all SMS and CAS installed at Head end - issue of Multiple CAS/SMS
3. Certificate from CAS provider for details of super CAS ID and version. Also confirmation with respect to history of hacking
4. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for Authorized Area(s).
5. Review whether live diagram/fibre details of network are captured in SMS system
6. To check if Operator's Finger Printing is available across the network.
7. Confirm whether watermarking network logo for all Channels is available.
8. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
9. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
    - Unique Subscriber ID
    - Subscriber Contract Details - No, Term, Date, Name, Address & contact details
    - Hardware details
10. Review the subscribers' activation/de-activation history in the SMS system
11. Validate if the SMS is integrated with the Conditional Access ("CA") system.
12. Review if all the active and de-active STBs are synchronized in both SMS and CA system.
13. Validate if independent log/report can be generation for active and de-active Smart Cards with the product/channels active in both SMS & CA systems.
14. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
15. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.

16. Validate if the LCO is attached to a Subscriber

17. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels

18. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Broadcasters/Aggregators.

19. In case of non-addressable systems, extraction, examination and evaluation of reports pertaining to channel-wise frequency/band allocation

20. Extraction and Examination of system generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates,

21. Reviews of the following reports are supported by SMS & CA System

    a. Total no of Subscribers - active & de-active separately
    b. De-active subscribers with ageing report
    c. Channel wise Subscribers - total
    d. Channel wise Subscribers - split by package
    e. Revenue by Package/Channel
    f. Subscriber/Revenue Reports by State/City
    g. No of packages/services offered
    h. List of Channels/rates of each package
    i. Rate Card Options offered/Attached with active Subscribers
    j. Historical data reports i.e. activation/deactivation etc.
    k. Free/demo Subscribers details
    l. Exception cases - active only in SMS or CA system

22. Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems

    a. Customer acquisition
    b. Provisioning of the subscriber in authentication, billing and SMS system
    c. Scheme/package change request process
    d. Customer Retention process, if any
    e. Deactivation and churn process

23. Verify the various schemes/packages being offered to customers

    a. Obtain details of all approved schemes/packages and add on which are being offered to customers
    b. Interactions with the Operator's marketing and sales team on how the various channels are being marketed
    c. Any special marketing schemes or promotions
    d. Details of the consumers subscribing to the various schemes/packages, including 'demo'/free/complimentary/testing/promotional subscribers

24. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):

    a. Generation of reports for subscriber declaration for Channels/bouquets
    b. Any reconciliations/checks/adjustments carried out before sending the declarations

25. Analyze declaration reports on a sample basis:

    a. Reconciling the declaration figures with base data from various systems (SMS/ Provisioning/Billing and Authentication systems)
    b. Analyze the computation of average subscribers
    c. Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

26. Analyze the following:

    a. Input and change controls of customer data into SMS
    b. SMS user access controls - authentication, authorization and logging
    c. System logs to identify any significant changes or trail of changes made
    d. Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
    e. System logic for the reports which are inputs to Broadcaster declarations
    f. Channel allocation/fixation to a particular LCN/CDN
    g. Mapping of subscriber id across the CRM and SMS billing system if the same is different across the Systems.
    h. Sample of activation and deactivation request logs
    i. Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/rep)
    j. Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/rep)
    k. Live demo of the queries being put in to the system to generate different reports.
    l. List of CAS and SMS used by Operator in Authorized Area(s). Incase more than one CAS and SMS system is used by Operator for Authorized Area(s), then understand and analyze how the two markets are segregated, controlled, reported and invoiced
    m. Similarly, list of head-ends of the operator providing services in Authorized Area(s) and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
    n. In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS

27. Verification of Broadcaster's FP passing through the Operator's STB.

28. <u>Basic Audit checks to be completed:</u>
    a. "As on Date" reconciliation of VC and STB from complete CAS and SMS for the date of Audit. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in actual numbers as well as percentage of the total base
    b. "Transaction log" reconciliation of VC and STB numbers obtained from logs of complete CAS and Logs of SMS with the subscriber report provided to broadcaster for each month. Any discrepancy should be reported in actual numbers as well as percentage of the total base.
    c. Reconciliation of VC and STB from CAS and SMS for each channel for the date of Audit. Any discrepancy should be reported in actual numbers as well as percentage of the total base
    d. Reconciliation of VC and STB numbers for each channel obtained from Logs (Transactional logs as well as configuration logs) of complete CAS and SMS Logs with the broadcasting report of each month. Any discrepancy should be reported in actual numbers as well as percentage of the channel count reported.
    e. A 3 way reconciliation on channel wise count of broadcasting report, CAS and SMS should be done at count level for the day of Audit as well as historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.
    f. Auditor to highlight if any free access (to be defined) channels are available
    g. Auditor to compare VC's from SMS and compare with the VC's on which payment has been received through prepaid system from the customer in last 6 months. Any cases where payment has been received for the month but no VC appearing in active SMS data for the month should be reported as exception

29. <u>Basic hygiene checks for Audit:</u>
    a. Operator to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors
    b. Operator to allow auditors to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
    c. Operator to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
    d. All data from CAS and SMS server should be extracted by auditor in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS & SMS servers.
    e. A screen shot of the queries that are run should be part of the data stored with password protected\data extraction queries scripts and explanation of terminology to be preserved and also provided to the broadcasters along with the audit report and data stored with password protected.

f. Auditor and Broadcaster representative should be physically present during the extraction of CAS & SMS data and should not leave the data extraction activity to CAS & SMS vendors.

g. All data to be extracted from backend using queries or verify the data obtained from SMS/CAS frontend by writing queries on the backend database after understanding the table structure:
    - As on date Active and De-active Subscriber count in the network
    - As on date Active and De-active counts with STB/VC with location specific report
    - As on date Active and De-active Channel and package wise subscriber count and a report containing details of such STB/VC
    - Historical month-end active and de-active STB/VC wise subscriber counts and a report containing details of such STB/VC for the audit period
    - Historical month-end active and de-active package and channel-wise subscriber counts and a report containing details of such STB/VC for the audit period
    - As on date channel composition of packages
    - Channel composition of packages for historical period (audit period)
    - Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp
    - Inventory of all the VC/UA/Mac ID from the SMS server

SPN/IPTV/AGR/24-25/M/2060

Final Audit Report 2024-10-21

Created:	2024-10-18
By:	Culver Max Entertainment Private Limited (EsignAgreement@setindia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9bnsmeqBgmld_G6xwIFmx9RZSeUcHorj

"SPN/IPTV/AGR/24-25/M/2060" History

Document created by Culver Max Entertainment Private Limited (EsignAgreement@setindia.com)
2024-10-18 - 11:23:04 AM GMT- IP address: 65.0.1.126

Document emailed to Senthil Kumar K (md@skylink.net.in) for signature
2024-10-18 - 11:23:27 AM GMT

Email viewed by Senthil Kumar K (md@skylink.net.in)
2024-10-18 - 7:01:48 PM GMT- IP address: 104.28.37.207

Email viewed by Senthil Kumar K (md@skylink.net.in)
2024-10-19 - 7:00:34 PM GMT- IP address: 104.28.37.204

Email viewed by Senthil Kumar K (md@skylink.net.in)
2024-10-20 - 3:13:29 PM GMT- IP address: 146.75.197.5

Document e-signed by Senthil Kumar K (md@skylink.net.in)
Signature Date: 2024-10-21 - 9:19:19 AM GMT - Time Source: server- IP address: 103.130.90.103

Document emailed to kamakshi.sarkar@setindia.com for signature
2024-10-21 - 9:19:21 AM GMT

Email viewed by kamakshi.sarkar@setindia.com
2024-10-21 - 9:20:08 AM GMT- IP address: 52.102.12.133

Signer kamakshi.sarkar@setindia.com entered name at signing as Kamakshi Sarkar
2024-10-21 - 9:20:39 AM GMT- IP address: 125.23.72.117

Document e-signed by Kamakshi Sarkar (kamakshi.sarkar@setindia.com)
Signature Date: 2024-10-21 - 9:20:41 AM GMT - Time Source: server- IP address: 125.23.72.117

Agreement completed.
2024-10-21 - 9:20:41 AM GMT

Adobe Acrobat Sign

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ CF 041089

अनुक्रमांक	1523099
दिनांक	19/Jan/2024
मुद्रांक शुल्क रक्कम	500/-
दस्ताचा प्रकार	Agreement
दस्त नोंदणी करणार आहेत का ?	Yes/No
मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता	**Star India Pvt Ltd.** Lower Parel Mumbai 13
दुसऱ्या पक्षकाराचे नाव	.....
हस्ते व्यक्तीचे नाव व पत्ता	Nitin .M. DP Road Pune -1
	SANGIETAA LOKANDE
मुद्रांक विकत घेणाऱ्याची सही	परवाना क्र . 2201124 20 BundGarden Road Pune -1

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्याच कामासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे .

सह दुय्यम निबंधक पुणे

17 JAN 2024

प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

1st Party	: Star India Pvt Ltd
2nd Party	: Skylink Networks
Consideration Amount	: INR 0
Stamp Reference No.	: CF041089
Document Reference No.	:

1st Party	: Star India Pvt Ltd
2nd Party	: Skylink Networks
Consideration Amount	: INR 0
Stamp Reference No.	: CF041089
Document Reference No.	:

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ 86AA 270288

अनुक्रमांक	1522695
दिनांक	19/Jan/2024
मुद्रांक शुल्क रक्कम	100/-
दस्ताचा प्रकार	Agreement
दस्त नोंदणी करणार आहेत का ?	Yes/No
मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता	**Star India Pvt Ltd.** Lower Parel Mumbai 13
दुसऱ्या पक्षकाराचे नाव हस्ते व्यक्तीचे नाव व पत्ता	..... Nitin .M. DP Road Pune -1
मुद्रांक विकत घेणाऱ्याची सही	SANGIETAA LOKANDE परवाना क्र . 2201124 20 BundGarden Road Pune -1

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्याच कामासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे .

वरिष्ठ कोषागार अधिकारी पुणे

19 JAN 2024

प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

1st Party	: Star India Pvt Ltd
2nd Party	: Skylink Networks
Consideration Amount	: INR 0
Stamp Reference No.	: 86AA270288
Document Reference No.	:

1st Party	: Star India Pvt Ltd
2nd Party	: Skylink Networks
Consideration Amount	: INR 0
Stamp Reference No.	: 86AA270288
Document Reference No.	:

Customer ID: **Agreement No. FY24-AGRNS-0010**

REFERENCE INTERCONNECT OFFER OF STAR INDIA PRIVATE LIMITED (ADDRESSABLE SYSTEMS)

The terms and conditions of this Reference Interconnect Offer are drafted pursuant to the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, both as amended from time to time.

The DPO may reach out to the following representatives of Star India Pvt. Ltd. for availing signals of Channels and/or any grievance(s):

Distribution Platform	**Name**	**Contact No.**	**Email ID**	**Address**
Digital Addressable Cable Television Systems, IPTV, HITS & DTH	Summit Grover/ Harish Rajan	0124-6654400 Ext 5666/ 022-61731124/ 022 6173 2425/ 022 6630 5555	summit.grover@disney.com/ harish.rajan@disney.com	Star House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013, Maharashtra

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("**SLA**") is executed on the date specified below the signature of last party executing this SLA ("**Execution Date**") by and between:

STAR INDIA PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956 and having GSTINs 27AAACN1335Q1Z8 (Star House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013, Maharashtra), 19AAACN1335Q2Z4 (RENE Towers, 1842, Rajdanga Main Road, RB Connector, Kasba, Kolkata - 700107, West Bengal) 36AAACN1335Q1Z9 (Plot No. 8-2-120/86/10,Opp: Park Hyatt Hotel, Road No.2, Banjara Hills, Hyderabad- 500034, Telangana), 29AAACN1335Q1Z4 (Ground Floor, Embassy Golf Links Business Park, Intermediate Ring Road, Cherry Hills, Bengaluru - 560071, Karnataka), 06AAACN1335Q1ZC (Star Centre, Plot No. 77, Institutional Area, Sec-32, Gurugram – 122001, Haryana), 07AAACN1335Q1ZA (Vatika Business Centre, Thapar House, Gate No. 1 Eastern & Central Wing, Third Floor, 124, Janpath, New Delhi – 110 001) and office at Vatika Business Centre, Thapar House, Gate No. 1 Eastern & Central Wing, Third Floor, 124, Janpath, New Delhi – 110 001, bearing PAN No. AAACN1335Q and registered office at Star House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013, Maharashtra (hereinafter referred to as "**STAR**", which shall include its successors and assigns);

AND

DPO (M/s): **Skylink Networks**

DPO's Status (Mention Yes/No)

Company	**No**	Individual	**No**
Partnership Firm	**No**	HUF	**No**
Proprietorship Firm	**Yes**	Other	**No**

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

DPO's license/ registration:

Status of registration / licenses of the DPO (DAS/DTH/ HITS/IPTV)	Name of registrant/ / license holder	Registration No.	Registered area of operation/, as per registration/license (if applicable)	Validity	
				From	To
IPTV	**Skylink Networks**	**N-45009/9/2023-DAS**	**Tamil Nadu**	**28 July 2023**	**27 July 2033**

Registered Office Address (if applicable):

Address	**B6, 2nd Floor, Vue Grande, 339, Chinnaswamy Road, Siddhapudhur,**						
City:	**Coimbatore**	District:	**Coimbatore**	State:	**Tamil Nadu**	PIN:	**641044**

Correspondence Address/Address for Notice as per clause 31 of SLA:

Address	**28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti**						
City:	**Coimbatore**	District:	**Coimbatore**	State:	**Tamil Nadu**	PIN:	**641035**

Tel. No.: **4224555555**

PAN No: **CCJPS4784G** TAN No.: **TAN Declaration**

CIN No:

Contact Person Name (Mr./Ms.): **SENTHIL KUMAR K**

Mobile No.: **9944399449** E-mail ID: **senthil@skylink.net.in**

Name of Authorized Signatory (Mr. / Ms.): **SENTHIL KUMAR K**

Mobile No.: **9944399449** E-mail ID: **senthil@skylink.net.in**

*[hereinafter referred to as the "***DPO***", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("*HUF*")].*

STAR and the DPO are hereinafter individually referred to as a "**Party**" and collectively, as the "**Parties**".

WHEREAS Star India Private Limited ("**STAR**") and/or its Affiliates, are the owner(s)/licensee(s) of various rights under the Copyright Act, in respect of the Channels (defined herein below).

WHEREAS various DPOs are desirous of retransmitting signals of Channels, to their respective subscribers.

AND WHEREAS by virtue of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time ("**Interconnection Regulations**") read with the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order and the same has been mentioned in the subsequent page of this Agreement.

from time to time ("**Tariff Order**"), STAR is required to offer and publish technical and commercial terms and conditions which would form the basis of a license agreement with DPOs who are desirous of retransmitting/rebroadcasting signals of Channels. Accordingly, the present Reference Interconnect Offer ("**RIO**") is being offered and published by STAR. However, this RIO is without prejudice to STAR's rights, remedies and contentions under applicable Laws, equity or otherwise and subject particularly to the outcome in –

i. Writ Petitions bearing nos. 5161/2014, 506/2016, 4135/2017, 4091/2017, 7017/2017, 6915/2017, 53/2019, 180/2019, 9431/2019 and 13779/ 2019 pending before the Hon'ble Delhi High Court;
ii. Civil Appeal Nos. 2847-2854 of 2011, 7247 of 2011, 3896 – 3903 of 2011, 3728 of 2015, 11494 of 2018, 11834 of 2018, 6001-6003 of 2019 pending before the Hon'ble Supreme Court;
iii. Appeal No. 1 and 2 of 2016 pending before the Hon'ble TDSAT; and
iv. Writ Petitions bearing nos. 1416/2020, 1419/2020, 1421/2020 and 1426/2020 pending before the Hon'ble Madras High Court.

Any DPO of Television Channels, [as defined in Clause 2 sub clause (s) of the Interconnection Regulations] intending to avail the signals of Channels is required to execute the SLA, offered by STAR for execution, on an "as-is" basis and without making any unilateral changes/modifications. It is only on execution of the entire SLA by both the Parties, that it shall form a binding license agreement for rebroadcast / retransmission of the signals of Channels. The terms of this RIO shall override all the previous Reference Interconnect Offer(s) executed between the Parties hereto.

Both Parties agree that the DPO had entered into Interconnect Agreement including amendments for the period as detailed in Annexure H of the SLA.

Needless to add, to avail the signals of Channels under this SLA, the DPO shall clear the entire outstanding subscription fees due and payable to STAR for the period up to the date of commencement of this SLA and shall demonstrate/ensure compliance of all the statutory/regulatory directives including but not limited to mandates as prescribed under Schedule III, Schedule IX and Schedule X of the Interconnection Regulations.

It is hereby clarified that in order to be eligible to execute this SLA and avail the signals of Channels, the DPO shall not be in default of payment to STAR in terms of second proviso of Clause 3(2) of the Interconnection Regulations. It is further clarified that execution of this SLA shall not absolve the DPO from any of the pending contractual or statutory obligations/liabilities arising of the previous Agreements including causing any pending Audit(s) etc. Accordingly, the DPO shall not have any outstanding amounts due and payable to STAR in terms of the prevailing interconnection agreement(s) as on the date of execution of this SLA.

However, execution of this SLA and provision of signals under this SLA shall not amount to a waiver by STAR of its right to claim all outstanding subscription fees under the erstwhile agreement(s) and STAR shall be within its rights to claim the same including termination of this SLA, as per applicable law, for non-clearance of all outstanding dues under the erstwhile agreement/s.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In this SLA, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder or as assigned to them under applicable Laws. Additionally, there are other defined terms in the SLA which shall have such respective meaning as have been assigned to them throughout the SLA.

1.1 "**Act**" shall mean the Telecom Regulatory Authority of India Act, 1997, as amended from time to time;

1.2 "**Active Subscriber**" shall mean a subscriber who has been authorized to receive signals of Subscribed Channels as per the SMS and whose Set Top Box has not been denied signals;

1.3 "**SD Active Subscriber**" shall mean a subscriber who has been authorized to receive Signals of Subscribed SD Channels as per the SMS and whose Set Top Box has not been denied signals;

1.4 "**HD Active Subscriber**" shall mean a subscriber who has been authorized to receive Signals of Subscribed HD Channels as per the SMS and whose Set Top Box has not been denied signals;

1.5 "**Addressable System(s)**" shall mean an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of transmission of programmes including retransmission of signals of Television Channels can be sent in encrypted form, which can be decoded by the device or devices, having an activated CAS at the premises of the subscriber within the limits of authorization made, through CAS and SMS, on the explicit choice and request of such subscriber, by the DPO to the subscriber;

1.6 "**Affiliate**" of a Party (the "**Subject Person**") shall mean (i) in case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, is controlled by or is under common control with the Subject Person, and (ii) in case of any Subject Person that is a natural Person, his/her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons;

1.7 "**A-la-carte**" or "**A-la-carte Channel(s)**" with reference to this SLA shall mean offering of Television Channel(s) individually on a standalone basis;

1.8 "**Authority**" or "**TRAI**" shall mean the Telecom Regulatory Authority of India established under sub-section (1) of Section 3 of the Act;

1.9 "**Audit**" shall mean the Technical Audit and Subscription Audit to be conducted by the Empaneled Auditor, of the Distribution Systems of the DPO, including but not limited to CAS, SMS, encryption systems, Content Protection Systems, COPE, financial documents, etc. as per the Audit Manual and as detailed in Clause 13 of the SLA;

1.10 "**Audit Manual**" shall mean the requirements for conducting the Audit as per applicable Law and set out by TRAI vide Interconnection Regulations, and The Telecommunication (Broadcasting and Cable) Services Digital Addressable Systems Audit Manual dated November 8, 2019, as amended from time to time;

1.11 "**Audit Report**" shall mean the report generated by the Empaneled Auditor as further detailed in Clause 13 of the SLA;

1.12 "**Bouquet**" shall mean an assortment of distinct Television Channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly. Bouquet of Channels for the purpose of this SLA shall mean STAR's Bouquet of Channels listed in **Annexure D** hereto which may be amended from time to time as per applicable Law;

1.13 "**Broadcaster**" shall mean a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing television broadcast of Television Channels;

1.14 "**Business Day**" shall mean any day, other than a Saturday and Sunday, on which banks in Mumbai remain open for business;

1.15 "**BIS**" shall mean Bureau of Indian Standards;

1.16 "**Carriage Fee**" shall mean any fee payable by a Broadcaster to the DPO only for the purpose of carrying its television channels through the DPO's network, without, specifying the placement of such channels onto a specific position in the Electronic Programme Guide or, seeking assignment of a particular number to such channels;

1.17 "**Cable Service**" or "**Cable TV Service**" shall mean the transmission of programmes including retransmission of signals of Television Channels through cables;

1.18 "**Cable Television Network**" or "**Cable Tv Network**" shall mean any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;

1.19 "**Central Government**" shall mean the Government of India;

1.20 "**CAS**" shall mean the conditional access system maintained by the DPO in accordance with the Interconnection Regulations and the terms of this SLA, which shall have the ability to authorize, provide and deny specific Channels, data, or information to Subscribers and which meets the requirements set out in the Interconnection Regulations (as amended);

1.21 "**Catch Up Rights**" shall mean the right to make available the Subscribed Channel or Subscribed Channel's content to Subscribers on an on-demand basis, at any time after the original linear Distribution of the Subscribed Channel;

1.22 "**Change Event**" shall mean any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the DPO or any change of control or change in the management or acquisition of majority stake or controlling stake of the DPO or acquisition by the DPO of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the DPO's assets and/ or purchasing the whole or a substantial portion of the assets of another entity;

1.23 "**Channel(s)**" shall mean the standard definition and high definition Pay and Free-To-Air Television Channels of STAR, as set out in **Annexure D** of the SLA, which list may be amended from time to time as per applicable Law;

1.24 "**Channel Marks**" shall mean the trade names, trademarks, logos and service marks and characters used by STAR from time to time in connection with the services including without limitation the television channels, programmes, the titles and content of such programmes, television equipment or related services provided by STAR and/or its Affiliates or its licensors, specified by STAR or otherwise notified in writing by STAR from time to time;

1.25 "**Competing Channels**" shall mean channels of similar genre and language of competing Broadcasters;

1.26 "**Confidential Information**" shall mean (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Affiliates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the Parties, (b) any material or information disclosed by either Party for the purposes of this SLA (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

1.27 **"Consumer Premise Equipment"** or "**CPE**" means the components and accessories installed at the premises of the subscriber to enable the reception of broadcasting services related to television provided through addressable systems and includes cable wire, set top box, remote control for set top box, dish antenna, low noise block converter or any other equipment which may be necessary to receive broadcasting services related to television;

1.28 "**Content Protection Systems**" shall mean and include effective technological measures applied for providing conditional access delivery and content protection and security systems, and related physical security and operational procedures including all such security measures and systems specified by STAR from time to time, which is to be deployed, installed, maintained, and enforced by the DPO;

1.29 **"COPE"** shall mean Cable Operator Premise Equipment deployed for receiving and transmitting the signals of TV channels from HITS Operator's Platform/headend to distribution network of the HITS Operator including the affiliates of HITS Operator to the subscribers;

1.30 "**Copyright Act**" shall mean Copyright Act 1957, as amended from time to time;

The stamp duty of this agreement NR600 has been paid vide Stamp Duty Numbers 6CE141089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

1.31 "**Default Interest Rate**" shall mean simple interest applicable on delayed payment or short payment from the date the payment was due until realization of full payment and such interest shall be computed at the rate of 2% (two percent) per month on the payment that is due;

1.32 "**Direct to Home Operator**" or "**DTH Operator**" shall mean any person who has been granted license by the Central Government to provide Direct to Home (DTH) service;

1.33 "**Direct to Home Service**" or "**DTH Service**" shall mean re-transmission of signals of Television Channels, by using a satellite system, directly to subscriber's premises without passing through an intermediary such as Local Cable Operator or any other DPO of Television Channels;

1.34 "**Distribution Margin**" shall mean the DPO's share of revenue for the Distribution of Subscribed Channels to Subscribers and it does not include Carriage Fee. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s), multiplied by the Monthly Average Subscriber Level;

1.35 "**Distribution System**" or **"Platform**" shall mean the distribution network of a DPO for Distribution of the Subscribed Channels in an encrypted manner as per applicable Law;

1.36 "**Distribution Platform Operator**" or "**DPO**" shall mean the distributor of Television Channel(s) being either Multi-System Operator (MSO), or DTH Operator, or HITS Operator, or IPTV Operator, as applicable;

1.37 "**DPO Connect Portal**" shall mean the portal https://dpoconnect.startv.com/ or any other portal as may be informed by STAR which is developed by STAR for the DPO enabling the online submission of documents including Subscriber Reports, Qualifying Reports, invoices for Incentive and any other documents as may be informed by STAR;

1.38 **"DPO List Price"** shall mean the rate applicable to DPO as mentioned in the Annexure D of the SLA, which is MRP of A-la-carte Channel(s) and/or Bouquet of Channels less the Distribution Margin;

1.39 **"Doordarshan"** (**"DD"**) means the autonomous public service founded by the Government of India, which is owned by the Broadcasting Ministry of India and is one of the divisions of Prasar Bharati;

1.40 **"Doordarshan Television Terrestrial"** (**"DTT"**) means the services of Doordarshan including television, radio, online and Mobile services provided throughout metropolitan and regional India, as well as overseas. DTT are specifically excluded from the purview of the applicable Laws and this SLA;

1.41 **"Due Date"** shall mean the date of expiry of the 15 (fifteen) day period commencing on the date of receipt of invoice by the DPO from STAR;

1.42 **"Digital Video Recorders" ("DVR")/ "Personal Video Recorders" ("PVR") Service** shall mean a service which enables subscribers to copy, record, time shift, pause, forward or rewind individual programmes broadcast on the channels;

1.43 "**Distribute**" or "**Distribution**" shall mean the retransmission and/or rebroadcast of the signals of Subscribed Channels by the DPO to the Subscribers;

1.44 "**DRM**" shall mean the digital rights management and the same shall comply with all the provisions applicable to CAS as set out in the SLA and applicable Laws;

1.45 "**Effective Date**" shall mean the date of commencement of this SLA as defined in Annexure E of the SLA;

1.46 **"Electronic Programme Guide" or "EPG**" shall mean a program guide maintained by the DPOs of Television Channels that lists Television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;

1.47 **"Empaneled Auditor"** shall mean Broadcast Engineering Consultants India Limited or an auditor empaneled by the Authority for conducting the Audit;

1.48 **"Equipment(s)"** shall mean any and all hardware/ software and other devices, including but not limited to IRD(s), CAM(s) and the paired Viewing Card(s);

1.49 **"Excluded Rights"** shall mean all rights which are excluded under this SLA pursuant to Clause 8.2 of the SLA and which are reserved exclusively by STAR ;

1.50 "**Exhibition**" **or "Exhibit"** shall mean exhibition, broadcast, transmission, Distribution, communication to the public and/or making available the Subscribed Channels and Subscribed Channel's content;

1.51 **"Force Majeure Event"** shall mean any cause which is beyond the reasonable control of the affected party, including acts of God, earthquake, storm, lightning, flood, explosion, fire, sabotage, quarantine, epidemic, pandemic, arson, civil disturbance, terrorist attack, war or warlike situation and acts of a similar nature or satellite failure or satellite jamming, which may affect the transmission of Television Channel(s) by STAR;

1.52 **"Forms"** shall mean Form for Amendment of Territory of DPO and Form for Amendment of Subscribed Channels and Subscribed Bouquets, or any other form as available on STAR's Website or as provided by STAR;

1.53 **"Free-to-Air Channel"** shall mean a Television Channel which is declared as such by the Broadcaster and for which no fee is to be paid by the DPOs of Television Channels to the Broadcaster for signals of such Television Channel;

1.54 "**GST**" shall mean the Goods and the Services Tax which includes the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') / Union Territories Goods and Service Tax ('UTGST') and/or the Integrated Goods and Services Tax ('IGST') as may be applicable which are levied under the GST Legislations;

1.55 "**GST Laws**" shall mean (a) The Central Goods and Services Act, 2017, as amended from time to time; (b) The Integrated Goods and Services Act, 2017, as amended from time to time; (c) The Union Territory Goods and Services Act, 2017, as amended from time to time; (d) The Goods and Services Tax (Compensation to States) Act, 2017, as amended from time to time; (e) The State GST Act passed by each State in its legislature or any other present and future GST related laws in force in the territory of India;

1.56 **"Governmental Authority"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT, Copyright Board, Department of Telecommunications, Department of Industrial Policy & Promotion or any other body or authority regulating the broadcasting and distribution of channels in India;

1.57 **"HD Subscriber Base"** shall mean the total number of subscribers of High Definition Television Channels who are connected to the DPO's Distribution System, for the Territory, and have subscribed to one or more High Definition Television Channels of any Broadcaster, on A-la-carte or Bouquet basis from the DPO;

1.58 "**Head End In The Sky Operator**" or "**HITS Operator**" shall mean any person permitted by the Central Government to provide Head End In The Sky (HITS) Service;

1.59 **"Head End In The Sky Service"** shall mean transmission of programmes including retransmission of signals of Television Channels-(i) to intermediaries like Local Cable Operators or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers by using satellite system and its own cable networks;

1.60 "**High Definition**" or "**HD**" shall mean Linear Broadcast of Television Channel in any resolution that is 1080 vertical lines of resolution or less (but at least 720 vertical lines of resolution) and 1920 lines of horizontal resolution or less (but at least 1280 lines of horizontal resolution);

1.61 "**Interconnection Regulations**" shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time;

The Stamp Duty on this Agreement (NA 001 has been paid vide Stamp Duty Receipt No. 6594169 and 8647270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

1.62 **"Internet Protocol Television Operator"** or **"IPTV Operator"** shall mean a person permitted by the Central Government to provide Internet Protocol Television Service as defined below;

1.63 "**IRD**" shall mean an authorization device which includes decoder, receiver or integrated receiver-decoders as set out in **Annexure G** of the SLA, which is owned, operated and supplied by STAR and which is used in conjunction with a compatible Viewing Card in order to receive and decode each of the linear Channels by the DPO. For the avoidance of doubt, IRDs shall also include PIRDs which are procured by the DPO, at its own cost, to receive and decode the linear Channels;

1.64 **"Incentives"** shall mean the incentives as set out in Clause 6 of SLA as may be amended from time to time;

1.65 **"Independent Affiliate"** for the purposes of this SLA shall mean any DPO of Television Channels who is or was availing the signals of the Channels directly from STAR in terms of a separate agreement between STAR and the Independent Affiliate and shall include its LCOs and/or direct subscribers to whom STBs are issued by such Independent Affiliate;

1.66 **"Information"** shall mean communication from STAR along with instructions for shut off or de-authorization of the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time of receipt of such Information. For this purpose, Information shall include all communication from STAR via telephonic message, fax etc. which is later confirmed through e-mail by a person(s) who is designated to send such Information;

1.67 "**Intellectual Property**" shall mean copyright (including moral rights), patent, registered design, design right, marks, Channel Marks, trade secret, confidential information, or other intellectual property right or proprietary right or any right similar or analogous to any of the foregoing, whether or not registered and whether or not registrable, or any right or interest of any kind arising out of or created in respect of any of the foregoing or any right to bring an action for passing off or any similar or analogous proceeding, owned or controlled by STAR, its Affiliate(s) or their licensee including all rights, titles and interest in the programming of the Channels or any mark of the rights holders of any programming exhibited on the Channels on which STAR and its licensors shall have the sole and exclusive rights. Intellectual Property shall also include all rights, titled and interest in events and programmes, advertisements, messages and the like included in the Channels and that may be determined by STAR and its licensors at their sole discretion from time to time;

1.68 **"Interactive TV Service and Functions"** shall mean the television service, interactive technology, function or service whether now known or hereafter invented, developed or released, that provides users with interactive capabilities whereby in response to any individual user's demand such user is able to (a) access or demand and/or select from a range of viewing options an enhanced or specific viewing experience, (b) access on demand data and/or information in textual form, (c) be connected to any website, information, e-commerce or on-line service; and/or (d) view data and information (in addition to the audiovisual content), to manipulate audio and/or audiovisual content and/or to carry out any transaction or interaction with any person including by means of a return path;

1.69 **"Internet"** shall mean the openly accessible network of interconnected computer networks, also known as the World Wide Web ("WWW"), or any multi-node data delivery network for point-to-point or point-to-multipoint transfer of digital information (including but not limited to video, audio, software, and text) using defined protocols (e.g. TCP/IP or any successor or related technology) and linked by any transmission means, including transmission by broadband, wireless, satellite, coaxial or fibre optic cable, fixed line, wi-fi, Wimax or Mobile;

1.70 **"Internet Protocol Television Service"** or **"IPTV Service"** shall mean delivery of multichannel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers; For the purpose of distribution of Subscribed Channel(s) by DPO through its IPTV Service, the DPO shall ensure the Subscribed Channel(s) are enabled with certified/authorised DRM owned and operated by the DPO and received directly on a unique television set either through a STB or soft set top box on a closed network of one or more service provider, provided such soft set top box is installed on the CPE for reception of the Subscribed Channels;

1.71 **'Internet Service"** shall mean any service(s) which enables the Distribution and/or Exhibition of Subscribed Channels and Subscribed Channel's content via the Internet, including but not limited to online video services, OTT, Web TV, Internet TV etc.;

1.72 **"Joint Venture(s)"** shall mean the connected Affiliates, subsidiary companies and/or joint ventures of the DPO who are availing the signals under this SLA irrespective of whether they have executed a separate agreement or otherwise;

1.73 **"Law(s)"** shall mean all applicable laws, statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, standards and orders, including amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) any rules, directions, regulations, guidelines, and code of conduct of the MIB and TRAI that may be amended from time to time (c) The Copyright Act (including amendments thereto); (d) the order of the Hon'ble Supreme Court dated August 22, 2017, in *Civil Appeal No.(s) 10732-10733 of 2017 titled Union of India vs. Board of Control for Cricket in India & Ors. and connected matters* wherein the Hon'ble Supreme Court has unambiguously held that the live broadcasting signals of the sporting events received by Prasar Bharati from rights owners under Section 3 of the Sports Broadcasting Signals (Mandatory Sharing with Prasar Bharati) Act, 2007 is only for the purpose of re-transmission on Prasar Bharati's own terrestrial and DD Free Dish DTH network; (e) Cable Television Networks (Regulation) Act, 1995 and Rules 1994, as amended from time to time; (f) relating to tax, consumer and/or product safety (g) relating to data privacy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment; (h) the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent), (i) the UK Bribery Act 2020 (j) trade restrictions (i.e., customs, export and import controls, sanctions and embargoes) including United States of America trade restrictions, and pricing, or distribution of the Television Channel(s) through the DPO Platform(s);

1.74 "**Local Cable Operator**" or "**LCO**" shall mean a person registered under Rule 5 of the Cable Television Networks Rules, 1994 and a connecting link between the DPO and the unique subscriber of the DPO;

1.75 "**Linear Broadcast**" shall mean the 24x7x365 Distribution of the Subscribed Channels in a manner where the Subscriber views a scheduled television programme at the scheduled time it is offered by STAR and distributed only through all known prevailing broadcasting technologies and where such Distribution is on a linear and regularly scheduled basis, such that the subscriber is able to view the content at the same time it is transmitted by the broadcaster, except for the natural delays of satellite reception and retransmission over satellite or coaxial cable and no other person, including the DPO, its Affiliates, LCO and Subscribers, shall be able to control the flow of Subscribed Channel's content. For the avoidance of doubt, it is further clarified that any modes of Distribution and/or Exhibition of Subscribed Channels and Subscribed Channel's content that are not Linear Broadcast shall be construed to be non-linear;

1.76 "**MIB**" shall mean Ministry of Information and Broadcasting, Government of India;

1.77 "**Mobile**" shall mean any mobile delivery technology including 3G, 3.5G, 4G, 5G cellular technology, and any subsequent generation technology, edge, DVBH or DMB which is or may be used with radio frequency spectrum in any band, to enable or facilitate transmission of textual material, data, voice, video and/or multimedia service to any device (whether now known or hereafter developed) which is capable of receiving and/or sending voice and/or data and/or video communications by means of a device which is designed primarily as a portable device;

1.78 "**Monthly Average Subscriber Level**" shall mean the sum of the number of Active Subscribers of the Subscribed Channel(s) on the seventh, fourteenth, twenty-first and twenty eighth day of the month in question, recorded at any point of time between 19.00 hours to 23.00 hours, divided by four more particularly set out in **Clause 5** of the SLA**.** For the purpose of calculation of Monthly Subscription Fee, Subscriber for any calendar month, means each STB which is availing the Subscribed Channel(s) from the DPO directly by means of linear transmission, through the Distribution System;

1.79 **"Monthly Subscription Fee"** shall mean the Subscription Fee(s) payable by the DPO to STAR for the license granted under this SLA on a monthly basis as set out in Clause 5 of the SLA along with all applicable indirect

taxes including Goods and Services Taxes ("GST"), cess, charges, levies, duties, as applicable. All applicable taxes shall be charged by STAR in addition to the Monthly Subscription Fee and shall be payable by the DPO;

1.80 "**MRP**" shall mean the maximum retail price, excluding taxes, payable by a Subscriber for A-la Carte Channels or Bouquet of Pay Channels as notified by STAR in terms of the Tariff Order and as set out in **Annexure D** of the SLA as maybe amended from time to time;

1.81 "**Multi-System Operator**" or "**MSO**" shall mean a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more Local Cable Operators;

1.82 "**Multiplexing**" shall mean making available any version of a Television Channel on which the audiovisual content is identical to or substantially the same as another Television Channel (including, without limitation, any closed captioned, time shifted versions of a Television Channel);

1.83 **"NDVR/Cloud Rights"** shall mean the right to facilitate and enable recording of audiovisual content to be made upon a digital video recorder managed by or on behalf of the DPO which permits viewers, or the DPO on behalf of a viewer, to record and store the audiovisual content remotely using cloud storage, to make such recording available for play-back at a time chosen by a viewer;

1.84 "**New Channels**" shall mean the new Television Channels of STAR that may be launched and offered by STAR in future, after the date of execution of this SLA;

1.85 **"New Territory**" shall mean any area in India beyond the Territory where the DPO desires to extend its operations as per applicable Laws;

1.86 **"Pay Per View" or "PPV"** shall mean transmission and retransmission of synchronised video and audio signals of a single motion picture or program (or series of related program) where a supplemental charge on a per exhibition basis is made to a subscriber for the privilege of viewing the particular motion picture or program (or series of related program) at a time scheduled by the Exhibitor;

1.87 "**Pay Channel**", shall mean a pay Television Channel which is declared as such by the Broadcaster and for which the Broadcaster has fixed an MRP for a DPO to charge a Subscriber and for which license has to be obtained by DPO from the Broadcaster;

1.88 **"Person"** shall mean any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;

1.89 **"Promotional Offer"** shall mean the promotional offers launched by STAR as per applicable Law from time to time and as set out Clause 7 of the SLA;

1.90 **"Piracy"** shall mean unauthorized reception, retransmission or redistribution of signal of Television Channels by any person by any means and modes including but not limited to circumvention of Content Protection Systems, any alteration, tampering of the channel marks or channel or any component thereof or misuse, replacement, removal and/or shifting of hardware or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of rights of Broadcaster under the Trademarks Act, 1999 and Copyright Act;

1.91 "**QoS Regulation**" shall mean the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, as amended from time to time;

1.92 "**Qualifying Reports**" shall mean the complete and accurate reports which the DPO, opting for Incentives under this SLA has to compulsorily provide to STAR in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited, on the Qualifying Report Deadline to avail the Incentives as detailed in Annexure F of the SLA;

The Stamp Duty of Rs. 1,000/- has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

1.93 "**Qualifying Report Deadline**" shall mean the due date for submission of the Qualifying Reports as detailed in Annexure F of the SLA;

1.94 **"Revenue Authorities"** shall mean the Commissioners of Central Tax or any other authority appointed under the GST Laws to administer and discharge the duties conferred therein;

1.95 **"Rights Granted"** shall mean the rights granted as defined in Clause 8 of the SLA;

1.96 **"Subscriber Report" or "Report"** shall mean complete and accurate monthly subscriber report of Subscribed Channels and Subscribed Bouquets, provided in the prescribed format of STAR specified in **Annexure A** of the SLA, generated only through SMS and CAS of Distribution System. The said SMS and CAS should be fully integrated, and the Subscriber Report(s) should be in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited;

1.97 **"Subscriber Report Deadline" or** "**Report Deadline**" shall mean seventh day from the end of each calendar month, on or before which, the DPO has to provide the Subscriber Report to STAR;

1.98 **"Set Top Box"** or **"STB"** shall mean a customer premise equipment issued by the DPO which is fixed and installed at a place of reception authorized by DPO and which is integrated into or part of a television set and as per requirement described in the Interconnection Regulations (as amended) and capable of receiving and decoding transmissions of the Subscribed Channels, of that unique DPO, for the purpose of viewing on the television set the Subscribed Channels contained in those transmissions at such authorised place of reception;

1.99 **"Sideloading"** shall mean transferring, transmitting, re-transmitting and/or copying a programme recording by a viewer from their set top box and/or NDVR to any other device including any other Set Top Box for viewing inside and/or outside the viewer's residence;

1.100 **"SMS"/"Subscriber Management System"** shall mean a system or device of the DPO which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid or discount allowed to the Subscriber for each billing period, and other related information such as all customer relevant information and be responsible for keeping track of placed orders, credit limits, invoicing and payments, as well as the generation of Subscriber Reports and statistics, in accordance with the Law and as more particularly described in the Interconnection Regulations (as amended);

1.101 **"Subscriber"** shall mean a person who receives signals of Television Channels, from DPO via its Distribution System, at a place indicated by such person without further retransmitting it to any other person. For the avoidance of doubt, a Subscriber shall not: (i) rebroadcast the broadcast; (ii) cause the broadcast to be heard or seen by the public on payment of any charges or (iii) receive signals from any other operator other than the DPO which has issued the STBs to such subscriber. It is further clarified that each Set Top Box located at such place, for receiving the subscribed broadcasting services, shall constitute one Subscriber.

1.102 "**Subscribed A-la-carte Channel**" shall mean the A-la Carte Channels offered by STAR subscribed by the DPO, as are specifically selected by the DPO by mentioning "Yes/No" against such A-la Carte Television Channel list in the **Annexure D** of the SLA;

1.103 **"Subscribed Bouquet"** or **"Subscribed Bouquet of Channels"** shall mean Bouquet of Channels offered by STAR detailed in the **Annexure D** and which are subscribed by the DPO, as are specifically selected by the DPO by mentioning "Yes/No" against such Bouquet in the **Annexure D** of the SLA;

1.104 **"Subscribed Channels"** shall mean the Subscribed A-la-carte Channels and/or Subscribed Bouquet as applicable;

1.105 **"Subscription Audit"** shall mean an audit conducted by the Empaneled Auditor to validate the monthly Subscriber Reports submitted by the DPO to STAR as per the Audit Manual;

The Stamp Duty of Total Rs. 1,00,000/- has been duly paid for this Agreement vide stamp paper No. (CH-04089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

1.106 "**STAR's Website**" shall mean www.disneystar.com;

1.107 "**Standard Definition Channels**" or "**SD Channels**" shall mean Linear transmission of television channel in any resolution that is 576 lines of vertical resolution or less (but at least 480 vertical lines of resolution) and equal to or less than 720 lines of horizontal resolution. Linear transmission shall mean the transmission and re-transmission of the Channel(s) in a linear feed wherein apart from STAR, no other person, including the DPO, sub-operators and Subscribers shall be able to control the flow of content of such Channel;

1.108 "**Subscription Fee"** shall mean the subscription fee as defined in Clause 5 of the SLA;

1.109 "**Tariff Order**" shall mean the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017, as amended from time to time;

1.110 "**TDSAT**" shall mean the Telecom Disputes Settlement and Appellate Tribunal, New Delhi;

1.111 **"Technical Audit"** shall mean an audit conducted by the Empaneled Auditor to ensure ongoing compliance with the requirements of Interconnection Regulations (as amended), Annexure B and Content Protection Systems during which the DPO shall provide full and complete information for conducting Technical Audit, by furnishing details as provided in the Audit Manual and such other details as required by STAR from time to time;

1.112 "**Television Channel**" shall mean a Linear Broadcast channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time;

1.113 **"Territory"** shall mean the areas in India where the DPO shall retransmit/rebroadcast the Subscribed Channels as detailed in **Annexure E** and as may be amended from time to time in accordance with Clause 4 of the SLA;

1.114 **"Viewing Card"** shall mean the viewing card as set out in **Annexure G** of the SLA, owned, operated and supplied by STAR and which is to be paired and used in conjunction with the IRD for the DPO to access and decode each Subscribed Channel(s);

1.115 **"Video on Demand"** or **"VOD"** shall mean a programming system for transmission and retransmission of a single motion picture or programme (or series of related programs) delivered by means of a telecommunications or other technical system from a digital storage devise or presented in any form that permits Exhibition of such motion picture or programs in a non-linear form at the discretion of the viewer.

2. Term

Unless terminated earlier in accordance with the terms of this SLA, the **"Term"** shall commence from the Effective Date and shall be valid for a period of one (1) year thereafter (unless extended). The Term shall include amendments / extension/s if any, issued by STAR.

3. Subscribed Channels

3.1 The DPO agrees to subscribe to the signals of Channel(s) on A-la-carte and/or Bouquet(s) basis by specifically opting for the same in **Annexure D**.

3.2 The DPO shall mandatorily offer the Subscribed Channels on its Distribution System to its Subscribers in an uninterrupted form on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month to Star.

3.3 The DPO availing the Subscribed Bouquet shall not break such Bouquet of Pay Channels while offering the same to its Subscribers.

3.4 In the event the DPO intends to subscribe for any additional Channels on A-la-carte and/or Bouquet(s) basis during the Term of this SLA, the DPO may do so by executing the Form for Amendment of Subscribed Channels and Subscribed Bouquets.

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4 Territory

4.1 The DPO agrees to offer the Subscribed Channels in the Territory as set out in **Annexure E**.

4.2 The DPO shall not extend its operations beyond the Territory or connect any Affiliates or LCOs or MSOs, as applicable, beyond the Territory without any prior written intimation to STAR in the manner set out herein below.

4.3 In the event, the DPO desires to extend its operation by adding a New Territory, the DPO shall at least thirty (30) days prior submit the Form for Amendment of Territory of DPO.

4.4 Subject to STAR's execution of the Form for Amendment of Territory of DPO as set out in Clause 4.3 within thirty (30) days from the receipt thereof, the New Territory shall be deemed to be a part of Annexure E hereto and the DPO shall be permitted to extend its operations to New Territory, as per applicable Law. On execution, the Form for Amendment of Territory of DPO shall be deemed to be an integral part of this SLA.

4.5 In the event STAR does not execute the Form for Amendment of Territory of DPO and objects to the extension of operations of the DPO to the proposed New Territory within thirty (30) days of receipt of the Form for Amendment of Territory of DPO, the DPO shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory. If the DPO re-transmits the signals of the Subscribed Channels in the proposed New Territory despite receiving objection from STAR, the same shall amount to material breach of this SLA; including but not limited to infringement of STAR's rights under the Copyright Act.

4.6 It is therefore, mutually agreed between the Parties that in addition to and without any limitation to the various rights and remedies available to STAR under applicable Law for the material breach of the terms set out herein above, the DPO shall be liable to pay STAR fair pre-estimated damages as set out in Clause 9 of this SLA.

5 Subscription Fee

5.1 In consideration of the Rights Granted under this SLA, the DPO shall pay STAR, for each month of the Term, the Monthly Subscription Fee calculated in the manner set out below on or before the Due Date.

5.2 **Calculation of the Monthly Subscription Fee**

5.2.1 **<u>Subscribed A-la-carte Channels</u>:**

If the DPO is offering the Subscribed A-la-carte Channels on A-la-carte basis, the Monthly Subscription Fee payable by the DPO for a particular month of the Term shall be the DPO List Price multiplied by the Monthly Average Subscriber Level.

For illustration kindly refer to Illustration A and Illustration B in Annexure D of the SLA.

5.2.2 **<u>Subscribed Bouquet</u>:**

For each of the Subscribed Bouquets, the DPO shall pay STAR the Monthly Subscription Fee equivalent to the DPO List Price of the Subscribed Bouquet multiplied by the Monthly Average Subscriber Level.

For illustration kindly refer to Illustration C in Annexure D of the SLA.

5.2.3 In case the DPO breaks a Subscribed Bouquet at any time during the Term, then from the date of breaking such Subscribed Bouquet, the Channels comprised in such Subscribed Bouquet shall be deemed as Subscribed Channels availed by the DPO on A-la-carte basis and the DPO shall be liable to pay STAR Monthly Subscription Fee calculated in the manner set out in clause 5.2.1 above.

5.2.4 For avoidance of doubt, it is clarified that STAR reserves its rights, subject to applicable Law, to revise the MRP mentioned in **Annexure D**. Upon such revision, the DPO agrees and unconditionally undertakes to pay the Subscription Fee as per applicable Law. Such increase in Subscription Fee will be supported with a valid debit note to be raised by STAR in accordance with the GST Laws.

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6 Incentives

6.1 STAR represents that it offers various Incentives as per the Interconnection Regulations which are detailed in **Annexure F** hereto.

6.2 It is further clarified that the Incentives are optional and the DPO may avail of the same at its discretion by mentioning "Yes/No" against such Incentive(s) as detailed in **Annexure F** of the SLA.

7 Promotional Offer

STAR reserves its rights to launch Promotional Offer as per applicable Law.

8 Rights Granted

8.1 Subject to full compliance with the terms of this SLA by DPO, STAR grants the DPO, the non-transferable, limited and non-exclusive right, and the DPO accepts the obligation, to Distribute the signals of the Subscribed Channels, in SD and HD, on a Linear Broadcast basis, to the Subscribers during the Term and in the Territory, solely *via* the Distribution System owned or operated by the DPO, to be viewed on a television via STB.

8.2 **Excluded Rights:** Save and except for the Rights Granted in Clause 8.1, all other rights and means of Exhibition not specifically and expressly granted to the DPO hereunder are excluded and reserved by STAR including, without limitation-

8.2.1 all rights under the Copyright Act in relation to Subscribed Channels and the Subscribed Channel's content;

8.2.2 exhibition of the Subscribed Channels and the Subscribed Channel's content via Internet, Internet Service and Mobile;

8.2.3 exhibition of the Subscribed Channels or Subscribed Channel's content through linear non-addressable platforms (analog);

8.2.4 non-linear Exhibition of Subscribed Channels or Subscribed Channel's content through the Distribution System including but not limited to PPV, NVOD, SVOD, VOD etc.;

8.2.5 exhibition of Subscribed Channels or Subscribed Channel's content on any viewing device, screen and/or audio-visual monitor other than television, which enables reception and display on tablets, computers, Mobile screens etc.;

8.2.6 any kind of recording, downloading, storing and/or streaming of Subscribed Channels and/or Subscribed Channel's content;

8.2.7 any kind of services, including but not limited to-

i. Multiplexing,

ii. DVR/PVR Service, Sideloading and NDVR/Cloud Rights which enables streaming of recorded/downloaded or live content to various devices,

iii. Catch Up Rights,

iv. universal serial bus (USB) which is paired to a viewing device or through any other devices susceptible to use for duplication of video and audio.

8.2.8 any Exhibition to Subscribers via Set Top Boxes that are powered with Interactive TV Service and Functions including capabilities of recording and being connected to Internet (wired or wireless) or any publicly accessible delivery method as may exist now or in the future;

8.2.9 any other means of Exhibition whether now known or that may be known in future, beyond the scope of Rights Granted hereunder; and

8.2.10 any form of Exhibition to persons/entities who are not Subscribers.

9 Subscriber Reports

9.1 The DPO agrees to submit the complete and accurate Subscriber Reports on or before the date of Report Deadline in the format specified in **Annexure A** of the SLA. The Subscriber Reports under this SLA shall be generated only through SMS and CAS and the same should be in both Microsoft Excel Sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited. The DPO agrees to submit the Subscriber Reports through the DPO Connect Portal on or before the date of Report Deadline.

9.2 The Subscriber Reports shall specify all information required to calculate the Monthly Average Subscriber Level and the Monthly Subscription Fee payable by the DPO to STAR, including but not limited to-

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a) Territory wise, number of Subscribers for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s);
b) complete and accurate Subscriber Reports for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s) recorded on the 7th,14th, 21st and 28th of the month, as provided in **Annexure A**; and
c) The number of Subscribers for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s) shall be recorded at any point between 19.00 Hours to 23.00 Hours of the day;

9.3 All the Subscriber Reports shall be signed and attested by an authorized signatory of the DPO who shall certify that all information in the Subscriber Reports is true and correct.

9.4 The Parties agree that timely submission of the Subscriber Reports shall be a material obligation of the DPO and time is of the essence of this SLA. The DPO recognizes that delay of every single day in submission of Subscriber Reports shall amount to material breach of the SLA and would cause material and substantial loss to STAR. It is therefore, mutually agreed between the parties that in addition to and without any limitation to the various rights and remedies available to STAR under applicable Law, the DPO shall be liable to pay STAR fair pre-estimated damages equal to Subscription Fee payable by the DPO to STAR for each day of default calculated on a pro-rata basis and any other damages as may be determined by STAR to compensate STAR. Provided that nothing stated in this Clause 9.4. amounts to waiver by STAR of its right to deactivate the signals of Channel(s) as per applicable Law.

9.5 The Parties agree that any modifications made to the Subscriber Reports once submitted, shall not be permissible unless otherwise expressly agreed to in writing by STAR.

10 Payment Terms

A. Monthly Subscription Fee to STAR from DPO

10.1 The Monthly Subscription Fee shall be paid by the DPO by the Due Date, as per the invoice(s)/provisional invoice generated by STAR, basis the Subscriber Reports provided by the DPO to STAR in accordance with Clause 9 hereinabove. Such payments shall be made by DPO without any deduction except for the deduction of withholding tax/TDS as provided in the SLA.

10.2 In case the DPO fails to send the Report within the Report Deadline, STAR shall have the right to raise a provisional invoice and the DPO shall be under an obligation to pay the Monthly Subscription Fee on the basis of such provisional invoice in accordance with the terms of this SLA. However, the provisional invoice shall be for an amount, not more than 110% of the Monthly Subscription Fee payable by the DPO for the immediately preceding month. On receipt of the Report from the DPO, the Parties would conduct reconciliation between the provisional invoice raised by STAR and the Report sent by the DPO, which reconciliation shall be completed within a period no later than three (3) months from the date of issuance of the provisional invoice. In the event the DPO does not reconcile within three (3) months from the date of issuance of such provisional invoice, then STAR shall, at its sole discretion, be entitled to treat the said provisional invoice as final and binding. In the event of any agreed increase or decrease in Monthly Subscription Fee, it shall be supported with an appropriate debit/credit note (as applicable) in accordance with GST Laws.

10.3 Time is of the essence of this SLA and the DPO shall be required to make all payments due to STAR, by the Due Date in accordance with the terms hereof. Any failure to do so on the part of the DPO shall constitute a material breach hereunder. All late payments shall also attract Default Interest Rate calculated from the date the payment was due until the date of payment. The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Monthly Subscription Fee by the Due Date, and STAR shall retain all its other rights and remedies under the SLA. DPO in addition to such interest shall also be liable to pay the applicable GST on the same. STAR shall issue a debit note in accordance with GST Laws in respect of such amount.

10.4 Provided that issuance of provisional invoice and/or imposition and collection of interest on late payments does not amount to waiver by STAR of its right to deactivate the signals of Channels as per applicable Law.

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

10.5 All payments due to STAR under this SLA shall be made in India in Indian Rupees. All payments due to STAR under this SLA are exclusive of all applicable indirect taxes including all and any tax, GST, custom duties, charges, levies excise duties, entertainment taxes and other such taxes. All such taxes shall be at DPO's cost and will be charged at the prevailing rates by STAR to the DPO.

10.6 If any payment contemplated under this SLA is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time, the DPO shall (i) deposit the TDS; (ii) issue the TDS certificate; and (iii) file TDS return, with respect to this SLA, so that the credit of TDS is correctly reflected in 26AS of STAR within the prescribed time limits as per the applicable Laws. Failure to provide such tax withholding certificates within the time stipulated under the aforementioned Tax Acts / Rules / Notifications / Circulars, will be deemed equivalent to non-payment of subscription dues. As and when required, DPO shall provide details as to which invoices of STAR are included in such Quarterly TDS Return and also particulars of any provisions considered in such Quarterly TDS Return, so as to enable STAR correctly claim its TDS credit for that year. In case STAR is denied, by the tax authorities, TDS credit (pertaining to payments / credits under this SLA) due to any reason attributable to DPO and the same remains unrectified within the time allowed under applicable laws, DPO agrees to reimburse STAR of any such loss, claim or liability arising to STAR, within 30 (thirty) days of STAR intimating the DPO in writing along with the proof of claims made by Income-tax authorities, of such denial of TDS credit. If a lower / nil tax withholding certificate is furnished by STAR to the DPO, the DPO shall be obliged to deduct TDS at such lower / nil rate as prescribed in the certificate.

10.7 All payments from the DPO to STAR under this SLA shall be paid either by (i) demand draft in favour of 'STAR India Private Limited', payable at its head office or any other place that may be specified by STAR in writing from time to time; or (ii) electronic wire transfer into the STAR's designated bank account, accompanied by documentary evidence certified by the DPO's bank that the payment has been transferred to the STAR's bank account: or (iii) Bill desk platform; or (iv) any other mode as intimated by STAR.

10.8 For all payments, including on-account payments made by the DPO to STAR, the DPO shall intimate address for the purpose of invoicing ("**Invoice Address**") and their Goods & Services Taxpayer Identification Number ("**GSTIN**") and details of invoices against which such payments are being made to STAR. The DPO may provide more than one Invoice Address along with the relevant GSTIN in the format provided in Annexure I herein.

10.9 At the time of advance payment, if any, the DPO shall give their GSTIN details for which the payment is made and payment allocation details to be provided on receipt of the invoice(s) raised by STAR.

10.10 It is further agreed that post allocation against the invoices and GSTIN (of DPO) by STAR on advice of the DPO for on-account payments and/or advances received, no subsequent changes to the allocation against invoices and GSTIN of the DPO can be made by STAR.

10.11 If any payment or advance payment is made by the DPO under this SLA, the DPO shall inform STAR of its GSTIN number and/or the invoices on account of which the payment is done. If the DPO fails to inform STAR of such GSTIN and/or the details of such invoices, then STAR shall be entitled to allocate such payment in full or in part to such DPO's GSTIN(s) and/or invoices as STAR may deem fit and the same shall be binding on the DPO. The Parties agree that the GSTIN(s) allocated for the payment in accordance with this clause shall be final and shall not be changed under any circumstances post allocation and/or raising of invoice. For any payment or advance payment made by the DPO to STAR, the DPO undertakes and agrees to provide all the requisite documents as may be required by STAR under the GST Laws.

10.12 Within seven (7) days of receipt of invoice (other than provisional invoices) by the DPO under this SLA, the DPO shall notify in writing to STAR the discrepancies (if any) in the said invoice, (if any). In the event the DPO fails to notify any discrepancies in the said invoice within the stipulated time, then such invoice shall be deemed to have been duly accepted by the DPO and the DPO shall be precluded from raising any dispute with regard to such invoice and shall not be entitled to seek any changes in such invoice unless agreed otherwise by STAR, after the lapse of stipulated period.

10.13 In the event STAR is entitled for any exemption or lower rate of tax than the one determined by the DPO, then STAR shall provide such lower tax rate certificate issued by the Revenue Authorities along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws.

10.14 In the event the DPO is entitled for any exemption or lower rate of tax than the one determined by STAR, then the DPO shall provide such lower tax rate certificate issued by the Revenue Authorities prior to raising of invoice by STAR along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws. In case any claims arise on STAR due to such exemption or lower rate of taxation availed by the DPO in respect of payment made under this SLA, then the DPO shall be liable to indemnify STAR for such claims, losses or penalties.

10.15 The Parties shall provide all the details as may be required with respect to GST to this SLA. If due to failure on the part of the DPO to provide any details of allocation of payment, if STAR incurs any loss or if any penalty is levied on STAR, then the DPO shall be liable to indemnify STAR for all such loss and/or penalty.

10.16 The harmonized system of nomenclature ("**HSN**") code of goods/services supplied under this SLA shall be mentioned by STAR on requisite documents.

10.17 If the amount of GST recovered from STAR under this SLA differs, for any reason, from the amount of GST paid or payable by STAR to the Revenue Authorities, including by reason of:

a) an amendment in the GST Laws and/or rules thereunder;
b) issue of or an alternation in ruling or advice of the Revenue Authorities;
c) a refund of GST to the DPO in respect of any supply made under this SLA; and
d) a decision of any tribunal or court;

then the difference in amounts shall be borne by the DPO.

10.18 The DPO agrees that STAR shall not be liable for any allowance or disallowance of input tax credit by the Revenue Authorities to the DPO basis the payment made under this SLA.

10.19 In case where STAR uploads the GST details of the DPO (as provided by the DPO), and the same is disputed/or is litigated with STAR by the Tax authorities, in such a case DPO undertakes and agrees to indemnify STAR for any tax liability and other related interest, penalties etc. payable by STAR to Tax authorities. Any cost of litigation would be borne by the DPO.

10.20 In case of any incorrect / incomplete / non-compliance on behalf of the DPO and because of which a demand is made on STAR by the tax authorities, the DPO shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the STAR. Any cost of litigation would be borne by the DPO.

10.21 In case the input tax credit to the DPO is not allowed to the DPO due to his non-provision of the correct details to STAR, STAR shall not be responsible for such non-allowance to DPO.

10.22 If any proceedings are initiated under the GST Laws, the Parties agree that it shall reasonably co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings.

10.23 The DPO agrees in the event if there is any change in the Subscription Fee paid / payable under this SLA on account of change in GSTINs or by way of tax deduction or any other reason, then the DPO shall be liable to pay such differential amount to STAR.

10.24 The Parties agree that non-registration by the DPO under the GST Laws or suspension or cancellation of such registration does not preclude STAR from charging the applicable GST under this SLA and the DPO shall be liable to pay such GST, regardless of its GST registration. The DPO undertakes and agrees the DPO is responsible for timely submission of GSTINs and other details as required and non-submission of GSTINs will be construed as non-registered under GST laws and the DPO shall have no claim against STAR for non-provisioning of GSTINs or late submission of GSTINs.

10.25 Credit Note: Consideration, with GST element, may be reduced by way of credit note only in the case of mutually agreed decrease in the value of services provided by STAR and if the services are found to be deficiently provided. The benefit of the GST element on the credit note shall be given to the DPO if and when the credit of GST (on such credit note) is adjusted by the DPO in his GST return and proof/undertaking of which is provided to STAR. Further, such benefit shall be given to the DPO only if the credit note is issued by STAR before end of the September next to the financial year in which invoice is raised.

10.26 The Parties hereby further agree to execute appropriate addendum/amendments to the terms of this SLA in order to incorporate the provisions of Goods & Service Tax Act/Rules/Laws (GST Laws) (if required) in order to comply with the provisions of GST Laws.

10.27 The Parties agree that the applicable stamp duty (if any) shall be borne by the DPO.

10.28 The DPO acknowledges and agrees that the execution of this SLA and provision of signals under this SLA shall not amount to a waiver by STAR of its right to claim outstanding subscription fees due and payable by the DPO and/or its subsidiary, Joint Ventures, Affiliates to STAR under the erstwhile agreement/s and DPO shall be liable to pay the entire outstanding subscription fees including for its subsidiary, Joint Ventures, Affiliates. In the event, the DPO fails to honour the payment obligations as per the terms of the erstwhile agreement/s and/or as per the payment schedule agreed between the Parties as the case may be, STAR shall be entitled to discontinue the signals of Channels to DPO as per applicable Laws.

10.29 The DPO further acknowledges that the DPO shall be responsible and liable to pay outstanding subscription fees due and payable by the DPO to STAR for its multiple head ends and / or its subsidiary, Joint Ventures, Affiliates irrespective of whether there are separate agreements executed between the parties or otherwise.

B. Monthly Eligible Incentive Value to DPO from STAR

I. The Monthly Eligible Incentive Value (as defined in Annexure F) shall be paid by STAR to the DPO within fifteen (15) days from the date of receipt of valid invoice from the DPO as set out in Annexure F, subject to DPO making payment of the Monthly Subscription Fee to STAR as set out in Clause 10A above for the relevant month.

II. In the event the DPO defaults in providing the Qualifying Reports so as to enable STAR to ascertain the Eligible Incentive Value, the DPO shall not be entitled to the Incentives until the DPO provides the same and in any event not later than three (3) months from the Qualifying Report Deadline. Further, if the DPO does not raise the invoice for Incentive in accordance with Annexure F within a period of three (3) months from the date of intimation of Eligible Incentive Value, it shall construe that the DPO has willfully waived the right to avail such Incentive for that particular month. In such event, STAR shall be neither responsible nor liable to pay the said Incentive for that particular month to the DPO.

III. It is clarified that Incentive payment from STAR to DPO shall be subject to deduction of withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time. STAR shall provide tax withholding certificates to DPO within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.

IV. For avoidance of doubt, it is hereby clarified that nothing contained in this Clause 10B shall have any bearing on the DPO's obligation to pay the Monthly Subscription Fees to STAR as stated in Clause 10A of the SLA and the DPO shall be required to pay the Monthly Subscription Fees as stated therein. It is hereby clarified that the obligation to make payment towards the incentive is subject to DPO qualifying for the same and upon receipt of outstanding (if any) and/or Monthly Subscription Fee. It is hereby clarified that there cannot be any unilateral set off or deduction of Incentive Amount from the payable Monthly Subscription Fee by the DPO.

11 Electronic Programme Guide (EPG)

11.1 It shall be mandatory for the DPO to place Subscribed Channels in the Electronic Programme Guide, in such a way that all the Subscribed Channels of the same language within the same genre are placed together consecutively, and one channel shall appear at one place only.

11.2 The DPO shall indicate –

11.2.1 "Free" in the Electronic Programme Guide against each Free-To-Air Channel available on its Platform;

11.2.2 the respective maximum retail price in the EPG against each Subscribed Channel, which is a Pay Channel, with the Indian rupee sign "₹" for illustration purpose, ₹2, ₹5.5 etc. (including the MRP as per Promotional Offer, if any).

11.3 The DPO shall assign a unique channel number or logical channel number ("**LCN**") for each Subscribed Channel available on the Distribution System.

11.4 The LCN once assigned to a particular Subscribed Channel shall not be altered by the DPO during the Term.

Provided that this clause shall not apply in case the Subscribed Channel becomes unavailable on the Distribution System. Provided further that if STAR changes the genre of a Subscribed Channel then the LCN assigned to that particular Subscribed Channel shall be changed to place such Subscribed Channel together with the channels of the new genre in the EPG.

11.5 During the Term, the DPO shall ensure that the EPG always contains information pertaining to all the details of the programs including its schedule being shown on all Subscribed Channels in a manner approved by STAR without any cost or fee to STAR.

12 New, Discontinuation, Removal and Replacement of Channels

STAR shall have the right to introduce any New Channel and/or replace and/or remove/withdraw any of the Channels as per applicable Law. Once a Channel becomes a removed Channel, the same shall cease to be made available by STAR on A-la-carte basis and/or as part of Bouquet.

In case of any Channel being discontinued by the broadcaster, effective MRP of the Subscribed Bouquet consisting of such channel(s), would get adjusted by a factor of A-la-carte price of such discontinued channel(s) to the sum of A-la-carte prices of all channels forming part of that Subscribed Bouquet.

For Illustration kindly refer to Illustration D in Annexure D of the SLA.

13 Audit

13.1 The DPO shall on or before the end of every calendar year during the Term, cause Audit of its Addressable Systems, CAS, SMS and other related systems [including DPOs affiliates, subsidiaries, joint ventures, local operators (as applicable)] by an Empaneled Auditor, to verify the (a) DPO's compliance of its obligations, declarations, representations and warranties under this SLA; (b) accuracy and validity of the monthly Subscriber Reports submitted by DPO to STAR. The Audit caused by the DPO under Clause 13 shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years. The DPO shall give 30 days' prior written notice to STAR at *star.audit@disney.com* or any other email address as may be informed by STAR before causing the Audit of its Addressable Systems in accordance with Clause 13. The DPO shall share the Audit Report generated by an Empaneled Auditor to this effect with STAR at *star.audit@disney.com* or any other email address as may be informed by STAR within twenty four (24) hours from the receipt of such Audit Report.

13.2 In the event the DPO intends to cause any change in the configuration or in the version of the Addressable System of the DPO after issuance of the Audit Report by the Empaneled Auditor, the DPO shall notify STAR within seven (7) days of such change. DPO further agrees that on such intimation, the provisions of the Clause 13 shall also extend to the new Addressable Systems**.**

13.3 In the event that STAR is not satisfied with the Audit Report received from the DPO or, if it is of the opinion that the Addressable Systems being used by the DPO and/or proposed to be used by DPO do not meet the requirements specified in the Audit Manual**,** STAR shall, after communicating the reasons in writing to the DPO, be entitled to conduct Audit as per the Audit Manual.

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13.4 In the event the DPO (i) fails to provide the Audit Report on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements and / or (ii) fails to permit STAR to conduct audit of its Addressable Systems on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements, STAR shall be entitled to withhold the applicable Incentive and/or revoke the Incentive, if already availed by the DPO forthwith, as applicable.

13.5 In the event an Audit Report, subsequent to STAR's Audit, reveals that the Addressable Systems are not in conformity with requirements specified in the Audit Manual, due to which, an additional amount is payable to STAR by DPO, the DPO shall, within ten (10) days from the date of such Audit Report of STAR, pay STAR the additional amount, along with Default Interest Rate. STAR shall issue a debit note in accordance with GST Laws in respect of such additional amount. If the additional amount payable by DPO to STAR under this clause including Default Interest Rate, exceeds the amount reported by the DPO for such period of Audit by two (2) percent or more, the DPO shall bear all the expenses related to the Audit. Further the DPO shall immediately take all necessary actions to rectify the errors so as to ensure that the next Report submitted for subsequent period are true and accurate.

13.6 Notwithstanding the aforesaid, if STAR intends/proposes to conduct the Audit of the Addressable Systems of the DPO, the DPO shall extend full and timely co-operation to STAR.

13.7 The DPO shall offer necessary assistance and cooperation to Empaneled Auditors including making available all the unedited data of its Addressable System for the entire period for which the Audit Report has not been submitted by the DPO to STAR so that a meaningful Audit can be conducted and completed in a time bound manner.

13.8 In the event a breach of the SLA has been discovered during the course of such Audit, Empaneled Auditors shall have the right to take printouts, photocopies and computer copies of the subscriber records, or any portion thereof, reasonably required to provide evidence of such breach, and take them off the premises of the DPO and the DPO agrees to extend reasonable co-operation in this regard.

13.9 In addition to the various rights and remedies as may be available under law, any breach by or on the part of the DPO with regards to the above covenants shall be construed as material breach of this SLA causing substantial loss to STAR. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable Law as set out above, the DPO shall be liable to pay STAR, fair pre-estimated damages equal to Subscription Fee payable to be the DPO to STAR for each day of default calculated on a pro-rata basis and any other damages as may be determined by STAR on the basis of Audit Report generated during the Audit for which the DPO has been in default, to compensate STAR.

13.10 It is hereby agreed between the Parties that if the DPO uses Digital Rights Management ("**DRM**") in place of CAS, then all the provisions applicable to CAS as set out in the SLA and applicable Laws shall apply to DRM.

14 Alteration of Service

14.1 DPO agrees to Distribute the Subscribed Channels in the Territory during the entire Term on an "as-is" basis and in their entirety and continuously on a 24X7X365 days basis without any break and without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-through or crawls, deletions or additions and further agrees to make the Subscribed Channels available to its Subscribers.

14.2 The DPO agrees and undertakes not to:

14.2.1 cut, edit, insert, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Subscribed Channel(s) except as may be required by any applicable Laws;

14.2.2 use any interactive technology or other interferences (such as red button) or redirect traffic from the Subscribed Channels in any manner, whether for content or for promotion;

14.2.3 cause Exhibition of any Subscribed Channel(s) and/or the Subscribed Channel's content other than in the manner of Rights Granted, or otherwise cause the Exhibition of any stills, extracts or data from Subscribed Channel(s) and/or the Subscribed Channel via Excluded Rights;

14.2.4 reformat any Subscribed Channel(s) so that it appears on less than the full screen of a television or add or super-impose any data, scrolls, crawlers, buttons or other items to any Channel(s);

14.2.5 convert, down-convert, up-convert any of the Subscribed Channels for Distribution;

14.2.6 superimpose or otherwise add any own or third-party advertising, promotions, programmes, data, content; or alter any of Intellectual Property;

14.2.7 run, display, add, superimpose anything on the DPO's EPG, including notices of disconnection or discontinuation or non-availability of television channels, multimedia graphics in such which shall materially interfere in the viewing experience of viewer.

14.2.8 distribute the Subscribed Channels in any other language other than the language in which such Subscribed Channel is provided to the DPO by STAR

14.2.9 have any embedded functionality in Distribution System of the DPO that enables the DPO to show programmes at a time different than that of its original Linear Broadcast by STAR.

14.3 DPO shall not store or cause to be stored in any manner whatsoever any Subscribed Channel and /or Subscribed Channel's content in its servers or facilities.

14.4 The DPO shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that: (a) each Subscribed Channel is received only by Subscribers; and (b) restrict the Distribution of Subscribed Channels within the Territory without any spill overs.

15 Delivery and Security

15.1 All Subscribed Channels must be delivered by the DPO to Subscribers in a securely encrypted manner as per applicable Law and without any alteration.

15.2 The transmission specifications and infrastructure allocated by DPO in respect of the broadcast signal of Subscribed Channels by the DPO to its Subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its Distribution System.

15.3 The DPO shall, at its own cost and expense, cause the Subscribed Channels to be received only from the satellite(s) designated by STAR from time to time and shall ensure distribution throughout its Distribution Systems on separate, dedicated channel(s) for reception by all its Subscribers.

15.4 The DPO shall not change the CAMs and / or VCs from one Equipment to another or from one slot of the CAM in the Equipment to the next slot in the same Equipment. Such change would amount to breach unless authorized by STAR.

15.5 The Parties acknowledge and agree that in the event DPO intends to make any changes to the Addressable System's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the DPO shall intimate the same to STAR. The DPO shall implement such changes only after prior written approval from STAR.

15.6 STAR may upon execution of this SLA, at the request of the DPO supply or cause to be supplied necessary Equipment to the DPO. If STAR provides the Equipment, the DPO shall pay an interest free refundable security deposit to STAR for such Equipment as may be informed by STAR from time to time. The DPO shall bear any and all costs of transportation of such Equipment to DPO premises.

15.7 The DPO shall locate the Equipment at a location approved by STAR in writing. In case the DPO requires replacement of any defective Equipment, the DPO shall pay a non-refundable service charge per Equipment for one-time replacement as may be informed by STAR to the DPO. The Equipment shall be used by the DPO exclusively for Distribution of the Subscribed Channels for which it is issued and shall at all times remain the sole and exclusive property of STAR and the DPO shall forthwith return or destroy the Equipment to STAR upon expiry or termination of the SLA as per the provisions and procedure laid down in this SLA. The DPO shall not request for any passwords or claim ownership of any hardware and /or software being part of the

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Equipment. The DPO shall not, under any circumstances, uninstall, change or attempt to change parameters, reverse engineer, remove any of its hardware or software components, decompile or disassemble the Equipment or reproduce or allow the reproduction of any of them or the technology included in them or sell or exchange or transfer the Equipment in any manner whatsoever. The DPO shall not connect or attempt to connect the Equipment or any part of the Equipment to any other systems except the Distribution System authorized under this SLA. The DPO shall procure applicable insurance for the Equipment immediately upon receipt of Equipment from STAR. The insurance will be valid for the entire duration of the SLA.

15.8 STAR shall not be liable for any defect in the Equipment(s), which is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the DPO or any other person. In the event the Equipment(s) is lost, stolen or damaged, the DPO shall immediately inform STAR. In the event the DPO desires new Equipment(s) for any Subscribed Channel forming part of the Channels, the same may be issued at the discretion of STAR on payment of such refundable security deposit as may be specified by STAR from time to time. In the event any of the Equipment(s) is not in use by the DPO, the same should be returned to the concerned office of STAR immediately.

15.9 In order to take back possession of the Equipment from the DPO or for any technical services related to the Equipment which Star may determine, the DPO shall ensure that the personnel/representative of STAR are allowed free and unobstructed access to the location where the Equipment is installed and take possession of the same or undertake provision of technical service for the same. The DPO shall not interfere with such procedure. Further the DPO agrees to provide necessary cooperation including continuous remote access via VPN to the Equipment for purposes of servicing, upgradation or monitoring and other services or timelines, as and when required by STAR.

15.10 The DPO shall install decoding equipment and all other equipment necessary to receive and distribute the Subscribed Channels at its own cost and expense. The DPO acknowledges and agrees that STBs, and their installed Content Protection Systems, used by Subscribers of the Distribution System shall prohibit the use of digital outputs. The DPO further agrees to make no use, nor authorize or permit others to make use, of the Subscribed Channels or the programming on the Subscribed Channels other than as expressly set forth in this SLA. STAR shall have the right in its sole discretion to either suspend the transmission of any or all of the Subscribed Channels by the DPO, or terminate this SLA in accordance with the Law, if the DPO distributes any or all of the Subscribed Channels in a manner not authorized or for a purpose not specifically provided for by this SLA.

15.11 The DPO shall use its best efforts to maintain for the Subscribed Channels, the quality standard afforded to other channels of the same genre in a non-discriminatory manner. The DPO shall use reasonable efforts to maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

16 Anti-Piracy and Content Protection Systems

16.1 In order to prevent theft, Piracy, unauthorized Exhibition, copying or duplication of any Subscribed Channel, in whole or in part, the DPO shall, prior to the commencement of the Term of the SLA and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery, security systems and Content Protection Systems, as may be specified from time to time, by STAR.

16.2 The DPO shall adhere to the Anti-Piracy Obligations and Content Protection Systems set out in **Annexure B** of the SLA**.**

16.3 DPO shall deploy finger printing mechanisms to detect any Piracy through its Distribution System at least every ten (10) minutes on 24 x 7 x 365 basis. On detection of any Piracy of Subscribed Channels, the DPO shall, within one (1) hour of detection of Piracy, report the same to STAR.

16.4 DPO shall not authorize, cause or suffer any portion of any of the Subscribed Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for Distribution by DPO at the time the Subscribed Channels are made available. If DPO becomes aware that any unauthorized third party is

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recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, DPO shall within ten (10) minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, notify STAR and the DPO shall also switch off the concerned STB to prevent such unauthorized use.

16.5 If so instructed by the Information by STAR, the DPO shall shut off or de-authorize the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time it receives such instruction from STAR.

16.6 Security Breach(es) - DPO shall notify STAR within ten (10) minutes and investigate the matter as soon as reasonably practicable but in no event later than 24 hours after DPO becomes aware of any security breach [e.g. circumvention, breach or failure of its security systems, CAS or copy control systems, the DRM, the usage rules, or DPO's servers affecting the Channels (a "**Security Breach**")]. STAR shall have the right to require DPO to suspend the exhibition of the Channels via the Distribution System until the Security Breach is remedied. STAR's exercise of its right to require DPO to suspend the exhibition of the Channels and hereunder shall in no event lengthen the Term under this SLA.

16.7 In instances where the DPO is the only Party that is allowed to initiate and pursue legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the DPO agrees to initiate such legal action and STAR will provide all necessary assistance. STAR plans to actively combat Piracy of the Subscribed Channels in the Territory and the DPO agrees to work closely with STAR and comply with its directions in relation such efforts.

16.8 The DPO agrees and undertakes not to indulge in any Piracy of Channels and shall not indulge in any activity, including but not limited to causing spill-over of the Channels beyond the Territory, which has the effect of, or which may result into, infringement and violation of rights of STAR under the Trademarks Act, 1999 and Copyright Act.

16.9 Any breach of the covenants set forth in Clause 16 shall be construed as material breach of this SLA and the DPO recognizes that such breach shall cause material and substantial loss to STAR. It is therefore mutually agreed between the parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable Law, the DPO shall be liable to pay STAR, fair pre-estimated damages equal to Subscription Fee payable by the DPO to STAR for each day of default calculated on a pro-rata basis to compensate STAR.

16.10 Provided that nothing stated in clause amounts to any waiver by STAR of its right to deactivate the signals of Channels as per applicable Law.

17 Intellectual Property

17.1 The DPO acknowledges that any and all right, title and interest in and to the Channel Marks, including names of and titles of the Subscribed Channel's content and any other names, logos, get-up and marks associated with the Channels, vest exclusively in STAR.

17.2 Unless notified to the contrary by STAR, in all trade references, advertising, promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by STAR and/or its licensors, as the case maybe shall have the sole right to re-brand or rename any Subscribed Channel during the Term of this SLA.

17.3 The DPO shall not claim adversely to or challenge the rights of STAR, any agent of STAR or STAR's program and Channels with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the DPO, the DPO agrees that such rights are the exclusive property of STAR of such names and marks and agrees to renounce such rights.

17.4 The DPO shall not use any material containing any of the Intellectual Property without the prior written consent of STAR. The DPO shall not use any Intellectual Property as part of a corporate name or of a trade name, register or attempt to register or use, directly or indirectly and whether within or outside the Territory, any of the Channel

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Marks (or any other marks or logos which are, in the opinion of STAR, confusingly similar to or incorporate any of the Channel Marks) either alone or in combination with any other mark, device or other thing. STAR reserves the right to inspect any such material at any time without prior notice.

17.5 The DPO shall include appropriate copyright and other legal notices as STAR may require. The DPO shall within seven (7) days after termination of this SLA return to STAR or, at STAR's request, immediately destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of STAR are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to STAR all interest in and to any graphic representation created by or for the DPO of any Intellectual Property.

18 Termination, Suspension

18.1 This SLA shall stand terminated due to the efflux of time at the end of the Term.

18.2 STAR shall have the right to terminate this SLA and/or suspend the signals of Subscribed Channels by giving written notice in accordance with applicable Law if:

- 18.2.1 STAR suspends re-transmission/broadcast of such Subscribed Channels in the Territory;
- 18.2.2 DPO defaults in making payment of Subscription Fee on the Due Date;
- 18.2.3 The DPO breaches any of its material obligations under this SLA including but not limited to the compliance with Audit requirements (as set out in the SLA), Subscriber Reports, transmitting signals of Subscribed Channels outside the Territory; Anti–Piracy Obligations and compliance of applicable Laws;
- 18.2.4 the bankruptcy, insolvency or appointment of receiver over the assets of the DPO;

18.3 DPO shall have the right to terminate this SLA as per applicable Law, on written notice to STAR if:

- 18.3.1 DPO discontinues its business;
- 18.3.2 STAR is in breach of its material obligations under this SLA;
- 18.3.3 in case of bankruptcy, insolvency or appointment of receiver over the assets of STAR.

18.4 The right of STAR to terminate this SLA shall be in addition to, and without prejudice to any other rights or remedies available to STAR under this SLA or Law.

19 Effect of Termination

19.1 Upon termination of the SLA:

- 19.1.1 Any Distribution of the Channel(s) by the DPO and its Affiliates and LCOs, shall be unauthorized and illegal and the DPO shall cease to distribute or market the Channel(s) to the Subscribers in the Territory, whether directly or indirectly;
- 19.1.2 The DPO shall within seven (7) days from the date of termination deliver to STAR all due and pending Subscriber Reports;
- 19.1.3 DPO shall pay all pending payments including interest and fair estimated damages accrued to STAR till date of deactivation;
- 19.1.4 All materials and information pertaining to STAR including Confidential Information, and Intellectual Property which are in the possession of the DPO shall forthwith be returned to STAR and the DPO shall cease to use the same;
- 19.1.5 STAR shall, in addition to and without prejudice to any other rights and remedies available under Law, be entitled to receive all outstanding monies due to STAR including without limitation, the Subscription Fee, or part thereof, interest and fair estimated damages due or to become due under the SLA and any amount due to STAR shall immediately become payable on the date of termination;
- 19.1.6 The DPO shall forthwith return to STAR all the Equipment in the same condition as they were made available by STAR subject to normal wear and tear or dispose/destroy the Equipment as may be instructed by STAR and provide necessary evidence of such disposal/destruction;
- 19.1.7 The Parties shall immediately cease to make any representations that they are associated with each other in the Territory;
- 19.1.8 Termination of the SLA shall not absolve the DPO of its obligations under the SLA.

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19.1.9 The rights to Audit shall survive such Termination and / or Suspension of SLA.

20 Renewal

The Parties shall execute new subscription license agreement prior to the expiry of this SLA and the DPO may submit the request for renewal of such subscription license agreement to STAR, through the DPO Connect Portal. If the Parties fail to execute new subscription license agreement prior to expiry of this SLA, STAR shall disconnect the signals of the Subscribed Channels to the DPO's network, and the DPO shall, at least fifteen (15) days prior to the date of such proposed disconnection, through scrolls on the Subscribed Channels, inform the Subscribers of the date of expiry of this SLA and the date of disconnection of the signals of the Subscribed Channels.

21 Representations / Warranties and Obligations of the Parties

21.1 Each Party represents and warrants to the other Party that:

21.1.1 each of them is a duly incorporated and a validly existing company under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this SLA;

21.1.2 upon execution hereof, this SLA shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;

21.1.3 it has obtained, and shall maintain in full force, during the Term of this SLA, all approvals and consents necessary to perform its obligations under this SLA and operate the business it is conducting in connection with this SLA, as applicable and no consent, authorization, license or approval of any Government Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this SLA.

21.2 The DPO further acknowledges, covenants, represents and warrants that:

21.2.1 neither the DPO nor any director(s), officers(s), agents(s), employees(s), or any other persons(s) acting for or on behalf of the foregoing has (a) offered, paid, promised to pay, or authorised the payment of any money or anything of value, to any government official or Government Authority or any political party or any third party for the purpose of influencing any act or decision of such Government Authority or political party or any third party in relation to the Services or direct business to any person, in each case where such payment , offer or promise is prohibited under any applicable Law to which such entity is subject; or (b) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws.

21.2.2 the DPO, its director(s), officer(s), agents(s), employees or any other person acting for or on behalf of the foregoing has complied and shall continue to (a) comply with all applicable anti-bribery and anti-corruption laws and regulations; and (b) engage only in legitimate business and ethical practices in commercial operations, in relation to dealing with any governmental officials or Government Authorities or third parties pursuant to and in relation to the services provided under this SLA.

21.2.3 for the Term of the SLA, the DPO shall be in compliance of applicable Laws including the QoS Regulations.

21.2.4 the DPO shall not cause Exhibition of the Channels via any medium other than the Distribution System.

21.2.5 the DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving Channels.

21.2.6 the DPO has obtained all necessary rights, licenses and permissions relevant to Distribution of the Subscribed Channels on its Distribution System and has submitted all the documents set out in

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Annexure C at the time of execution of the SLA, along with the signed copy of the SLA. The DPO shall furnish such other documents/information as and when required by STAR, at its sole discretion.

21.2.7 the DPO has not received any written notice from any Government Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed.

21.2.8 the Distribution Systems used by the DPO to exercise the rights under this SLA meet the requirements of applicable Laws, as amended from time to time, including without limitation, the Interconnection Regulations and the SLA. The DPO shall not make available any unencrypted signals or feed from its Distribution System in contravention of applicable Law, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs.

21.2.9 the DPO shall maintain for the Subscribed Channel(s) first-class signal transmission quality in accordance with the highest international industry standards, subject to the STAR delivering the signals of Subscribed Channel(s) to the DPO of a quality sufficient to permit the DPO to reasonably comply with such standards. The DPO shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% (ninety nine point nine five percent) reliability per month [which represents service outages incurred by Subscribers not exceeding approximately 22 (twenty two) minutes per Month] without any interruption or deviation from the daily transmission schedule and shall immediately notify STAR of any degradation to any of the Subscribed Channel(s)' signals.

21.2.10 the DPO shall upon termination or expiry of the SLA forthwith return to STAR all the Equipment in the same condition as they were made available by STAR subject to normal wear and tear or dispose/destroy the Equipment as may be instructed by STAR and provide necessary evidence of such disposal/destruction.

21.2.11 the DPO shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the DPO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).

21.2.12 the DPO undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any the DPO bouquet that contains any channel with pornographic content or any gambling service.

21.2.13 the DPO has not been convicted of any offence by any competent court.

21.2.14 the DPO is financially solvent and is capable of discharging its payment obligations under this SLA.

21.2.15 the DPO shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of STAR and shall not remove or shift any Equipment used to avail the Services, without the prior written consent of STAR;

21.2.16 the DPO shall not shift, remove, modify, misuse or tamper with the Equipment used to avail the Services including the paper seal to prevent opening of the Equipment or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from;

21.2.17 the DPO shall ensure that the CAS and SMS deployed will comply with the requirements laid down under the Interconnection Regulations (as amended from time to time), effective from such implementation date as notified by TRAI and provide certification post testing as per the Interconnection Regulations.

21.2.18 as on the effective date of the SLA and for the Term, the DPO, its shareholders, promoters, directors and key managerial personnel/ partners do not, and shall not, have any conflict of interest in terms of the BCCI Conflict of Interest Rules and that the DPO is not in any manner associated with/ related to the BCCI, the IPL governing council or with any of the BCCI's full members, associate members, and/or affiliate members, or any of their officials. For the purposes of this clause, "BCCI" shall mean the Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India; and "BCCI Conflict of Interest Rules" means the BCCI Rules on Conflict of Interest as may be amended/revised/updated/substituted by BCCI from time to time. In the event there is any such conflict of interest during the Term, the DPO shall (a) forthwith notify STAR of the same in writing and (b) procure necessary approvals (if required) under the BCCI Conflict of Interest Rules. However, STAR shall have the option to forthwith terminate the SLA without notice at its discretion in the event that any such conflict of interest is notified to it by the DPO or if such conflict of interest otherwise comes to the STAR's knowledge.

21.2.19 all information which has been provided by the DPO to STAR in connection with this SLA is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.

21.2.20 the obligations of the DPO under this SLA are integral and necessary for protecting the value of the Channels and the content of the Channels;

21.2.21 all restrictions imposed on the DPO and all obligations of the DPO under this SLA are reasonable and justified in light of the transactions contemplated under this SLA, are non-discriminatory, and are not greater than necessary for the legitimate preservation of the value of the Channels and the content of the Channels;

21.2.22 the DPO has carefully read the terms of this SLA and has evaluated all considerations relating to the SLA by the DPO to the terms of this SLA, and the DPO has such knowledge and experience in financial, business and industry matters that it is capable of evaluating the merits and risks of agreement to the terms of this SLA;

21.2.23 the DPO has consulted and obtained advice from its own advisers, including legal, financial, tax and technical advisors and experts, as to all matters, including all obligations of the DPO, under this SLA and on that basis believes that the terms of this SLA are suitable and appropriate for the DPO.

22 Change of Control and Independent Affiliate

22.1 The DPO shall not, without the prior written consent of STAR, directly or indirectly, including through a subsidiary, enter into or propose to enter into a Change Event. In which event, STAR reserves its right to deactivate the signals of its Channels as per applicable Laws.

22.2 Further, the DPO agrees and acknowledges that the DPO shall be entitled to connect or make available the signals of Channels through the Distribution System to any Independent Affiliate, only upon execution of a written agreement and clearance of all the outstanding amounts payable by the Independent Affiliate to STAR until such time the Independent Affiliate was availing the signals of Channels under their agreement with STAR. For the sake of clarity, it is hereby clarified that Independent Affiliate shall include the LCOs of such Independent Affiliate and/or direct subscribers to whom STBs are issued by such Independent Affiliate;

22.3 Any breach by or on the part of the DPO with regard to the above covenants shall be construed as material breach of this SLA causing substantial loss to STAR. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable Law as set out above, the DPO shall be liable to pay STAR, the entire outstanding amounts payable by the Independent Affiliate to STAR, within three (3) days from the date DPO connects with the Independent Affiliate and/or makes available signals of Channels to Independent Affiliate.

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23 Governing Law, Jurisdiction and Dispute Resolution

The rights and obligations of the Parties under the SLA shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with, or as a result of this SLA. Nothing contained in this SLA shall be construed as restricting or limiting the right of STAR to take action for violation of its rights by the DPO under applicable Laws.

24 Regulatory Intervention

In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, Laws, ordinances, rules, by-laws or regulations , tax reforms determination or change in classification of goods or services under GST ("**Change in Law**") of any government or statutory authority in India including but not limited to the MIB and TRAI or any final un-appealable order of any competent court or tribunal which would have a material effect on either of the Parties, then the Parties shall amend this SLA or execute fresh SLA to comply with such Change in Law from the effective date of Change in Law, as mandated under the applicable Laws.

25 Indemnification

25.1 The DPO shall without any limitations as to time period or amounts, keep and hold STAR and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the DPO, or actual or alleged breach of any terms of this SLA by the DPO (including but not limited to breach of any representation and warranty provided by the DPO to STAR).

25.2 It is expressly understood and agreed between the Parties that STAR shall have no liability or obligation whatsoever under this SLA, towards the DPO, the Subscribers or any other person or Government Authority, arising from and/or in respect of:

25.2.1 any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow STAR's instruction, or any use of the Equipment with any apparatus or equipment not authorized by STAR, in which event STAR shall not be under any obligation to provide the DPO with any other Equipment;

25.2.2 any delay or failure in the performance of this SLA caused by any reason or event beyond the control of STAR;

25.2.3 deactivation, disconnection, interruption of the Channels or termination of this SLA by STAR in accordance with the terms of this SLA for any reason whatsoever (including without limitation on account of the non-payment of Subscription Fee by the DPO or on account of any other breach of this SLA by the DPO); or

25.2.4 failure on the part of the DPO to maintain the licenses and approvals required under applicable Law.

25.3 The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of the DPO. Nothing in this SLA or the contract(s) executed between the Subscriber and the DPO or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from STAR or create any direct relationship between the Subscriber and STAR.

26 Limitation of Liability

26.1 STAR shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this SLA or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

26.2 Without prejudice to the foregoing, the maximum aggregate liability of STAR for proven and awarded direct damages or losses that may arise out of or in connection with this SLA shall not exceed the Monthly Subscription Fee actually paid by the DPO to STAR hereunder.

27 Entire SLA and Amendment

The SLA, along with all Annexures and Forms shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements, understanding, communication oral or written, with respect thereto. No amendment of this SLA shall be valid unless prepared in writing and signed (physically or digitally) by each of the Parties.

28 Amendment of SLA

STAR reserves its right to-

28.1.1 modify, amend, change the name, genre, language, definition, format, logo of Channels;
28.1.2 modify, amend and/or withdraw Bouquets;
28.1.3 modify, amend and change MRP of Channels;
28.1.4 modify, amend and replace the SLA or any part thereof;
28.1.5 launch, offer, withdraw, modify any conditions and/or parameters and/or Incentives and/or Promotional Offers;

as per applicable Law.

29 Force Majeure

STAR shall not be responsible for any delay in or failure of performance resulting directly or indirectly from Force Majeure Event including any failure or delay in transmission of Channel(s) by STAR. In the event the performance of STAR's obligation hereunder is affected by a Force Majeure Event, the same shall not relieve the DPO from its obligations under this SLA, including payment of Monthly Subscription Fee.

30 Confidentiality

The DPO shall keep in strict confidence any Confidential Information received by it from STAR and shall not disclose the same to any person, not being a party to this SLA. The DPO shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the DPO to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis and shall also be bound by the terms of this clause. Confidential Information shall, at all times, remain the exclusive property of STAR and the DPO shall not acquire any rights in the Confidential Information. Notwithstanding the foregoing, disclosure may be made to the extent necessary if required by court order, government agency or securities regulating body, in which case any and all documents, information or materials disclosed shall be marked "confidential" and the DPO shall notify STAR of its intent to disclose all or part of the SLA.

31 Notices

All notices must be in writing sent by electronic email, speed post, fax, personal delivery or courier to the addresses referred in this SLA, unless otherwise notified. All notices to STAR shall be addressed to the attention of the Distribution Head or any of the representatives referred in this SLA.

32 Assignment

32.1 Notwithstanding anything contained in the SLA, the DPO shall not have the right, without the prior written consent of STAR, to assign or transfer the SLA or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of the Clause 32, the DPO shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channel(s) and in material breach of this SLA which shall entitle STAR to terminate the SLA and deactivate or disconnect the signals of the Subscribed Channel(s) and take any other measures as may be lawfully appropriate.

The Stamp Duty of Ketan value of INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

32.2 STAR may, at any time, assign the SLA including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as STAR vis-à-vis the DPO. Such assignment by STAR shall be effective on and from the date as communicated in writing by the STAR to the DPO.

33 Survivability

Clauses, 5 (Subscription Fee), 10 (Payment Terms), 13 (Audit), 17 (Intellectual Property), 21 (Representations/Warranties and Obligations of Parties), 23 (Governing Law, Jurisdiction and Dispute Resolution), 25 (Indemnification), 26 (Limitation of Liability), 30 (Confidentiality), and 31 (Notices) shall survive termination or expiration of this SLA.

For the avoidance of doubt, it is further clarified that the clauses pertaining to the Payment Terms, Subscription Fee, Audit, Intellectual Property, Representations/Warranties and Obligations of Parties, Governing Law and Jurisdiction, Indemnification, Limitation of Liability, Confidentiality, and Notice under the erstwhile agreements shall survive the erstwhile agreements executed between the Parties.

34 Specific Performance

The DPO agrees that damages may not be an adequate remedy and STAR shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the DPO from committing any violation or enforce the performance of the covenants, representations and obligations contained in this SLA. These injunctive remedies are cumulative and are in addition to any other rights and remedies STAR may have at law or in equity, including without limitation a right for damages.

35 Severability

If any provision of this SLA becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this SLA shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

36 No Use of Brand name

The DPO will not use the name 'Disney', 'bindass', 'Hungama TV', 'STAR', 'Fox', 'National Geographic', and/or 'UTV' (either alone or in conjunction with or as part of any other words, name, logos or designs) or any trademarks, services marks, logos, fanciful character or design of STAR and Disney or its Affiliate except as expressly permitted under this SLA or in any way so as to constitute an endorsement, false association or testimonial, express or implied, of any party (including the DPO), or any service or product, and will not to be involved in or authorize any publicity or advertising in relation to a Channel (except at STAR's request) without STAR's prior written approval. Any breach of the obligations under Clause 36 shall be deemed a material breach of this SLA.

37 Data Privacy

The DPO authorizes and consents to the use of its personal or sensitive personal information ("**Data**") by STAR including its Affiliates, agents, representatives, advisors or sub-contractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary pursuant to this SLA including for making payments due to the DPO. The DPO understands and acknowledges that (i) the Data is the DPO's personal or sensitive personal information as understood within the meaning of the Law(s); (ii) the DPO has voluntarily and at its option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to this SLA; and (iii) the Data will or may be transferred by STAR to another party including its Authorized Entities, for such lawful purposes as may be deemed necessary pursuant to this SLA. The use of the Data by STAR shall be governed by the provisions of the privacy policy as available on STAR's Website. The DPO agrees and accepts to be bound by the terms thereof.

38 Relationship between the Parties

38.1 The relationship between the Parties shall be that of a licensor and licensee. Nothing contained in this SLA will be construed as to constitute the DPO and STAR as a joint venture, partners or agents, franchisee nor will any similar relationship be deemed to exist between the DPO and STAR. STAR shall not be held responsible or liable to the DPO or to any third person for any expense incurred by the DPO unless specifically set forth in this SLA including any Annexure(s) or Schedule(s), nor will STAR be held responsible or liable to the DPO or to a third person for or on account of any of the DPO's employees or agents. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with STAR by virtue of this SLA or by STAR's delivery of the Subscribed Channel(s) to the DPO. This SLA between STAR and the DPO is on principal to principal basis and is terminable in nature.

38.2 Further it is expressly agreed that the DPO is, subject to the terms and conditions of this SLA, making available the Subscribed Channel(s) to its Subscribers in its own right and in the course of its own business. The DPO is not acting on behalf of STAR. It is expressly agreed and understood that STAR has not given to the DPO any right to represent STAR in any manner. Accordingly, any margin (including the discount / incentive that the DPO is, upon the fulfilment of the terms and conditions of the SLA, entitled to and the Distribution Margin) earned by the DPO under the SLA is not a commission or amount paid in any manner to the DPO by STAR.

39 No Waiver

The failure of either Party to insist, in any one or more instances, upon performance of any of the provisions of this SLA or to enforce any such provisions shall not result in the relinquishment of any such rights, shall not make such provisions or rights obsolete and such provisions and rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude any other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this SLA (or the consequences of any such breach as provided for in this SLA) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this SLA.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the SLA.

Signed For and on behalf of **DPO**	Signed For and on behalf of **Star India Private Limited**
Sign	Sign
Name **SENTHIL KUMAR K**	Name As mentioned below
Title: Authorised Signatory	Title: Authorised Signatory
Date As mentioned below	Date As mentioned below

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

ANNEXURE A

Report Formats

A: Monthly subscription reports of channels or bouquets to be provided by the DPO to STAR.

Reported Month: _____ Year: _____

Date of generation of Report: _____

Date of submission of Report by the DPO: _____

A.1 Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Table 1- Monthly subscription for a-la-carte channels

S. No.	Name of the channel	A-la Carte Code	Number of unique Active Subscribers of the Subscribed Channel on 7th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 14th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 21st day of the month	Number of unique Active Subscribers of the Subscribed Channel on 28th day of the month	Monthly average subscribers of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(7)= [(4)+(5)+(6)+(7)]/4
1.							
2.							

Table 2- Monthly subscription for bouquets of pay channels

S. No.	Name of the Subscribed bouquet	Bouquet Code	Name of Subscribed Channels forming part of Subscribed Bouquet	Number of unique Active Subscribers of the Subscribed Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]/4
1.								
2.								

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For all of the above Tables 1 and 2: Separate reports for the following markets by each Headend are required -

- Andaman & Nicobar Islands
- Andhra Pradesh
- Arunachal Pradesh
- Assam
- Bihar
- Chandigarh
- Chattisgarh
- Dadra & Nagar Haveli
- Daman & Diu
- Delhi
- Goa
- Gujarat
- Haryana
- Himachal Pradesh
- Jammu & Kashmir
- Jharkhand
- Karnataka
- Kerala
- Lakshadweep
- Madhya Pradesh
- Maharashtra
- Manipur
- Meghalaya
- Mizoram
- Nagaland
- Odisha
- Puducherry
- Punjab
- Rajasthan
- Sikkim
- Tamil Nadu
- Telangana
- Tripura
- Uttar Pradesh
- Uttarakhand
- West Bengal

ANNEXURE B

Anti-piracy obligations and Content Protection Systems

The DPO shall adhere to the following Content Protection/Security obligations in addition to the provisions of the Interconnection Regulations including but not limited to Schedule III, Schedule IX and Schedule X of the Interconnection Regulations.

A. Content Protection Systems

1. Input/ Output Requirements for STBs.

   (i) Video Input Controls. Any digital input capable of receiving non-service video signals for transmission to a television monitor must respect the instructions embedded in the Subscribed Channels and Subscribed Channel's content. DPO and STAR further agree to hold periodic joint meetings to discuss digital piracy and potential technology solutions.

   (ii) Digital Outputs. DPO shall not transmit or cause or permit the Distribution of the Subscribed Channels and Subscribed Channel's content via any digital output.

   (iii) Output Control. DPO shall ensure that each STB has the capability to enable or disable individual outputs on a program-by-program basis and shall do so upon request of STAR.

2. DRM Specifications

   DPO shall provide a digital rights management software application license to STAR ("**DRM**") and such DRM deployed by the DPO for providing IPTV service shall comply with the applicable Law including but not limited to Schedule X.

   The DPO providing IPTV Service using certified/authorized DRM shall ensures the access session ID enabled for any URL (or dynamic URL / IP) is refreshed every two minutes.

   Any changes to such DRM shall be intimated to STAR within seven (7) days of such change.

3. General Requirements

   (A) Technical Facilities; Copy Protection. DPO shall employ such full security systems and encryption and encoding procedures as are appropriate in accordance with the instructions of STAR to prevent unauthorised persons from receiving, duplicating or retransmitting, all or any part of any Channels. Without limiting the foregoing, DPO shall employ security systems and procedures to protect the Channels from damage, theft and loss, including the following:

      (i) DPO will maintain a vulnerability management team that conducts risk assessments and reviews applicable security patches and upgrades of the Distribution System.

      (ii) DPO shall not make, authorise or permit any other person to make, any duplicate copies of the Channels without STAR's prior written consent.

   (B) Copy Control Information. DPO shall not strip out or obscure data fields or other data packets containing the embedded technology or other encoding or watermarks (including forensic watermark) as may be embedded in the Channels and Channels content as delivered to DPO.

ANNEXURE C

Documents/Information to be submitted by DPO

a) Copy of Audit Report, if an audit was caused by DPO in 12 months prior to execution of this SLA.
b) Schedule III and X compliance declaration.
c) BIS certificates for all makes & models of STB deployed by DPO after DAS implementation.
d) Certificate from all the CAS vendors.
e) Certificate from SMS vendors.
f) Certificate from STB vendors.
g) License copy.
h) Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of DPO (Applicable for Company).
i) Partnership Deed and Authorisation letter signed by all the partners or the head of the association (Applicable for Partnership Firm).
j) Signature proof of authorized signatory (Applicable for sole proprietorship).
k) Pan Card copy/Form 60.
l) GST Registration Certificates.
m) TAN No.
n) VPN/Remove Access declaration in case of DPOs deploying PIRDs.
o) List of associated Joint Ventures.
p) Detailed list and addresses of COPE(s) deployed from time to time during the Term by the DPO and/or its affiliates (as applicable).
q) Onetime all Channel line-up to be provided for each headend as per the below format (as per last week of November 2022) by the DPOs who were already availing the signals of Subscribed Channels prior to the execution of this SLA (unless the DPOs have already provided the same),
Or
If the DPO has not availed the signals of Subscribed Channels prior to the execution of this SLA, the DPO shall provide the Onetime all Channel line-up in the format provided below upon execution of this SLA.
Note: In the event if any Headend is catering to multiple territories each with distinct LCN line-up, a report to be provided for each such territory with respective LCN line-up. The aforesaid document is mandatory for availing Incentive.

Onetime all Channel line-up

For **ALL STAR and Non-STAR** channels carried by the DPO on the Head-end

Sr No.	Name of channel	Genre	HE Location (HE to be added in case on multiple HE's)	Servicing State (State to be added in case line-up is different)	Servicing City (City to be added in case line-up is different)	LCN for the month
1						
2						
3						
4						
5						
6						

ANNEXURE D

CHANNEL(S)

A. Channels on A-la-Carte basis and MRP

Sr No	Channels (Standard Definition)	MRP (Rs)	DPO List Price (Rs)	ALC Code	Genre and Language	DPO to select the Channel (Yes/No)
1	Star Plus	19	15.2	SC2401001	General Entertainment Channel (Hindi)	**Yes**
2	Star Bharat	12	9.6	SC2401002	General Entertainment Channel (Hindi)	**Yes**
3	Star Utsav	0.5	0.4	SC2401003	General Entertainment Channel (Hindi)	**Yes**
4	Bindass	0.1	0.08	SC2401004	General Entertainment Channel (Hindi)	**Yes**
5	Star Gold	19	15.2	SC2401005	Movies (Hindi)	**Yes**
6	Star Gold 2	3	2.4	SC2401006	Movies (Hindi)	**Yes**
7	Star Utsav Movies	0.5	0.4	SC2401007	Movies (Hindi)	**Yes**
8	Star Gold Select	7	5.6	SC2401008	Movies (Hindi)	**Yes**
9	Star Gold Romance	2	1.6	SC2401009	Movies (Hindi)	**Yes**
10	Star Gold Thrills	2	1.6	SC2401010	Movies (Hindi)	**Yes**
11	Star Jalsha	19	15.2	SC2401011	General Entertainment Channel (Bengali)	**Yes**
12	Jalsha Movies	15	12	SC2401012	Movies (Bengali)	**Yes**
13	Star Pravah	19	15.2	SC2401013	General Entertainment Channel (Marathi)	**Yes**
14	Pravah Picture	3	2.4	SC2401014	Movies (Marathi)	**Yes**
15	Maa TV	19	15.2	SC2401015	General Entertainment Channel (Telugu)	**Yes**
16	Maa Gold	9	7.2	SC2401016	Movies (Telugu)	**Yes**
17	Maa Music	5	4	SC2401017	Music (Telugu)	**Yes**
18	Maa Movies	19	15.2	SC2401018	Movies (Telugu)	**Yes**
19	Vijay	19	15.2	SC2401019	General Entertainment Channel (Tamil)	**Yes**
20	Vijay Super	10	8	SC2401020	General Entertainment Channel (Tamil)	**Yes**
21	Vijay Takkar	2	1.6	SC2401021	Music (Tamil)	**Yes**
22	Asianet	19	15.2	SC2401022	General Entertainment Channel (Malayalam)	**Yes**
23	Asianet Plus	7	5.6	SC2401023	General Entertainment Channel (Malayalam)	**Yes**
24	Asianet Movies	19	15.2	SC2401024	Movies (Malayalam)	**Yes**
25	Star Suvarna	19	15.2	SC2401025	General Entertainment Channel (Kannada)	**Yes**
26	Suvarna Plus	8	6.4	SC2401026	Movies (Kannada)	**Yes**
27	Star Kiran	15	12	SC2401027	General Entertainment Channel (Odia)	**Yes**
28	Star Movies	19	15.2	SC2401028	Movies (English)	**Yes**
29	Star Movies Select	7	5.6	SC2401029	Movies (English)	**Yes**
30	Star Sports 1	19	15.2	SC2401030	Sports	**Yes**

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31	Star Sports 2	9	7.2	SC2401031	Sports	**Yes**
32	Star Sports 3	2	1.6	SC2401032	Sports	**Yes**
33	Star Sports 1 Hindi	19	15.2	SC2401033	Sports	**Yes**
34	Star Sports 1 Tamil	19	15.2	SC2401034	Sports	**Yes**
35	Star Sports 1 Kannada	19	15.2	SC2401035	Sports	**Yes**
36	Star Sports 1 Telugu	19	15.2	SC2401036	Sports	**Yes**
37	Star Sports Select 1	19	15.2	SC2401037	Sports	**Yes**
38	Star Sports Select 2	10	8	SC2401038	Sports	**Yes**
39	Star Sports First	0.5	0.4	SC2401039	Sports	**Yes**
40	National Geographic	2	1.6	SC2401040	Infotainment	**Yes**
41	Nat Geo Wild	1	0.8	SC2401041	Infotainment	**Yes**
42	Fox Life	1	0.8	SC2401042	Infotainment	**Yes**
43	Disney Channel	10	8	SC2401043	Kids	**Yes**
44	Super Hungama	4	3.2	SC2401044	Kids	**Yes**
45	Disney Junior	4	3.2	SC2401045	Kids	**Yes**
46	Hungama TV	2	1.6	SC2401046	Kids	**Yes**

Sr No	**Channels (High Definition)**	**MRP (Rs)**	**DPO List Price (Rs)**	**ALC Code**	**Genre and Language**	**DPO to select the Channel (Yes/No)**
1	Star Plus HD	22	17.6	SC2401047	General Entertainment Channel (Hindi)	**Yes**
2	Star Bharat HD	19	15.2	SC2401048	General Entertainment Channel (Hindi)	**Yes**
3	Star Gold HD	19	15.2	SC2401049	Movies (Hindi)	**Yes**
4	Star Gold 2 HD	5	4	SC2401050	Movies (Hindi)	**Yes**
5	Star Gold Select HD	8	6.4	SC2401051	Movies (Hindi)	**Yes**
6	Star Jalsha HD	19	15.2	SC2401052	General Entertainment Channel (Bengali)	**Yes**
7	Jalsha Movies HD	19	15.2	SC2401053	Movies (Bengali)	**Yes**
8	Vijay HD	22	17.6	SC2401054	General Entertainment Channel (Tamil)	**Yes**
9	Star Suvarna HD	22	17.6	SC2401055	General Entertainment Channel (Kannada)	**Yes**
10	Asianet HD	22	17.6	SC2401056	General Entertainment Channel (Malayalam)	**Yes**
11	Star Movies HD	19	15.2	SC2401057	Movies (English)	**Yes**
12	Star Movies Select HD	19	15.2	SC2401058	Movies (English)	**Yes**
13	Disney International HD	19	15.2	SC2401059	General Entertainment Channel (English)	**Yes**
14	Star Sports HD1	19	15.2	SC2401060	Sports	**Yes**
15	Star Sports HD2	19	15.2	SC2401061	Sports	**Yes**
16	Star Sports 1 HD Hindi	19	15.2	SC2401062	Sports	**Yes**
17	Star Sports Select HD1	19	15.2	SC2401063	Sports	**Yes**
18	Star Sports Select HD2	15	12	SC2401064	Sports	**Yes**
19	Star Sports 1 Tamil HD	19	15.2	SC2401065	Sports	**Yes**
20	Star Sports 1 Telugu HD	19	15.2	SC2401066	Sports	**Yes**
21	Maa HD	22	17.6	SC2401067	General Entertainment Channel (Telugu)	**Yes**

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22	Maa Movies HD	19	15.2	SC2401068	Movies (Telugu)	**Yes**
23	Star Pravah HD	19	15.2	SC2401069	General Entertainment Channel (Marathi)	**Yes**
24	Disney Channel HD	15	12	SC2401070	Kids	**Yes**
25	National Geographic HD	14	11.2	SC2401071	Infotainment	**Yes**
26	Nat Geo Wild HD	8	6.4	SC2401072	Infotainment	**Yes**
27	Fox Life HD	2	1.6	SC2401073	Infotainment	**Yes**
28	Star Kiran HD	15	12	SC2401074	General Entertainment Channel (Odia)	**Yes**
29	Pravah Picture HD	6	4.8	SC2401075	Movies (Marathi)	**Yes**
30	Vijay Super HD	19	15.2	SC2401076	General Entertainment Channel (Tamil)	**Yes**
31	Asianet Movies HD	19	15.2	SC2401077	Movies (Malayalam)	**Yes**

B. Channels on Bouquets basis

STAR is offering various Bouquets with different variations to cater to the diverse consumer segments based on their consumption. The Bouquets offered by STAR are listed hereunder:

Sr. No.	Bouquet Name[1]	Bouquet Type	MRP (Rs)	DPO List Price (Rs)	Code	DPO to select the Bouquet (Yes/No)
1	SVP Hindi	SD	59	47.2	SB2401001	**Yes**
2	SPP Hindi	SD	105	84	SB2401002	**Yes**
3	SVP Lite HD Hindi	HD	88	70.4	SB2401003	**Yes**
4	SPP Lite HD Hindi	HD	125	100	SB2401004	**Yes**
5	SVP Marathi Hindi	SD	67	53.6	SB2401005	**Yes**
6	SPP Marathi Hindi	SD	110	88	SB2401006	**Yes**
7	SVP Marathi Lite Hindi HD	HD	99	79.2	SB2401007	**Yes**
8	SPP Marathi Lite Hindi HD	HD	145	116	SB2401008	**Yes**
9	SVP Bengali Hindi	SD	65	52	SB2401009	**Yes**
10	SPP Bengali Hindi	SD	110	88	SB2401010	**Yes**
11	SVP Bengali Lite Hindi HD	HD	99	79.2	SB2401011	**Yes**
12	SPP Bengali Lite Hindi HD	HD	145	116	SB2401012	**Yes**
13	SVP Odia Hindi Mini	SD	15	12	SB2401013	**Yes**
14	SVP Odia Hindi	SD	65	52	SB2401014	**Yes**
15	SPP Odia Hindi	SD	105	84	SB2401015	**Yes**
16	SVP Odia Lite Hindi HD	HD	99	79.2	SB2401016	**Yes**
17	SPP Odia Lite Hindi HD	HD	135	108	SB2401017	**Yes**
18	SVP Kannada	SD	45	36	SB2401018	**Yes**
19	SVP Kannada Telugu Mini	SD	45	36	SB2401019	**Yes**
20	SVP Kannada Hindi Mini	SD	45	36	SB2401020	**Yes**
21	SVP Kannada Malayalam Mini	SD	45	36	SB2401021	**Yes**
22	SVP Kannada Tamil Mini	SD	45	36	SB2401022	**Yes**
23	SVP Kannada Marathi Mini	SD	45	36	SB2401023	**Yes**
24	SPP Kannada	SD	105	84	SB2401024	**Yes**

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CT041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

25	SVP Lite HD Kannada	HD	77	61.6	SB2401025	**Yes**
26	SPP Lite HD Kannada	HD	113	90.4	SB2401026	**Yes**
27	SVP Malayalam	SD	57	45.6	SB2401027	**Yes**
28	SPP Malayalam	SD	105	84	SB2401028	**Yes**
29	SVP Lite HD Malayalam	HD	77	61.6	SB2401029	**Yes**
30	SPP Lite HD Malayalam	HD	113	90.4	SB2401030	**Yes**
31	SVP Tamil	SD	45	36	SB2401031	**Yes**
32	SPP Tamil	SD	105	84	SB2401032	**Yes**
33	SVP Lite HD Tamil	HD	77	61.6	SB2401033	**Yes**
34	SPP Lite HD Tamil	HD	113	90.4	SB2401034	**Yes**
35	SVP Telugu	SD	59	47.2	SB2401035	**Yes**
36	SPP Telugu	SD	105	84	SB2401036	**Yes**
37	SVP Lite HD Telugu	HD	77	61.6	SB2401037	**Yes**
38	SPP Lite HD Telugu	HD	113	90.4	SB2401038	**Yes**
39	SVP Kannada Hindi	SD	67	53.6	SB2401039	**Yes**
40	SVP Hindi Kannada	SD	67	53.6	SB2401040	**Yes**
41	SVP Telugu Hindi	SD	81	64.8	SB2401041	**Yes**
42	SVP Hindi Telugu	SD	81	64.8	SB2401042	**Yes**
43	SVP Telugu Hindi Mini	SD	70	56	SB2401043	**Yes**
44	SVP Kannada Marathi	SD	72	57.6	SB2401044	**Yes**
45	SVP Marathi Kannada	SD	79	63.2	SB2401045	**Yes**
46	SVP Tamil Malayalam	SD	63	50.4	SB2401046	**Yes**
47	SVP Malayalam Tamil	SD	63	50.4	SB2401047	**Yes**
48	SPP Tamil Malayalam	SD	105	84	SB2401048	**Yes**
49	SVP Tamil Telugu	SD	66	52.8	SB2401049	**Yes**
50	SVP Telugu Tamil	SD	66	52.8	SB2401050	**Yes**
51	SVP Telugu Kannada	SD	63	50.4	SB2401051	**Yes**
52	SVP Kannada Telugu	SD	63	50.4	SB2401052	**Yes**
53	SVP Tamil Kannada	SD	52	41.6	SB2401053	**Yes**
54	SVP Kannada Tamil	SD	52	41.6	SB2401054	**Yes**
55	SVP All South Kannada	SD	105	84	SB2401055	**Yes**
56	SVP All South	SD	105	84	SB2401056	**Yes**
57	SVP Telugu Odia	SD	59	47.2	SB2401057	**Yes**
58	SVP Odia Telugu	SD	76	60.8	SB2401058	**Yes**
59	Disney Kids Pack	SD	15	12	SB2401059	**Yes**
60	Disney Hungama Kids Pack	SD	15	12	SB2401060	**Yes**
61	Disney Kids Pack HD	HD	18	14.4	SB2401061	**Yes**
62	Disney Hungama Kids Pack HD	HD	18	14.4	SB2401062	**Yes**
63	SPP Mini Tamil	SD	48	38.4	SB2401063	**Yes**

[1]Bouquet composition is provided hereinbelow. It is clarified that SVP and SPP stands for Star Value Pack and Star Premium Pack respectively.

	SVP Hindi	**SPP Hindi**	**SVP Lite HD Hindi**
MRP (Rs)	59	105	88
DPO List Price (Rs)	47.2	84	70.4
Bouquet Code	SB2401001	SB2401002	SB2401003
	Star Plus Star Bharat	Star Plus Star Bharat	Star Bharat HD Star Utsav

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

	Star Utsav	Star Utsav	Bindass
	Bindass	Bindass	Star Gold HD
	Star Gold	Star Gold	Star Gold 2 HD
	Star Gold 2	Star Gold 2	Star Gold Romance
	Star Gold Romance	Star Gold Romance	Star Gold Thrills
	Star Gold Thrills	Star Gold Thrills	Star Utsav Movies
	Star Utsav Movies	Star Utsav Movies	Star Sports 1 HD Hindi
	Star Sports 1 Hindi	Star Sports 1 Hindi	Star Sports HD2
	Star Sports 2	Star Sports 2	Star Sports 3
	Star Sports 3	Star Sports 3	Star Sports First
	Star Sports First	Star Sports First	National Geographic HD
	National Geographic	National Geographic	Nat Geo Wild HD
	Nat Geo Wild	Nat Geo Wild	Hungama TV
	Hungama TV	Hungama TV	
		Star Gold Select	
		Star Sports 1	
		Star Sports Select 1	
		Star Sports Select 2	
		Star Movies	
		Star Movies Select	
		Fox Life	
	SPP Lite HD Hindi	**SVP Marathi Hindi**	**SPP Marathi Hindi**
MRP (Rs)	125	67	110
DPO List Price (Rs)	100	53.6	88
Bouquet Code	SB2401004	SB2401005	SB2401006
	Star Bharat HD	Star Pravah	Star Pravah
	Star Utsav	Pravah Picture	Pravah Picture
	Bindass	Star Plus	Star Plus
	Star Gold HD	Star Bharat	Star Bharat
	Star Gold 2 HD	Star Utsav	Star Utsav
	Star Gold Romance	Bindass	Bindass
	Star Gold Thrills	Star Gold	Star Gold
	Star Utsav Movies	Star Gold 2	Star Gold 2
	Star Sports 1 HD Hindi	Star Gold Romance	Star Gold Romance
	Star Sports HD2	Star Gold Thrills	Star Gold Thrills
	Star Sports First	Star Utsav Movies	Star Utsav Movies
	Star Sports 3	Star Sports 1 Hindi	Star Sports 1 Hindi
	National Geographic HD	Star Sports 2	Star Sports 2
	Nat Geo Wild HD	Star Sports 3	Star Sports 3
	Hungama TV	Star Sports First	Star Sports First
	Star Gold Select HD	National Geographic	National Geographic
	Star Sports HD1	Nat Geo Wild	Nat Geo Wild
	Star Sports Select HD1	Hungama TV	Hungama TV
	Star Sports Select HD2		Star Gold Select
	Star Movies HD		Star Sports 1
	Star Movies Select HD		Star Sports Select 1
	Fox Life HD		Star Sports Select 2
			Star Movies
			Star Movies Select
			Fox Life
	SVP Marathi Lite Hindi HD	**SPP Marathi Lite Hindi HD**	**SVP Bengali Hindi**
MRP (Rs)	99	145	65

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

DPO List Price (Rs)	79.2	116	52
Bouquet Code	SB2401007	SB2401008	SB2401009
	Star Pravah HD	Star Pravah HD	Star Jalsha
	Pravah Picture HD	Pravah Picture HD	Jalsha Movies
	Star Bharat HD	Star Bharat HD	Star Plus
	Star Utsav	Star Utsav	Star Utsav
	Bindass	Bindass	Bindass
	Star Gold HD	Star Gold HD	Star Gold
	Star Gold 2 HD	Star Gold 2 HD	Star Gold 2
	Star Gold Romance	Star Gold Romance	Star Gold Romance
	Star Gold Thrills	Star Gold Thrills	Star Gold Thrills
	Star Utsav Movies	Star Utsav Movies	Star Utsav Movies
	Star Sports 1 HD Hindi	Star Sports 1 HD Hindi	Star Sports 1 Hindi
	Star Sports HD2	Star Sports HD2	Star Sports 2
	Star Sports 3	Star Sports First	Star Sports 3
	Star Sports First	Star Sports 3	Star Sports First
	National Geographic HD	National Geographic HD	National Geographic
	Nat Geo Wild HD	Nat Geo Wild HD	Nat Geo Wild
	Hungama TV	Hungama TV	Hungama TV
		Star Gold Select HD	
		Star Sports HD1	
		Star Sports Select HD1	
		Star Sports Select HD2	
		Star Movies HD	
		Star Movies Select HD	
		Fox Life HD	
	SPP Bengali Hindi	**SVP Bengali Lite Hindi HD**	**SPP Bengali Lite Hindi HD**
MRP (Rs)	110	99	145
DPO List Price (Rs)	88	79.2	116
Bouquet Code	SB2401010	SB2401011	SB2401012
	Star Jalsha	Star Jalsha HD	Star Jalsha HD
	Jalsha Movies	Jalsha Movies HD	Jalsha Movies HD
	Star Plus	Star Bharat HD	Star Bharat HD
	Bindass	Star Utsav	Star Utsav
	Star Gold	Bindass	Bindass
	Star Gold 2	Star Gold HD	Star Gold HD
	Star Gold Romance	Star Gold 2 HD	Star Gold 2 HD
	Star Gold Thrills	Star Gold Romance	Star Gold Romance
	Star Sports 1 Hindi	Star Gold Thrills	Star Gold Thrills
	Star Sports 2	Star Utsav Movies	Star Utsav Movies
	Star Sports 3	Star Sports 1 HD Hindi	Star Sports 1 HD Hindi
	Star Sports First	Star Sports HD2	Star Sports HD2
	National Geographic	Star Sports 3	Star Sports First
	Nat Geo Wild	Star Sports First	Star Sports 3
	Hungama TV	National Geographic HD	National Geographic HD
	Star Gold Select	Nat Geo Wild HD	Nat Geo Wild HD
	Star Sports 1	Hungama TV	Hungama TV
	Star Sports Select 1		Star Gold Select HD
	Star Sports Select 2		Star Sports HD1
	Star Movies		Star Sports Select HD1
	Star Movies Select		Star Sports Select HD2
	Fox Life		Star Movies HD
			Star Movies Select HD

			Fox Life HD
	SVP Odia Hindi Mini	**SVP Odia Hindi**	**SPP Odia Hindi**
MRP (Rs)	15	65	105
DPO List Price (Rs)	12	52	84
Bouquet Code	SB2401013	SB2401014	SB2401015
	Star Kiran	Star Kiran	Star Kiran
	Star Utsav	Star Plus	Star Plus
	Bindass	Star Bharat	Star Bharat
	Star Gold 2	Star Utsav	Star Utsav
	Star Gold Romance	Bindass	Bindass
	Star Gold Thrills	Star Gold	Star Gold
	Star Sports First	Star Gold 2	Star Gold 2
	Nat Geo Wild	Star Gold Romance	Star Gold Romance
	Hungama TV	Star Gold Thrills	Star Gold Thrills
		Star Utsav Movies	Star Utsav Movies
		Star Sports 1 Hindi	Star Sports 1 Hindi
		Star Sports 2	Star Sports 2
		Star Sports 3	Star Sports 3
		Star Sports First	Star Sports First
		National Geographic	National Geographic
		Nat Geo Wild	Nat Geo Wild
		Hungama TV	Hungama TV
			Star Gold Select
			Star Sports 1
			Star Sports Select 1
			Star Sports Select 2
			Star Movies
			Star Movies Select
			Fox Life
	SVP Odia Lite Hindi HD	**SPP Odia Lite Hindi HD**	**SVP Kannada**
MRP (Rs)	99	135	45
DPO List Price (Rs)	79.2	108	36
Bouquet Code	SB2401016	SB2401017	SB2401018
	Star Kiran HD	Star Kiran HD	Star Suvarna
	Star Bharat HD	Star Bharat HD	Suvarna Plus
	Star Utsav	Star Utsav	Star Sports 1 Kannada
	Bindass	Bindass	Star Sports 2
	Star Gold HD	Star Gold HD	Star Sports 3
	Star Gold 2 HD	Star Gold 2 HD	Star Sports First
	Star Gold Romance	Star Gold Romance	National Geographic
	Star Gold Thrills	Star Gold Thrills	Nat Geo Wild
	Star Utsav Movies	Star Utsav Movies	Hungama TV
	Star Sports 1 HD Hindi	Star Sports 1 HD Hindi	
	Star Sports HD2	Star Sports HD2	
	Star Sports 3	Star Sports First	
	Star Sports First	Star Sports 3	
	National Geographic HD	National Geographic HD	
	Nat Geo Wild HD	Nat Geo Wild HD	
	Hungama TV	Hungama TV	
		Star Gold Select HD	
		Star Sports HD1	
		Star Sports Select HD1	

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

		Star Sports Select HD2	
		Star Movies HD	
		Star Movies Select HD	
		Fox Life HD	
	SVP Kannada Telugu Mini	**SVP Kannada Hindi Mini**	**SVP Kannada Malayalam Mini**
MRP (Rs)	45	45	45
DPO List Price (Rs)	36	36	36
Bouquet Code	SB2401019	SB2401020	SB2401021
	Star Suvarna	Star Suvarna	Star Suvarna
	Suvarna Plus	Suvarna Plus	Suvarna Plus
	Star Sports 1 Kannada	Star Sports 1 Kannada	Star Sports 1 Kannada
	Star Sports 2	Star Sports 2	Star Sports 2
	Star Sports 3	Star Sports 3	Star Sports 3
	Star Sports First	Star Sports First	Star Sports First
	National Geographic	National Geographic	National Geographic
	Nat Geo Wild	Nat Geo Wild	Nat Geo Wild
	Hungama TV	Hungama TV	Hungama TV
	Maa TV	Star Plus	Asianet
	SVP Kannada Tamil Mini	**SVP Kannada Marathi Mini**	**SPP Kannada**
MRP (Rs)	45	45	105
DPO List Price (Rs)	36	36	84
Bouquet Code	SB2401022	SB2401023	SB2401024
	Star Suvarna	Star Suvarna	Star Suvarna
	Suvarna Plus	Suvarna Plus	Suvarna Plus
	Star Sports 1 Kannada	Star Sports 1 Kannada	Star Sports 1 Kannada
	Star Sports 2	Star Sports 2	Star Sports 2
	Star Sports 3	Star Sports 3	Star Sports 3
	Star Sports First	Star Sports First	Star Sports First
	National Geographic	National Geographic	National Geographic
	Nat Geo Wild	Nat Geo Wild	Nat Geo Wild
	Hungama TV	Hungama TV	Hungama TV
	Vijay	Star Pravah	Star Sports 1
			Star Sports Select 1
			Star Sports Select 2
			Star Movies
			Star Movies Select
			Fox Life
	SVP Lite HD Kannada	**SPP Lite HD Kannada**	**SVP Malayalam**
MRP (Rs)	77	113	57
DPO List Price (Rs)	61.6	90.4	45.6
Bouquet Code	SB2401025	SB2401026	SB2401027
	Suvarna Plus	Suvarna Plus	Asianet
	Star Sports 1 Kannada	Star Sports 1 Kannada	Asianet Plus
	Star Sports HD1	Star Sports HD2	Asianet Movies
	Star Sports HD2	Star Sports First	Star Sports 1
	Star Sports 3	Star Sports 3	Star Sports 2
	Star Sports First	National Geographic HD	Star Sports 3
	National Geographic HD	Nat Geo Wild HD	Star Sports First
	Nat Geo Wild HD	Hungama TV	National Geographic
	Hungama TV	Star Sports HD1	Nat Geo Wild
		Star Sports Select HD1	Hungama TV

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

		Star Sports Select HD2	
		Star Movies HD	
		Star Movies Select HD	
		Fox Life HD	
	SPP Malayalam	**SVP Lite HD Malayalam**	**SPP Lite HD Malayalam**
MRP (Rs)	105	77	113
DPO List Price (Rs)	84	61.6	90.4
Bouquet Code	SB2401028	SB2401029	SB2401030
	Asianet	Asianet Plus	Asianet Plus
	Asianet Plus	Asianet Movies HD	Asianet Movies HD
	Asianet Movies	Star Sports HD1	Star Sports HD1
	Star Sports 1	Star Sports HD2	Star Sports HD2
	Star Sports 2	Star Sports 3	Star Sports First
	Star Sports 3	Star Sports First	Star Sports 3
	Star Sports First	National Geographic HD	National Geographic HD
	National Geographic	Nat Geo Wild HD	Nat Geo Wild HD
	Nat Geo Wild	Hungama TV	Hungama TV
	Hungama TV		Star Sports Select HD1
	Star Sports Select 1		Star Sports Select HD2
	Star Sports Select 2		Star Movies HD
	Star Movies		Star Movies Select HD
	Star Movies Select		Fox Life HD
	Fox Life		
	SVP Tamil	**SPP Tamil**	**SVP Lite HD Tamil**
MRP (Rs)	45	105	77
DPO List Price (Rs)	36	84	61.6
Bouquet Code	SB2401031	SB2401032	SB2401033
	Vijay	Vijay	Vijay Super HD
	Vijay Super	Vijay Super	Vijay Takkar
	Vijay Takkar	Vijay Takkar	Star Sports 1 Tamil HD
	Star Sports 1 Tamil	Star Sports 1 Tamil	Star Sports HD2
	Star Sports 2	Star Sports 2	Star Sports 3
	Star Sports 3	Star Sports 3	Star Sports First
	Star Sports First	Star Sports First	National Geographic HD
	National Geographic	National Geographic	Nat Geo Wild HD
	Nat Geo Wild	Nat Geo Wild	Hungama TV
	Hungama TV	Hungama TV	
		Star Sports 1	
		Star Sports Select 1	
		Star Sports Select 2	
		Star Movies	
		Star Movies Select	
		Fox Life	
	SPP Lite HD Tamil	**SVP Telugu**	**SPP Telugu**
MRP (Rs)	113	59	105
DPO List Price (Rs)	90.4	47.2	84
Bouquet Code	SB2401034	SB2401035	SB2401036
	Vijay Super HD	Maa TV	Maa TV
	Vijay Takkar	Maa Movies	Maa Movies
	Star Sports 1 Tamil HD	Maa Gold	Maa Gold
	Star Sports HD2	Maa Music	Maa Music

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

	Star Sports First	Star Sports 1 Telugu	Star Sports 1 Telugu
	Star Sports 3	Star Sports 2	Star Sports 2
	National Geographic HD	Star Sports 3	Star Sports 3
	Nat Geo Wild HD	Star Sports First	Star Sports First
	Hungama TV	National Geographic	National Geographic
	Star Sports HD1	Nat Geo Wild	Nat Geo Wild
	Star Sports Select HD1	Hungama TV	Hungama TV
	Star Sports Select HD2		Star Sports 1
	Star Movies HD		Star Sports Select 1
	Star Movies Select HD		Star Sports Select 2
	Fox Life HD		Star Movies
			Star Movies Select
			Fox Life
	SVP Lite HD Telugu	**SPP Lite HD Telugu**	**SVP Kannada Hindi**
MRP (Rs)	77	113	67
DPO List Price (Rs)	61.6	90.4	53.6
Bouquet Code	SB2401037	SB2401038	SB2401039
	Maa Movies HD	Maa Movies HD	Star Plus
	Maa Gold	Maa Gold	Star Bharat
	Maa Music	Maa Music	Star Utsav
	Star Sports 1 Telugu HD	Star Sports 1 Telugu HD	Bindass
	Star Sports HD2	Star Sports HD2	Star Gold
	Star Sports 3	Star Sports First	Star Gold 2
	Star Sports First	Star Sports 3	Star Gold Romance
	National Geographic HD	National Geographic HD	Star Gold Thrills
	Nat Geo Wild HD	Nat Geo Wild HD	Star Utsav Movies
	Hungama TV	Hungama TV	Star Sports 1 Kannada
		Star Sports HD1	Star Sports 2
		Star Sports Select HD1	Star Sports 3
		Star Sports Select HD2	Star Sports First
		Star Movies HD	National Geographic
		Star Movies Select HD	Nat Geo Wild
		Fox Life HD	Star Suvarna
			Suvarna Plus
			Hungama TV
	SVP Hindi Kannada	**SVP Telugu Hindi**	**SVP Hindi Telugu**
MRP (Rs)	67	81	81
DPO List Price (Rs)	53.6	64.8	64.8
Bouquet Code	SB2401040	SB2401041	SB2401042
	Star Plus	Star Plus	Star Plus
	Star Bharat	Star Bharat	Star Bharat
	Star Utsav	Star Utsav	Star Utsav
	Bindass	Bindass	Bindass
	Star Gold	Star Gold	Star Gold
	Star Gold 2	Star Gold 2	Star Gold 2
	Star Gold Romance	Star Gold Romance	Star Gold Romance
	Star Gold Thrills	Star Gold Thrills	Star Gold Thrills
	Star Utsav Movies	Star Utsav Movies	Star Utsav Movies
	Star Sports 1 Hindi	Star Sports 1 Telugu	Star Sports 1 Hindi
	Star Sports 2	Star Sports 2	Star Sports 2
	Star Sports 3	Star Sports 3	Star Sports 3
	Star Sports First	Star Sports First	Star Sports First

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

	National Geographic	National Geographic	National Geographic
	Nat Geo Wild	Nat Geo Wild	Nat Geo Wild
	Star Suvarna	Maa TV	Maa TV
	Suvarna Plus	Maa Movies	Maa Movies
	Hungama TV	Maa Gold	Maa Gold
		Maa Music	Maa Music
		Hungama TV	Hungama TV
	SVP Telugu Hindi Mini	**SVP Kannada Marathi**	**SVP Marathi Kannada**
MRP (Rs)	70	72	79
DPO List Price (Rs)	56	57.6	63.2
Bouquet Code	SB2401043	SB2401044	SB2401045
	Star Plus	Star Pravah	Star Pravah
	Star Gold	Pravah Picture	Pravah Picture
	Star Sports 1 Telugu	Star Plus	Star Plus
	Star Sports 2	Star Utsav	Star Bharat
	Star Sports 3	Bindass	Star Utsav
	Star Sports First	Star Gold	Bindass
	National Geographic	Star Gold 2	Star Gold
	Nat Geo Wild	Star Gold Romance	Star Gold 2
	Maa TV	Star Gold Thrills	Star Gold Romance
	Maa Movies	Star Utsav Movies	Star Gold Thrills
	Maa Gold	Star Sports 1 Kannada	Star Utsav Movies
	Maa Music	Star Sports 2	Star Sports 1 Hindi
	Hungama TV	Star Sports 3	Star Sports 2
		Star Sports First	Star Sports 3
		National Geographic	Star Sports First
		Nat Geo Wild	National Geographic
		Star Suvarna	Nat Geo Wild
		Suvarna Plus	Star Suvarna
		Hungama TV	Suvarna Plus
			Hungama TV
	SVP Tamil Malayalam	**SVP Malayalam Tamil**	**SPP Tamil Malayalam**
MRP (Rs)	63	63	105
DPO List Price (Rs)	50.4	50.4	84
Bouquet Code	SB2401046	SB2401047	SB2401048
	Vijay	Vijay	Vijay
	Vijay Super	Vijay Super	Vijay Super
	Vijay Takkar	Vijay Takkar	Vijay Takkar
	Star Sports 1 Tamil	Star Sports 1	Star Sports 1 Tamil
	Star Sports 2	Star Sports 2	Star Sports 2
	Star Sports 3	Star Sports 3	Star Sports 3
	Star Sports First	Star Sports First	Star Sports First
	National Geographic	National Geographic	National Geographic
	Nat Geo Wild	Nat Geo Wild	Nat Geo Wild
	Asianet	Asianet	Asianet
	Asianet Movies	Asianet Movies	Asianet Movies
	Asianet Plus	Asianet Plus	Asianet Plus
	Hungama TV	Hungama TV	Hungama TV
			Star Sports 1
			Star Sports Select 1
			Star Sports Select 2
			Star Movies

			Star Movies Select
			Fox Life
	SVP Tamil Telugu	**SVP Telugu Tamil**	**SVP Telugu Kannada**
MRP (Rs)	66	66	63
DPO List Price (Rs)	52.8	52.8	50.4
Bouquet Code	SB2401049	SB2401050	SB2401051
	Vijay	Vijay	Maa TV
	Vijay Super	Vijay Super	Maa Movies
	Vijay Takkar	Vijay Takkar	Maa Gold
	Star Sports 1 Tamil	Star Sports 1 Telugu	Maa Music
	Star Sports 2	Star Sports 2	Star Sports 1 Telugu
	Star Sports 3	Star Sports 3	Star Sports 2
	Star Sports First	Star Sports First	Star Sports 3
	National Geographic	National Geographic	Star Sports First
	Nat Geo Wild	Nat Geo Wild	National Geographic
	Maa TV	Maa TV	Nat Geo Wild
	Maa Movies	Maa Movies	Star Suvarna
	Maa Gold	Maa Gold	Suvarna Plus
	Maa Music	Maa Music	Hungama TV
	Hungama TV	Hungama TV	
	SVP Kannada Telugu	**SVP Tamil Kannada**	**SVP Kannada Tamil**
MRP (Rs)	63	52	52
DPO List Price (Rs)	50.4	41.6	41.6
Bouquet Code	SB2401052	SB2401053	SB2401054
	Maa TV	Star Suvarna	Star Suvarna
	Maa Movies	Suvarna Plus	Suvarna Plus
	Maa Gold	Star Sports 1 Tamil	Star Sports 1 Kannada
	Maa Music	Star Sports 2	Star Sports 2
	Star Sports 1 Kannada	Star Sports 3	Star Sports 3
	Star Sports 2	Star Sports First	Star Sports First
	Star Sports 3	National Geographic	National Geographic
	Star Sports First	Nat Geo Wild	Nat Geo Wild
	National Geographic	Vijay	Vijay
	Nat Geo Wild	Vijay Super	Vijay Super
	Star Suvarna	Vijay Takkar	Vijay Takkar
	Suvarna Plus	Hungama TV	Hungama TV
	Hungama TV		
	SVP All South Kannada	**SVP All South**	**SVP Telugu Odia**
MRP (Rs)	105	105	59
DPO List Price (Rs)	84	84	47.2
Bouquet Code	SB2401055	SB2401056	SB2401057
	Star Suvarna	Star Suvarna	Star Kiran
	Suvarna Plus	Suvarna Plus	Maa TV
	Star Sports 1 Kannada	Star Sports 1	Maa Movies
	Star Sports 2	Star Sports 2	Maa Gold
	Star Sports 3	Star Sports 3	Maa Music
	Star Sports First	Star Sports First	Star Sports 1 Telugu
	National Geographic	National Geographic	Star Sports 2
	Nat Geo Wild	Nat Geo Wild	Star Sports 3
	Vijay	Vijay	Star Sports First

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	Vijay Super	Vijay Super	National Geographic
	Vijay Takkar	Vijay Takkar	Nat Geo Wild
	Maa TV	Maa TV	Hungama TV
	Maa Movies	Maa Movies	
	Maa Gold	Maa Gold	
	Maa Music	Maa Music	
	Asianet	Asianet	
	Asianet Movies	Asianet Movies	
	Asianet Plus	Asianet Plus	
	Hungama TV	Hungama TV	
	SVP Odia Telugu	**Disney Kids Pack**	**Disney Hungama Kids Pack**
MRP (Rs)	76	15	15
DPO List Price (Rs)	60.8	12	12
Bouquet Code	SB2401058	SB2401059	SB2401060
	Star Kiran	Disney Channel	Disney Channel
	Star Plus	Super Hungama	Super Hungama
	Star Bharat	Disney Junior	Disney Junior
	Star Utsav		Hungama TV
	Bindass		
	Star Gold		
	Star Gold 2		
	Star Gold Romance		
	Star Gold Thrills		
	Star Sports 1 Hindi		
	Star Utsav Movies		
	Star Sports 2		
	Star Sports 3		
	Star Sports First		
	National Geographic		
	Nat Geo Wild		
	Hungama TV		
	Maa TV		
	Maa Gold		
	Disney Kids Pack HD	**Disney Hungama Kids Pack HD**	**SPP Mini Tamil**
MRP (Rs)	18	18	48
DPO List Price (Rs)	14.4	14.4	38.4
Bouquet Code	SB2401061	SB2401062	SB2401063
	Disney Channel HD	Disney Channel HD	Vijay
	Super Hungama	Super Hungama	Vijay Super
	Disney Junior	Disney Junior	Vijay Takkar
		Hungama TV	Star Sports 1 Tamil
			Star Sports 2
			Star Sports 3
			Star Sports First
			National Geographic
			Nat Geo Wild
			Hungama TV
			Star Movies

Note:

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(i) MRP is per subscriber per month and the same is exclusive of all applicable indirect taxes including but not limited to GST, cess, charges, levies, duties, or similar taxes, as applicable. All applicable taxes shall be charged by STAR and payable by DPO.

(i) This above applicable rates of the Channels rate card shall be read with the Interconnection Regulations and Tariff Order, as amended.

Illustrations pertaining to calculation of the Monthly Subscription Fee

Illustrations pertaining to calculation of the Monthly Subscription Fee of Subscribed A-la-carte Channel(s) [as per clause 5.2.1 of the SLA].

Illustration A:

If the DPO has opted for Star Plus and offers the same on A-la-carte basis to its Subscribers and the Monthly Average Subscriber Level for a particular month reported by the DPO is 10,000 subscribers for Star Plus, then the Monthly Subscription Fee payable by the DPO for that particular month for Star Plus will be calculated as below:

MRP of Star Plus	*INR 19.00*
Less: Distribution Margin (20% of MRP)=	*INR 3.80*
DPO List Price =	*INR 15.20*
Monthly Average Subscriber Level for Star Plus reported by DPO =	*10,000 subscribers*
Monthly Subscription Fee for Star Plus for that month =	*INR 1,52,000 (15.20 x 10,000)*

If the DPO is offering the Subscribed A-la-carte Channels to its Subscribers, in any Bouquet or Bouquets, then the Monthly Subscription Fee for such Subscribed Channels, shall be equal to the DPO List Price of such Subscribed A-la-carte Channels multiplied by the Monthly Average Subscriber Level of each Bouquet or Bouquets in which such Subscribed Channels have been placed.

Illustration B:

If the DPO has opted for Star Plus on A-la-carte basis and has placed Star Plus in package "X" of the DPO. The Monthly Average Subscriber Level for a particular month reported for package X by the DPO is 20,000 subscribers, then the Monthly Subscription Fee payable by the DPO for that particular month for Star Plus will be calculated as

MRP of Star Plus	*INR 19.00*
Less: Distribution Margin (20% of MRP) =	*INR 3.80*
DPO List Price =	*INR 15.20*
Monthly Average Subscriber Level for Package X reported by DPO=	*20,000 subscribers*
Monthly Subscription Fee for Star Plus for that month =	*INR 3,04,000 (15.20 x 20,000)*

Illustration pertaining to calculation of the Monthly Subscription Fee of Subscribed Bouquet(s) [as per clause 5.2.2 of the SLA].

Illustration C:

If the DPO has opted for SVP Hindi and offers the same to its Subscribers and the Monthly Average Subscriber Level for a particular month reported by the DPO is 10,000 subscribers for SVP Hindi, then the Monthly Subscription Fee payable by the DPO for that particular month for SVP Hindi will be calculated as:

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MRP of SVP Hindi =	*INR 59*
Less: Distribution Margin (20% of MRP) =	*INR 11.8*
DPO List Price =	*INR 47.2*
Monthly Average Subscriber Level for SVP Hindi reported by DPO =	*10,000 subscribers*
Monthly Subscription Fee for SVP Hindi for that month =	*INR4,72,000 (47.2 x 10,000)*

Illustration pertaining to Discontinuation or Removal of Channel in a Subscribed Bouquet (as per clause 12 of the SLA).

Illustration D

If Star Gold 2 is discontinued or removed from the Subscribed Bouquet, MRP of SVP Hindi will change from INR 59 to ~ INR 57.11

A-la-carte MRP of Star Gold 2 - INR 3
Sum of A-la-carte MRP of SVP Hindi – INR 93.6

Hence reduction factor
= A-la-carte MRP of discontinued or removed Channel ÷ Sum of A-la-carte of all Subscribed Channels forming part of the Subscribed Bouquet
= 3/93.6 x 100
= 3.2%

Hence new bouquet MRP – INR 59* (1-3.2%): ~ INR 57.11.

ANNEXURE E

TERM AND TERRITORY

TERM

Effective Date - or the date of execution of this SLA (whichever is later)

TERRITORY

Details of agreed areas for Distribution of Subscribed Channels by the DPO

Specific Areas	Corresponding states/ union territories	Servicing Head-end Address
Tamil Nadu, Kerala, Karnataka,Andra Pradesh, Telangana, Pondicherry	**Tamil Nadu, Kerala, Karnataka,Andra Pradesh, Telangana, Pondicherry**	**28/8, Thudiyalur Road, Saravanampatti,Combatore-641035 Tamil Nadu**

ANNEXURE F

INCENTIVE

To enhance access to diverse content comprised in the Channels, STAR is offering Incentive as per applicable Law to the DPO as set out herein below. STAR believes that by availing this Incentive, the DPOs will have the ability to pass on the benefit of this Incentive to the Subscribers and thus making access to Channels more affordable.

The DPO to indicate its intent to avail the Incentive, by mentioning (Yes/No): Yes

By mentioning Yes, the DPO represents and agrees that:

1. The DPO has gone through the Incentive offered by STAR in its entirety and in true spirit and is desirous of availing the Incentives under this SLA.
2. The DPO shall be eligible for the opted Incentive by complying with the respective Incentive qualifying parameters and by providing Qualifying Reports in the formats set out in **Section 3 of this Annexure F**. The DPO shall submit such Qualifying Reports through the DPO Connect Portal**.**
3. On such compliance, the DPO shall share the Qualifying Reports with STAR for calculation of the applicable Incentive. Basis the calculations provided by STAR to DPO and subject to eligibility, STAR shall intimate (emails permitted) the DPO of the entitled incentive value (Eligible Incentive Value) upon receipt of Qualifying Report. On receipt of the same, DPO shall raise duly signed invoices (preferably digitally signed) in accordance with GST Laws towards the Eligible Incentive Value on STAR within 3 days from date of receipt of said intimation from STAR through the DPO Connect Portal**.** The DPO's invoice towards such Eligible Incentive Value shall refer to the GSTIN of STAR included in the STAR'S invoice towards Subscription Fee.
4. The amount payable as per the invoice raised by DPO in accordance with GST Laws towards Eligible Incentive Value (subject to applicable withholding tax/TDS and other deduction as per applicable Laws) shall be adjusted against the outstanding Subscription Fees payable by the DPO to STAR, or where there is no outstanding Subscription Fees, such Eligible Incentive Value shall reflect as a credit balance, provided all the conditions listed under this Annexure F with respect to availing Incentive are met. The Parties agree that such adjustment will be construed as payment of respective fees, as applicable.
5. The Eligible Incentive Value payable by STAR in respect of Incentive shall be exclusive of GST, cess, charges, levies, duties, or similar taxes, as applicable, unless the DPO has opted for the composition scheme in which case the Eligible Incentive Value will be inclusive of GST.
6. In due compliance of its obligations, DPO shall remit the GST so charged (if any) from STAR, subject to a valid invoice / debit note (as well as e-invoice as may be applicable), to the appropriate Government Authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables STAR to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on STAR) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to STAR under its appropriate GST registration under applicable laws for non-payment of taxes charged to STAR or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTN platform), then the DPO shall rectify the said non-compliances/errors to ensure that STAR gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the DPO as above, then STAR shall have the right to set off such shortfall (including any past shortfall under any agreement) against the subsequent payments of the Eligible Incentive Value to the DPO or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the DPO. If the DPO is blacklisted or its compliance rating falls below the prescribed limit, tax charged by the DPO in the invoice would be paid by the STAR only after the credit is reflected on GSTN platform.
7. Eligible Incentive Value to be paid by STAR shall be subject to deductions as prescribed under any applicable Law including but not limited to GST and Income Tax Act, 1961.
8. If at any time during the course of this SLA, the DPO registers itself as a "Casual Taxable Person" for the purpose of GST pursuant to its performance under this SLA, then all invoices will be raised by the DPO for incentive while it is validly registered as a "Casual Taxable Person".
9. If STAR has already paid the Eligible Incentive Value and there is a decrease in the same, then DPO will issue to STAR a credit note for the differential amount. The credit note should be issued in accordance with applicable Laws.

10. If there is an increase in Eligible Incentive Value due to provision of additional [services/goods], then the DPO will issue to STAR a debit note for the differential amount. The debit note should be issued in accordance with applicable GST Law.
11. All invoices, credit notes and debit notes issued by the DPO must set out the various taxes that are charged including but not limited to the GST and must be issued in accordance with the applicable Laws and should be sent to STAR within [7(seven)] days of issuance. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note, then STAR will not be required to pay any such taxes and such taxes will be borne by the DPO.
12. The DPO shall nominate a person who will be single point of contact for STAR for all communication regarding any discrepancy on GSTN reporting by DPO.
13. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under the SLA, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.
14. As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this SLA), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.
15. The DPO's compliance of the terms of this **Annexure F**, shall be in addition to DPO's compliance of the rest of the terms of this SLA.
16. The DPO shall not be entitled for any Incentive(s) in the event-
    - 16.1.1 The DPO fails to comply with any of the terms and conditions of the SLA and/or
    - 16.1.2 The DPO fails to meet any of the Incentive qualifying parameters and/or fails to submit the Qualifying Reports in the prescribed formats as set out in **Section 3 of this Annexure F** on or before the Qualifying Report Deadline and/or
    - 16.1.3 There is a discrepancy between the Subscriber Reports and Qualifying Report submitted by DPO.

With reference to availing Incentive under this **Annexure F** by the DPO, STAR shall have the right to audit the Addressable Systems, CAS, SMS and other related systems of the DPO by an auditor duly authorized by STAR or Empaneled Auditor to verify the DPO's compliance of its obligations, declarations, representations and warranties under this Annexure F including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by the DPO to STAR for availing such Incentive hereunder. If during the Audit it is revealed that the DPO has misrepresented any information contained in the Qualifying Report(s) or any item having a bearing on the computation of the opted Incentive and/ or the Monthly Subscription Fee payable by the DPO, without prejudice to STAR's rights under this SLA and applicable Laws, STAR shall be entitled to revoke the Incentive availed by the DPO and/or if STAR has already paid the Eligible Incentive Value, then the DPO shall be liable to issue a credit note in accordance with applicable GST Laws to STAR of the Eligible Incentive Value already paid by STAR.

INCENTIVE SCHEME

STAR is offering Incentive on all Subscribed Bouquets and Subscribed A-la-Carte Channels, upto a maximum of 15%, subject to fulfillment of all the conditions detailed hereinbelow :-

<table>
<tr><td>Eligibility Conditions</td><td colspan="2">1. Providing the Qualifying Reports as listed in Section 3 below on or before the Qualifying Report Deadline.
2. Fulfilling LCN Rank Requirements for all Subscribed A-la-Carte Channels as detailed hereunder:
a. The DPO shall not deteriorate the LCN Ranks on the EPG for all Subscribed Channels listed in Table 4 under Section 2 below for all head ends of the DPO from the LCN Rank maintained by the DPO in the last week of November 2022.
b. In the event, the DPO has not availed/Subscribed any of the Channels listed in Table 4 under Section 2 below prior to the execution of this SLA or/and prior to November 2022 at one or more of their head-end(s), then upon execution of this SLA, the DPO shall fulfill the LCN Rank Requirement for such Subscribed Channels on the EPG, as laid down in Table 5 under Section 2 below only for those specific head-end(s) and shall also provide the Onetime all Channel line-up as provided in Table C(2) under Section 3. Once the Subscribed Channel has been assigned a particular LCN Rank as per Table 5 under Section 2 below, then the DPO shall not deteriorate the same LCN Rank for the Term of this SLA.</td></tr>
<tr><td rowspan="2">Qualifying Parameters</td><td>PART A

Applicable on all Subscribed A-la-Carte Channels and Bouquets except Disney Channel, Disney Channel HD, Super Hungama, Disney Junior, Disney International HD, Disney Kids Pack, Disney Kids Pack HD, Disney Hungama Kids Pack, Disney Hungama Kids Pack HD</td><td>PART B

Applicable on Disney Channel, Disney Channel HD, Super Hungama, Disney Junior, Disney International HD, Disney Kids Pack, Disney Kids Pack HD, Disney Hungama Kids Pack, Disney Hungama Kids Pack HD</td></tr>
<tr><td>DPOs shall be entitled to Incentive of upto 15% on all Subscribed A-la-carte Channels and Bouquets as mentioned above provided that the DPO satisfies the following condition/s:

Achieving the respective Focus Market Conditions as set out in Section 1 below.

The Penetration for Specified Bouquet(s) and Channel(s) shall be measured by aggregating the Penetrations of all the Specified Bouquet(s) and Channel(s) respectively in each Focus Market.</td><td>DPO shall be entitled to Incentive of 15% on all Subscribed A-la-carte Channels and Bouquets as mentioned above provided that the DPO satisfies the following condition:

a) Achieving a total Bouquet Penetration Level of ≥ 30% of Specified Kids Bouquets on ActivePlatform Subscriber Base.
<table><tr><th>Sr. No.</th><th>Specified Kids Bouquets</th></tr><tr><td>1</td><td>Disney Kids Pack</td></tr><tr><td>2</td><td>Disney Kids Pack HD</td></tr><tr><td>3</td><td>Disney Hungama Kids Pack</td></tr><tr><td>4</td><td>Disney Hungama Kids Pack HD</td></tr></table>
The Penetration for Specified Kids Bouquets shall be measured by aggregating the Penetrations of all the Specified Kids Bouquets as listed above.</td></tr>
<tr><td>Additional Conditions</td><td colspan="2"><u>Audit Report</u>

a) For the DPOs who have not submitted any Audit Report during the past twelve (12) months prior to the date of execution of the SLA, the DPO shall immediately upon execution of this SLA submit the Audit Report under Regulation 15(1) of the Interconnection Regulation failing which STAR</td></tr>
</table>

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	shall be entitled to deduct 1% of the total MRP of all Subscribed A-la-carte Channels and Subscribed Bouquets from the Eligible Incentive Value until submission of the Audit Report. In the event the deduction referred above is higher than the Eligible Incentive Value then the said deduction shall be capped at the Eligible Incentive Value. b) In the event the DPO has submitted any Audit Report during the past twelve (12) months prior to execution of this SLA, the DPO shall submit the Audit Report of the subsequent period immediately upon expiry of twelve (12) months from the date of submission of the last Audit Report referred above. For ex- If the DPO has executed this SLA on February 1, 2024 and has submitted the Audit Report on June 1, 2023 covering the audit period uptil March 31, 2023, the DPO shall be liable to submit the Audit Report for the subsequent period (i.e. period commencing from April 1, 2023) on expiry of twelve (12) months from June 1, 2023 i.e. on or before June 1, 2024. In the event the DPO fails to submit such Audit Report, STAR shall be entitled to deduct 1% of the total MRP of all Subscribed A-la-carte Channels and Subscribed Bouquets from the Eligible Incentive Value until submission of the Audit Report. In the event the deduction referred above is higher than the Eligible Incentive Value then the said deduction shall be capped at the Eligible Incentive Value. c) In the event the DPO has not availed signals of STAR Channels in the twelve (12) preceding months prior to execution of this SLA, the DPO shall submit the Audit Report within twelve (12) months of the execution of this SLA failing which STAR shall be entitled to deduct 1% of the total MRP of all Subscribed A-la-carte Channels and Subscribed Bouquets from the Eligible Incentive Value until submission of the Audit Report. In the event the deduction referred above is higher than the Eligible Incentive Value then the said deduction shall be capped at the Eligible Incentive Value. d) If upon submission of the Audit Report by the DPO, STAR intends to conduct the Audit in accordance with Regulation 15(2) of the Interconnection Regulations, the DPO shall extend full and timely co-operation to STAR. In the event the DPO fails to co-operate or permit STAR to conduct the Audit within the timelines specified by STAR, STAR shall be entitled to deduct 1% of the total MRP of all Subscribed A-la-carte Channels and Subscribed Bouquets from the Eligible Incentive Value until the DPO extends such co-operation and permits such Audit and until such Audit is conducted and the Audit Report for such Audit is submitted to STAR which confirms that the Addressable Systems are free from discrepancies/shortcomings. In the event the deduction referred above is higher than the Eligible Incentive Value then the said deduction shall be capped at the Eligible Incentive Value e) It is hereby clarified that the above clauses (a) to (d) shall continue to apply for the entire Term of this SLA. Note: It is clarified that total deduction as per clause (a) to (d) above in any case shall not exceed 1% of the total MRP of all Subscribed A-la-carte Channels and Subscribed Bouquets.

Definitions

1. **Active Platform Subscriber Base** shall mean the subscribers who have subscribed to broadcasting services from the DPO.
2. **Active Platform SD Subscriber Base** shall mean the Active Platform Subscriber Base who have subscribedfor only SD Channels from the DPO.
3. **Active Platform HD Subscriber Base** shall mean the Active Platform Subscriber Base who have subscribed for one or more HD channels from the DPO.
4. **Baseline LCN No.** shall mean the LCN number of each Subscribed Channel identified and communicated by STAR to the DPO basis the Onetime all Channel Line-up for all STAR and Non STAR channels provided by the DPO for November 2022.
5. **Baseline LCN Rank** shall mean the LCN Rank of each Subscribed Channel identified and communicated

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by STAR to the DPO basis the Onetime all Channel Line-up for all STAR and Non STAR channels provided by the DPO for November 2022.

6. **Focus Market** shall mean the markets as set out in Table 1 (A), Table 1(B) and Table 2 of Section 1 of this Incentive Scheme where the DPO has Active Platform Subscriber Base.
7. **Hindi Speaking Markets (HSM)** shall mean all States & Union Territories (UT) excluding West Bengal, Maharashtra, Odisha, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura, Sikkim, Assam, Goa, Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry,
8. **NESA** shall mean the States of Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura, Sikkim and Assam.
9. **LCN Rank** shall mean the relative position of the channel in the relevant genre and language on the DPO's EPG. For the purpose of calculation of LCN Rank of any Subscribed Channel in the relevant genre and language on the DPO's EPG, only the Registered Satellite Television Channel(s) appearing on the designated LCN on the EPG will be considered. If the DPO inserts or places any Registered Satellite Television Channel(s) before the Subscribed Channel(s), the same shall tantamount to deterioration of LCN Rank and such deterioration will amount to non-fulfillment of clause 2 (a) and clause 2 (b) of the Eligibility conditions listed in this Annexure (**Refer to Example 5 under Section 2 LCN Rank Requirement**).
10. **Penetration** shall mean the Active Subscribers of a Subscribed Channel divided by the Active Platform Subscriber Base of the DPO. Penetration shall be expressed in percentage (%).
11. **Qualifying Report** shall mean the reports to be provided by the DPO in the format as set out in Section 3
12. **Qualifying Report Deadline** shall mean seventh (7th) day from the end of each calendar month, on or before which, the DPO must provide the Qualifying Report to STAR.
13. **Registered Satellite Television Channel(s)** shall mean the television channels which have been granted permission for downlinking by the Ministry of Information and Broadcasting, Government of India under the policy guidelines issued or amended by it from time to time.
14. **Specified Kids Bouquets** are defined in Table 3 (A) of Section 1.
15. **Specified Bouquets** for each Focus Market are defined in Table 3 (B) of Section 1.
16. **Specified Sports Channels** are defined in Table 3 (C) of Section 1.

Note:

1. For the purpose of calculation of Active Platform Subscriber Base, Active Platform SD Subscriber Base Active Platform HD Subscriber Base and Penetration percentage (%) for a particular month, the average subscriber numbers of 7th, 14th, 21st, & 28th of that particular month will be considered.

SECTION 1 - Penetration Requirement and Incentive

1) DPO shall be eligible for Incentive in the respective Focus Market upon achieving the Penetration requirement for Specified Bouquets AND Channel(s) as per Table 1(A), Table 1(B) and Table 2 below.
2) It is clarified that to measure the Penetration of any Channel, the aggregate penetration of SD and HD variants will be counted on the Active Platform Subscriber Base of the DPO. [Refer Example 4 below].

Example 1: A DPO operates in Kerala. DPO has an Active Platform Subscriber Base of 10,000. The DPO has 7000 Active Subscribers for Asianet and 1000 Active Subscribers for Asianet HD. The Penetration of Asianet will be measured as – [(7000 + 1000)/10,000] = 80%.

DPO must provide minimum Penetration as listed in Table 1 (A), Table 1 (B) and Table 2 in each Focus Markets where the DPO is present, to be eligible for Incentives in respective Focus Market.

Table 1 (A)

Specified Bouquets/Channels	Andhra Pradesh, Telangana		Karnataka		Hindi Speaking Markets (HSM)		Maharashtra and Goa		NESA	
	Part 1	Part 2	Part 1	Part 2	Part 1	Part 2	Part 1	Part 2	Part 1	Part 2
Eligible Incentive %	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%
Specified Kids Bouquets* [Refer Table 3 (A) Below]	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Specified Bouquets [Refer Table 3 (B) Below]		80%		80%		85%		80%		85%
Specified Sports Channels [Refer Table 3 (C) Below]	90%		80%		80%		80%		80%	
Maa TV	90%									
Maa Movies	90%									
Star Suvarna			80%							
Suvarna Plus			80%							
Star Plus					80%		80%			
Star Gold					65%					
Star Pravah							80%			
Aggregate of Star Plus and Star Jalsha**									80%	
Aggregate of Star Gold and Jalsha Movies**									65%	

* Kindly refer to Note 1 under Table 2.

**It is clarified that Penetration of Star Plus and Star Jalsha shall be aggregated uniquely (A-la-carte Subscriber count of Star Plus and Star Jalsha added along with the Subscriber count of Specified Bouquets which contain either Star Plus or Star Jalsha or both) to evaluate eligibility [Refer example below].

Example: DPO has an Active Platform Subscriber Base of 5000. DPO has Active Subscribers as shown below. Aggregate of Star Plus and Star Jalsha Penetration will be calculated as [(A)+(B)+(C)+(E)+(F)]/Active Platform Subscriber Base i.e. 4400/5000=88%.

Subscribed Bouquet/Channels	Active Subscribers
SVP Hindi (A)	2000
SVP Bengali Hindi (B)	1500
SPP Bengali Hindi (C)	500
SVP Tamil (D)	450
Star Plus (E)	200
Star Jalsha (F)	200

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Similarly, the Penetration Levels of Star Gold and Jalsha Movies shall also be aggregated in the same manner (A-la-carte Subscriber count of Star Gold and Jalsha Movies added along with the Subscriber count of Specified Bouquets which contain either Star Gold or Jalsha Movies or both).

Table 1 (B):

The Focus Market Conditions for Kerala, Lakshadweep and Tamil Nadu, Puducherry markets is laid out in Table 1 (B). DPO may avail Incentive in ANY ONE of the distinct Options

Specified Bouquets/Channels	Kerala, Lakshadweep			Tamil Nadu, Puducherry		
	Option 1			Option 1		
	Part 1	Part 2	Option 2	Part 1	Part 2	Option 2
Eligible Incentive %	7.5%	7.5%	15.0%	7.5%	7.5%	15.0%
Specified Kids Bouquets* [Refer Table 3 (A) Below]	10%	10%		10%	10%	
Specified Bouquets [Refer Table 3 (B) Below]		90%	95%		80%	95%
Specified Sports Channels [Refer Table 3 (C) Below]	90%			80%		
Asianet	90%					
Asianet Movies	90%					
Vijay				80%		
Vijay Super				80%		

* Kindly refer to Note 1 under Table 2.

Table 2:

The Focus Market Conditions for West Bengal and Odisha markets is laid out in Table 2. In these markets,the DPO may avail Incentive in ANY ONE of the distinct Penetration Slabs defined in Table 2

Specified Bouquets/Channels	West Bengal		Odisha	
	Slab 1 (10% Incentive)	Slab 2 (15% Incentive)	Slab 1 (10% Incentive)	Slab 2 (15% Incentive)
Specified Kids Bouquets* [Refer Table 3 (A) Below]	10%	10%	10%	10%
Specified Bouquets [Refer Table 3 (B) Below]	50%	75%	50%	50%
Specified Sports Channels [Refer Table 3 (C) Below]	60%	75%	60%	75%
Star Jalsha	80%	80%		
Jalsha Movies	70%	80%		
Star Kiran			80%	80%

***Note 1** - Achieving Penetration Level of 10% for Specified Kids Bouquet on the Active Platform Subscriber Base of the DPO will also be considered as meeting Specified Kids Bouquet Penetration % ask for each market where the

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CE041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

DPO is present. [Refer Example below]:

Example: DPO has presence in Tamil Nadu, Karnataka and Kerala. DPO has Active Subscribers of Disney Kids Pack and Active Platform Subscriber Base as shown below:

Market	Tamil Nadu	Karnataka	Kerala	All Markets where DPO is present
Subscribed Bouquet	Active Subscribers (A)	Active Subscribers (B)	Active Subscribers (C)	Total Active Subscribers (D)= [(A)+(B)+(C)]
Disney Kids Pack	2000	1500	500	4000

Market	Tamil Nadu	Karnataka	Kerala	All Markets where DPO is present
	(E)	(F)	(G)	Total Active Platform Subscriber Base (H)= [(E)+(F)+(G)]
Active Platform Subscriber Base	8000	6500	6000	20500

Hence, Penetration % will be calculated for each Market and All Markets where DPO is present as below:

Market	Tamil Nadu	Karnataka	Kerala	All Markets where DPO is present
	(A)/(E)	(B)/(F)	(C)/(G)	(D)/(H)
Penetration %	25.0%	23.1%	8.3%	19.5%

DPO is meeting 10% Specified Kids Bouquet Penetration % ask on Active Platform Subscriber Base as shown above even though it is not meeting Specified Kids Bouquet Penetration % ask of 10% in Kerala. In this scenario DPO will be considered meeting Kerala Penetration % ask for Specified Kids Bouquet and will be eligible for Incentive in Kerala subject to meeting other requirements of the Incentive Scheme.

Table 3 (A) –Specified Kids Bouquets

Sr. No.	Specified Kids Bouquets
1	Disney Kids Pack
2	Disney Kids Pack HD
3	Disney Hungama Kids Pack
4	Disney Hungama Kids Pack HD

Table 3 (B) – Specified Bouquets in each Focus Market

Andhra Pradesh, Telangana	Karnataka	Kerala, Lakshadweep	Tamil Nadu, Puducherry	Hindi Speaking Markets (HSM)	NESA
Combination of – 1. All SVP and SPP of bouquet type "SD" as defined in Section B of Annexure D, excluding SVP Odia Hindi Mini 2. SVP Lite HD Telugu + SPP Lite HD Telugu OR Maa HD, whichever is lower *** 3. SVP Lite HD Kannada+ SPP Lite HD Kannada OR Star Suvarna HD, whichever is lower *** 4. SVP Lite HD Malayalam+ SPP Lite HD Malayalam OR Asianet HD, whichever is lower *** 5. SVP Lite HD Tamil+ SPP Lite HD Tamil OR Vijay HD, whichever is lower *** 6. SVP Lite HD Hindi+ SPP Lite HD Hindi + SVP Marathi Lite Hindi HD+ SPP Marathi Lite Hindi HD + SVP Bengali Lite Hindi HD+ SPP Bengali Lite Hindi HD+ SVP Odia Lite Hindi HD+ SPP Odia Lite Hindi HD OR Star Plus HD, whichever is lower ***					

Maharashtra and Goa	West Bengal	Odisha
SVP Marathi Hindi	SVP Bengali Hindi	SVP Odia Hindi
(SVP Marathi Lite Hindi HD+ SPP Marathi Lite Hindi HD) OR Star Plus HD, whichever is lower ***	(SVP Bengali Lite Hindi HD+ SPP Bengali Lite Hindi HD) OR Star Plus HD, whichever is lower ***	(SVP Odia Lite Hindi HD+ SPP Odia Lite Hindi HD) OR Star Plus HD, whichever is lower ***
SPP Marathi Hindi	SPP Bengali Hindi	SPP Odia Hindi
SVP Kannada Marathi		SVP Telugu Odia
SVP Marathi Kannada		SVP Odia Telugu

***[Refer Examples below]**

Example 2: DPO has 1000 Active Subscribers for SVP Lite HD Telugu and 500 Active Subscribers for Maa HD. The Bouquet count for (SVP Lite HD Telugu + SPP Lite HD Telugu) will be considered as 500.

Example 3: The DPO has 1000 Active Subscribers for SVP Lite HD Telugu, 500 Active Subscribers for SPP Lite HD Telugu and 1200 Active Subscribers for Maa HD. The Bouquet count for (SVP Lite HD Telugu + SPP Lite HD Telugu) will be considered as 1200.

Example 4: The DPO has 1000 Active Subscribers for SVP Lite HD Telugu, 300 Active Subscribers for SPP Lite HD Telugu and 1500 Active Subscribers for Maa HD. The Bouquet count for (SVP Lite HD Telugu + SPP Lite HD Telugu) will be considered as 1300.

Table 3 (C) –Specified Sports Channels

Sr. No.	Specified Sports Channels
1.	Star Sports 1 Hindi
2.	Star Sports 1 Tamil

3.	Star Sports 1 Telugu
4.	Star Sports 1 Kannada
5.	Star Sports 1
6.	Star Sports HD1
7.	Star Sports 1 HD Hindi
8	Star Sports 1 Tamil HD
9	Star Sports 1 Telugu HD

SECTION 2: LCN Rank Requirements

As part of the Eligibility Conditions, DPO must not deteriorate the LCN Rank on the EPG across all its head-ends for all the following channels detailed in Table 4, from that provided in the last week of November 2022.

Table 4 - List of Channels

Sr. No.	Channels	Sr. No.	Channels
1	Star Plus	24	Star Plus HD
2	Star Bharat	25	Star Bharat HD
3	Star Utsav	26	Star Gold HD
4	Star Gold	27	Star Gold 2 HD
5	Star Gold 2	28	Star Jalsha HD
6	Star Jalsha	29	Jalsha Movies HD
7	Jalsha Movies	30	Vijay HD
8	Star Pravah	31	Star Suvarna HD
9	Maa TV	32	Asianet HD
10	Maa Movies	33	Star Movies HD
11	Vijay	34	Star Sports HD1
12	Vijay Super	35	Star Sports 1 HD Hindi
13	Asianet	36	Maa HD
14	Asianet Movies	37	Maa Movies HD
15	Star Suvarna	38	Star Pravah HD
16	Star Movies	39	Star Kiran HD
17	Star Sports 1	40	Pravah Picture HD
18	Star Sports 1 Hindi	41	Vijay Super HD

19	Star Sports 1 Tamil	42	Asianet Movies HD
20	Star Sports 1 Kannada	43	Star Sports 1 Tamil HD
21	Star Sports 1 Telugu	44	Star Sports 1 Telugu HD
22	Star Kiran		
23	Pravah Picture		

In case the DPO has not availed any of the above channels in November 2022,the DPO must fulfil the LCN Rank Requirement condition as set out in Table 5 for all such Channels.

Table 5 – LCN Rank Requirements [Only applicable for Channel(s) not availed/Subscribed by DPO prior to last week of November 2022]

Sr. No.	Channel	Genre	LCN Rank
1	Star Plus	General Entertainment (Hindi)	Top 3
2	Star Bharat	General Entertainment (Hindi)	Top 7
3	Star Utsav	General Entertainment (Hindi)	Top 20
4	Star Gold	Movies (Hindi)	Top 3
5	Star Gold 2	Movies (Hindi)	Top 6
6	Star Movies	Movies (English)	Top 3
7	Star Sports 1	Sports	Top 3
8	Star Sports 1 Hindi	Sports	Top 6
9	Star Sports 1 Tamil	Sports	Top 13
10	Star Sports 1 Kannada	Sports	Top 14
11	Star Sports 1 Telugu	Sports	Top 15
12	Maa TV	General Entertainment (Telugu)	Top 4
13	Maa Movies	Movies (Telugu)	Top 4
14	Star Pravah	General Entertainment (Marathi)	Top 4
15	Star Jalsha	General Entertainment (Bengali)	Top 3
16	Jalsha Movies	Movies (Bengali)	Top 3
17	Star Suvarna	General Entertainment (Kannada)	Top 5
18	Vijay	General Entertainment (Tamil)	Top 4

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19	Vijay Super	General Entertainment (Tamil)	Top 10
20	Asianet	General Entertainment (Malayalam)	Top 3
21	Asianet Movies	Movies (Malayalam)	Top 3
22	Star Plus HD	General Entertainment (Hindi)	Top 3
23	Star Bharat HD	General Entertainment (Hindi)	Top 7
24	Star Gold HD	Movies (Hindi)	Top 3
25	Star Gold 2 HD	Movies (Hindi)	Top 10
26	Star Movies HD	Movies (English)	Top 3
27	Star Sports HD1	Sports	Top 3
28	Star Sports 1 HD Hindi	Sports	Top 5
29	Maa HD	General Entertainment (Telugu)	Top 4
30	Maa Movies HD	Movies (Telugu)	Top 4
31	Star Pravah HD	General Entertainment (Marathi)	Top 4
32	Star Jalsha HD	General Entertainment (Bengali)	Top 3
33	Jalsha Movies HD	Movies (Bengali)	Top 3
34	Vijay HD	General Entertainment (Tamil)	Top 4
35	Star Suvarna HD	General Entertainment (Kannada)	Top 4
36	Asianet HD	General Entertainment (Malayalam)	Top 3
37	Pravah Picture	Movies (Marathi)	Top 3
38	Star Kiran	General Entertainment (Odia)	Top 4
39	Star Kiran HD	General Entertainment (Odia)	Top 1
40	Pravah Picture HD	Movies (Marathi)	Top 2
41	Vijay Super HD	General Entertainment (Tamil)	Top 5
42	Asianet Movies HD	Movies (Malayalam)	Top 1
43	Star Sports 1 Tamil HD	Sports	Top 13
44	Star Sports 1 Telugu HD	Sports	Top 15

For further clarification on calculating the LCN Rank of Subscribed Channel in the relevant genre and language refer example 5 below:

Example 5:

1. LCN Rank calculation of channel "Delta"

LCN	Channel Name	Channel Type	Rank
101	Alpha	Registered Satellite Television Channel	1
102	Beta	Registered Satellite Television Channel	2
103	ABC	Non -Registered Satellite Television Channel	NA
105	Gama	Registered Satellite Television Channel	3
107	Charlie	Registered Satellite Television Channel	4
108	XYZ	Non -Registered Satellite Television Channel	NA
109	**Delta**	**Registered Satellite Television Channel**	**5**

LCN Rank of Channel "Delta" is 5 as only the Registered Satellite Television Channels appearing on the designated LCN on the EPG are considered.

2. LCN Rank calculation of channel "Delta"

LCN	Channel Name	Channel Status	Rank
101	Alpha	Registered Satellite Television Channel	1
102	Beta	Registered Satellite Television Channel	2
103	Tango	Registered Satellite Television Channel	3
105	Gama	Registered Satellite Television Channel	4
106	Zulu	Registered Satellite Television Channel	5
107	Charlie	Registered Satellite Television Channel	6
108	XYZ	Non -Registered Satellite Television Channel	NA
109	**Delta**	**Registered Satellite Television Channel**	**7**

LCN Rank of Channel "Delta" is 7 due to the below changes done in line-up:

1. LCN 103 replaced with Registered Satellite Television channel "Tango"
2. Registered Satellite Television Channel "Zulu" inserted on Blank LCN 106

3. LCN Rank calculation of channel "Delta"

LCN	Channel Name	Channel Status	Rank
101	Alpha	Registered Satellite Television Channel	1
102	Beta	Registered Satellite Television Channel	2

103	Tango	Registered Satellite Television Channel	3
105	Gama	Registered Satellite Television Channel	4
106	Zulu	Registered Satellite Television Channel	5
108	XYZ	Non -Registered Satellite Television Channel	NA
109	**Delta**	**Registered Satellite Television Channel**	**6**

LCN Rank of Channel "Delta" is 6 as the Registered Satellite Television Channel on LCN 107 “Charlie” is removed from EPG.

Section 3: Qualifying Reports

Table A: DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

No.	State	SubscriberBase	Subs Count as on 7th day of the month	Subs Count as on 14th day of the month	Subs Count as on 21st day of the month	Subs Count as on 28th day of the month	Monthly Average Active Subscribers
	(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	State 1	Active Platform SD Subscriber Base					
2	State 1	Active Platform HD Subscriber Base					

DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

Table B (1): For all Subscribed Bouquets the DPO shall provide the bouquet level reports in the same format as detailed below –

State	Bouquet Code	Bouquet Name	Subs Count as on 7th day of the month	Subs Count as on 14th day of the month	Subs Count as on 21st day of the month	Subs Count as on 28th day of the month	Month & Year

Table B (2): For all Subscribed A-la-carte Channels the DPO shall provide the channel level reports in the same format as detailed below

State	ALC Code	A-l-a-carte Channel Name	Subs Count as on 7th day of the month	Subs Count as on 14th day of the month	Subs Count as on 21st day of the month	Subs Count as on 28th day of the month	Month & Year

Table C:

LCN Report:

Table C(1): Monthly LCN line-up format

To be provided each month for all Star Channels carried by the DPO on its Headend (HE). Separate report to be provided for each Headend and in the event if any Headend is catering to multiple territories each with a distinct LCN lineup, a report to be provided for each such territory with respective LCN lineup in the format below:

DPO ID	DPO Name	Star Channel Name	Genre	HE Location (HE to be added in case on multiple HE's)	Servicing State (State to be added in case line-up is different)	Servicing City (City to be added in case line-up is different)	Baseline LCN No.	Baseline LCN Rank	LCN No. for the Month	LCN Rank for the Month	Month - Year

Table C(2): Onetime all Channel line-up format

Separate report to be provided for each Headend and in the event if any Headend is catering to multiple territories each with a distinct LCN line-up, a report to be provided for each such territory with respective LCN line-up in the format below:

Onetime all Channel line-up For **ALL STAR and Non-STAR** channels carried by the DPO on the Head-end						
Sr No.	**Name of channel**	**Genre**	**HE Location (HE to be added in case on multiple HE's)**	**Servicing State (State to be added in case line-up is different)**	**Servicing City (City to be added in case line-up is different)**	**LCN for the month**
1						
2						
3						
4						
5						

6						

Templates of all Qualifying Reports (in Microsoft Excel):

The DPO can obtain the Qualifying Reports format in Microsoft Excel upon request from STAR and the same is available on the DPO Connect Portal and STAR's Website.

ANNEXURE G

EQUIPMENT DETAILS

I. Registration No. (under the Cable Television Networks (Regulation) Act, 1995, DTH Guidelines, HITS Guidelines, IPTV Guidelines, as amended, as applicable)– **N-45009/9/2023-DAS**

II. Address in the Registration Certificate - **B6, 2nd Floor, Vue Grande, 339, Chinnaswamy Road, Siddhapudhur, Coimbatore TA/Dist.- Coimbatore, State - Tamil Nadu - 641044**

III. Details of Head-end, Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by DPO

IV. Installation Address(es) of CAS and SMS server

	Details of CAS/DRM & SMS deployed by the DPO								
	CAS/DRM					**SMS**			
Sl. No.	**Make**	**Version**	**Network ID**	**CAS ID**	**CAS Server installation address**	**Make**	**Version**	**Network ID**	**SMS Server installation address**
1	**Smart Digital Service**	**2024.01**	**2**	**9005**	**28/8, Thudiyalur Road,Saravanampatti, Coimbatore- 641035 State- Tamil Nadu**	**Neeladri Software Solitions Pvt Ltd**	**1.4.1**	**2**	**28/8, Thudiyalur Road,Saravanampatti, Coimbatore- 641035 State- Tamil Nadu**
2									
3									
4									
5									

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

V. Viewing Card and & IRD Details (DPO to declare the entire list and attach extra sheet if required):

Channel	**IRD/PIRD/CAM No.**	**Viewing Card No.**	**IRD/PIRD placed Headend Details**	
			Name of the Headend	**Address of the Headend**
As per Attachment	**As per Attachment**	**As per Attachment**	**As per Attachment**	**As per Attachment**

VI. **List of LCO (applicable if DPO is an MSO):** (DPO to declare the entire list and attach extra sheet if required)

ANNEXURE H

Interconnect Agreement details

Subscription License Agreement dated for the period commencing from to , including amendments (if any), executed between STAR and DPO.

ANNEXURE I

Invoice Address and GSTIN

S. No.	States / Union Territories ("UT") within the Territory	GSTIN (to be used for billing the subscribers for these States/UT)	Full Address for this location as per GST registration certificate
1.	Andaman & Nicobar Islands		
2.	Andhra Pradesh		
3.	Arunachal Pradesh		
4.	Assam		
5.	Bihar		
6.	Chandigarh		
7.	Chattisgarh		
8.	Dadra & Nagar Haveli		
9.	Daman & Diu		
10.	Delhi		
11.	Goa		
12.	Gujarat		
13.	Haryana		
14.	Himachal Pradesh		
15.	Jammu & Kashmir		
16.	Jharkhand		
17.	Karnataka		
18.	Kerala		
19.	Lakshadweep		
20.	Madhya Pradesh		
21.	Maharashtra		
22.	Manipur		
23.	Meghalaya		

24.	Mizoram		
25.	Nagaland		
26.	Odisha		
27.	Puducherry		
28.	Punjab		
29.	Rajasthan		
30.	Sikkim		
31.	Tamil Nadu	**33CCJPS4784G2Z5**	**28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti, Coimbatore, Tamil Nadu, 641035**
32.	Telangana		
33.	Tripura		
34.	Uttar Pradesh		
35.	Uttarakhand		
36.	West Bengal		

Please attach the attested copies of the GST registration certificate(s) of the GSTINs provided above.

ANNEXURE J
Additional Disclosures

	Yes	No
Conflict of Interest: Whether the DPO is a related party to any STAR employee?		✓

If yes, please provide details:

_____

_____

_____

_____

Whether the DPO is a state-owned enterprise or a Govt Company?		✓

If yes, please provide details:

_____

_____

_____

_____

_____

_____

Whether Key Management Personnel from DPO is a Govt Official?		✓

If yes, please provide details:

_____

_____

_____

_____

_____

_____
For DPO

The Stamp Duty of total value INR 600 has been paid for this Agreement vide Stamp Paper Nos (CF041089 and 86AA270288) in no sequential order, and the same has been mentioned in the subsequent page of this Agreement.

Stamp Duty Payment Details

Stamp Reference Number	Stamp Duty Amount (INR)
CF041089	500
86AA270288	100
Total Amount Paid	600

REFERENCE INTERCONNECT OFFER ("RIO") OF SUN TV NETWORK LIMITED – FOR MULTI SYSTEM OPERATOR*

This Reference Interconnect Offer ("**RIO**") published by SUN (as defined below), specifying the technical and commercial terms and conditions, in conformance with the Interconnection Regulations (as defined below), the Tariff Order (as defined below) and the QoS Regulations (as defined below) (collectively referred to as "**TRAI Regulations**"), is the basis which MSO (as defined below) may seek interconnection with SUN for re-transmission of the Channels (as defined below). This RIO contains the technical and commercial terms and conditions relating to, including but not limited to, maximum retail price per month of pay channel, maximum retail price per month of bouquet of pay channels, discounts, if any, offered on the maximum retail price, distribution fee, manner of calculation of 'TVCH's share of maximum retail price', genres of pay channels and other necessary conditions.

SUN has designated few persons, whose coordinates are mentioned below ("**Contact" Person**"), to receive requests for interconnection from MSOs and grievance redressal thereof:

For Tamil Nadu & Puducherry

Mr. Neil George
Phone: 044-44676767
E-mail: neil.g@tvch.in

SUN has also devised an application form for request of signals of the Channel(s) in accordance with **Schedule II** of the Interconnection Regulations (as set out in **Schedule C** of this Agreement). Any MSO desirous of obtaining signals of the Channel(s) is required to make written request in such application form to the Contact Person in their jurisdiction. Along with such request, MSO is also required to provide certificate/report evidencing that the Addressable System to be used by the MSO for re-transmission of the signals of the Channel(s) meet the requirements as specified in the **Schedule III** of the Interconnection Regulations and **Schedule A** of this Agreement.

Upon receipt of such request from the MSO together with all requisite documents and/or before execution of the Interconnection Agreement and/or before providing the signals of the Channel(s) to the MSO, if SUN is of the opinion that the Addressable System to be used by the MSO does not meet the requirements specified in **Schedule III** of the Interconnection Regulations and **Schedule A** of this Agreement, it may cause an audit of MSO's Addressable System.

***This Reference Interconnect Offer has been filed in compliance with Clause 7 of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time, including amended notified via Press Release No. 73/2022 issued by the TRAI on November 22,2022 and is without prejudice to (i) TVCH's/SUN's rights to make changes as per applicable laws and (ii) subject to the final outcome of any appeal/litigation and/or any regulatory changes having bearing on the TRAI Regulations.**

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INTERCONNECTION AGREEMENT [MULTI SYSTEM OPERATOR]

Agreement No: SA _____

SMS Reference No: _____

Distributor Reference _____

Customer Reference No: _____

Affix passport-size photograph of the authorized signatory & sign on the same such that half the signature is on the page and other half is on the photograph.

This License Agreement is executed on this __ day of _____, 20__ by and between:

Sun TV Network Limited, a company incorporated under the Companies Act,1956, having its registered office at Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai - 600 028 (hereinafter referred to as "**SUN**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns), through its authorized agent, TVCH Distribution Services Private Limited, a company incorporated under the Companies Act,2013, having its registered office at No.229,Kutchery Road, Mylapore , Chennai - 600 004 (hereinafter referred to as "**TVCH**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns).

and

Licensee (M/s): _____

Licensee's Status: Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ Other ☐

DAS License No: _____

Valid From: _____ Valid Up to: _____

Registered Area: _____

Area: Refer **Annexure F**

PAN No.: _____

GST Registration No.: _____

TAN No.: _____

Entertainment Tax Registration No.: _____

Correspondence Address: _____
_____

Tel. No.: _____ Fax No.:_____

Contact Person Name, Mobile No. & E-mail ID: _____

Installation Address: _____
_____

Tel. No.: _____ Fax No.:_____

Contact Person Name, Mobile No. & E-mail ID: _____

Name of Authorized Signatory (Mr./Ms.): _____

[hereinafter referred to as **"Licensee"**, which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("HUF")].

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The expression of the terms 'TVCH' and 'Licensee' may hereinafter individually and collectively be referred to as "**Party**" and "**Parties**", respectively.

WHEREAS:

A. SUN is the Broadcaster (as defined below) of the Channels (as defined below). TVCH has been appointed by SUN as its authorized agent and TVCH has been authorized to act for and on behalf of SUN to (a) license the Channels, inter alia, to the Multi System Operators (as defined below) in the Territory (as defined below), (b) raise invoices and collect the Monthly License Fees (as defined below) from such Multi System Operators, and (c) create rights and obligation that are contractually binding in nature and enforceable at law.

B. The Licensee is a Multi System Operator authorized to operate in the Registered Area (as defined below).

C. The Licensee is desirous to license the Subscribed Channels for further retransmission through its Addressable System (as defined below) to the Subscribers (as defined below) in the Area (as defined below) and in this regard, has approached SUN's authorized agent, TVCH. TVCH, on behalf of SUN, is willing to license the Subscribed Channels (as defined below) to the Licensee for further retransmission through its Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: -

1. DEFINITION:

In this Agreement, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder. Additionally, there are other defined terms in the body of the Agreement which shall have such respective meaning as have been assigned to them in the body of the Agreement.

(i) "**Addressable System**" means an electronic device, (which includes hardware and its associated software) or more than one electronic device put in an integrated system, through which transmission of the programmes, including re-transmission of the signals of the Subscribed Channels can be done in an encrypted form by the Licensee, and which can be decoded by the Set Top Box at the premises of the Subscriber within limits of the authorization made on the choice and request of such Subscriber and includes the Subscriber Management System and the Conditional Access System of the Licensee.

(ii) "**Affiliated Cable Operators**" means the Cable Operators who have been specifically authorized by the TVCH in writing under this Agreement to receive signals of the Subscribed Channels from the Licensee and retransmit the signals to the Subscribers in the Area. A list of such cable operators and their respective area of operation is annexed hereto and marked as **Annexure F**.

(iii) "**Agreement**" means this License Agreement together with its Schedules and Annexes.

(iv) "**Applicable Laws**" means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.

(v) "**Area"** means specific areas to be catered by the Licensee (either directly or through the Affiliated Cable Operators) (within the Registered Area and the Territory) for which distribution of the Subscribed Channels as have been mutually agreed between TVCH and the Licensee, and more explicitly specified in **Annexure F** of this Agreement.

(vi) "**Bouquet**" or "**Bouquet of Channels**" means an assortment of the Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly

(vii) "**Broadcaster**" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services.

(viii) "**Conditional Access System**" or "**CAS**" means conditional access system installed at the Licensee's headend that enables the Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.

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(ix) "**Cable Operator**" means any person who provides the Cable Services through the Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network and fulfills the prescribed eligibility criteria and conditions.

(x) "**Cable Services**" means the transmission by cable of the programmes including retransmission of the signals of the television channels by cable.

(xi) "**Cable Television Network**" means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide the Cable Service for reception by multiple subscribers.

(xii) "**Central Government**" means Government of India.

(xiii) "**Channels**" means the satellite television channels owned by SUN, the names and genres of which are specified in **Annexure A** of this Agreement, which has been granted permission for downlinking by the Central Government under the policy guidelines issued and amended by it from time to time.

(xiv) "**Confidential Information**" means any confidential information disclosed by TVCH to the Licensee while the Licensee is participating in the affairs/business of TVCH and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by TVCH during the Term.

(xv) "**Distribution Fee**" means a percentage of MRP of each of the Subscribed Channels payable by TVCH to the Licensee towards fee for distribution of each of the Subscribed Channels as more specifically specified in **Annexure B** and **Annexure B-1** of this Agreement.

(xvi) "**Distributor Retail Price**" or "**DRP**" means the maximum retail price of each of the a-la-carte channels and bouquet of pay channels offered by the Licensee to the Subscribers, excluding taxes.

(xvii) "**Effective Date**" means **_____**.

(xviii) "**Effective Price**" means the price against each channel as appearing in Annexure B-1 for the purpose of computing Incentive/ discount as defined by regulation.

(xix) "**Equipment**" means equipment comprising of digital satellite receivers/professional integrated receiver decoder, viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure C** hereto, which enables the Licensee decrypt the encrypted signals of the Subscriber Channels.

(xx) "**Electronic Programme Guide**" or "**EPG**" means a program guide maintained by the Licensee that list the television channels subscribed by the Licensee and provides for corresponding programmes, scheduling and programme information and includes any enhanced guide that allows Subscribers to navigate and select such available channels and programmes.

(xxi) "**Execution Requirements**" means all documents/information required by TVCH from the Licensee to facilitate execution of the Agreement and includes all documents/information listed in **Annexure D** of this Agreement.

(xxii) "**Incentive Scheme**" means the incentive scheme offered by TVCH as specified in **Annexure B-2 and Annexure B-4** of this Agreement

(xxiii) "**Intellectual Property**" means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logs, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.

(xxiv) "**Interconnection Regulations**" means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (as amended from time to time).

(xxv) "**Maximum Retail Price**" or "**MRP**" means the maximum retail price per subscriber per month, excluding taxes, of each of the a-la-carte pay channels and bouquet of pay channels offered by TVCH as more specifically specified in **Annexure B** and **Annexure B-1** of this Agreement, respectively.

(xxvi) "**MIB**" means the Ministry of Information & Broadcasting in India.

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(xxvii) "**Monthly Average Subscriber Level**" means the average number of Subscribers in a particular month, as set forth in the applicable month's Subscriber Report (refer Schedule D), actually subscribing to the Subscribed Channels.

(xxviii) "**Monthly License Fees**" means the monthly license fee payable by the Licensee to TVCH in terms of Clause 9 of this Agreement.

(xxix) "**Multi System Operator**" or "**MSO**" means a Cable Operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives the programming services from the broadcasters and re-transmits the same or transmits its own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.

(xxx) "**QoS Regulations**" means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 (as amended)

(xxxi) "**Registered Area"** means the registered area of operation of the Licensee as mentioned in the registration granted by the Central Government, as more explicitly specified in the recital clause of this Agreement.

(xxxii) "**Set Top Box**" or "**STB**" means the Licensee provided and/or the Licensee authorized device (embedded with the Licensee designated vendor designed CAS microchip), which is installed in the premises of the Subscriber and is connected to the television of the Subscriber that allows the Subscriber to receive unencrypted and descrambled from of the Subscribed Channel(s) through the Licensee's Addressable System.

(xxxiii) "**Subscriber**" means a person in the Territory who is authorized to receive signals of the Subscribed Channel(s) as per the Addressable System of the Licensee, at a place indicated by such person, without further transmitting it to any other person and who does not cause the signals of the Subscribed Channel(s) to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the Subscribed Channel(s), shall constitute one Subscriber.

(xxxiv) "**Subscribed Channels**" means the a-la-carte channels and/or the bouquet of pay channels subscribed by the Licensee (from amongst the Channels), as are specifically identified by the Licensee by assigning tick marks (✔) as yes against such a-la-carte channels and bouquet of pay channels listed in **Annexure B** and **Annexure B-1** of this Agreement, respectively.

(xxxv) "**Subscriber Management System**" or "**SMS**" means a system or device which, stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.

(xxxvi) "**Subscriber Reports**" means the monthly subscriber reports to be provided by the Licensee to TVCH in terms of Clause 13 of this Agreement.

(xxxvii) "**SUN Marks**" shall mean all Intellectual Property owned or used by SUN from time to time in connection with the Channels/Subscribed Channels, including, without limitation, the trade names and trademarks.

(xxxviii) "**Tariff Order**" means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended)

(xxxix) "**TDSAT**" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.

(xl) "**Term**" means period commencing from _____ to _____ unless terminated earlier in accordance with the provisions of the Agreement.

(xli) "**Territory**" means the State of Tamil Nadu as well as Union Territories of Puducherry and Andaman & Nicobar Islands.

(xlii) "**Tier**" or "**Packages**" means various packages offered by the Licensee to the Subscribers comprising of the Subscribed Channels.

(xliii) "**TRAI**" means the Telecom Regulatory Authority of India.

(xliv) "**TVCH's share of Maximum Retail Price**" means the Maximum Retail Price of each of the Subscribed Channels less the Distribution Fee.

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2. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

(i) The headings herein are used for convenience only and shall not affect the construction of this Agreement.

(ii) The references to Annexure and Schedule are references respectively to the annexure of this Agreement.

(iii) The reference to the singular includes reference to plural and vice versa.

(iv) The reference to any gender includes a reference to all other genders.

(v) The term "including" shall mean "including without limitation".

(vi) The term "month" shall mean "calendar month"

3. AUTHORISATION:

TVCH has the requisite power and authority from SUN to enter into this Agreement with the Licensee and create the mutual rights and obligation that are contractually binding in nature and enforceable at law.

4. NON-EXCLUSIVE RIGHT:

(i) On the basis of the representations, warranties and undertakings given by the Licensee, and subject to the Licensee complying with all the terms and conditions as set out in this Agreement (including timely payment of the Monthly License Fees, TVCH hereby grants non-exclusive license to the Licensee to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of the Subscribed Channels through its Addressable System to the Subscribers (either directly or through the Affiliated Local Cable Operators) securely in an encrypted manner during the Term (both to be done at the Licensee's sole cost and expense). The Licensee hereby specifically understands and acknowledges that the Licensee shall not have the right to upgrade the standard definition feed of the Subscribed Channels to high definition feed by using any technology (now available or which may become available in future) at the time of re-transmitting the Subscribed Channels through its Addressable Systems. The Licensee further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the Licensee to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever except in the manner as permitted under this Agreement. All distribution rights not specifically and expressly granted to the Licensee under this Agreement, including without limitation, time shift, multiplexing, PPV, NVOD, SVOD, VOD, TVOD, AVOD, personal computer, mobile telephony, or any technology now available or which may become available in future, are reserved exclusively by TVCH.

5. OBLIGATION OF THE LICENSEE:

(i) The Licensee shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers through its Addressable System, either directly or through the Affiliated Local Cable Operators.

(ii) The Licensee shall offer each of the Subscribed Channels to the Subscribers on a-la-carte basis and declare the DRP per month for each of the Subscribed Channel. The Licensee shall ensure that the DRPs per month of the Subscribed Channel does not exceed the MRPs per month of the Subscribed Channel.

(iii) Subject to compliance with Applicable Laws, the Licensee may offer bouquet of pay channels formed from pay channels of TVCH or other broadcasters and declare the DRP of such bouquet. It is, however, clarified that the Licensee shall not break bouquet of pay channels subscribed from TVCH while forming its Package.

(iv) It shall be obligatory for the Licensee to place the Subscribed Channels in its Electronic Programming Guide (EPG) in such a way that the Subscribed Channels of the same genre, as declared by TVCH, are placed together consecutively and one channel shall be placed in one place only. The Licensee shall also ensure that the channel of the same language within the genre is also place consecutively in the Electronic programming guide. The Licensee shall assign unique channel number for each of the Subscribed Channels. Subject to exceptions permissible under Applicable Laws, the Licensee shall not change the unique channel number, once assigned, for a period of one (1) year. The Licensee shall indicate the MRP of each of the Subscribed Channels in the EPG with the Indian rupee sign.

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(v) The Licensee shall raise monthly invoices on the Subscribers towards license of the channels (from amongst the Subscribed Channels) and the Licensee shall collect such invoiced monthly fees from the Subscribers.

(vi) Irrespective of the Licensee's collection of the invoiced monthly amounts from the Subscribers, the Licensee shall pay the Monthly License Fees to TVCH, in a timely manner.

(vii) The Licensee shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.

(viii) The Licensee shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Addressable System and shall regularly provide to TVCH with updated piracy reports.

(ix) The Licensee shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favorably by the Licensee with respect to competing channels on a genre basis.

(x) Within thirty (30) days of the execution of this Agreement, the Licensee undertakes to fulfill all pending obligations (including but not limited to submission of any subscriber reports and payment of any amount due and payable by the Licensee to TVCH) under any previous agreement/arrangement between TVCH and the Licensee, failing which TVCH reserves the right to terminate this Agreement and deactivate/disconnect the signals of the Subscribed Channels.

(xi) The Licensee undertakes not to acquire or merge and/or make available the signals of the Channel(s) through its Distribution System to any other distributor of television channels, having outstanding arrears payable to TVCH, without TVCH's prior written consent. TVCH reserves the right to withhold such consent, at its sole discretion, till such time the outstanding amounts payable by such distributor of television channels is either settled by the distributor of television channels or the Licensee.

6. EQUIPMENT:

(i) TVCH shall, supply or cause to be supplied the Equipment to the Licensee, directly or through suppliers nominated by TVCH. The Equipment shall at all times remain the sole and exclusive property of SUN.

(ii) If the Licensee merges or amalgamate with another Cable Operator or ceases to operate its Addressable Systems, the Equipment supplied by TVCH to the Licensee shall be returned forthwith to TVCH. If the Equipment is damaged due to negligence of the Licensee, TVCH, on behalf of SUN, shall be authorized to recover the actual repair cost from the Licensee and if the Equipment is beyond repair, the Licensee shall be liable to pay to TVCH the cost of such Equipment as on the date it was supplied to the Licensee.

(iii) In order to take back possession of the Equipment from the Licensee, the Licensee shall ensure that the personnel/representative of TVCH is allowed free and unobstructed access to the premises of the Licensee where the Equipment are installed, and the Licensee shall not interfere with such procedure.

7. ADDITIONAL CHARGES FOR THE EQUIPMENT:

(i) At the time of supplying the Equipment to the Licensee, TVCH may, as per its policy, require the Licensee to make the following payments against delivery of the Equipment:

(a) **Processing Fee:** TVCH may require the Licensee to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel.

(b) **Courier/Taxes:** The Licensee shall pay the courier charges, octroi, taxes and other applicable levies and transportation charges for the Equipment.

(c) **Refundable Security Deposit:** TVCH may require the Licensee to pay an amount of Rs. 2,500/-, or such amount as may be determined by SUN from time to time, for each digital satellite receivers/integrated receiver decoder provided by TVCH to the Licensee under this Agreement. Such refundable security deposit amount shall be refunded by TVCH to the Licensee upon expiry or earlier termination of the Agreement, subject to the Licensee returning the digital satellite receivers/integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to TVCH setting off the refundable security deposit amount, or part thereof, with any amount receivable by TVCH from the Licensee on such date of expiry or termination of the Agreement.

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(ii) The abovementioned charges shall be levied on a one time basis during the Term for each of the Subscribed Channels or for any new channel introduced by TVCH and subscribed for by the Licensee. It is expressly agreed between the Parties that if within one (1) month of the request made, the Licensee does not intimate TVCH of the receipt or non-receipt of the Equipment then it will be deemed that the Licensee has received the Equipment.

8. DELIVERY AND SECURITY:

The Subscribed Channels must be delivered by the Licensee to the Subscribers in a securely encrypted manner without any alterations. The transmission specifications and infrastructure allocated by the Licensee in respect of the broadcast signal of the Subscribed Channels by the Licensee to its Subscribers shall be no worse than that of the signal of any other channel within the same genre and language on its Addressable System. SUN has the right to alter any or all of the respective Subscribed Channel(s), including the name(s) of such Subscribed Channel(s) and the programming exhibited on such Subscribed Channel(s).

9. MONTHLY LICENSE FEES & PAYMENT TERMS:

(i) The Maximum Retail Prices of the Subscribed Channels are specified in **Annexure B** and **Annexure B-1** of this Agreement. The Licensee shall be entitled to a distribution margin of 20% on the Maximum Retail Prices of the Subscribed Channels. Additionally, subject to the Licensee availing the Incentive Scheme and fulfilling terms and conditions of Table B in Annexure B-2, as applicable, the Licensee may avail discount as specified in Table A of Annexure B-2 in terms of the Interconnection Regulations. For avoidance of doubt, it is hereby clarified that the Incentive Scheme(s) is optional and the Licensee is under no obligation to opt for any of the abovementioned Incentive Scheme(s) to avail the Channel(s).

(ii) For each month or part thereof during the Term of the Agreement, TVCH shall raise monthly invoices on the Licensee, basis the Monthly Subscriber Reports communicating the Monthly subscription amount payable along with applicable taxes and the cumulative outstanding dues payable as on date of Invoice. The Monthly License Fees shall be TVCH's share of Maximum Retail Prices of each of the Subscribed Channels multiplied by corresponding Monthly Average Subscriber Level of each of the Subscribed Channels. Illustrations on calculation of the Monthly License Fees are provided in **Annexure B-3** of the Agreement.

(iii) In case the Licensee fails to provide the monthly subscriber report within the period of seven (7) days from the end of the calendar month, TVCH shall raise a provisional invoice, for an amount increased by ten (10) percent of the Monthly License Fee payable by the Licensee to TVCH for the immediate preceding month, and the Licensee shall be under obligation to make the payment on the basis of such provisional invoice. Subject to the Licensee providing the subscription report for the relevant month, TVCH and the Licensee shall carryout reconciliation, between the provisional invoice and the final invoice raised by TVCH on the basis of the monthly subscription report sent by the Licensee within three (3) months from the date of issuance of such provisional invoice.

(iv) The Licensee shall pay to TVCH the Monthly License Fee within sixteen (16) days of the Licensee's receipt of the invoice / provisional invoice ("**Due Date**").

(v) The Monthly License Fees shall be paid by the Licensee to TVCH in Indian Rupees by demand draft/pay order/RTGS/NEFT/cheque drawn in favour of "**TVCH Distribution Services Private Limited**", unless instructed otherwise in writing by TVCH. No cash payments shall be made by the Licensee towards the Monthly License Fees or any other dues whatsoever. However, in the event an instrument issued by the Licensee is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to TVCH under law, the Licensee shall be liable to pay an amount of not less than Rs.500/- for each of the dishonored, disapproved or rejected Instrument.

(vi) If payment of the Monthly License Fees is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Licensee shall provide tax withholding certificates to TVCH within such period as has been specified in the Income Tax Act / Rules / Notifications / Circulars issued there under.

(vii) The Licensee understands and acknowledges that non-receipt of dispatched invoices from TVCH shall not relieve the Licensee from its obligation to make the payments of the Monthly License Fees within the Due Date. If the Licensee does not receive the invoice for a particular month by the 15th day of the following month, the Licensee shall promptly intimate TVCH about the same and request for issuance of duplicate invoice. All such communication shall mandatorily be addressed/marked to the attention of Chief Financial Officer of TVCH.

(viii) Failure on the Licensee's part to make applicable payment within the applicable Due Date shall constitute a material breach on part of the Licensee hereunder entitling TVCH to initiate applicable legal proceedings under Applicable Laws against the Licensee at the entire risk of the Licensee as to costs and expenses. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly at the rate of 18% (eighteen percent) per annum.

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The imposition and collection of interest on late payments does not constitute a waiver of the Licensee's obligation to pay the Monthly License Fees by the Due Date, and TVCH shall retain all of its other rights and remedies under the Agreement.

(ix) All Monthly License Fees hereunder are exclusive of all applicable indirect taxes including all and any service taxes, GST, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the Licensee's cost and will be charged at the prevailing rates by TVCH to the Licensee.

(x) If, pursuant to mutual agreement between TVCH and the Licensee, debit note or credit note is to be issued by TVCH for an already invoiced period to adjust any differential amount, such debit note or credit note shall be issued by TVCH post calculation of such differential amount. Debit notes issued by TVCH shall be paid by the Licensee immediately upon its receipt (receipt through e-mail specifically permitted). All other provisions under the Agreement as regards interest on late payment shall apply to such differential amounts receivable by TVCH.

10. REVISION OF RATES/MONTHLY LICENSE FEES:

(i) The Monthly License Fees payable by the Licensee to TVCH shall automatically be revised, if during the Term the MRPs of the a-la-carte rates and/or bouquet rates mentioned of the Subscribed Channels as specified **Annexure B as well as Annexure B-1** of the Agreement ("**Tariffs**") are revised by SUN as per applicable laws and/or pursuant to the provision of the Tariff Order and/or pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi-judicial or judicial authority. Such revised Tariffs shall apply from the date of such revision; and/or

(ii) TVCH reserves the right to revise the Monthly License Fees if during the Term there is addition/deletion in the Subscribed Channels.

11. REPLACEMENT/CONVERSION OF CHANNEL:

(i) TVCH reserves the right at any time during the Term to remove and/or delete any television channel from the Subscribed Channels ("**Removed Channel**") and the applicability of this Agreement with respect to the Removed Channel shall stand terminated. TVCH shall have the right to replace any Removed Channel with a replacement channel or to add any channel to the list of Channels and to grant the distribution rights to the Licensee in respect of the replacement or new channel. If any channel is removed, replaced or added to the list of Channels, the Monthly License Fees payable shall be proportionately adjusted. For avoidance of doubt it is hereby clarified that TVCH shall use its best commercial endeavors to provide reasonable notice to the Licensee with respect to removal or replacement of the Subscribed Channels, provided however that failure to provide any such notice to the Licensee shall not be deemed a breach of TVCH's obligations hereunder. Additionally, the Licensee hereby undertakes not to involve TVCH and indemnify TVCH from any claim/damage/legal proceedings that may be brought against the Licensee by any of the Subscriber on account of such Removed Channels (with or without prior notification) and/or increase, if any, in the subscription rates that the Licensee may choose to levy on the Subscriber.

(ii) It is hereby clarified for the avoidance of doubt that amongst the Channels/Subscribed Channels, if any Free-To-Air Channel is converted as a pay channel or if any pay channel is converted into a Free-To-Air Channel, as applicable, the Monthly License Fees payable shall be proportionately adjusted.

12. ANTI PIRACY:

(i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part (hereinafter collectively referred to as "**Piracy**"), the Licensee shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as "**Security Systems**") and security specifications as are set forth in **Schedule B** of this Agreement and/or as may be specified, in a non-discriminatory manner in writing, from time to time, by TVCH. The Licensee granting access to the Subscribed Channels to subscribers outside the Area through its Addressable System shall tantamount to the Licensee allowing unauthorized access to the Subscribed Channels. If the Licensee intends to distribute the Subscribed Channels beyond the Area, it shall provide written notice to TVCH at least thirty (30) days in advance. The Licensee shall be permitted to distribute the Subscribed Channels beyond the Area, provided (i) such areas are within the Registered Area and the Territory, and (ii) TVCH and the Licensee have executed an Addendum to this Agreement. Notwithstanding the foregoing, TVCH shall be entitled to, within thirty (30) days of such notice period, deny such permission to the Licensee by providing to the Licensee reasonable written objections.

(ii) The Licensee shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed/transmitted through its Addressable System at least every 10 minutes on 24 x 7 x 365(6) basis.

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(iii) The Licensee shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the Licensee. However, no such watermark/logo shall be used by the Licensee which conveys or indicates TVCH's and/or SUN's brand logo in any manner whatsoever. The Licensee shall have to seek prior written approval from TVCH with regards to the size, type, location of the watermark/logo to be used on the screen by the Licensee on the Subscribed Channels.

(iv) The Licensee shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Licensee at the time the Channels are made available. If the Licensee becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Licensee shall within 10 minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify TVCH and the Licensee shall also switch off the concerned STB to prevent such unauthorized use. However, use of a STB with personal video recorder / digital video recorder facility which has been supplied by the Licensee shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of the subscription/license agreement between the Licensee and the Subscriber.

(v) If so instructed by Information (as defined below) by TVCH, the Licensee shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within 10 minutes from the time it receives such instruction from TVCH. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the Parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by TVCH's representatives through other means of communications such as telephonic message, fax, etc. and the said "Information" shall later be confirmed by TVCH through e-mail and the Licensee shall be under obligation to act upon such information.

(vi) TVCH plans to actively combat piracy of the Channels in the Territory and the Licensee undertakes to work closely and provide all such assistance to TVCH as may be reasonably required by TVCH in that regard. The Licensee shall, at its own expense, take all necessary steps to comply with obligations set forth in **Schedule B**.

13. SUBSCRIBER REPORTS:

(i) The Licensee will maintain at its own expense a SMS which should be fully integrated with the CAS.

(ii) The Licensee shall, within seven (7) days from the end of each calendar month, provide, in the format specified in **Schedule D** of this Agreement, complete and accurate monthly subscriber report of the Subscribed Channels, to TVCH. If the Licensee avails the Incentive Scheme, it shall, within seven (7) days from the end of each calendar month, additionally provide, in the format specified in **Schedule D-1** of this Agreement, complete and accurate State / Union Territory wise monthly subscriber report of the Subscribed Channels, to TVCH.

(iii) TVCH shall be entitled to disconnect the signals of the Subscribed Channels to the Licensee's network, after giving three (3) weeks' notice to the Licensee, if the Licensee fails to provide the monthly subscriber report as per Clause 13(ii) above.

(iv) Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each of the Subscribed Channel and each Tier/Package in which the Subscribed Channel is included) and the Monthly License Fees payable to TVCH and shall be signed and attested by an officer of the Licensee of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the report is true and correct.

(v) The Licensee shall also include in its Subscriber Report comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report. The obligation of the Licensee to provide to TVCH the Subscriber Reports shall survive termination of the Agreement until TVCH receives the Subscriber Reports for each relevant month for which any Monthly License Fees is payable.

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14. SUBSCRIBER MANAGEMENT SYSTEM:

The Licensee will maintain throughout the Term and for twenty four (24) months thereafter (or such longer period as required by law) sufficient records to enable TVCH to verify the Monthly Subscriber Reports supplied by the Licensee, the payments due to TVCH hereunder and the Licensee's compliance with TVCH's anti-piracy obligations as set out in **Schedule B** of this Agreement.

15. AUDIT:

(i) The Licensee shall, at its own cost, once in a calendar year, cause audit of its subscriber management system, conditional access system and other related systems by an auditor (mandatorily by TRAI empaneled auditor, if already empaneled), to verify that the monthly subscription reports made available by the Licensee to TVCH are complete, true and correct and issue an audit report to this effect to TVCH. The audit report to include the details of (a) procedure/process followed by the Licensee during the audit along with the month on month reconciliation statement between SMS & CAS for each of the Subscribed Channels (both a-la-carte and bouquet of pay channels), and (b) the justification for variance of the Subscribers if any. If such audit reveals that TVCH is entitled to additional license fees of 0.5% or more in any month(s), without prejudice to Clause 15(ii) below, TVCH shall raise revised invoice(s) for such month(s) and the Licensee shall within ten (10) days of receipt of the revised invoice pay the differential amounts between the revised invoice(s) and the earlier invoice(s) together with interest at the rate of 18% per annum.

(ii) In case, TVCH is not satisfied with the audit report received by the Licensee under Clause 15(i) above or, if in the opinion of TVCH, the Addressable System being used by the Licensee does not meet requirements specified in the **Schedule A** of this Agreement, TVCH may, after communicating the reasons in writing to the Licensee, at its own cost, cause audit the subscriber management system, conditional access system and other related systems of the Licensee by an auditor (mandatorily by TRAI empaneled auditor, if already empaneled), not more than once in a calendar year. If such audit reveals that TVCH is entitled to additional license fees, the Operator shall raise revised invoice(s) for such month(s) and the Licensee shall within ten (10) days of receipt of the revised invoice pay the differential amounts between the revised invoice(s) and the earlier invoice(s) together with interest at the rate of 18% per annum. Further, if such audit reveals that TVCH is entitled to additional license fees of 2% or more in any month(s), the costs of such audit shall be borne by the Licensee. Further, the Licensee shall also take necessary actions to avoid occurrence of such errors. Further, if the audit reveals that the Addressable System being used by the Licensee does not meet the requirements of **Schedule A** of this Agreement, TVCH shall be entitled to disconnect the signals of subscribed channels to the Licensee's network, after giving three (3) weeks' notice to the Licensee. The Licensee undertakes to offer necessary assistance to the auditor(s) so that audit can be completed in a time bound manner.

(iii) The Licensee shall be under a legal obligation to revert within seven (7) days ("Revert Period") after a request is received for audit from TVCH, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. If within 15 days if there is no response then TVCH shall have the right to issue disconnection notice.

(iv) In the event during the audit exercise if it is found that the Licensee has not informed TVCH about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the Licensee has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event TVCH shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 2X times of the maximum retail price for such channels and or bouquet from the date of agreement. For example, if the undeclared number of subscribers is say 1000 and the MRP share of TVCH for this 1000 undeclared subscribers is Rs. X, then in such a scenario the Licensee shall be liable to pay X multiplied by 2 times.

(v) The Licensee shall provide full cooperation to the empaneled auditors appointed by TVCH in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to Licensee's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. The Licensee shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The Licensee shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in Clause 14 herein below. Any breach by or on the part of the Licensee with regard to the above covenants shall be construed as material breach of this Agreement.

(vi) An indicative scope of audit is laid down in **Annexure E** to this Agreement.

(vii) The Licensee shall remain the sole owner and holder of all customer databases compiled by the Licensee under the Agreement.

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(viii) The Licensee will maintain at its own expense a SMS capable of, at a minimum:

(a) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;

(b) administering subscriptions of the Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;

(c) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;

(d) administering payments of any commission fees from time to time payable to the Licensee's authorized agents for the sale to Subscribers of the Packages;

(e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and

(f) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

(g) The Licensee shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of SUN Group Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to TVCH.

(ix) The audit rights of TVCH under Clause 15(ii) of the Agreement shall survive for twenty four (24) months post expiry/termination of this Agreement, meaning thereby that TVCH can exercise its rights prescribed in Clause 15(ii) of the Agreement, for verifying the correctness of the Monthly Subscriber Reports supplied by the Licensee for the Term, during any one (1) of the three (3) years commencing from the Effective Date.

16. TERM & TERMINATION:

(i) This Agreement shall be valid for the Term.

(ii) Either Party has a right to terminate this Agreement by giving at least three (3) weeks' notice to the other Party clearly specifying the reasons for the proposed disconnection. It is clarified that the three (3) weeks shall start from the date of receiving of such notice by the other Party.

(iii) The Licensee shall inform the Subscribers of the proposed disconnection at least fifteen (15) days prior to the date of such disconnection through scrolls on the Subscribed Channels proposed to be disconnected.

(iv) The Parties shall execute new agreement prior to the expiry of this Agreement. If the Parties fail to execute new interconnection agreement prior to expiry of this Agreement, TVCH shall disconnect the signals of the Subscribed Channels to the Licensee's network, and the Licensee shall, at least fifteen (15) days prior to the date of such proposed disconnection, through scrolls on the Subscribed Channels, inform the Subscribers of the date of expiry of this Agreement and the date of disconnection of the signals of the Subscribed Channels.

(v) TVCH's rights to terminate the Agreement shall be without prejudice to TVCH's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

(vi) The Licensee hereby acknowledges that if signal of any Subscribed Channel, which was disconnected/deactivated for reason attributable to the Licensee, needs to be reconnected, the Licensee shall be liable to pay non–refundable re-activation fee of Rs. 500 per channel per re-activation, if TVCH so elects. Further, the Licensee acknowledges that such re-activation fee does not constitute a penalty.

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17. CONSEQUENCES OF EXPIRY/TERMINATION:

(i) Upon expiry/termination of the Agreement:

(a) TVCH shall disconnect/deactivate signals of the Subscribed Channels, and any agreement between the Parties for carriage of the Subscribed Channels on the Addressable System of the Licensee ("**Allied Agreements**") shall automatically terminate.

(b) The Licensee shall forthwith pay the outstanding amounts under the Agreement to TVCH, failing which, without prejudice to TVCH's rights to take appropriate legal action against the Licensee, TVCH reserves the right to adjust such outstanding amounts from the amounts payable by TVCH to the Licensee under the Allied Agreements.

(c) The Licensee shall immediately return the Equipment of the Subscribed Channels to TVCH in good working condition failing which the Licensee shall be liable to compensation/damages, equivalent to the Monthly License Fees last paid by the Licensee, for each month of delay, on a pro-rata basis,

(d) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession; and

(e) The Licensee shall within seven (7) days of the expiry/termination pay to TVCH all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to TVCH under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 18% (eighteen per cent) per annum computed form the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.

(ii) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

18. REPRESENTATIONS AND WARRANTIES OF TVCH:

(i) TVCH represents to the Licensee that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.

19. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE LICENSEE

(i) The Licensee represents, warranties and undertakes the following to TVCH:

(a) The Licensee has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) By executing this Agreement, the Licensee is not in breach of any of the provisions contained in any other agreement executed by the Licensee with any third party.

(c) The Licensee has a valid and subsisting license from the applicable statutory authority which permits operation of its Addressable System and the Licensee undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to TVCH as and when called upon to do so by TVCH.

(d) The Licensee shall abide, implement and ensure compliance to the TRAI Regulations relating to Addressable Cable Systems, in particular the Interconnection Regulations, the Tariff Order and the QoS Regulations (as defined below).

(e) The Licensee undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Licensee in the packages offered to the Subscriber.

(f) The Licensee has the capacity to carry the minimum requisite number of channels on its Addressable System, in terms of Applicable Laws.

(g) The Licensee undertakes to carry all language feeds of the Subscribed Channels.

(h) The Licensee undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.

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(i) All the Execution Requirements provided by the Licensee to TVCH are correct.

(j) The STBs, CAS and SMS shall comply with the Technical Specifications and the Licensee agrees that the STBs, and their installed CAS micro chip, used by the Subscribers shall prohibit use of digital outputs. In case TVCH finds that the Addressable System being used by the Licensee does not meet the requirements specified in **Schedule A** of this Agreement, it shall inform the Licensee who shall get its Addressable System audited by M/s. Broadcast Engineering Consultants India Ltd., or any other authority as may be specified by the TRAI by direction from time to time, and obtain a certificate from such agency that its Addressable System meets the requirements specified in **Schedule A** of this Agreement.

(k) The Licensee shall provide the applicable Subscriber Reports and pay the applicable Monthly License Fees, together with applicable taxes, in a timely manner, failing which, the Licensee shall be liable to pay applicable interest along with the due payment.

(l) The Licensee shall not retransmit the Subscribed Channels via any medium other than its Addressable System.

(m) The Licensee shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to TVCH delivering the signals of Subscribed Channels to the Licensee of a quality sufficient to permit the Licensee to reasonably comply with such standards. The Licensee shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify TVCH of any degradation to any of the Subscribed Channels' signals.

(n) The Licensee undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.

(o) The Licensee undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Licensee further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify TVCH of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by TVCH to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to the Subscribers using STBs with PVR/DVR facilities. However, the Licensee undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature.

(p) The Licensee shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Licensee shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.

(q) The Licensee undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.

(r) The Licensee undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of TVCH. Further, the Licensee undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allow anybody else to do the same, without prior written permission of TVCH and shall indemnify TVCH against any damage, destruction, theft or loss of the Equipment.

(s) The Licensee undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from.

(t) The Licensee undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of TVCH and bear all expenses for general repairs and maintenance of the same and it shall immediately notify TVCH in the event of any mechanical/technical fault in the Equipment.

(u) The Licensee undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify TVCH against any default or non-payments in this regard.

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(v) Upon expiry/termination of the Agreement, the Licensee undertakes to return to TVCH the Equipment in good working condition and pay to TVCH all outstanding payments that may be payable to TVCH under the Agreement on the date of termination.

(w) Upon change in the designated satellite of the Subscribed Channels, the Licensee undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.

(x) The Licensee undertakes to promptly intimate TVCH of any change in ownership or sale of the business/assets of the Licensee.

(y) Any amount due and payable by the Operator to TVCH under any previous agreement/arrangement between TVCH and the Operator shall be paid by the operator to TVCH within 30 days of the execution of this Agreement, failing which TVCH reserves the right to terminate this Agreement and deactivate/disconnect the signals of the Subscribed Channels.

(z) The Licensee undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to TVCH and/or its representatives for inspection/audit upon reasonable notice.

(aa) The Licensee undertakes to provide all assistance to TVCH for conducting survey to determinate the actual subscriber base of the Licensee. The Licensee undertakes to furnish and submit to TVCH all information and/or documents as may be required by TVCH from the Licensee from time to time.

(bb) Whenever any of the Channels are launched in high definition format, the Licensee shall arrange for distribution of the high definition format signals of the applicable channels through its Addressable System, however, subject to separate commercial arrangement between the Parties.

(cc) The Licensee undertakes to comply with the Applicable Laws.

20. ADVERTISING AND PROMOTIONS:

(i) TVCH grants to the Licensee the non-exclusive right during the Term to use the SUN Marks solely in connection with the marketing and promotion of the Subscribed Channels and in a manner that has been pre-approved by TVCH.

(ii) The Licensee undertakes to give:

(a) an equivalent amount of marketing support for the Channels as it provides to other channels of the same genre;

(b) similar treatment to all Channels in all advertising material whereby Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and

(c) Equal opportunity to the Channels for participation in events and promotions that the Licensee undertakes subject to commercial agreement for each event.

21. INTELLECTUAL PROPERTY RIGHTS:

(i) It is expressly agreed and understood that the Licensee shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than those expressly provided in this Agreement.

(ii) All Intellectual Property related to the Subscribed Channels shall belong exclusively to SUN. The Licensee shall not acquire any proprietary or other rights in the Intellectual Property to which TVCH assert proprietary or other rights, or which TVCH may notify the Licensee from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. The Licensee may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of TVCH. Marketing materials generated by the Licensee may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Licensee. Such marketing materials shall require the prior written approval of TVCH. The Licensee shall not acquire any proprietary or other rights over the SUN Marks, and agrees not to use SUN Marks without prior written consent of TVCH. Unless notified to the contrary by TVCH, in all trade references, advertising, promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by TVCH. To the extent any of such rights are deemed to accrue to the Licensee, the Licensee agrees that such rights are the exclusive property of TVCH or SUN, as applicable. TVCH reserves the right to inspect any such material at any time without prior notice. The Licensee shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name

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or mark which is the same as, or which contains or which, in the opinion of TVCH, resembles any of the Intellectual Property. The Licensee shall include appropriate copyright and other legal notices as TVCH may require, and shall promptly call to the attention of TVCH the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Territory. The Licensee shall within 10 days after termination of this Agreement return to TVCH or, at TVCH's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of TVCH are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to TVCH/SUN (or its designee) all interest in and to any graphic representation created by or for the Licensee of any Intellectual Property. To the extent permissible by law, the Licensee hereby appoints TVCH its lawful attorney-in-fact irrevocably to carry out any legal action required to cancel any registration or application for registration obtained or made by the Licensee for the Intellectual Property pertaining to TVCH/Service Provide and the Subscribed Channels as mentioned in this clause or to cause all of the Licensee's interest in such registrations or application to be transferred to TVCH/SUN (or its designee), it being acknowledged that such power is a power coupled with an interest.

22. LIMITATION OF LIABILITY:

(i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.

(ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

23. CONFIDENTIALITY:

The Licensee shall keep in strict confidence any Confidential Information received by it from TVCH and shall not disclose the same to any person, not being a party to this Agreement. The Licensee shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the Licensee to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of TVCH and the Licensee shall not acquire any rights in the Confidential Information.

24. FORCE MAJEURE:

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the Licensee/Subscribers. In the event of a suspension of any obligation under this clause, which extends beyond a period of one (1) month, the Party not affected, may at its option, elect to cancel those aspects of this Agreement.

25. NO AGENCY:

Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with TVCH by virtue of this Agreement or by TVCH's delivery of the Subscribed Channels to the Licensee. This Agreement between TVCH and the Licensee is on principal to principal basis and is terminable in nature.

26. NO WAIVER:

The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

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27. ASSIGNMENT:

(i) Notwithstanding anything contained in the Agreement, the Licensee shall not have the right, without the prior written consent of TVCH, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of this clause, the Licensee shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels, as the case may be, and in material breach of this Agreement which shall entitle TVCH to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.

(ii) TVCH may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as TVCH vis a vis the Licensee. Such assignment by TVCH shall be effective on and from the date as communicated in writing by TVCH to the Licensee.

28. INDEMNITY AND THIRD PARTY CLAIMS:

(i) The Parties shall forever keep and hold the other Party and such Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any of the defaulting Party's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.

(ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.

(iii) TVCH makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval or as to whether or not the Subscribed Channels complies with laws and regulations of any governmental and other authorities for its distribution. The Licensee shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Licensee and maintaining those approvals, licenses and permissions throughout the Term.

(iv) The Licensee acknowledges and accepts that TVCH shall not be liable in any manner to the Licensee or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable Laws.

(v) This clause shall survive termination of the Agreement.

29. SEVERABILITY:

If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

30. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Licensee and TVCH set forth in the Agreement, unless either Party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D. All notices to TVCH shall be addressed in the attention of
"Legal Head", TVCH TV Network Ltd, Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai 600 028.

31. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of this Agreement.

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32. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedules and Annexes contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year mentioned hereinabove.

For TVCH Distribution Services Private Limited **(for and on behalf of Sun TV Network Ltd)** Signature: _____ Name: _____ Title: Authorized Signatory	**For _____ (Licensee)** Signature: _____ Name: _____ Title: Authorized Signatory

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SCHEDULE A
ADDRESSABLE SYSTEM REQUIREMENTS

A) Conditional Access System (CAS) and Subscriber Management System (SMS):

1. The Licensee shall ensure that the current version of the CAS, in use, do not have any history of hacking.
   Explanation: A written declaration available with the Licensee from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The Licensee shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

   Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The Licensee shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the Licensee within 24 hours.

9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
    a. Unique customer identification (ID) b. Subscription contract number
    c. Name of the subscriber
    d. Billing address
    e. Installation address
    f. Landline telephone number
    g. Mobile telephone number
    h. E-mail address
    i. Channels, bouquets and services subscribed j. Unique STB number
    k. Unique VC number.

12. The SMS should be capable of:
    a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
    b. Locating each and every STB and VC installed.
    c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about:
    i. The total number of registered subscribers.
    ii. The total number of active subscribers.
    iii. The total number of temporary suspended subscribers.
    iv. The total number of deactivated subscribers.
    v. List of blacklisted STBs in the system.

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vi. Channel and bouquet wise monthly subscription report in the prescribed format.
vii. The names of the channels forming part of each bouquet.
viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
ix. The name of a-la carte channel and bouquet subscribed by a subscriber.
x. The ageing report for subscription of a particular channel or bouquet.

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

15. The SMS shall be independently capable of generating, recording, and maintaining logs in readable format since inception with date and time stamp of log generation, for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands. All these commands should be in a format which is readable and should have required parameters/elements which can be analysed to drive channel-wise count

16. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

17. It shall be possible to generate the following reports from the logs of the CAS:
a. STB-VC Pairing / De-Pairing
b. STB Activation / De-activation
c. Channels Assignment to STB
d. Report of the activations or the deactivations of a particular channel for a given period.

18. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

19. The Licensee shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

20. The Licensee shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to TVCH by the Licensee.

21. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

22. The Licensee shall preserve unedited data of the CAS and the SMS for at least two years, including but not limited to package wise subscribers etc.
23. The Licensee shall ensure that all data pertaining to sun channels are maintained in servers located inside India only

(B) Fingerprinting:

1. The Licensee shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.

2. The STB should support both visible and covert types of finger printing.

3. The finger printing should not be removable by pressing any key on the remote of STB.
4. The finger printing should be on the top most layer of the video.

5. The finger printing should be such that it can identify the unique STB number or the unique VC number.

6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.

7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.

8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.

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9. The finger printing should be possible on global as well as on the individual STB basis.

10. The overt finger printing should be displayed by the Licensee without any alteration with regard to the time, location, duration and frequency.

11. Scroll messaging should be only available in the lower part of the screen.

12. The STB should have a provision that finger printing is never disabled.

13. The watermarking network logo for all pay channels shall be inserted at encoder end only.

(C) Set Top Box (STB):

All STBs should have a Conditional Access System.

1. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.

2. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.

3. The STB should be individually addressable from the Head-end.

4. The STB should be able to receive messages from the Head-end.

5. The messaging character length should be minimal 120 characters.

6. There should be provision for global messaging, group messaging and the individual STB messaging.

7. The STB should have forced messaging capability including forced finger printing display.

8. The STB must be compliant to the applicable Bureau of Indian Standards.

9. The STBs should be addressable over the air to facilitate OTA software upgrade.

10. The STBs with facilities for recording the programs shall have a copy protection system..

11. The STB should have network lock feature and its should not work on any other network feed

12. The STBs with facilities for recording the programs shall have a copy protection system.

13. The STBs with PVR/USB recording option should have following capability:

    a. Capability to record live Fingerprinting, forced message and watermarking logo along with content.
    b. During playout live Finger printing & forced message should flash on screen.
    c. Recorded content should get disabled on deactivated STB.

14. The Licensee should not give access or configure LCN/Transport stream to insert local channels in field/at LCO end

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SCHEDULE B
LICENSEE'S ANTI-PIRACY OBLIGATIONS

1. General

1.1 The Licensee shall take all necessary actions to prevent any unauthorized access to the Channels/Subscribed Channels through its Addressable System.

2. STBs, VCs, Systems and Procedures

2.1 In order to ensure that each STB is capable of being used for Fingerprinting, the Licensee shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2 The Licensee represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by the Licensee or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at a applicable residential address. Adequate systems, processes and controls shall include, without limitation, the Licensee:

2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
2.2.7 De-authorizing any STB or VC that is found outside the Area or in the possession of a person who is not a bona fide Subscriber.

2.3 The Licensee represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Channels/Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other the Licensee.

2.4 The Licensee represents, warrants and undertakes that all installations of STBs and VCs are done directly by the Licensee or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, the Licensee's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

2.4.1 Name;
2.4.2 Installation address;
2.4.3 Billing address (if different);
2.4.4 Telephone number of the installation address, where applicable;
2.4.5 Subscriber's unique subscriber reference or subscription agreement number;
2.4.6 Channels/Bouquets that have been selected;
2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;
2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
2.4.9 Name and unique reference number of the installer (if different from the dealer);
2.4.10 VC number; and
2.4.11 Unique STB number.

2.5 The Licensee agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channels/Subscribed Channels can be accessed from addresses which are:

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2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or
2.5.2 outside the Area; or
2.5.3 that of a cable head end or any other distributor of such Channel.

2.6 In order to ensure that the VC is only activated for bone fide Subscribers, the Licensee further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.

2.7 The Licensee represents, warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

3.1 The Licensee shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by TVCH and as reasonably requested from time to time.

3.2 The Licensee shall ensure that all STBs should support both visible and covert types Finger printing and should be compatible for running Fingerprinting whether operated by the Licensee or by TVCH.

3.3 The Licensee shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.

3.4 The Licensee shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:

3.4.1 The Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;

3.4.2 Fingerprinting to be provided by the Licensee on the Channels, as per the scheme provided by TVCH; TVCH shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

4.1 The Licensee shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 The Licensee represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

4.3 The Licensee agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

4.4 All activations and deactivations shall be performed only through SMS and not CAS

5. Piracy, piracy reports and prevention

5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:

5.1.1 Any VC or STB is being located, supplied or sold outside the Area/Territory,
5.1.2 Any of the Channels are being viewed via a VC or STB by a third party that is not a Subscriber,

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5.1.3 A VC is being used for viewing the Channels anywhere other than the registered address of a Subscriber, or

5.1.4 A VC and/or STB is being used by a cable operator or other distributor to distribute any of the Channels (each, a "**Piracy Event**").

5.2 If TVCH or the Licensee becomes aware of a Piracy Event then the Licensee shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

5.2.1 In the event TVCH decides to take legal or other action against any infringing party committing or causing any Piracy Event, the Licensee shall provide all reasonable assistance to TVCH to prevent or combat such Piracy Event.

5.2.2 If the Licensee wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of TVCH, where TVCH shall be one of the parties to such action, it shall notify TVCH in writing and seek TVCH's prior written consent. Where TVCH consents to the Licensee taking legal or other action on behalf of TVCH, the Licensee shall keep TVCH fully informed of the progress of such action. The Licensee shall not settle, attempt to settle or otherwise compromise the rights of TVCH or its affiliates without the prior written consent of TVCH.

5.3 The Licensee agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.

5.4 The Licensee shall investigate and report to TVCH any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels/Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Channels/Subscribed Channels.

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SCHEDULE C
APPLICATION FORM FOR REQUEST OF SIGNALS OF TELEVISION CHANNELS

1. Name of the Licensee:
2. The names of Owners/Directors/Partners of the Licensee:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Copy of certificate of registration/ permission/ license (Attach a Copy):
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the Licensee:
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:
11. Area wise present subscriber base of the Licensee:
12. List of channels and bouquets for which signals of television channels are requested:
13. GST registration number:
14. Entertainment Tax Number:
15. PAN No. (Attach a copy):
16. Are the CAS/ SMS in compliance with the regulations: YES / NO
17. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available:

_____
(Signature)
Date: _____
Place: _____

DECLARATION

I _____ s/o/d/o _____, _____ (Owner / Proprietor / Partner / Director / Authorized Signatory), of _____ (name of the Licensee), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

_____
(Signature)
Date: _____
Place: _____

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SCHEDULE D
STATE / UNION TERRITORY WISE SUBSCRIPTION REPORTS

Reported Month: _____ State / Union Territory Name :_____ Year : _____

A.1 Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in Table 1, Table 2, Table 3 and Table 4, respectively. The number of subscribers shall be recorded at any point of time between 19:00 hrs to 23:00 hrs of the day.

1. If the Licensee subscribes any of the Channel(s) on an a-la-carte basis and offers the same to the Subscribers on a-la-carte basis (Table1)
2. If the Licensee subscribes any of the Channel(s) on an a-la-carte basis and offers the same to the Subscribers as part of a Package (Table 2)
3. If the Licensee subscribes any of the Bouquet(s) and offers the same to the Subscribers as a standalone Package (Table 3)
4. If the Licensee subscribes any of the Bouquet(s) and offers the same to the Subscribers as part of a Package (Table 4)

Table 1

Sl.No	Name of the channel	Area/City/Town	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4

Table 2

Sl.No	Name of the channel	Area/City/Town	Number of subscribers of the Package on 7 th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4

Table 3

Sl. No	Name of the bouquet of pay channel	Area/City/Town	Name of constituent channels of bouquet of the broadcaster	Number of subscribers of the Package on 7 th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]/4
1.								
2.								

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Table 4

Sl. No.	Name of the bouquet of pay channels	Area/ City/Town	Name of constituent channels of bouquet of the broadcaster	Name of Package	Name of constituent channels of Package	Number of subscribers of the Package on 7 th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)			(5)	(6)	(7)	**(8)**	(9)=[(5)+(6)+(7)+(8)]/4
1.										
2.										

SCHEDULE D-1

LCN Qualification Report

Reported Month: _____ Area Name :_____ Year: _____

TABLE 1

Sl. No.	Name of A-la-Carte Channel	Name of Bouquet in which such A-la-carte Channel is present	LCN Number	LCN Rank	Primary Market	DPO Package Name	Average Subscribers of the Channel in the Primary Market		Active Subscribers of Licensee in the Primary Market
							A-la-carte	**Bouquet**	
1									
2									

Note: 1. Each set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the Licensee, shall constitute one subscriber.
2. In case, the Subscribed Channel is forming part of more than one bouquet, then each of the bouquet name along with the average subscription for such channel/bouquet to be mentioned in the LCN qualification report.
3. The reports shall be generated in non-editable PDF format, with read only permissions.
4. The Active subscriber base of the Licensee for the primary market for availing the LCN incentive for the month will be provided along with the monthly subscription reports, duly certified.

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ANNEXURE A
THE CHANNELS AND GENRES

Channel	Genre
Sun TV	General Entertainment (Tamil)
KTV	General Entertainment (Tamil)
Adithya TV	General Entertainment (Tamil)
Sun Music	Music (Tamil)
Chutti TV	Kids (Tamil)
Sun News	News &Current Affairs(Tamil)
Sun Life	General Entertainment (Tamil)
Gemini TV	General Entertainment (Telugu)
Gemini Movies	General Entertainment (Telugu)
Gemini Comedy	General Entertainment (Telugu)
Gemini Music	Music (Telugu)
Kushi TV	Kids (Telugu)
Gemini Life	General Entertainment (Telugu)
Udaya TV	General Entertainment (Kannada)
Udaya Movies	General Entertainment (Kannada)
Udaya Comedy	General Entertainment (Kannada)
Udaya Music	Music (Kannada)
Chintu TV	Kids (Kannada)
Surya TV	General Entertainment (Malayalam)
Surya Movies	General Entertainment (Malayalam)
Kochu TV	Kids (Malayalam)
Surya Music	Music (Malayalam)
Surya Comedy	General Entertainment (Malayalam)
Sun Bangla (Free to Air)	General Entertainment (Bangla)
Sun Marathi (Free to Air)	General Entertainment (Marathi)
Sun TV HD	General Entertainment (Tamil)
KTV HD	General Entertainment (Tamil)
Sun Music HD	Music (Tamil)
Gemini TV HD	General Entertainment (Telugu)
Gemini Movies HD	General Entertainment (Telugu)
Gemini Music HD	Music (Telugu)
Udaya HD	General Entertainment (Kannada)
Surya HD	General Entertainment (Malayalam)
Sun Bangla HD (Free to Air)	General Entertainment (Bangla)
Sun Marathi HD (Free to Air)	General Entertainment (Marathi)

ANNEXURE B
MAXIMUM RETAIL PRICE OF A-LA-CARTE CHANNELS PER SUBSCRIBER PER MONTH

STANDARD DEFINITION -A-LA-CARTE PRICE OF SUN CHANNELS (SD)

S.No	Channel Name	Genre	Language	MRP(INR) per subscriber per channel on A-la-Carte basis per month (excluding appliacble taxes)	Channel Availed (Yes/No)
1	Sun TV	General Entertainment	Tamil	19.00	
2	KTV	General Entertainment	Tamil	19.00	
3	Adithya TV	General Entertainment	Tamil	9.00	
4	Sun Music	Music	Tamil	6.00	
5	Chutti TV	Kids	Tamil	6.00	
6	Sun News	News & Current Affairs	Tamil	1.00	
7	Sun Life	General Entertainment	Tamil	9.00	
8	Gemini TV	General Entertainment	Telugu	19.00	
9	Gemini Movies	General Entertainment	Telugu	17.00	
10	Gemini Comedy	General Entertainment	Telugu	5.00	
11	Gemini Music	Music	Telugu	4.00	
12	Kushi TV	Kids	Telugu	4.00	
13	Gemini Life	General Entertainment	Telugu	5.00	
14	Udaya TV	General Entertainment	Kannada	19.00	
15	Udaya Movies	General Entertainment	Kannada	19.00	
16	Udaya Comedy	General Entertainment	Kannada	6.00	
17	Udaya Music	Music	Kannada	5.00	
18	Chintu TV	Kids	Kannada	5.00	
19	Surya TV	General Entertainment	Malayalam	12.00	
20	Surya Movies	General Entertainment	Malayalam	11.00	
21	Kochu TV	Kids	Malayalam	5.00	
22	Surya Music	Music	Malayalam	4.00	
23	Surya Comedy	General Entertainment	Malayalam	4.00	
Free to Air Channel					
24	Sun Bangla	General Entertainment	Bangla	NA	
25	Sun Marathi	General Entertainment	Marathi	NA	

HIGH DEFINITION -A-LA-CARTE PRICE OF SUN CHANNELS (HD)

S.No.	Channels	Genre	Language	Ala Carte MRP (Customer)	Channel Availed (Yes/No)
1	Sun TV HD	General Entertainment	Tamil	19.00	
2	KTV HD	General Entertainment	Tamil	19.00	
3	Sun Music HD	Music	Tamil	19.00	
4	Gemini TV HD	General Entertainment	Telugu	19.00	
5	Gemini Movies HD	General Entertainment	Telugu	19.00	
6	Gemini Music HD	Music	Telugu	19.00	
7	Udaya HD	General Entertainment	Kannada	19.00	
8	Surya HD	General Entertainment	Malayalam	19.00	
Free to Air Channel					
9	Sun Bangla HD	General Entertainment	Bangla	NA	
10	Sun Marathi HD	General Entertainment	Marathi	NA	

***Distribution fee is 20% of MRP of subscribed channel/bouquet**

*TVCH reserves the right to revise the MRPs and/or nature of the a-la-carte channels, subject to compliance with the Applicable Laws.

*TVCH reserves the right to offer promotion schemes on the maximum retail price of a-la-carte pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time.

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ANNEXURE B-1

BOUQUETS OF STANDARD DEFINITION CHANNELS and HD CHANNELS

SD Bouquet 1 - Tamil Basic

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV	General Entertainment	Tamil	19.00	49.00	13.49		Tamilnadu, Puducherry & Andaman
2	KTV	General Entertainment	Tamil	19.00		13.49		
3	Adithya TV	General Entertainment	Tamil	9.00		6.39		
4	Sun Music	Music	Tamil	6.00		4.26		
5	Chutti TV	Kids	Tamil	6.00		4.26		
6	Sun News	News & Current Affairs	Tamil	1.00		0.72		
7	Sun Life	General Entertainment	Tamil	9.00		6.39		

SD Bouquet 2 - Telugu Basic

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Gemini TV	General Entertainment	Telugu	19.00	38.00	13.37		Andhra Pradesh and Telangana
2	Gemini Movies	General Entertainment	Telugu	17.00		11.97		
3	Gemini Comedy	General Entertainment	Telugu	5.00		3.52		
4	Gemini Music	Music	Telugu	4.00		2.81		
5	Kushi TV	Kids	Telugu	4.00		2.81		
6	Gemini Life	General Entertainment	Telugu	5.00		3.52		

SD Bouquet 3 - Kannada Basic

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Udaya TV	General Entertainment	Kannada	19.00	38.00	13.37		Karnataka
2	Udaya Movies	General Entertainment	Kannada	19.00		13.37		
3	Udaya Comedy	General Entertainment	Kannada	6.00		4.22		
4	Udaya Music	Music	Kannada	5.00		3.52		
5	Chintu TV	Kids	Kannada	5.00		3.52		

SD Bouquet 4 - Malayalam Basic

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Surya TV	General Entertainment	Malayalam	12.00	22.00	7.33		Kerala and Lakshwadeep
2	Surya Movies	General Entertainment	Malayalam	11.00		6.72		
3	Kochu TV	Kids	Malayalam	5.00		3.07		
4	Surya Music	Music	Malayalam	4.00		2.44		
5	Surya Comedy	General Entertainment	Malayalam	4.00		2.44		

SD Bouquet 5 - Tamil Telugu

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV	General Entertainment	Tamil	19.00	68.00	10.50		Tamilnadu, Puducherry, Andaman, Andhra Pradesh and Telangana
2	KTV	General Entertainment	Tamil	19.00		10.50		
3	Adithya TV	General Entertainment	Tamil	9.00		4.98		
4	Sun Music	Music	Tamil	6.00		3.32		
5	Chutti TV	Kids	Tamil	6.00		3.32		
6	Sun News	News & Current Affairs	Tamil	1.00		0.55		
7	Sun Life	General Entertainment	Tamil	9.00		4.98		
8	Gemini TV	General Entertainment	Telugu	19.00		10.50		
9	Gemini Movies	General Entertainment	Telugu	17.00		9.40		
10	Gemini Comedy	General Entertainment	Telugu	5.00		2.76		
11	Gemini Music	Music	Telugu	4.00		2.21		
12	Kushi TV	Kids	Telugu	4.00		2.21		
13	Gemini Life	General Entertainment	Telugu	5.00		2.76		

SD Bouquet 6 - Tamil Kannada

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV	General Entertainment	Tamil	19.00	68.00	10.50		Tamilnadu, Puducherry, Andaman and Karnataka
2	KTV	General Entertainment	Tamil	19.00		10.50		
3	Adithya TV	General Entertainment	Tamil	9.00		4.98		
4	Sun Music	Music	Tamil	6.00		3.32		
5	Chutti TV	Kids	Tamil	6.00		3.32		
6	Sun News	News & Current Affairs	Tamil	1.00		0.55		
7	Sun Life	General Entertainment	Tamil	9.00		4.98		
8	Udaya TV	General Entertainment	Kannada	19.00		10.50		
9	Udaya Movies	General Entertainment	Kannada	19.00		10.50		
10	Udaya Comedy	General Entertainment	Kannada	6.00		3.32		
11	Udaya Music	Music	Kannada	5.00		2.76		
12	Chintu TV	Kids	Kannada	5.00		2.76		

SD Bouquet 7- Tamil Malayalam

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV	General Entertainment	Tamil	19.00	58.00	10.50		Tamilnadu, Puducherry, Andaman, Kerala and Lakshwadeep
2	KTV	General Entertainment	Tamil	19.00		10.50		
3	Adithya TV	General Entertainment	Tamil	9.00		4.97		
4	Sun Music	Music	Tamil	6.00		3.31		
5	Chutti TV	Kids	Tamil	6.00		3.31		
6	Sun News	News & Current Affairs	Tamil	1.00		0.55		
7	Sun Life	General Entertainment	Tamil	9.00		4.97		
8	Surya TV	General Entertainment	Malayalam	12.00		6.63		
9	Surya Movies	General Entertainment	Malayalam	11.00		6.08		
10	Kochu TV	Kids	Malayalam	5.00		2.76		
11	Surya Music	Music	Malayalam	4.00		2.21		
12	Surya Comedy	General Entertainment	Malayalam	4.00		2.21		

SD Bouquet 8 - Telugu Kannada

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Gemini TV	General Entertainment	Telugu	19.00	60.00	10.56		Andhra Pradesh, Telangana and Karnataka
2	Gemini Movies	General Entertainment	Telugu	17.00		9.44		
3	Gemini Comedy	General Entertainment	Telugu	5.00		2.78		
4	Gemini Music	Music	Telugu	4.00		2.22		
5	Kushi TV	Kids	Telugu	4.00		2.22		
6	Gemini Life	General Entertainment	Telugu	5.00		2.78		
7	Udaya TV	General Entertainment	Kannada	19.00		10.56		
8	Udaya Movies	General Entertainment	Kannada	19.00		10.56		
9	Udaya Comedy	General Entertainment	Kannada	6.00		3.33		
10	Udaya Music	Music	Kannada	5.00		2.78		
11	Chintu TV	Kids	Kannada	5.00		2.78		

SD Bouquet 9 - Telugu Malayalam

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Gemini TV	General Entertainment	Telugu	19.00	50.00	10.56		Andhra Pradesh, Telangana, Kerala and Lakshwadeep
2	Gemini Movies	General Entertainment	Telugu	17.00		9.44		
3	Gemini Comedy	General Entertainment	Telugu	5.00		2.78		
4	Gemini Music	Music	Telugu	4.00		2.22		
5	Kushi TV	Kids	Telugu	4.00		2.22		
6	Gemini Life	General Entertainment	Telugu	5.00		2.78		
7	Surya TV	General Entertainment	Malayalam	12.00		6.67		
8	Surya Movies	General Entertainment	Malayalam	11.00		6.11		
9	Kochu TV	Kids	Malayalam	5.00		2.78		
10	Surya Music	Music	Malayalam	4.00		2.22		
11	Surya Comedy	General Entertainment	Malayalam	4.00		2.22		

SD Bouquet 10 - Kannada Malayalam

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Udaya TV	General Entertainment	Kannada	19.00	50.00	10.56		Karnataka, Kerala and Lakshwadeep
2	Udaya Movies	General Entertainment	Kannada	19.00		10.56		
3	Udaya Comedy	General Entertainment	Kannada	6.00		3.33		
4	Udaya Music	Music	Kannada	5.00		2.78		
5	Chintu TV	Kids	Kannada	5.00		2.78		
6	Surya TV	General Entertainment	Malayalam	12.00		6.67		
7	Surya Movies	General Entertainment	Malayalam	11.00		6.11		
8	Kochu TV	Kids	Malayalam	5.00		2.78		
9	Surya Music	Music	Malayalam	4.00		2.22		
10	Surya Comedy	General Entertainment	Malayalam	4.00		2.22		

SD Bouquet 11 - SUN ULTIMATE PACK

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV	General Entertainment	Tamil	19.00	118.00	10.53		Tamilnadu, Puducherry, Andaman, Kerala, Lakshwadeep, Andhra Pradesh, Telangana and Karnataka
2	KTV	General Entertainment	Tamil	19.00		10.53		
3	Adithya TV	General Entertainment	Tamil	9.00		4.99		
4	Sun Music	Music	Tamil	6.00		3.32		
5	Chutti TV	Kids	Tamil	6.00		3.32		
6	Sun News	News & Current Affairs	Tamil	1.00		0.55		
7	Sun Life	General Entertainment	Tamil	9.00		4.99		
8	Gemini TV	General Entertainment	Telugu	19.00		10.53		
9	Gemini Movies	General Entertainment	Telugu	17.00		9.42		
10	Gemini Comedy	General Entertainment	Telugu	5.00		2.77		
11	Gemini Music	Music	Telugu	4.00		2.22		
12	Kushi TV	Kids	Telugu	4.00		2.22		
13	Gemini Life	General Entertainment	Telugu	5.00		2.77		
14	Udaya TV	General Entertainment	Kannada	19.00		10.53		
15	Udaya Movies	General Entertainment	Kannada	19.00		10.53		
16	Udaya Comedy	General Entertainment	Kannada	6.00		3.32		
17	Udaya Music	Music	Kannada	5.00		2.77		
18	Chintu TV	Kids	Kannada	5.00		2.77		
19	Surya TV	General Entertainment	Malayalam	12.00		6.65		
20	Surya Movies	General Entertainment	Malayalam	11.00		6.09		
21	Kochu TV	Kids	Malayalam	5.00		2.77		
22	Surya Music	Music	Malayalam	4.00		2.22		
23	Surya Comedy	General Entertainment	Malayalam	4.00		2.22		

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HD Bouquet 1 - Tamil Basic

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV HD	General Entertainment	Tamil	19.00	70.00	16.22		Tamilnadu, Puduchery & Andaman
2	KTV HD	General Entertainment	Tamil	19.00		16.22		
3	Adithya TV	General Entertainment	Tamil	9.00		7.68		
4	Sun Music HD	Music	Tamil	19.00		16.22		
5	Chutti TV	Kids	Tamil	6.00		5.12		
6	Sun News	News & Current Affairs	Tamil	1.00		0.85		
7	Sun Life	General Entertainment	Tamil	9.00		7.68		

HD Bouquet 2 - Telugu Basic

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Gemini TV HD	General Entertainment	Telugu	19.00	60.00	16.06		Andhra Pradesh and Telangana
2	Gemini Movies HD	General Entertainment	Telugu	19.00		16.06		
3	Gemini Comedy	General Entertainment	Telugu	5.00		4.23		
4	Gemini Music HD	Music	Telugu	19.00		16.06		
5	Kushi TV	Kids	Telugu	4.00		3.38		
6	Gemini Life	General Entertainment	Telugu	5.00		4.23		

HD Bouquet 3 - Kannada Basic

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Udaya HD	General Entertainment	Kannada	19.00	50.00	17.59		Karnataka
2	Udaya Movies	General Entertainment	Kannada	19.00		17.59		
3	Chintu TV	Kids	Kannada	5.00		4.63		
4	Udaya Music	Music	Kannada	5.00		4.63		
5	Udaya Comedy	General Entertainment	Kannada	6.00		5.56		

HD Bouquet 4 - Malayalam Basic

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Surya HD	General Entertainment	Malayalam	19.00	30.00	13.26		Kerala and Lakshwadeep
2	Surya Movies	General Entertainment	Malayalam	11.00		7.67		
3	Kochu TV	Kids	Malayalam	5.00		3.49		
4	Surya Music	Music	Malayalam	4.00		2.79		
5	Surya Comedy	General Entertainment	Malayalam	4.00		2.79		

HD Bouquet 5 - Tamil Telugu

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV HD	General Entertainment	Tamil	19.00	90.00	11.18		Tamilnadu, Puducherry, Andaman, Andhra Pradesh and Telangana
2	KTV HD	General Entertainment	Tamil	19.00		11.18		
3	Adithya TV	General Entertainment	Tamil	9.00		5.29		
4	Sun Music HD	Music	Tamil	19.00		11.18		
5	Chutti TV	Kids	Tamil	6.00		3.53		
6	Sun News	News & Current Affairs	Tamil	1.00		0.59		
7	Sun Life	General Entertainment	Tamil	9.00		5.29		
8	Gemini TV HD	General Entertainment	Telugu	19.00		11.18		
9	Gemini Movies HD	General Entertainment	Telugu	19.00		11.18		
10	Gemini Comedy	General Entertainment	Telugu	5.00		2.94		
11	Gemini Music HD	Music	Telugu	19.00		11.18		
12	Kushi TV	Kids	Telugu	4.00		2.35		
13	Gemini Life	General Entertainment	Telugu	5.00		2.94		

HD Bouquet 6 - Tamil Kannada

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV HD	General Entertainment	Tamil	19.00	80.00	11.18		Tamilnadu, Puducherry, Andaman and Karnataka
2	KTV HD	General Entertainment	Tamil	19.00		11.18		
3	Adithya TV	General Entertainment	Tamil	9.00		5.29		
4	Sun Music HD	Music	Tamil	19.00		11.18		
5	Chutti TV	Kids	Tamil	6.00		3.53		
6	Sun News	News & Current Affairs	Tamil	1.00		0.59		
7	Sun Life	General Entertainment	Tamil	9.00		5.29		
8	Udaya HD	General Entertainment	Kannada	19.00		11.18		
9	Udaya Movies	General Entertainment	Kannada	19.00		11.18		
10	Udaya Comedy	General Entertainment	Kannada	6.00		3.53		
11	Udaya Music	Music	Kannada	5.00		2.94		
12	Chintu TV	Kids	Kannada	5.00		2.94		

HD Bouquet 7- Tamil Malayalam

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV HD	General Entertainment	Tamil	19.00	80.00	12.16		Tamilnadu, Puducherry, Andaman, Kerala and Lakshwadeep
2	KTV HD	General Entertainment	Tamil	19.00		12.16		
3	Adithya TV	General Entertainment	Tamil	9.00		5.76		
4	Sun Music HD	Music	Tamil	19.00		12.16		
5	Chutti TV	Kids	Tamil	6.00		3.84		
6	Sun News	News & Current Affairs	Tamil	1.00		0.64		
7	Sun Life	General Entertainment	Tamil	9.00		5.76		
8	Surya HD	General Entertainment	Malayalam	19.00		12.16		
9	Surya Movies	General Entertainment	Malayalam	11.00		7.04		
10	Kochu TV	Kids	Malayalam	5.00		3.20		
11	Surya Music	Music	Malayalam	4.00		2.56		
12	Surya Comedy	General Entertainment	Malayalam	4.00		2.56		

HD Bouquet 8- Telugu Kannada

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Gemini TV HD	General Entertainment	Telugu	19.00	80.00	12.16		Andhra Pradesh, Telangana and Karnataka
2	Gemini Movies HD	General Entertainment	Telugu	19.00		12.16		
3	Gemini Comedy	General Entertainment	Telugu	5.00		3.20		
4	Gemini Music HD	Music	Telugu	19.00		12.16		
5	Kushi TV	Kids	Telugu	4.00		2.56		
6	Gemini Life	General Entertainment	Telugu	5.00		3.20		
7	Udaya HD	General Entertainment	Kannada	19.00		12.16		
8	Udaya Movies	General Entertainment	Kannada	19.00		12.16		
9	Udaya Comedy	General Entertainment	Kannada	6.00		3.84		
10	Udaya Music	Music	Kannada	5.00		3.20		
11	Chintu TV	Kids	Kannada	5.00		3.20		

HD Bouquet 9 - Telugu Malayalam

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Gemini TV HD	General Entertainment	Telugu	19.00	70.00	11.67		Andhra Pradesh, Telangana, Kerala and Lakshwadeep
2	Gemini Movies HD	General Entertainment	Telugu	19.00		11.67		
3	Gemini Comedy	General Entertainment	Telugu	5.00		3.07		
4	Gemini Music HD	Music	Telugu	19.00		11.67		
5	Kushi TV	Kids	Telugu	4.00		2.46		
6	Gemini Life	General Entertainment	Telugu	5.00		3.07		
7	Surya HD	General Entertainment	Malayalam	19.00		11.67		
8	Surya Movies	General Entertainment	Malayalam	11.00		6.75		
9	Kochu TV	Kids	Malayalam	5.00		3.07		
10	Surya Music	Music	Malayalam	4.00		2.46		
11	Surya Comedy	General Entertainment	Malayalam	4.00		2.46		

HD Bouquet 10 - Kannada Malayalam

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Udaya HD	General Entertainment	Kannada	19.00	65.00	12.73		Karnataka, Kerala and Lakhswadeep
2	Udaya Movies	General Entertainment	Kannada	19.00		12.73		
3	Udaya Comedy	General Entertainment	Kannada	6.00		4.02		
4	Udaya Music	Music	Kannada	5.00		3.35		
5	Chintu TV	Kids	Kannada	5.00		3.35		
6	Surya HD	General Entertainment	Malayalam	19.00		12.73		
7	Surya Movies	General Entertainment	Malayalam	11.00		7.37		
8	Kochu TV	Kids	Malayalam	5.00		3.35		
9	Surya Music	Music	Malayalam	4.00		2.68		
10	Surya Comedy	General Entertainment	Malayalam	4.00		2.68		

HD Bouquet 11 - SUN ULTIMATE PACK

S.No.	Channel	Genre	Language	A La Carte	Bouquet Price	Effective price of Channel for Incentive Computation	Bouquet Availed (Yes/No)	Primary Market for LCN Incentive
1	Sun TV HD	General Entertainment	Tamil	19.00	140.00	10.64		Tamilnadu, Puducherry, Andaman, Kerala, Lakshwadeep, Andhra Pradesh, Telangana and Karnataka
2	KTV HD	General Entertainment	Tamil	19.00		10.64		
3	Adithya TV	General Entertainment	Tamil	9.00		5.04		
4	Sun Music HD	Music	Tamil	19.00		10.64		
5	Chutti TV	Kids	Tamil	6.00		3.36		
6	Sun News	News & Current Affairs	Tamil	1.00		0.56		
7	Sun Life	General Entertainment	Tamil	9.00		5.04		
8	Gemini TV HD	General Entertainment	Telugu	19.00		10.64		
9	Gemini Movies HD	General Entertainment	Telugu	19.00		10.64		
10	Gemini Comedy	General Entertainment	Telugu	5.00		2.80		
11	Gemini Music HD	Music	Telugu	19.00		10.64		
12	Kushi TV	Kids	Telugu	4.00		2.24		
13	Gemini Life	General Entertainment	Telugu	5.00		2.80		
14	Udaya HD	General Entertainment	Kannada	19.00		10.64		
15	Udaya Movies	General Entertainment	Kannada	19.00		10.64		
16	Udaya Comedy	General Entertainment	Kannada	6.00		3.36		
17	Udaya Music	Music	Kannada	5.00		2.80		
18	Chintu TV	Kids	Kannada	5.00		2.80		
19	Surya HD	General Entertainment	Malayalam	19.00		10.64		
20	Surya Movies	General Entertainment	Malayalam	11.00		6.16		
21	Kochu TV	Kids	Malayalam	5.00		2.80		
22	Surya Music	Music	Malayalam	4.00		2.24		
23	Surya Comedy	General Entertainment	Malayalam	4.00		2.24		

***Distribution fee is 20% of MRP of subscribed channel/bouquet**

*TVCH reserves the right to revise the MRPs of bouquet of pay channels, subject to compliance with the Applicable Laws.

*TVCH reserves the right to offer promotion schemes on the bouquet of pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time. The prices of the a-la-carte pay channel(s) offered under such promotional scheme shall be considered as maximum retail price(s) during the period of such promotional scheme.

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ANNEXURE B-2

INCENTIVE SCHEME

If the Licensee subscribes to any of our Bouquet(s) and/or A-la-carte Channels and offers the same to the Subscribers on standalone basis or as part of any Licensee Tier(s)/Package (s), the Licensee shall be entitled to discount of 15 % as per Table A below, subject to fulfilling the terms set out below:

(a) If the channels are placed in the LCN slabs as per Table B below; and
(b) If the aggregation of the Monthly Average Subscribers of the Licensee, consisting of a-la-carte channels and Bouquets comprising of such a-la-carte channels, reaches **80%** of its active subscribers in the respective Primary Market.

TVCH reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of any of the Incentive Schemes at its sole discretion. In addition, TVCH at sole discretion may amend the Incentive Scheme(s) in the event, during the Term, (i) SUN launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by TVCH and/ or its current or future subsidiaries, and in such an event TVCH shall have the right to withdraw and/ or modify this Annexure and/ or the Incentives set out herein in its sole discretion.

Table A
LCN Incentive Discount Percentage

Incentive Percentage
15%

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TABLE B

Genre and Logical Channel Number (LCN)

Sl.No	Channel Name	Genre	Competing Channels of Other Broadcasters	LCN Ranking
1	Sun TV	General Entertainment (Tamil)	KTV, Adithya TV, Sun Life, Vijay TV, Vijay Super, Zee Tamil, Colors Tamil, Raj TV, Kalaignar TV, Jaya TV, Polimer TV and similar channels	1 to 2
2	K TV	General Entertainment (Tamil)	Sun TV, Adithya TV, Sun Life, Vijay TV, Vijay Super, Zee Tamil, Colors Tamil, Raj TV, Kalaignar TV, Jaya TV, Polimer TV and similar channels	1 to 4
3	Adithya TV	General Entertainment (Tamil)	Sun TV, KTV, Sun Life, Vijay TV, Vijay Super, Zee Tamil, Colors Tamil, Raj TV, Kalaignar TV, Jaya TV, Polimer TV and similar channels	1 to 7
4	Sun Life	General Entertainment (Tamil)	Sun TV, KTV, Adithya TV, Vijay TV, Vijay Super, Zee Tamil, Colors Tamil, Raj TV, Kalaignar TV, Jaya TV, Polimer TV and similar channels	1 to 6
5	Sun Music	Music (Tamil)	Isaiyaruvi, Jaya Max, Sahana, Mega Musiq, Raj Musix and similar channels	1 to 2
6	Chutti TV	Kids (Tamil)	Pogo, Cartoon Network, Nick, Disney XD, Disney, Discovery Kids, Hungama, Sony YAY, Kalaignar Chitiram, Baby TV, Disney Jr, Nick Jr and Nick Sonic and similar channels	1 to 7
7	Sun News	News & Current Affairs (Tamil)	Kalaignar Seithigal, Polimer News, Puthiyathalaimurai, Thanthi TV, News 7 Tamil, Jaya Plus, Cauvery News, Raj News and News 18 Tamilnadu and similar channels	1 to 5
8	Sun TV HD	General Entertainment (Tamil)	KTV HD, Vijay TV HD, Zee Tamil HD, Colors Tamil HD and Jaya TV HD and similar channels	1 to 2
9	K TV HD	General Entertainment (Tamil)	Sun TV HD, Vijay TV HD, Zee Tamil HD, Colors Tamil HD and Jaya TV HD and similar channels	1 to 3
10	Sun Music HD	Music (Tamil)	Sahana HD and similar channels	1 to 2
11	Gemini TV	General Entertainment (Telugu)	Gemini Movies, Gemini Comedy, Gemini Life, ETV Telugu, ETV Plus, Maa Gold, Maa TV and similar channels	1 to 3
12	Gemini Movies	General Entertainment (Telugu)	Gemini TV, Gemini Comedy, Gemini Life, ETV Telugu, ETV Plus, Maa Gold, Maa TV and similar channels	1 to 6
13	Gemini Comedy	General Entertainment (Telugu)	Gemini TV, Gemini Movies, Gemini Life, ETV Telugu, ETV Plus, Maa Gold, Maa TV and similar channels	1 to 10
14	Gemini Music	Music (Telugu)	Maa Music, Raj Music and similar channels	1 to 3
15	Kushi TV	Kids (Telugu)	Cartoon Network, Pogo, Nickolodeon, Disney, Disney Jr, Discovery Kids, Baby TV and similar channels	1 to 9
16	Gemini Life	General Entertainment (Telugu)	Gemini TV, Gemini Movies, Gemini Comedy, ETV Telugu, ETV Plus, Maa Gold, Maa TV and similar channels	1 to 9
17	Gemini TV HD	General Entertainment (Telugu)	Gemini Movies HD, ETV HD, Zee Telugu HD, Maa TV HD and Similar Channels	1 to 3
18	Gemini Movies HD	General Entertainment (Telugu)	Gemini TV HD, Maa Movies HD, Zee Cinemalu HD and similar channels.	1 to 5
19	Gemini Music HD	Music (Telugu)		1 to 2
20	Udaya TV	General Entertainment (Kannada)	Udaya Movies, Udaya Comedy, Colors Kannada, Colors Super, Star Survarna, Kasturi TV, Zee Kannada, DD Chandana and similar channels	1 to 3
21	Udaya Movies	General Entertainment (Kannada)	Udaya TV, Udaya Comedy, Colors Kannada, Colors Super, Star Survarna, Kasturi TV, Zee Kannada, DD Chandana and similar channels	1 to 6
22	Udaya Comedy	General Entertainment (Kannada)	Udaya TV, Udaya Movies, Colors Kannada, Colors Super, Star Survarna, Kasturi TV, Zee Kannada, DD Chandana and similar channels	1 to 7

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23	Udaya Music	Music (Kannada)	Raj Music, Public Music and similar channels	1 to 2
24	Chintu TV	Kids (Kannada)	Nick, Cartoon, Pogo, Discovery Kids, Disney, Disney XD, Hungama, Nick Junior, Disney Junior, Sonic and similar channels	1 to 10
25	Udaya HD	General Entertainment (Kannada)	Suvarna HD, Colors Kannada HD and similar channels	1 to 3
26	Surya TV	General Entertainment (Malayalam)	Surya Movies, Surya Comedy, Asianet, Asianet Plus, Flowers, Mazhavil Manorama, Kairali, Amrita, Jeevan, Jaihind, Janam and similar channels	1 to 3
27	Surya Movies	General Entertainment (Malayalam)	Surya TV, Surya Comedy, Asianet, Asianet Plus, Flowers, Mazhavil Manorama, Kairali, Amrita, Jeevan, Jaihind, Janam and similar channels	1 to 5
28	Kochu TV	Kids (Malayalam)	Sony Yay, Nick, Cartoon, Pogo, Discovery Kids, Disney, Disney XD, Hungama, Nick Junior, Disney Junior, Sonic and similar channels	1 to 8
29	Surya Music	Music (Malayalam)	Kappa and similar channels	1 to 2
30	Surya Comedy	General Entertainment (Malayalam)	Surya TV, Surya Movies, Asianet, Asianet Plus, Flowers, Mazhavil Manorama, Kairali, Amrita, Jeevan, Jaihind, Janam and similar channels	1 to 7
31	Surya HD	General Entertainment (Malayalam)	Mazhavil HD, Asianet HD and similar channels	1 to 3

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***If the Licensee intends to avail Incentive, please tick against the box**: YES* ☐

By ticking against the LCN Incentive opted by the Licensee, the Licensee represents and agrees that:

1. The Licensee has gone through the Incentive Scheme offered by TVCH in its entirety and is desirous of availing the Incentive Scheme under this Agreement
2. The Licensee shall become eligible for the opted Incentive Scheme by complying with the respective Incentive Scheme qualifying parameters as set out in Annexure – B2 of this agreement and by providing Qualifying Reports in the formats set out in Table I in Schedule D-I duly signed by the authorized signatory
3. The Qualifying Report should specifically capture the Logical Channel Number(LCN) allotted to each of the Subscribed Channel and its ranking in the relevant primary market. The report should also be enclosed with a snap shot of the LCN allotted for each subscribed channel in the primary market.
4. The Qualifying Report should contain the active subscribers in the primary market.
5. On such compliance, the Licensee shall submit the Incentive Subscription Reports to TVCH for calculation of the applicable Incentive. Basis the calculations provided by TVCH to the Licensee and subject to eligibility, TVCH shall intimate (e-mails permitted) the Licensee of the entitled incentive value ("Eligible Incentive Value") within 7 days from the receipt of Qualifying Report. On receipt of the same, the Licensee shall raise duly signed invoices in accordance with GST Laws towards the Eligible Incentive Value on TVCH within 7 days from date of receipt of said intimation from TVCH. The Licensee's invoice towards such Eligible Incentive Value shall refer to the GSTIN of TVCH included in the TVCH'S invoice towards Subscription Fee.
6. The Eligible Incentive Value payable by TVCH in respect of Incentive shall be exclusive of GST, cess, charges, levies, duties, or similar taxes, as applicable.
7. In due compliance of its obligations, the Licensee shall remit the GST so charged (if any) from TVCH, subject to a valid invoice / debit note, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables TVCH to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on TVCH) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to TVCH under its appropriate GST registration under applicable laws for non-payment of taxes charged to TVCH or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTN platform), then the Licensee shall rectify the said non-compliances/errors to ensure that TVCH gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Licensee as above, then TVCH shall have the right to set off such shortfall against the subsequent payments of the Eligible Incentive Value to the Licensee or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the Licensee. If the Licensee is blacklisted or its compliance rating falls below the prescribed limit, tax charged by the Licensee in the invoice would be paid by the TVCH only after the credit is reflected on GSTN platform.
8. Eligible Incentive Value to be paid by TVCH shall be subject to deductions as prescribed under any applicable law including but not limited to GST and Income Tax Act, 1961.
9. Upon receipt of invoice for every calendar month from the Licensee, the payment will be processed and paid or adjusted against outstanding subscription dues, if any, with due communication to Licensee.
10. All invoices, credit notes and debit notes issued by the Licensee must set out the various taxes that are charged including but not limited to the GST and must be issued in accordance with the applicable laws and should be sent to TVCH within [7(seven)] days of issuance. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note, then TVCH will not be required to pay any such taxes and such taxes will be borne by the Licensee.
11. The Licensee's compliance of the terms of this Annexure B2 shall be in addition to Licensee's compliance of the rest of the terms of this Agreement.
12. The Licensee shall not be entitled for any Incentive(s) in the event-
    1) The Licensee fails to comply with any of the terms and conditions of the agreement; and/or
    2) The Licensee fails to meet any of the Incentive qualifying parameters; and/or
    3) The Licensee fails to submit the Qualifying Reports in the prescribed format in Schedule D-**1** on or before the deadline specified in Note 3 of Schedule D-1 and/or
    4) There is a discrepancy between the Subscriber Reports and Qualifying Report submitted by the Licensee.

With reference to availing Incentive under this Annexure B-2 by the Licensee, TVCH shall have the right to audit the Addressable Systems, CAS, SMS and other related systems of the Licensee by Empaneled Auditor to verify the Licensee's compliance of its obligations, declarations, representations and warranties under this Annexure B2 including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by the Licensee to TVCH for availing Incentive hereunder. If during the Audit it is revealed that the Licensee has misrepresented any information contained in the Qualifying Report or any item having a bearing on the computation of the opted Incentive and/or the Monthly Subscription Fee payable by the Licensee, without prejudice to TVCH's rights under this

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Agreement and applicable Laws, TVCH shall be entitled to revoke the Incentive availed by the Licensee and/or if TVCH has already paid the Eligible Incentive Value, then the Licensee shall be liable to issue a credit note in accordance with applicable GST Laws to TVCH of the Eligible Incentive Value already paid by TVCH.

ANNEXURE B-3
CALCULATION OF MONTHLY LICENSE FEES
(ILLUSTRATIONS)

1. If the Licensee subscribes Sun TV on an a-la-carte basis and offers the same to the Subscribers on a-la-carte basis

MRP of Sun TV	: Rs. 19.00
Less Distribution Margin @20% of MRP	: Rs. 3.80
TVCH's share of MRP	: Rs. 15.20
Assuming Monthly Average Subscriber Level	: 10,000
Monthly License Fee	: Rs. 1,52,000/-

2. If the Licensee subscribes SUN TV on an a-la-carte basis and offers the same to the Subscribers as part of Licensee's Tiers(s)/Package(s)

MRP of Sun TV	: Rs. 19.00
Less Distribution Margin @20% of MRP	: Rs. 3.80
TVCH's share of MRP	: Rs. 15.20
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly License Fee	: Rs. 1,52,000/-

3. If the Licensee subscribes SD Bouquet -1 Tamil Basic and offers the same to the Subscribers as standalone Tier/Package

MRP of SD Bouquet -1 Tamil Basic	: Rs. 49.00
Less Distribution Margin 20% of MRP	: Rs. 9.80
TVCH's share of MRP	: Rs. 39.20
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly License Fee	: Rs. 3,92,000/-

4. If the Licensee subscribes SD Bouquet -1 Tamil Basic and offers the same to the Subscribers as part of Licensee's Tiers(s)/Package(s)

MRP of SD Bouquet -1 Tamil Basic	: Rs. 49.00
Less Distribution Margin @20% of MRP	: Rs. 9.80
TVCH's share of MRP	: Rs. 39.20
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly License Fee	: Rs. 3,92,000/-

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ANNEXURE B-4
LCN INCENTIVE CALCULATION
(ILLUSTRATION)

Let us assume that the distributor has met the requirement of LCN as specified in Annexure B-2, Table B .Then :-

A) In case the actual subscription percentage of a channel in primary target market reaches say 35% on a-la-carte basis and say 45% in bouquet on his total active subscriber base, then the distributor becomes eligible to get the LCN Incentive discount percentage as specified in Table – A in Annexure B-2, as the actual combined subscription percentage of that channel would be 80%.

In such case, the discount to be offered as an incentive for the combined subscription attained will be calculated in proportion to the channel's revenue on a-la-carte basis as well as in a bouquet, i.e. on the maximum retail price and the 'effective price' of the channel as specified in Annexure B-1, respectively. The final amount of incentive for the Channel will be arrived at as below:

Sum of Proportionate Revenue of the Channel on a-la-carte basis and as part of bouquet = Maximum retail price x Monthly Average Subscription on a-la-carte basis + Effective Price of channel in bouquet x Monthly Average Subscription of the bouquet

Amount of Discount on Channel = Sum of Proportionate Revenue of Channel on a-la-carte and bouquets X 15% Discount

B) If the channel is offered on a-la-carte basis and also as a part of two bouquets, and its actual subscription percentage is 15% in a-la-carte, 20% as part of Bouquet A and 45% as part of Bouquet B. In such case, the discount to be offered as an incentive for the combined subscription attained will be calculated in proportion to the channel's revenue on a-la-carte as well as in each of the bouquets

Sum of Proportionate Revenue of the Channel on a-la-carte basis and as part of bouquets = Maximum retail price x Monthly Average Subscription on a-la-carte basis + Effective Price in Bouquet A x Monthly Average Subscription of Bouquet A + Effective Price in Bouquet B x Monthly Average Subscription of Bouquet B

Amount of Discount of the Channel = Sum of Proportionate Revenue of the Channel on a-la-carte basis and as part of bouquets x 15 % Discount.

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ANNEXURE C
EQUIPMENT DETAILS

| Channel | Digital Satellite Receiver No.: | | |

ANNEXURE D
EXECUTION REQUIREMENTS

1. If the Licensee is an individual or a sole proprietor:

(i) Photograph of the proprietor of the Applicant firm.
(ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
(iii) Self attested copy of Passport / Voters ID / PAN Card / driving license for signature verification.
(iv) Copy each of DAS License, GST Registration, TAN No., and Entertainment Tax Registration Number.
(v) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
(vi) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
(vii) Copy of CAS &SMS integration certificate specifying the date of integration.

2. **If the Licensee is a partnership firm:**
(i) Certified true copy of the registered Partnership Deed.
(ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
(iii) Photograph of the signatory.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Copy of DAS License, GST Registration, TAN No., Entertainment Tax Registration Number.
(vi) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
(vii) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
(viii) Copy of CAS &SMS integration certificate specifying the date of integration.

3. **If the Licensee is a company:**

(i) The Certificate of Incorporation – certified by the Company Secretary /Director.
(ii) Memorandum and Articles of Association of the company.
(iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Photograph of the signatory.
(vi) Copy each of DAS License, GST Registration, TAN No., and Entertainment Tax Registration Number.
(vii) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
(viii) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
(ix) Copy of CAS &SMS integration certificate specifying the date of integration.

4. **If the Licensee is a Hindu Undivided Family "HUF"**
(i) The photograph of the Karta.
(ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
(iii) The names of all coparceners and his/her relation with the Karta.
(iv) Relevant documents, including any Partition Deed, Family Settlement Deed etc.
(v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
(vi) Copy each of DAS License, GST Registration, TAN No., Entertainment Tax Registration Number.
(vii) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
(viii) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
(ix) Copy of CAS &SMS integration certificate specifying the date of integration.

5. **If the Licensee falls into the "Other" category**
(i) Copy each of DAS License, GST Registration, TAN No., and Entertainment Tax Registration Number.
(ii) Such documents as may be required by TVCH.
(iii) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
(iv) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
(v) Copy of CAS &SMS integration certificate specifying the date of integration.

^Separate declaration forms for each CAS installed at the headend in case of multiple CAS being used
*Separate declaration forms for each SMS installed at the headend in case of multiple SMS being used

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ANNEXURE D-1
CAS VENDOR DECLARATION FORM

[On the letterhead of CAS Vendor]

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its office at _____ and having its DAS headend at _____ has installed Conditional Access System (CAS) from our company for its digital cable network, a snapshot of which is provided below:.

Date of CAS Installation: CAS Version:
CAS ID: NETWORK ID:

We hereby confirm that the above mentioned CAS installed at above mentioned headend meets the addressable system requirements specified in **Schedule III** of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated March 3, 2017 (as amended) including but not limited to the following:

1. The current version of CAS does not have any history of hacking.
2. We have the capability of upgrading of CAS in case of a known incidence of hacking.
3. The CAS is currently in use by other pay television services that have an aggregate of at least 1 million subscribers in the global pay TV market.
4. The CAS has the capacity to handle at least 1 million subscribers in the system.
5. This CAS is independently capable of generating log of all activations and deactivations.
6. We are able to provide monthly log of activations and deactivations on a particular channel or on a particular package / bouquet.
7. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
9. The CAS is capable of individually addressing subscribers on a channel by channel and STB by STB basis.
10. This CAS is capable of giving the reporting, at any desired time, amongst others, about the history of the data (including logs of all activations and deactivations) for the period of last 2 years for every channel and bouquet.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this CAS system.

Thanking you,

For (CAS company name)

(Signature)
Name:
Designation: (not less than a level of COO or CEO or CTO)

Encl: As above

Company seal:

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ANNEXURE D-2
SMS VENDOR DECLARATION FORM

[On the letterhead of SMS Vendor]

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its office at _____ _____ and DAS headend at _____ has installed SMS from our Company for its digital cable network, a snapshot of which is provided below:

Date of SMS Installation:_____

SMS Version: _____

We hereby confirm that the above mentioned SMS installed at above mentioned headend meets the addressable system requirements specified in **Schedule III** of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated March 3, 2017 (as amended) including but not limited to the following:

1. The SMS is currently in use by other pay television services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system on 24x7 basis through the year.
4. This SMS is independently capable of generating log of all activations and deactivations.
5. We are able to provide monthly log of activations and deactivations on a particular channel or on a particular package / bouquet.
6. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
7. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
8. This SMS is capable of giving the reporting, at any desired time, amongst others, about the history of the data (including logs of all activations and deactivations) for the period of last 2 years for every channel and bouquet

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this SMS system.

Thanking you,
For (SMS company name)

(Signature)

Name: _____

Designation: _____ (not less than a level of COO or CEO or CTO)

Encl: As above

Company seal:

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ANNEXURE E
SCOPE OF THE AUDIT

I. Processes and systems walk through:

Understand and Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems in the integrated CAS and SMS system:

- Customer acquisition Form
- Updation of CAS in SMS system
- Integration of SMS system with CAS system
- Activation and De-activation of the channels/packages to the customer in authentication, billing and SMS system
- Bouquet / Subscriber Package change request process
- Package creation
- Mapping channels to Packages
- Mapping service id of channels
- Verification of logs generated for simulation cases in SMS and CAS system
- Customer Retention process, if any
- Deactivation and churn process
- Cycle of report's generation for submitting subscribers details
- Network configuration overview

II. Head End Audit:

Licensee shall provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose. Licensee to submit & confirm:-

- The no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs.
- This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
- All TS from MUX should be encrypted for the territory.
- Licensee to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
- All Pay Channels IRDs to be provided to Licensee's by Company should have SDI/Composite/ SDI output only.
- Company should not give IRDs with ASI/IP output or CAM Module.

III. CAS Audit:

Licensee will make available accurately as under:

- All requirements as per **Schedule A** of this Agreement
- CA system certificate to be provided by Licensee.
- CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- Licensee to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Company by means of a fresh undertaking.
- Reconcile of CAS database / Subscriber Package-wise) with SMS database.
- Review and certify that all activation is done only from SMS and no activation / deactivation from direct CAS system,
- Review and reconcile de-active subscriber / STB between CAS and SMS system
- Licensee should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.
- Complete CAS logs to be provided for the period under review.

Review and understand query used for live extraction of data from CAS for the period under audit.

IV. SMS Audit:

- SMS and CAS should be fully integrated.
- All product authorization must be from SMS only.
- All requirements as per **Schedule A** of this Agreement
- Reconcile SMS data with CAS data.
- Complete SMS logs to be provided for the period under review.

Review and understand query used for live extraction of data from SMS for the period under audit.

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1. Parameters to be validated but not limited only to, during the audit

a. Review Complete Network Diagram
b. Undertaking from Licensees for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
c. Check the number of MUX's installed with active TS outputs. Also check whether all TS from MUX are encrypted.
d. Review whether Live diagram / fiber details of network are captured in SMS system
e. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
f. Review the subscribers activation/ de-activation history in the SMS system
g. Validate if the SMS is integrated with CAS.
h. Validate if independent logs/report can be generated for active and de-active VCs with the product/channels active in both SMS & CAS.
i. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
j. Review the Electronic Programming Guide to check LCN and genre of all Channels
k. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Company/ Aggregators.
l. Review of the following reports is supported by SMS and CAS:
    1. Total no of Subscribers – active & de-active separately
    2. De-active subscribers with ageing
    3. Channel wise Subscribers - total
    4. Channel wise Subscribers – split by Bouquet / Subscriber Package
    5. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
    6. Subscriber/Revenue Reports by State/City
    7. No of Bouquets / Subscriber Package offered
    8. List of Channels / rates of each Bouquet / Subscriber Package
    9. Rate Card Options offered / Attached with active Subscribers
    10. Historical data reports
    11. Free / demo Subscribers details
    12. Exception cases – active only in SMS or CAS

    Review and understand the process followed by the Licensee to compute and arrive at the monthly average subscriber numbers reported to TVCH.

V. STB Audit: As per **Schedule A** of this Agreement

VI. Distribution Network Audit: The Licensee should provide below information in detail:

- Fiber network and PIT information on Geo Map.
- Service area to be defined.

VII. Anti-Piracy Measure: As per **Schedule B** of this Agreement

VIII. Subscriber Audit

1. Provide system generated Channel-wise and Bouquet / Subscriber package –wise report of channels for the platform in non-editable format. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process). Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package. Any reconciliations / checks /adjustments carried out before sending the declarations
2. Analyze declaration reports.
3. Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
4. Analyze the computation of average subscribers
5. Ascertain the average subscribers for a specific period by generating a report for the given period in the presence of the representative/auditors.
6. Analysis of the following - :
    a) Input and change controls of customer data into SMS
    b) SMS user access controls – authentication, authorization and logging
    c) Analyze system logs to identify any significant changes or trail of changes made
    d) Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
    e) Review the system logic for the reports which are inputs to Broadcaster declarations

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f) Channel allocation/fixation to a particular LCN and Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
Activation and deactivation request logs, opening and closing numbers of the active subscribers for a specific period (report to be taken in front of the auditors/ rep).

g) Confirmation of the numbers on the middle of the month on a random chosen dates

h) Report to be extracted in front of the auditors/ representatives of both parties

i) Live Demo of the queries being put in to the system to generate different reports.

j) List of CAS and SMS used by Licensee.

IX. In case of multiple CAS being used by Licensee, to understand synchronization between multiple CAS and SMS.

X. Obtain any other data requirement which would come up during the process of audit.

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ANNEXURE F
AREA AUTHORISED FOR SERVICE & LIST OF AFFILIATED CABLE OPERATORS

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Bennett, Coleman & Company Limited

Reference Interconnection Offer for All Distribution Platforms
(MSO, DTH, HITS & IPTV)
(Without Prejudice)

This Reference Interconnection Offer (RIO) which shall be effective from **February 1, 2024**, is being put out by **Bennett, Coleman & Company Limited** ("BCCL") pursuant to and in compliance with the provisions of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated 03.03.2017 [as amended up to 14.09.2023]; The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 dated 03.03.2017 [as amended up to 22.11.2022] and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 dated 03.03.2017 [as amended up to 01.01.2020] and is without prejudice to our rights and contentions and is subject to final outcome of any on-going or future regulatory changes or order or judgment of a judicial or quasi-judicial body or court.

Distribution Platform Operator (the Operator/ Affiliate), holding permission under the applicable Guidelines/ registered in accordance with the Cable Television Networks (Regulations) Act, 1995 and compliant with all applicable Laws including the TRAI Regulations, the Cable Television Networks (Regulation) Act, 1995 and Cable Television Networks (Regulation) Rules 1994, as amended from time to time, in order to distribute the channels through authorized distribution platform in the territory mentioned herein, shall only be qualified to obtain the interconnection from BCCL in respect of BCCL and M/s Zoom Entertainment Network Limited ("ZENL") channels. Every DPO desirous of availing signals of the Channels shall be required to make a written request to the following persons designated by the Broadcaster, by submitting a duly filled application form as available on http://cloudfront.timesnow.tv/documents/Application_form_for_request_of_signals_of_television_channels.pdf along with documentary evidence of compliance report showing that DPO's digital distribution platform meets the requirements specified under the Schedule III and/or Schedule X (as the case may be) of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as amended up to 14.09.2023 and the compliance to the requirements of addressable systems by the distributors of TV channels, as specified under regulation 4A read with Schedule IX of The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Third Amendment) Regulations, 2021 dated 11.06.2021:

Sr. No.	Name of Designated Person	Contact Number	Email
1.	Prasad Asgekar	022-67549000	prasad.asgekar@timesgroup.com

Kindly note that distribution rights for the channels would be provided only after execution of Subscription agreement by the Affiliate. You are requested to execute the Subscription agreement on a stamp paper of applicable stamp value.

Subscription Agreement

This Subscription Agreement ("Agreement") is executed on this 20_ _ BY and BETWEEN: ___ day of _ BENNETT, COLEMAN & COMPANY LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 7, Times House, Bahadur Shah Zafar Marg, ITO, New Delhi – 110002 and local office at from where BCCL intends to claim GST benefit; PAN No. and GST No. [hereinafter referred to as "BCCL" or "Broadcaster", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns], and of the one part;

And

Affiliate/Distributor (M/s): Skylink Networks

Affiliate's Status: Company Partnership Firm **Proprietorship Firm** Individual HUF

Others

Name ofAuthorizedSignatory (**Mr**./Ms.): Senthil Kumar K

Correspondence Address: B6 ,II Floor,Vue Grande, 339 Chinnaswamy Road, New Siddha Pudhur,Coimbatore-641044

Land Mark:

Village: City/ Taluka: Coimbatore

District: Coimbatore State: Tamil Nadu PIN: 641044

Tel. No.: Mobile No.: 9944399449 EmailID.: senthil@skylink.net.in

GST No: 33CCJPS4784G2Z5

DAS Regd. No: N-45009/9/2023-DAS

PAN: CCJPS4784G

InstallationAddress: 28/8, Thudiyalur Main Road, KCT Tech Park Opp. Saravanampatti,

Coimbatore, Tamil Nadu - 641035

Land Mark: Village: City/ Taluka: Coimbatore District: Coimbatore State:

Tamil Nadu PIN: 641044

Tel. No.: Mobile No.: 9944399449 Fax No.: Contact Person: Senthil Kumar K

BCCL and the Affiliate are hereinafter individually and collectively referred to as "Party" and "Parties", respectively.

WHEREAS:

A. BCCL & M/s Zoom Entertainment Network Limited ("ZENL") are the owners/ broadcasters of the channels (hereinafter collectively referred to as the "Channels") as mentioned in **Annexure A.**

B. BCCL has been exclusively authorized by ZENL to collectively distribute its channel 'Movies Now' (ZENL's channel) (as ZENL is a wholly owned subsidiary of BCCL) along with its own channels (BCCL's channels) to the authorized distribution platforms, including but not limited to registered Multi System Operators using Digital Addressable Cable Television Systems, in India.

C. BCCL has appointed Times Global Broadcasting Company Limited, a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013 having its corporate office at 7, Times House, Bahadur Shah Zafar Marg, ITO, New Delhi – 110002 (hereinafter referred to as "TGBCL") as its Authorized Agent for purposes of collection of the Subscription Fee/Charges of this Agreement;

D. The Affiliate represents that it owns and operates a/ an Platform ("Distribution Platform") and distributes TV services in the Territory.

E. The Affiliate has represented to BCCL that it has the necessary infrastructure, resources, experience and expertise in distributing television channels/service to its Subscribers and is desirous to subscribe to the Channels for further retransmission to its Subscribers using its Distribution Platform network in the Territory as per Clause 5.4 of this Agreement as detailed in **Annexure F** and on the representation of the Affiliate, BCCL has agreed to provide signals of the Channels to the Affiliate based on the terms and conditions provided herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:-

1.0. DEFINITIONS AND INTERPRETATION

1.1 Interpretation: The title of this Agreement and its headings are used for convenience only and shall not affect the interpretation of this Agreement. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders and reference to an individual shall include his personal representative, successor or legal heir. The definition or the term not defined in this Agreement shall be construed from the applicable
Regulations.

1.2 Definitions:

a) "Active subscriber" for the purpose of these regulations, means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals;

b) "Addressable System" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in an encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;

c) "Affiliate" means an authorised service provider who has been granted non exclusive Licensed Rights as per the terms of this Agreement to subscribe to the Channels in order to further distribute the same to its Subscribers in the same Format/mode (as received by it) through its Distribution Platform in the Territory. The Affiliate shall include its successors and permitted assigns and its authorized Cable Operators, if any, who shall be deemed to be the agent of the Affiliate;

d) "Agreement" means this Agreement/ Reference Interconnection Offer for Distribution Platform, together with its Schedules/Annexures attached hereto, which form an integral part of this Agreement;

e) "Applicable Laws" shall mean and include all the applicable laws, regulations, directions, notifications, policies, guidelines, orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority concerning broadcasting and distribution of TV channels and matters consequential upon and incidental thereto;

f)"Authorized Agent" shall mean, with respect to the Channels, Times Global Broadcasting Co. Ltd., which has been authorized by the Broadcaster for negotiations of subscription, marketing of Channels and collection of Subscription Fee from the Affiliate, for and on behalf of the Broadcaster;

g) "Authorized Language" means the language in which the programmes/ content of the Channels is broadcast by the Broadcaster and the Affiliate is required to distribute the Channels in the same language and not to change the language of the Channel – either by way of dubbing and/or introducing the sub-titles or otherwise. The term Authorized Language may also be referred to as "the Agreed Language/Designated Language or Language" in this Agreement for the purpose of convenience;

h) "A-La-Carte" or "A-La-Carte Channel" with reference to offering of a television channel means offering the channel individually on a standalone basis;

i)"Authority" or "TRAI" means the Telecom Regulatory Authority of India established under the Telecom Regulatory Authority of India Act, 1997;

j)"Average active subscriber base" means the number arrived by averaging the active subscriber base count in the manner specified under **Annexure B;**

k) "Bouquet" or "bouquet of channels" means an assortment of distinct channels offered together as a group or as a bundle by the Broadcaster and all its grammatical variations and cognate expressions shall be construed accordingly;

l) "Broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the central government, is providing programming services;

m) "Subscription Fee" with reference to a pay channel or a bouquet of pay channels means Operator Rate payable to the Broadcaster per subscriber per channel / per

bouquet of channels per month as specified in **Annexure A,** payable by a distributor of television channels to a broadcaster for signals of pay channel or bouquet of pay channels, as the case may be, and for which due authorization has been obtained by such distributor from that broadcaster;

n) "Broadcasting services" means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;

o) "Cable service" or "cable tv service" means the transmission of programmes including retransmission of signals of television channels through cables;

p) "Cable television network" or "cable tv network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;

q) "Carriage fee" means any fee payable by a broadcaster to a distributor of television channels only for the purpose of carrying its channels through the distributor's network, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, for seeking assignment of a particular number to such channels;

r) "Channel" shall mean and include all the television channels for which the broadcaster has the necessary uplinking/downlinking permission;

BCCL reserves its rights to remove any channel from the list of channels as mentioned in Annexure A of this Agreement at any time during the term of the Agreement, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to the Operator and/or to add any channel to the list of the channels in Annexure A of this Agreement and to grant the distribution rights to the operator in the territory in respect of the new channel;

s) "Channel Penetration" shall mean the availability of the Channels on the Distribution Platform of the Affiliate to such percentage of its own active subscriber base as is agreed under the relevant annexure/ schedule of this Agreement;

t) "Commercial Subscriber" shall mean a Subscriber who causes the signals to the television channels to be heard or seen by any person for a specified sum of money to be paid by such person;

Note: This definition is without prejudice to the rights and contentions of the Broadcasters and subject to revision depending upon the orders as may be finally passed in any matter by the Hon'ble High Court of Delhi, TDSAT (Telecom Disputes Settlement & Appellate Tribunal), Supreme Court or any other court or Tribunal in any legal challenge to TRAI's Regulation pertaining to Commercial Subscribers and shall remain subject to the final outcome of the current cases, subsequent legal challenges to the same. In the event that there is any change/amendment to the definition and treatment of the Commercial Subscribers, the said change/amendment shall apply to the parties herein;

u) "Conditional Access System" shall mean the system maintained by the Operator which has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels and meets the requirements set out under **Annexure D and/or Annexure L (as the case may be)** of thisAgreement;

v) "Confidential Information" shall mean any and all information given in writing relating to or by the disclosing party (which inter alia includes the pricing and subscriber base) and which is reasonably presumed to be proprietary or confidential in nature excluding that information which: is known to the public (through no act or omission of the receiving party in violation of this Agreement); was known to the receiving party prior to its disclosure under this Agreement; is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information; or was/is independently developed by the receiving party without breach of this Agreement;

w) "Customer/Subscriber Equipment (CE)" shall include tools and equipment/device(s), as compatible with technology employed by the Affiliate with respect to its Distribution Platform, installed or to be installed at the Subscriber's Premises so as to receive and decode the signals of the Channels as part of the Affiliate's Distribution Platform. Those tools may inter-alia include set top boxes (STBs), outdoor units (ODUs) etc;

x) "Compliance officer" means any person designated so, who is capable of appreciating requirements for regulatory compliance under these regulations, by a service provider;

y) "Direct to home operator" or "DTH operator" means any person or company who has been granted licence by the Central Government to provide direct to home (DTH) service;

z) "Direct to home service" or "DTH service" means re-transmission of signals of television channels, by using a satellite system, directly to subscriber's premises without passing through an intermediary such as local cable operator or any other distributor of television channels;

aa) "Distribution Fee/ Margin" means the fee/ margin which the distributor of television channels is entitled for the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to subscribers.

bb) "Distribution platform" means distribution network of a DTH operator, multi system operator (MSO), HITS operator or IPTV operator, as the case may be and shall be applied in the context of this Agreement;

cc) "Distributor of television channels" or "distributor" means any DTH operator, multi system operator (MSO), HITS operator or IPTV operator;

dd) "Distributor retail price" or "DRP" for the purpose of this Agreement, means the price, excluding taxes, declared by a distributor of television channels and payable by a subscriber for a-la-carte pay channel or bouquet of pay channels, as the case may be;

ee) "Due Date" shall mean the date when the Subscription Fee becomes due and payable to

BCCL in terms of this Agreement, which is within 15 days of receipt of invoice from BCCL. However, if no invoice is received by the Affiliate, within 15 days of sending the subscriber report, the Affiliate shall make the payment within 15 days after sending Subscriber Reports to BCCL, provisionally calculated on the basis of the Calculation as provided under Annexure I of this Agreement, and subject to reconciliation pursuant to the raising of the invoice by BCCL;

ff) "Effective Price" of the channel in the bouquet(s) means derived MRP of the said channel after applying the same proportionate discount on ala-carte MRP of channel as applied for forming the bouquet(s) comprising of the said channel.

gg) "Electronic programme guide" or "EPG" means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming of such available channels and programmes;

hh) "Equipment" shall include Integrated Receiver Decoders ("IRDs") and the Viewing Card(s) which have been provided to the Affiliate by BCCL on the basis of mutually agreed parameters between the parties. IRD here means a device, decoder, and receiver cum decoder that is able to receive and/or decode the encrypted channels/Service; while being used in conjunction with a Viewing Card by the Affiliate. The term Equipment may also be referred to as "the Affiliate's Equipments" in this Agreement for the purpose of convenience. "Viewing Card" (Smart card) means the electro-magnetic card to be used in conjunction with the IRD to access and decode each Channel and provide the viewer access to various pay channels from the network. The Cards when inserted into set-top boxes/ IRD's that have an internal decoder, shall be converting encrypted signals into a recognizable format;

ii) "Fingerprinting" means the method/system to be employed by the Affiliate to display a viewing / smart card unique number of BCCL and of the Affiliate on the screen of the television sets of the Subscriber of the Affiliate, which number is used in order to identify the Set top box/ IRD Box/VC of BCCL/the Affiliate;

jj) "Format" of the Channel means either Standard Definition Feed/format or High Definition Feed/format. The term High Definition channel/feed/format means channel which carries higher resolution of Video in 16:9 aspect ratio;

kk) "Free-to-air channel" or "free-to-air television channel" means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel.

ll) "Head end in the sky operator" or "HITS operator" means any person permitted by the Central Government to provide head end in the sky (HITS) service;

mm) "Head end in the sky service" or "HITS service" means transmission of programmes including retransmission of signals of television channels—

(i) to intermediaries like local cable operators or multi-system operators by using a satellite system and not directly to subscribers; and
(ii) to the subscribers by using satellite system and its own cable networks;

nn) "Intellectual Property Rights" includes all (present and future) intellectual property rights either owned by or licensed to BCCL and/or the Channel owners; which inter-alia includes copyright, service mark, trade name, trademark, trade secrets, rights of attribution,

integrity and similarly afforded "moral rights," logo of BCCL/Channel owners and any other intellectual or proprietary rights of any nature whatsoever in any part of the world, which belong to BCCL/Channel owners and/or its/their associate/group companies;

oo) "Licensed Rights" shall mean the non-exclusive rights granted by BCCL to the Affiliate under this Agreement to receive/down link the Channels in order to further distribute the same (directly or through its authorized Cable operators, who shall be deemed to be the agents of the Affiliate), continuously and uninterruptedly in the Authorized Language on as it is basis and simultaneously through its Distribution Platform as defined under the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) in encrypted/scrambled digital and in same (Standard/High definition) Format (Format) as received by it from BCCL, (the said systems shall be known as "the Authorized Distribution System"). The Licensed Rights do not allow distribution of the Channels through any other method such as Analogue mode, Pay per view, Video on demand, Time shift view, Multi point Microwave distribution system/multichannel multi point distribution system, Triple play, Quadruple play, Terrestrial transmission (analogue/digital), Mobile TV or through Cellular mobile networks etc. or any other medium or technology or device or through a cable network which also has certain bandwidth which remains unencrypted and/or out of Subscriber Management System (SMS) for e.g. Hybrid cable networks. It is agreed that the Channels shall be distributed in the same Format as subscribed by the Affiliate unless otherwise decided between the parties in writing;

pp) Incentive scheme" or "Performance Incentive" shall mean the incentive offered by Broadcaster to Affiliate on a-la-carte MRP of the Channel(s) and/or on the MRP of the Subscribed Bouquet(s), as are set out in **Annexure H** of this Agreement, subject to Affiliate complying with all the terms and conditions of the selected Incentive Plan(s) to
qualify for the applicable incentives. It is clarified that any amount receivable by the Distributors/ Affiliates under the Incentive Scheme shall be inclusive of all taxes and duties for which the Distributors/ Affiliates have to raise the monthly invoice on Broadcasters basis the achievements of targets/ goals as set out for being eligible for incentive payment;

qq) "Interconnection" means commercial and technical arrangements under which service providers connect their equipments and networks to provide broadcasting services to the subscribers;

rr) "Interconnection agreement" with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channel;

ss) "Internet protocol television operator" or "IPTV operator" means a person permitted by the Central Government to provide IPTV service;

tt) "Interconnection Regulation, 2017" or "IC Regulation" shall mean The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rd march, 2017 issued by Telecom Regulatory Authority of India, as amended from time to time;

uu) "Internet protocol television service" or "IPTV service" means delivery of multi-channel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;

vv) "Local cable operator" or "LCO" means a person registered under rule 5 of the Cable Television Networks Rules, 1994;

ww) "Material Breach" shall include but not be limited to any of the following breach of the terms

and conditions of this Agreement –

i. Non-payment/part payment of the Subscription Fee as per the terms of this Agreement.
ii. Distribution of the Channels other than in the mode/Format/manner specified in the Licensed Rights.
iii. Transmission/Distribution of the Channels other than in the Authorized Language. iv. Distribution of the Channels outside the Territory.
v. Providing untrue Monthly Subscriber Reports/ Statements/warranties and/or in the event of a statement/warranty of the party is found to be untrue.
vi. Non integration between CAS & SMS.
vii. Non Compliance with any Regulation of TRAI.
viii. Change of location of Equipment without consent of BCCL.
ix. Failure to comply with the Schedule VII attached to the Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (no. 1 of 2017)
x. Any other breach affecting BCCL's business adversely.

xx) "Maximum retail price" or "MRP" for the purpose of these regulations, means the maximum price, excluding taxes, payable by a subscribers of the Affiliate for a-la-carte pay channel or bouquet of pay channels, as the case may be;

yy) "Multi-system operator" or "MSO" means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;

zz) "Network capacity fee" means the amount, excluding taxes, payable by a subscriber to receive the signals of subscribed television channels and it does not include subscription fee for pay channel or bouquet of pay channels, as the case may be;

aaa) "New Channel" shall mean such channel which does not form part of Annexure A of this Agreement at the time of signing of the Agreement, but is subsequently introduced by BCCL, after acquiring necessary license from MIB;

bbb)"Package(s)" means various package(s)/combination/assortment of channel(s) and/or bouquets of channel(s) (comprising of channels and/or bouquets of channels of one or more broadcaster(s)) offered by Affiliate to Subscribers, which may include Channels of various Broadcasters;

ccc) "Pay broadcaster" means a broadcaster which has declared its one or more channels as pay channel to the Authority under the provisions of applicable regulations or tariff order, as the case may be;

ddd) "Pay channel" means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers;

eee) "Premises" means the place at which the Equipment are to be installed/ housed by the Affiliate for using the same in accordance with the provisions of this Agreement; The

term Premises may also be referred to as "the Affiliate's Premises" in this Agreement for the purpose of convenience;

fff) "Piracy" means unauthorized distribution/access of the Channels/ Service of the Affiliate which shall inter- alia include but not limited to – in case of dis-connection, the signals of the Broadcaster are continued on the Distribution Platform of the Affiliate, Channels being distributed outside the Territory, distribution of Channels in analogue mode, other than at the address of a Subscriber, to the higher number of subscribers than declared ones, without pairing of STB & VC etc;

ggg) "Programme" means any television broadcast and includes

i. exhibition of films, features, dramas, advertisements and serials; ii. any audio or visual or audio-visual live performance or resentation, and the expression "programming service" shall be construed accordingly;

hhh) "Removed Channel" shall mean such channels which forms a part of Annexure A at the time of signing of this Agreement, but subsequently removed from such list of channels, if BCCL ceases to distribute such channel(s) in the Territory and terminates the grant of the associated distribution rights/ Licence Rights to the Operator;

iii) "QoS Regulations" means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017;

jjj) "Service" means the Channels as subscribed by the Affiliate. The term Channel and Service may be inter-changed for the purpose of convenience under this Agreement;

kkk) "Reference Interconnection Offer" or "RIO" means the Subscription Agreement published by a Broadcaster for specifying terms and conditions on which the Affiliate/ Distributors and any other authorised service provider may seek interconnection of the television channels for further distribution from their platforms;

lll) "Service provider" means the Government as a service provider and includes a licensee as well as any broadcaster, distributor of television channels or local cable operator;

mmm) "Set top box" or "STB" means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;

nnn) "Subscriber" for the purpose of these regulations, means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber;

ooo) "Subscriber management system" means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed on a subscriber's record, invoices

raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period, and which complies with the requirements as set out under Annexure D **and/or Annexure L (as the case may be)** of this Agreement;

ppp) "Subscriber Report" or "SMS Report" shall mean a monthly subscription report furnished by the Affiliate to BCCL containing the details of the Affiliate's Subscribers of the Channels, specified in detail in Clause 5.5 (b) and as per format contained in **Annexure B** to this Agreement;

qqq) "Tariff order" means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended from time to time;

rrr) "TDSAT" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi as defined in Section 14 of The Telecom Regulatory Authority of India Act, 1997.

sss) "Television channel" means a channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term 'channel' shall be construed as a reference to "television channel".

ttt)"Term" means the validity period of this Agreement as per clause 2 of this Agreement;

uuu) "Territory" shall mean the Authorized Area(s) where the Affiliate possesses and has the necessary license granted by MIB and has been authorized by the Broadcaster to distribute its channel(s), as indicated in Annexure F of this Agreement;

vvv) "Threshold" shall mean the lower limit of the range mentioned in various incentive scheme in **Annexure H** to this Agreement;

www) "TRAI" shall mean the Telecom Regulatory Authority of India, as defined under Section 3 of The Telecom Regulatory Authority of India Act, 1997.

2.0. TERM

2.1 Subject to earlier termination as per the terms of this Agreement, the validity period of this Agreement will be for a period of one year, commencing from day of, 20 ("Term").

2.2 Either party, intending to renew the Term of this Agreement, shall give a written notice of its intention for renewal of this agreement to other party at least sixty days prior to the expiry of the Term. The parties may negotiate the commercial and other terms and conditions for the renewal period. The parties shall enter into a new Agreement before the
expiry of this Agreement and in case the Affiliate fails to enter into a new Agreement before the expiry of this Agreement, Affiliate shall not be entitled to receive the Channels from the Broadcaster beyond the Term of this Agreement.

Provided also that the Affiliate shall, fifteen days prior to the date of expiry of the existing agreement, inform the following to the subscribers through a running On Screen Scroll (OSS) on the Times Network's Channels included in the said agreement:

a) the date of expiry of its existing agreement; and
b) the date of disconnection of signals of Times channels in the event of its failure to enter into new agreement.

The OSS should not be by a static message which hurts the viewer's experience of watching the channels.

Provided that in case of failure to enter into a new Agreement, BCCL shall be entitled to disconnect the signals of the Channels in terms of TRAI Regulations.

3.0. SUBSCRIPTION, DISTRIBUTION AND LICENSED RIGHTS:

3.1 BCCL based on the request from the Affiliate to subscribe Channels hereby grants to the Affiliate the non-exclusive Licensed Rights for the Term of this Agreement, to subscribe to the Channel(s)/Service solely for the purpose of distributing the same to its Subscribers, in digital mode and in the same manner/Format/mode as received by it from BCCL/respective broadcaster, through its Distribution Platform network only, as defined in IC Regulations and Tariff Order (as amended to date), in the Territory. The Licensed Rights so granted are provided to distribute the Channels only through Distributor Platform and in the manner provided in this Agreement. Licensed Rights do not include:

a) Any means of distribution not now in existence or not yet in use in the Territory; b) Any distribution platform other than Affiliate's Distribution Platform that is specifically permitted in this agreement, even if the Affiliate is authorized to distribute the Service using multiple Distribution Platforms;
c) All non-linear feeds including but not limited to Pay-Per-View (PPV), Video on Demand (VOD), Near VOD (NVOD), Subscription VOD (SVOD);
d) Any form of internet or inter protocol delivery via open access systems; e) Any form of distribution by a personal computer and/or mobile telephony and/or device; or.
f) Catch-up TV, time shift or multiplex rights.

3.2 It is acknowledged and agreed by the Affiliate that the Licensed Rights are granted to the Affiliate on the basis of and in reliance upon the representation, warranties and declaration made by it (the Affiliate) particularly to distribute the Channel in the same mode/Format/manner as received by it from BCCL/respective broadcaster and is subject to and conditional upon the performance of its obligations and compliance of the provisions of this Agreement by the Affiliate. Mere possession of the Equipment(s) shall not entitle the Affiliate to receive and/or distribute the Channels.

It is reiterated and acknowledged that the Licensed Rights granted to the Affiliate for subscribing the Channel(s)/Services are only for further distribution in the agreed Territory and Authorized Language on continuous basis through its Distribution Platform and only to its Subscribers whose details have been recorded in CAS/SMS and declared to BCCL as per the terms of this Agreement.

3.3 The Affiliate undertakes not to distribute the Channel(s)/Services in any other mode/manner/Format except the mode/manner/Format as received by it from BCCL. In

addition, the Affiliate further undertakes to distribute the Service/Channel only in Authorized language without changing/dubbing or incorporating any sub-title therein. In case the Affiliate intends:

a) to distribute the Channels in any mode/manner/ Format, other than mode/manner/ Format in which it has received the signals/feed of the Channels or to distribute the Channels in any other mode/Format not specified in this Agreement; b) to distribute the Channels through any other mode as provided in Licensed Rights or other than Distribution Platform authorized under this Agreement;
c) to provide the Service/Channel(s) outside the Territory, except in terms of clause 3.5, herein under;
d) to change the language of the Channel – either by way of dubbing and/or introducing the sub-titles or otherwise; or
e) to record, duplicate, transmit by any means or otherwise use the Channel(s) other than as specifically set out in this Agreement and to store any content forming part of any of the Channel(s) for any reason whatsoever, including for the purpose of offering/providing free TV, interactive TV or online services,

it shall take prior written authorization from BCCL.

Further, the Affiliate acknowledges and agrees that while forming its bouquets at the distribution level, it shall not break a bouquet of pay channels offered by BCCL to form two or more bouquet(s) or shall not alter the composition of a bouquet of pay channels in any manner.

3.4 Subject to TRAI regulations, it shall be permissible for the Affiliate, who is a distribution platform owner to distribute the Channels beyond the Territory agreed under this Agreement by giving a 30 days written notice to the BCCL. After thirty days from the date of receipt of such written notice by BCCL, the said notice shall be deemed to be an addendum to this Agreement. The right of such Affiliate to change/ increase the Territory of this Agreement by notice to BCCL shall be subject to BCCL's right to raise objections with reasons within 30 days of receipt of notice of increase or change in Territory under this Agreement. In the event, BCCL raises objection with reasons within the stipulated period, Affiliate shall not be allowed to increase or change the Territory.

3.5 The Affiliate is authorized to provide the Service/Channels only to those Subscribers having authorized receiving devices and whose complete details have been recorded/ maintained in the CAS/SMS of the Affiliate and provided to BCCL as per terms of this Agreement.

3.6 The Affiliate is authorized to provide the Service/Channels to Commercial Subscribers, read with clause 1.2 (t) and subject to the following conditions:

a) A Commercial Subscriber can be serviced by the Affiliate subject to prevailing TRAI regulations, High Court/ Supreme Court/ Tribunal Order. The commercial and technical interconnection arrangements between BCCL & Affiliate are without prejudice to the rights and contentions of the Broadcaster(s)/BCCL and the right to re-transmit signals to Commercial Subscribers would be subject to revision depending upon the orders as may be finally passed in any matter by the Hon'ble High Court of Delhi, TDSAT (Telecom

Disputes Settlement & Appellate Tribunal) or any other court or Tribunal in any legal challenge to TRAI's Regulation pertaining to Commercial Subscribers and shall remain subject to the final outcome of the current cases, subsequent legal challenges to the same. The same shall also be subject to any changes in rules, regulations or directions etc.by the competent authority. In the event that there is any change/amendment to the definition and treatment of the Commercial Subscribers, the said change/amendment shall apply to the parties herein.

3.7 Eligibility Criteria for Incentive Scheme:

An Affiliate becomes eligible for availing the Incentive Scheme in the event:-

a) That the Affiliate opts for "Prompt Payment Incentive" and/ or "Penetration Incentives" as mentioned in Annexure –H;

b) The Affiliate shall not place any Channel in a disadvantageous position or otherwise treat any of BCCL's Channels less favorably or in a discriminatory manner with respect to competing channels in the same genre;

c) The Affiliate shall ensure that during the Term, the Channels comprising in a-la-carte or the Bouquet opted by the Affiliate will be made available and carried throughout the Territory on its Platform to its existing Subscribers, as well as to its new subscribers in entirety and continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement;

d) The Affiliate shall, subject to compliance with each of the Eligibility Criteria set out under this Agreement, be eligible to avail the Incentives on the a-la-carte/Bouquet Rate of the Channels of the Broadcaster strictly in the manner, sequence and conditions set forth hereunder; and

e) The Affiliate shall remain bound with the obligations arising out of the Incentive Schemes and as opted for by the Affiliate, for the entire term of the Agreement. In the event any obligations/eligibility criteria are not fulfilled by the Affiliate during any period in a particular month, the Affiliate shall not be entitled to the particular incentive for that month.

3.8 Incentive Parameters:

a) Prompt Payment Incentive: The Affiliate can further avail "Prompt Payment Incentive" by selecting the relevant option set out in 'Incentive Parameters' in Annexure H attached to this Agreement. This incentive will be applicable only in case the affiliates pays the dues on timely basis in accordance with total invoice value (for both a la carte pay channels as well as bouquets of pay channels).

b) Penetration Based Incentive: The Affiliate can avail "Penetration based incentive" by selecting the relevant option set out in 'Incentive Parameters' in Annexure H attached to this Agreement.

It is clarified that penetration percentage of a channel refers to the percentage of subscribers subscribing to a specific channel by way of a la carte or through bouquet out of the average active subscriber base of a DPO. Further, this incentive will be calculated on "MRP" of channels on a la carte basis & "Effective Price" of the said channel in respective bouquet

For clarity perspective "Effective Price" of the channel in the bouquet(s) means derived MRP of the said channel

after applying the same proportionate discount on ala-carte MRP of channel as applied for forming the bouquet(s) comprising of the said channel.

The incentive shall be based on the combined subscription of the channel, both in bouquets as well as in a-la carte, and such incentive, if any, shall be offered on proportionate revenue from such channel as a-la-carte and as part of (any) bouquet .

For illustration purpose, the formula to be used for calculation of incentive is given herein

below: **Illustration 1** wherein a channel is available in a-la-carte and in one bouquet :

Sum of Proportionate Revenue of the Channel X on a-la-carte basis and as part of bouquet = Maximum retail price x Subscription on a-la-carte basis + Effective Price in bouquet x Subscription of the bouquet

Amount of Discount on Channel X = Sum of Proportionate Revenue of Channel X on a-la-carte and bouquets * Prescribed % Discount

Illustration 2 wherein a channel is available in a-la-carte and in more than one bouquet:

Sum of Proportionate Revenue of the Channel on a-la-carte basis and as part of bouquets = Maximum retail price x Subscription on a-la-carte basis + Effective Price in Bouquet A x Subscription of Bouquet A + Effective Price in Bouquet B x Subscription of Bouquet B .....

Amount of Discount of the said Television Channel = Sum of Proportionate Revenue of the said Television Channel on a-la-carte basis and as part of bouquets x Prescribed % Discount.

4.0. Reservation of Rights:

4.1 It is agreed that BCCL/respective Broadcaster has and shall have the sole and exclusive right to:

a) Commence or continue to provide any Channel directly or indirectly to the Subscribers of any other person/ Operator through any platform (including Cable, DTH, IPTV etc.) at its sole discretion.

b) Discontinue, withdraw/replace/ re-name/ re-format any Channel at its discretion without any obligation to the Affiliate or any other person including the Subscribers.

c) Appoint any other Affiliate in the Territory;

4.2 It is further agreed that BCCL and/ or the broadcasters of the Channels have the sole and exclusive right/privilege/discretion to:

a) determine the program, advertisements, messages and content etc. to be broadcast/shown on the Channels and also reserves the rights to change or withdraw the same at any time without any prior notice to the Affiliate. BCCL and/ or the broadcasters of the Channels also reserves the right to form a new/separate bouquet of channel(s) at any time, subject to applicable law, rules, regulations or government order; and

b) make any subsequent change in, name, nature, language, maximum retail prices, per month, of channels and maximum retail price, per month, or composition of bouquets, as the case may be.

c) make any subsequent change in the satellite parameters

Upon change by the Broadcaster, in the satellite parameters of the Subscribed Channels, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense

4.3 All rights/authorization not specifically granted to the Affiliate in this Agreement shall remain with BCCL.

5.0. OBLIGATIONS OF THE AFFILIATE:

The Affiliate undertakes and agrees to comply with all the terms and conditions of this Agreement which inter-alia include the following:

5.1 Affiliate's Documents and Details:

The Affiliate agrees to comply with all the applicable regulations issued by TRAI and shall provide the documents as mentioned in **Annexure G,** at the time of signing of this Agreement and allow the inspection of compliance of the technical parameters and systems to ensure that the Affiliate is competent to distribute the Channels in Authorized Distribution System.

5.2 Reception and Distribution:

The Affiliate shall at its own expense & cost, download and receive the signals of the Channel(s)/Service only from the designated satellites and distribute the same in the same mode/Format (as received by the Affiliate from BCCL) through the Equipment provided or approved by BCCL.

a) The Licensed Rights are granted to the Affiliate for subscribing the Channel(s)/Services solely for the purpose of further distribution in the Territory to its represented Subscribers in the mode/Format (as received by the Affiliate from BCCL) through the Addressable System and in the mode/Format/manner as specified by BCCL.

b) The Affiliate shall re-encrypt the signals of the Channels as per the technical parameters mutually decided by the parties so that the quality, Format (HD/SD format) and continuity of the Channels should be maintained. The Channels shall be delivered by the Affiliate to the Subscribers only in a secured encrypted manner and without any alteration or disruption.

c) The Affiliate also agrees to maintain a high quality of signal transmission of the Channels/Service to its Subscribers in the same Format as provided to the Affiliate without any disturbances, disruptions/interruptions or black out. The Affiliate further agrees and undertakes that it shall distribute and ensure continuous distribution of the Channels/Service in its entirety, in the same manner as it is received without any modification, editing, interruption, delay, alteration including any scrolling, imposing or superimposing of advertisements/message/content/graphics/music/picture squeezing or

re-sizing etc. or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation, disruption and/or blacking it out in any manner whatsoever.

d) The Affiliate declares and agrees that it shall :

i. At its own cost and expense, cause the Channels to be received only from the satellite(s) designated by the BCCL from time to time and shall ensure distribution throughout its DAS Systems on separate, dedicated channel(s) for reception by all its Subscribers;

ii. Receive and decrypt/de-code the signals of the Channels only through Equipment supplied/approved by BCCL, details of which are mentioned in **Annexure C;**

iii. Decode, turn-around and encrypt the Channels (without deletion or alteration of, or interference with, the content of any of the Channels and /or without changing the Format unless otherwise provided in this Agreement) in a mode acceptable to BCCL so that the quality, standard and continuity of the Channels are maintained by the Affiliate;

iv. Affiliate shall not deploy any advertisement skipping function in its Distribution System or use any technology to insert, overrun, super impose advertisement in the form of but not limited to tickers, audio, video, vignettes, etc.;

v. Ensure that the services of the Channels shall be available to the Affiliate's Subscribers on a continuous and uninterrupted basis as per the terms of this Agreement; vi. Further ensure that the set top boxes provided to its Subscribers should meet the specifications prescribed by BIS; and compliance certificate in this respect (from time to time) signed by CFO or head of that department should be sent to BCCL; and vii. Record the details of all its Subscribers in the CAS and SMS along with the date of activation and deactivation of their Services.

5.3 Distribution, Marketing & Promotion Obligations:

a) The Affiliate shall be free to form a package as per the provisions of Interconnection Regulation issued by TRAI from time to time, however, the Affiliate undertakes not to discriminate against the Channels compared to any other channels of the same genre(s) being distributed by the Affiliate. The Affiliate further undertakes that the Channel(s)/ Bouquet(s) shall not be disadvantaged or treated less favorably compared to any other Channel(s)/ Bouquet(s) of the same genre(s) particularly while placing the Channels in any package/tier or fixing the retail price of the channel(s).

b) The Affiliate shall inform to BCCL the details of the a-la-carte channels or bouquet Distributor Retail Price of the bouquet/package in which the Channels are to be placed. In case the Affiliate intends to change such packaging it shall give a no less than 15 (fifteen) days prior written notice, to BCCL and to its subscribers through scrolls and update on website with respect to such change. The Affiliate undertakes that all the changes will be made in good faith without targeting the Channel(s)/ Bouquet(s) with discriminatory treatment vis-a vis similar channels falling in the same genre(s).

c) BCCL also grants to the Affiliate the non-exclusive right to use the marks of BCCL for the marketing and promotional purpose of the Channel(s)/ Bouquet(s), and the Affiliate shall take a written approval before finally using it with other marks. The Affiliate shall market and promote the Channel(s)/ Bouquet(s) and content thereof in a non- discriminating

manner which shall be materially similar to the manner in which other channels of the same genre(s) are being marketed/ promoted by the Affiliate. The Affiliate agrees and undertakes to ensure that the size and prominence of the name and logos of the Channel(s)/ Bouquet(s) on all its advertising and marketing/promotional material/campaigns etc. shall be similar to that of any other Channel(s)/ Bouquet(s) being distributed by the Affiliate. The Affiliate shall co-operate in all respect with BCCL with respect to any market research being/to be conducted by BCCL.

d) The Affiliate shall package the Channels as per applicable Law. The Affiliate shall ensure that none of the Channel(s)/Bouquet(s) are disadvantaged or otherwise treated less favourably with respect to competing Channel(s)/ Bouquet(s) services on a genre basis or included in any Subscriber Package or tier that contains any service with pornographic content or any gambling service. Subject to terms of this Agreement, once a Channel(s)/ Bouquet(s) has been included in a Subscriber Package, the said Channel(s)/ Bouquet(s) shall not be selectively taken off by the Affiliate unless all other channels comprised in the Subscriber Package have been switched off or taken off air by the Affiliate. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement whereby the said Channel(s)/ Bouquet(s) is taken off air or switched off.
e) While availing the incentive on the MRPs of the bouquets of the Channels created and offered by BCCL, the Affiliate shall ensure that all Channels in the bouquet are listed in EPG and exhibited on Affiliate's platform for viewing purposes. In case, the Affiliate fails to make certain channels available to its viewers from the bouquet subscribed, then the Broadcaster shall be entitled to claim MRP of the channels exhibited on a-la-carte basis from the Affiliate and the Affiliate will not be entitled to claim any incentives on such exhibited channels.

5.4 Territory:

The Affiliate is entitled and hereby undertakes to distribute the Channel(s)/ Bouquet(s) only in the Territory as specified in **Annexure - F** attached to this Agreement.

Provided that it shall be permissible for an Affiliate, to distribute the channels beyond the areas agreed Territory by giving a written notice to BCCL, after thirty (30) days from the date of receipt of such written notice by BCCL and the said notice shall be deemed to be an addendum to the existing Agreement, provided that such areas fall within: a)
the registered area of operation of the multi-system operator; and

b) the states or union territories in which the multi-system operator has been permitted to distribute the signals of television channels under the interconnection agreement.

Nothing contained in this proviso and under a) and b) shall apply if written objections with reasons from BCCL have been received by the Affiliate during the said thirty days' notice period.

Further, any distribution of the Channel(s)/ Bouquet(s) in the non-agreed areas, or prior to 30 day period, as permitted herein above, without prior authorization from BCCL will be deemed unauthorized distribution and will also constitute a material breach and Piracy.

5.5 Subscriber base:
a) The Affiliate shall distribute the Service only to those Subscribers whose relevant details have been recorded in its CAS & SMS.

b) Subscriber Report or SMS Report:

i. The Affiliate shall, within seven days from the end of each calendar month, provide, in the format specified under 'Subscriber Report' in the Schedule VII of IC Regulation, complete and accurate monthly subscription report of channels and bouquets of pay channels, to BCCL.

ii. It shall be permissible to BCCL to disconnect the signals of its television channel after giving written notice of three weeks to the Affiliate if it fails to provide the monthly subscription report under this Agreement.

iii. On the basis of monthly subscription report, BCCL shall issue monthly invoice to the Affiliate for 'BCCL's (broadcaster's) share of maximum retail price' payable by such distributor to BCCL and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date for payment.

iv. That BCCL shall allow a time period of at least fifteen days to the Affiliate for making payment from the date of receipt of invoice by it.

v. That in case Affiliate fails to provide the monthly subscription report within the period of seven days from the end of the calendar month, BCCL shall have the right to raise a provisional invoice, for an amount increased by ten percent of the 'Subscription Fee' payable by Affiliate to BCCL for the immediate preceding month, and Affiliate shall be under obligation to make the payment on the basis of such provisional invoice.

vi. That it shall be mandatory for BCCL and Affiliate to carryout reconciliation, between the provisional invoice and the final invoice raised by BCCL on the basis of the monthly subscription report sent by Affiliate, within three months from the date of issue of such provisional invoice.

vii. It is further agreed that the Affiliate shall maintain and provide records/report to BCCL separately for the Ordinary Subscribers and Commercial Subscribers. viii. The Affiliate agrees and undertakes to declare the true subscriber base to BCCL and send an updated list thereof as per the terms and conditions of this Agreement. In case after verification BCCL arrives at the opinion that the Affiliate has been distributing the Services in any area other than authorized Territory; BCCL may, upon notice to the Affiliate, either deactivate the service/terminate this Agreement or increase the Subscription Fees to be paid by the Affiliate without prejudice to any other rights available to it and the Affiliate agrees to pay the increased Subscription Fees in accordance with the provisions hereof, without raising any dispute in this regard. ix. The Affiliate shall ensure compliance of Schedule VII attached to the IC Regulations.

5.6 The Equipment:

a) The Affiliate will be entitled to obtain the Equipment from BCCL provided all the terms for subscribing the Channels have been agreed to and complied with by the Affiliate and the Interconnect Agreement has been executed by it. The details of IRDs and Viewing cards (VCs) issued to the Affiliate are mentioned in **Annexure C.**

b) The Affiliate shall at its own cost, collect the Equipment from the designated address of BCCL, which shall be returned on expiry/termination of this Agreement at the designated address of BCCL at its (the Affiliate's) own cost in the same condition subject to normal wear and tear. It is further agreed and reiterated that the Affiliate shall be entitled to use the Equipment subject to compliance of the terms and conditions of this Agreement.

c) The Equipment, so provided to the Affiliate, is and shall remain the property of BCCL and except as otherwise provided in this Agreement, no right, title or interest in the Equipment(s) shall pass to the Affiliate by virtue of this Agreement.

d) The Affiliate agrees not to tamper, alienate or part with possession of the Equipment(s) or pledge and/or create charge upon them to and/or in favour of any third party or to any other place than the Premises without the prior written approval of BCCL.

e) The Affiliate shall use and maintain the Equipment in accordance with the instructions of BCCL/manufacturer and will keep the Equipment(s) in good repair/running condition and working order and have them insured at its own costs. The Affiliate assumes the risk of damage to the Equipment on collection and will indemnify to BCCL in case of loss or damage to the same. BCCL may replace the Equipment only in case of mal-functioning provided the Affiliate has used the same as per the instruction of BCCL or its manufacturer, however if it is found that the Affiliate has not used the Equipment as per the instruction of manufacturer/BCCL, the Affiliate shall be liable to pay the cost of the same. It is further agreed that BCCL shall not be liable to the Affiliate for any direct, indirect, special or consequential loss/damages arising out of or by using/ non- functioning of the said
Equipment.

f) BCCL shall have no liability/obligation (direct or indirect) (except as stated in this Agreement) whatsoever under this Agreement, towards the Affiliate or any other person including the Subscribers, arising from and in respect to:

i. any defect in the Equipment attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the BCCL/Manufacturer's instruction, or any use of the Equipment(s) with any apparatus or equipment not authorized/approved by BCCL; or any defect or damage in Equipment(s);
ii. any action or failure to act or default on the part of any Equipment distributor or installer; or
iii. any indirect or consequential loss resulting or any other default on the part of BCCL or any of its officers, employees, suppliers, distributors or agents or any vendor of Equipment(s).

g) BCCL shall be entitled to charge the rental fee and/or the Security deposit for the Equipment. Subject to terms and conditions of this Agreement, the Security Deposit shall be returned to the Affiliate, without any interest, on receiving back the Equipment(s) from the Affiliate, at the time of expiry/termination, in the same working conditions except normal wear and tear.

h) It is further agreed that in case the Affiliate fails to return the Equipment as per the terms of this Agreement, it shall be liable to pay the same subscription fee, in addition to any other penalty/damages to BCCL until the Equipment are returned by the Affiliate to BCCL.

i) The Affiliate shall ensure compliance and requirements of Schedule III & Schedule IX attached to the IC Regulation.

5.7 Technical & Security measurement Obligations:

a) The Affiliate declares and agrees that it shall follow the technical conditions of addressable system requirements as specified in **Annexure D and/or Annexure L (as the case may be)**with respect to reception and distribution of the Channels.

b) Besides the aforementioned addressable system requirements, as specified in **Annexure D and/or Annexure L (as the case may be)**, the Affiliate declares and agrees that it shall follow the below mentioned specifications and conditions for distribution of the Channels:

i. The Affiliate will maintain at its own expense a subscriber management system ("SMS") and Conditional Access System (CAS) which shall meet all the requirements as specified in IC Regulation including Schedule III and/or Schedule X (as the case may be) & Schedule IX of IC Regulation.
ii. It (the Affiliate) shall install the highly secured and BIS Compliant CAS & SMS, which are linked and integrated, so as to generate true reports with respect to subscribers, subscription, activation/deactivation and re-activation through such SMS.
iii. Both the CAS and SMS software must be from a reputed company in the business of protecting content for at least last 5 (five) years and must currently be successfully protecting at least Ten millions pay TV subscribers worldwide.
iv. The Affiliates operating system should be able to handle and record individual channels, packages, tiers, discounts, free offers, promotional offers; activation/deactivation history with respect to each addressable device (IRD/VC) and each channel/service for every activation and deactivation in the system for a minimum period of 2 years.
v. SMS of the Affiliate shall/must maintain/record a detailed database of the Subscribers which shall inter-alia include the name, address and the channels/tier/package(s) opted by the Subscribers, basic features of the contracts executed with the Subscribers such as date of contract, details of Customers Equipment, method of billing, payments and outstanding by the Subscribers etc. & administration of such features as per industry standards, handling complaints of the Subscribers.
vi. The Viewing Card and the Set Top Box should be paired in such a way that without any of these individual components or changing any one of those should not enable the services. This combination should support fingerprinting and for any reason if the fingerprinting is not available on change of any of these components then the broadcaster has right to discontinue the services.
vii. The Affiliate shall make available the channel wise history of all the authorizations/de authorizations of all the CEs as and when required by BCCL.
viii. The CAS of the Affiliate must have a log of all the actions performed on the CE at least for the past two years which shall inter-alia include activation/deactivation, FP triggers etc;

c) The Affiliate warrants and undertakes that the Channels/Services shall be provided to the Subscribers only through CAS/SMS and the details whereof shall be recorded along with authorization, billing and accounting through the said system and such system must have the features of finger printing (FP) and On Screen Display (OSD) to be shown on various location, frequencies and duration as advised by BCCL from time to time.

d) The Affiliate shall, prior to the commencement of the Term of this Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as

may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by BCCL.

e) The Affiliate shall install the process for Finger Printing, which should not be removable, whereby code words/numbers etc. are made to overtly appear on the screen of a television and/or covertly in the signal of the Channel that enables identification of the Viewing Cards being used to access the signal. With respect to Finger Printing, the Affiliate shall ensure

that:-

i. Both CAS and STB should support both overt and covert fingerprinting. The background of OSD should be in different colours which include no colour (blank) and fonts as advised by BCCL. In addition the co-ordinates of the finger printing should be in shifting mode and of multi-positioning; i.e. the place of display of finger printing should be kept on changing from time to time as advised by BCCL. The Overt FPs should be clearly visible, continuous and the frequency of display should be controllable as and when required as advised by BCCL. Display of FPs with varying length of time can be scheduled at different intervals as advised by BCCL; ii. The Finger Printing should be possible at any location and different location setting should be possible for different groups of STBs. In addition the Finger Printing should be displayed/defined by x - y coordinates on the TV screen and be capable of being displayed for varying length of time which can be scheduled at different intervals; iii. Subscriber Equipment should support both visible & invisible Finger Printing as well as OSD messaging;

iv. The Affiliate shall not resort to and/or use any method, technology, software now known or hereinafter devised to subvert the Addressable System to the detriment of the interests of BCCL;

v. Both CAS and SMS should be able to handle individual Channel/package of the Channels, discounts and promotional offer etc. and shall record/maintain all the details of the Subscriber/Service and its activation/deactivation records in truthful manner; and

vi. To have strict security measures against piracy of the viewing / smart card.

f) In case the CAS/SMS of the Affiliate is found/ informed to be hacked/defective, the Affiliate shall change or upgrade its CAS/ SMS at the earliest. The Affiliate agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of BCCL and shall also extend all co-operation to BCCL as may be required by it (BCCL) for taking necessary action against such piracy/infringement.

g) The Affiliate undertakes that all the Subscriber's Equipment (STB & VC etc.) are sold/installed together as a pack and only at Subscriber Premises after due verification of the same and the installation of the Equipment would be done by the Affiliate or its authorized agents.

h) The Affiliate warrants and undertakes to comply with the 'Digital Addressable cable TV Systems Requirements' as stated in Schedule III and/or Schedule X (as the case may be) & Schedule IX of IC Regulations.

i) In case the security of CAS/SMS is breached, or if the Services are viewed through without FP or OSD, BCCL reserves the right to discontinue its services as per the terms of this Agreement without prejudice to any other rights.

j) EPG: The parties agree to the Logical Channel Numbers for each of the Channel from time to time and the Affiliate agrees not to disadvantage any of the Channels or otherwise treat the Channel less favourably with respect to the competing channels and the LCN of the Channels shall not be changed without approval of BCCL. In case the Affiliate distributes the copy of EPG to its Subscribers a copy of such would be sent to BCCL also. The Local Channel Number once assigned to a particular television channel shall not be altered by the Affiliate for a period of at least one year from the date of such assignment under this Agreement, unless the said channel itself becomes unavailable on the Distribution Platform of the Affiliate by reason of default of BCCL in maintaining required permission for operating its channels and complying with

applicable codes, guidelines or any other reason.

k) If BCCL changes the genre of a particular Channel, then the Local Channel Number assigned to that particular Channel shall be changed to place such channel together with the channels of new genre in the EPG.

l) It is agreed that the Affiliate shall ensure that the LCN for each of the Channel shall remain within the LCNs genre of that particular channel as registered, e.g. the Movies Now Channel should be allotted an LCN within the range allotted to the English Movies Channels genre.

m) The Affiliate acknowledges and undertakes to maintain the High Definition of HD formatted channels such as Movies Now HD, MN+ (HD), MNX HD, Times Now World (HD) and Times Now Navbharat HD. The Affiliate agrees to comply with the Technical Aspects under the Addressable System Requirements of the Channels as provided in Annexure D **and/or Annexure L (as the case may be)** to this Agreement, in addition to other HD format requirement and the advice of BCCL from time to time in this respect.

5.8 Inspection & Audit:

a) The Affiliate shall, once in a calendar year, cause audit of its subscriber management system, conditional access system and other related systems by an auditor to verify that the monthly subscription reports made available by the Affiliate to BCCL are complete, true and correct, and issue an audit report to this effect to BCCL.

b) That TRAI may empanel auditors for the purpose of such audit and it shall be mandatory for the Affiliate to cause audit, under sub-regulation (1) of Regulation 15 of Interconnection Regulations 2017, from M/s Broadcast Engineering Consultants India Limited, or any of such empanelled auditors.

c) That any variation, due to audit, resulting in variation of more than zero point five percent of the billed amount, may require revision of the invoices already issued and paid, at the sole discretion of BCCL.

d) That the annual Audit caused by the Affiliate shall include the Audit to validate compliance with Schedule III and/or Schedule X (as the case may be) & Schedule IX and the Subscription Audit, as provided for, in the IC Regulations.

e) That the annual Audit as caused by the Affiliate under regulation 15 (1) shall be scheduled in such a manner that there is a gap of at-least six months between the audits

of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years.

f) In cases, where BCCL is not satisfied with the audit report received or, if in the opinion of BCCL the addressable system being used by the Affiliate does not meet requirements specified in the Schedule III and/or Schedule X (as the case may be) & Schedule IX, it shall be permissible to BCCL, after communicating the reasons in writing to the Affiliate, to audit the subscriber management system, conditional access system and other related systems of the Affiliate, not more than once in a calendar year:

Provided that TRAI may empanel auditors for the purpose of such audit and it shall be mandatory for BCCL to cause audit, under sub-regulation 15 (2) of IC Regulations, 2017, from M/s Broadcast Engineering Consultants India limited, or any of such empanelled auditors

Provided that if such audit reveals that additional amount is payable to BCCL, the Affiliate shall pay such amount, along with the interest at the rate specified by BCCL in this Agreement, within ten days and if such amount including interest due for any period exceed the amount reported by the Affiliate to be due for such period by two percent or more, the Affiliate shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future:

Provided also that it shall be permissible to BCCL to disconnect signals of its Channels, after giving written notice of three weeks to the Affiliate, if such audit reveals that the addressable system being used by the Affiliate does not meet the requirements specified in the Schedule III and/or Schedule X (as the case may be) & Schedule IX of IC Regulation.

5.9 Subscription Fee and other charges/payment:

a) **Subscription Fee:** Subscription Fee shall be calculated on the basis of Operator Rate, as provided under Annexure A to this Agreement, payable to the Broadcaster, for each of subscriber that has subscribed such channel(s) or bouquets on the basis of monthly subscription r e p o r t, and as per the calculation as set out in **Annexure I** of this Agreement. BCCL shall issue monthly invoice to the Affiliate for 'Subscription Fee' payable by the Affiliate and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date for payment. The Subscription Fees payable to BCCL by the Affiliate shall be exclusive of any tax and the same shall be paid by the Affiliate in addition (over and above) the Subscription Fees.

That in case Affiliate fails to provide the monthly subscription report within the period of seven days from the end of the calendar month, BCCL shall have the right to raise a provisional invoice, for an amount increased by ten percent of the 'Subscription Fee' payable by Affiliate to BCCL for the immediately preceding month, and Affiliate shall be under obligation to make the payment on the basis of such provisional invoice.

That it shall be mandatory for BCCL and Affiliate to carryout reconciliation, between the provisional invoice and the final invoice raised by BCCL on the basis of the monthly subscription report sent by Affiliate, within three months from the date of issue of such provisional invoice.

b) **Distribution Fee/ Margin:** For the purpose of distributionof pay channel or bouquet of pay channels, as the case may be, to subscribers, BCCL shall offer distribution fee/

Margin at **twenty percent (20%)** of the Maximum Retail Price of a-la-carte rate of the Channels or bouquets of Channels, as the case may be, to the Affiliate.

c) **Other Payment terms:** The Subscription fee/Charges shall be paid by the Affiliate monthly in arrears, without any deduction, in the following manner:

i. The Affiliate shall make the payment within the Due Date.
ii. BCCL reserves its right to revise the aforementioned Subscription fee/Price of the Channels in accordance with the applicable statutes pursuant to any new regulations/orders notified by the TRAI/MIB or any other quasi-judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority without any further intimation or action. Upon such revision, the Affiliate agrees to pay the revised Subscription Fee with immediate effect within the Due Date, without raising any dispute. It is further agreed that in case the Affiliate has paid any fees

in advance, the differential amount of the subscription fees, from the effective day of such revision will be paid by the Affiliate on a pro rata basis within a period of seven days from the receipt of the notice of revised fee from BCCL.

iii. It is expressly agreed between the Parties that the Affiliate shall be liable to pay the Subscription Fee irrespective of the fact whether the Affiliate is able to collect the same from its Subscribers or not.

iv. In addition, the Affiliate shall be liable to bear and pay all the (present and future) applicable taxes & duties (including GST) and any other payments statutorily required to be made by the Affiliate with respect to subscription and distribution of the Channels/Service. In case BCCL is required to make any such payment on behalf of the Affiliate, the Affiliate shall reimburse the same to BCCL within seven days of demand made by BCCL along with the copy of payment of the said dues, without raising any dispute.

v. All payments shall be paid net of all taxes and charges or levies and any bank transfer or similar fees or charges and the liability of all taxes & duties including the Service tax or statutory charges shall be solely of the Affiliate. All the dues as mentioned in the Agreement shall be paid by the Affiliate without any deduction or set-off, by way of a DD/pay order/Cheque payable at par which shall be drawn in favour of **"Bennett, Coleman & Company Limited".**

However, it is clarified and agreed that all the above payments shall be free of and not be reduced by any tax, levy or charges except for Tax Deduction at Source as per Indian Income Tax Act, 1961. The Affiliate shall issue the TDS certificate for such deducted tax within the statutory time provided for furnishing it under the Income Tax Act, 1961 and amendments thereof from time to time. TGBCL shall be entitled to collect the Subscription Fee/Charges from the Affiliate and all dues/payments payable in terms of this Agreement shall be paid by the Affiliate by way of a DD/pay order/cheque (payable at par) in favour of "**Bennett, Coleman & Company Limited**".

vi. In case any of the above payment is not paid by the Affiliate on or before the due date, BCCL shall be entitled to charge the interest at the rate of 18% p.a. from the due date till the said amount is paid, which shall be without prejudice to other rights available to BCCL which inter-alia includes de-activation of the Service and /or terminate the Agreement in accordance with the provisions of law. The imposition and collection of interest on late payment of Subscription Fee does not constitute a waiver of the Operator's absolute obligation to pay the Subscription Fee within the Due Date.

vii. It is agreed between the parties that the receipt of money by BCCL shall not prevent BCCL from questioning the correctness of any statement submitted by the Affiliate.

5.10 Intellectual Property Rights:

a) The Affiliate acknowledges and agrees that BCCL and/or the Channel Broadcaster is/are and shall remain the sole and exclusive owner(s) of the Channel(s) and contents thereof and all rights including Intellectual Property Rights vested therein shall be the sole and exclusive property of BCCL.

b) The Affiliate shall use the signals only for distributing the same to its Subscribers and shall neither record, duplicate, transmit by any means or otherwise use the Channels or any part thereof nor allow any person to do so.

c) The Affiliate undertakes that it shall distribute and ensure continuous distribution of the Service in the designated Territory and Authorized Language only in its entirety and in the

same manner as it is received without any disturbances, disruptions/interruptions, editing, modification, including any scrolling, imposing or superimposing of advertisements, incorporating sub-titles or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation. The Affiliate shall make the signals available to its Subscribers without any disturbance, disruption and/or blacking it out and shall also ensure that the signals of the Channel(s) shall be available to the Subscribers in continuity without any disturbance, disruption and/or blacking it out in any manner whatsoever.

d) The Affiliate further undertakes to abide by the provisions of the Copyright Act, 1957 and rules thereof (amended from time to time) and further undertakes not to do any act which violates the rights of BCCL provided under this Agreement.

e) The Affiliate agrees that it has not and shall not:

i. acquire any proprietary rights in any of the contents of the Channels and/or logo, trade mark/name thereof by reason of this Agreement or by reason of performance pursuant to this Agreement;
ii. acquire any ownership or other rights with respect to the Subscribed Channel(s) or in any of the contents of the Channels and/or logo, trade mark/name thereof except as expressly granted in this Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights pertaining to the Subscribed channels as granted in this Agreement;
iii. acquire any proprietary or other rights in the trade names/marks and logo to which BCCL and/or Channel Owners assert proprietary or other rights, which BCCL may inform the Affiliate from time to time in writing and agrees not to use the same in any corporate or trade name;
iv. apply for registration of the trade name as a trade mark and not to interfere in any manner with respect to registration by BCCL nor attempt to prohibit the use or registration of the trade name or any similar name or designation by BCCL;
v. use any name or mark, logo similar to or capable of being confused with the trade Name or the mark/logo of the Channel and/or BCCL/Channel owners;
vi. remove any name or mark including fingerprinting from the Services;

vii. cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so;
viii. refrain from distribution of the Channel(s) and shall distribute the same without any disruption, interruption and blacking out; and
ix. change or use the language of the Channel(s) other than the authorized one.

f) In case the Channels are not distributed as per the terms of this clause, BCCL shall be entitled to terminate this Agreement and recover damages from the Affiliate without prejudice to any other rights available to it.

g) The Affiliate may place its logo/FP on the Channels provided it shall not hide/mask the logo/FP of BCCL/Channel Owners and its placement shall be determined in consultation with BCCL to ensure the same.

h) The Affiliate shall not push any content (except its Finger Printing) on to the Set Top Boxes, and there shall not be any automatic advertisement skip function and the Affiliate shall not

create a virtual VOD or other on demand service with respect to the Channels.

5.11 Anti-Piracy Obligations & Measures:

a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the Affiliate shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures as may be specified, in a non
discriminatory manner in writing, from time to time, by BCCL. In addition, the Affiliate shall ensure to employ, maintain and enforce a Security System which shall inter-alia include the fully effective conditional access delivery and content protection and Security System in order to prevent theft, piracy, unauthorized distribution/retransmission, copying or duplication of the Channel(s) or any part thereof.

b) The Affiliate represents and warrants that it has the adequate system, processes and controls in place regarding distribution of Set Top Boxes and preventing Piracy and shall take all the necessary legal/technical and administrative steps/actions to prevent the piracy and unauthorized access of the Channel(s)/Service.

c) The Affiliate undertakes to notify to BCCL of any suspected and/or actual infringement of the Intellectual Property and/or unauthorized distribution of the Channels, and to take all necessary steps and actions, after taking the approval from BCCL, to prevent any unauthorized access to/piracy of BCCL Channels in the Territory and will regularly provide to BCCL updated piracy reports on quarterly basis. The Affiliate also agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of BCCL and shall also extend all co-operation to BCCL as may be required by it (BCCL) for taking necessary action against such piracy/ infringement.

d) The Affiliate shall deploy Finger printing (FP) mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed/ transmitted through its DAS Platform at least every 10 minutes on 24 x 7 x 365 basis. In addition, the Affiliate shall ensure that the FP of BCCL should pass through all the STB/TV sets without being masked or tampered with respect to time, location, duration and frequency.

e) The Affiliate shall also display the Water mark and other measures as approved by BCCL in order to detect the piracy. The FP should be on the top of any other display OSD including programme and should not be removable by the Subscriber or any other person.

f) The Affiliate shall ensure that all Set Top Box(s) should support both visible and covert FP and it (the Affiliate) should be able to operate the FP of all the Subscribers.

g) The FP & OSD should not be removable by the Subscriber and should be controllable as and when required. In addition, the Affiliate shall provide the FP (both overt and covert) at the scheduled time, location, duration, color and on demand of BCCL with a notice of 30 minutes. FP should be displayed at least for 30 seconds and after every 10 minutes.

h) The Affiliate shall ensure the address and authorized usage of the Subscriber before setting

up/installation and activation of Subscriber's Equipment and shall have a system in place for ensuring the utilization of those Equipment as per the terms of this Agreement so as to prevent/minimize the Piracy of the signals of the Channels.

i) The Affiliate shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Affiliate at the time the Channels are made available. If the Affiliate becomes aware that any unauthorized party is recording, duplicating, cable- casting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Affiliate shall within ten minutes of so becoming aware of such recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify BCCL and the Affiliate shall also switch off the concerned Set Top Box to prevent such unauthorized use.

j) The Affiliate further undertakes to notify to BCCL of any suspected and/or actual infringement of the Intellectual Property/Piracy of the Channels of BCCL (such event includes - receiving/usage/distribution of the Channels for commercial purpose by the Subscribers or any other person without the authorization of BCCL, receiving/ usage/ distribution of the Channels by the Cable Operators, receiving/usage/distribution of the Channels by the unauthorized Commercial Subscribers, Mass display such as in Cinema, PVA, any large gathering or otherwise by any person without authorization of BCCL) through its DAS Platform and shall take all necessary steps and actions as advised by BCCL from time to time. The Affiliate is also authorized to take legal steps (including criminal proceedings) in its own name after taking the approval from BCCL, to prevent any unauthorized access to/piracy of BCCL channels in the Territory and will regularly provide to BCCL updated piracy reports on quarterly basis.

k) If so instructed by Information (as defined below) by BCCL, the Affiliate shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from BCCL. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by BCCL representatives through other means of communications such as telephonic message, fax etc and the said "Information" shall later be confirmed by BCCL through e-mail and the Affiliate shall be under obligation to act upon such Information.

l) The finger printing shall be both overt and covert and should be in different colours as advised by BCCL. In addition, the co-ordinates of finger printing should be in shifting mode and of multi-positioning; i.e. the place of display of finger printing should be kept on changing from time to time. Such finger printing should be displayed for such periods and /or for such interval as may be advised by BCCL from time to time. It is further agreed that the FP of BCCL shall pass through without masking or tampering with respect to time, location, duration and frequency. The Affiliate agrees to display the Finger Printing and/or OSD at the scheduled time, location, duration as advised by BCCL by a written 15 minutes' notice.

m) It is further agreed that in case the Channels are not distributed as per the terms of this clause and/or in case BCCL finds that the Affiliate is not taking adequate steps to prevent piracy as advised by BCCL, BCCL shall be entitled to deactivate the service and/or terminate this Agreement immediately without prejudice to any other rights available to it including to claim damages from the Affiliate.

6.0. REPRESENTATIONS AND WARRANTIES

6.1 BCCL represents and warrants that it:

a) has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder; and

b) shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels.

6.2 The Affiliate represents and warrants that it:
a) has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder;

b) has obtained and shall continue to have all licenses, approvals, authorization, permissions, registrations and permits necessary for receiving and distributing the Channels/Service;

c) shall pay to BCCL the subscription fee and revision thereof along with all the taxes and duties in time;

d) shall distribute the Service only in accordance with the terms of this Agreement in the same mode/Format as received by it from BCCL and in its entirety without any modification, disruption/interruption, change of format and black out;

e) shall not discriminate the Channels with any other channels being distributed by the Affiliate of the same genre and shall not place/price the Channels in non- advantageous/dis advantageous position compared to any other channel in the same genre;

f) shall provide access of the Services only to those Subscribers who have the STB and whose details have been duly recorded in the SMS of the Affiliate;

g) shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels and comply with all of its obligations as specified in this Agreement;

h) shall maintain the quality/Format and standards for the respective Channels;

i) will not unilaterally, in any manner and for any reason whatsoever, alter, modify and/or change the Language of the content of the Channels;

j) shall ensure the compliance of the terms of this Agreement by its authorized Cable Operators;

k) shall provide the true, correct and updated subscriber details to BCCL as per the terms of this Agreement;

l) cause continuous distribution of the subscribed Channels to all its Subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever;

m)shall ensure that its Subscribers shall always be in compliance and shall comply with of all the applicable terms of this Agreement;

n) shall ensure that no activations or deactivations shall be performed or initiated directly in

the CA system. All such actions must be routed through and interconnected with SMS only;

o) shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Channels at the time of retransmission, except the Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more that 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner;

p) shall always encourage the Subscribers to subscribe/avail and view all the Subscribed Channel(s). Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers from subscribing/availing and viewing the Subscriber Channel(s), nor shall indulge in any negative publicity nor provide incentives, marketing,

advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s); and

q) upon change in the designated satellite of the Subscribed Channels, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.

6.3 The Affiliate recognizes that it has been authorized to subscribe and distribute the Channels/Service, in reliance upon the representation, warranties and declaration made by it. The Affiliate further recognizes and undertakes that it has read and understood all the terms and conditions of this Agreement and is fully aware of the same and executed this contract with free consent.

6.4 The Affiliate agrees with BCCL that each warranty which is set out in this Agreement o r which could be treated as a separate warranty shall be construed independently of any other. Each of the warranties is a separate and independent warranty, representation and undertaking and the rights of BCCL under, and the meaning given to, any one such warranty shall not be restricted by reference to any other warranty.

7.0. DEFAULTS, DEACTIVATION & INDEMNITIES

7.1 BCCL may, de-activate the Services of the Affiliate in accordance with the relevant provisions of the applicable statutes, upon termination/expiry of this Agreement, in case any of the representation and/or warranty made by the Affiliate is found to be incorrect and/or if the Affiliate fails to perform its duty and/or carry out its obligations as mentioned in this Agreement, particularly the obligation of making timely payment, distributing the Services otherwise than through DAS Platform, non-providing the true details of its Subscribers and distribution of the Channels to the Subscribers not declared to BCCL, distribution of the Channels/Service outside the Territory, despite not curing the breach even after receiving a notice of breach/cure from BCCL.

If the Affiliate fails to adhere to its obligations as mentioned in this Agreement, it shall be deemed to be of unauthorisedly receiving/transmitting signals and BCCL shall be entitled to deactivate/disconnect the signals of the Subscribed Channels without prejudice to any other rights / remedies available to BCCL including termination of this Agreement and claiming appropriate damages.

7.2 It is further agreed that in case the Services are de-activated due to any default of the Affiliate, BCCL shall be entitled to charge the cost of deactivation and/or reactivation from the Affiliate.

7.3 In case any statement, representation or warranty of the either party set-forth herein is found to have been materially incorrect or untrue for any reason or resulting from any cause whatsoever, the Defaulting party (who made the wrong representation, statement etc) shall be fully liable to the other (Non Defaulting Party) for any and all liability, damage, costs, and expense including attorney fees, arising from such mis-representation or incorrect statement.

7.4 The Affiliate agrees to indemnify, defend and hold harmless BCCL and the Channels' Broadcasters, its affiliates, assigns and successors etc., as the case may be; and each of its directors, officers and employees and keep them fully indemnified and harmless against any and all losses, liabilities, claims, costs, damages and expenses which may be incurred or suffered by BCCL (and/or by them) and which may arise out of or result from:

a) Non/part performance/compliance of the provisions of, and/or failure of its obligation and/or breaches of any terms and condition by it as specified in this Agreement;

b) any breach of any Warranty(ies), obligation(s), covenants or this Agreement of the Affiliate contained in this Agreement;

c) any and all actions, suits, proceedings, claims, judgments, costs, expenses incurred in enforcing this indemnity;

d) any third-party claims made for loss or damage of whatever description caused to such or any other third party as a result of the activities under this Agreement.

7.5 The Affiliate further agrees to compensate BCCL for any liability incurred to third parties due to any breach of any of the terms and condition of this Agreement and/or for any use of the Intellectual Property otherwise than in accordance with this Agreement by it or its Agent(s).

7.6 It is agreed that BCCL/Channel Broadcaster shall not be liable for any claim in the following events:

a) Change of schedule and/or withdrawal of any program from the Channel.

b) Withdrawal, discontinuation, interruption or suspension of any Channel or programs by the Channel Owners or otherwise.

c) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of BCCL.

d) Discontinuation/withdrawal of any Channel as per the terms and conditions of this Agreement.

e) In case of non -performance due to any order passed by any court/tribunal/judicial or administrative authority/association or event of Force- majeure.

7.7 BCCL shall also not be liable to the Subscriber or to any other person for all or any indirect,

direct, special, incidental or consequential damages arising out of or in connection with the provision of the Channels/Services or inability to provide the same whether or not due to suspension, interruption or termination of the Services or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. The Affiliate undertakes that it shall be solely responsible for dealings with its Subscribers and shall be liable for any claims, actions,

demands, proceedings by the Subscribers and shall keep and hold BCCL and Channel's broadcasters harmless and indemnified in this regard.

7.8 Subject to Clause 7 and 8 of this Agreement; neither party shall claim indemnification against third party claims or non-operation of facilities or non-supplying of the Channels if the same is due to of failure of Equipment(s), satellite malfunction, natural calamity or any other reasons of beyond reasonable control of the party including force majeure.

8.0. TERMINATION

8.1 This Agreement and all rights granted herein, and obligations of the parties shall be binding for validity of the Term of this Agreement and shall automatically come to an end by efflux of time on completion of the Term.

8.2 However, BCCL may, terminate this Agreement (prior to the Term of this Agreement) at any time by giving at least three weeks prior written notice to the Affiliate.

8.3 In addition, BCCL shall be entitled to terminate the Agreement in the event of a breach of any of the undertakings, obligations, representations and/or warranties given by Affiliate), and in the event the same is not cured within the time 15 days from date of receipt of Notice of default.

8.4 In case of the following events and subject to applicable statutes, BCCL may record termination with immediate effect:

a) If the Affiliate's license to operate as Distribution Platform Operator or its authorized Distributor Platform providing the distribution service is revoked, cancelled and/or not renewed;

b) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Channels in the Territory;

c) In case of amalgamation, consolidation or reorganization, bankruptcy or insolvency of the Affiliate;

d) In the event of assignment of this Agreement by the Affiliate without prior consent of BCCL;

e) If the Affiliate in any manner jeopardizes the intellectual property rights of BCCL in the subscribed channels or part thereof and/or disrupts/interrupts/blacks out the signals of the Channels and/or indulges in Piracy; or

f) Winding up of the business of the Affiliate voluntarily or through court order for winding up the Affiliate company, or the appointment of a liquidator.

8.5 Notwithstanding anything mentioned in this Agreement, the Affiliate shall be bound to give minimum 90 days advance written notice to BCCL in case of:

(i) amalgamation, merger, consolidation or reorganization of the Affiliate; (ii) proposed discontinuation of operation of the Affiliate's Distribution Platform; or (iii) Winding up of the business of the Affiliate.

Further, notwithstanding anything mentioned in this Agreement, for termination of this Agreement or disconnection of signals of television channels of BCCL for the reasons listed in this clause, the Affiliate shall be bound to give 90 days' advance written notice to BCCL.

9.0. POST TERMINATION/EXPIRY/DEACTIVATION COVENANTS

9.1 It is hereby agreed that any default/failure by the Affiliate of any terms and conditions mentioned in this Agreement, shall entitle BCCL to disconnect the Services and /or terminate this Agreement without prejudice to any other rights available to it. However, BCCL may at its discretion, waive its right to disconnect the Service and/or terminate this Agreement, upon such terms and conditions as it may deem fit and proper.

9.2 The de-activation and/or termination of this Agreement, pursuant to the terms of this Agreement shall be without prejudice to any rights which have already accrued to either party under this Agreement. Where the Services are de-activated and/or Agreement is terminated due to any defaults of the Affiliate, upon such deactivation/termination, the entire Subscription fee, for the Term and all sums due and payable by the Affiliate to BCCL, shall forthwith become and remain due and payable.

9.3 Upon expiration/termination of this Agreement:

a) all rights granted to and obligations undertaken by the Parties hereunder shall cease to have effect and terminate immediately except for the Affiliate's obligations:

i.to pay all amounts or Subscription Fees or other dues including damages, if any, accrued hereunder upon or prior to the expiration or termination of this Agreement; ii.with respect to indemnity and confidentiality and;

iii.such other rights as may accrue upon BCCL under the laws of India.

b) The Affiliate shall forthwith:

i.Stop distributing the Channels to its Subscribers.

ii. Stop representing itself as the Affiliate of BCCL.

iii. Stop using channel logos/marks etc.

iv.Cease to use the Intellectual Property of BCCL/Broadcaster(s).

v.Sign such document/confirmation of cessation of use of Intellectual Property as BCCL may require.

vi.Return back to BCCL all the Equipment(s) in the same conditions as it were made available to the Affiliate subject to normal wear and tear, failing which the Affiliate shall be required to pay the Subscription Fee till the date the Equipment are returned without prejudice to any other rights available to BCCL.

vii.Return back to BCCL all the material/documents/property of BCCL.

9.4 It is agreed that notwithstanding anything contained in the Subscribers Contract(s) with the Affiliate; execution of this Agreement with the Subscribers by the Affiliate shall not entitle the Affiliate to receive the Channels/Service from BCCL, post expiry/termination of this Agreement and in case the services are deactivated due to any default by the Affiliate.

9.5 Continuation of Service: In case the Services are continued to be provided by BCCL by inadvertence or otherwise even after expiry/termination of this Agreement, the Services will be deemed to be provided on monthly basis on the same commercial terms and conditions unless otherwise determined. It is clarified that the month will be the Calendar month i.e. the beginning of the month will commence from the first day of month and not from any other date. In case the Services are to be withdrawn/ deactivated at any stage any party shall send three weeks' notice to other party for such termination. The Affiliate shall be under the obligation to make the payment for the period during which such Services were received by him.

10.0 MISCELLANEOUS

10.1 Entire Agreement: The Affiliate acknowledges that this Agreement contain(s) the whole Agreement between the parties and it has not relied upon any oral or written representations made to it by BCCL or its employees or agents and has made its own independent investigations into all matters relevant to the business. It is further agreed that this entire Agreement supersedes all prior Agreements, arrangements, and understandings between the parties, written or oral, on the subject matter herein.

10.2 Modifications & Severability: Subject to terms agreed upon in this Agreement, any amendment/modification in this Agreement shall be subject to terms of this Agreement and will be affected in writing with the mutual consent of both the parties. The parties further agree that any provision of this Agreement, which is invalid, illegal, or unenforceable in any respect, shall be ineffective to the extent of that invalidity, illegality, or unenforceability, without prejudice to the continuing operation of the remaining operation of the remaining provisions of this Agreement.

10.3 Binding Nature: All obligations and benefits arising under this Agreement shall be binding on the parties and to the respective assignees, transferees, and successors of the parties hereto.

10.4 Relationship of the parties: The relationship between BCCL and the Affiliate is "Principal to Principal". The parties shall not be deemed as partners or joint ventures nor is the Affiliate authorized to act as agent of BCCL.

The Affiliate shall not attempt to incur any liability on behalf of BCCL and shall not hold itself out to any third party as being able to do so. Also, there will be deemed to be no privity of contract or direct contractual relationship of BCCL and the Subscribers of the Affiliate.

10.5 Confidentiality: The Affiliate agrees to keep all information with respect to Channels, its subscription, terms of this Agreement, strategy and volume of business of BCCL confidential, at all times. All data relating to BCCL Subscribers must be kept in strict

confidence. The Affiliate hereby undertakes to keep confidential and not publish any material/information provided by BCCL which has been disclosed to the Affiliate under this Agreement. This clause will survive for a period of one year even after termination/expiry.

In case either party is required to disclose the information by any governmental or judicial order, in which case the party so required shall give the other party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other party's sole costs;

10.6 Force Majeure: The Parties agree that neither party shall be liable for any delay in performing, or failing to perform, any or all its obligations under this Agreement resulting from any event beyond their reasonable control, which may affect the reception/distribution of signals of the Channels to the Subscribers. The party so affected by such force majeure shall give a prompt notice to the other party explaining in detail the event of force majeure and the effect thereof.

Force Majeure will include any war, order of any court/tribunal or any other statutory/administrative authority, direction of any legitimate association/federation, civil commotion, strike, governmental action, lockout, accident, epidemic, pandemic, satellite malfunction/jamming/failure or any other event of any nature or kind whatsoever beyond the control of either party that directly or indirectly hinders or prevents it from commencing or proceeding with consummation of the transactions contemplated hereby. It is agreed between the Parties in lack of funds shall not in any event constitute or be considered an event of force majeure.

It is further agreed that failure on the part of either party to perform any of its obligations (including the non-furnishing of the Service) shall not entitle the other to raise any claim against other or be a breach hereunder to the extent that such failure arises from an event of force majeure. If through force majeure, the fulfillment by either party of any obligation set forth in this Agreement will be delayed, the period of such delay will not be counted in computing periods prescribed by this Agreement.

If the condition of force majeure shall continue for a period exceeding two months, then the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either party to the other, on the thirtieth day after the notice is given.

10.7 Assignment: Subject to the provisions of this Agreement, the Affiliate shall not transfer/assign its Rights and obligations as agreed to in this Agreement, or part thereof to any other person/association/Company/Affiliate/network etc. without the prior written approval of BCCL and any such transfer/assignment shall be illegal and impermissible without authorization.

In the event the Affiliate fails to comply with any of the above provisions, BCCL shall be entitled, at its sole discretion, to terminate this Agreement immediately and/ or deactivate the services of the Affiliate without prejudice to any other rights available to it (BCCL).

Consequent upon the consent of BCCL to such assignment/transfer under the provisions hereof; a separate agreement will be executed with the new party and this Agreement will be deemed to be terminated from the date of execution of new agreement.

It is clarified and agreed that for above-said transfer/assignment a written approval of BCCL is required and mere intimation by the Affiliate for any such transfer/extension will not be deemed as consent of BCCL. BCCL will have the right of assigning the rights of this Agreement to any person at its sole discretion.

10.8 Obligations surviving termination of Agreement: It is mutually agreed between the parties that the obligations contained in this Agreement in Clauses 5.5(b) (Subscriber Report), 5.9 (Subscription Fee and other Charges/Payments) and 10.5 (Confidentiality) shall survive the termination of this Agreement, and the respective parties shall be liable to perform their part of the obligation in the same manner as specified in the aforesaid clauses even upon the termination of this Agreement.

10.9 Notices: All notices, requests, consents and other communication under this Agreement ("Notices") shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery (iii) first class courier of good repute (iv) facsimile backed by an electronic mail (E- mail) to

I. BCCL at 1st Floor, Trade House, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400013 marked to the attention of Head Legal (Broadcasting Division);

II. The Affiliate at (Registered Office):

The Affiliate is also required to send a copy of notice to TGBCL at 1st Floor, Trade House, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400013 ;

Any Notice given in accordance with:

a) point (i) above, shall be deemed to have been given five (5) days after having been dispatched;
b) point (ii) above, shall be deemed to have been given on the same day of dispatch; c) point (iii) above, shall be deemed to have been given one (1) day after having been dispatched;
d) point (iv) above, shall be deemed to have been sent on the receipt of confirmation.
The Notices should be sent to the registered office(s) of the Parties.

10.10 Grievance Officer and Request for receiving the interconnection: BCCL has designated its Grievance Officer to receive request for receiving interconnection from distributors of television channels and grievance redressal thereof. The details of Grievance Officer are as under:

Sr. No.	Name of Designated Person	Contact Number	Email
1.	Prasad Asgekar	022-67534186	prasad.asgekar@timesgroup.com

10.11 Change of address: Each of the parties shall give notice to the other of change of any address or telephone/fax or similar number within 48 hours of such change.

10.12 Waiver: The failure, delay, or waiver of one instance of a breach by BCCL to enforce any right or any of the terms or conditions of this Agreement shall not be a waiver of the right and BCCL shall be entitled to enforce the same at any time subsequently.

10.13 Governing Law and Dispute Resolution: The rights and obligations of the parties under this Agreement shall be governed by and under the laws of India. Any disputes or differences pertaining to this Agreement, will be adjudicated by the Appellate Tribunal i.e. Telecom Disputes Settlement and Appellate Tribunal ("TDSAT") as provided under the TRAI Act 1997. However, BCCL shall be entitled to take any action against the Affiliate under any other respective applicable statue such as Copyright Act, 1957 etc. in any court of respective jurisdiction.

IN WITNESS WHEREOF this AGREEMENT has been executed by the duly authorized representatives of BCCL and Affiliate as of the date signed below:

For and on behalf of **Bennett, Coleman & Company Limited** Name: Title :	For and on behalf of (Affiliate) Name : Senthil Kumar K Title : Managing Director
Witnessed By Name: Title :	Witnessed By Name : Title :

ANNEXURE A **<u>TIMES NETWORK</u>**

<u>CHANNEL RATE CARD</u>

(W.E.F. 1ST FEBRUARY 2024)

A-LA-CARTE PAY CHANNELS						
S. No.	**Channels**	**A-la carte MRP (In Rs.)**	**Operator Rate* payable to the Broadcaster per subscriber per channel**	**Genre**	**Language**	**Tick / Cross**

			per month (excluding all applicable taxes) (in Rs.)			
1	Times Now	3.00	2.40	News & Current Affairs	English/Hindi	
2	ET Now	2.00	1.60	News & Current Affairs	English/Hindi	
3	Zoom	0.50	0.40	Music	Hindi	
4	Movies Now	10.00	8.00	Movies	English	
5	Movies Now HD	14.00	11.20	Movies	English	
6	Romedy Now	5.00	4.00	Movies	English	
7	MN+ (HD)	10.00	8.00	Movies	English	
8	Mirror Now	0.10	0.08	News & Current Affairs	English/Hindi	
9	MNX	5.00	4.00	Movies	English	
10	MNX HD	10.00	8.00	Movies	English	
11	Times Now World (HD)	3.00	2.40	News & Current Affairs	English	
12	Times Now Navbharat HD	1.50	1.20	News & Current Affairs	Hindi	
13	ET Now Swadesh	1.00	0.80	News & Current Affairs	Hindi	

S. No.	Channel name (SD/HD)	A-la carte MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes) (in Rs.)	Genre	Language	Tick / Cross
1	Times Now Navbharat (Standard Definition)	0.00 (FREE)	0.00 (FREE)	News & Current Affairs	Hindi	

BOUQUETS OF PAY CHANNELS:

BOUQUET – 1				
S. No.	**Channels**	**MRP (in Rs.)**	**Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)**	**Tick/ Cross**
1	Times Now	5.00	4.00	
2	ET Now			
3	Zoom			
4	Mirror Now			
5	ET Now Swadesh			

BOUQUET- 2				
S. No.	Channels	**MRP (in Rs.)**	**Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)**	**Tick/Cross**
1	Times Now	15.00	12.00	
2	Mirror Now			
3	ET Now			

4	Zoom			
5	Movies Now			
6	MNX			
7	Romedy Now			
8	ET Now Swadesh			

BOUQUET – 3				
S. No.	Channels	**MRP (in Rs.)**	**Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)**	**Tick/Cross**
1	Times Now World (HD)	28.00	22.40	
2	Times Now			
3	Mirror Now			
4	ET Now			
5	Zoom			
6	Movies Now HD			
7	MNX HD			
8	Romedy Now			
9	MN+ (HD)			
10	Times Now Navbharat HD			
11	ET Now Swadesh			

BOUQUET- 4				
S. No.	**Channels**	**MRP (in Rs.)**	**Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)**	**Tick/Cross**

1	Times Now World (HD)	7.00	5.60	
2	Times Now			
3	Mirror Now			
4	ET Now			
5	Zoom			
6	Times Now Navbharat HD			
7	ET Now Swadesh			

BOUQUET- 5				
S. No.	**Channels**	**MRP (in Rs.)**	**Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)**	**Tick/Cross**
1	ET Now Swadesh	1.00	0.80	
2	Zoom			
3	Mirror Now			

Tick (√) denotes "opted"
Cross (X) denotes "not opted"

*"Operator Rate" has been derived after factoring Distributor margin of twenty percent of MRP as mandated by the Interconnection Regulations

1. Bennett, Coleman & Company Limited is the authorized distributor for its own channels and Zoom Entertainment Network Limited Channel.

2. This RIO pertains to channels broadcasted by Bennett, Coleman & Company Limited and by Zoom Entertainment Network Limited Channel as the authorized distributor.

3. Times Global Broadcasting Company Limited is the authorized agent of Bennett, Coleman & Company Limited for distribution of channels of Bennett, Coleman & Company Limited and Zoom Entertainment Network Limited.

4.The MRP rates mentioned above are per subscriber per month and are exclusive of applicable taxes/levies.

ANNEXURE B

SUBSCRIPTION REPORTS

A: Monthly subscription reports of channels or bouquets to be provided by a distributor of television channels to a broadcaster.

Reported Month: Year:

A.1 Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in tables-1, 2 and 3 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Table 1- Monthly subscription for a-la-carte channels

Sl.	Name of the channel	Number of subscribers of the channel on 7th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly subscription of the channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4

Table 2- Monthly subscription for bouquets (BCCL's) of pay channels

Sl.	Name of the bouquet of pay channels	Name of constituent channels of bouquet of the broadcaster	Number of subscribers of the bouquet on 7th day of the month	Number of subscribers of the bouquet on 14th day of the month	Number of subscribers of the bouquet on 21st day of the month	Number of subscribers of the bouquet on 28th day of the month	Monthly Subscription of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)] /4

Table 3- Monthly subscription for bouquets of pay channels of different broadcasters, packaged by the Affiliate

Sl.	Name of the bouquet of pay channels	Name of constituent channels of bouquet of different broadcasters	Number of subscribers of the bouquet on 7th day of the month	Number of subscribers of the bouquet on 14th day of the month	Number of subscribers of the bouquet on 21st day of the month	Number of subscribers of the bouquet on 28th day of the month	Monthly Subscription of the bouquet of different Broadcasters
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)

							+(5) +(6) +(7)] /4

Note:

1. Each active set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the distributor of television channels, shall constitute one subscriber.
2. The reports shall be generated in non-editable PDF format, with read only permissions.

ANNEXURE C

EQUIPMENT DETAILS

S. No.	Channel Name	IRD No.	VC No.
1	Times Now		

2	ET Now		
3	Zoom		
4	Movies Now		
5	Romedy Now		
6	Mirror Now		
7	Movies Now HD		
8	MN+ (HD)		
9	MNX		
10	MNX HD		
11	Times Now World (HD)		
12	Times Now Navbharat HD		
13	ET Now Swadesh		
14	Times Now Navbharat		

ANNEXURE D

ADDRESSABLE SYSTEM REQUIREMENTS

A. Conditional Access System (CAS) and Subscriber Management System (SMS): 1. The Affiliate shall ensure that the current version of the CAS, in use, do not have any history of hacking.

Explanation: A written declaration available with the Affiliate, from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands on a particular channel/ bouquet/ subscriber package.

3.It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The Affiliate of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6.The Affiliate shall validate that the CAS has the capability of upgrading STBs over-the air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least Five percent (5%) of the subscriber base of the Affiliate within 24 hours.

9.The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:

(a) Unique customer identification (ID)

(b) Subscription contract number

(c) Name of the subscriber

(d) Billing address

(e) Installation address

(f) Landline telephone number

(g) Mobile telephone number

(h) E-mail address

(i) Channels, bouquets and services subscribed

(j) Unique STB number

(k) Unique VC number.

12. The SMS should be capable of:

(a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.

(b) Locating each and every STB and VC installed.

(c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about: (a)

The total number of registered/ authorized subscribers.

(b) The total number of active subscribers.

(c) The total number of temporary suspended subscribers.

(d) The total number of deactivated subscribers.

(e) List of blacklisted STBs in the system.

(f) Channel and bouquet wise monthly subscription report in the prescribed format. (g)

The names of the channels forming part of each bouquet.

(h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.

(i) The name of a-la carte channel and bouquet subscribed by a subscriber. (j)

The ageing report for subscription of a particular channel or bouquet. (k) The

details of channels opted by subscriber on A-la-carte basis.

(l) The Bouquet / Subscriber Package wise subscriber numbers

(m) The history of all the above mentioned data for the period of the last 2 years 14. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.

15. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.

16. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

17. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re- deployed.

18.It shall be possible to generate the following reports from the logs of the CAS:

(a) STB-VC Pairing / De-Pairing

(b) STB Activation / De-activation

(c) Channels Assignment to STB

(d) Report of the activations or the deactivations of a particular channel for a given period.

19. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

20. The Affiliate shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

21. The Affiliate shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the Broadcaster by the Affiliate.

22.Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

23.The Affiliate shall preserve unedited data of the CAS and the SMS for at least two years.

B. <u>Fingerprinting</u>:

1. The Affiliate shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.

2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after 30.10.2019 shall support the covert finger printing. 3.The fingerprinting should not get invalidated by use of any device or software.

4.The finger printing should not be removable by pressing any key on the remote of STB. 5.

The finger printing should be on the top most layer of the video.

6. The finger printing should be such that it can identify the unique STB number or the unique VC number.

7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.

8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.

9.The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.

10. The finger printing should be possible on global as well as on the individual STB basis.

11. The overt finger printing and On-screen Display (OSD) messages of the respective Company should be displayed by the Affiliate without any alteration with regard to the time, location, duration and frequency.

12. Scroll messaging should be only available in the lower part of the screen. 13.

The STB should have a provision that finger printing is never disabled.

14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after 30.10.2019 shall support watermarking network logo for all pay channels at the encoder end.

15. No common interface Customer Premises Equipment (CPE) to be used. **C.**

STB Requirements:

1. All STBs should have a Conditional Access System.

2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end

3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.

4.The STB should be individually addressable from the Head-end.

5. The STB should be able to receive messages from the Head-end.

6.The messaging character length should be minimal 120 characters.

7. There should be provision for global messaging, group messaging and the individual STB messaging.

8. The STB should have forced messaging capability including forced finger printing display.

9.The STB must be compliant to the applicable Bureau of Indian Standards. 10.The STBs should be addressable over the air to facilitate OTA software upgrade. 11. The STBs with facilities for recording the programs shall have a copy protection system.

12. There should be a system in place to secure content between decryption & decompression within the STB.

D. HD Set-Top-Box Requirements:

1. HD Boxes should be tamper resistant.

2. The security codes should be securely stored in the HD Box

3.There should not be any testing points or interfaces in the HD Box provided to the Subscribers.

4.The security system in a HD Box or otherwise should have the capability to detect clone devices.

5. The HD Box enforce reasonable usage rules carried by the BCCL

6.The decryption and decoding processes should be integrated into a single process in the HD

Box.

7. The video path from decryption to video outputs should be secured

8.The set top box or HD Box utilizing built-in PVRs should employ an encryption system for the storage of material that binds the material to that particular set top box or HD Box.

9.The HD Box should have the ability to add finger printing in the video outputs (preferred to track clone/ compromised devices).

10. The HD Boxes should have:

(a) CGMS/A capability for analogue outputs
(b) HDCP capability for DVI and/or HDMI outputs;
(c) if provided, DTCP capability for 1394, USB, Ethernet and/or other applicable outputs.

ANNEXURE E

SCOPE OF AUDIT

I. Head End Audit

i.AFFILIATE should provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose. ii. AFFILIATE to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.

iii. All TS from MUX should be encrypted for the territory.

iv. AFFILIATE to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.

v.All Pay Channels IRDs to be provided to AFFILIATE's by Company should have SDI/Composite/ SDI output only. Company should not give IRDs with ASI/IP output or CAM Module.

II. CAS Audit:

i. AFFILIATE to provide all below information correctly: Make & version of CAS installed at Head End.

ii. CA system certificate to be provided by AFFILIATE.

iii. CAS version installed should not have any history of hacking, certificate from CAS vendor required.

iv. CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.

v. CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD. vi. CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.

vii. STB's & cards to be uniquely paired from AFFILIATE before distributing box down the line. AFFILIATE to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to

the Company by means of a fresh undertaking.
viii. Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by AFFILIATE. CAS vendor required to certified reconciliation of data.
ix. No activation / deactivation from direct CAS system, it must be routed via SMS client only.
x. AFFILIATE should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/ Subscriber Package / product report during audit period.
xi. CA system should have the capability of providing history of all actions taken for last 2 years.

III. SMS Audit:

i. All product authorization must be from SMS only.
ii. SMS and CAS should be fully integrated.
iii. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

- Unique Customer Id
- Subscription Contract number
- Name of the subscriber
- Billing Address
- Installation Address

- Landline telephone number
- Mobile telephone number
- Email id
- A–la-carte Channels or Bouquet/Subscriber Package subscribed to Unique STB Number & Unique VC Number

The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

- Location of each and every set top box VC unit
- The SMS should be capable of giving the reporting at any desired time about: a) The total no subscribers authorized
  b) The total no of subscribers on the network
  c) The total no of subscribers subscribing to a particular service at any particular date.
  d) The details of channels opted by subscriber on A-la-carte basis.
  e) The Bouquet / Subscriber Package wise details of the channels in the Bouquet / Subscriber Package.
  f) The Bouquet / Subscriber Package wise subscriber numbers.
  g) The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
  h) The history of all the above mentioned data for the period of the last 2 years

Following parameter should be validated during the audit.

i. Review Complete Network Diagram
ii.Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
iii.Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking iv.Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.
v. Review whether Live diagram / fibre details of network are captured in SMS system vi. To

check if AFFILIATE specific coding / ID is available for Finger Printing vii. Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.

viii. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.

ix. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber:

- Unique Subscriber ID
- Subscriber Contract Details – No, Term, Date, Name, Address & contact details
- Hardware details

x. Review the subscriber's activation/ de-activation history in the SMS system xi. Validate if the SMS is integrated with CAS.

xii. Review if all the active and de-active STBs are synchronized in both SMS and CAS. xiii. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.

xiv. Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.

xv. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.

xvi. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels

xvii. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Company/ Aggregators.

xviii. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates,

xix. Review of the following reports are supported by SMS and CAS. a. Total no of Subscribers – active & de-active separately

a. De-active subscribers with ageing
b. Channel wise Subscribers - total
c. Channel wise Subscribers – split by Bouquet / Subscriber Package
d. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
e. Subscriber/Revenue Reports by State/City
f. No of Bouquets / Subscriber Package offered
g. List of Channels / rates of each Bouquet / Subscriber Package
h. Rate Card Options offered / Attached with active Subscribers
i. Historical data reports
j. Free / demo Subscribers details
k. Exception cases – active only in SMS or CAS

IV. **STB Audit:** All STB should be individually paired in advance with unique smart card at central warehouse of AFFILIATE before handing down the line distribution.

- AFFILIATE to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- AFFILIATE should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by AFFILIATE's should be certified by their CAS vendor. • Forensic watermarking to be implemented on the AFFILIATE headend & STBs. • ECM/EMM base Forced messaging full screen and ticker mode should be available. • All the STBs should have embedded Conditional Access.

The STB should be capable of doing Finger printing. The STB should support both Entitlement

Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.

- The STB should be individually addressable from the Head end.
- The messaging character length should be minimum of 120 characters. • There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections:

i. Macro vision 7 or better on Composite video output.
ii. Macro vision 7 or better on the Component Video output.
iii. HDCP copy protection on the HDMI & DVI output.
iv. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

- Types of boxes launched / to be launched:

Vanilla STB
DVR STB
Others (please specify)

- Please furnish STB details as following:

Open Standards or Proprietary
Audio Video and Data I/O Configuration Local
Storage
Smarts Card
PVR Functionality
Tamper Resistance
I/O Copy Protection (Please provide the details). I/O
Interface to Other Devices

- Are the STB's interoperable

- DVR / PVR STB should be compliance of following:

Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
Recorded content should be encrypted & not play on any other devices.
Content should get record along with entitlements and play out only if current entitlement of that channel is active.
User should not have access to install third party application/software.

- Does the Set Top Box support any type of interactive middleware (Please describe).

V. **Distribution Network Audit:** AFFILIATE should provide below information in detail:

- Fiber network and PIT information on Geo Map.
- Service area to be defined.

VI. **Anti-Piracy Measure:** Use of any device or software should not invalidate the fingerprinting.

• The OVERT Finger Printing should not be removable by pressing any key from the remote.
• The OVERT Finger printing should be on the top most layer of the video. • The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
• The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
• The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
• The Finger printing should be possible on global as well as on the individual STB basis.
• The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the AFFILIATE without any alteration with regard to the time, location, duration and frequency.

• Covert finger printing should be available.
• No common interface Customer Premises Equipment (CPE) to be used. • The STB should have a provision that OSD is never disabled.

VII. Commercial Audit

1. Provide system generated Channel-wise and Bouquet / Subscriber Package -wise reports of channels for the Digital Addressable platform in a non-editable format.

2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems

• Customer acquisition
• Provisioning of the subscriber in authentication, billing and SMS system • Bouquet / Subscriber Package change request process
• Customer Retention process, if any
• Deactivation and churn process

3. Understand/ Verify the various Bouquets / Subscriber Package being offered to customers

• Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers
• Interactions with the Operator's marketing and sales team on how the various channels are being marketed
• Any special marketing schemes or promotions
• Details of the consumers subscribing to the various Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):

• Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package.
• Any reconciliations / checks /adjustments carried out before sending the declarations

5.Analyze declaration reports on a sample basis:

• Reconciling the declaration
• figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)

• Analyse the computation of average subscribers
• Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

6.Analysis of the following:

• Input and change controls of customer data into SMS.
• SMS user access controls – authentication, authorization and logging. • Analyze system logs to identify any significant changes or trail of changes made. • Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.

• Review the system logic for the reports which are inputs to Broadcaster declarations.
• Channel allocation/fixation to a particular LCN/CDN.
• Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
• Sample of activation and deactivation request logs
• Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ representative).
• Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties). • Live Demo of the queries being put in to the system to generate different reports. • List of CAS and SMS used by Operator in DAS area. In case more than one CAS and SMS system is used by Operator for both DAS and non-DAS areas, then understand and analyze how the two markets are segregated, controlled, reported and invoiced. • Similarly, list of head-ends of the operator providing services to both DAS and non DAS areas and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple CAS being used by AFFILIATE, to understand synchronization between multiple CAS and SMS.

ANNEXURE: F

TERRITORY

The Licensed Rights are granted under this Agreement for the territory as hereinafter mentioned.

District	**State**

ANNEXURE G

LIST OF DOCUMENTS

Tick (√) the box against the document that is furnished by Affiliate:

Constitution documents – (Partnership Deed, Memorandum/Articles of Association etc. and a list of partners/Directors along with their Identity & Address proof; Name of the contact person/Authorized Representative, Identity Proof, telephone Number. Email Address

Address for communication;

Copy of the valid registration/License issued by the requisite Authority to the Affiliate for running its authorized Distribution Network or Cable Network in the DAS Areas;

Copy of the valid GST Registration Certificate by the appropriate Authority under the GST Act, clearly indicating the applicable GST Details for all States/UT where the Affiliate is functioning/operating/carrying on its business;

Copy of the valid Income Tax registrations along with a latest copy of the Income tax assessment return and PAN Card;

Copy of the Entertainment Tax Registration Certificate, clearly indicating the Entertainment Tax Number;

A network diagram of the Affiliate along with a map of the Area for which the Services are being sought to be provided by BCCL to the Affiliate;

Copy of the resolution passed by the board of directors of the Affiliate or an authority letter from the Affiliate authorizing Mr. to execute this Agreement on behalf of the Affiliate;

Details of head-end, Conditional Access System (CAS) and Subscriber management System (SMS) deployed by the Affiliate;

SMS declaration from the Affiliate's SMS vendor in the format specified under Annexure - J;

CAS declaration from the Affiliate's conditional access vendor in the format specified under Annexure - K;

Copy of the Auditor's Report in compliance with Schedule III and/or Schedule X (as the case may be) & Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017

An undertaking from the MSO/the Affiliate its cable network installed for distribution of television channels is capable of complying with the applicable provisions of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017 dated 3rd March, 2017, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 dated 03rd March, 2017 and Telecommunication (Broadcasting And Cable) Services Standards Of Quality Of Service And Consumer Protection (Addressable Systems) Regulations, 2017 dated 3rd March, 2017. The undertaking must also clearly state that the configuration and version of the addressable system have not been changed after issuance of the report by the Auditor.

ANNEXURE H:

INCENTIVE SCHEMES ON MRP OF A-LA-CARTE AND BOUQUET RATES OF

THE BROADCASTER

- The Broadcaster is offering certain incentives to all Affiliates who avail the channels in a-la-carte or Bouquet(s) as provided under Annexure A of this Agreement. In order to avail the Incentives, it shall be understood and presumed that the Affiliate has read and accepted the conditions detailed in this Agreement.
- The Affiliate shall be eligible to avail the Incentives, upon specifically opting in and selecting/ ticking the relevant Incentive as set out hereunder, and subject to the Affiliate meeting each of the eligibility criteria as stated under Clause 3.7 of this Agreement, strictly in the manner, sequence and as per conditions set forth hereunder.

I. Incentive Parameters: based on *Prompt Payment & Penetration level in markets, as mentioned below in Table A*

A. Prompt Payment Incentive:

Prompt Payment Incentive

Payment made within due date	5%

B. Penetration Incentive:

Penetration Based Incentive- as per Table A

Channels	% Penetration Incentive
Times Now & Movies Now	6%
Times Now, Movies Now and any other 3 SD channels from - Table A	8%
All SD & HD Channels	10%

II. Table A

Table -A Times Network channels List, Identified Markets, penetration

Channel	Genre/Language	Competing Channels	Markets	Penetration Levels
Times Now	News & Current Affairs (English/Hindi)	India Today Television, Mirror Now, CNN News 18, News 9, NDTV 24x7, BBC World News, WION, Republic TV and channels of similar language and/ genre/sub-genre	All India	In parity with the all Competing Channels

ET Now	News & Current Affairs (English/Hindi)	CNBC TV 18, and channels of similar language and genre/ sub-genre	All India	In parity with the all Competing Channels
Zoom	Music (Hindi)	Mastii, 9XM, B4u Music, MTV, MTV Beats, Zing and channels of similar language and genre/sub –genre	Identified Markets *	All active pay subscriber base
Mirror Now	News & Current Affairs (English/Hindi)	Times Now, India Today Television, CNN News 18, News 9, NDTV 24x7, BBC World News, WION, Republic TV and channels of similar language and genre/sub-genre	All India	In parity with the all Competing channels
Movies Now	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre	All India	In parity with all competing channels
Romedy Now	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre	All India	In parity with all competing channels
MNX	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre	All India	In parity with all competing channels
ET Now Swadesh	News & Current Affairs (Hindi)	CNBC Awaaz, Zee Business and channels of similar language and genre/sub-genre	All India	In parity with the all Competing Channels
Times Now World (HD)	News & Current Affairs (English/Hindi)	-	All India	All active pay HD subscriber Base

Times Now Navbharat HD	News & Current Affairs (Hindi)	Aaj Tak HD	Identified Market*	All active pay HD subscriber Base
Movies Now HD	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre in HD	All India	All active pay HD subscriber base
MNX HD	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre in HD	All India	All active pay HD subscriber base
MN+ (HD)	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre in HD	All India	All active pay HD subscriber base

*Identified Markets*HSM All India*

In the State/area of Arunachal Pradesh, Assam, Bihar, Bangalore, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli, Daman and Diu, Andaman and Nicobar Islands, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Madhya Pradesh, Maharashtra, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and West Bengal.

ANNEXURE I

CALCULATION OF SUBSCRIPTION FEE

For each month of the Term, or part thereof, Affiliate shall pay Authorized Agent (as fulfilment of its payment obligations under this Agreement towards Broadcaster), Subscription Fee as per computations done in the manner set forth below:

i. If Channel(s) subscribed by the Affiliate on a-la-carte basis are offered by Affiliate on a-la-carte basis only: If Affiliate offers the Channel(s) subscribed by the Affiliate on a-la-carte basis only on a-la-carte basis to its Active Subscribers, then Subscription Fee for each such Channel for a particular month shall be the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee = (A-la-carte MRP of the applicable Channel subscribed by the Affiliate on a-la-carte basis less Distribution Fee of 20% of the a-la-carte MRP of the such Channel) multiplied with the applicable Average active Subscriber Base who have subscribed to such Channel on a-la- carte basis as declared by the Affiliate.

ii. If Channel(s) subscribed by the Affiliate on a-la-carte basis are offered by Affiliate as part of Package(s) only: If Affiliate makes available the Channel(s) subscribed by the Affiliate on a-la-carte basis as part of Package(s) offered to Active Subscribers, then Subscription Fee for a particular month for each such Channel forming part of Package(s) shall be the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee= (A-la-carte MRP of the Channel subscribed by the Affiliate on a-la-carte basis less Distribution Fee of 20% of the a-la-carte MRP of such Channel) multiplied with the applicable average Active Subscriber Base of Package for the applicable Package(s).

iii. If Affiliate offers Bouquet(s) created by BCCL on stand-alone basis: If Affiliate offers Subscribed Bouquet(s) to Active Subscribers on a stand-alone basis, then Subscription Fee for a particular month for such Subscribed Bouquet(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee = (MRP of the Subscribed Bouquet(s) less Distribution Fee of 20% of MRP of the Subscribed Bouquet(s)) multiplied with the applicable Average Active Subscriber Base who have subscribed to such Subscribed Bouquet(s) as declared by the Affiliate.

iv. If Affiliate offers Subscribed Bouquet(s) as part of a Package(s), packaged by the Affiliate: If Affiliate makes available Subscribed Bouquet(s) to Active Subscribers as part of Package(s), then Subscription Fee for a particular month for such Subscribed Bouquet(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee = (MRP of the Subscribed Bouquet(s) less Distribution Fee of 20% of MRP of the Subscribed Bouquet(s)) multiplied with the applicable Average Active Subscriber Base of Package for the applicable Package(s) as declared by the Affiliate.

v. If Affiliate offers Channel(s) subscribed on a-la-carte basis and Bouquet(s) as part of Package(s), packaged by the Affiliate: If Affiliate makes available Channel(s) subscribed on a-la-carte basis and Subscribed Bouquet(s) to Active Subscribers as part of Package(s), then Subscription Fee for a particular month in respect of such Channel(s) shall be aggregate of the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

a) For each Channel subscribed on a-la-carte basis, Subscription Fee shall be calculated on the basis of Clause (ii) hereinabove; and
b) For each Subscribed Bouquet, Subscription Fee shall be calculated on the basis of Clause (iv) hereinabove.

Note: If Affiliate has opted for Incentive Scheme(s), then the Affiliate shall be entitled to the benefits arising thereof, provided Affiliate has complied with the applicable terms and conditions of the chosen Incentive Scheme(s).

Annexure – J

DECLARATION TO BE OBTAINED FROM SMS PROVIDER (ON SMS PROVIDER COMPANY'S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s Skylink Networks, having its Registered Office at and having its DAS headend at has installed SMS of our Company for its digital cable network.

Date of SMS Installation:

SMS Version:

Location of SMS servers:

SMS Database detail with number of instances created:

With respect to the SMS installed at above mentioned headend and in terms of Schedule III and/or Schedule X (as the case may be) & Schedule IX of the Interconnection Regulations dated 3rd March, 2017, including amendment(s), if any, we confirm the following:

1. The installed SMS is currently in use by other pay TVservice providers including Multi System Operators (MSOs) that have an aggregate of at least 1 million subscribers in the global pay TV market (wherever applicable).

2. The SMS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the distributor within 24 hours.

3.We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.

4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package which is or will be provided by the MSO.

5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.

6. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.

7. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands (as per period of service).

8. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every channel provided by the MSO.

9. That we (SMS Company Name) are fully compliant to the requirements of SMS system as per schedule III and/or Schedule X (as the case may be) & Schedule IX of the of The Telecommunication

(Broadcasting And Cable) Services Interconnection (Addressable Systems) Regulations, 2017, including amendment(s), if any, of TRAI.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed SMS system.

I (Name) undertake that the information provided above is true and full disclosure of all the SMS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (SMS company name)

(Signature)

Name:

Designation: (not below the level of COO or CEO orCTO) Company seal:

Annexure - K

DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER (ON THE CAS PROVIDER COMPANY'S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s , having its registered office at and having its DAS headend at has installed Conditional Access System (CAS) of our company for its digital cable network.

Date of CAS Installation: _ CAS Version:

CAS ID: NETWORKID:

Location of CAS servers (Database servers,ECMG, EMMG):

Details of Main and Backup CAS servers installed:

Server time format and time zone:_ Database detail:

With respect to the CAS installed at above mentioned headend and in terms of Schedule III and/or Schedule X (as the case may be) & Schedule IX of the Interconnection Regulations dated 3rd March, 2017, including amendment(s), if any, we confirm the following:

1. CAS does not have any facility to activate and deactivate STBs.

2.The current version of CAS in use, does not have any history of hacking. 3.We have the capability of upgrading of CAS in case it gets hacked at any point of time.

4.The CAS is currently in use by other pay TV services providers including Multi System Operators (MSOs) and it has an aggregate of at least 1 million subscribers in the global pay TV market.

5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package provided by the MSO to its end subscribers.

6. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.

7. This CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS. It is not possible to alter the data and logs recorded in the CAS

8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be re-deployed

9. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.

10. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/ Subscriber Package introduced and made available by the Multi System Operator to its last mile subscribers.

11. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

12. The CAS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the Multi System Operator within 24 hours.

13. That we (CAS Company Name) are fully compliant to the requirements of CAS system as per Schedule III and/or Schedule X (as the case may be) & Schedule IX of the of The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) Regulations, 2017, including amendments, if any, of TRAI.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed CAS system.

I (Name) undertake that the information provided above is true and full disclosure of all the CAS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (CAS company name)

(Signature)

Name:

Designation: (not below the level of COO or CEO orCTO) Company seal:

ANNEXURE-L

"Schedule X

(In terms of sub-regulation (6) of the regulation 10, sub-regulation (7) of the regulation 10 and sub regulation (2) of the regulation 15)

Scope and Scheduling of Audit

(A) Scope: The annual Audit caused by distributor shall include the Audit to validate compliance with this Schedule and the Subscription Audit, as provided for in these regulations.

(B) Scheduling: The annual Audit as caused by distributor under regulation 15(1) shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years.

Digital Rights Management (DRM) System Requirements

The term DRM, herein, refers to the management of the encryption systems for, *inter alia,* providing thefunctionality of CAS for the Internet Protocol Television (IPTV) service provider under these regulations.

(C) DRM Requirements in so far as they relate to subscriber management systems (SMS) for IPTVservices:

Table 1

Sl. No.	Proposed DRM requirements for SMS

1.	There shall not be any data mismatch between DRM and SMS. Maximum mismatch based on subscription base may be allowed as mentioned below:
	(1) Must be less than 0.20% for subscriber base up to 100000 subs (0 to 200 forsubscriber base of up to 100000) (2) Must be less than 0.04% for subscriber base up to 1000000 subscribers (0 to 400for subscriber base of up to 1000000) (3) Must be less than 0.01% for subscriber base above 10000000 subscribers (0 to1000 for subscriber base of up to 10000000) The data between both the systems shall be reconciled on a monthly basis. Thereconciliationreport shall be stored along with the system data for a minimum of three (3) years or at leastthree audit cycles, or as per Schedule III whichever is later.

2.	**Password Policy Creation for Users**: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters,numeric, alphabets or special characters), forced password changes or any otherappropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /unique consumersubscription or the customer premisesequipment (CPE)/device.
3.	**After-Sales Service Support**: The required software and hardware supportshould be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensurethe SMS system with99.99% uptime and availability. The systems should havesufficient provisions for backup systems to ensure quality of service and uptime
4.	All activation and deactivation of STBs/unique consumer subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.
5.	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscription is reflected in the reports generated from the SMSintegrated with the DRM and *vice versa*
6.	DRM and SMS should be able to activate or deactivate services and/or STBs/unique consumer subscription of the subscriber base of the distributor within 24 hours.

7.		The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited toactivation and deactivation commands.
8.		The SMS should be computerized and capable of recording all logs including informationand data concerning the subscribers such as: (a) Unique customer identification (ID) (b) Subscription contract number (c) Name of the subscriber (d) Billing address (e) Installation address (f) Landline telephone number (g) Mobile telephone number (h) E-mail address (i) Channels, bouquets and services subscribed (j) Unique STB number/unique consumer subscription ID attached to a specific uniqueMAC ID. (k) Unique VC number or MAC ID.
9.		The SMS should be capable of: (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/unique consumer subscription.
	(b) (c)	Locating each and every STB/unique consumer subscription and VC/MAC ID installed at city and state level. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

10.	The SMS should be capable of generating reports, at any desired time including about: (a) The total number of registered subscribers. (b) The total number of active subscribers. (c) The total number of temporary suspended subscribers. (d) The total number of deactivated subscribers. (e) List of blacklisted STBs/unique consumer subscription in the system. (f) Channel and bouquet wise monthly subscription report in the prescribed format. (g) The names of the channels forming part of each bouquet. (h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time. (i) The name of a-la carte channel and bouquet subscribed by a subscriber. (j) The ageing report for subscription of a particular channel or bouquet.

11.	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
	DPO shall declare the details of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the broadcasters by the distributor.
13.	If there is active infrastructure sharing (as and when permitted by MIB) then, DPO shall declare the sharing of the DRM and the SMS deployed for distribution of channels. In case ofdeployment of any additional DRM/SMS, the same should be notified to the broadcasters by the distributor.
14.	SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below: (a) STB/unique consumer subscription Number (or in case of card-less system, chipID or MAC ID number of the STB) (b) Product Code pertaining to à-la-carte channels and bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/unique consumer subscription (active/Inactive)
	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report.
16.	**Channel/Bouquet management**: SMS shall, in synchronisation with DRM on real time basis, support the following essential requirements: (a) Create and manage relevant product ID for all channels and bouquets along withthe relevant details such as name, tariff, broadcaster, or DPO bouquet, etc. (b) Manage changes in the channel/bouquet, as may be required, from time to time. (c) Link the Products IDs for à-la-carte channels and bouquets (Single and Bulk) createdin DRM with the product information being managed in SMS, for smooth working of SMSand DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).
17.	**Network Capacity Fee (NCF) Policy Creation**: SMS shall support all NCF related requirements mandated by the applicable tariff order.

18.	**Bill/Invoice Generation**: SMS shall be capable of generating proper subscriber bill/invoicewith explicit details of NCF charges, pay channels charges (with clear itemized details of à- la carte channel cost and bouquet costs), rental charges for STB/unique consumer subscription(if any), other applicable charges, including Goods and Services Tax (GST).
19.	**Management of Logs**: (a) SMS shall have the facility to provide user detail logs with the ID of users on eachlogin event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow alteringor modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule III or at least threeaudit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide broadcaster wise total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.

20.	**SMS Database and tables**: (a) There shall not be any active unique subscriber outside the database tables declaredby the Vendor (b) SMS shall not provide an option to split SMS database or for creation of more thanone instance. (c) SMS shall have the provision to enable or disable channel (à-la-carte channel orbouquet of channels) selection by subscribers either through website or an applicationthrough interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for audit or otherwise: i. Bouquet à la carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa)
21.	SMS shall be accessed through a Firewall
	STB/unique consumer subscription and MAC ID shall be paired from the SMS to ensure security of channel (applicable for DRM with pairing facility).
	The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB/unique consumer subscription by STB/unique consumer subscription basis.
	SMS should have a facility to carry out monthly reconciliations of channels/a-la-carte and bouquet (with their respective ID created in SMS with DRM) and the variance report shouldbeavailable from the DRM and SMS logs and made available during audits.
25.	SMS should have a provision of generating the following reports pertaining to STB/unique consumer subscription/MAC ID.: (a) White list of STB/unique consumer subscription /MAC ID along with active/inactive status (b) Faulty STB/unique consumer subscription/MAC ID – repairable and beyond repairable

(c) Warehouse fresh stock
(d) In stock at local cable operator (LCO) end
(e) Blacklist
(f) Deployed with activation status
(g) Testing/demonstration STB/unique consumer subscription /MAC ID withlocation

26.	**Audit-related requirements**: SMS should have the capability to capture below-mentioned information that may be requiredfor audit and otherwise: (a) Subscriber related: (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/TemporaryDisconnected (iv) Subscription change history (b) Product (Bouquet/à-la-carte channel) related: (i) Broadcaster à-la-carte relation (ii) Bouquet name change history (iii) À la carte name change history (iv) Bouquet/à-la-carte channel rate change history (c) STB/unique consumer subscription related: (i) Change in location history (ii) Change in status (Active/Damaged/Repaired/Replaced)
27.	**User Authentication**: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system
28.	SMS should have the provision to support the following additional requirements: (a) List of à-la-carte channels and bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of à-la-carte channels and bouquets, insync with thelist available in DRM. (b) Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product toa subscriber afterthe expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans. (c) Product (à-la-carte channels and bouquets)-wise Reversal setting for LCOAccount:Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm. Product (à-la-carte channelsand bouquets)Tenure-wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to createDiscount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. (d) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/unique consumer subscription activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc. (e) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la carte channels and bouquets addition and removal on all or a designatedgroup ofSTBs/unique consumer subscription. (f) Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals. (g) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.

	(h) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
	(i) Generation of Reports: Provision to generate the following reports for operationalpurpose: (i) All, selective and single boxes' current status with their first timeactivation date. (ii) Total number of à-la-carte channels and bouquets and STB/unique consumer subscription expiring detail till given future date on the dashboard, accordingto the permission. (iii) Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission. (iv) Total active and inactive subscriber's details with multiple criteria (network-wise, à la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

29.	It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention. Provided that a log of all such instances shall be maintained along with date and timestamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regardall data, such as subscription data, STB/unique consumer subscription UA/MAC IDdetails, entitlement level information, etc.

(D) DRM Requirements for conditional access by subscribers and encryption for IPTV services **Table 2**

Sl. No.	Proposed DRM Requirements for conditional access by subscribers and encryption
1.	DPO shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis ascompliance of this requirement.
2.	DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (allactivations, deactivation, channel authorization/assignment and un-authorization / de assignments and change in MAC ID/STB/unique consumer subscription). The DRM shall notallow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.
3.	DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /uniqueconsumersubscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/unique consumer subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the channel.

4.	The SMS and the DRM should be integrated in such manner that activation and deactivation ofSTB/unique consumer subscription happen simultaneously in both the systems. Explanation: Necessary and sufficient methods shall be put in place so that each activation anddeactivation of STBs/unique consumer subscriptions is reflected in the reports generated from the DRM.
5.	DRM deployed should be able to support two-way networks only.
	e DRM deployed should be able to support both carded as well as card-less STBs/unique nsumersubscription for any provisioning.

7.	The DRM deployed should be able to generate, record, maintain independent reports and logs for verification purpose during audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum. The reports must have date andtime stamp. Proposed reports should include: (a) Unique active STB/unique consumer subscription count as well as MAC ID wise on anydesirable date (b) Unique bouquet/channel active for a specific STB/unique consumer subscription on anydesirable date (c) MAC ID/User ID wise activation-deactivation report for service requests (d) Any alteration in bouquet and/or channels configured in DRM (e) Blacklist STB/unique consumer subscription report (desirable not mandatory feature) (f) Product code pertaining to channels/ bouquets available on the platform (g) Channel/bouquet authorization/assignment to STB/unique consumer subscription alongwith start date and end date of entitlement (h) STB/unique consumer subscription -VC pairing / de-pairing or User id-Mac-id Pairing /de-pairing (if applicable) in SMS/DRM (i) STB/unique consumer subscription activation / de-activation (j) Channels assignment to STB/unique consumer subscription (k) Report of the activations or the deactivations of a particular channel for a given period (l) The total number of registered subscribers (m) The total number of active subscribers (n) The total number of temporary suspended subscribers (o) The total number of deactivated subscribers (p) List of blacklisted STBs/unique consumer subscription in the DRM (desirable notmandatory feature) (q) Channel and bouquet wise monthly subscription report in the prescribed format. (r) The names of the channels forming part of each bouquet (s) The total number of active subscribers subscribing to a particular channel or bouquet at agiven time (t) The name of a-la carte channel and bouquet subscribed by a subscriber (u) The ageing report for subscription of a particular channel or bouquet
8.	DRM deployed should be able to tag and blacklist the STB/unique consumer subscription in case of any piracy.
9.	DRM deployed should have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
10.	The DRM and SMS should be integrated in such manner that upon deactivation of any subscriber from the SMS, all program/services shall be denied to that subscriber.
11.	The DRM should be capable of generating, recording and preserving unedited data / logs for at leastthree consecutive years for each command executed through the DRM, including logs of each command of the SMS integrated with the DRM.

12.	DRM deployed should be capable to support both software base as well as hardware base security.
13.	DRM shall be capable of adding/modifying channels/bouquets as may be required on real time basis in line with the activity performed in SMS.
14.	DRM should be so configured for specific type of STB/unique consumer subscription, that areprocured and configured by the DPO. The DRM should not enable working/operation of any other type/brand/make of STB/unique consumer subscription, in the network.
15.	When infrastructure sharing (as and when permitted by MIB) is available, in such cases DRM shall be capable to support multiple DPOs.

16.	DRM should support content protection.
17.	DRM should support key rotation, i.e., periodic changing of security keys
18.	In case DPO has deployed hybrid STBs (hybrid STB for the purpose of this regulation means aSTBthat uses multiple methods of receiving transmission signals with video and audio content, howeverin a single instance such STB provides only one type of service), DRM shall ensure that the over- the-top (OTT) App and any browser does not get access to the linear television channels offered by the DPO from its own system, and similarly, DRM for IPTVservice should not get access to channelsdelivered through OTT platform. Provided that, all the mandatory requirements forDRM shall be complied by hybrid STBs.
19.	There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split DRM database for creation of more than one instance by a DPO or a vendor.
20.	It must support the following options with reference to uploading of unique access (UA)/MAC IDdetails in DRM database: (a) A secure un-editable file of MAC ID details, as purchased by the distributor, to beuploaded by the DRM vendor on the DRM server directly, (b) If it is uploaded in any other form, UA/MAC ID in DRM database shall be captured inlogs, (c) Further, DRM shall support an automated, application programming interface (API)- based mechanism to populate such UA/MAC ID details in the SMS, without any manualintervention.
21.	It shall be mandatory to have backup servers and logs of all activities carried out in main server shallbe concurrently copied into the backup servers: Provided that a log of all such instances shall be maintained along with date and time stamp, wherethe backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, suchas subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc
22.	DRM and SMS shall ensure that the access to database is available to authorized users only, and in “read only” mode only. Further, the database audit trail shall be permanently enabled. <u>Explanation</u>: Database here refers to the database where data and log of all activities related toSTB/unique consumer subscription activation, deactivation, subscription data, STB/uniqueconsumersubscription UA/MAC ID details, entitlement level information, etc., is being stored.

23.	**Provision of à-la-carte channels or bouquet**: (a) DRM (and SMS) shall be able to handle all the channels, made available on a platform, inà la carte mode. (b) DRM (and SMS) shall have the capability to handle such number of broadcaster/DPObouquets, as required by the DPO.
24.	DRM and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.
25.	DRM shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.
26.	There shall be unique license key required for viewing, the encryption period for a specific key should be configurable to change at periodic interval in DRM deployed by DPO.

27.	For every change in channels, fresh license keys should be issued by the DRM. License keys issuedby DRM should be secure and encrypted. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than theone specified by the IPTV system.
28.	DRM servers should comply with extant Rules and Regulations including relevant clause under extant provisions (if any) relating to data localisation, data security and privacy. It should not be
	allowed to connect main DRM server to some other location (India or other country) with some proxy or another server to integrate with SMS and DPO system.
29.	IPTV service delivery may conform to multicast and/or unicast mode. The system configurationshould ensure that every television channel is available to every customer on selection to view,irrespective of the mode of delivery or the number of viewers seeking such channel at any point of time. STBs/unique consumer subscription with facilities for recording programs shall have a copy protection system (i.e., a feature which prevents reproduction of content and/orunauthorized copying and distribution of content) and such recorded content should not betransferrable to any other device or delivered to any other network in any manner whatsoever.
30.	IPTV system should not be allowed to deliver linear content to any other device except STB/unique consumer subscription which has been whitelisted in DRM.
31.	The DRM should have following features: (a) It should restrict user to editing. (b) It should restrict user from sharing or forwarding or mirroring the content from theSTB/unique consumer subscription. (c) It should disallow user to take screen shots or screen grabs or screen recording, iftechnically feasible. (d) It should lock access to authorized STBs/unique consumer subscriptions only. (e) It should have Geo blocking feature. (f) It should be able to set expiry date to recorded content at STB/unique consumersubscription end based on various policies.
32.	The DRM should have the capability of being upgraded over-the-air (OTA) so that the connected STBs/unique consumer subscription always have the most upgraded version of the DRM.
33.	The DPO shall ensure that the DRM is up to date by installing necessary patches, error corrections, additions, version releases, etc. so as to ensure protection of channels and content at all times

34.	No such functionality should be added to or removed from the DRM which compromises securityofchannels. DPO shall be responsible for encryption of channels' signals before their delivery throughits IPTV platform using DRM hybrid STBs/unique consumer subscription. All costs / expenses (by whatever name called) that are required to be incurred or become payable for such upgradation and for delivery/distribution of multi channel television programmes to subscribers shall be borne solelyby such DPO. The DPO shall employ all reasonable security systems and procedures to prevent anyloss, theft, piracy, un-authorized use, reception or copying of channelsor any part thereof and shall notify broadcasters as soon as practicable after it becomes aware that such an event has occurred
35.	The DRM should not in any way interfere with / invalidate fingerprinting.
36.	DPO shall promptly, and at it sole cost and expense, correct any issues with the DRM (such as bugs, defects, omissions or the like) that prevents subscribers from accessing the DRM hybrid STBs/unique consumer subscription or channels through the DRM hybrid STBs/unique consumer subscription.

37.	DPO shall provide broadcasters with video and audio codecs supported by the DRM hybridSTBs/unique consumer subscription. The DPO shall ensure that no such changes/modifications are made to such codecs parameters that will require broadcasters to incur any expense for delivery of channels / content that are free from viewer discernible problems (including, without limitation, video with no audio, audio with no video or significant signal distortion
38.	DRM should ensure that the hybrid STBs/unique consumer subscription are verifiably locatedwithinIndia by reference to internet protocol address and service address. DRM must ensure and lock the viewership to single device by single STB/unique consumer subscription or any device by ensuring MAC ID based authentication. The DRM must use industry-standard means (including IP-address look-up technology with screening and blocking of proxies (including anonymizing and spoofed proxies)) to prevent delivery of channels to IP addresses outside of India or to proxies.
39.	DRM should ensure that television channels are accessible on STBs/unique consumer subscription of only such subscribers who are then-current, valid subscribers of the DPO, and such confirmation
	must take place prior to the DRM delivering (or authorizing the delivery of) television channel to the STBs/unique consumer subscription of such subscribers.
40.	Upon deactivation of any subscriber from the SMS, the DRM shall restrict delivery of all programme/services to that subscriber.
41.	The DRM should not have any feature to insert any content (including advertisement, banner on portion of screen, etc) by itself. However, ticker messages for consumer information as regards theirservices from DPO shall be permitted.
42.	The DRM should not mask/remove any copyright, trademark or any other proprietary information on the channels at the time of their delivery.

The service providers shall ensure that they seek provisioning of after sales services and support through a local entity so as to *inter-alia* provide quick resolution to any technical and piracy related issues, from DRM equipmentsupplier, while procuring DRM equipment.

(E) DRM Requirements in so far as they relate to fingerprinting for IPTV

services **Table 3**

Sl. No	Fingerprinting requirements under DRM

1.	The DPO shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals
2.	The STB/unique consumer subscription should support both visible and covert types of finger printing.
3.	The fingerprinting should not get invalidated by use of any device or software.
4.	The fingerprinting should not be removable by pressing any key on the remote of STB/unique consumer subscription.
5.	The finger printing should be on the topmost layer of the video.
6.	The finger printing should be such that it can identify the unique STB/unique consumer subscription number or the unique VC number or the MAC ID.
7.	The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), settings, blank screen, and games etc.
8.	The location, font color and background color of fingerprint should be changeable from head end and should be random on the viewing device.
9.	The finger printing should be able to give the numbers of characters as to identify the unique STB/unique consumer subscription and/or the MAC ID.
10.	The finger printing should be possible on global as well as on the individual STB/unique consumer subscription basis.
11.	The overt fingerprinting/watermarking should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
12.	The DRM deployed should be able to generate fingerprinting/watermarking both global fingerprinting as well as targeted channel fingerprinting/watermarking.
13.	The DRM shall support and enable forensic watermarking at STB/unique consumer subscription level.
14.	The DRM shall have the capability to run fingerprinting with at least one fingerprinting every ten (10) minutes on a 24x7x365 basis. DRM should have a feature to publish report of fingerprintingschedule for defined interval. The DPO shall make such report available to broadcaster on request.

(F) DRM Requirements in so far as they relate to STBs/unique consumer subscription

Table 4

Sl.	**STB**/unique consumer subscription **Requirements for DRM for IPTV services**

No.	
1.	All STBs/unique consumer subscription should have a DRM content protection.
2.	The STB/unique consumer subscription deployed should be capable to support content decryption, decoding and DRM license evaluation.

“REFERENCE INTERCONNECTION OFFER (“RIO”) / INTERCONNECTION AGREEMENT OF CELEBRITIES MANAGEMENT PRIVATE LIMITED (“CMPL”) FOR ALL DIGITAL ADDRESSABLE TELEVISION PLATFORMS FOR INTERCONNECTION WITH DISTRIBUTION PLATFORM OPERATOR (“DPO”)

This Reference Interconnect Offer (RIO) read along with the Interconnection Agreement attached hereto is being published by CELEBRITIES MANAGEMENT PRIVATE LIMITED for its Channels and also on behalf of the Broadcaster(s) of various Channels (CMPL Channels and the channels under authorisation from other Broadcasters are hereinafter individually and/or collectively referred to as CMPL Group Channel(s)), as detailed in ANNEXURE II, under Authorisation from them, in compliance with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended by The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Amendment) Order, 2017) and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 in accordance with Clause 13A of the Telecommunication (Broadcasting and Cable Services) Interconnection (Seventh Amendment) Regulation, 2014 dated 3rd March, 2017. Both RIO and Interconnection Agreement are to be read together and Interconnection Agreement attached herewith forms an integral part of this RIO.

The terms mentioned in this Reference Interconnect Offer (RIO) constitutes broad technical and commercial terms and conditions applicable to DPOs of DAS retransmitting digital signals of CMPL Group Channels to Subscribers in terms of the Regulations. Every DPO desirous of obtaining signals of CMPL Group Channels shall make a written request in the Application Form which has already been hosted on our website under the link http://www.celebritiesmanagement.com/distribution/. The DPO along with the Application Form shall also submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of CMPL Group Channels meet the requirements specified in the Schedule I of the Regulations. On receipt of a request from the DPO in the format, CMPL and the concerned DPO will enter into an Interconnection Agreement containing all the terms and conditions as per this RIO to enable the DPO to avail the signals of the CMPL Group Channels for further re-transmission to its Subscribers from its Platform either directly or through Local Cable Operator(s) (LCOs).

In case CMPL finds that the Digital Addressable System (i.e. CAS, SMS and other digital equipment), hereinafter referred to as “DAS”, being used by the DPO for distribution of TV channels does not meet the requirements specified in Schedule III of the Regulations, it shall inform such DPO who shall get its DAS audited by M/s Broadcast Engineering Consultants India Ltd. or any other auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule I to the Regulations.

The DPO shall deliver the following information/documents to CMPL along with the Application Form seeking signals of CMPL Group Channels:

1. PAN Card;
2. GST Registration;
3. Tax Deduction Account Number (TAN)
4. Certificate / Registration issued to the DPO by the Ministry of Information and Broadcasting (MIB) to operate in DAS area under Rule 11C/11E of the Cable Television Networks Rules 1994 (as amended) and other approvals from the relevant Governmental Authority along with all relevant supporting documents, including licenses;

5. Copy of the resolution passed by the board of directors of the DPO or an authority letter from the DPO authorizing _____ to execute the Interconnection Agreement on behalf of the DPO;
6. CAS declaration from the conditional access vendor in the format set out at ANNEXURE VIII.
7. SMS declaration from the SMS vendor in the format set out at ANNEXURE IX.

CMPL has designated the following persons for receiving the request for interconnection from the DPO and their grievance redressal pertaining to this Agreement / Reference Interconnect Offer:

Mr. Mahesh Pawar, +91 22 4200 1000, mahesh.pawar@travelxp.tv

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is executed on this 16th day of May 2024, at Mumbai.

BETWEEN

CELEBRITIES MANAGEMENT PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 5th Floor, Techweb Centre, Link Road, Oshiwara, Mumbai – 400 102

(hereinafter referred to as "CMPL" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the one part,

AND

Skylink Networks Affiliate's Status: Company Partnership Firm Proprietorship Firm Individual HUF LLP (hereinafter referred to as the "DPO" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("HUF") of the OTHER PART.

Name of Authorised Signatory (Mr./Ms.): Senthil Kumar K

Designation of Authorised Signatory (Mr./Ms.): MD

Correspondence Address:

Skylink Networks

B6 ,II Floor,Vue Grande, 339 Chinnaswamy Road, New Siddha Pudhur,Coimbatore-641044

Tel. No.: 9944399449 Mobile No. 9944399449 Fax No.: __E mail ID: Senthil@skylink.net.in

Contact Person: **Senthil Kumar K** Designation of Contact Person: **MD**

CMPL and DPO are hereinafter individually and collectively referred to as "Party" and "Parties" respectively.

WHEREAS:

a) CMPL is, inter-alia, engaged in the business of broadcasting and distribution of satellite based television Channel(s)/Service(s) and has exclusive right to market and distribute the Channel(s)/Service(s) (detailed in ANNEXURE II) in India, Nepal & Bhutan to various Subscribers and users of the Channel(s)/Service(s).

b) The DPO is a Cable operator / IPTV Operator / Hits Operator / DTH Operator, who has been granted registration No. N-45009/9/2023-DAS dated 28th July 2024 under the Cable Television Networks Rules, 1994, by the Ministry of Information and Broadcasting, for providing cable TV services through digital addressable systems in the areas of any part of the country notified by the Central Government under Section 4A of the Cable Television Networks (Regulation) Act, 1995.

c) Parties have agreed that CMPL will provide the signals of CMPL Group Channels to the DPO for the DAS systems as defined in ANNEXURE I and the DPO will carry these channels on its Platform on terms and conditions, detailed hereinafter.

d) Parties now wish to record and reduce, in writing, the terms and conditions agreed between them governing their relationship as follows.

1. Defined Terms

In this Agreement, unless repugnant or contrary to the context hereof or otherwise defined

herein, the following terms, when capitalised, shall have the meanings assigned when used herein:

“active subscriber”

means a subscriber who has been authorized to receive signals of CMPL Group Channels as per the subscriber management system and whose set top box has not been denied signals.

"addressable system"

means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System at the premises of the subscriber within the limits of authorisation made, through the Conditional Access System and the subscriber management system, on the explicit choice and request of such subscriber, by the cable operator to the subscriber.

“a-la-carte” or “a-la-carte channel”

means offering of the CMPL Group Channel(s) individually on a standalone basis

“average active subscriber base"

means the number arrived by averaging the active subscriber base count in the manner specified in the ANNEXURE VII

“BIS”

means the Bureau of Indian Standards established under the Bureau of Indian Standards Act 1986.

“Bouquet” or “Bouquet of Channels”
means an assortment of distinct CMPL Group Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.

“DPO” or “Distribution Platform Operator”

means MSO or LCO or Cable TV network or HITS or IPTV or DTH operator conducting activity or business of the same and providing signals to either affiliates or consumers directly

“multi-system operator or “MSO”

means a cable operator / company who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from CMPL and re transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators

“Local Cable Operator” Or “LCO”

means a company registered under rule 5 of the Cable Television Networks Rules, 1994

“Cable Television Network” or “Cable TV network”

means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers

“IPTV”

means a company permitted by the Central Government to provide IPTV service; IPTV Service means delivery of multi-channel television programs in addressable mode by using Internet Protocol overa closed network of one or more service providers;

“DTH”

means a company that has been granted license by the Central Government to provide DTH Service; DTH Service means distribution/re-transmission of signals of television channels in Ku band (or any other band as approved by the MIB), through satellite system, directly to Subscriber’s premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;

“HITS”

means any company permitted by the Central Government to provide HITS service; HITS Service means transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers byusing satellite system and its own cable networks

“Channels”

means all television channels licensed by CMPL to DPO.

“Conditional Access”

means control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers.

“Converted Channel(s)”

shall mean (i) conversion of a Free-to-Air Channel into a Pay Channel; or (ii) conversion of a Pay Channel(s) to a Free-to-Air Channel.

"Distribution Fee"

shall mean any fee payable by CMPL to DPO for the purpose of distribution of pay CMPL Group Channels or bouquet of pay CMPL Group Channels, as the case may be, to subscribers and it does not include carriage fee.

"Electronic Programme Guide" or "EPG"

means a program guide maintained by the DPO that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes.

"Fingerprinting"

means exercises where code numbers are made overtly to appear on the screen of a Television and/or covertly in the signals of the Channels that enables identification of the Smart Card being used to access such signals.

"Free to Air Channel" or "FTA Channel"

means a channel which is declared as such by CMPL and for which no fee is to be paid by the DPO to CMPL for availing signals of such channel.

"Governmental Authority"

means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT or any other body or authority regulating the broadcasting and distribution of channels in India;

"Incentive Scheme"

Incentive Scheme shall mean various Incentive(s) as detailed in ANNEXURE IV for "Incentive on MRP of A-la-Carte Pay CMPL Group Channel(s)"; and ANNEXURE V for "Incentive on MRP of Bouquet(s) of Pay CMPL Group Channel(s)". The applicable Incentive(s) shall be calculated as per details provided by DPO in the format as specified by CMPL in ANNEXURE VII. Each of the aforesaid incentives shall individually be referred to as an "Incentive" or collectively as "Incentives".

"Independent Affiliate"

shall mean a cable operator who is or was availing the signals of the CMPL Group Channels directly from CMPL in terms of a separate agreement between CMPL and such cable operator.

"Interconnection"

means commercial and technical arrangements under which DPO and CMPL connect their equipment and networks to provide signals of CMPL Group Channels to the subscribers.

“Interconnection Agreement”

with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of CMPL Group Channel

“Interconnection Regulation 2017”

shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rdMarch, 2017 issued by the Telecom Regulatory Authority of India.

“Maximum Retail Price” Or “MRP”

for this Agreement shall mean the maximum price, excluding taxes, payable by a subscriber for a la-carte pay CMPL Group Channel or bouquet of pay CMPL Group Channels, as the case may be

“New Channels”

shall mean the new channels to be launched and/or distributed by CMPL in future and/or not forming part of the list of Channels set out in ANNEXURE II as on date of execution of this Agreement.

“Pay Channel”

shall mean a channel which is declared as such by CMPL and for which a share of maximum retail price is to be paid to CMPL by the DPO and for which due authorization needs to be obtained from CMPL for distribution of such channel to subscribers.

“Platform”

means the addressable systems owned and operated by DPO which is used to re-transmit the signals of CMPL Group Channels

“Reference Interconnection Offer” or “RIO”

means this document published by CMPL specifying terms and conditions on which the DPO may seek interconnection with CMPL.

“Removed Channel”

shall mean any Channel(s) which CMPL ceases to grant right in respect of such Channel(s).

“Receiver Box”

means the CMPL approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the DPO.

“Set Top Box”

means a device which is connected to or part of a television set and which allows a Subscriber to receive in descrambled form the Channels distributed by the DPO by any medium or method.

“Smart Card”

means, in relation to a Subscriber, a card or other device issued by DPO to that Subscriber that, when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the DPO. The reference to Smart Card shall also mean electronic authentication as approved by the Government authority to enable decryption at the Subscriber end without any physical card but electronic digital mechanism.

“Subscriber”

means, a person who receives signals of CMPL Group Channels, from a DPO, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber. For the avoidance of doubt, it is hereby clarified that for the purposes of calculating the Subscription Fees, a Subscriber shall have the meaning set out in ANNEXURE VI.

“Subscriber Management System” or “SMS”

means a system or device which stores the subscriber records and details at the DPO’s end with respect to name, address and other information regarding the hardware being utilized by the subscriber, CMPL Group Channels or bouquets of CMPL Group Channels subscribed by the subscriber, price of such CMPL Group Channels or bouquets of CMPL Group Channels as defined in the system, the activation or deactivation dates and time for any CMPL Group Channel or bouquets of CMPL Group Channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period by the DPO.

“Subscription Fee”

means the Fees payable by DPO to CMPL for availing the signals of CMPL Group Channels monthly and calculated as “CMPL’s Share of MRP” multiplied by average active subscribers for any given month.

"Tariff Order"

means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 3rdMarch, 2017

"Television Channel"

means CMPL Group Channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term 'channel' shall be construed as a reference to "television channel"

"Territory"

means the territorial boundaries wherein CMPL has authorised the DPO to retransmit the signals of CMPL Group Channels.

"Viewing Card"

means the CMPL approved viewing card to be used in conjunction with the Receiver Box for DPO to access and decode each of the Channels.

"CMPL's share of MRP"

with reference to a pay channel or a bouquet of pay channels means the proportionate share of Maximum Retail Price (MRP) of CMPL Group Channels/Bouquets payable by a DPO to CMPL for availing the signals of pay CMPL Group Channel or bouquet of pay CMPL Group Channels, as the case may be, and for which due authorization has been obtained by such DPO from CMPL.

All other words and expressions used in this Agreement but not defined and defined in the Act and rules and regulations made there under or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made there under, shall have the meanings respectively assigned to them in those Acts or the rules or regulations.

2. Term

2.1. The "Term" of the Agreement shall be for a minimum period of one (1) year starting with effect from _____, valid up to _____ unless terminated earlier in accordance with the terms of this Agreement.

2.2. The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. Both parties shall enter into discussions at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement. Provided further that if the Parties fail to enter into new Interconnection Agreement before the date of expiry of this Agreement, CMPL will disconnect the retransmission of the signals of the CMPL Group

Channels on the expiry date of this Agreement after giving written notice as per applicable law.

3. Territory

3.1. The DPO has been granted license by MIB to operate in the Territory as mentioned in "ANNEXURE I Part (A)" (hereinafter referred to as "Registered Area"). Further, CMPL has allowed the DPO to operate within the specific DAS notified area(s)/cities as stated in ANNEXURE I Part (B) (hereinafter referred to as "Authorised Area").

3.2. It is further clarified that it shall be permissible for the DPO to distribute the CMPL Group Channels beyond the Authorised Area, by giving a written notice to CMPL, addressed to the designated person for that Area named in Clause 37 hereunder. The distribution of CMPL Group Channels in such additional areas can be done by the DPO after thirty (30) days from the date of receipt of such written notice by CMPL and the said notice shall be deemed to be an addendum between the Parties for additional areas to be serviced by the DPO: Provided that such areas fall within:

3.2.1. the Registered Area of operation of the DPO; and / or

3.2.2. the states or union territories in which the DPO has been permitted to distribute the signals of television channels under this Agreement.

3.2.3. In absence of thirty (30) days advance notice referred herein above shall mean that the distribution of CMPL Group Channels done by the DPO shall be treated as unauthorised and unlawful and shall be liable for appropriate penal action as per the applicable Law / Regulations.

3.3. Nothing contained in sub-clause 3.2 shall apply if written objections with reasons from CMPL have been received by the DPO during the said thirty (30) days' notice period.

4. CMPL Group Channel

4.1. CMPL Group Channel shall mean the Television Channels as listed in ANNEXURE II attached herewith. Standard Definition Channels may be referred to as CMPL Group SD Channels and High Definition Channels may be referred to as CMPL Group HD Channels. Both SD and HD Channels may be collectively referred to as CMPL Group Channels.

4.2. CMPL reserves the right to remove any channel from the list of CMPL Group Channels ("Removed Channel") at any time during the Term, if it ceases to distribute such channel(s)in the Territory and terminate the grant of the associated distribution rights to DPO and/or to add any channel to the list of CMPL Group Channels and to grant the distribution rights to DPO in respect of new channel.

5. Rights Granted

5.1. DPO shall have the non-exclusive right to carry the CMPL Group Channels during the Term via the cable television network in the Territory in an encrypted mode only on the digital "addressable systems" owned and operated by the DPO (the "Platform") for distribution to Subscribers strictly in terms of and in accordance with the applicable laws and regulations. The parties agree that on signing of this Agreement, DPO shall have the non-exclusive right to distribute the channels from its Platform in DAS notified area(s), simultaneously upon receipt of signal along with the multiple audio feed, if any, without interruption, editing, interference or alteration, to the DPO's authorized subscribers only, hereinafter referred to as "Subscriber", as defined in Clause 6 of this Agreement. All other rights and means of distribution not specifically and expressly granted to DPO are expressly excluded and reserved by CMPL.

5.2. The DPO shall not be granted Time Shift, all kinds of Multiplexing, Pay Per View (PPV), Video

on Demand (VoD) or Near Video on Demand (NVoD) rights and CMPL reserves such rights. DPO shall not store any content of CMPL Group Channels for any reason whatsoever, including, but not limited for the purpose of providing to its Subscribers as part of any Free TV, Interactive TV, Online service, save and except for compliance recording.

5.3. Usage of Digital Video Recorder (DVR) and or Personal Video Recorder (PVR) by the DPO shall not be permitted. Nevertheless, use of DVR and PVR by the end consumer shall be allowed provided there is no automatic advertisement skipping function nor there is any mechanism whereby DVR and or PVR have a store and forward function.

5.4. DPO shall carry each of the Channels in their entirety, at the time transmitted by CMPL and its licensors along with multiple audio feed, if any, without any editing, dubbing, voice over, sub title, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic overlays, pull-through or crawls, deletions or additions.

5.5. The DPO shall offer all contributory language feeds for a given channel to every subscriber entitled to access that channel provided that the DPO has opted for such contributory language feeds of the channel.

5.6. DPO shall, under no circumstance, sub license and/ or assign and/ or transfer the rights granted to it by CMPL.

5.7. DPO shall not "push" content onto the Set Top Box ("STB"), there shall not be automatic advertisement skipping function and/ or the DPO shall not create a virtual Video on Demand (VOD) or other on demand service in respect of the CMPL Group Channel(s).

5.8. Distribution is permitted only to STB's of DPO on its "Platform". Distribution right on all other platforms including DTH, Mobile, Broadband, PC, Internet, Wireless, IPTV, HITS, OTT or any other technology which may be introduced in future is not granted herein and the same are expressly withheld by CMPL.

6. Authorised Subscriber

6.1. Authorised Subscriber shall mean any subscriber of the DPO who receives the signals of CMPL Group Channels at a place indicated by him without further transmitting it to any other person and who does not cause the signals of CMPL Group Channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the signals of CMPL Group Channels, shall constitute an Authorised Subscriber.

6.2. Subscriber for the purposes of calculation of the Monthly Subscription Fees means, for any calendar month, each Set Top Box, which is availing the CMPL Group Channel(s) through the DPO.

6.3. DPO shall not be permitted nor shall be entitled to activate the Set Top Box or provide signals of any CMPL Group Channels to any such subscribers who have not submitted Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non compliance of this condition shall be termed as a material breach which will entitle CMPL to disconnect its channels by giving written Notice for non-compliance to the DPO.

6.4. Each Set Top Box in a household or unit in a multi-dwelling residential unit or at any other place other than a residential unit shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) STB authorized by the DPO to receive the Channels then every such connection(s) shall be considered as a separate and distinct "Subscriber" in all respect including for calculation of Subscription Fees. DPO shall maintain proper and accurate records of each connection and would furnish the details to CMPL.

6.5. It is hereby agreed and acknowledged by the Parties that this Agreement does not confer

upon the DPO, right to distribute CMPL Group Channels in any manner to any Commercial Subscriber. Each Set Top Box deployed by the Commercial Subscriber shall be treated as a separate Subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of CMPL Group Channels.

7. Packaging

7.1. DPO undertakes to CMPL that it shall package CMPL Group Channels as per applicable law including but not limited to the relevant regulations notified by TRAI. DPO undertakes to CMPL that no CMPL Group Channel shall be included in any package or tier that contains any channel with pornographic content or any gambling channel.

7.2. DPO further undertakes that it shall not make CMPL Group Channels disadvantaged or otherwise treat less favourably with respect to competing channels of CMPL. 7.3. DPO shall give at least 60 (sixty) days prior written notice to CMPL of any changes to the packaging / tiering of the channels available on its Platform.

7.4. It is however clarified that, notwithstanding anything contained in this RIO, in case DPO opts for any of the Incentive Scheme(s) then the DPO shall be liable to package and place the CMPL Group Channels as specified in the said Scheme(s) including but not limited to the threshold eligibility requirement of the said Incentive Scheme(s).

8. Main Obligations of DPO

8.1. Without prejudice to the provisions of Clause 17"Acquired Systems", the DPO agrees not to connect or make available the signals of the Channels through the Distribution System to any Independent Affiliate, having outstanding arrears payable to CMPL, without CMPL's prior written consent vide a written agreement. CMPL has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the DPO does not clear all the outstanding amounts payable by the Independent Affiliate to CMPL for such time the Independent Affiliate has been availing the signals of CMPL Group Channels.

8.2. Any agreement entered into by the DPO, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the DPO, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and DPO shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

8.3. The DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees, as a precondition to receive the signals of CMPL Group Channel(s).

8.4. The DPO shall offer to all subscribers the bouquet(s) of Pay CMPL Group Channels offered by CMPL for which interconnection agreement has been signed with CMPL, without any alteration in composition of the bouquet(s) of Pay CMPL Group Channels.

8.5. DPO shall retransmit the signals of all CMPL Group Channels only in a securely encrypted manner and without any alteration to its subscribers.

8.6. DPO shall display name and maximum retail price of all the CMPL Group Channels opted by the DPO in its electronic programme guide.

8.7. Further, the DPO shall not offer limited period exhibition of any Channel(s) to Subscribers.

8.8. Once a Channel(s) has been included in a Subscriber Package, the DPO shall not stop exhibition of any Channel(s) without strictly following the procedure prescribed for changing the composition of the Subscriber Package under "the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable

Systems) Regulations, 2012 (12 of 2012) and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the DPO (if any). 8.9. DPO shall not distribute the CMPL Group Channels outside the Territory through any other mode without the express written consent/agreement of CMPL.

8.10. The DPO before availing the signals of CMPL Group Channels shall submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of CMPL Group Channels meet the requirements specified in the ANNEXURE X of this Agreement. In case CMPL finds that the Digital Addressable System (i.e. CAS, SMS and other digital equipment) being used by the DPO for distribution of TV channels does not meet the requirements specified in ANNEXURE X of this Agreement, it shall inform such DPO and the DPO shall get the addressable system audited by M/s Broadcast Engineering Consultants India Ltd. or any other auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that the DPO's digital addressable systems meets the requirements specified in said ANNEXURE X.

8.11. DPO shall protect the Intellectual Property of CMPL and shall not cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so. The DPO shall not apply for registration of CMPL's Trade mark as a Trade mark in its own name and shall not use any name or mark similar to or capable of being confused with the Trade name or mark of CMPL. DPO shall not acquire of claim any proprietary Rights in the Intellectual Property of CMPL.

8.12. It is agreed that no independent advertising shall be inserted by DPO and DPO shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.

8.13. DPO undertakes to take all appropriate and necessary steps and measures to prevent piracy or any other violation, disclose correctly all the information as required by CMPL, ensure distribution by sub-operator only to persons in the DPO's SMS and CAS database and operating within the limits of the subscription rights as conferred in terms of this Agreement.

9. License Fee & Maximum Retail Price (MRP) of CMPL Group Channels, Calculation of Subscription Fee and Distribution Fee:

9.1. MRP of CMPL Group Channels offered on A-la-Carte basis is set out in ANNEXURE II 9.2. MRP of Bouquet of Pay CMPL Group Channel(s) is set out in ANNEXURE III 9.3. CMPL is also offering the CMPL Group Channel(s) under various Incentive Scheme(s) detailed herein below. The DPO at its sole discretion can opt for these Incentive Scheme(s) in accordance with the terms and conditions of respective Incentive Scheme(s). 9.3.1. Incentive Scheme(s) on MRP of A-la-Carte Channel(s) as detailed in ANNEXURE IV; and 9.3.2. Incentive Scheme(s) on MRP of Bouquet of Channel(s) as detailed in ANNEXURE V 9.4. For avoidance of doubt it is hereby clarified that the Incentive Scheme(s) is optional and the DPO is under no obligation to opt for any of the above-mentioned Incentive Scheme(s) to avail the CMPL Group Channel(s). CMPL Group Channels can be availed on either on A-la Carte basis and/or on Bouquet basis.

9.5. In the event the DPO chooses to opt for / avail any of the Incentive Scheme(s) as mentioned in Clause 9.1 (B) herein above, the DPO will have to comply with the all the conditions stipulated in the respective Incentive Scheme(s).

9.6. Calculation of Subscription Fee

9.6.1. During the Term, the DPO shall pay to CMPL, the Subscription Fee which shall be calculated monthly in the manner set out in ANNEXURE VI.

9.7. Distribution Fee

9.7.1. The Distribution Fee payable by CMPL to DPO for distribution of its Channels /Bouquet(s) shall be equal to twenty percent (20%) of the MRP of pay CMPL Group Channels or bouquet of pay CMPL Group Channels as the case may be. For example, the distribution fee payable by CMPL to DPO for a certain CMPL Group Channel having MRP "X" shall be equal to "20% of X".

10. Payment Terms

10.1. The DPO agrees to pay to CMPL, the monthly Subscription Fee as per the terms set out in ANNEXURE VI, any default by the DPO pertaining to Payment Terms shall constitute a material breach hereunder and CMPL be entitled to switch of the signals of CMPL Group Channels to entire network of the DPO.

10.2. Further it is also agreed by the DPO that in case the DPO operates through any of its Joint venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the DPO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the DPO to CMPL in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by DPO that any other Independent Affiliate taken over by DPO during the term of this Agreement shall be treated as JVs and DPO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

11. Watermark/Logo

11.1. The DPO shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the DPO. However, no such watermark/logo shall be used by the DPO which conveys or indicates CMPL' and/or its Licensor's brand logo in any manner whatsoever. The DPO shall have to seek prior written approval from CMPL with regards to the size, type, location of the watermark/logo to be used on the screen by the DPO on CMPL Group channels transmitted on its platform.

12. Electronic Programme Guide (EPG)

12.1. CMPL will declare the genre of its channels as per the Regulations, broadly categorizing the CMPL Group Channels in the following genre based on the channels launched by it from time to time: (a) General Entertainment (b) Infotainment, (c) Kids, (d) Movies, (e) Music, (f) News and Current Affairs, and (g) Miscellaneous.

12.2. It shall be mandatory for the DPO to place the CMPL Group channels in the electronic programme guide, in such a way that the CMPL Group Channels of same genre, as declared by CMPL, are placed together consecutively and one channel shall appear at one place only:

12.3. Provided that no CMPL Group Channels shall be disadvantaged or otherwise treated less favourably by the DPO with respect to competing channels on a genre basis of same language within the same genre shall appear together consecutively in the electronic programme guide.

12.4. Provided further that it shall be permissible to the DPO to place a channel under sub-genre within the genre declared for the channel by the broadcaster(s).

12.5. The DPO shall assign a unique channel number for each CMPL Group Channel available on the distribution network.

12.6. The channel number once assigned to a CMPL Group Channel shall not be altered by the DPO for a period of at least one (1) year from the date of such assignment: Provided that the provision of this Clause 12.4 shall not apply in case the channel becomes unavailable on the

distribution network. Provided further that if CMPL changes the genre of a CMPL Group

Channel then the channel number assigned to that CMPL Group Channel shall be changed to place such CMPL Group Channel together with the channels of new genre in the electronic program guide.

12.7. Before signing of the Agreement, DPO shall apprise and make available to CMPL the EPG Policy of the DPO's platform.

12.8. Electronic Program Guide (EPG) wherein the channels being carried on a DPO's network can be arranged in a simple and easy to understand manner so that the subscriber can easily go through this guide and select the channel of choice instead of flipping through all the channels.

12.9. During the entire duration of the term, the EPG of DPO shall always contain the information of the programs being shown on all CMPL Group channels in a manner approved by CMPL without any cost or fee to CMPL. DPO shall provide the format in which the said information regarding all the channels shall be furnished by CMPL.

12.10. However, in event the DPO avails any of the Incentive Scheme(s) then it shall be liable to comply with the conditions pertaining to LCN laid down in the respective Incentive Scheme(s).

13. Delivery and Security

13.1. All CMPL Group Channels must be delivered by the DPO to subscribers in a securely encrypted manner and without any alteration.

13.2. The transmission specifications and infrastructure allocated by DPO in respect of the broadcast signals of the CMPL Group Channels by DPO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.

13.3. CMPL shall provide requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated processing fees, interest free security deposit per IRD and AMC charges as per the conditions laid down in the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations,2017 dated 3rdMarch, 2017. Further, the DPO shall confirm the details of Integrated Receiver Decoder (IRD's) in respect of all such channels availed from CMPL in the format provided in ANNEXURE XI.

14. Audit

14.1. The DPO shall on or before 31st December of every Calendar Year must furnish to CMPL a detailed audit report after causing audit of its Subscriber Management System (SMS), Conditional Access System (CAS) and other related systems by Broadcast Engineering Consultants India Limited (BECIL) an auditor empanelled by the Authority, to verify that the monthly subscription reports made available by the DPO to CMPL are complete, true and correct. Provided, that any variation, due to audit, resulting in less than zero-point five percent (0.5%) of the billed amount shall not require any revision of the invoices already issued and paid. Failure to comply with this provision by the DPO will constitute a material breach of this Agreement.

14.2.In case CMPL is not satisfied with the audit report received under Clause 14(i) or, if in the opinion of CMPL the addressable system being used by the DPO does not meet requirements specified under the Schedule III of Interconnection Regulation, 2017, CMPL shall have the right not more than once in a Calendar Year, after communicating to the

reasons in writing to the DPO, to audit the SMS, CAS and other related system of the DPO by an auditor empanelled by the Authority.

14.3. The DPO shall be under a legal obligation to revert within four (4) days ("Revert Period") after a request is received for audit from CMPL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. In the event the DPO fails to respond or provide a convenient date for audit falling within a month of the request date then in such an event, CMPL shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month's Subscription Fee paid by the DPO for the previous month. For the avoidance of doubt, it is clarified that the additional charge of 10% as referred to above shall continue to be levied on monthly basis till the Audit is commenced.

14.4. Provided further that if such audit conducted in terms of Clause 14(ii) reveals that additional amount is payable to CMPL by the DPO, then the DPO shall pay such amount, along with the interest at the rate of 18% per annum, within ten (10) days and if such amount including interest due for any period exceed the amount reported by the DPO to be due for such period by two percent (2%) or more, the DPO shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.

14.5. Provided also that CMPL shall have a right to disconnect signals of CMPL Group Channels, after giving written notice of three (3) weeks to the DPO, if such audit conducted in terms of Clause 14(ii) reveals that the addressable system being used by the DPO does not meet the requirements specified in the Schedule III of the Interconnection Regulation 2017.

14.6. DPO hereby agrees and acknowledges to offer necessary assistance to auditors so that audits can be completed in a time bound manner.

14.7. In the event during the audit exercise if it is found that the DPO has not informed CMPL about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the DPO has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event CMPL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @100% of the maximum retail price for such channels from the date of agreement. For example, if the undeclared number of subscribers is say 500 and the MRP share of CMPL is Rs. X, then in such a scenario the DPO shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).

14.8. The DPO will maintain at its own expense a subscriber management system ("SMS") compliant to the technical specifications set out in ANNEXURE X

14.9. The DPO shall maintain accurate, complete and up to date records of every subscriber's details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with subscribers, forms filed by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the Services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all Subscribers ("Subscriber Records"). The DPO shall ensure that it's SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) consecutive preceding years at any point of time.

14.10. DPO shall, at the request of CMPL, send a report in respect of systems, measures and compliances with this Clause 14, in accordance with the format and medium, electronic and hard copy, as may be specified by CMPL from time to time. Such report shall be

authenticated by the agencies or vendors providing Conditional Access System (CAS) software and subscriber management / billing system software. It is agreed between the Parties that

neither CMPL's acceptance of any such information or payment, nor CMPL's inspection or audit of the DPO's records or accounts shall prevent CMPL from later disputing the accuracy nor completeness of the same provided, that CMPL submits reasons for disputing the same.

14.11. The SMS, CAS, billing, IT systems, and all Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and audit by empanelled Auditor(s) (i) at any time during normal business hours during the Term of this Agreement and for three months after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the DPO; and (ii) on 3 (three) calendar days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement.

14.12. The DPO shall give empanelled Auditors any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, empanelled Auditors shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, reasonably required to provide evidence of such breach, and the DPO agrees to extend reasonable co-operation in this regard.

14.13. The scope of such audit conducted by empanelled Auditors in accordance with Clause14 shall be as set out in ANNEXURE XII. The DPO shall provide full cooperation to the empanelled auditors appointed by CMPL to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to DPO's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. DPO shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The DPO shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in Clause 14 herein below. Any breach by or on the part of the DPO about the above covenants shall be construed as material breach of this Agreement.

14.14. DPO shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of CMPL Group Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to CMPL.

15. Anti-Piracy

15.1. In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the DPO shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access system delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by CMPL. The DPO shall comply with the Anti-Piracy

Requirements set out in Clause VI and VII in ANNEXURE XII and also provide full and complete information for conducting Technical Audit by the auditors, empanelled by the Authority for conducting such

audit, by furnishing details outlined in Clause I, II, III, IV and V of ANNEXURE XII attached herewith.

15.2. The DPO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 20 minutes on 24 x 7 x 365(6) basis.

15.3. The DPO shall not authorize, cause or suffer any portion of any of the CMPL Group Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the DPO at the time these Channels are made available. If the DPO becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the CMPL Group Channels for any other purpose, the DPO shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the CMPL Group Channels for any other purpose, notify CMPL and the DPO shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the DPO shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the DPO and the subscriber. The DPO shall comply with the specifications for Set Top Box, Conditional Access System and Subscriber Management System as set out in ANNEXURE X attached herewith.

15.4. If so instructed by Information (as defined below) by CMPL, the DPO shall shut off or de authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from CMPL. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However, the "information" may even be provided by CMPL representatives through other means of communications such as telephonic message, fax etc. and the said "information" shall later be confirmed by CMPL through e-mail and the DPO shall be under obligation to act upon such information.

16. Reports

16.1. The DPO will maintain at its own expense a Subscriber Management System ("SMS") which should be fully integrated with the Conditional Access System ("CAS").

16.2. The DPO shall, within seven (7) days from the end of each calendar month, provide, in the format specified in the ANNEXURE VII attached herewith, complete and accurate monthly subscription report of A-la-Carte channels and bouquets of pay CMPL Group Channels, to CMPL. The Monthly reports to be provided by DPO shall consist of the Monthly subscriber numbers of the A-la-Carte channel(s) or bouquet(s) or DPO package(s) which shall be arrived at, by averaging the number of subscribers subscribing the channels or bouquet, as the case may be, recorded four times in month i.e. on 7th day, 14th day, 21st day and 28th day of each calendar month as more particularly set out in Table–1 and Table–2 of ANNEXURE VII. The number of subscribers to be reported in the monthly report shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. on the aforementioned days of every calendar month.

16.3. DPO shall be under a legal obligation to submit the aforementioned subscriber report on a monthly basis separately for each and every area(s)/city it is operating in, as specified in ANNEXURE I. The monthly subscriber report for every month during the Term of this Agreement shall be uploaded by the DPO in the prescribed format on CMPL's portal and shall also be submitted in a non-editable PDF format, with read only permission via email to

riosmsreport@CMPL.esselgroup.com within the stipulated timeline. In event if the DPO fails to submit the monthly subscriber reports within seven (7) days from the end of each calendar month, it shall constitute a material breach of this Agreement.

16.4. Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each CMPL Group Channel and each package in which a CMPL Group Channel is included) and the Subscription Fees payable to CMPL and in case the DPO opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the DPO to CMPL. Such monthly Reports shall be signed and attested by an officer of the DPO of a rank not less than Head of Operations Department/ Chief Financial Officer/Chief Executive Officer who shall certify that all information in the Report is true and correct and that the number of subscribers reported in the Report has been extracted from the SMS which is the same as reflected in their CAS.

17. Acquired Systems

17.1. If DPO merges with, acquires or is acquired by a competing DPO operating in the Territory ("Competing Platform") and CMPL Group Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the 'CMPL Group Channel pursuant to this Agreement or DPO distributes the said Channel to the Subscribers of the Competing Platform, DPO or the successor company shall be obligated to pay to CMPL the Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of DPO and the Competing Platform or the successor company/affiliates/joint ventures/networks as the case maybe. In case of any dispute the Parties agree to refer the matter to TDSAT.

17.2. If DPO merges with, acquires or is acquired by a Competing Platform and the CMPL Group Channel(s) are carried on Platform and the Competing Platform, then the Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of CMPL, with the platform and competing platform prior to such merger, till a fresh agreement is entered into with CMPL for the combined entity.

17.3. Identical procedures will be followed in circumstances where the DPO merges with, acquires or is acquired by multiple Competing Platforms simultaneously or a party which owns multiple Competing Platforms.

18. Suspension of Rights

18.1. Subject to any applicable laws, CMPL shall have the right to suspend delivery of the CMPL Group Channels to the DPO after giving 21 days' notice in terms of the applicable Law, in the event of:

18.1.1. a material breach related to payment of Subscription Fees if the same is not paid by the DPO by the Due Date;

18.1.2. a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or

18.1.3. a material breach related to non-submission of Subscriber Report.

18.1.4. a material breach not related to anti-piracy/ non-payment of Monthly Subscription Fee /non-submission of subscriber report, if such breach is not cured within the initial ten (10) day notice period.

19. Renewal of the Agreement:

19.1. The Parties shall start the process for renewal of the agreement at least 60 days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, CMPL shall not make available CMPL Group channels to the DPO on the expiry of the existing Interconnection Agreement.

19.2. Provided further that the DPO shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its Platform:

19.2.1. the date of expiry of this Agreement

19.2.2. the date of disconnection of signals of CMPL Group Channels in event of its failure to enter into new Interconnection Agreement.

20. Termination

20.1. Either Party has a right to terminate the Agreement by a written notice to the other Party, subject to applicable Law, in the event of:

20.1.1. material breach of the Agreement by the other Party;

20.1.2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;

20.1.3. the Digital addressable cable TV system license or any other material license/ permission necessary for the DPO to operate its digital addressable cable TV system service being revoked at any time other than due to the fault of the DPO.

20.2. CMPL shall have the right to terminate this Agreement:

20.2.1. by a prior written notice of twenty-one (21) days to the DPO, if DPO breaches any of the Anti-Piracy Requirements; or

20.2.2. by a prior written notice of thirty (30) days to the DPO, if CMPL discontinues the CMPL Group Channels with respect to all distributors in the Territory.

20.3. The DPO shall have the right to terminate this Agreement on written notice to CMPL if the DPO discontinues its cable business and provides at least ninety (90) days prior written notice.

20.4. If the Parties fail to enter into a new agreement prior to the expiry of the Term, then CMPL would discontinue the supply of signals to DPO on the date of the expiry of the agreement due to efflux of time.

20.5. The procedure for disconnection of signals of the Channels by CMPL shall be subject to the provisions contained in the Interconnection Regulations dated 3rdMarch, 2017 notified by TRAI.

20.6. In the event the IRD Box/CAM and or Viewing Card is/are transferred to any other location in breach of this Agreement, the Agreement shall be automatically terminated without prejudice to any other rights of CMPL under this Agreement or Law.

20.7. CMPL shall have the right to disconnect the Channels provided to the DPO at any time by giving a prior written notice of 21 (twenty-one) calendar days, specifying the reasons for such disconnection.

20.8. The right of CMPL to terminate this Agreement shall be in addition to, and without

prejudice to any other rights or remedies available to CMPL under this Agreement or Law.

21. Effect of Termination

21.1. Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except:

21.1.1. DPO's obligations to pay the Subscription Fees accrued under this Agreement upon or prior to the expiration or termination of the Agreement; and

21.1.2. the indemnity obligations of the Parties; and

21.1.3. the confidentiality obligations of the Parties; and

21.1.4. such other rights as may accrue to the Parties under applicable laws. In addition, DPO shall forthwith:

21.1.5. cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as CMPL and its licensors may require;

21.1.6. cease to provide or distribute/ transmit the CMPL Group Channels to the Subscribers;

21.1.7. return to CMPL and its licensors any equipment received from CMPL. 21.1.8. The DPO shall prepare and deliver to CMPL a final Subscriber Report relating to any amounts due to CMPL forthwith;

21.1.9. All Promotional Materials of CMPL and/or Confidential Information, which are in the possession of the DPO, its sub-operators or any of their Affiliates or under their control shall be returned to CMPL or be otherwise disposed of in accordance with the CMPL's directions;

21.2. The expiry or termination of the Agreement shall be without prejudice to any rights which have already accrued to either Party under the Agreement prior to the date of expiry or termination.

21.3. The Parties shall immediately cease to make any representations that they are associated with each other in the Area.

21.4. Termination of the Agreement shall not absolve the DPO of its obligations and stipulations under the Agreement.

21.5. The provisions of Clauses 24, 26-35 shall survive the termination of this Agreement.

22. Intellectual Property

22.1. CMPL and its licensors shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in the channels. The DPO agrees and undertakes to distribute the channels in their entirety in the same manner as such channels are delivered by CMPL, without any cutting, editing, dubbing, scrolling or ticker tape, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, blacking out, substituting or any other modification, alteration, addition, deletion or variation, substituting or any other modification, alteration, addition, deletion, variation or other interference or interruption in any manner.

22.2. The DPO shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The DPO acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the Service) are and shall remain the exclusive property of CMPL and its licensor(s), as applicable. The DPO has not and shall not acquire any proprietary or other rights or interests therein by reason of

this Agreement. CMPL shall have the sole discretion to approve the use of such Channel Marks by the DPO with respect to the programmes included in the Channels. The DPO shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by CMPL or its programme suppliers/licensor(s) and disclosed to DPO by CMPL for the purpose of this Agreement. CMPL acknowledges and agrees that the DPO shall have the right to use the Channel Marks to promote the Channel(s)

through programme guide, programme listing, internet website and for the purpose of displaying the electronic program guide if any.

22.3. All rights to the Channels and its contents are specifically reserved to CMPL and its licensors, as appropriate, and may be freely exercised and exploited by them by any means, any locations and in any manner whatsoever.

22.4. Notwithstanding anything contained in this Agreement, the DPO agrees that CMPL, its parent, successors, assigns or any entity that owns or controls CMPL, directly or indirectly during the Term hereof or for any extension, may re-name and/or re-brand the Channels in its sole discretion.

23. Representations and Warranties

23.1. Each Party represents and warrants to the other Party that:

23.1.1. each of them is a duly incorporated and is a validly existing company/legal entity under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement;

23.1.2. upon execution hereof, this Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;

23.1.3. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement.

23.2. The DPO undertakes, represents and warrants to CMPL that:

23.2.1. the DPO has always conducted its business in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the DPO to operate the Distribution System within the Authorised Area. The registration or license to operate the Distribution System within the Authorised Area and all other necessary supporting documents, including licenses or registrations of all sub-operators are valid and shall continue to remain valid during the Term of this Agreement. The DPO confirms that it shall abide by the Cable TV Act, and Interconnection Regulation(s)/Tariff Order(s) and shall duly inform CMPL in the event of any changes or termination in its registrations or in the event of a change in names and addresses of sub-operators working under the DPO within 10 (ten) calendar days of such change. Any failure on the part of the DPO to inform CMPL in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement;

23.2.2. the DPO has not received any written notice from any Governmental Authority with

respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed.

23.2.3. the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The DPO shall not generate or retransmit any unencrypted signals or feeds from its Head End;

23.2.4. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of CMPL and shall not remove/shift any equipment used to avail of the Services from the address referred to in ANNEXURE XI, without the prior written consent of CMPL;

23.2.5. it shall not shift, remove, modify, misuse or tamper with the equipment used to avail of the Services including the paper seal to prevent opening of the equipment or any signals emanating there from, in a manner that prevents the identification of the equipment number or interferes with the signals emanating there from;

23.2.6. it shall not distribute the Channels other than by itself or through sub-operators identified in ANNEXURE XI hereto or otherwise deal with the Channels except as expressly authorized under this Agreement. It is hereby clarified that the DPO shall offer the Channel(s) to it subscribers either on A-la-carte or within and as part of Subscriber Package;

23.2.7. it shall not distribute the Channels (i) outside the Authorised Area; (ii) to any other Person other than the Subscriber in a manner specified in the Agreement; 23.2.8. it has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently to enable the DPO to discharge all its obligations under this Agreement. The DPO further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;

23.2.9. all information provided by the DPO to CMPL in connection with this Agreement has been provided in good faith. All information which has been provided by the DPO to CMPL in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.

23.2.10. the DPO has not received any petition for, and no order has been made or a resolution been passed for the winding up of the DPO or for the appointment of any provisional liquidator or administrator over any or all the assets of the DPO or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the DPO and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the DPO.

23.2.11. there are no legal proceedings pending against the DPO which would materially affect the ability of the DPO to perform its obligations under this Agreement. 23.2.12. The provisions of this Clause 23(II) shall also apply to sub-operators and Affiliates of the DPO who are distributing the Channels through the Distribution System in the Area. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle CMPL to terminate this Agreement. The rights of CMPL under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.

23.2.13. Except as expressly set out in this agreement and to the maximum extent permitted by Law, the Channels are provided by CMPL on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to quality, merchantability, fitness for purpose or non-infringement or that the services will be error free or uninterrupted.

23.2.14. The DPO further represents and warrants that:

23.2.14.1. all the terms and conditions laid down in this Agreement are non discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s);

23.2.14.2. that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this agreement. The DPO further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the agreement and based on their opinion has accepted that this agreement is suitable and appropriate for the DPO.

23.2.14.3. it has agreed to all terms and conditions of this agreement after due discussion with CMPL. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, then the Agreement shall be construed as if drafted jointly by both the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement.

24. Regulatory Intervention

24.1. In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder, such amendment to take effect from the date of such change. If the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

25. Indemnity and Limitation of Liability

25.1. The DPO shall without any limitations as to time period or amounts keep and hold CMPL and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the DPO, or actual or alleged breach of any terms of this Agreement by the DPO (including but not limited to breach of any representation and warranty provided by the DPO to CMPL).

25.2. It is expressly understood and agreed between the Parties that CMPL shall have no liability or obligation whatsoever under this Agreement, towards the DPO, the Subscribers or any

other person or Governmental Authority, arising from and/or in respect of:

25.2.1. any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligenceor failure to follow CMPL's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by CMPL, in which event CMPL shall not be under any obligation to provide DPO with any other Equipment;

25.2.2. any inaction, default or on the part of the DPO, its distributor or installer;

25.2.3. any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of CMPL;

25.2.4. deactivation, disconnection, interruption of the CMPL Group Channels or termination of this Agreement by CMPL in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of the non-payment of Subscription Fee by the DPO or on account of any other breach of this Agreement by the DPO); or

25.2.5. failure on the part of the DPO to maintain the licenses and approvals required under applicable Law;

25.3. The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the DPO or the operator or sub-operator shall entitle the Subscriber to receive the CMPL Group Channels from CMPL or create any direct relationship between the Subscriber and CMPL.

25.4. CMPL shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

25.5. Without prejudice to the foregoing, the maximum aggregate liability of CMPL for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fees under this Agreement paid by the DPO to CMPL.

26. Compliance with Laws

26.1. The DPO, its sub-operators and their respective affiliates shall always ensure that their employee(s), directors(s), personnel adhere to all applicable laws, including but not limited to the anti-corruption and anti-bribery laws, provisions of the Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002. The DPO, its sub-operators and their respective affiliates further agree that the DPO, its sub-operators and their respective affiliates, as the case may be, and any person working on their behalf in connection with the services or this agreement shall not make any payment or transfer anything of value, directly or indirectly to: any governmental official or employee (including employees of government owned and government-controlled corporations and public international organizations); any political party, official of a political party, or candidate for public office; any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official; any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with CMPL's affairs; any person

selling a competing product in order to eliminate or restrict competition, including, but not limited to, agreements to divide the market; or any other person or entity; if such payment or transfer would violate the applicable law of the country.

27. Confidentiality

27.1. Subject to Clause 27 (III) the parties agree to keep all confidential information including without limitation, data pertaining to the business of the other party, details of the other

party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other party strictly confidential always. 27.2. Any information provided by one Party to the other Party under the Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other.

27.3. Notwithstanding the provisions contained in Clause 27.1 and 27.2, either Party may disclose Confidential Information:

27.3.1. if and to the extent necessary to be disclosed under the applicable Law or by any Governmental Authority to whose jurisdiction the Party is subject;

27.3.2. in so far as it is required to be disclosed to Affiliates, the employees, directors or professional advisers of any Party, provided that any such disclosure is on a need-to know basis and the disclosing Party shall procure that the persons to whom it is disclosed in terms of this provision treat such information as confidential;

27.3.3. if and to the extent the Confidential Information has come into the public domain, otherwise than as a direct or indirect consequence of any breach of the terms and conditions of this Agreement and through no fault of that Party; or

27.3.4. if and to the extent all the other Parties have given prior written consent to the disclosure of such Confidential Information.

28. Specific Performance

28.1. The parties agree that damages may not be an adequate remedy and the parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.

29. Guarantee

29.1. The DPO shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this agreement and perform their obligations hereunder. The DPO guarantees the performance of the obligations of its affiliates, sub-operators and their affiliates under the terms of this agreement. Any breach or default of this clause will make the DPO liable for any such non-compliance and penal action thereto.

30. Agency

30.1. Neither the DPO nor CMPL shall be or hold itself out as the agent of the other under this Agreement except with the express written consent of the other. No sub-operators or subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with CMPL by this Agreement or by CMPL's delivery of the services to the DPO.

31. Waiver

31.1. No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any

Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

32. Force Majeure

32.1. Failure on the part of the DPO or CMPL to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfilment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure to continue for a period exceeding one (1) month, the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either Party to the other, on expiry of one (1) month from the date of such notice.

32.2. Any accrued payment obligation of the DPO prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

33. Assignment

33.1. The DPO shall not have the right without the prior written consent of CMPL, to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. CMPL may assign or transfer its rights or obligations under the Agreement to any party without consent or approval of DPO.

34. Notices

34.1. Any Notice provided for in this Agreement shall be in writing and shall be 34.1.1. First transmitted by Email or facsimile transmission, and then confirmed by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognised Courier Service; or

34.1.2. Sent by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognized Courier Service:

34.1.3. The above provisions shall mutatis mutandis apply to delivery of invoice or to any other communication under this Agreement

34.1.4. In the case of notices to CMPL: Mr. Mahesh Pawar, Celebrities Management Private Limited, 5th Floor, Techweb Centre, Link Road, Oshiwara, Mumbai – 400 102. Email:mahesh.pawar@travelxp.tv

34.1.5. In the case of notices to the DPO:

_____
_____

35. Severability

35.1. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent legal forum, the remaining provisions of this Agreement shall continue in full force and effect.

36. Jurisdiction

36.1. Disputes or differences arising between the parties as to the effect, validity or interpretation of this Agreement or to their Rights, duties or liabilities arising out of this Agreement, the Governing law shall be the Indian Law and Telecom Disputes Settlement and Appellate Tribunal (TDSAT) shall have exclusive jurisdiction. Further, in case of dishonour of cheque(s), the parties agree that the Mumbai courts only shall have the exclusive jurisdiction to try cases under section 138 of the Negotiable Instruments Act, 1881.

36.2. Designated person for receiving the request for Interconnection and/or Expansion of Territory from the DPO and their grievance redressal pertaining to this Agreement:_____
_____

37. CMPL has designated the following persons for receiving the request for interconnection and/or expansion of Territory from the DPO and their grievance redressal pertaining to this Agreement:

Mahesh Pawar, mahesh.pawar@travelxp.tv

38. Entire Understanding Between Parties

38.1. This Interconnection Agreement read along with the ANNEXURE I TO ANNEXURE XII of this Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersede any prior agreements, writings, understandings or communications in this connection. The Parties agree that the terms contained herein are fair and reasonable. This Interconnection Agreement read along with the ANNEXURE I TO ANNEXURE XII of this Agreement shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable Law.

39. Interpretation

39.1. In this Agreement, unless the context otherwise requires:

39.1.1. Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders

unless the context otherwise requires;

39.1.2. The word “person” shall include individuals, corporations, partnerships, association of persons and any other entities;

39.1.3. Any references to article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;

39.1.4. References to a “month” are to a calendar month;

39.1.5. Headings and titles are for ease of reference only and shall not affect the interpretation of this agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this agreement done otherwise independent of the title.

39.1.6. Any reference to law, regulation, statutory provision, order, guideline, policy, etc., includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

40. Special Overriding Condition

40.1. Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to broadcaster’s challenge / right to challenge / impugn certain provisions of TRAI’s notifications dated March 3, 2017, as amended. CMPL reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI’s notifications dated March 3, 2017, as amended.

IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of CMPL,	For and on behalf of DPO,
Name: -Mr. Mahesh Pawar	Name:
Designation:-Head-Accounts & Finance	Designation:-

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:

ANNEXURE I

TERRITORY

(PART A)

Registered Area: - **PAN INDIA**

(PART B)

Authorised Area:

No.	Headend Address	City* / Area	State / UT

*Note: City shall mean the municipal limit of that particular city.

ANNEXURE II

A-LA-CARTE CMPL GROUP CHANNELS ALONG WITH MRP

DPO is desirous of availing CMPL Group Channels on A-la-Carte Basis (Yes / No): _____

List of CMPL Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Channel Name	Type	Languages	Genre	MRP	Availe d
Travelxp	Pay SD	English, Hindi, Bengali	Infotainment	3.00	
Travelxp HD	Pay HD	English, Hindi, Bengali	Infotainment	9.00	
Travelxp Tamil	Pay SD	Tamil	Infotainment	1.50	
Foodxp	Pay SD	Hindi	Infotainment	1.50	

Total Count of CMPL Group Channel Availed on A-la-Carte Basis: _____

Note:

1. The MRP mentioned for the ala carte channel(s) are per "subscriber" per month. 2. CMPL reserves its rights, subject to applicable Regulations, to revise the maximum retail price of CMPL Group Channel payable per Subscriber per month mentioned herein above. Upon such revision DPO agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the effective date of such revision.
3. Inflation related hike / increase in the Rates notified by TRAI by way of Tariff Order or otherwise would become automatically applicable to the above rates with effect from the date of such notification and the DPO would be liable to pay the increased Subscription Fee from the notification date.
4. "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box ("STB"), which is availing the CMPL Channels.
5. MRP of CMPL Group Channels offered on A-La-Carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc.

ANNEXURE III

BOUQUET OF PAY CMPL GROUP CHANNELS ALONG WITH MRP

CMPL is not offering any Bouquet as of now, and therefore no MRP is available.

ANNEXURE IV

INCENTIVE SCHEME ON MRP OF A-LA-CARTE CMPL GROUP CHANNELS

CMPL is offering the following incentives on the MRP of A-la-Carte Channels set out in this ANNEXURE IV subject to DPO fulfilling the conditions as set out in this ANNEXURE IV and the timely payment conditions as set out in ANNEXURE VI:

DPO is desirous of availing the Incentive Scheme on MRP of A-la-Carte CMPL Group Channels: **YES** (Yes / No)

Incentive Parameters for Incentive on MRP of A-la-Carte Channel:

The following is the parameter to be fulfilled by the DPO to be eligible to avail the applicable discount under the Incentive Scheme on MRP of A-la-Carte Channel.

Incentive Parameters	Incentive %	Availed (Yes / No)
Distribution Fee	20%	Yes
LCN Incentive	15%	

LCN Incentive:

LCN Incentive shall mean the incentive based on the logical channel number and making the CMPL channel available in the DPO package. LCN within specified genre (as listed in Table A below), in which any of the CMPL Group Channels are placed by the DPO on the Platform, within the specified genre and language of all CMPL Group Channels as contained in electronic program guide (EPG) system as set out below ("LCN Incentive")

Channel	LCN
Travelxp	Top 5 in the Infotainment genre in SD
Travelxp HD	Top 5 in the Infotainment genre in HD
Travelxp Tamil	Top 2 in the Infotainment genre in Tamil OR Top 7 in Tamil genre

Foodxp	Top 5 in the Infotainment genre in SD

Notes:

1. In the event that the DPO, for any reason whatsoever, fails to place any of the Channel(s) as per the defined Slabs in LCN Incentive Table above, during any day of the month and DPO is not able to restore the channels in the defined Slabs within 3 days from the date of receipt of intimation from CMPL ("Cure Period"), then the LCN Incentive for such channels will be withdrawn for that particular month.
2. To be eligible for the Incentives, the DPO shall provide CMPL along with the Subscriber Reports referred to in this Agreement, the LCN Report in the format set out in ANNEXURE VII to this Agreement ("LCN Report").
3. Subscriber Records, Access and Audit: CMPL (through the empanelled auditor) shall during the Audit referred to in Clause 14 of this Agreement, be entitled to access the Records, SMS, CAS and related systems of the DPO to determine the correctness of the LCN Report referred to in Clause 4 of this ANNEXURE IV above.
4. Subscription Fee: Subscription Fee shall be calculated in the manner set out in ANNEXURE VI of this Agreement. The Incentive on MRP of A-la-Carte Channel applicable to an DPO shall be as per the

applicable slabs set out in Table B for which the DPO has qualified ("Incentive") and the MRP of A-la Carte Channel specified in ANNEXURE II shall be reduced to the extent of the Incentive. 5. CMPL is offering the Incentive Scheme on MRP of A-la-Carte Channel as detailed in ANNEXURE IV. 6. All the above-mentioned schemes are governed by the conditions detailed in the respective Annexures as mentioned above and are self-contained and mutually exclusive. It is clarified that save as provided in the respective Incentive Schemes, the provisions of Incentive Scheme on MRP of A-la Carte CMPL Group Channels cannot be combined with the provisions of the Incentive Scheme MRP of Bouquet of Pay CMPL Group Channels for the same CMPL Group Channel.

7. Even after the DPO avails the Incentive Scheme, the conditions of timely payment mentioned in Payment terms must be met with. Failure to meet the payment conditions mentioned shall forfeit the Incentive for the respective month.
8. CMPL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of any of the Incentive Schemes at its sole discretion. In addition, CMPL at sole discretion may amend the Incentive Scheme(s) in the event, during the Term, (i) CMPL launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by CMPL and/ or its current or future subsidiaries, and in such an event CMPL shall have the right to withdraw and/ or modify this Annexure and/ or the Incentives set out herein in its sole discretion.

ANNEXURE V

INCENTIVE SCHEME ON MRP OF BOUQUET OF PAY CMPL GROUP CHANNELS

CMPL is not offering any Bouquet as of now, and therefore no incentive schemes are applicable.

ANNEXURE VI

CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS

1. Subscription Fee:
   a. ("CMPL's share of MRP" will be equal to the "MRP of A-la-Carte / Bouquet of Pay CMPL Group Channel(s)" per month less "Distribution Fee" less "Incentive" as per the parameters under the Incentive Scheme, applicable if any.
   b. For each month or part thereof during the Term of the agreement, the DPO shall pay to CMPL, "Subscription Fee" to be calculated as CMPL's Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet as applicable reported by the DPO for the respective month.
   c. The Maximum Retail Price (MRP) per subscriber per month of CMPL Group Channels availed on A-la-Carte basis is set out in ANNEXURE II and the MRP of Bouquet of pay CMPL Group Channels is set out in ANNEXURE III to this Agreement. The MRP mentioned in the ANNEXURE II & ANNEXURE III to this Agreement, as referred to above, are exclusive ofall taxes and levies.
   d. The "Monthly Average Active Subscriber Level" for each channel or bouquet shall be equal to the average of the number of active subscribers subscribing that A-la-Carte channel or bouquet, as the case may be, recorded four times in a month, as provided in Table – 1 and Table – 2 of ANNEXURE VII respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs to 23:00 Hrs. on the designated days.

   e. For the purpose of calculation of the Subscription Fee payable "Subscriber" means, for any calendar month, each Set Top Box, which is availing the CMPL Group Channel(s) and/or bouquet of CMPL Group Channels through the DPO.

2. Calculation of Subscription Fee:
   a. Calculation of Monthly Subscription Fee where DPO does not avail any Incentive Scheme: In case DPO avails one or more or all CMPL Group SD Channels on A-la-Carte basis:

      i. If the DPO is providing the channels on A-la-Carte basis to its subscribers, the Monthly Subscription Fee for such A-la-Carte channel(s) shall be equal to the "CMPL's Share of "MRP" of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the DPO for that month for that particular CMPL Group Channel(s).

      Illustration:
      If DPO has opted for Travelxp on A-la-Carte Basis and the Monthly Average Active Subscriber Level for the respective month reported by the DPO is 10,000 subscribers for Travelxp, then the Subscription Fee payable by the DPO for that particular month for Travelxp will be calculated as:

Channel Name	**Travelxp HD**	**Travelxp SD**	**Travelxp Tamil**	**Foodxp**
MRP of Travelxp	9.00	3.00	1.50	1.50
Less: Distribution Fee (20% of MRP)	1.80	0.60	0.30	0.30
CMPL's Share of MRP	7.20	2.40	1.20	1.20

Monthly Average Active Subscriber Level for Travelxp reported by DPO	10,000	10,000	10,000	10,000
Monthly Subscription Fee Rs.	72,000.00	24,000.00	12,000.00	12,000.00

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

ii. If the DPO does not offer such opted A-la-Carte channel(s) on A-la-Carte basis to its subscriber but offers the A-la-Carte channel(s) in packages of the DPO, then the Subscription Fee for each of the A-la-Carte channels availed by DPO, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte channel has been placed multiplied by "CMPL's Share of MRP" of each channel(s)

Illustration:
If DPO has opted for Travelxp on A-la-Carte basis and has placed Travelxp in package "X" of the DPO. The Monthly Average Active Subscriber Level for the respective month reported by the DPO is 10,000 subscribers for package X, then the Subscription Fee payable by the DPO for that respective month for Travelxp will be calculated as:

Channel Name	**Travelxp HD**	**Travelxp SD**	**Travelxp Tamil**	**Foodxp**
MRP of Travelxp	9.00	3.00	1.50	1.50
Less: Distribution Fee (20% of MRP)	1.80	0.60	0.30	0.30
CMPL's Share of MRP	7.20	2.40	1.20	1.20
Monthly Average Active Subscriber Level for Travelxp reported by DPO	10,000	10,000	10,000	10,000
Monthly Subscription Fee Rs.	72,000.00	24,000.00	12,000.00	12,000.00

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

b. In case the DPO operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the DPO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the DPO to CMPL in DAS I, DAS II, DAS III and DAS

IV areas referred to as "DAS" notified areas. Further it is also agreed by DPO that any other Independent Affiliate taken over by DPO during the term of this Agreement shall be treated as JVs and DPO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

c. Payment of the Subscription Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.

d. In the event the DPO fails to pay the Subscription Fee and/ or, upon expiry of, or termination of the Agreement, CMPL shall be entitled to take back the possession of the Equipment from the DPO, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the DPO, the IRD Deposit shall be refunded to the DPO. In the event, the DPO fails to return the Equipment to CMPL, the DPO shall be liable to pay a sum of Rs.1,000/- per day per IRD to CMPL for the period during which the default continues. In case the DPO returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the DPO shall be liable to pay to CMPL such charges as may be determined by CMPL. CMPL shall be authorized to deduct the cost of damages from the IRD Deposit.

e. All payments from the DPO to CMPL under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of CELEBRITIES MANAGEMENT PRIVATE LIMITED– A/c CMPL Channels payable at its head office or any other place that may be specified by CMPL in writing from time to time; or (ii) electronic wire transfer into CMPL's Bank Account, accompanied by documentary evidence certified by the DPO's bank that the payment has been transferred to CMPL's Bank Account.

3. Payment Terms

a. For each month during the Term of this Agreement, CMPL shall issue an invoice for Subscription Fee on or before 10th day of the immediately succeeding month, based on the monthly subscription report submitted by DPO, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by DPO along with the due date of payment. DPO shall be liable to make

payment for Subscription Fee as per the monthly invoice raised by CMPL within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the DPO (Due Date) without any deduction except deduction of withholding tax/ TDS as provided in this Agreement. For e.g. Invoice for Subscription Fee for the month of November 2017 shall be issued by CMPL on or before 10thDecember, 2017 and the payment for such invoice shall be made by the DPO on or before 25thDecember 2017 (Due Date).

b. Within seven days of end of each month, the DPO shall provide the subscriber report stating the number of subscribers along with the other reports for that month in the format(s) set - out in ANNEXUREVII attached herewith, based on which CMPL shall raise an invoice on the DPO.

c. In case the DPO fails to send the report within the said period of seven days from the end of each calendar month, CMPL shall have the right to raise a provisional invoice ("Provisional Invoice") for an amount increased by ten percent (10%) of the "Subscription Fee" payable by the DPO to CMPL for the immediately preceding month, and the DPO shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.

d. Notwithstanding anything contained in this Agreement, if the DPO fails to make payment on the Due Date, any Incentives that are availed by the DPO as per the Incentive Scheme shall

be reversed and not applicable.

e. The Parties will carry out reconciliation, between the Provisional Invoice raised by CMPL and the monthly subscription reports sent by the DPO, within three (3) months from the date of issue of Provisional Invoice.

f. In case of default by the DPO on account of non-submission of Reports, it shall be deemed to be a material breach and entitle CMPL to initiate appropriate steps for disconnection of signals of CMPL Group Channel(s) and / or termination of this Agreement for material breach of this Agreement. In such an event CMPL shall have an option to levy an additional charge for said material breach whereby the DPO shall be liable to pay to CMPL an amount equivalent to previous three months' invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report.

g. The DPO shall be required to make payments with 15 days of the receipt of invoice/provisional invoice (Due Date) in accordance with the terms hereof, and any failure to do so on the part of the DPO shall constitute a material breach hereunder and CMPL be entitled to switch of the signals of CMPL Group Channels to entire network of the DPO. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5%. "Default Interest Rate" The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Subscription Fee by the Due Date, and CMPL shall retain all of its other rights and remedies under the Agreement.

h. DPO shall make the payment of Subscription Fee irrespective of DPO's collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the DPO shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.

i. DPO shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the DPO and/or its affiliates, JVs, etc. from CMPL, its affiliated companies (including any subsidiary and or associate entities of CMPL), channel owners.

j. All payments of Subscription Fee hereunder are exclusive of all applicable taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes, GST and other such taxes. All such applicable taxes shall be at DPO's cost and will be charged at the prevailing rates by CMPL to the DPO.

k. If payment of the Subscription Fee is subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the DPO shall provide tax withholding certificates to CMPL within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.

l. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, incentive parameters etc. arising out of the agreement, the DPO shall continue to make the payment of Subscription Fee at per the provision of Clause 9 read along with this ANNEXURE VI of this Agreement till such time the dispute is resolved. Appropriate adjustment in this regard shall be made by the respective parties on final adjudication of the dispute.

ANNEXURE VII

REPORT FORMAT

Report Format in the event DPO does not avail any of the Incentive Scheme(For each DAS Notified City to be submitted separately):

Monthly Average Active Subscriber Level of a CMPL Group Channels or bouquet shall be arrived at by averaging the number of subscribers subscribing CMPL Group Channel or bouquets, as the case may be, recorded four times in a month, as provided in Table -1 and Table – 2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. of the day.

Reported Month: _____ City: _____ Year:_____ **Table – 1**

Monthly subscription for A-la-Carte Channels

No.	CMPL Channel	DPO Package Name / Add-on Name / A-la Carte	Number of Subscribers on CMPL Channel on 7th day of the month (A)	Number of Subscribers on CMPL Channel on 14th day of the month (B)	Number of Subscribers on CMPL Channel on 21th day of the month (C)	Number of Subscribers on CMPL Channel on 28th day of the month (D)	Monthly Average Active Subscribers of the CMPL Channel ((A+B+C+D)/4)
1							
2							
3							

Note: Above information is required for all packages and Add-ons offered by DPO in which respective CMPL Group Channel(s) is offered by the DPO and also for CMPL Group Channels offered by DPO on A-la-Carte Basis.

Note:

1. Above information is required for all packages and Add-on offered by DPO in which respective CMPL Group Channel(s) is offered by the DPO.
2. DPO Package Name and Add-on name not applicable in case subscriber has opted for Bouquet of Pay CMPL Group Channels.
3. City wise report is required to be furnished by the DPO for its operational areas. 4. Each set top box, located at a place indicated by the subscriber for receiving the signals of CMPL Group Channels from the

DPO, shall constitute one subscriber.

5. The reports shall be generated in non-editable PDF format, with read only permissions.

Additional Reports to be submitted by DPO in the event it avails the Incentive Scheme on MRP of A la-Carte Channels:

No.	CMPL Channel	LCN	LCN Rank	Package Name*

*Include all packages as offered by DPO which includes any pay channel of any broadcaster.

ANNEXURE VIII

DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER

(ON THE CAS PROVIDER COMPANY'S LETTER HEAD)

TO WHODPOEVER IT MAY CONCERN

This is to certify that M/s Skylink Networks having its Registered office at B6, 2nd Floor, Vue Grande, 339 Chinnaswamy Road, Siddhapudhur, Coimbatore, Tamil Nadu - 641044 and having its DAS headend at 28/8, Thudiyalur Road, Saravanampatti, Coimbatore, Tamil Nadu - 641035 has installed Conditional Access System (CAS) of our company for its digital cable network.

Date of CAS Installation: 06th September 2023 CAS Version: 2024.01 CAS ID: 9005,

NETWORK ID: 2

With respect to the CAS installed at above mentioned headend and in terms of Schedule III of the Interconnection Regulations dated 3rdMarch, 2017, we confirm the following:

1. The current version of CAS does not have any history of hacking.
2. We have the capability of upgrading of CAS in case it gets hacked at any point of time. 3. The CAS is currently in use by other pay TV services providers including Multi System Operators (DPOs). 4. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package provided by the DPO to its end subscribers.
5. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.
6. This CAS installed is independently capable of generating log of all activations and deactivations. 7. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
8. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.
9. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/ Subscriber Package introduced and made available by the Multi System Operator to its last mile subscribers.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed CAS system.

Thanking you,

For (CAS company name)

(Signature)

Name: Senthil Kumar K

Designation: MD

(not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE IX

DECLARATION TO BE OBTAINED FROM SMS PROVIDER

(ON SMS PROVIDER COMPANY'S LETTER HEAD)

TO WHODPOEVER IT MAY CONCERN

This is to certify that M/s **Skylink Networks** , having its Registered Office at B6, 2nd Floor, Vue Grande, 339 Chinnaswamy Road, Siddhapudhur, Coimbatore, Tamil Nadu - 641044 and having its DAS headend at 28/8, Thudiyalur Road, Saravanampatti, Coimbatore, Tamil Nadu - 641035 has installed SMS of our Company for its digital cable network **Skylink Networks** Date of SMS Installation: 29th August 2024 SMS Version: 1.4.1

With respect to the SMS installed at above mentioned headend and in terms of Schedule III of the Interconnection Regulations dated 3rdMarch, 2017, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including Multi System Operators (DPOs).
2. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
3. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package which is or will be provided by the DPO.
4. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
5. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.
6. This installed SMS is independently capable of generating log of all activations and deactivations. 7. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every channel provided by the DPO.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed SMS system.

Thanking you,

For (SMS company name) **Skylink Networks**

(Signature)

Name: Senthil Kumar K

Designation: MD (not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE X

SPECIFICATIONS FOR SET TOP BOXES (STBs), CONDITIONAL ACCESS SYSTEM (CAS) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

A. STB Requirements:

a. All the STBs should have embedded Conditional Access.

b. The STB should be capable of decrypting the Conditional Access messages inserted by the Headend.

c. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting. d. The STB should be individually addressable from the Headend.

e. The STB should be able to receive the messages from the Headend.

f. The messaging character length should be minimal 120 characters.

g. There should be provision for the global messaging, group messaging and the individual STB messaging.

h. The STB should have forced messaging capability including forced finger printing display.

i. The STB must be compliant to the applicable Bureau of Indian Standards.

j. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

k. The STB should have network lock feature and its should not work on any other network feed.

l. The STBs with facilities for recording the programs shall have a copy protection system.

m. The STBs should have following I/O protection systems:

i. Macro vision 7 or better on Composite video output.

ii. Macro vision 7 or better on the Component Video output.

iii. HDCP copy protection on the HDMI & DVI output.

iv. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports. n. The STBs with PVR/USB recording option should have following capability: v. Capability to record live Fingerprinting, forced message and watermarking logo along with content.

vi. During playout live Finger printing & forced message should flash on screen. c Recorded content should get disable on deactivated STB.

o. DPO should not give access or configure LCN/Transport stream to insert local channel in field/at LCO end.

B. Fingerprinting Requirements:

a. DPO shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals and it should be able to trigger finger printing within 30 minutes on request from Broadcasters.

b. The STB should support both visible and covert types of finger printing.

c. The finger printing should not be removable by pressing any key on the remote of STB.

d. The Finger printing should be on the top most layer of the video.

e. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.

f. The Finger printing should appear on all the screens of the STB in all scenarios, such as

menu, EPG, Settings, blank screen, and games etc.

g. The location, font colour, size and background of finger printing should be changeable from head end and should be random on the viewing device.

h. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.

i. The Finger printing should be possible on global as well as on the individual STB basis. j. The overt finger printing should be displayed by the DPO/ LCO without any alteration with regards to the time, location, duration and frequency.

k. Scroll messaging should be only available in the lower part of the screen and to be available at STB & CAS end.

l. The STB should have a provision that finger printing is never disabled.

m. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

C. Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements: a. The DPO shall ensure that current version of the conditional access system (CAS), in use, should not have any history of hacking. Explanation: A written declaration available with the DPO from the CAS vendor, in this regard, shall be construed as compliance of this requirement. All CAS, SMS and DHE vendors should get their product and versions certified by Govt. agency authorized by TRAI or MIB. Any customization done at the DPO end should be specifically Noted

b. The SMS shall be independently capable of generating, recording, and maintaining logs in editable format since inception with date and time stamp of log generation, for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands. All these commands should be in a format which is readable and should have required parameters/elements which can be analysed to drive channel-wise count.

c. The DPO should provide declaration document should contain inter-Alia:

i. Full Detail of Network Diagram including the location of Headend, Muxes and Encryption System including the insertion points of CAS.

ii. Details of CAS system having inter-alia:

1. Locations/ Networks where deployed, and hacking history.
2. Antipiracy features of CAS.

d. It shall not be possible to alter the data and logs recorded in the CAS and the SMS. e. The DPO shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

f. The SMS and CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CAS should be independently capable of generating log of all activations and deactivations. Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

g. The DPO shall validate that the CAS has capability to upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

h. The SMS & CAS should have provision to extract all different reports from front end and

back end of systems.

i. The fingerprinting should not get invalidated by use of any device or software. j. The CAS system should be able to disable piracy software (to mask/remove FP, remove OSD layer and EMM).

k. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the DPO within 24 hours.

l. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel. m. STB should be paired with viewing card on chip set level, and viewing cards should not be portable. There should be hardware protection so that Control words cannot be extracted from any point in the STB.

n. The SMS & CAS should be capable of individually addressing subscribers for the purpose of generating the reports, on a channel by channel and STB by STB basis.

o. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

iii. Unique Customer Identification (ID)
iv. Subscription Contract number
v. Name of the subscriber
vi. Billing Address
vii. Installation Address
viii. Landline no
ix. Mobile No
x. Email id
xi. Channel, Bouquets and Service/ Package subscribed to
xii. Unique STB No
xiii. Unique VC No

p. The SMS should be able to undertake the:

xiv. Viewing and printing historical data in terms of the activations, deactivations of STBs etc.
xv. Location of each and every set top box/ VC unit
xvi. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscribers.

q. The SMS should be capable of giving the reporting at any desired time about:

xvii. The total number of subscribers authorized
xviii. The total number of active subscribers on the network
xix. The total number of temporary suspended subscribers
xx. The total number of deactivated subscribers
xxi. List of blacklisted STBs in the system
xxii. Channel and bouquet wise monthly subscription report in the prescribed format
xxiii. The name of channels forming part of each bouquet
xxiv. The total number of active subscribers subscribing to a particular channel or bouquet or service at a given time.
xxv. The details of a-la-carte channel and bouquet opted by subscriber xxvi.
The ageing report for subscription of a particular channel or bouquet. xxvii.
The package wise subscriber numbers.
xxviii. The history of all the above-mentioned data for the period of the last 2 years r.

The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

s. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed. t. It shall be possible to generate the following reports from the logs of the CAS: xxix. STB-VC Pairing / De-Pairing

xxx. STB Activation / De-activation

xxxi. Channels Assignment to STB

xxxii. Report of the activations or the deactivations of a particular channel for a given period.

xxxiii. Channel wise/service wise active and de-active detail with STB/VC and date/time stamp.

xxxiv. Package channel composition detail with creation, modification and discontinue date.

xxxv. Linkage of all SIDs (service id of channels) created in CAS with SMS and packages.

xxxvi. List of blacklisted STBs in the system.

u. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

v. The DPO shall ensure that the CAS & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year. w. The SMS & CAS should have date and time in sync and in same format. In case time zone for CAS and SMS is different than it should be captured clearly at the time of applying for signals. x. The DPO shall declare the details of the CAS and the SMS deployed for distribution of CMPL Group Channels. In case of deployment of any additional CAS/ SMS, the same should be notified to CMPL by the DPO.

y. Upon deactivation of any subscriber from the SMS, all programme / services shall be denied to that subscriber.

z. The DPO shall preserve unedited data of the CAS and the SMS for at least two years.

ANNEXURE XI

DETAILS OF LICENSE AND VC CARD NUMBERS

A. DETAILS OF CERTIFICATE / REGISTRATION ISSUED BY MINISTRY OF INFORMATION AND BROADCASTING TO OPERATE IN DAS AREA UNDER THE CABLE TELEVISION NETWORKS (REGULATION) ACT, 1995, AS AMENDED

Address (as on DAS License) –

Address of location of CAS & SMS -

B. DETAILS OF VIEWING CARD & QAM NUMBER:

No.	CMPL Channel	Viewing Card (VC) No.	QAM Module Number

C. Address for locating equipment (IRDs& Smart Cards, CAM), provide multiple if multiple locations:

_____

_____ Tel.

No.: _____Mobile No._____ Fax

No.: _____E mail ID: _____ Contact Person: _____ Designation of Contact Person: _____ Technical Person: _____ Designation of Technical Person: _____

D. All sub-operators and cable operators of the DPO as on the effective date of the Agreement through whom the Subscribers shall receive the Service during the term of the Agreement is as follows:

No.	Affiliate (if applicable)	Sub-Operator	Address & Contact Details	Area	Subscriber base

ANNEXURE XII

SCOPE OF AUDIT

1. Head End Audit DPO should provide Complete Accurate Schematic Diagram of their HeadEnd, Earth Stations, Systems and Processes for Audit and Auditing Purpose.
    a. DPO to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS(Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
    b. All TS from MUX should be encrypted for the territory.
    c. DPO to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
    d. CAS Audit: DPO to provide all below information correctly: Make & version of CAS installed at Head End.
    e. CA system certificate to be provided by DPO.
    f. CAS version installed should not have any history of hacking, certificate from CAS vendor required.
    g. CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD. h. CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.
    i. STB's & cards to be uniquely paired from DPO before distributing box down the line. j. DPO to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to CMPL by means of a fresh undertaking.
    k. Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by DPO. CAS vendor required to certified reconciliation of data.

l. No activation / deactivation from direct CAS system, it must be routed via SMS client only. m. DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report &Bouquet/Subscriber Package/ product report during audit period.

n. CA system should have the capability of providing history of all actions taken for last 2 years.

2. SMS Audit:

a. All product authorization must be from SMS only.

b. SMS and CAS should be fully integrated.

c. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

i. Unique Customer Id
ii. Subscription Contract number
iii. Name of the subscriber
iv. Billing Address
v. Installation Address
vi. Landline telephone number
vii. Mobile telephone number
viii. Email id
ix. A – la carte Channels or Bouquet / Subscriber Packagesubscribed to
x. Unique STB Number
xi. Unique VC Number

d. The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

e. Location of each and every set top box VC unit

f. The SMS should be capable of giving the reporting at any desired time about:

xii. The total no subscribers authorized
xiii. The total no of subscribers on the network
xiv. The total no of subscribers subscribing to a particular service at any particular date.
xv. The details of channels opted by subscriber on A-la-carte basis.
xvi. The Bouquet / Subscriber Package wise details of the channels in the Bouquet / Subscriber Package.
xvii. The Bouquet / Subscriber Package wise subscriber numbers.
xviii. The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
xix. The history of all the above-mentioned data for the period of the last 2 years

3. Following parameter should be validated during the audit:

a. Review Complete Network Diagram

b. Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS

c. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking

d. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.

e. Review whether Live diagram / fibre details of network are captured in SMS system

f. To check if DPO specific coding / ID is available for Finger Printing

g. Confirm whether watermarking network logo for all pay channels are inserted at

encoder end only

h. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.

i. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber:

i. Unique Subscriber ID

ii. Subscriber Contract Details – No, Term, Date, Name, Address & contact details

iii. Hardware details

j. Review the subscriber's activation/ de-activation history in the SMS system

k. Validate if the SMS is integrated with CAS.

l. Review if all the active and de-active STBs are synchronized in both SMS and CAS. m. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.

n. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.

o. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.

p. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels

q. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to CMPL/ Aggregators.

r. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates, etc.

s. Review of the following reports are supported by SMS and CAS.

iv. Total no of Subscribers – active & de-active separately

v. De-active subscribers with ageing

vi. Channel wise Subscribers – total

vii. Channel wise Subscribers – split by Bouquet / Subscriber Package

viii. Revenue by Bouquet, Subscriber Package or A-la-carte Channel

ix. Subscriber/Revenue Reports by State/City

x. No of Bouquets / Subscriber Package offered

xi. List of Channels / rates of each Bouquet / Subscriber Package

xii. Rate Card Options offered / Attached with active Subscribers

xiii. Historical data reports

xiv. Free / demo Subscribers details

xv. Exception cases – active only in SMS or CAS

4. STB Audit:

a. All STB should be individually paired in advance with unique smart card at central warehouse of DPO before handing down the line distribution.

b. DPO to provide details of manufacturers of STB's being used / to be used by him(OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.)

c. DPO should provide one set of all type/model of boxes for testing and monitoring purpose.

d. All STBs used by DPO's should be certified by their CAS vendor.

e. Forensic watermarking to be implemented on the DPO headend & STBs. f.

ECM/EMM base Forced messaging full screen and ticker mode should be available.

g. All the STBs should have embedded Conditional Access.

h. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.

i. The STB should be individually addressable from the Head end.

j. The messaging character length should be minimum of 120 characters.

k. There should be provision for the global messaging, group messaging and the individual STB messaging.

l. The STB should have forced messaging capability.

m. The STB must be BIS compliant.

n. The STB must have secure chip set with mandatory pairing.

o. There should be a system in place to secure content between decryption & decompression within the STB.

p. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

q. The STB outputs should have the following copy protections

r. Macro vision 7 or better on Composite video output.

s. Macro vision 7 or better on the Component Video output.

t. HDCP copy protection on the HDMI & DVI output.

u. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

v. Types of boxes launched / to be launched:

i. Vanilla STB

ii. DVR STB

iii. Others (please specify)

w. Please furnish STB details as following:

i. Open Standards or Proprietary?

ii. Audio Video and Data I/O Configuration?

iii. Local Storage?

iv. Smarts Card?

v. PVR Functionality?

vi. Tamper Resistance?

vii. I/O Copy Protection? Please provide the details?

viii. I/O Interface to Other Devices?

ix. Are the STB's interoperable?

x. DVR / PVR STB should be compliance of following:

1. Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
2. Recorded content should be encrypted & not play on any other devices.
3. Content should get record along with entitlements and play out only if current entitlement of that channel is active.
4. User should not have access to install third party application/software.

xi. Does the Set Top Box support any type of interactive middleware? Please describe.

5. Distribution Network Audit:

a. DPO should provide below information in detail:

i. Fibre network and PIT information on Geo Map.

ii. Service area to be defined.

iii. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

b. The OVERT Finger Printing should not be removable by pressing any key from the remote.

c. The OVERT Finger printing should be on the top most layer of the video. d. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.

e. The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc. f. The location of the Finger printing should be changeable from the Head end and should be random on the viewing device. The Finger printing should be possible on global as well as on the individual STB basis. The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.

g. Covert finger printing should be available.

h. No common interface Customer Premises Equipment (CPE) to be used.

i. The STB should have a provision that OSD is never disabled.

j. Commercial Audit:

a. Provide system generated Channel-wise and Bouquet / Subscriber Package-wise reports of channels for the platform in a non-editable format.

b. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems: k. Customer acquisition

l. Provisioning of the subscriber in authentication, billing and SMS system

m. Bouquet / Subscriber Package change request process

n. Customer Retention process, if any

o. Deactivation and churn process

p. Understand/ verify the various Bouquets / Subscriber Package being offered to customers

q. Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers

r. Interactions with the Operator's marketing and sales team on how the various channels are being marketed Any special marketing schemes or promotions

s. Details of the consumers subscribing to the various Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

t. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):

u. Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package

v. Any reconciliations / checks /adjustments carried out before sending the declarations

w. Analyse declaration reports on a sample basis:

x. Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems).

y. Analyse the computation of average subscribers.

z. Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors.

Analysis of the following:

a. Input and change controls of customer data into SMS.

b. SMS user access controls – authentication, authorization and logging. c. Analyse system logs to identify any significant changes or trail of changes made.

d. Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.

e. Review the system logic for the reports which are inputs to Broadcaster declarations.

f. Channel allocation/fixation to a particular LCN/CDN.

g. Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.

h. Sample of activation and deactivation request logs.

i. Opening and closing numbers of the active subscribers for sample months (report tobe taken in front of the auditors/ rep).

j. Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties).

k. Live Demo of the queries being put in to the system to generate different reports.

l. List of CAS and SMS used by Operator in DAS area. Incase more than one CAS and SMS system is used by Operator for both DAS and non-DAS areas, then understand and analyse how the two markets are segregated, controlled, reported and invoiced.

m. Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas and for such head-ends, understand and analyse how the two markets are segregated, controlled, reported and invoiced.

n. In case of multiple CAS being used by DPO, to understand synchronization between multiple CAS and SMS.

Application form for request of signals of CMPL Group Channels by DPO

(As per Clause 10 (4), (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the DPO of television channels: Skylink Networks

2. The names of Owners/Directors/Partners of the DPO: Senthil Kumar K

3. Registered Office address: B6, 2nd floor, Vue Grande, 33g, Chinnaswamy Road, Siddhapudhur, Coimbatore, Tamil Nadu - 641044

4. Address for communication: B6, 2nd floor, Vue Grande, 33g, Chinnaswamy Road, Siddhapudhur, Coimbatore, Tamil Nadu - 641044

5. Name of the contact person/ Authorized Representative: Senthil Kumar K

6. Telephone: 9944399449 Mobile: 9944399449

7. Email address: senthil@skylink.net.in

8. Copy of certificate of registration/ permission/ license (Copy Attached): YES (Yes / NO)

9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the DPO to be attached along with this Application Form.

10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas: As per the details provided in Schedule A

11. Area wise present subscriber base of the MOS: As per the details provided in Schedule B

12. List of channels and bouquets for which signals of television channels are requested: As per the details provided in Schedule C

13. Service Tax registration number: 33CCJPS4784G2Z5

14. Entertainment Tax Number: _____

15. PAN No. (Attach a copy): CCJPS4784G

16. Are the CAS/ SMS in compliance with the regulations: YES / NO YES

17. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available (Copy Attached): YES / NO YES

(Stamp & Signature)

Name: Senthil Kumar K

Designation: MD

Date and Place: 16th May 2024 & Coimbatore

DECLARATION

I Senthil Kumar K s/o, Kuppusamy , Proprietor (Owner/Proprietor/Partner /Director/ Authorized Signatory), of Skylink Networks (Name of Distributor of television channels), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable)Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

_____

(Stamp & Signature)

Name: Senthil Kumar K

Designation: MD

Date and Place: 16th May 2024 & Coimbatore

SCHEDULE A

Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas

No	Details of area where the DPO is desirous of operating	Name of the Corresponding State / UTs to the Area	Head end from which the signals of CMPL Channels shall be distributed in the Area

SCHEDULE B

Area wise present subscriber base of the DPO

No	Details of area where the DPO is desirous of operating	Name of the Corresponding State / UTs to the Area	Present Subscriber Base

SCHEDULE C

List of CMPL Group Channels offered of A-la-Carte basis for which signals are requested

We are desirous of availing the signals of the following CMPL Group Channels are marked as yes in the table below on A-la-Carte basis:

No.	Name of Channel	Type	Want to Avail (Y/N)
1	Travelxp	Standard Definition	
2	Travelxp HD	High Definition	
3	Travelxp Tamil	Standard Definition	
4	Foodxp	Standard Definition	

Total Count of CMPL Group Channels to be availed on A-la-Carte Basis: _____

List of Bouquets of Pay CMPL Group Channels

Not Applicable

List of Incentive Scheme availed:

Incentive Parameters	Incentive %	Travelxp HD	Travelxp	Travelxp Tamil
Distribution Fee	20%			
LCN Incentive	15%			

“REFERENCE INTERCONNECTION OFFER (“RIO”) / INTERCONNECTION AGREEMENT OF CELEBRITIES MANAGEMENT PRIVATE LIMITED (“CMPL”) FOR ALL DIGITAL ADDRESSABLE TELEVISION PLATFORMS FOR INTERCONNECTION WITH DISTRIBUTION PLATFORM OPERATOR (“DPO”)

This Reference Interconnect Offer (RIO) read along with the Interconnection Agreement attached hereto is being published by CELEBRITIES MANAGEMENT PRIVATE LIMITED for its Channels and also on behalf of the Broadcaster(s) of various Channels (CMPL Channels and the channels under authorisation from other Broadcasters are hereinafter individually and/or collectively referred to as CMPL Group Channel(s)), as detailed in ANNEXURE II, under Authorisation from them, in compliance with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended by The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Amendment) Order, 2017) and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 in accordance with Clause 13A of the Telecommunication (Broadcasting and Cable Services) Interconnection (Seventh Amendment) Regulation, 2014 dated 3rd March, 2017. Both RIO and Interconnection Agreement are to be read together and Interconnection Agreement attached herewith forms an integral part of this RIO.

The terms mentioned in this Reference Interconnect Offer (RIO) constitutes broad technical and commercial terms and conditions applicable to DPOs of DAS retransmitting digital signals of CMPL Group Channels to Subscribers in terms of the Regulations. Every DPO desirous of obtaining signals of CMPL Group Channels shall make a written request in the Application Form which has already been hosted on our website under the link http://www.celebritiesmanagement.com/distribution/. The DPO along with the Application Form shall also submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of CMPL Group Channels meet the requirements specified in the Schedule I of the Regulations. On receipt of a request from the DPO in the format, CMPL and the concerned DPO will enter into an Interconnection Agreement containing all the terms and conditions as per this RIO to enable the DPO to avail the signals of the CMPL Group Channels for further re-transmission to its Subscribers from its Platform either directly or through Local Cable Operator(s) (LCOs).

In case CMPL finds that the Digital Addressable System (i.e. CAS, SMS and other digital equipment), hereinafter referred to as “DAS”, being used by the DPO for distribution of TV channels does not meet the requirements specified in Schedule III of the Regulations, it shall inform such DPO who shall get its DAS audited by M/s Broadcast Engineering Consultants India Ltd. or any other auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule I to the Regulations.

The DPO shall deliver the following information/documents to CMPL along with the Application Form seeking signals of CMPL Group Channels:

1. PAN Card;
2. GST Registration;
3. Tax Deduction Account Number (TAN)
4. Certificate / Registration issued to the DPO by the Ministry of Information and Broadcasting (MIB) to operate in DAS area under Rule 11C/11E of the Cable Television Networks Rules 1994 (as amended) and other approvals from the relevant Governmental Authority along with all relevant supporting documents, including licenses;

5. Copy of the resolution passed by the board of directors of the DPO or an authority letter from the DPO authorizing _____ to execute the Interconnection Agreement on behalf of the DPO;
6. CAS declaration from the conditional access vendor in the format set out at ANNEXURE VIII.
7. SMS declaration from the SMS vendor in the format set out at ANNEXURE IX.

CMPL has designated the following persons for receiving the request for interconnection from the DPO and their grievance redressal pertaining to this Agreement / Reference Interconnect Offer:

Mr. Mahesh Pawar, +91 22 4200 1000, mahesh.pawar@travelxp.tv

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is executed on this 16th day of May 2024, at Mumbai.

BETWEEN

CELEBRITIES MANAGEMENT PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 5th Floor, Techweb Centre, Link Road, Oshiwara, Mumbai – 400 102

(hereinafter referred to as "CMPL" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the one part,

AND

Skylink Networks Affiliate's Status: Company Partnership Firm Proprietorship Firm Individual HUF LLP (hereinafter referred to as the "DPO" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("HUF") of the OTHER PART.

Name of Authorised Signatory (Mr./Ms.): Senthil Kumar K

Designation of Authorised Signatory (Mr./Ms.): MD

Correspondence Address:

Skylink Networks

B6 ,II Floor,Vue Grande, 339 Chinnaswamy Road, New Siddha Pudhur,Coimbatore-641044

Tel. No.: 9944399449 Mobile No. 9944399449 Fax No.: __E mail ID: Senthil@skylink.net.in

Contact Person: **Senthil Kumar K** Designation of Contact Person: **MD**

CMPL and DPO are hereinafter individually and collectively referred to as "Party" and "Parties" respectively.

WHEREAS:

a) CMPL is, inter-alia, engaged in the business of broadcasting and distribution of satellite based television Channel(s)/Service(s) and has exclusive right to market and distribute the Channel(s)/Service(s) (detailed in ANNEXURE II) in India, Nepal & Bhutan to various Subscribers and users of the Channel(s)/Service(s).

b) The DPO is a Cable operator / IPTV Operator / Hits Operator / DTH Operator, who has been granted registration No. N-45009/9/2023-DAS dated 28th July 2024 under the Cable Television Networks Rules, 1994, by the Ministry of Information and Broadcasting, for providing cable TV services through digital addressable systems in the areas of any part of the country notified by the Central Government under Section 4A of the Cable Television Networks (Regulation) Act, 1995.

c) Parties have agreed that CMPL will provide the signals of CMPL Group Channels to the DPO for the DAS systems as defined in ANNEXURE I and the DPO will carry these channels on its Platform on terms and conditions, detailed hereinafter.

d) Parties now wish to record and reduce, in writing, the terms and conditions agreed between them governing their relationship as follows.

1. Defined Terms

In this Agreement, unless repugnant or contrary to the context hereof or otherwise defined

herein, the following terms, when capitalised, shall have the meanings assigned when used herein:

“active subscriber”

means a subscriber who has been authorized to receive signals of CMPL Group Channels as per the subscriber management system and whose set top box has not been denied signals.

"addressable system"

means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System at the premises of the subscriber within the limits of authorisation made, through the Conditional Access System and the subscriber management system, on the explicit choice and request of such subscriber, by the cable operator to the subscriber.

“a-la-carte” or “a-la-carte channel”

means offering of the CMPL Group Channel(s) individually on a standalone basis

“average active subscriber base"

means the number arrived by averaging the active subscriber base count in the manner specified in the ANNEXURE VII

“BIS”

means the Bureau of Indian Standards established under the Bureau of Indian Standards Act 1986.

“Bouquet” or “Bouquet of Channels”
means an assortment of distinct CMPL Group Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.

“DPO” or “Distribution Platform Operator”

means MSO or LCO or Cable TV network or HITS or IPTV or DTH operator conducting activity or business of the same and providing signals to either affiliates or consumers directly

“multi-system operator or “MSO”

means a cable operator / company who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from CMPL and re transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators

“Local Cable Operator” Or “LCO”

means a company registered under rule 5 of the Cable Television Networks Rules, 1994

“Cable Television Network” or “Cable TV network”

means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers

“IPTV”

means a company permitted by the Central Government to provide IPTV service; IPTV Service means delivery of multi-channel television programs in addressable mode by using Internet Protocol overa closed network of one or more service providers;

“DTH”

means a company that has been granted license by the Central Government to provide DTH Service; DTH Service means distribution/re-transmission of signals of television channels in Ku band (or any other band as approved by the MIB), through satellite system, directly to Subscriber’s premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;

“HITS”

means any company permitted by the Central Government to provide HITS service; HITS Service means transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers byusing satellite system and its own cable networks

“Channels”

means all television channels licensed by CMPL to DPO.

“Conditional Access”

means control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers.

“Converted Channel(s)”

shall mean (i) conversion of a Free-to-Air Channel into a Pay Channel; or (ii) conversion of a Pay Channel(s) to a Free-to-Air Channel.

"Distribution Fee"

shall mean any fee payable by CMPL to DPO for the purpose of distribution of pay CMPL Group Channels or bouquet of pay CMPL Group Channels, as the case may be, to subscribers and it does not include carriage fee.

"Electronic Programme Guide" or "EPG"

means a program guide maintained by the DPO that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes.

"Fingerprinting"

means exercises where code numbers are made overtly to appear on the screen of a Television and/or covertly in the signals of the Channels that enables identification of the Smart Card being used to access such signals.

"Free to Air Channel" or "FTA Channel"

means a channel which is declared as such by CMPL and for which no fee is to be paid by the DPO to CMPL for availing signals of such channel.

"Governmental Authority"

means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT or any other body or authority regulating the broadcasting and distribution of channels in India;

"Incentive Scheme"

Incentive Scheme shall mean various Incentive(s) as detailed in ANNEXURE IV for "Incentive on MRP of A-la-Carte Pay CMPL Group Channel(s)"; and ANNEXURE V for "Incentive on MRP of Bouquet(s) of Pay CMPL Group Channel(s)". The applicable Incentive(s) shall be calculated as per details provided by DPO in the format as specified by CMPL in ANNEXURE VII. Each of the aforesaid incentives shall individually be referred to as an "Incentive" or collectively as "Incentives".

"Independent Affiliate"

shall mean a cable operator who is or was availing the signals of the CMPL Group Channels directly from CMPL in terms of a separate agreement between CMPL and such cable operator.

"Interconnection"

means commercial and technical arrangements under which DPO and CMPL connect their equipment and networks to provide signals of CMPL Group Channels to the subscribers.

“Interconnection Agreement”

with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of CMPL Group Channel

“Interconnection Regulation 2017”

shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rdMarch, 2017 issued by the Telecom Regulatory Authority of India.

“Maximum Retail Price” Or “MRP”

for this Agreement shall mean the maximum price, excluding taxes, payable by a subscriber for a la-carte pay CMPL Group Channel or bouquet of pay CMPL Group Channels, as the case may be

“New Channels”

shall mean the new channels to be launched and/or distributed by CMPL in future and/or not forming part of the list of Channels set out in ANNEXURE II as on date of execution of this Agreement.

“Pay Channel”

shall mean a channel which is declared as such by CMPL and for which a share of maximum retail price is to be paid to CMPL by the DPO and for which due authorization needs to be obtained from CMPL for distribution of such channel to subscribers.

“Platform”

means the addressable systems owned and operated by DPO which is used to re-transmit the signals of CMPL Group Channels

“Reference Interconnection Offer” or “RIO”

means this document published by CMPL specifying terms and conditions on which the DPO may seek interconnection with CMPL.

“Removed Channel”

shall mean any Channel(s) which CMPL ceases to grant right in respect of such Channel(s).

“Receiver Box”

means the CMPL approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the DPO.

“Set Top Box”

means a device which is connected to or part of a television set and which allows a Subscriber to receive in descrambled form the Channels distributed by the DPO by any medium or method.

“Smart Card”

means, in relation to a Subscriber, a card or other device issued by DPO to that Subscriber that, when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the DPO. The reference to Smart Card shall also mean electronic authentication as approved by the Government authority to enable decryption at the Subscriber end without any physical card but electronic digital mechanism.

“Subscriber”

means, a person who receives signals of CMPL Group Channels, from a DPO, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber. For the avoidance of doubt, it is hereby clarified that for the purposes of calculating the Subscription Fees, a Subscriber shall have the meaning set out in ANNEXURE VI.

“Subscriber Management System” or “SMS”

means a system or device which stores the subscriber records and details at the DPO’s end with respect to name, address and other information regarding the hardware being utilized by the subscriber, CMPL Group Channels or bouquets of CMPL Group Channels subscribed by the subscriber, price of such CMPL Group Channels or bouquets of CMPL Group Channels as defined in the system, the activation or deactivation dates and time for any CMPL Group Channel or bouquets of CMPL Group Channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period by the DPO.

“Subscription Fee”

means the Fees payable by DPO to CMPL for availing the signals of CMPL Group Channels monthly and calculated as “CMPL’s Share of MRP” multiplied by average active subscribers for any given month.

"Tariff Order"

means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 3rdMarch, 2017

"Television Channel"

means CMPL Group Channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term 'channel' shall be construed as a reference to "television channel"

"Territory"

means the territorial boundaries wherein CMPL has authorised the DPO to retransmit the signals of CMPL Group Channels.

"Viewing Card"

means the CMPL approved viewing card to be used in conjunction with the Receiver Box for DPO to access and decode each of the Channels.

"CMPL's share of MRP"

with reference to a pay channel or a bouquet of pay channels means the proportionate share of Maximum Retail Price (MRP) of CMPL Group Channels/Bouquets payable by a DPO to CMPL for availing the signals of pay CMPL Group Channel or bouquet of pay CMPL Group Channels, as the case may be, and for which due authorization has been obtained by such DPO from CMPL.

All other words and expressions used in this Agreement but not defined and defined in the Act and rules and regulations made there under or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made there under, shall have the meanings respectively assigned to them in those Acts or the rules or regulations.

2. Term

2.1. The "Term" of the Agreement shall be for a minimum period of one (1) year starting with effect from _____, valid up to _____ unless terminated earlier in accordance with the terms of this Agreement.

2.2. The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. Both parties shall enter into discussions at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement. Provided further that if the Parties fail to enter into new Interconnection Agreement before the date of expiry of this Agreement, CMPL will disconnect the retransmission of the signals of the CMPL Group

Channels on the expiry date of this Agreement after giving written notice as per applicable law.

3. Territory

3.1. The DPO has been granted license by MIB to operate in the Territory as mentioned in "ANNEXURE I Part (A)" (hereinafter referred to as "Registered Area"). Further, CMPL has allowed the DPO to operate within the specific DAS notified area(s)/cities as stated in ANNEXURE I Part (B) (hereinafter referred to as "Authorised Area").

3.2. It is further clarified that it shall be permissible for the DPO to distribute the CMPL Group Channels beyond the Authorised Area, by giving a written notice to CMPL, addressed to the designated person for that Area named in Clause 37 hereunder. The distribution of CMPL Group Channels in such additional areas can be done by the DPO after thirty (30) days from the date of receipt of such written notice by CMPL and the said notice shall be deemed to be an addendum between the Parties for additional areas to be serviced by the DPO: Provided that such areas fall within:

3.2.1. the Registered Area of operation of the DPO; and / or

3.2.2. the states or union territories in which the DPO has been permitted to distribute the signals of television channels under this Agreement.

3.2.3. In absence of thirty (30) days advance notice referred herein above shall mean that the distribution of CMPL Group Channels done by the DPO shall be treated as unauthorised and unlawful and shall be liable for appropriate penal action as per the applicable Law / Regulations.

3.3. Nothing contained in sub-clause 3.2 shall apply if written objections with reasons from CMPL have been received by the DPO during the said thirty (30) days' notice period.

4. CMPL Group Channel

4.1. CMPL Group Channel shall mean the Television Channels as listed in ANNEXURE II attached herewith. Standard Definition Channels may be referred to as CMPL Group SD Channels and High Definition Channels may be referred to as CMPL Group HD Channels. Both SD and HD Channels may be collectively referred to as CMPL Group Channels.

4.2. CMPL reserves the right to remove any channel from the list of CMPL Group Channels ("Removed Channel") at any time during the Term, if it ceases to distribute such channel(s)in the Territory and terminate the grant of the associated distribution rights to DPO and/or to add any channel to the list of CMPL Group Channels and to grant the distribution rights to DPO in respect of new channel.

5. Rights Granted

5.1. DPO shall have the non-exclusive right to carry the CMPL Group Channels during the Term via the cable television network in the Territory in an encrypted mode only on the digital "addressable systems" owned and operated by the DPO (the "Platform") for distribution to Subscribers strictly in terms of and in accordance with the applicable laws and regulations. The parties agree that on signing of this Agreement, DPO shall have the non-exclusive right to distribute the channels from its Platform in DAS notified area(s), simultaneously upon receipt of signal along with the multiple audio feed, if any, without interruption, editing, interference or alteration, to the DPO's authorized subscribers only, hereinafter referred to as "Subscriber", as defined in Clause 6 of this Agreement. All other rights and means of distribution not specifically and expressly granted to DPO are expressly excluded and reserved by CMPL.

5.2. The DPO shall not be granted Time Shift, all kinds of Multiplexing, Pay Per View (PPV), Video

on Demand (VoD) or Near Video on Demand (NVoD) rights and CMPL reserves such rights. DPO shall not store any content of CMPL Group Channels for any reason whatsoever, including, but not limited for the purpose of providing to its Subscribers as part of any Free TV, Interactive TV, Online service, save and except for compliance recording.

5.3. Usage of Digital Video Recorder (DVR) and or Personal Video Recorder (PVR) by the DPO shall not be permitted. Nevertheless, use of DVR and PVR by the end consumer shall be allowed provided there is no automatic advertisement skipping function nor there is any mechanism whereby DVR and or PVR have a store and forward function.

5.4. DPO shall carry each of the Channels in their entirety, at the time transmitted by CMPL and its licensors along with multiple audio feed, if any, without any editing, dubbing, voice over, sub title, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic overlays, pull-through or crawls, deletions or additions.

5.5. The DPO shall offer all contributory language feeds for a given channel to every subscriber entitled to access that channel provided that the DPO has opted for such contributory language feeds of the channel.

5.6. DPO shall, under no circumstance, sub license and/ or assign and/ or transfer the rights granted to it by CMPL.

5.7. DPO shall not "push" content onto the Set Top Box ("STB"), there shall not be automatic advertisement skipping function and/ or the DPO shall not create a virtual Video on Demand (VOD) or other on demand service in respect of the CMPL Group Channel(s).

5.8. Distribution is permitted only to STB's of DPO on its "Platform". Distribution right on all other platforms including DTH, Mobile, Broadband, PC, Internet, Wireless, IPTV, HITS, OTT or any other technology which may be introduced in future is not granted herein and the same are expressly withheld by CMPL.

6. Authorised Subscriber

6.1. Authorised Subscriber shall mean any subscriber of the DPO who receives the signals of CMPL Group Channels at a place indicated by him without further transmitting it to any other person and who does not cause the signals of CMPL Group Channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the signals of CMPL Group Channels, shall constitute an Authorised Subscriber.

6.2. Subscriber for the purposes of calculation of the Monthly Subscription Fees means, for any calendar month, each Set Top Box, which is availing the CMPL Group Channel(s) through the DPO.

6.3. DPO shall not be permitted nor shall be entitled to activate the Set Top Box or provide signals of any CMPL Group Channels to any such subscribers who have not submitted Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non compliance of this condition shall be termed as a material breach which will entitle CMPL to disconnect its channels by giving written Notice for non-compliance to the DPO.

6.4. Each Set Top Box in a household or unit in a multi-dwelling residential unit or at any other place other than a residential unit shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) STB authorized by the DPO to receive the Channels then every such connection(s) shall be considered as a separate and distinct "Subscriber" in all respect including for calculation of Subscription Fees. DPO shall maintain proper and accurate records of each connection and would furnish the details to CMPL.

6.5. It is hereby agreed and acknowledged by the Parties that this Agreement does not confer

upon the DPO, right to distribute CMPL Group Channels in any manner to any Commercial Subscriber. Each Set Top Box deployed by the Commercial Subscriber shall be treated as a separate Subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of CMPL Group Channels.

7. Packaging

7.1. DPO undertakes to CMPL that it shall package CMPL Group Channels as per applicable law including but not limited to the relevant regulations notified by TRAI. DPO undertakes to CMPL that no CMPL Group Channel shall be included in any package or tier that contains any channel with pornographic content or any gambling channel.

7.2. DPO further undertakes that it shall not make CMPL Group Channels disadvantaged or otherwise treat less favourably with respect to competing channels of CMPL. 7.3. DPO shall give at least 60 (sixty) days prior written notice to CMPL of any changes to the packaging / tiering of the channels available on its Platform.

7.4. It is however clarified that, notwithstanding anything contained in this RIO, in case DPO opts for any of the Incentive Scheme(s) then the DPO shall be liable to package and place the CMPL Group Channels as specified in the said Scheme(s) including but not limited to the threshold eligibility requirement of the said Incentive Scheme(s).

8. Main Obligations of DPO

8.1. Without prejudice to the provisions of Clause 17"Acquired Systems", the DPO agrees not to connect or make available the signals of the Channels through the Distribution System to any Independent Affiliate, having outstanding arrears payable to CMPL, without CMPL's prior written consent vide a written agreement. CMPL has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the DPO does not clear all the outstanding amounts payable by the Independent Affiliate to CMPL for such time the Independent Affiliate has been availing the signals of CMPL Group Channels.

8.2. Any agreement entered into by the DPO, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the DPO, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and DPO shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

8.3. The DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees, as a precondition to receive the signals of CMPL Group Channel(s).

8.4. The DPO shall offer to all subscribers the bouquet(s) of Pay CMPL Group Channels offered by CMPL for which interconnection agreement has been signed with CMPL, without any alteration in composition of the bouquet(s) of Pay CMPL Group Channels.

8.5. DPO shall retransmit the signals of all CMPL Group Channels only in a securely encrypted manner and without any alteration to its subscribers.

8.6. DPO shall display name and maximum retail price of all the CMPL Group Channels opted by the DPO in its electronic programme guide.

8.7. Further, the DPO shall not offer limited period exhibition of any Channel(s) to Subscribers.

8.8. Once a Channel(s) has been included in a Subscriber Package, the DPO shall not stop exhibition of any Channel(s) without strictly following the procedure prescribed for changing the composition of the Subscriber Package under "the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable

Systems) Regulations, 2012 (12 of 2012) and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the DPO (if any). 8.9. DPO shall not distribute the CMPL Group Channels outside the Territory through any other mode without the express written consent/agreement of CMPL.

8.10. The DPO before availing the signals of CMPL Group Channels shall submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of CMPL Group Channels meet the requirements specified in the ANNEXURE X of this Agreement. In case CMPL finds that the Digital Addressable System (i.e. CAS, SMS and other digital equipment) being used by the DPO for distribution of TV channels does not meet the requirements specified in ANNEXURE X of this Agreement, it shall inform such DPO and the DPO shall get the addressable system audited by M/s Broadcast Engineering Consultants India Ltd. or any other auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that the DPO's digital addressable systems meets the requirements specified in said ANNEXURE X.

8.11. DPO shall protect the Intellectual Property of CMPL and shall not cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so. The DPO shall not apply for registration of CMPL's Trade mark as a Trade mark in its own name and shall not use any name or mark similar to or capable of being confused with the Trade name or mark of CMPL. DPO shall not acquire of claim any proprietary Rights in the Intellectual Property of CMPL.

8.12. It is agreed that no independent advertising shall be inserted by DPO and DPO shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.

8.13. DPO undertakes to take all appropriate and necessary steps and measures to prevent piracy or any other violation, disclose correctly all the information as required by CMPL, ensure distribution by sub-operator only to persons in the DPO's SMS and CAS database and operating within the limits of the subscription rights as conferred in terms of this Agreement.

9. License Fee & Maximum Retail Price (MRP) of CMPL Group Channels, Calculation of Subscription Fee and Distribution Fee:

9.1. MRP of CMPL Group Channels offered on A-la-Carte basis is set out in ANNEXURE II 9.2. MRP of Bouquet of Pay CMPL Group Channel(s) is set out in ANNEXURE III 9.3. CMPL is also offering the CMPL Group Channel(s) under various Incentive Scheme(s) detailed herein below. The DPO at its sole discretion can opt for these Incentive Scheme(s) in accordance with the terms and conditions of respective Incentive Scheme(s). 9.3.1. Incentive Scheme(s) on MRP of A-la-Carte Channel(s) as detailed in ANNEXURE IV; and 9.3.2. Incentive Scheme(s) on MRP of Bouquet of Channel(s) as detailed in ANNEXURE V 9.4. For avoidance of doubt it is hereby clarified that the Incentive Scheme(s) is optional and the DPO is under no obligation to opt for any of the above-mentioned Incentive Scheme(s) to avail the CMPL Group Channel(s). CMPL Group Channels can be availed on either on A-la Carte basis and/or on Bouquet basis.

9.5. In the event the DPO chooses to opt for / avail any of the Incentive Scheme(s) as mentioned in Clause 9.1 (B) herein above, the DPO will have to comply with the all the conditions stipulated in the respective Incentive Scheme(s).

9.6. Calculation of Subscription Fee

9.6.1. During the Term, the DPO shall pay to CMPL, the Subscription Fee which shall be calculated monthly in the manner set out in ANNEXURE VI.

9.7. Distribution Fee

9.7.1. The Distribution Fee payable by CMPL to DPO for distribution of its Channels /Bouquet(s) shall be equal to twenty percent (20%) of the MRP of pay CMPL Group Channels or bouquet of pay CMPL Group Channels as the case may be. For example, the distribution fee payable by CMPL to DPO for a certain CMPL Group Channel having MRP "X" shall be equal to "20% of X".

10. Payment Terms

10.1. The DPO agrees to pay to CMPL, the monthly Subscription Fee as per the terms set out in ANNEXURE VI, any default by the DPO pertaining to Payment Terms shall constitute a material breach hereunder and CMPL be entitled to switch of the signals of CMPL Group Channels to entire network of the DPO.

10.2. Further it is also agreed by the DPO that in case the DPO operates through any of its Joint venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the DPO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the DPO to CMPL in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by DPO that any other Independent Affiliate taken over by DPO during the term of this Agreement shall be treated as JVs and DPO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

11. Watermark/Logo

11.1. The DPO shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the DPO. However, no such watermark/logo shall be used by the DPO which conveys or indicates CMPL' and/or its Licensor's brand logo in any manner whatsoever. The DPO shall have to seek prior written approval from CMPL with regards to the size, type, location of the watermark/logo to be used on the screen by the DPO on CMPL Group channels transmitted on its platform.

12. Electronic Programme Guide (EPG)

12.1. CMPL will declare the genre of its channels as per the Regulations, broadly categorizing the CMPL Group Channels in the following genre based on the channels launched by it from time to time: (a) General Entertainment (b) Infotainment, (c) Kids, (d) Movies, (e) Music, (f) News and Current Affairs, and (g) Miscellaneous.

12.2. It shall be mandatory for the DPO to place the CMPL Group channels in the electronic programme guide, in such a way that the CMPL Group Channels of same genre, as declared by CMPL, are placed together consecutively and one channel shall appear at one place only:

12.3. Provided that no CMPL Group Channels shall be disadvantaged or otherwise treated less favourably by the DPO with respect to competing channels on a genre basis of same language within the same genre shall appear together consecutively in the electronic programme guide.

12.4. Provided further that it shall be permissible to the DPO to place a channel under sub-genre within the genre declared for the channel by the broadcaster(s).

12.5. The DPO shall assign a unique channel number for each CMPL Group Channel available on the distribution network.

12.6. The channel number once assigned to a CMPL Group Channel shall not be altered by the DPO for a period of at least one (1) year from the date of such assignment: Provided that the provision of this Clause 12.4 shall not apply in case the channel becomes unavailable on the

distribution network. Provided further that if CMPL changes the genre of a CMPL Group

Channel then the channel number assigned to that CMPL Group Channel shall be changed to place such CMPL Group Channel together with the channels of new genre in the electronic program guide.

12.7. Before signing of the Agreement, DPO shall apprise and make available to CMPL the EPG Policy of the DPO's platform.

12.8. Electronic Program Guide (EPG) wherein the channels being carried on a DPO's network can be arranged in a simple and easy to understand manner so that the subscriber can easily go through this guide and select the channel of choice instead of flipping through all the channels.

12.9. During the entire duration of the term, the EPG of DPO shall always contain the information of the programs being shown on all CMPL Group channels in a manner approved by CMPL without any cost or fee to CMPL. DPO shall provide the format in which the said information regarding all the channels shall be furnished by CMPL.

12.10. However, in event the DPO avails any of the Incentive Scheme(s) then it shall be liable to comply with the conditions pertaining to LCN laid down in the respective Incentive Scheme(s).

13. Delivery and Security

13.1. All CMPL Group Channels must be delivered by the DPO to subscribers in a securely encrypted manner and without any alteration.

13.2. The transmission specifications and infrastructure allocated by DPO in respect of the broadcast signals of the CMPL Group Channels by DPO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.

13.3. CMPL shall provide requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated processing fees, interest free security deposit per IRD and AMC charges as per the conditions laid down in the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations,2017 dated 3rdMarch, 2017. Further, the DPO shall confirm the details of Integrated Receiver Decoder (IRD's) in respect of all such channels availed from CMPL in the format provided in ANNEXURE XI.

14. Audit

14.1. The DPO shall on or before 31st December of every Calendar Year must furnish to CMPL a detailed audit report after causing audit of its Subscriber Management System (SMS), Conditional Access System (CAS) and other related systems by Broadcast Engineering Consultants India Limited (BECIL) an auditor empanelled by the Authority, to verify that the monthly subscription reports made available by the DPO to CMPL are complete, true and correct. Provided, that any variation, due to audit, resulting in less than zero-point five percent (0.5%) of the billed amount shall not require any revision of the invoices already issued and paid. Failure to comply with this provision by the DPO will constitute a material breach of this Agreement.

14.2.In case CMPL is not satisfied with the audit report received under Clause 14(i) or, if in the opinion of CMPL the addressable system being used by the DPO does not meet requirements specified under the Schedule III of Interconnection Regulation, 2017, CMPL shall have the right not more than once in a Calendar Year, after communicating to the

reasons in writing to the DPO, to audit the SMS, CAS and other related system of the DPO by an auditor empanelled by the Authority.

14.3. The DPO shall be under a legal obligation to revert within four (4) days ("Revert Period") after a request is received for audit from CMPL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. In the event the DPO fails to respond or provide a convenient date for audit falling within a month of the request date then in such an event, CMPL shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month's Subscription Fee paid by the DPO for the previous month. For the avoidance of doubt, it is clarified that the additional charge of 10% as referred to above shall continue to be levied on monthly basis till the Audit is commenced.

14.4. Provided further that if such audit conducted in terms of Clause 14(ii) reveals that additional amount is payable to CMPL by the DPO, then the DPO shall pay such amount, along with the interest at the rate of 18% per annum, within ten (10) days and if such amount including interest due for any period exceed the amount reported by the DPO to be due for such period by two percent (2%) or more, the DPO shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.

14.5. Provided also that CMPL shall have a right to disconnect signals of CMPL Group Channels, after giving written notice of three (3) weeks to the DPO, if such audit conducted in terms of Clause 14(ii) reveals that the addressable system being used by the DPO does not meet the requirements specified in the Schedule III of the Interconnection Regulation 2017.

14.6. DPO hereby agrees and acknowledges to offer necessary assistance to auditors so that audits can be completed in a time bound manner.

14.7. In the event during the audit exercise if it is found that the DPO has not informed CMPL about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the DPO has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event CMPL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @100% of the maximum retail price for such channels from the date of agreement. For example, if the undeclared number of subscribers is say 500 and the MRP share of CMPL is Rs. X, then in such a scenario the DPO shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).

14.8. The DPO will maintain at its own expense a subscriber management system ("SMS") compliant to the technical specifications set out in ANNEXURE X

14.9. The DPO shall maintain accurate, complete and up to date records of every subscriber's details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with subscribers, forms filed by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the Services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all Subscribers ("Subscriber Records"). The DPO shall ensure that it's SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) consecutive preceding years at any point of time.

14.10. DPO shall, at the request of CMPL, send a report in respect of systems, measures and compliances with this Clause 14, in accordance with the format and medium, electronic and hard copy, as may be specified by CMPL from time to time. Such report shall be

authenticated by the agencies or vendors providing Conditional Access System (CAS) software and subscriber management / billing system software. It is agreed between the Parties that

neither CMPL's acceptance of any such information or payment, nor CMPL's inspection or audit of the DPO's records or accounts shall prevent CMPL from later disputing the accuracy nor completeness of the same provided, that CMPL submits reasons for disputing the same.

14.11. The SMS, CAS, billing, IT systems, and all Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and audit by empanelled Auditor(s) (i) at any time during normal business hours during the Term of this Agreement and for three months after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the DPO; and (ii) on 3 (three) calendar days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement.

14.12. The DPO shall give empanelled Auditors any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, empanelled Auditors shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, reasonably required to provide evidence of such breach, and the DPO agrees to extend reasonable co-operation in this regard.

14.13. The scope of such audit conducted by empanelled Auditors in accordance with Clause14 shall be as set out in ANNEXURE XII. The DPO shall provide full cooperation to the empanelled auditors appointed by CMPL to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to DPO's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. DPO shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The DPO shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in Clause 14 herein below. Any breach by or on the part of the DPO about the above covenants shall be construed as material breach of this Agreement.

14.14. DPO shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of CMPL Group Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to CMPL.

15. Anti-Piracy

15.1. In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the DPO shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access system delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by CMPL. The DPO shall comply with the Anti-Piracy

Requirements set out in Clause VI and VII in ANNEXURE XII and also provide full and complete information for conducting Technical Audit by the auditors, empanelled by the Authority for conducting such

audit, by furnishing details outlined in Clause I, II, III, IV and V of ANNEXURE XII attached herewith.

15.2. The DPO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 20 minutes on 24 x 7 x 365(6) basis.

15.3. The DPO shall not authorize, cause or suffer any portion of any of the CMPL Group Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the DPO at the time these Channels are made available. If the DPO becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the CMPL Group Channels for any other purpose, the DPO shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the CMPL Group Channels for any other purpose, notify CMPL and the DPO shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the DPO shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the DPO and the subscriber. The DPO shall comply with the specifications for Set Top Box, Conditional Access System and Subscriber Management System as set out in ANNEXURE X attached herewith.

15.4. If so instructed by Information (as defined below) by CMPL, the DPO shall shut off or de authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from CMPL. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However, the "information" may even be provided by CMPL representatives through other means of communications such as telephonic message, fax etc. and the said "information" shall later be confirmed by CMPL through e-mail and the DPO shall be under obligation to act upon such information.

16. Reports

16.1. The DPO will maintain at its own expense a Subscriber Management System ("SMS") which should be fully integrated with the Conditional Access System ("CAS").

16.2. The DPO shall, within seven (7) days from the end of each calendar month, provide, in the format specified in the ANNEXURE VII attached herewith, complete and accurate monthly subscription report of A-la-Carte channels and bouquets of pay CMPL Group Channels, to CMPL. The Monthly reports to be provided by DPO shall consist of the Monthly subscriber numbers of the A-la-Carte channel(s) or bouquet(s) or DPO package(s) which shall be arrived at, by averaging the number of subscribers subscribing the channels or bouquet, as the case may be, recorded four times in month i.e. on 7th day, 14th day, 21st day and 28th day of each calendar month as more particularly set out in Table–1 and Table–2 of ANNEXURE VII. The number of subscribers to be reported in the monthly report shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. on the aforementioned days of every calendar month.

16.3. DPO shall be under a legal obligation to submit the aforementioned subscriber report on a monthly basis separately for each and every area(s)/city it is operating in, as specified in ANNEXURE I. The monthly subscriber report for every month during the Term of this Agreement shall be uploaded by the DPO in the prescribed format on CMPL's portal and shall also be submitted in a non-editable PDF format, with read only permission via email to

riosmsreport@CMPL.esselgroup.com within the stipulated timeline. In event if the DPO fails to submit the monthly subscriber reports within seven (7) days from the end of each calendar month, it shall constitute a material breach of this Agreement.

16.4. Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each CMPL Group Channel and each package in which a CMPL Group Channel is included) and the Subscription Fees payable to CMPL and in case the DPO opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the DPO to CMPL. Such monthly Reports shall be signed and attested by an officer of the DPO of a rank not less than Head of Operations Department/ Chief Financial Officer/Chief Executive Officer who shall certify that all information in the Report is true and correct and that the number of subscribers reported in the Report has been extracted from the SMS which is the same as reflected in their CAS.

17. Acquired Systems

17.1. If DPO merges with, acquires or is acquired by a competing DPO operating in the Territory ("Competing Platform") and CMPL Group Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the 'CMPL Group Channel pursuant to this Agreement or DPO distributes the said Channel to the Subscribers of the Competing Platform, DPO or the successor company shall be obligated to pay to CMPL the Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of DPO and the Competing Platform or the successor company/affiliates/joint ventures/networks as the case maybe. In case of any dispute the Parties agree to refer the matter to TDSAT.

17.2. If DPO merges with, acquires or is acquired by a Competing Platform and the CMPL Group Channel(s) are carried on Platform and the Competing Platform, then the Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of CMPL, with the platform and competing platform prior to such merger, till a fresh agreement is entered into with CMPL for the combined entity.

17.3. Identical procedures will be followed in circumstances where the DPO merges with, acquires or is acquired by multiple Competing Platforms simultaneously or a party which owns multiple Competing Platforms.

18. Suspension of Rights

18.1. Subject to any applicable laws, CMPL shall have the right to suspend delivery of the CMPL Group Channels to the DPO after giving 21 days' notice in terms of the applicable Law, in the event of:

18.1.1. a material breach related to payment of Subscription Fees if the same is not paid by the DPO by the Due Date;

18.1.2. a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or

18.1.3. a material breach related to non-submission of Subscriber Report.

18.1.4. a material breach not related to anti-piracy/ non-payment of Monthly Subscription Fee /non-submission of subscriber report, if such breach is not cured within the initial ten (10) day notice period.

19. Renewal of the Agreement:

19.1. The Parties shall start the process for renewal of the agreement at least 60 days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, CMPL shall not make available CMPL Group channels to the DPO on the expiry of the existing Interconnection Agreement.

19.2. Provided further that the DPO shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its Platform:

19.2.1. the date of expiry of this Agreement

19.2.2. the date of disconnection of signals of CMPL Group Channels in event of its failure to enter into new Interconnection Agreement.

20. Termination

20.1. Either Party has a right to terminate the Agreement by a written notice to the other Party, subject to applicable Law, in the event of:

20.1.1. material breach of the Agreement by the other Party;

20.1.2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;

20.1.3. the Digital addressable cable TV system license or any other material license/ permission necessary for the DPO to operate its digital addressable cable TV system service being revoked at any time other than due to the fault of the DPO.

20.2. CMPL shall have the right to terminate this Agreement:

20.2.1. by a prior written notice of twenty-one (21) days to the DPO, if DPO breaches any of the Anti-Piracy Requirements; or

20.2.2. by a prior written notice of thirty (30) days to the DPO, if CMPL discontinues the CMPL Group Channels with respect to all distributors in the Territory.

20.3. The DPO shall have the right to terminate this Agreement on written notice to CMPL if the DPO discontinues its cable business and provides at least ninety (90) days prior written notice.

20.4. If the Parties fail to enter into a new agreement prior to the expiry of the Term, then CMPL would discontinue the supply of signals to DPO on the date of the expiry of the agreement due to efflux of time.

20.5. The procedure for disconnection of signals of the Channels by CMPL shall be subject to the provisions contained in the Interconnection Regulations dated 3rdMarch, 2017 notified by TRAI.

20.6. In the event the IRD Box/CAM and or Viewing Card is/are transferred to any other location in breach of this Agreement, the Agreement shall be automatically terminated without prejudice to any other rights of CMPL under this Agreement or Law.

20.7. CMPL shall have the right to disconnect the Channels provided to the DPO at any time by giving a prior written notice of 21 (twenty-one) calendar days, specifying the reasons for such disconnection.

20.8. The right of CMPL to terminate this Agreement shall be in addition to, and without

prejudice to any other rights or remedies available to CMPL under this Agreement or Law.

21. Effect of Termination

21.1. Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except:

21.1.1. DPO's obligations to pay the Subscription Fees accrued under this Agreement upon or prior to the expiration or termination of the Agreement; and

21.1.2. the indemnity obligations of the Parties; and

21.1.3. the confidentiality obligations of the Parties; and

21.1.4. such other rights as may accrue to the Parties under applicable laws. In addition, DPO shall forthwith:

21.1.5. cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as CMPL and its licensors may require;

21.1.6. cease to provide or distribute/ transmit the CMPL Group Channels to the Subscribers;

21.1.7. return to CMPL and its licensors any equipment received from CMPL. 21.1.8. The DPO shall prepare and deliver to CMPL a final Subscriber Report relating to any amounts due to CMPL forthwith;

21.1.9. All Promotional Materials of CMPL and/or Confidential Information, which are in the possession of the DPO, its sub-operators or any of their Affiliates or under their control shall be returned to CMPL or be otherwise disposed of in accordance with the CMPL's directions;

21.2. The expiry or termination of the Agreement shall be without prejudice to any rights which have already accrued to either Party under the Agreement prior to the date of expiry or termination.

21.3. The Parties shall immediately cease to make any representations that they are associated with each other in the Area.

21.4. Termination of the Agreement shall not absolve the DPO of its obligations and stipulations under the Agreement.

21.5. The provisions of Clauses 24, 26-35 shall survive the termination of this Agreement.

22. Intellectual Property

22.1. CMPL and its licensors shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in the channels. The DPO agrees and undertakes to distribute the channels in their entirety in the same manner as such channels are delivered by CMPL, without any cutting, editing, dubbing, scrolling or ticker tape, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, blacking out, substituting or any other modification, alteration, addition, deletion or variation, substituting or any other modification, alteration, addition, deletion, variation or other interference or interruption in any manner.

22.2. The DPO shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The DPO acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the Service) are and shall remain the exclusive property of CMPL and its licensor(s), as applicable. The DPO has not and shall not acquire any proprietary or other rights or interests therein by reason of

this Agreement. CMPL shall have the sole discretion to approve the use of such Channel Marks by the DPO with respect to the programmes included in the Channels. The DPO shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by CMPL or its programme suppliers/licensor(s) and disclosed to DPO by CMPL for the purpose of this Agreement. CMPL acknowledges and agrees that the DPO shall have the right to use the Channel Marks to promote the Channel(s)

through programme guide, programme listing, internet website and for the purpose of displaying the electronic program guide if any.

22.3. All rights to the Channels and its contents are specifically reserved to CMPL and its licensors, as appropriate, and may be freely exercised and exploited by them by any means, any locations and in any manner whatsoever.

22.4. Notwithstanding anything contained in this Agreement, the DPO agrees that CMPL, its parent, successors, assigns or any entity that owns or controls CMPL, directly or indirectly during the Term hereof or for any extension, may re-name and/or re-brand the Channels in its sole discretion.

23. Representations and Warranties

23.1. Each Party represents and warrants to the other Party that:

23.1.1. each of them is a duly incorporated and is a validly existing company/legal entity under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement;

23.1.2. upon execution hereof, this Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;

23.1.3. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement.

23.2. The DPO undertakes, represents and warrants to CMPL that:

23.2.1. the DPO has always conducted its business in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the DPO to operate the Distribution System within the Authorised Area. The registration or license to operate the Distribution System within the Authorised Area and all other necessary supporting documents, including licenses or registrations of all sub-operators are valid and shall continue to remain valid during the Term of this Agreement. The DPO confirms that it shall abide by the Cable TV Act, and Interconnection Regulation(s)/Tariff Order(s) and shall duly inform CMPL in the event of any changes or termination in its registrations or in the event of a change in names and addresses of sub-operators working under the DPO within 10 (ten) calendar days of such change. Any failure on the part of the DPO to inform CMPL in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement;

23.2.2. the DPO has not received any written notice from any Governmental Authority with

respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed.

23.2.3. the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The DPO shall not generate or retransmit any unencrypted signals or feeds from its Head End;

23.2.4. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of CMPL and shall not remove/shift any equipment used to avail of the Services from the address referred to in ANNEXURE XI, without the prior written consent of CMPL;

23.2.5. it shall not shift, remove, modify, misuse or tamper with the equipment used to avail of the Services including the paper seal to prevent opening of the equipment or any signals emanating there from, in a manner that prevents the identification of the equipment number or interferes with the signals emanating there from;

23.2.6. it shall not distribute the Channels other than by itself or through sub-operators identified in ANNEXURE XI hereto or otherwise deal with the Channels except as expressly authorized under this Agreement. It is hereby clarified that the DPO shall offer the Channel(s) to it subscribers either on A-la-carte or within and as part of Subscriber Package;

23.2.7. it shall not distribute the Channels (i) outside the Authorised Area; (ii) to any other Person other than the Subscriber in a manner specified in the Agreement; 23.2.8. it has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently to enable the DPO to discharge all its obligations under this Agreement. The DPO further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;

23.2.9. all information provided by the DPO to CMPL in connection with this Agreement has been provided in good faith. All information which has been provided by the DPO to CMPL in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.

23.2.10. the DPO has not received any petition for, and no order has been made or a resolution been passed for the winding up of the DPO or for the appointment of any provisional liquidator or administrator over any or all the assets of the DPO or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the DPO and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the DPO.

23.2.11. there are no legal proceedings pending against the DPO which would materially affect the ability of the DPO to perform its obligations under this Agreement. 23.2.12. The provisions of this Clause 23(II) shall also apply to sub-operators and Affiliates of the DPO who are distributing the Channels through the Distribution System in the Area. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle CMPL to terminate this Agreement. The rights of CMPL under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.

23.2.13. Except as expressly set out in this agreement and to the maximum extent permitted by Law, the Channels are provided by CMPL on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to quality, merchantability, fitness for purpose or non-infringement or that the services will be error free or uninterrupted.

23.2.14. The DPO further represents and warrants that:

23.2.14.1. all the terms and conditions laid down in this Agreement are non discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s);

23.2.14.2. that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this agreement. The DPO further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the agreement and based on their opinion has accepted that this agreement is suitable and appropriate for the DPO.

23.2.14.3. it has agreed to all terms and conditions of this agreement after due discussion with CMPL. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, then the Agreement shall be construed as if drafted jointly by both the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement.

24. Regulatory Intervention

24.1. In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder, such amendment to take effect from the date of such change. If the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

25. Indemnity and Limitation of Liability

25.1. The DPO shall without any limitations as to time period or amounts keep and hold CMPL and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the DPO, or actual or alleged breach of any terms of this Agreement by the DPO (including but not limited to breach of any representation and warranty provided by the DPO to CMPL).

25.2. It is expressly understood and agreed between the Parties that CMPL shall have no liability or obligation whatsoever under this Agreement, towards the DPO, the Subscribers or any

other person or Governmental Authority, arising from and/or in respect of:

25.2.1. any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligenceor failure to follow CMPL's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by CMPL, in which event CMPL shall not be under any obligation to provide DPO with any other Equipment;

25.2.2. any inaction, default or on the part of the DPO, its distributor or installer;

25.2.3. any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of CMPL;

25.2.4. deactivation, disconnection, interruption of the CMPL Group Channels or termination of this Agreement by CMPL in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of the non-payment of Subscription Fee by the DPO or on account of any other breach of this Agreement by the DPO); or

25.2.5. failure on the part of the DPO to maintain the licenses and approvals required under applicable Law;

25.3. The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the DPO or the operator or sub-operator shall entitle the Subscriber to receive the CMPL Group Channels from CMPL or create any direct relationship between the Subscriber and CMPL.

25.4. CMPL shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

25.5. Without prejudice to the foregoing, the maximum aggregate liability of CMPL for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fees under this Agreement paid by the DPO to CMPL.

26. Compliance with Laws

26.1. The DPO, its sub-operators and their respective affiliates shall always ensure that their employee(s), directors(s), personnel adhere to all applicable laws, including but not limited to the anti-corruption and anti-bribery laws, provisions of the Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002. The DPO, its sub-operators and their respective affiliates further agree that the DPO, its sub-operators and their respective affiliates, as the case may be, and any person working on their behalf in connection with the services or this agreement shall not make any payment or transfer anything of value, directly or indirectly to: any governmental official or employee (including employees of government owned and government-controlled corporations and public international organizations); any political party, official of a political party, or candidate for public office; any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official; any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with CMPL's affairs; any person

selling a competing product in order to eliminate or restrict competition, including, but not limited to, agreements to divide the market; or any other person or entity; if such payment or transfer would violate the applicable law of the country.

27. Confidentiality

27.1. Subject to Clause 27 (III) the parties agree to keep all confidential information including without limitation, data pertaining to the business of the other party, details of the other

party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other party strictly confidential always. 27.2. Any information provided by one Party to the other Party under the Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other.

27.3. Notwithstanding the provisions contained in Clause 27.1 and 27.2, either Party may disclose Confidential Information:

27.3.1. if and to the extent necessary to be disclosed under the applicable Law or by any Governmental Authority to whose jurisdiction the Party is subject;

27.3.2. in so far as it is required to be disclosed to Affiliates, the employees, directors or professional advisers of any Party, provided that any such disclosure is on a need-to know basis and the disclosing Party shall procure that the persons to whom it is disclosed in terms of this provision treat such information as confidential;

27.3.3. if and to the extent the Confidential Information has come into the public domain, otherwise than as a direct or indirect consequence of any breach of the terms and conditions of this Agreement and through no fault of that Party; or

27.3.4. if and to the extent all the other Parties have given prior written consent to the disclosure of such Confidential Information.

28. Specific Performance

28.1. The parties agree that damages may not be an adequate remedy and the parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.

29. Guarantee

29.1. The DPO shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this agreement and perform their obligations hereunder. The DPO guarantees the performance of the obligations of its affiliates, sub-operators and their affiliates under the terms of this agreement. Any breach or default of this clause will make the DPO liable for any such non-compliance and penal action thereto.

30. Agency

30.1. Neither the DPO nor CMPL shall be or hold itself out as the agent of the other under this Agreement except with the express written consent of the other. No sub-operators or subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with CMPL by this Agreement or by CMPL's delivery of the services to the DPO.

31. Waiver

31.1. No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any

Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

32. Force Majeure

32.1. Failure on the part of the DPO or CMPL to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfilment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure to continue for a period exceeding one (1) month, the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either Party to the other, on expiry of one (1) month from the date of such notice.

32.2. Any accrued payment obligation of the DPO prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

33. Assignment

33.1. The DPO shall not have the right without the prior written consent of CMPL, to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. CMPL may assign or transfer its rights or obligations under the Agreement to any party without consent or approval of DPO.

34. Notices

34.1. Any Notice provided for in this Agreement shall be in writing and shall be 34.1.1. First transmitted by Email or facsimile transmission, and then confirmed by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognised Courier Service; or

34.1.2. Sent by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognized Courier Service:

34.1.3. The above provisions shall mutatis mutandis apply to delivery of invoice or to any other communication under this Agreement

34.1.4. In the case of notices to CMPL: Mr. Mahesh Pawar, Celebrities Management Private Limited, 5th Floor, Techweb Centre, Link Road, Oshiwara, Mumbai – 400 102. Email:mahesh.pawar@travelxp.tv

34.1.5. In the case of notices to the DPO:

_____
_____

35. Severability

35.1. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent legal forum, the remaining provisions of this Agreement shall continue in full force and effect.

36. Jurisdiction

36.1. Disputes or differences arising between the parties as to the effect, validity or interpretation of this Agreement or to their Rights, duties or liabilities arising out of this Agreement, the Governing law shall be the Indian Law and Telecom Disputes Settlement and Appellate Tribunal (TDSAT) shall have exclusive jurisdiction. Further, in case of dishonour of cheque(s), the parties agree that the Mumbai courts only shall have the exclusive jurisdiction to try cases under section 138 of the Negotiable Instruments Act, 1881.

36.2. Designated person for receiving the request for Interconnection and/or Expansion of Territory from the DPO and their grievance redressal pertaining to this Agreement:_____
_____

37. CMPL has designated the following persons for receiving the request for interconnection and/or expansion of Territory from the DPO and their grievance redressal pertaining to this Agreement:

Mahesh Pawar, mahesh.pawar@travelxp.tv

38. Entire Understanding Between Parties

38.1. This Interconnection Agreement read along with the ANNEXURE I TO ANNEXURE XII of this Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersede any prior agreements, writings, understandings or communications in this connection. The Parties agree that the terms contained herein are fair and reasonable. This Interconnection Agreement read along with the ANNEXURE I TO ANNEXURE XII of this Agreement shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable Law.

39. Interpretation

39.1. In this Agreement, unless the context otherwise requires:

39.1.1. Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders

unless the context otherwise requires;

39.1.2. The word “person” shall include individuals, corporations, partnerships, association of persons and any other entities;

39.1.3. Any references to article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;

39.1.4. References to a “month” are to a calendar month;

39.1.5. Headings and titles are for ease of reference only and shall not affect the interpretation of this agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this agreement done otherwise independent of the title.

39.1.6. Any reference to law, regulation, statutory provision, order, guideline, policy, etc., includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

40. Special Overriding Condition

40.1. Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to broadcaster’s challenge / right to challenge / impugn certain provisions of TRAI’s notifications dated March 3, 2017, as amended. CMPL reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI’s notifications dated March 3, 2017, as amended.

IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of CMPL,	For and on behalf of DPO,
Name: -Mr. Mahesh Pawar	Name:
Designation:-Head-Accounts & Finance	Designation:-

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:

ANNEXURE I

TERRITORY

(PART A)

Registered Area: - **PAN INDIA**

(PART B)

Authorised Area:

No.	Headend Address	City* / Area	State / UT

*Note: City shall mean the municipal limit of that particular city.

ANNEXURE II

A-LA-CARTE CMPL GROUP CHANNELS ALONG WITH MRP

DPO is desirous of availing CMPL Group Channels on A-la-Carte Basis (Yes / No): _____

List of CMPL Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Channel Name	Type	Languages	Genre	MRP	Availe d
Travelxp	Pay SD	English, Hindi, Bengali	Infotainment	3.00	
Travelxp HD	Pay HD	English, Hindi, Bengali	Infotainment	9.00	
Travelxp Tamil	Pay SD	Tamil	Infotainment	1.50	
Foodxp	Pay SD	Hindi	Infotainment	1.50	

Total Count of CMPL Group Channel Availed on A-la-Carte Basis: _____

Note:

1. The MRP mentioned for the ala carte channel(s) are per "subscriber" per month. 2. CMPL reserves its rights, subject to applicable Regulations, to revise the maximum retail price of CMPL Group Channel payable per Subscriber per month mentioned herein above. Upon such revision DPO agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the effective date of such revision.
3. Inflation related hike / increase in the Rates notified by TRAI by way of Tariff Order or otherwise would become automatically applicable to the above rates with effect from the date of such notification and the DPO would be liable to pay the increased Subscription Fee from the notification date.
4. "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box ("STB"), which is availing the CMPL Channels.
5. MRP of CMPL Group Channels offered on A-La-Carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc.

ANNEXURE III

BOUQUET OF PAY CMPL GROUP CHANNELS ALONG WITH MRP

CMPL is not offering any Bouquet as of now, and therefore no MRP is available.

ANNEXURE IV

INCENTIVE SCHEME ON MRP OF A-LA-CARTE CMPL GROUP CHANNELS

CMPL is offering the following incentives on the MRP of A-la-Carte Channels set out in this ANNEXURE IV subject to DPO fulfilling the conditions as set out in this ANNEXURE IV and the timely payment conditions as set out in ANNEXURE VI:

DPO is desirous of availing the Incentive Scheme on MRP of A-la-Carte CMPL Group Channels: **YES** (Yes / No)

Incentive Parameters for Incentive on MRP of A-la-Carte Channel:

The following is the parameter to be fulfilled by the DPO to be eligible to avail the applicable discount under the Incentive Scheme on MRP of A-la-Carte Channel.

Incentive Parameters	Incentive %	Availed (Yes / No)
Distribution Fee	20%	Yes
LCN Incentive	15%	

LCN Incentive:

LCN Incentive shall mean the incentive based on the logical channel number and making the CMPL channel available in the DPO package. LCN within specified genre (as listed in Table A below), in which any of the CMPL Group Channels are placed by the DPO on the Platform, within the specified genre and language of all CMPL Group Channels as contained in electronic program guide (EPG) system as set out below ("LCN Incentive")

Channel	LCN
Travelxp	Top 5 in the Infotainment genre in SD
Travelxp HD	Top 5 in the Infotainment genre in HD
Travelxp Tamil	Top 2 in the Infotainment genre in Tamil OR Top 7 in Tamil genre

Foodxp	Top 5 in the Infotainment genre in SD

Notes:

1. In the event that the DPO, for any reason whatsoever, fails to place any of the Channel(s) as per the defined Slabs in LCN Incentive Table above, during any day of the month and DPO is not able to restore the channels in the defined Slabs within 3 days from the date of receipt of intimation from CMPL ("Cure Period"), then the LCN Incentive for such channels will be withdrawn for that particular month.
2. To be eligible for the Incentives, the DPO shall provide CMPL along with the Subscriber Reports referred to in this Agreement, the LCN Report in the format set out in ANNEXURE VII to this Agreement ("LCN Report").
3. Subscriber Records, Access and Audit: CMPL (through the empanelled auditor) shall during the Audit referred to in Clause 14 of this Agreement, be entitled to access the Records, SMS, CAS and related systems of the DPO to determine the correctness of the LCN Report referred to in Clause 4 of this ANNEXURE IV above.
4. Subscription Fee: Subscription Fee shall be calculated in the manner set out in ANNEXURE VI of this Agreement. The Incentive on MRP of A-la-Carte Channel applicable to an DPO shall be as per the

applicable slabs set out in Table B for which the DPO has qualified ("Incentive") and the MRP of A-la Carte Channel specified in ANNEXURE II shall be reduced to the extent of the Incentive. 5. CMPL is offering the Incentive Scheme on MRP of A-la-Carte Channel as detailed in ANNEXURE IV. 6. All the above-mentioned schemes are governed by the conditions detailed in the respective Annexures as mentioned above and are self-contained and mutually exclusive. It is clarified that save as provided in the respective Incentive Schemes, the provisions of Incentive Scheme on MRP of A-la Carte CMPL Group Channels cannot be combined with the provisions of the Incentive Scheme MRP of Bouquet of Pay CMPL Group Channels for the same CMPL Group Channel.

7. Even after the DPO avails the Incentive Scheme, the conditions of timely payment mentioned in Payment terms must be met with. Failure to meet the payment conditions mentioned shall forfeit the Incentive for the respective month.
8. CMPL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of any of the Incentive Schemes at its sole discretion. In addition, CMPL at sole discretion may amend the Incentive Scheme(s) in the event, during the Term, (i) CMPL launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by CMPL and/ or its current or future subsidiaries, and in such an event CMPL shall have the right to withdraw and/ or modify this Annexure and/ or the Incentives set out herein in its sole discretion.

ANNEXURE V

INCENTIVE SCHEME ON MRP OF BOUQUET OF PAY CMPL GROUP CHANNELS

CMPL is not offering any Bouquet as of now, and therefore no incentive schemes are applicable.

ANNEXURE VI

CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS

1. Subscription Fee:
   a. ("CMPL's share of MRP" will be equal to the "MRP of A-la-Carte / Bouquet of Pay CMPL Group Channel(s)" per month less "Distribution Fee" less "Incentive" as per the parameters under the Incentive Scheme, applicable if any.
   b. For each month or part thereof during the Term of the agreement, the DPO shall pay to CMPL, "Subscription Fee" to be calculated as CMPL's Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet as applicable reported by the DPO for the respective month.
   c. The Maximum Retail Price (MRP) per subscriber per month of CMPL Group Channels availed on A-la-Carte basis is set out in ANNEXURE II and the MRP of Bouquet of pay CMPL Group Channels is set out in ANNEXURE III to this Agreement. The MRP mentioned in the ANNEXURE II & ANNEXURE III to this Agreement, as referred to above, are exclusive ofall taxes and levies.
   d. The "Monthly Average Active Subscriber Level" for each channel or bouquet shall be equal to the average of the number of active subscribers subscribing that A-la-Carte channel or bouquet, as the case may be, recorded four times in a month, as provided in Table – 1 and Table – 2 of ANNEXURE VII respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs to 23:00 Hrs. on the designated days.

   e. For the purpose of calculation of the Subscription Fee payable "Subscriber" means, for any calendar month, each Set Top Box, which is availing the CMPL Group Channel(s) and/or bouquet of CMPL Group Channels through the DPO.

2. Calculation of Subscription Fee:
   a. Calculation of Monthly Subscription Fee where DPO does not avail any Incentive Scheme: In case DPO avails one or more or all CMPL Group SD Channels on A-la-Carte basis:

      i. If the DPO is providing the channels on A-la-Carte basis to its subscribers, the Monthly Subscription Fee for such A-la-Carte channel(s) shall be equal to the "CMPL's Share of "MRP" of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the DPO for that month for that particular CMPL Group Channel(s).

      Illustration:
      If DPO has opted for Travelxp on A-la-Carte Basis and the Monthly Average Active Subscriber Level for the respective month reported by the DPO is 10,000 subscribers for Travelxp, then the Subscription Fee payable by the DPO for that particular month for Travelxp will be calculated as:

Channel Name	**Travelxp HD**	**Travelxp SD**	**Travelxp Tamil**	**Foodxp**
MRP of Travelxp	9.00	3.00	1.50	1.50
Less: Distribution Fee (20% of MRP)	1.80	0.60	0.30	0.30
CMPL's Share of MRP	7.20	2.40	1.20	1.20

Monthly Average Active Subscriber Level for Travelxp reported by DPO	10,000	10,000	10,000	10,000
Monthly Subscription Fee Rs.	72,000.00	24,000.00	12,000.00	12,000.00

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

ii. If the DPO does not offer such opted A-la-Carte channel(s) on A-la-Carte basis to its subscriber but offers the A-la-Carte channel(s) in packages of the DPO, then the Subscription Fee for each of the A-la-Carte channels availed by DPO, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte channel has been placed multiplied by "CMPL's Share of MRP" of each channel(s)

Illustration:
If DPO has opted for Travelxp on A-la-Carte basis and has placed Travelxp in package "X" of the DPO. The Monthly Average Active Subscriber Level for the respective month reported by the DPO is 10,000 subscribers for package X, then the Subscription Fee payable by the DPO for that respective month for Travelxp will be calculated as:

Channel Name	**Travelxp HD**	**Travelxp SD**	**Travelxp Tamil**	**Foodxp**
MRP of Travelxp	9.00	3.00	1.50	1.50
Less: Distribution Fee (20% of MRP)	1.80	0.60	0.30	0.30
CMPL's Share of MRP	7.20	2.40	1.20	1.20
Monthly Average Active Subscriber Level for Travelxp reported by DPO	10,000	10,000	10,000	10,000
Monthly Subscription Fee Rs.	72,000.00	24,000.00	12,000.00	12,000.00

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

b. In case the DPO operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the DPO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the DPO to CMPL in DAS I, DAS II, DAS III and DAS

IV areas referred to as "DAS" notified areas. Further it is also agreed by DPO that any other Independent Affiliate taken over by DPO during the term of this Agreement shall be treated as JVs and DPO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

c. Payment of the Subscription Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.

d. In the event the DPO fails to pay the Subscription Fee and/ or, upon expiry of, or termination of the Agreement, CMPL shall be entitled to take back the possession of the Equipment from the DPO, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the DPO, the IRD Deposit shall be refunded to the DPO. In the event, the DPO fails to return the Equipment to CMPL, the DPO shall be liable to pay a sum of Rs.1,000/- per day per IRD to CMPL for the period during which the default continues. In case the DPO returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the DPO shall be liable to pay to CMPL such charges as may be determined by CMPL. CMPL shall be authorized to deduct the cost of damages from the IRD Deposit.

e. All payments from the DPO to CMPL under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of CELEBRITIES MANAGEMENT PRIVATE LIMITED– A/c CMPL Channels payable at its head office or any other place that may be specified by CMPL in writing from time to time; or (ii) electronic wire transfer into CMPL's Bank Account, accompanied by documentary evidence certified by the DPO's bank that the payment has been transferred to CMPL's Bank Account.

3. Payment Terms

a. For each month during the Term of this Agreement, CMPL shall issue an invoice for Subscription Fee on or before 10th day of the immediately succeeding month, based on the monthly subscription report submitted by DPO, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by DPO along with the due date of payment. DPO shall be liable to make

payment for Subscription Fee as per the monthly invoice raised by CMPL within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the DPO (Due Date) without any deduction except deduction of withholding tax/ TDS as provided in this Agreement. For e.g. Invoice for Subscription Fee for the month of November 2017 shall be issued by CMPL on or before 10thDecember, 2017 and the payment for such invoice shall be made by the DPO on or before 25thDecember 2017 (Due Date).

b. Within seven days of end of each month, the DPO shall provide the subscriber report stating the number of subscribers along with the other reports for that month in the format(s) set - out in ANNEXUREVII attached herewith, based on which CMPL shall raise an invoice on the DPO.

c. In case the DPO fails to send the report within the said period of seven days from the end of each calendar month, CMPL shall have the right to raise a provisional invoice ("Provisional Invoice") for an amount increased by ten percent (10%) of the "Subscription Fee" payable by the DPO to CMPL for the immediately preceding month, and the DPO shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.

d. Notwithstanding anything contained in this Agreement, if the DPO fails to make payment on the Due Date, any Incentives that are availed by the DPO as per the Incentive Scheme shall

be reversed and not applicable.

e. The Parties will carry out reconciliation, between the Provisional Invoice raised by CMPL and the monthly subscription reports sent by the DPO, within three (3) months from the date of issue of Provisional Invoice.

f. In case of default by the DPO on account of non-submission of Reports, it shall be deemed to be a material breach and entitle CMPL to initiate appropriate steps for disconnection of signals of CMPL Group Channel(s) and / or termination of this Agreement for material breach of this Agreement. In such an event CMPL shall have an option to levy an additional charge for said material breach whereby the DPO shall be liable to pay to CMPL an amount equivalent to previous three months' invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report.

g. The DPO shall be required to make payments with 15 days of the receipt of invoice/provisional invoice (Due Date) in accordance with the terms hereof, and any failure to do so on the part of the DPO shall constitute a material breach hereunder and CMPL be entitled to switch of the signals of CMPL Group Channels to entire network of the DPO. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5%. "Default Interest Rate" The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Subscription Fee by the Due Date, and CMPL shall retain all of its other rights and remedies under the Agreement.

h. DPO shall make the payment of Subscription Fee irrespective of DPO's collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the DPO shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.

i. DPO shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the DPO and/or its affiliates, JVs, etc. from CMPL, its affiliated companies (including any subsidiary and or associate entities of CMPL), channel owners.

j. All payments of Subscription Fee hereunder are exclusive of all applicable taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes, GST and other such taxes. All such applicable taxes shall be at DPO's cost and will be charged at the prevailing rates by CMPL to the DPO.

k. If payment of the Subscription Fee is subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the DPO shall provide tax withholding certificates to CMPL within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.

l. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, incentive parameters etc. arising out of the agreement, the DPO shall continue to make the payment of Subscription Fee at per the provision of Clause 9 read along with this ANNEXURE VI of this Agreement till such time the dispute is resolved. Appropriate adjustment in this regard shall be made by the respective parties on final adjudication of the dispute.

ANNEXURE VII

REPORT FORMAT

Report Format in the event DPO does not avail any of the Incentive Scheme(For each DAS Notified City to be submitted separately):

Monthly Average Active Subscriber Level of a CMPL Group Channels or bouquet shall be arrived at by averaging the number of subscribers subscribing CMPL Group Channel or bouquets, as the case may be, recorded four times in a month, as provided in Table -1 and Table – 2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. of the day.

Reported Month: _____ City: _____ Year:_____ **Table – 1**

Monthly subscription for A-la-Carte Channels

No.	CMPL Channel	DPO Package Name / Add-on Name / A-la Carte	Number of Subscribers on CMPL Channel on 7th day of the month (A)	Number of Subscribers on CMPL Channel on 14th day of the month (B)	Number of Subscribers on CMPL Channel on 21th day of the month (C)	Number of Subscribers on CMPL Channel on 28th day of the month (D)	Monthly Average Active Subscribers of the CMPL Channel ((A+B+C+D)/4)
1							
2							
3							

Note: Above information is required for all packages and Add-ons offered by DPO in which respective CMPL Group Channel(s) is offered by the DPO and also for CMPL Group Channels offered by DPO on A-la-Carte Basis.

Note:

1. Above information is required for all packages and Add-on offered by DPO in which respective CMPL Group Channel(s) is offered by the DPO.
2. DPO Package Name and Add-on name not applicable in case subscriber has opted for Bouquet of Pay CMPL Group Channels.
3. City wise report is required to be furnished by the DPO for its operational areas. 4. Each set top box, located at a place indicated by the subscriber for receiving the signals of CMPL Group Channels from the

DPO, shall constitute one subscriber.

5. The reports shall be generated in non-editable PDF format, with read only permissions.

Additional Reports to be submitted by DPO in the event it avails the Incentive Scheme on MRP of A la-Carte Channels:

No.	CMPL Channel	LCN	LCN Rank	Package Name*

*Include all packages as offered by DPO which includes any pay channel of any broadcaster.

ANNEXURE VIII

DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER

(ON THE CAS PROVIDER COMPANY'S LETTER HEAD)

TO WHODPOEVER IT MAY CONCERN

This is to certify that M/s Skylink Networks having its Registered office at B6, 2nd Floor, Vue Grande, 339 Chinnaswamy Road, Siddhapudhur, Coimbatore, Tamil Nadu - 641044 and having its DAS headend at 28/8, Thudiyalur Road, Saravanampatti, Coimbatore, Tamil Nadu - 641035 has installed Conditional Access System (CAS) of our company for its digital cable network.

Date of CAS Installation: 06th September 2023 CAS Version: 2024.01 CAS ID: 9005,

NETWORK ID: 2

With respect to the CAS installed at above mentioned headend and in terms of Schedule III of the Interconnection Regulations dated 3rdMarch, 2017, we confirm the following:

1. The current version of CAS does not have any history of hacking.
2. We have the capability of upgrading of CAS in case it gets hacked at any point of time. 3. The CAS is currently in use by other pay TV services providers including Multi System Operators (DPOs). 4. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package provided by the DPO to its end subscribers.
5. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.
6. This CAS installed is independently capable of generating log of all activations and deactivations. 7. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
8. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.
9. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/ Subscriber Package introduced and made available by the Multi System Operator to its last mile subscribers.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed CAS system.

Thanking you,

For (CAS company name)

(Signature)

Name: Senthil Kumar K

Designation: MD

(not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE IX

DECLARATION TO BE OBTAINED FROM SMS PROVIDER

(ON SMS PROVIDER COMPANY'S LETTER HEAD)

TO WHODPOEVER IT MAY CONCERN

This is to certify that M/s **Skylink Networks** , having its Registered Office at B6, 2nd Floor, Vue Grande, 339 Chinnaswamy Road, Siddhapudhur, Coimbatore, Tamil Nadu - 641044 and having its DAS headend at 28/8, Thudiyalur Road, Saravanampatti, Coimbatore, Tamil Nadu - 641035 has installed SMS of our Company for its digital cable network **Skylink Networks** Date of SMS Installation: 29th August 2024 SMS Version: 1.4.1

With respect to the SMS installed at above mentioned headend and in terms of Schedule III of the Interconnection Regulations dated 3rdMarch, 2017, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including Multi System Operators (DPOs).
2. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
3. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package which is or will be provided by the DPO.
4. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
5. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.
6. This installed SMS is independently capable of generating log of all activations and deactivations. 7. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every channel provided by the DPO.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed SMS system.

Thanking you,

For (SMS company name) **Skylink Networks**

(Signature)

Name: Senthil Kumar K

Designation: MD (not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE X

SPECIFICATIONS FOR SET TOP BOXES (STBs), CONDITIONAL ACCESS SYSTEM (CAS) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

A. STB Requirements:

a. All the STBs should have embedded Conditional Access.

b. The STB should be capable of decrypting the Conditional Access messages inserted by the Headend.

c. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting. d. The STB should be individually addressable from the Headend.

e. The STB should be able to receive the messages from the Headend.

f. The messaging character length should be minimal 120 characters.

g. There should be provision for the global messaging, group messaging and the individual STB messaging.

h. The STB should have forced messaging capability including forced finger printing display.

i. The STB must be compliant to the applicable Bureau of Indian Standards.

j. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

k. The STB should have network lock feature and its should not work on any other network feed.

l. The STBs with facilities for recording the programs shall have a copy protection system.

m. The STBs should have following I/O protection systems:

i. Macro vision 7 or better on Composite video output.

ii. Macro vision 7 or better on the Component Video output.

iii. HDCP copy protection on the HDMI & DVI output.

iv. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports. n. The STBs with PVR/USB recording option should have following capability: v. Capability to record live Fingerprinting, forced message and watermarking logo along with content.

vi. During playout live Finger printing & forced message should flash on screen. c Recorded content should get disable on deactivated STB.

o. DPO should not give access or configure LCN/Transport stream to insert local channel in field/at LCO end.

B. Fingerprinting Requirements:

a. DPO shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals and it should be able to trigger finger printing within 30 minutes on request from Broadcasters.

b. The STB should support both visible and covert types of finger printing.

c. The finger printing should not be removable by pressing any key on the remote of STB.

d. The Finger printing should be on the top most layer of the video.

e. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.

f. The Finger printing should appear on all the screens of the STB in all scenarios, such as

menu, EPG, Settings, blank screen, and games etc.

g. The location, font colour, size and background of finger printing should be changeable from head end and should be random on the viewing device.

h. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.

i. The Finger printing should be possible on global as well as on the individual STB basis. j. The overt finger printing should be displayed by the DPO/ LCO without any alteration with regards to the time, location, duration and frequency.

k. Scroll messaging should be only available in the lower part of the screen and to be available at STB & CAS end.

l. The STB should have a provision that finger printing is never disabled.

m. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

C. Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements: a. The DPO shall ensure that current version of the conditional access system (CAS), in use, should not have any history of hacking. Explanation: A written declaration available with the DPO from the CAS vendor, in this regard, shall be construed as compliance of this requirement. All CAS, SMS and DHE vendors should get their product and versions certified by Govt. agency authorized by TRAI or MIB. Any customization done at the DPO end should be specifically Noted

b. The SMS shall be independently capable of generating, recording, and maintaining logs in editable format since inception with date and time stamp of log generation, for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands. All these commands should be in a format which is readable and should have required parameters/elements which can be analysed to drive channel-wise count.

c. The DPO should provide declaration document should contain inter-Alia:

i. Full Detail of Network Diagram including the location of Headend, Muxes and Encryption System including the insertion points of CAS.

ii. Details of CAS system having inter-alia:

1. Locations/ Networks where deployed, and hacking history.
2. Antipiracy features of CAS.

d. It shall not be possible to alter the data and logs recorded in the CAS and the SMS. e. The DPO shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

f. The SMS and CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CAS should be independently capable of generating log of all activations and deactivations. Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

g. The DPO shall validate that the CAS has capability to upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

h. The SMS & CAS should have provision to extract all different reports from front end and

back end of systems.

i. The fingerprinting should not get invalidated by use of any device or software. j. The CAS system should be able to disable piracy software (to mask/remove FP, remove OSD layer and EMM).

k. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the DPO within 24 hours.

l. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel. m. STB should be paired with viewing card on chip set level, and viewing cards should not be portable. There should be hardware protection so that Control words cannot be extracted from any point in the STB.

n. The SMS & CAS should be capable of individually addressing subscribers for the purpose of generating the reports, on a channel by channel and STB by STB basis.

o. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

iii. Unique Customer Identification (ID)
iv. Subscription Contract number
v. Name of the subscriber
vi. Billing Address
vii. Installation Address
viii. Landline no
ix. Mobile No
x. Email id
xi. Channel, Bouquets and Service/ Package subscribed to
xii. Unique STB No
xiii. Unique VC No

p. The SMS should be able to undertake the:

xiv. Viewing and printing historical data in terms of the activations, deactivations of STBs etc.
xv. Location of each and every set top box/ VC unit
xvi. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscribers.

q. The SMS should be capable of giving the reporting at any desired time about:

xvii. The total number of subscribers authorized
xviii. The total number of active subscribers on the network
xix. The total number of temporary suspended subscribers
xx. The total number of deactivated subscribers
xxi. List of blacklisted STBs in the system
xxii. Channel and bouquet wise monthly subscription report in the prescribed format
xxiii. The name of channels forming part of each bouquet
xxiv. The total number of active subscribers subscribing to a particular channel or bouquet or service at a given time.
xxv. The details of a-la-carte channel and bouquet opted by subscriber xxvi.
The ageing report for subscription of a particular channel or bouquet. xxvii.
The package wise subscriber numbers.
xxviii. The history of all the above-mentioned data for the period of the last 2 years r.

The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

s. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed. t. It shall be possible to generate the following reports from the logs of the CAS: xxix. STB-VC Pairing / De-Pairing

xxx. STB Activation / De-activation

xxxi. Channels Assignment to STB

xxxii. Report of the activations or the deactivations of a particular channel for a given period.

xxxiii. Channel wise/service wise active and de-active detail with STB/VC and date/time stamp.

xxxiv. Package channel composition detail with creation, modification and discontinue date.

xxxv. Linkage of all SIDs (service id of channels) created in CAS with SMS and packages.

xxxvi. List of blacklisted STBs in the system.

u. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

v. The DPO shall ensure that the CAS & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year. w. The SMS & CAS should have date and time in sync and in same format. In case time zone for CAS and SMS is different than it should be captured clearly at the time of applying for signals. x. The DPO shall declare the details of the CAS and the SMS deployed for distribution of CMPL Group Channels. In case of deployment of any additional CAS/ SMS, the same should be notified to CMPL by the DPO.

y. Upon deactivation of any subscriber from the SMS, all programme / services shall be denied to that subscriber.

z. The DPO shall preserve unedited data of the CAS and the SMS for at least two years.

ANNEXURE XI

DETAILS OF LICENSE AND VC CARD NUMBERS

A. DETAILS OF CERTIFICATE / REGISTRATION ISSUED BY MINISTRY OF INFORMATION AND BROADCASTING TO OPERATE IN DAS AREA UNDER THE CABLE TELEVISION NETWORKS (REGULATION) ACT, 1995, AS AMENDED

Address (as on DAS License) –

Address of location of CAS & SMS -

B. DETAILS OF VIEWING CARD & QAM NUMBER:

No.	CMPL Channel	Viewing Card (VC) No.	QAM Module Number

C. Address for locating equipment (IRDs& Smart Cards, CAM), provide multiple if multiple locations:

_____

_____ Tel.

No.: _____Mobile No._____ Fax

No.: _____E mail ID: _____ Contact Person: _____ Designation of Contact Person: _____ Technical Person: _____ Designation of Technical Person: _____

D. All sub-operators and cable operators of the DPO as on the effective date of the Agreement through whom the Subscribers shall receive the Service during the term of the Agreement is as follows:

No.	Affiliate (if applicable)	Sub-Operator	Address & Contact Details	Area	Subscriber base

ANNEXURE XII

SCOPE OF AUDIT

1. Head End Audit DPO should provide Complete Accurate Schematic Diagram of their HeadEnd, Earth Stations, Systems and Processes for Audit and Auditing Purpose.
    a. DPO to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS(Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
    b. All TS from MUX should be encrypted for the territory.
    c. DPO to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
    d. CAS Audit: DPO to provide all below information correctly: Make & version of CAS installed at Head End.
    e. CA system certificate to be provided by DPO.
    f. CAS version installed should not have any history of hacking, certificate from CAS vendor required.
    g. CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD. h. CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.
    i. STB's & cards to be uniquely paired from DPO before distributing box down the line. j. DPO to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to CMPL by means of a fresh undertaking.
    k. Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by DPO. CAS vendor required to certified reconciliation of data.

l. No activation / deactivation from direct CAS system, it must be routed via SMS client only. m. DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report &Bouquet/Subscriber Package/ product report during audit period.

n. CA system should have the capability of providing history of all actions taken for last 2 years.

2. SMS Audit:

a. All product authorization must be from SMS only.

b. SMS and CAS should be fully integrated.

c. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

i. Unique Customer Id
ii. Subscription Contract number
iii. Name of the subscriber
iv. Billing Address
v. Installation Address
vi. Landline telephone number
vii. Mobile telephone number
viii. Email id
ix. A – la carte Channels or Bouquet / Subscriber Packagesubscribed to
x. Unique STB Number
xi. Unique VC Number

d. The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

e. Location of each and every set top box VC unit

f. The SMS should be capable of giving the reporting at any desired time about:

xii. The total no subscribers authorized
xiii. The total no of subscribers on the network
xiv. The total no of subscribers subscribing to a particular service at any particular date.
xv. The details of channels opted by subscriber on A-la-carte basis.
xvi. The Bouquet / Subscriber Package wise details of the channels in the Bouquet / Subscriber Package.
xvii. The Bouquet / Subscriber Package wise subscriber numbers.
xviii. The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
xix. The history of all the above-mentioned data for the period of the last 2 years

3. Following parameter should be validated during the audit:

a. Review Complete Network Diagram

b. Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS

c. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking

d. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.

e. Review whether Live diagram / fibre details of network are captured in SMS system

f. To check if DPO specific coding / ID is available for Finger Printing

g. Confirm whether watermarking network logo for all pay channels are inserted at

encoder end only

h. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.

i. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber:

i. Unique Subscriber ID

ii. Subscriber Contract Details – No, Term, Date, Name, Address & contact details

iii. Hardware details

j. Review the subscriber's activation/ de-activation history in the SMS system

k. Validate if the SMS is integrated with CAS.

l. Review if all the active and de-active STBs are synchronized in both SMS and CAS. m. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.

n. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.

o. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.

p. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels

q. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to CMPL/ Aggregators.

r. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates, etc.

s. Review of the following reports are supported by SMS and CAS.

iv. Total no of Subscribers – active & de-active separately

v. De-active subscribers with ageing

vi. Channel wise Subscribers – total

vii. Channel wise Subscribers – split by Bouquet / Subscriber Package

viii. Revenue by Bouquet, Subscriber Package or A-la-carte Channel

ix. Subscriber/Revenue Reports by State/City

x. No of Bouquets / Subscriber Package offered

xi. List of Channels / rates of each Bouquet / Subscriber Package

xii. Rate Card Options offered / Attached with active Subscribers

xiii. Historical data reports

xiv. Free / demo Subscribers details

xv. Exception cases – active only in SMS or CAS

4. STB Audit:

a. All STB should be individually paired in advance with unique smart card at central warehouse of DPO before handing down the line distribution.

b. DPO to provide details of manufacturers of STB's being used / to be used by him(OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.)

c. DPO should provide one set of all type/model of boxes for testing and monitoring purpose.

d. All STBs used by DPO's should be certified by their CAS vendor.

e. Forensic watermarking to be implemented on the DPO headend & STBs. f.

ECM/EMM base Forced messaging full screen and ticker mode should be available.

g. All the STBs should have embedded Conditional Access.

h. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.

i. The STB should be individually addressable from the Head end.

j. The messaging character length should be minimum of 120 characters.

k. There should be provision for the global messaging, group messaging and the individual STB messaging.

l. The STB should have forced messaging capability.

m. The STB must be BIS compliant.

n. The STB must have secure chip set with mandatory pairing.

o. There should be a system in place to secure content between decryption & decompression within the STB.

p. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

q. The STB outputs should have the following copy protections

r. Macro vision 7 or better on Composite video output.

s. Macro vision 7 or better on the Component Video output.

t. HDCP copy protection on the HDMI & DVI output.

u. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

v. Types of boxes launched / to be launched:

i. Vanilla STB

ii. DVR STB

iii. Others (please specify)

w. Please furnish STB details as following:

i. Open Standards or Proprietary?

ii. Audio Video and Data I/O Configuration?

iii. Local Storage?

iv. Smarts Card?

v. PVR Functionality?

vi. Tamper Resistance?

vii. I/O Copy Protection? Please provide the details?

viii. I/O Interface to Other Devices?

ix. Are the STB's interoperable?

x. DVR / PVR STB should be compliance of following:

1. Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
2. Recorded content should be encrypted & not play on any other devices.
3. Content should get record along with entitlements and play out only if current entitlement of that channel is active.
4. User should not have access to install third party application/software.

xi. Does the Set Top Box support any type of interactive middleware? Please describe.

5. Distribution Network Audit:

a. DPO should provide below information in detail:

i. Fibre network and PIT information on Geo Map.

ii. Service area to be defined.

iii. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

b. The OVERT Finger Printing should not be removable by pressing any key from the remote.

c. The OVERT Finger printing should be on the top most layer of the video. d. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.

e. The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc. f. The location of the Finger printing should be changeable from the Head end and should be random on the viewing device. The Finger printing should be possible on global as well as on the individual STB basis. The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.

g. Covert finger printing should be available.

h. No common interface Customer Premises Equipment (CPE) to be used.

i. The STB should have a provision that OSD is never disabled.

j. Commercial Audit:

a. Provide system generated Channel-wise and Bouquet / Subscriber Package-wise reports of channels for the platform in a non-editable format.

b. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems: k. Customer acquisition

l. Provisioning of the subscriber in authentication, billing and SMS system

m. Bouquet / Subscriber Package change request process

n. Customer Retention process, if any

o. Deactivation and churn process

p. Understand/ verify the various Bouquets / Subscriber Package being offered to customers

q. Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers

r. Interactions with the Operator's marketing and sales team on how the various channels are being marketed Any special marketing schemes or promotions

s. Details of the consumers subscribing to the various Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

t. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):

u. Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package

v. Any reconciliations / checks /adjustments carried out before sending the declarations

w. Analyse declaration reports on a sample basis:

x. Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems).

y. Analyse the computation of average subscribers.

z. Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors.

Analysis of the following:

a. Input and change controls of customer data into SMS.

b. SMS user access controls – authentication, authorization and logging. c. Analyse system logs to identify any significant changes or trail of changes made.

d. Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.

e. Review the system logic for the reports which are inputs to Broadcaster declarations.

f. Channel allocation/fixation to a particular LCN/CDN.

g. Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.

h. Sample of activation and deactivation request logs.

i. Opening and closing numbers of the active subscribers for sample months (report tobe taken in front of the auditors/ rep).

j. Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties).

k. Live Demo of the queries being put in to the system to generate different reports.

l. List of CAS and SMS used by Operator in DAS area. Incase more than one CAS and SMS system is used by Operator for both DAS and non-DAS areas, then understand and analyse how the two markets are segregated, controlled, reported and invoiced.

m. Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas and for such head-ends, understand and analyse how the two markets are segregated, controlled, reported and invoiced.

n. In case of multiple CAS being used by DPO, to understand synchronization between multiple CAS and SMS.

Application form for request of signals of CMPL Group Channels by DPO

(As per Clause 10 (4), (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the DPO of television channels: Skylink Networks

2. The names of Owners/Directors/Partners of the DPO: Senthil Kumar K

3. Registered Office address: B6, 2nd floor, Vue Grande, 33g, Chinnaswamy Road, Siddhapudhur, Coimbatore, Tamil Nadu - 641044

4. Address for communication: B6, 2nd floor, Vue Grande, 33g, Chinnaswamy Road, Siddhapudhur, Coimbatore, Tamil Nadu - 641044

5. Name of the contact person/ Authorized Representative: Senthil Kumar K

6. Telephone: 9944399449 Mobile: 9944399449

7. Email address: senthil@skylink.net.in

8. Copy of certificate of registration/ permission/ license (Copy Attached): YES (Yes / NO)

9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the DPO to be attached along with this Application Form.

10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas: As per the details provided in Schedule A

11. Area wise present subscriber base of the MOS: As per the details provided in Schedule B

12. List of channels and bouquets for which signals of television channels are requested: As per the details provided in Schedule C

13. Service Tax registration number: 33CCJPS4784G2Z5

14. Entertainment Tax Number: _____

15. PAN No. (Attach a copy): CCJPS4784G

16. Are the CAS/ SMS in compliance with the regulations: YES / NO YES

17. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available (Copy Attached): YES / NO YES

(Stamp & Signature)

Name: Senthil Kumar K

Designation: MD

Date and Place: 16th May 2024 & Coimbatore

DECLARATION

I Senthil Kumar K s/o, Kuppusamy , Proprietor (Owner/Proprietor/Partner /Director/ Authorized Signatory), of Skylink Networks (Name of Distributor of television channels), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable)Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

_____

(Stamp & Signature)

Name: Senthil Kumar K

Designation: MD

Date and Place: 16th May 2024 & Coimbatore

SCHEDULE A

Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas

No	Details of area where the DPO is desirous of operating	Name of the Corresponding State / UTs to the Area	Head end from which the signals of CMPL Channels shall be distributed in the Area

SCHEDULE B

Area wise present subscriber base of the DPO

No	Details of area where the DPO is desirous of operating	Name of the Corresponding State / UTs to the Area	Present Subscriber Base

SCHEDULE C

List of CMPL Group Channels offered of A-la-Carte basis for which signals are requested

We are desirous of availing the signals of the following CMPL Group Channels are marked as yes in the table below on A-la-Carte basis:

No.	Name of Channel	Type	Want to Avail (Y/N)
1	Travelxp	Standard Definition	
2	Travelxp HD	High Definition	
3	Travelxp Tamil	Standard Definition	
4	Foodxp	Standard Definition	

Total Count of CMPL Group Channels to be availed on A-la-Carte Basis: _____

List of Bouquets of Pay CMPL Group Channels

Not Applicable

List of Incentive Scheme availed:

Incentive Parameters	Incentive %	Travelxp HD	Travelxp	Travelxp Tamil
Distribution Fee	20%			
LCN Incentive	15%			

REFERENCE INTERCONNECT OFFER OF TV TODAY NETWORK LIMITED
(FOR INTERNET PROTOCOL TELEVISION (IPTV SERVICE) OPERATOR)

The terms and conditions of this Reference Interconnect Offer are drafted pursuant to the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, both as amended from time to time.

The DPO may reach out to the following representative for availing signals of Channels and/or any grievance(s):

Distribution Platform	**Name**	**Contact No.**	**Email ID**	**Address**
Internet Protocol Television Service (IPTV Service)	Mr. K R Arora	0120-4807100 (Extn. 7325)	Krishan.Arora@aajtak.com	FC-8, Sector-16A, Film City, Noida-201301, Uttar Pradesh

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("**SLA**") is executed on the ____day of _____, 20__by and between:

TV TODAY NETWORK LIMITED, a company incorporated and registered under the Companies Act, 1956, having its GSTINs 07AABCT0424B3Z0 (Delhi with Address at First Floor, F-26, New Delhi, Delhi 110001), 19AABCT0424B1ZX (West Bengal with Address at 52, Jawahar lal Nehru Road, 4th Floor, Kolkata, West Bengal 700071), 36AABCT0424B1Z1 (Telangana with Address at 6-3-885/7/B, Somajiguda, Hyderabad, Telangana 500082), 27AABCT0424B1Z0 (Maharashtra with Address at ONE INDIABULLS CENTRE 1201, 12th Floor, Tower 2A, S B MARG, Lower Parel (West), Mumbai, Maharashtra, 400013) and 29AABCT0424B1ZW (Karnataka with Address at 2nd Floor, 201 - 204, Richmond Tower, 12 Richmond Road, Bengaluru, Karnataka 560025) bearing PAN AABCT0424B, and having its registered office at F-26, First Floor, Connaught Circus, New Delhi -110001 (hereinafter referred to as "**TVTN**", which shall include its successors and assigns)

AND

DPO (M/s): SKYLINK NETWORKS

DPO's Status (Mention Yes/No)**:**

Company		Individual	
Partnership Firm		HUF	
Proprietorship Firm	YES	Other	

DPO's license/ registration:

Status of registration / licenses of the DPO (IPTV)	Name of registrant/ / license holder	Registration No.	Registered area of operation/, as per registration/license (if applicable)	Validity	
				From	To
IPTV	SKYLINK NETWORKS	N-45009/9/2023-DAS	COIMBATORE	10-04-2023	09-04-2033

FOR DPO

FOR T.V TODAY NETWORK LIMITED

Registered Office Address (if applicable):

Address	28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti, Coimbatore, 641035						
City:	Saravanampatti	District:	Coimbatore	State:	Tamilnadu	PIN:	641035

Correspondence Address/Address for Notice as per clause 31 of SLA:

Address	28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti, Coimbatore, 641035						
City:	Saravanampatti	District:	Coimbatore	State:	Tamilnadu	PIN:	641035

Tel. No.:

PAN No: **CCJPS4784G** TAN No:

CIN No:

Contact Person Name (Mr. /Ms.): Mr. KUPPUSAMY SENTHILKUMAR

Mobile No.:9944399448 E-mail ID: md@skylink.net.in

Name of Authorized Signatory (Mr. / Ms.): Mr. KUPPUSAMY SENTHILKUMAR

Mobile No.: 9944399448 E-mail ID: md@skylink.net.in

*[hereinafter referred to as the "***DPO***', which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("*HUF*')].*

TVTN and the DPO are hereinafter individually referred to as a "**Party**" and collectively, as the "**Parties**".

WHEREAS TVTN and/or its Affiliates, are the owner(s)/licensee(s) of various rights under the Copyright Act, in respect of the Channels (defined herein below).

WHEREAS various DPOs are desirous of retransmitting signals of Channels, to their respective subscribers.

AND WHEREAS by virtue of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time ("**Interconnection Regulations**") read with the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended from time to time ("**Tariff Order**"), TVTN is required to offer and publish technical and commercial terms and conditions which would form the basis of a license agreement with DPOs who are desirous of retransmitting/rebroadcasting signals of Channels. Accordingly, the present Reference Interconnect Offer ("**RIO**") is being offered and published by TVTN. However, this RIO

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is without prejudice to TVTN's rights, remedies and contentions under applicable Laws, equity or otherwise and subject particularly to the outcome in –

i. Writ Petitions bearing nos. 5161/2014, 506/2016, 4135/2017, 4091/2017, 7017/2017, 6915/2017, 53/2019, 180/2019, 9431/2019 and 13779/ 2019 pending before the Hon'ble Delhi High Court;
ii. Civil Appeal Nos. 2847-2854 of 2011, 7247 of 2011, 3896 – 3903 of 2011, 3728 of 2015, 11494 of 2018, 11834 of 2018, 6001-6003 of 2019 pending before the Hon'ble Supreme Court;
iii. Appeal No. 1 and 2 of 2016 pending before the Hon'ble TDSAT;
iv. Writ Petitions bearing nos. 1416/2020, 1419/2020, 1421/2020 and 1426/2020 pending before the Hon'ble Madras High Court; and
v. Appeal No. 1 of 2024 pending before the Hon'ble TDSAT.

Any DPO of Television Channels, [as defined in Clause 2 sub clause (s) of the Interconnection Regulations] intending to avail the signals of Channels is required to execute the SLA, offered by TVTN for execution, on an "as-is" basis and without making any unilateral changes/modifications. It is only on execution of the entire SLA by both the Parties, that it shall form a binding license agreement for rebroadcast / retransmission of the signals of Channels. The terms of this RIO shall override all the previous Reference Interconnect Offer(s) executed between the Parties hereto.

Both Parties agree that the DPO had entered into Interconnect Agreement including amendments for the period as detailed in Annexure H of the SLA.

Needless to add, to avail the signals of Channels under this SLA, the DPO shall clear the entire outstanding subscription fees due and payable to TVTN for the period upto the date of commencement of this SLA and shall demonstrate/ensure compliance of all the statutory/regulatory directives including but not limited to mandates as prescribed under Schedule III, Schedule IX and Schedule X of the Interconnection Regulations.

It is hereby clarified that in order to be eligible to execute this SLA and avail the signals of Channels, the DPO shall not be in default of payment to TVTN in terms of second proviso of Clause 3(2) of the Interconnection Regulations. It is further clarified that execution of this SLA shall not absolve the DPO from any of the pending contractual or statutory obligations/liabilities arising of the previous Agreements including causing any pending Audit(s) etc. Accordingly, the DPO shall not have any outstanding amounts due and payable to TVTN in terms of the prevailing interconnection agreement(s) as on the date of execution of this SLA.

However, execution of this SLA and provision of signals under this SLA shall not amount to a waiver by TVTN of its right to claim all outstanding subscription fees under the erstwhile agreement(s) and TVTN shall be within its rights to claim the same including termination of this SLA, as per applicable law, for non-clearance of all outstanding dues under the erstwhile agreement/s.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** In this SLA, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder or as assigned to them under applicable Laws. Additionally, there are other defined terms in the SLA which shall have such respective meaning as have been assigned to them throughout the SLA.
   - **1.1** "**Act**" shall mean the Telecom Regulatory Authority of India Act, 1997, as amended from time to time;
   - **1.2** "**Active Subscriber**" shall mean a subscriber who has been authorized to receive signals of Subscribed Channels as per the SMS and whose Set Top Box has not been denied signals;
   - **1.3** "**SD Active Subscriber**" shall mean a subscriber who has been authorized to receive Signals of Subscribed SD Channels as per the SMS and whose Set Top Box has not been denied signals;

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1.4 "**HD Active Subscriber**" shall mean a subscriber who has been authorized to receive Signals of Subscribed HD Channels as per the SMS and whose Set Top Box has not been denied signals;

1.5 "**Addressable System(s)**" shall mean an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of transmission of programmes including retransmission of signals of Television Channels can be sent in encrypted form, which can be decoded by the device or devices, having an activated CAS at the premises of the subscriber within the limits of authorization made, through CAS and SMS, on the explicit choice and request of such subscriber, by the DPO to the subscriber;

1.6 "**Affiliate**" of a Party (the "**Subject Person**") shall mean (i) in case of any Subject Person, any other Person that either directly or indirectly through one or more intermediate Persons, is controlled by or is under common control with the Subject Person, and (ii) in case of any Subject Person that is a natural Person, his/her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons;

1.7 "**A-la-carte**" or "**A-la-carte Channel(s)**" with reference to this SLA shall mean offering of Television Channel(s) individually on a standalone basis;

1.8 "**Authority**" or "**TRAI**" shall mean the Telecom Regulatory Authority of India established under sub-section (1) of Section 3 of the Act;

1.9 "**Audit**" shall mean the Technical Audit and Subscription Audit to be conducted by the Empaneled Auditor, of the Distribution Systems of the DPO, including but not limited to CAS, SMS, encryption systems, Content Protection Systems, financial documents, etc. as per the Audit Manual and as detailed in Clause 13 of the SLA;

1.10 "**Audit Manual**" shall mean the requirements for conducting the Audit as per applicable Law and set out by TRAI vide Interconnection Regulations, and The Telecommunication (Broadcasting and Cable) Services Digital Addressable Systems Audit Manual dated November 8, 2019, as amended from time to time;

1.11 "**Audit Report**" shall mean the report generated by the Empaneled Auditor as further detailed in Clause 13 of the SLA;

1.12 "**Bouquet**" shall mean an assortment of distinct Television Channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly. Bouquet of Channels for the purpose of this SLA shall mean TVTN's Bouquet of Channels listed in **Annexure D** hereto which may be amended from time to time as per applicable Law;

1.13 "**Broadcaster**" shall mean a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing television broadcast of Television Channels;

1.14 "**Business Day**" shall mean any day, other than a Saturday and Sunday, on which banks in Mumbai remain open for business;

1.15 "**BIS**" shall mean Bureau of Indian Standards;

1.16 "**Carriage Fee**" shall mean any fee payable by a Broadcaster to the DPO only for the purpose of carrying its television channels through the DPO's network, without, specifying the placement of such channels onto a specific position in the Electronic Programme Guide or, seeking assignment of a particular number to such channels;

1.17 "**Cable Service**" or "**Cable TV Service**" shall mean the transmission of programmes including retransmission of signals of Television Channels through cables;

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1.18 "**Cable Television Network**" or "**Cable Tv Network**" shall mean any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;

1.19 "**Central Government**" shall mean the Government of India;

1.20 "**CAS**" shall mean the conditional access system maintained by the DPO in accordance with the Interconnection Regulations and the terms of this SLA, which shall have the ability to authorize, provide and deny specific Channels, data, or information to Subscribers and which meets the requirements set out in the Interconnection Regulations (as amended);

1.21 "**Catch Up Rights**" shall mean the right to make available the Subscribed Channel or Subscribed Channel's content to Subscribers on an on-demand basis, at any time after the original linear Distribution of the Subscribed Channel;

1.22 "**Change Event**" shall mean any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the DPO or any change of control or change in the management or acquisition of majority stake or controlling stake of the DPO or acquisition by the DPO of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the DPO's assets and/ or purchasing the whole or a substantial portion of the assets of another entity;

1.23 "**Channel(s)**" shall mean the standard definition and high definition Pay and Free-To-Air Television Channels of TVTN, as set out in **Annexure D** of the SLA, which list may be amended from time to time as per applicable Law;

1.24 "**Channel Marks**" shall mean the trade names, trademarks, logos and service marks and characters used by TVTN from time to time in connection with the services including without limitation the television channels, programmes, the titles and content of such programmes, television equipment or related services provided by TVTN and/or its Affiliates or its licensors, specified by TVTN or otherwise notified in writing by TVTN from time to time;

1.25 "**Competing Channels**" shall mean channels of similar genre and language of competing Broadcasters;

1.26 "**Confidential Information**" shall mean (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Affiliates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the Parties, (b) any material or information disclosed by either Party for the purposes of this SLA (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

1.27 "**Consumer Premise Equipment**" or "**CPE**" means the components and accessories installed at the premises of the subscriber to enable the reception of broadcasting services related to television provided through addressable systems and includes cable wire, set top box, remote control for set top box, dish antenna, low noise block converter or any other equipment which may be necessary to receive broadcasting services related to television;

1.28 "**Content Protection Systems**" shall mean and include effective technological measures applied for providing conditional access delivery and content protection and security systems, and related physical security and operational procedures including all such security measures and systems specified by TVTN from time to time, which is to be deployed, installed, maintained, and enforced by the DPO;

1.29 "**Copyright Act**" shall mean Copyright Act 1957, as amended from time to time;

1.30 "**Default Interest Rate**" shall mean simple interest applicable on delayed payment or short payment from the date the payment was due until realization of full payment and such interest shall be computed at the rate of 2% (two percent) per month on the payment that is due;

1.31 "**Direct to Home Operator**" or "**DTH Operator**" shall mean any person who has been granted license by the Central Government to provide Direct to Home (DTH) service;

1.32 "**Direct to Home Service**" or "**DTH Service**" shall mean re-transmission of signals of Television Channels, by using a satellite system, directly to subscriber's premises without passing through an intermediary such as Local Cable Operator or any other DPO of Television Channels;

1.33 "**Distribution Margin**" shall mean the DPO's share of revenue for the Distribution of Subscribed Channels to Subscribers and it does not include Carriage Fee. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s), multiplied by the Monthly Average Subscriber Level;

1.34 "**Distribution System**" or **"Platform**" shall mean the distribution network of a DPO for Distribution of the Subscribed Channels in an encrypted manner as per applicable Law;

1.35 "**Distribution Platform Operator**" or "**DPO**" shall mean the distributor of Television Channel(s) being Internet Protocol Television (IPTV) Service Operator;

1.36 "DPO List Price" shall mean the rate applicable to DPO as mentioned in the Annexure D of the SLA, which is MRP of A-la-carte Channel(s) and/or Bouquet of Channels less the Distribution Margin;

1.37 "Doordarshan" (**"DD"**) means the autonomous public service founded by the Government of India, which is owned by the Broadcasting Ministry of India and is one of the divisions of Prasar Bharati;

1.38 "Doordarshan Television Terrestrial" (**"DTT"**) means the services of Doordarshan including television, radio, online and Mobile services provided throughout metropolitan and regional India, as well as overseas. DTT are specifically excluded from the purview of the applicable Laws and this SLA;

1.39 "Due Date" shall mean the date of expiry of the 15 (fifteen) day period commencing on the date of receipt of invoice by the DPO from TVTN;

1.40 "Digital Video Recorders" ("DVR")/ "Personal Video Recorders" ("PVR") Service shall mean a service which enables subscribers to copy, record, time shift, pause, forward or rewind individual programmes broadcast on the channels;

1.41 "**Distribute**" or "**Distribution**" shall mean the retransmission and/or rebroadcast of the signals of Subscribed Channels by the DPO to the Subscribers;

1.42 "**Effective Date**" shall mean the date of commencement of this SLA as defined in Annexure E of the SLA;

1.43 "Electronic Programme Guide" or "EPG" shall mean a program guide maintained by the DPOs of Television Channels that lists Television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;

1.44 "Empaneled Auditor" shall mean Broadcast Engineering Consultants India Limited or an auditor empaneled by the Authority for conducting the Audit;

1.45 "Equipment(s)" shall mean any and all hardware/ software and other devices, including but not limited to IRD(s), CAM(s) and the paired Viewing Card(s);

1.46 "Excluded Rights" shall mean all rights which are excluded under this SLA pursuant to Clause 8.2 of the SLA and which are reserved exclusively by TVTN;

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1.47 "**Exhibition**" **or "Exhibit"** shall mean exhibition, broadcast, transmission, Distribution, communication to the public and/or making available the Subscribed Channels and Subscribed Channel's content;

1.48 "Force Majeure Event" shall mean any cause which is beyond the reasonable control of the affected party, including acts of God, earthquake, storm, lightning, flood, explosion, fire, sabotage, quarantine, epidemic, pandemic, arson, civil disturbance, terrorist attack, war or warlike situation and acts of a similar nature or satellite failure or satellite jamming, which may affect the transmission of Television Channel(s) by TVTN;

1.49 "Forms" shall mean Form for Amendment of Territory of DPO and Form for Amendment of Subscribed Channels and Subscribed Bouquets, or any other form as available on TVTN's Website;

1.50 "Free-to-Air Channel or FTA" shall mean a Television Channel which is declared as such by the Broadcaster and for which no fee is to be paid by the DPOs of Television Channels to the Broadcaster for signals of such Television Channel;

1.51 "**GST**" shall mean the Goods and the Services Tax which includes the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') / Union Territories Goods and Service Tax ('UTGST') and/or the Integrated Goods and Services Tax ('IGST') as may be applicable which are levied under the GST Legislations;

1.52 "**GST Laws**" shall mean (a) The Central Goods and Services Act, 2017, as amended from time to time; (b) The Integrated Goods and Services Act, 2017, as amended from time to time; (c) The Union Territory Goods and Services Act, 2017, as amended from time to time; (d) The Goods and Services Tax (Compensation to States) Act, 2017, as amended from time to time; (e) The State GST Act passed by each State in its legislature or any other present and future GST related laws in force in the territory of India;

1.53 "Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT, Copyright Board, Department of Telecommunications, Department of Industrial Policy & Promotion or any other body or authority regulating the broadcasting and distribution of channels in India;

1.54 "HD Subscriber Base" shall mean the total number of subscribers of High Definition Television Channels who are connected to the DPO's Distribution System, for the Territory, and have subscribed to one or more High Definition Television Channels of any Broadcaster, on A-la-carte or Bouquet basis from the DPO;

1.55 "**Head End In The Sky Operator**" or "**HITS Operator**" shall mean any person permitted by the Central Government to provide Head End In The Sky (HITS) Service;

1.56 "Head End In The Sky Service" shall mean transmission of programmes including retransmission of signals of Television Channels-(i) to intermediaries like Local Cable Operators or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers by using satellite system and its own cable networks;

1.57 "**High Definition**" or "**HD**" shall mean Linear Broadcast of Television Channel in any resolution that is 1080 vertical lines of resolution or less (but at least 720 vertical lines of resolution) and 1920 lines of horizontal resolution or less (but at least 1280 lines of horizontal resolution);

1.58 "I**nterconnection Regulations**" shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time;

1.59 "**IRD**" shall mean an authorization device which includes decoder, receiver or integrated receiver-decoders as set out in **Annexure G** of the SLA, which is owned, operated and supplied by TVTN and which is used in conjunction with a compatible Viewing Card in order to receive and decode each of the linear Channels by the DPO. For the avoidance

of doubt, IRDs shall also include PIRDs which are procured by the DPO, at its own cost, to receive and decode the linear Channels;

1.60 "Incentives" shall mean the incentives as set out in Clause 6 of SLA as may be amended from time to time;

1.61 "Independent Affiliate" for the purposes of this SLA shall mean any DPO of Television Channels who is or was availing the signals of the Channels directly from TVTN in terms of a separate agreement between TVTN and the Independent Affiliate and shall include its LCOs and/or direct subscribers to whom STBs are issued by such Independent Affiliates.

1.62 "Information" shall mean communication from TVTN along with instructions for shut off or de-authorization of the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time of receipt of such Information. For this purpose, Information shall include all communication from TVTN via telephonic message, fax etc. which is later confirmed through e-mail by a person(s) who is designated to send such Information;

1.63 "**Intellectual Property**" shall mean copyright (including moral rights), patent, registered design, design right, marks, Channel Marks, trade secret, confidential information, or other intellectual property right or proprietary right or any right similar or analogous to any of the foregoing, whether or not registered and whether or not registrable, or any right or interest of any kind arising out of or created in respect of any of the foregoing or any right to bring an action for passing off or any similar or analogous proceeding, owned or controlled by TVTN, its Affiliate(s) or their licensee including all rights, titles and interest in the programming of the Channels or any mark of the rights holders of any programming exhibited on the Channels on which TVTN and its licensors shall have the sole and exclusive rights. Intellectual Property shall also include all rights, titled and interest in events and programmes, advertisements, messages and the like included in the Channels and that may be determined by TVTN and its licensors at their sole discretion from time to time;

1.64 "Interactive TV Service and Functions" shall mean the television service, interactive technology, function or service whether now known or hereafter invented, developed or released, that provides users with interactive capabilities whereby in response to any individual user's demand such user is able to (a) access or demand and/or select from a range of viewing options an enhanced or specific viewing experience, (b) access on demand data and/or information in textual form, (c) be connected to any website, information, e-commerce or on-line service; and/or (d) view data and information (in addition to the audiovisual content), to manipulate audio and/or audiovisual content and/or to carry out any transaction or interaction with any person including by means of a return path;

1.65 "Internet" shall mean the openly accessible network of interconnected computer networks, also known as the World Wide Web ("WWW"), or any multi-node data delivery network for point-to-point or point-to-multipoint transfer of digital information (including but not limited to video, audio, software, and text) using defined protocols (e.g. TCP/IP or any successor or related technology) and linked by any transmission means, including transmission by broadband, wireless, satellite, coaxial or fibre optic cable, fixed line, wi-fi, Wimax or Mobile;

1.66 "Internet Protocol Television Service" or **"IPTV Service"** shall mean delivery of multichannel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;

1.67 'Internet Service" shall mean any service(s) which enables the Distribution and/or Exhibition of Subscribed Channels and Subscribed Channel's content via the Internet, including but not limited to online video services, OTT, Web TV, Internet TV etc.;

1.68 "Joint Venture(s)" shall mean the connected Affiliates, subsidiary companies and/or joint ventures of the DPO who are availing the signals under this SLA irrespective of whether they have executed a separate agreement or otherwise;

1.69 "Law(s)" shall mean all applicable laws, statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, standards and orders, including amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) any rules, directions, regulations, guidelines, and code of conduct of the MIB and TRAI that may be amended from time to time (c) The Copyright Act (including

amendments thereto); (d) Cable Television Networks (Regulation) Act, 1995 and Rules 1994, as amended from time to time; (e) relating to tax, consumer and/or product safety (f) relating to data privacy laws and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment; (g) the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent), (h) the UK Bribery Act 2020, (i) trade restrictions (i.e., customs, export and import controls, sanctions and embargoes) including United States of America trade restrictions, and pricing, or distribution of the Television Channel(s) through the DPO Platform(s);

1.70 "**Local Cable Operator**" or "**LCO**" shall mean a person registered under Rule 5 of the Cable Television Networks Rules, 1994 and a connecting link between the DPO and the unique subscriber of the DPO;

1.71 "**Linear Broadcast**" shall mean the 24x7x365 Distribution of the Subscribed Channels in a manner where the Subscriber views a scheduled television programme at the scheduled time it is offered by TVTN and distributed only through all known prevailing broadcasting technologies and where such Distribution is on a linear and regularly scheduled basis, such that the subscriber is able to view the content at the same time it is transmitted by the broadcaster, except for the natural delays of satellite reception and retransmission over satellite or coaxial cable and no other person, including the DPO, its Affiliates, LCO and Subscribers, shall be able to control the flow of Subscribed Channel's content. For the avoidance of doubt, it is further clarified that any modes of Distribution and/or Exhibition of Subscribed Channels and Subscribed Channel's content that are not Linear Broadcast shall be construed to be non-linear;

1.72 "**MIB**" shall mean Ministry of Information and Broadcasting, Government of India;

1.73 "**Mobile**" shall mean any mobile delivery technology including 3G, 3.5G, 4G, 5G cellular technology, and any subsequent generation technology, edge, DVBH or DMB which is or may be used with radio frequency spectrum in any band, to enable or facilitate transmission of textual material, data, voice, video and/or multimedia service to any device (whether now known or hereafter developed) which is capable of receiving and/or sending voice and/or data and/or video communications by means of a device which is designed primarily as a portable device;

1.74 "**Monthly Average Subscriber Level**" shall mean the sum of the number of Active Subscribers of the Subscribed Channel(s) on the seventh, fourteenth, twenty-first and twenty eighth day of the month in question, recorded at any point of time between 19.00 hours to 23.00 hours, divided by four more particularly set out in **Clause 5** of the SLA**.** For the purpose of calculation of Monthly Subscription Fee, Subscriber for any calendar month, means each STB which is availing the Subscribed Channel(s) from the DPO directly by means of linear transmission, through the Distribution System;

1.75 "Monthly Subscription Fee" shall mean the Subscription Fee(s) payable by the DPO to TVTN for the license granted under this SLA on a monthly basis as set out in Clause 5 of the SLA along with all applicable indirect taxes including Goods and Services Taxes ("GST"), cess, charges, levies, duties, as applicable. All applicable taxes shall be charged by TVTN in addition to the Monthly Subscription Fee and shall be payable by the DPO;

1.76 "**MRP**" shall mean the maximum retail price, excluding taxes, payable by a Subscriber for A-la Carte Channels or Bouquet of Pay Channels as notified by TVTN in terms of the Tariff Order and as set out in **Annexure D** of the SLA as maybe amended from time to time;

1.77 "**Multi-System Operator**" or "**MSO**" shall mean a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more Local Cable Operators;

1.78 "**Multiplexing**" shall mean making available any version of a Television Channel on which the audiovisual content is identical to or substantially the same as another Television Channel (including, without limitation, any closed captioned, time shifted versions of a Television Channel);

1.79 "NDVR/Cloud Rights" shall mean the right to facilitate and enable recording of audiovisual content to be made upon a digital video recorder managed by or on behalf of the DPO which permits viewers, or the DPO on behalf of a viewer, to record and store the audiovisual content remotely using cloud storage, to make such recording available for play-back at a time chosen by a viewer;

1.80 "**New Channels**" shall mean the new Television Channels of TVTN that may be launched and offered by TVTN in future, after the date of execution of this SLA;

1.81 "New Territory" shall mean any area in India beyond the Territory where the DPO desires to extend its operations as per applicable Laws;

1.82 "Pay Per View" or "PPV" shall mean transmission and retransmission of synchronised video and audio signals of a single motion picture or program (or series of related program) where a supplemental charge on a per exhibition basis is made to a subscriber for the privilege of viewing the particular motion picture or program (or series of related program) at a time scheduled by the Exhibitor;

1.83 "**Pay Channel**", shall mean a pay Television Channel which is declared as such by the Broadcaster and for which the Broadcaster has fixed an MRP for a DPO to charge a Subscriber and for which license has to be obtained by DPO from the Broadcaster;

1.84 "Person" shall mean any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;

1.85 "Promotional Offer" shall mean the promotional offers launched by TVTN as per applicable Law from time to time and as set out Clause 7 of the SLA;

1.86 "Piracy" shall mean unauthorized reception, retransmission or redistribution of signal of Television Channels by any person by any means and modes including but not limited to circumvention of Content Protection Systems, any alteration, tampering of the channel marks or channel or any component thereof or misuse, replacement, removal and/or shifting of hardware or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of rights of Broadcaster under the Trademarks Act, 1999 and Copyright Act;

1.87 "**QoS Regulation**" shall mean the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, as amended from time to time;

1.88 "**Qualifying Reports**" shall mean the complete and accurate reports which the DPO, opting for Incentives under this SLA has to compulsorily provide to TVTN in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited, on the Qualifying Report Deadline to avail the Incentives as detailed in Annexure F of the SLA;

1.89 "**Qualifying Report Deadline**" shall mean the due date for submission of the Qualifying Reports as detailed in Annexure F of the SLA;

1.90 "Revenue Authorities" shall mean the Commissioners of Central Tax or any other authority appointed under the GST Laws to administer and discharge the duties conferred therein;

1.91 "Rights Granted" shall mean the rights granted as defined in Clause 8 of the SLA;

1.92 "Subscriber Report" or "Report" shall mean complete and accurate monthly subscriber report of Subscribed Channels and Subscribed Bouquets, provided in the prescribed format of TVTN specified in **Annexure A** of the SLA, generated only through SMS and CAS of Distribution System. The said SMS and CAS should be fully integrated, and the Subscriber Report(s) should be in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited;

1.93 "Subscriber Report Deadline" or "**Report Deadline**" shall mean seventh day from the end of each calendar month, on or before which, the DPO has to provide the Subscriber Report to TVTN;

1.94 "Set Top Box" or **"STB"** shall mean a customer premise equipment issued by the DPO which is fixed and installed at a place of reception authorized by DPO and which is integrated into or part of a television set and as per requirement described in the Interconnection Regulations (as amended) and capable of receiving and decoding transmissions of the Subscribed Channels, of that unique DPO, for the purpose of viewing on the television set the Subscribed Channels contained in those transmissions at such authorised place of reception;

1.95 "Sideloading" shall mean transferring, transmitting, re-transmitting and/or copying a programme recording by a viewer from their set top box and/or NDVR to any other device including any other Set Top Box for viewing inside and/or outside the viewer's residence;

1.96 "SMS"/"Subscriber Management System" shall mean a system or device of the DPO which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid or discount allowed to the Subscriber for each billing period, and other related information such as all customer relevant information and be responsible for keeping track of placed orders, credit limits, invoicing and payments, as well as the generation of Subscriber Reports and statistics, in accordance with the Law and as more particularly described in the Interconnection Regulations (as amended);

1.97 "Subscriber" shall mean a person who receives signals of Television Channels, from DPO via its Distribution System, at a place indicated by such person without further retransmitting it to any other person. For the avoidance of doubt, a Subscriber shall not: (i) rebroadcast the broadcast; (ii) cause the broadcast to be heard or seen by the public on payment of any charges; or (iii) receive signals from any other operator other than the DPO which has issued the STBs to such subscriber. It is further clarified that each Set Top Box located at such place, for receiving the subscribed broadcasting services, shall constitute one Subscriber;

1.98 "**Subscribed A-la-carte Channel**" shall mean the A-la Carte Channels offered by TVTN subscribed by the DPO, as are specifically selected by the DPO by mentioning "Yes/No" against such A-la Carte Television Channel list in the **Annexure D** of the SLA;

1.99 "Subscribed Bouquet" or **"Subscribed Bouquet of Channels"** shall mean Bouquet of Channels offered by TVTN detailed in the **Annexure D** and which are subscribed by the DPO, as are specifically selected by the DPO by mentioning "Yes/No" against such Bouquet in the **Annexure D** of the SLA;

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1.100 "Subscribed Channels" shall mean the Subscribed A-la-carte Channels and/or Subscribed Bouquet as applicable;

1.101 "Subscription Audit" shall mean an audit conducted by the Empaneled Auditor to validate the monthly Subscriber Reports submitted by the DPO to TVTN as per the Audit Manual;

1.102 "**TVTN's Website**" shall mean www.aajtak.in;

1.103 "**Standard Definition Channels**" or "**SD Channels**" shall mean Linear transmission of television channel in any resolution that is 576 lines of vertical resolution or less (but at least 480 vertical lines of resolution) and equal to or less than 720 lines of horizontal resolution. Linear transmission shall mean the transmission and retransmission of the Channel(s) in a linear feed wherein apart from TVTN, no other person, including the DPO, sub-operators and Subscribers shall be able to control the flow of content of such Channel;

1.104 "**Subscription Fee"** shall mean the subscription fee as defined in Clause 5 of the SLA;

1.105 "**Tariff Order**" shall mean the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017, as amended from time to time;

1.106 "**TDSAT**" shall mean the Telecom Disputes Settlement and Appellate Tribunal, New Delhi;

1.107 "Technical Audit" shall mean an audit conducted by the Empaneled Auditor to ensure ongoing compliance with the requirements of Interconnection Regulations (as amended), **Annexure B** and Content Protection Systems during which the DPO shall provide full and complete information for conducting Technical Audit, by furnishing details as provided in the Audit Manual and such other details as required by TVTN from time to time;

1.108 "**Television Channel**" shall mean a Linear Broadcast channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time;

1.109 "Territory" shall mean the areas in India where the DPO shall retransmit/rebroadcast the Subscribed Channels as detailed in **Annexure E** and as may be amended from time to time in accordance with Clause 4 of the SLA;

1.110 "Viewing Card" shall mean the viewing card as set out in **Annexure G** of the SLA, owned, operated and supplied by TVTN and which is to be paired and used in conjunction with the IRD for the DPO to access and decode each Subscribed Channel(s);

1.111 "Video on Demand" or **"VOD"** shall mean a programming system for transmission and retransmission of a single motion picture or programme (or series of related programs) delivered by means of a telecommunications or other technical system from a digital storage devise or presented in any form that permits Exhibition of such motion picture or programs in a non-linear form at the discretion of the viewer;

2. Term

Unless terminated earlier in accordance with the terms of this SLA, the "**Term**" shall commence from the Effective Date and shall be valid for a period of one (1) year thereafter (unless extended). The Term shall include amendments/extension/s if any, issued by TVTN.

3. Subscribed Channels

3.1 The DPO agrees to subscribe to the signals of Channel(s) on A-la-carte and/or Bouquet(s) basis by specifically opting for the same in **Annexure D**.

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3.2 The DPO shall mandatorily offer the Subscribed Channels on its Distribution System to its Subscribers in an uninterrupted form on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month to TVTN.

3.3 The DPO availing the Subscribed Bouquet shall not break such Bouquet of Pay Channels while offering the same to its Subscribers.

3.4 In the event the DPO intends to subscribe for any additional Channels on A-la-carte and/or Bouquet(s) basis during the Term of this SLA, the DPO may do so by executing the Form for Amendment of Subscribed Channels and Subscribed Bouquets.

4. Territory

4.1 The DPO agrees to offer the Subscribed Channels in the Territory as set out in **Annexure E**.

4.2 The DPO shall not extend its operations beyond the Territory or connect any Affiliates or LCOs or MSOs, as applicable, beyond the Territory without any prior written intimation to TVTN in the manner set out herein below.

4.3 In the event, the DPO desires to extend its operation by adding a New Territory, the DPO shall at least thirty (30) days prior submit the Form for Amendment of Territory of DPO.

4.4 Subject to TVTN's execution of the Form for Amendment of Territory of DPO as set out in Clause 4.3 within thirty (30) days from the receipt thereof, the New Territory shall be deemed to be a part of Annexure E hereto and the DPO shall be permitted to extend its operations to New Territory, as per applicable Law. On execution, the Form for Amendment of Territory of DPO shall be deemed to be an integral part of this SLA.

4.5 In the event TVTN does not execute the Form for Amendment of Territory of DPO and objects to the extension of operations of the DPO to the proposed New Territory within thirty (30) days of receipt of the Form for Amendment of Territory of DPO, the DPO shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory. If the DPO re-transmits the signals of the Subscribed Channels in the proposed New Territory despite receiving objection from TVTN, the same shall amount to material breach of this SLA; including but not limited to infringement of TVTN's rights under the Copyright Act.

4.6 It is therefore, mutually agreed between the Parties that in addition to and without any limitation to the various rights and remedies available to TVTN under applicable Law for the material breach of the terms set out herein above, the DPO shall be liable to pay TVTN fair pre-estimated damages as set out in Clause 9 of this SLA.

5. Subscription Fee

5.1 In consideration of the Rights Granted under this SLA, the DPO shall pay TVTN, for each month of the Term, the Monthly Subscription Fee calculated in the manner set out below on or before the Due Date.

5.2 Calculation of the Monthly Subscription Fee

5.2.1 <u>Subscribed A-la-carte Channels</u>:

If the DPO is offering the Subscribed A-la-carte Channels on A-la-carte basis, the Monthly Subscription Fee payable by the DPO for a particular month of the Term shall be the DPO List Price multiplied by the Monthly Average Subscriber Level.

For illustration kindly refer to Illustration A and Illustration B in Annexure D of the SLA.

5.2.2 **Subscribed Bouquet:**

For each of the Subscribed Bouquets, the DPO shall pay TVTN the Monthly Subscription Fee equivalent to the DPO List Price of the Subscribed Bouquet multiplied by the Monthly Average Subscriber Level.

5.2.3 In case the DPO breaks a Subscribed Bouquet at any time during the Term, then from the date of breaking such Subscribed Bouquet, the Channels comprised in such Subscribed Bouquet shall be deemed as Subscribed Channels availed by the DPO on A-la-carte basis and the DPO shall be liable to pay TVTN Monthly Subscription Fee calculated in the manner set out in clause 5.2.1 above.

5.2.4 For avoidance of doubt, it is clarified that TVTN reserves its rights, subject to applicable Law, to revise the MRP mentioned in **Annexure D**. Upon such revision, the DPO agrees and unconditionally undertakes to pay the Subscription Fee as per applicable Law. Such increase in Subscription Fee will be supported with a valid debit note to be raised by TVTN in accordance with the GST Laws.

6. Incentives

6.1 TVTN represents that it offers various Incentives as per the Interconnection Regulations which are detailed in **Annexure F** hereto.

6.2 It is further clarified that the Incentives are optional and the DPO may avail of the same at its discretion by mentioning "Yes/No" against such Incentive(s) as detailed in **Annexure F** of the SLA.

7. Promotional Offer

TVTN reserves its rights to launch Promotional Offer as per applicable Law.

8. Rights Granted

8.1 Subject to full compliance with the terms of this SLA by DPO, TVTN grants the DPO, the non-transferable, limited and non-exclusive right, and the DPO accepts the obligation, to Distribute the signals of the Subscribed Channels, in SD and HD, on a Linear Broadcast basis, to the Subscribers during the Term and in the Territory, solely *via* the Distribution System owned or operated by the DPO, to be viewed on a television via STB.

8.2 **Excluded Rights:** Save and except for the Rights Granted in Clause 8.1, all other rights and means of Exhibition not specifically and expressly granted to the DPO hereunder are excluded and reserved by TVTN including, without limitation –

8.2.1 all rights under the Copyright Act in relation to Subscribed Channels and the Subscribed Channel's content;

8.2.2 exhibition of the Subscribed Channels and the Subscribed Channel's content via Internet, Internet Service and Mobile;

8.2.3 exhibition of the Subscribed Channels or Subscribed Channel's content through linear non-addressable platforms (analog);

8.2.4 non-linear Exhibition of Subscribed Channels or Subscribed Channel's content through the Distribution System including but not limited to PPV, NVOD, SVOD, VOD etc.;

8.2.5 exhibition of Subscribed Channels or Subscribed Channel's content on any viewing device, screen and/or audio-visual monitor other than television, which enables reception and display on tablets, computers, Mobile screens etc.;

8.2.6 any kind of recording, downloading, storing and/or streaming of Subscribed Channels and/or Subscribed Channel's content;

8.2.7 any kind of services, including but not limited to-

- **i.** Multiplexing,
- **ii.** DVR/PVR Service, Sideloading and NDVR/Cloud Rights which enables streaming of recorded/downloaded or live content to various devices;
- **iii.** Catch Up Rights,

iv. universal serial bus (USB) which is paired to a viewing device or through any other devices susceptible to use for duplication of video and audio.

8.2.8 any Exhibition to Subscribers via Set Top Boxes that are powered with Interactive TV Service and Functions including capabilities of recording and being connected to Internet (wired or wireless) or any publicly accessible delivery method as may exist now or in the future;

8.2.9 any other means of Exhibition whether now known or that may be known in future, beyond the scope of Rights Granted hereunder; and

8.2.10 any form of Exhibition to persons/entities who are not Subscribers.

9 Subscriber Reports

9.1 The DPO agrees to submit the complete and accurate Subscriber Reports on or before the date of Report Deadline in the format specified in **Annexure A** of the SLA. The Subscriber Reports under this SLA shall be generated only through SMS and CAS and the same should be in both Microsoft Excel Sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited.

9.2 The Subscriber Reports shall specify all information required to calculate the Monthly Average Subscriber Level and the Monthly Subscription Fee payable by the DPO to TVTN, including but not limited to –

9.2.1 Territory wise, number of Subscribers for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s);

9.2.2 complete and accurate Subscriber Reports for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s) recorded on the 7th,14th, 21st and 28th of the month, as provided in **Annexure A**; and

9.2.3 The number of Subscribers for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s) shall be recorded at any point between 19.00 Hours to 23.00 Hours of the day;

9.3 All the Subscriber Reports shall be signed and attested by an authorized signatory of the DPO who shall certify that all information in the Subscriber Reports is true and correct.

9.4 The Parties agree that timely submission of the Subscriber Reports shall be a material obligation of the DPO and time is of the essence of this SLA. The DPO recognizes that delay of every single day in submission of Subscriber Reports shall amount to material breach of the SLA and would cause material and substantial loss to TVTN. It is therefore, mutually agreed between the parties that in addition to and without any limitation to the various rights and remedies available to TVTN under applicable Law, the DPO shall be liable to pay TVTN fair pre-estimated damages equal to Subscription Fee payable by the DPO to TVTN for each day of default calculated on a pro-rata basis and any other damages as may be determined by TVTN to compensate TVTN. Provided that nothing stated in this Clause 9.4. amounts to waiver by TVTN of its right to deactivate the signals of Channel(s) as per applicable Law.

9.5 The Parties agree that any modifications made to the Subscriber Reports once submitted, shall not be permissible unless otherwise expressly agreed to in writing by TVTN.

10 Payment Terms

A. Monthly Subscription Fee to TVTN from DPO

10.1 The Monthly Subscription Fee shall be paid by the DPO by the Due Date, as per the invoice(s)/provisional invoice generated by TVTN, basis the Subscriber Reports provided by the DPO to TVTN in accordance with Clause 9 hereinabove. Such payments shall be made by DPO without any deduction except for the deduction of withholding tax/TDS as provided in the SLA.

10.2 In case the DPO fails to send the Report within the Report Deadline, TVTN shall have the right to raise a provisional invoice and the DPO shall be under an obligation to pay the Monthly Subscription Fee on the basis of such provisional

invoice in accordance with the terms of this SLA. However, the provisional invoice shall be for an amount, not more than 110% of the Monthly Subscription Fee payable by the DPO for the immediately preceding month. On receipt of the Report from the DPO, the Parties would conduct reconciliation between the provisional invoice raised by TVTN and the Report sent by the DPO, which reconciliation shall be completed within a period no later than three (3) months from the date of issuance of the provisional invoice. In the event the DPO does not reconcile within three (3) months from the date of issuance of such provisional invoice, then TVTN shall, at its sole discretion, be entitled to treat the said provisional invoice as final and binding. In the event of any agreed increase or decrease in Monthly Subscription Fee, it shall be supported with an appropriate debit/credit note (as applicable) in accordance with GST Laws.

10.3 Time is of the essence of this SLA and the DPO shall be required to make all payments due to TVTN, by the Due Date in accordance with the terms hereof. Any failure to do so on the part of the DPO shall constitute a material breach hereunder. All late payments shall also attract Default Interest Rate calculated from the date the payment was due until the date of payment. The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Monthly Subscription Fee by the Due Date, and TVTN shall retain all its other rights and remedies under the SLA. DPO in addition to such interest shall also be liable to pay the applicable GST on the same. TVTN shall issue a debit note in accordance with GST Laws in respect of such amount.

10.4 Provided that issuance of provisional invoice and/or imposition and collection of interest on late payments does not amount to waiver by TVTN of its right to deactivate the signals of Channels as per applicable Law.

10.5 All payments due to TVTN under this SLA shall be made in India in Indian Rupees. All payments due to TVTN under this SLA are exclusive of all applicable indirect taxes including all and any tax, GST, custom duties, charges, levies excise duties, entertainment taxes and other such taxes. All such taxes shall be at DPO's cost and will be charged at the prevailing rates by TVTN to the DPO.

10.6 If any payment contemplated under this SLA is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time, the DPO shall (i) deposit the TDS; (ii) issue the TDS certificate; and (iii) file TDS return, with respect to this SLA, so that the credit of TDS is correctly reflected in 26AS of TVTN within the prescribed time limits as per the applicable Laws. Failure to provide such tax withholding certificates within the time stipulated under the aforementioned Tax Acts / Rules / Notifications / Circulars, will be deemed equivalent to non-payment of subscription dues. As and when required, DPO shall provide details as to which invoices of TVTN are included in such Quarterly TDS Return and also particulars of any provisions considered in such Quarterly TDS Return, so as to enable TVTN correctly claim its TDS credit for that year. In case TVTN is denied, by the tax authorities, TDS credit (pertaining to payments / credits under this SLA) due to any reason attributable to DPO and the same remains unrectified within the time allowed under applicable laws, DPO agrees to reimburse TVTN of any such loss, claim or liability arising to TVTN, within 30 (thirty) days of TVTN intimating the DPO in writing along with the proof of claims made by Income-tax authorities, of such denial of TDS credit. If a lower / nil tax withholding certificate is furnished by TVTN to the DPO, the DPO shall be obliged to deduct TDS at such lower / nil rate as prescribed in the certificate.

10.7 All payments from the DPO to TVTN under this SLA shall be paid either by (i) demand draft in favour of 'TV Today Network Limited', payable at its head office or any other place that may be specified by TVTN in writing from time to time; or (ii) electronic wire transfer into the TVTN's designated bank account, accompanied by documentary evidence certified by the DPO's bank that the payment has been transferred to the TVTN's bank account; or (iii) Bill desk platform; or (iv) any other mode as intimated by TVTN.

10.8 For all payments, including on-account payments made by the DPO to TVTN, the DPO shall intimate address for the purpose of invoicing ("**Invoice Address**") and their Goods & Services Taxpayer Identification Number ("**GSTIN**") and details of invoices against which such payments are being made to TVTN. The DPO may provide more than one Invoice Address along with the relevant GSTIN in the format provided in Annexure I herein.

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10.9 At the time of advance payment, if any, the DPO shall give their GSTIN details for which the payment is made and payment allocation details to be provided on receipt of the invoice(s) raised by TVTN.

10.10 It is further agreed that post allocation against the invoices and GSTIN (of DPO) by TVTN on advice of the DPO for on-account payments and/or advances received, no subsequent changes to the allocation against invoices and GSTIN of the DPO can be made by TVTN.

10.11 If any payment or advance payment is made by the DPO under this SLA, the DPO shall inform TVTN of its GSTIN number and/or the invoices on account of which the payment is done. If the DPO fails to inform TVTN of such GSTIN and/or the details of such invoices, then TVTN shall be entitled to allocate such payment in full or in part to such DPO's GSTIN(s) and/or invoices as TVTN may deem fit and the same shall be binding on the DPO. The Parties agree that the GSTIN(s) allocated for the payment in accordance with this clause shall be final and shall not be changed under any circumstances post allocation and/or raising of invoice. For any payment or advance payment made by the DPO to TVTN, the DPO undertakes and agrees to provide all the requisite documents as may be required by TVTN under the GST Laws.

10.12 Within seven (7) days of receipt of invoice (other than provisional invoices) by the DPO under this SLA, the DPO shall notify in writing to TVTN the discrepancies (if any) in the said invoice, (if any). In the event the DPO fails to notify any discrepancies in the said invoice within the stipulated time, then such invoice shall be deemed to have been duly accepted by the DPO and the DPO shall be precluded from raising any dispute with regard to such invoice and shall not be entitled to seek any changes in such invoice unless agreed otherwise by TVTN, after the lapse of stipulated period.

10.13 In the event TVTN is entitled for any exemption or lower rate of tax than the one determined by the DPO, then TVTN shall provide such lower tax rate certificate issued by the Revenue Authorities along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws.

10.14 In the event the DPO is entitled for any exemption or lower rate of tax than the one determined by TVTN, then the DPO shall provide such lower tax rate certificate issued by the Revenue Authorities prior to raising of invoice by TVTN along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws. In case any claims arise on TVTN due to such exemption or lower rate of taxation availed by the DPO in respect of payment made under this SLA, then the DPO shall be liable to indemnify TVTN for such claims, losses or penalties.

10.15 The Parties shall provide all the details as may be required with respect to GST to this SLA. If due to failure on the part of the DPO to provide any details of allocation of payment, if TVTN incurs any loss or if any penalty is levied on TVTN, then the DPO shall be liable to indemnify TVTN for all such loss and/or penalty.

10.16 The harmonized system of nomenclature ("**HSN**") code of goods/services supplied under this SLA shall be mentioned by TVTN on requisite documents.

10.17 If the amount of GST recovered from TVTN under this SLA differs, for any reason, from the amount of GST paid or payable by TVTN to the Revenue Authorities, including by reason of;

i. an amendment in the GST Laws and/or rules thereunder;
ii. issue of or an alternation in ruling or advice of the Revenue Authorities;
iii. a refund of GST to the DPO in respect of any supply made under this SLA; and
iv. a decision of any tribunal or court;
v. then the difference in amounts shall be borne by the DPO.

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10.18 The DPO agrees that TVTN shall not be liable for any allowance or disallowance of input tax credit by the Revenue Authorities to the DPO basis the payment made under this SLA.

10.19 In case where TVTN uploads the GST details of the DPO (as provided by the DPO), and the same is disputed/or is litigated with TVTN by the Tax authorities, in such a case DPO undertakes and agrees to indemnify TVTN for any tax liability and other related interest, penalties etc. payable by TVTN to Tax authorities. Any cost of litigation would be borne by the DPO.

10.20 In case of any incorrect / incomplete / non-compliance on behalf of the DPO and because of which a demand is made on TVTN by the tax authorities, the DPO shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by TVTN. Any cost of litigation would be borne by the DPO.

10.21 In case the input tax credit to the DPO is not allowed to the DPO due to his non-provision of the correct details to TVTN shall not be responsible for such non-allowance to DPO.

10.22 If any proceedings are initiated under the GST Laws, the Parties agree that it shall reasonably co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings.

10.23 The DPO agrees in the event if there is any change in the Subscription Fee paid / payable under this SLA on account of change in GSTINs or by way of tax deduction or any other reason, then the DPO shall be liable to pay such differential amount to TVTN.

10.24 The Parties agree that non-registration by the DPO under the GST Laws or suspension or cancellation of such registration does not preclude TVTN from charging the applicable GST under this SLA and the DPO shall be liable to pay such GST, regardless of its GST registration. The DPO undertakes and agrees the DPO is responsible for timely submission of GSTINs and other details as required and non-submission of GSTINs will be construed as non-registered under GST laws and the DPO shall have no claim against TVTN for non-provisioning of GSTINs or late submission of GSTINs.

10.25 **Credit Note**: Consideration, with GST element, may be reduced by way of credit note only in the case of mutually agreed decrease in the value of services provided by TVTN and if the services are found to be deficiently provided. The benefit of the GST element on the credit note shall be given to the DPO if and when the credit of GST (on such credit note) is adjusted by the DPO in his GST return and proof/undertaking of which is provided to TVTN. Further, such benefit shall be given to the DPO only if the credit note is issued by TVTN before end of the September next to the financial year in which invoice is raised.

10.26 The Parties hereby further agree to execute appropriate addendum/amendments to the terms of this SLA in order to incorporate the provisions of Goods & Service Tax Act/Rules/Laws (GST Laws) (if required) in order to comply with the provisions of GST Laws.

10.27 The Parties agree that the applicable stamp duty (if any) shall be borne by the DPO.

10.28 The DPO acknowledges and agrees that the execution of this SLA and provision of signals under this SLA shall not amount to a waiver by TVTN of its right to claim outstanding subscription fees due and payable by the DPO and/or its subsidiary, Joint Ventures, Affiliates to TVTN under the erstwhile agreement/s and DPO shall be liable to pay the entire outstanding subscription fees including for its subsidiary, Joint Ventures, Affiliates. In the event, the DPO fails to honour the payment obligations as per the terms of the erstwhile agreement/s and/or as per the payment schedule agreed between the Parties as the case may be, TVTN shall be entitled to discontinue the signals of Channels to DPO as per applicable Laws.

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10.29 The DPO further acknowledges that the DPO shall be responsible and liable to pay outstanding subscription fees due and payable by the DPO to TVTN for its multiple head ends and / or its subsidiary, Joint Ventures, Affiliates irrespective of whether there are separate agreements executed between the parties or otherwise.

B. Monthly Eligible Incentive Value to DPO from TVTN

I. The Monthly Eligible Incentive Value (as defined in Annexure F) shall be paid by TVTN to the DPO within fifteen (15) days from the date of receipt of valid invoice from the DPO as set out in Annexure F, subject to DPO making payment of the Monthly Subscription Fee to TVTN as set out in Clause 10A above for the relevant month.

II. In the event the DPO defaults in providing the Qualifying Reports so as to enable TVTN to ascertain the Eligible Incentive Value, the DPO shall not be entitled to the Incentives until the DPO provides the same and in any event not later than three (3) months from the Qualifying Report Deadline. Further, if the DPO does not raise the invoice for Incentive in accordance with Annexure F within a period of 3 months from the date of intimation of Eligible Incentive Value, it shall construe that the DPO has willfully waived the right to avail such Incentive for that particular month. In such event, TVTN shall be neither responsible nor liable to pay the said Incentive for that particular month to the DPO.

III. It is clarified that Incentive payment from TVTN to DPO shall be subject to deduction of withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time. TVTN shall provide tax withholding certificates to DPO within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.

IV. For avoidance of doubt, it is hereby clarified that nothing contained in Clause 10B shall have any bearing on the DPO's obligation to pay the Monthly Subscription Fees to TVTN as stated in clause 10A of the SLA and the DPO shall be required to pay the Monthly Subscription Fees as stated therein. It is hereby clarified that the obligation to make payment towards the incentive is subject to DPO qualifying for the same and upon receipt of outstanding (if any) and/or Monthly Subscription Fee. It is hereby clarified that there cannot be any unilateral set off or deduction of Incentive Amount from the payable Monthly Subscription Fee by the DPO.

11. Electronic Programme Guide (EPG)

11.1 It shall be mandatory for the DPO to place Subscribed Channels in the Electronic Programme Guide, in such a way that all the Subscribed Channels of the same language within the same genre are placed together consecutively and one channel shall appear at one place only.

11.2 The DPO shall indicate –

11.2.1 "Free" in the Electronic Programme Guide against each Free-To-Air Channel available on its Platform;

11.2.2 the respective maximum retail price in the EPG against each Subscribed Channel, which is a Pay Channel, with the Indian rupee sign "₹" for illustration purpose, ₹2, ₹5.5 etc. (including the MRP as per Promotional Offer, if any).

11.3 The DPO shall assign a unique channel number or logical channel number ("**LCN**") for each Subscribed Channel available on the Distribution System.

11.4 The LCN once assigned to a particular Subscribed Channel shall not be altered by the DPO during the Term. Provided that this clause shall not apply in case the Subscribed Channel becomes unavailable on the Distribution System.

Provided further that if TVTN changes the genre of a Subscribed Channel then the LCN assigned to that particular Subscribed Channel shall be changed to place such Subscribed Channel together with the channels of the new genre in the EPG.

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11.5 During the Term, the DPO shall ensure that the EPG always contains the information pertaining to all the details of the programs including its schedule being shown on all Subscribed Channels in a manner approved by TVTN without any cost or fee to TVTN.

12. New, Discontinuation, Removal and Replacement of Channels

TVTN shall have the right to introduce any New Channel and/or replace and/or remove/withdraw any of the Channels as per applicable Law. Once a Channel becomes a removed Channel, the same shall cease to be made available by TVTN on A-la-carte basis and/or as part of Bouquet.

In case of any Channel being discontinued by the broadcaster, effective MRP of the Subscribed Bouquet consisting such channel(s), would get adjusted by a factor of A-la-carte price of such discontinued channel(s) to the sum of A-la-carte prices of all channels forming part of that Subscribed Bouquet.

13. Audit

13.1 The DPO shall on or before the end of every calendar year during the Term, cause Audit of its Addressable Systems, CAS, SMS and other related systems [including DPOs affiliates, subsidiaries, joint ventures, local operators (as applicable)] by an Empaneled Auditor, to verify the (a) DPO's compliance of its obligations, declarations, representations and warranties under this SLA; (b) accuracy and validity of the monthly Subscriber Reports submitted by DPO to TVTN. The Audit caused by the DPO under Clause 13 shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years. The DPO shall give thirty (30) days' prior written notice to TVTN before causing the Audit of its Addressable Systems in accordance with Clause 13. The DPO shall share the Audit Report generated by an Empaneled Auditor to this effect with TVTN within twenty four (24) hours from the receipt of such Audit Report.

13.2 In the event the DPO intends to cause any change in the configuration or in the version of the Addressable System of the DPO after issuance of the Audit Report by the Empaneled Auditor, the DPO shall notify TVTN within seven (7) days of such change. DPO further agrees that on such intimation, the provisions of the Clause 13 shall also extend to the new Addressable Systems**.**

13.3 In the event that TVTN is not satisfied with the Audit Report received from the DPO or, if it is of the opinion that the Addressable Systems being used by the DPO and/or proposed to be used by DPO do not meet the requirements specified in the Audit Manual**,** TVTN shall, after communicating the reasons in writing to the DPO, be entitled to conduct Audit as per the Audit Manual.

13.4 In the event the DPO (i) fails to provide the Audit Report on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements and/or (ii) fails to permit TVTN to conduct audit of its Addressable Systems on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements, TVTN shall be entitled to withhold the applicable Incentive and/or revoke the Incentive, if already availed by the DPO forthwith.

13.5 In the event an Audit Report, subsequent to TVTN's Audit, reveals that the Addressable Systems are not in conformity with requirements specified in the Audit Manual, due to which, an additional amount is payable to TVTN by DPO, the DPO shall, within ten (10) days from the date of such Audit Report of TVTN, pay TVTN the additional amount, along with Default Interest Rate. TVTN shall issue a debit note in accordance with GST Laws in respect of such additional amount. If the additional amount payable by DPO to TVTN under this clause including Default Interest Rate, exceeds the amount reported by the DPO for such period of Audit by two (2) percent or more, the DPO shall bear all the expenses related to the Audit. Further the DPO shall immediately take all necessary actions to rectify the errors so as to ensure that the next Report submitted for subsequent period are true and accurate.

13.6 Notwithstanding the aforesaid, if TVTN intends/proposes to conduct the Audit of the Addressable Systems of the DPO, the DPO shall extend full and timely co-operation to TVTN.

13.7 The DPO shall offer necessary assistance and cooperation to Empaneled Auditors including making available all the unedited data of its Addressable System for the entire period for which the Audit Report has not been submitted by the DPO to TVTN so that a meaningful Audit can be conducted and completed in a time bound manner.

13.8 In the event a breach of the SLA has been discovered during the course of such Audit, Empaneled Auditors shall have the right to take printouts, photocopies and computer copies of the subscriber records, or any portion thereof, reasonably required to provide evidence of such breach, and take them off the premises of the DPO and the DPO agrees to extend reasonable co-operation in this regard.

13.9 In addition to the various rights and remedies as may be available under law, any breach by or on the part of the DPO with regards to the above covenants shall be construed as material breach of this SLA causing substantial loss to TVTN. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable Law as set out above, the DPO shall be liable to pay TVTN, fair pre-estimated damages equal to Subscription Fee payable to be the DPO to TVTN for each day of default calculated on a pro-rata basis and any other damages as may be determined by TVTN on the basis of Audit Report generated during the Audit for which the DPO has been in default, to compensate TVTN.

14 Alteration of Service

14.1 DPO agrees to Distribute the Subscribed Channels in the Territory during the entire Term on an "as-is" basis and in their entirety and continuously on a 24X7X365 days basis without any break and without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-through or crawls, deletions or additions and further agrees to make the Subscribed Channels available to its Subscribers.

14.2 The DPO agrees and undertakes not to:

14.2.1 cut, edit, insert, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Subscribed Channel(s) except as may be required by any applicable Laws;

14.2.2 use any interactive technology or other interferences (such as red button) or redirect traffic from the Subscribed Channels in any manner, whether for content or for promotion;

14.2.3 cause Exhibition of any Subscribed Channel(s) and/or the Subscribed Channel's content other than in the manner of Rights Granted, or otherwise cause the Exhibition of any stills, extracts or data from Subscribed Channel(s) and/or the Subscribed Channel via Excluded Rights;

14.2.4 reformat any Subscribed Channel(s) so that it appears on less than the full screen of a television or add or super-impose any data, scrolls, crawlers, buttons or other items to any Channel(s);

14.2.5 convert, down-convert, up-convert any of the Subscribed Channels for Distribution;

14.2.6 superimpose or otherwise add any own or third-party advertising, promotions, programmes, data, content; or alter any of Intellectual Property;

14.2.7 run, display, add, superimpose anything on the DPO's EPG, including notices of disconnection or discontinuation or non-availability of television channels, multimedia graphics in such which shall materially interfere in the viewing experience of viewer.

14.2.8 distribute the Subscribed Channels in any other language other than the language in which such Subscribed Channel is provided to the DPO by TVTN

14.2.9 have any embedded functionality in Distribution System of the DPO that enables the DPO to show programmes at a time different than that of its original Linear Broadcast by TVTN.

14.3 DPO shall not store or cause to be stored in any manner whatsoever any Subscribed Channel and /or Subscribed Channel's content in its servers or facilities.

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14.4 The DPO shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that: (a) each Subscribed Channel is received only by Subscribers; and (b) restrict the Distribution of Subscribed Channels within the Territory without any spill overs.

15 **Delivery and Security**

15.1 All Subscribed Channels must be delivered by the DPO to Subscribers in a securely encrypted manner as per applicable Law and without any alteration.

15.2 The transmission specifications and infrastructure allocated by DPO in respect of the broadcast signal of Subscribed Channels by the DPO to its Subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its Distribution System.

15.3 The DPO shall, at its own cost and expense, cause the Subscribed Channels to be received only from the satellite(s) designated by TVTN from time to time and shall ensure distribution throughout its Distribution Systems on separate, dedicated channel(s) for reception by all its Subscribers.

15.4 The DPO shall not change the CAMs and / or VCs from one Equipment to another or from one slot of the CAM in the Equipment to the next slot in the same Equipment. Such change would amount to breach unless authorized by TVTN.

15.5 The Parties acknowledge and agree that in the event DPO intends to make any changes to the Addressable System's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the DPO shall intimate the same to TVTN. The DPO shall implement such changes only after prior written approval from TVTN.

15.6 TVTN may upon execution of this SLA, at the request of the DPO supply or cause to be supplied necessary Equipment to the DPO. If TVTN provides the Equipment, the DPO shall pay an interest free refundable security deposit to TVTN for such Equipment as may be informed by TVTN from time to time. The DPO shall bear any and all costs of transportation of such Equipment to DPO premises.

15.7 The DPO shall locate the Equipment at a location approved by TVTN in writing. In case the DPO requires replacement of any defective Equipment, the DPO shall pay a non-refundable service charge per Equipment for one-time replacement as may be informed by TVTN to the DPO. The Equipment shall be used by the DPO exclusively for Distribution of the Subscribed Channels for which it is issued and shall at all times remain the sole and exclusive property of TVTN and the DPO shall forthwith return or destroy the Equipment to TVTN or TVTN's authorized agent upon expiry or termination of the SLA as per the provisions and procedure laid down in this SLA. The DPO shall not request for any passwords or claim ownership of any hardware and /or software being part of the Equipment. The DPO shall not, under any circumstances, uninstall, change or attempt to change parameters, reverse engineer, remove any of its hardware or software components, decompile or disassemble the Equipment or reproduce or allow the reproduction of any of them or the technology included in them or sell or exchange or transfer the Equipment in any manner whatsoever. The DPO shall not connect or attempt to connect the Equipment or any part of the Equipment to any other systems except the Distribution System authorized under this SLA. The DPO shall procure applicable insurance for the Equipment immediately upon receipt of Equipment from TVTN. The insurance will be valid for the entire duration of the SLA.

15.8 TVTN shall not be liable for any defect in the Equipment(s), which is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the DPO or any other person. In the event the Equipment(s) is lost, stolen or damaged, the DPO shall immediately inform TVTN. In the event the DPO desires new Equipment(s) for any Subscribed Channel forming part of the Channels, the same may be issued at the discretion of TVTN on payment of such refundable security deposit as may be specified by TVTN from time to

time. In the event any of the Equipment(s) is not in use by the DPO, the same should be returned to the concerned office of TVTN immediately.

15.9 In order to take back possession of the Equipment from the DPO or for any technical services related to the Equipment which TVTN may determine, the DPO shall ensure that the personnel/representative of TVTN are allowed free and unobstructed access to the location where the Equipment is installed and take possession of the same or undertake provision of technical service for the same. The DPO shall not interfere with such procedure. Further the DPO agrees to provide necessary cooperation including continuous remote access via VPN to the Equipment for purposes of servicing, upgradation or monitoring and other services or timelines, as and when required by TVTN.

15.10 The DPO shall install decoding equipment and all other equipment necessary to receive and distribute the Subscribed Channels at its own cost and expense. The DPO acknowledges and agrees that STBs, and their installed Content Protection Systems, used by Subscribers of the Distribution System shall prohibit the use of digital outputs. The DPO further agrees to make no use, nor authorize or permit others to make use, of the Subscribed Channels or the programming on the Subscribed Channels other than as expressly set forth in this SLA. TVTN shall have the right in its sole discretion to either suspend the transmission of any or all of the Subscribed Channels by the DPO, or terminate this SLA in accordance with the Law, if the DPO distributes any or all of the Subscribed Channels in a manner not authorized or for a purpose not specifically provided for by this SLA.

15.11 The DPO shall use its best efforts to maintain for the Subscribed Channels, the quality standard afforded to other channels of the same genre in a non-discriminatory manner. The DPO shall use reasonable efforts to maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

16 **Anti-Piracy and Content Protection Systems**

16.1 In order to prevent theft, Piracy, unauthorized Exhibition, copying or duplication of any Subscribed Channel, in whole or in part, the DPO shall, prior to the commencement of the Term of the SLA and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery, security systems and Content Protection Systems, as may be specified from time to time, by TVTN.

16.216.2 The DPO shall adhere to the Anti-Piracy Obligations and Content Protection Systems set out in **Annexure B** of the SLA**.**

16.3 DPO shall deploy finger printing mechanisms to detect any Piracy through its Distribution System at least every ten (10) minutes on 24 x 7 x 365 basis. On detection of any Piracy of Subscribed Channels, the DPO shall, within one (1) hour of detection of Piracy, report the same to TVTN.

16.4 DPO shall not authorize, cause or suffer any portion of any of the Subscribed Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for Distribution by DPO at the time the Subscribed Channels are made available. If DPO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, DPO shall within ten (10) minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, notify TVTN and the DPO shall also switch off the concerned STB to prevent such unauthorized use.

16.5 If so instructed by the Information by TVTN, the DPO shall shut off or de-authorize the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time it receives such instruction from TVTN.

16.6 **Security Breach(es)** - DPO shall notify TVTN within ten (10) minutes and investigate the matter as soon as reasonably practicable but in no event later than 24 hours after DPO becomes aware of any security breach [e.g. circumvention, breach or failure of its security systems, CAS or copy control systems, the DRM, the usage rules, or DPO's servers affecting the Channels (a "**Security Breach**")]. TVTN shall have the right to require DPO to suspend the exhibition of the Channels via the Distribution System until the Security Breach is remedied. TVTN's exercise of its right to require DPO to suspend the exhibition of the Channels and hereunder shall in no event lengthen the Term under this SLA.

16.7 In instances where the DPO is the only Party that is allowed to initiate and pursue legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the DPO agrees to initiate such legal action and TVTN will provide all necessary assistance. TVTN plans to actively combat Piracy of the Subscribed Channels in the Territory and the DPO agrees to work closely with TVTN and comply with its directions in relation such efforts.

16.8 The DPO agrees and undertakes not to indulge in any Piracy of Channels and shall not indulge in any activity, including but not limited to causing spill-over of the Channels beyond the Territory, which has the effect of, or which may result into, infringement and violation of rights of TVTN under the Trademarks Act, 1999 and Copyright Act.

16.9 Any breach of the covenants set forth in the Clause 16 shall be construed as material breach of this SLA and the DPO recognizes that such breach shall cause material and substantial loss to TVTN. It is therefore mutually agreed between the parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable Law, the DPO shall be liable to pay TVTN, fair pre-estimated damages equal to Subscription Fee payable by the DPO to TVTN for each day of default calculated on a pro-rata basis to compensate TVTN.

16.10 Provided that nothing stated in clause amounts to any waiver by TVTN of its right to deactivate the signals of Channels as per applicable Law.

17 Intellectual Property

17.1 The DPO acknowledges that any and all right, title and interest in and to the Channel Marks, including names of and titles of the Subscribed Channel's content and any other names, logos, get-up and marks associated with the Channels, vest exclusively in TVTN.

17.2 Unless notified to the contrary by TVTN, in all trade references, advertising, promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by TVTN and/or its licensors, as the case maybe shall have the sole right to re-brand or rename any Subscribed Channel during the Term of this SLA.

17.3 The DPO shall not claim adversely to or challenge the rights of TVTN, any agent of TVTN or TVTN's program and Channels with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the DPO, the DPO agrees that such rights are the exclusive property of TVTN of such names and marks and agrees to renounce such rights.

17.4 The DPO shall not use any material containing any of the Intellectual Property without the prior written consent of TVTN. The DPO shall not use any Intellectual Property as part of a corporate name or of a trade name, register or attempt to register or use, directly or indirectly and whether within or outside the Territory, any of the Channel Marks (or any other marks or logos which are, in the opinion of TVTN, confusingly similar to or incorporate any of the Channel Marks) either alone or in combination with any other mark, device or other thing. TVTN reserves the right to inspect any such material at any time without prior notice.

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17.5 The DPO shall include appropriate copyright and other legal notices as TVTN may require. The DPO shall within seven (7) days after termination of this SLA return to TVTN or, at TVTN's request, immediately destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of TVTN are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to TVTN all interest in and to any graphic representation created by or for the DPO of any Intellectual Property.

18 Termination, Suspension

18.1 This SLA shall stand terminated due to the efflux of time at the end of the Term.

18.2 TVTN shall have the right to terminate this SLA and/or suspend the signals of Subscribed Channels by giving written notice in accordance with applicable Law if:

a) TVTN suspends re-transmission/broadcast of such Subscribed Channels in the Territory;
b) DPO defaults in making payment of Subscription Fee on the Due Date;
c) The DPO breaches any of its material obligations under this SLA including but not limited to the compliance with Audit requirements (as set out in the SLA), Subscriber Reports, transmitting signals of Subscribed Channels outside the Territory; Anti–Piracy Obligations and compliance of applicable Laws;
d) the bankruptcy, insolvency or appointment of receiver over the assets of the DPO;

18.3 DPO shall have the right to terminate this SLA as per applicable Law, on written notice to TVTN if:

a) DPO discontinues its business;
b) TVTN is in breach of its material obligations under this SLA;
c) in case of bankruptcy, insolvency or appointment of receiver over the assets of TVTN.

18.4 The right of TVTN to terminate this SLA shall be in addition to, and without prejudice to any other rights or remedies available to TVTN under this SLA or Law.

19 Effect of Termination

19.1 Upon termination of the SLA:

19.1.1 Any Distribution of the Channel(s) by the DPO and its Affiliates and LCOs, shall be unauthorized and illegal and the DPO shall cease to distribute or market the Channel(s) to the Subscribers in the Territory, whether directly or indirectly;

19.1.2 The DPO shall within seven (7) days from the date of termination deliver to TVTN all due and pending Subscriber Reports;

19.1.3 DPO shall pay all pending payments including interest and fair estimated damages accrued to TVTN till date of deactivation;

19.1.4 All materials and information pertaining to TVTN including Confidential Information, and Intellectual Property which are in the possession of the DPO shall forthwith be returned to TVTN and the DPO shall cease to use the same;

19.1.5 TVTN shall, in addition to and without prejudice to any other rights and remedies available under Law, be entitled to receive all outstanding monies due to TVTN including without limitation the Subscription Fee, or part thereof, interest and fair estimated damages due or to become due under the SLA and any amount due to TVTN shall immediately become payable on the date of termination;

19.1.6 The DPO shall forthwith return to TVTN all the Equipment in the same condition as they were made available by TVTN subject to normal wear and tear or dispose/destroy the Equipment as may be instructed by TVTN and provide necessary evidence of such disposal/destruction;

19.1.7 The Parties shall immediately cease to make any representations that they are associated with each other in the Territory;

19.1.8 Termination of the SLA shall not absolve the DPO of its obligations under the SLA.
19.1.9 The rights to Audit shall survive such Termination and / or Suspension of SLA.

20 **Renewal**

The Parties shall execute new subscription license agreement prior to the expiry of this SLA. If the Parties fail to execute new subscription license agreement prior to expiry of this SLA, TVTN shall disconnect the signals of the Subscribed Channels to the DPO's network, and the DPO shall, at least fifteen (15) days prior to the date of such proposed disconnection, through scrolls on the Subscribed Channels, inform the Subscribers of the date of expiry of this SLA and the date of disconnection of the signals of the Subscribed Channels.

21 **Representations / Warranties and Obligations of the Parties**

21.1 Each Party represents and warrants to the other Party that:

21.1.1 each of them is a duly incorporated and a validly existing company under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this SLA;

21.1.2 upon execution hereof, this SLA shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;

21.1.3 it has obtained, and shall maintain in full force, during the Term of this SLA, all approvals and consents necessary to perform its obligations under this SLA and operate the business it is conducting in connection with this SLA, as applicable and no consent, authorization, license or approval of any Government Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this SLA.

21.2 The DPO further acknowledges, covenants, represents and warrants that:

21.2.1 neither the DPO nor any director(s), officers(s), agents(s), employees(s), or any other persons(s) acting for or on behalf of the foregoing has (a) offered, paid, promised to pay, or authorised the payment of any money or anything of value, to any government official or Government Authority or any political party or any third party for the purpose of influencing any act or decision of such Government Authority or political party or any third party in relation to the Services or direct business to any person, in each case where such payment , offer or promise is prohibited under any applicable Law to which such entity is subject; or (b) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws.

21.2.2 the DPO, its director(s), officer(s), agents(s), employees or any other person acting for or on behalf of the foregoing has complied and shall continue to (a) comply with all applicable anti-bribery and anticorruption laws and regulations; and (b) engage only in legitimate business and ethical practices in commercial operations, in relation to dealing with any governmental officials or Government Authorities or third parties pursuant to and in relation to the services provided under this SLA.

21.2.3 for the Term of the SLA, the DPO shall be in compliance of applicable Laws including the QoS Regulations.

21.2.4 the DPO shall not cause Exhibition of the Channels via any medium other than the Distribution System.

21.2.5 the DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving Channels.

21.2.6 the DPO has obtained all necessary rights, licenses and permissions relevant to Distribution of the Subscribed Channels on its Distribution System and has submitted all the documents set out in **Annexure C** at the time of execution of the SLA, along with the signed copy of the SLA. The DPO shall furnish such other documents/information as and when required by TVTN, at its sole discretion.

21.2.7 the DPO has not received any written notice from any Government Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed.

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21.2.8 the Distribution Systems used by the DPO to exercise the rights under this SLA meet the requirements of applicable Laws, as amended from time to time, including without limitation, the Interconnection Regulations and the SLA. The DPO shall not make available any unencrypted signals or feed from its Distribution System in contravention of applicable Law, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs.

21.2.9 the DPO shall maintain for the Subscribed Channel(s) first-class signal transmission quality in accordance with the highest international industry standards, subject to the TVTN delivering the signals of Subscribed Channel(s) to the DPO of a quality sufficient to permit the DPO to reasonably comply with such standards. The DPO shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% (ninety nine point nine five percent) reliability per month [which represents service outages incurred by Subscribers not exceeding approximately 22 (twenty two) minutes per Month] without any interruption or deviation from the daily transmission schedule and shall immediately notify TVTN of any degradation to any of the Subscribed Channel(s)' signals.

21.2.10 the DPO shall upon termination or expiry of the SLA forthwith return to TVTN all the Equipment in the same condition as they were made available by TVTN subject to normal wear and tear or dispose/destroy the Equipment as may be instructed by TVTN and provide necessary evidence of such disposal/destruction.

21.2.11 the DPO shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the DPO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).

21.2.12 the DPO undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any the DPO bouquet that contains any channel with pornographic content or any gambling service.

21.2.13 the DPO has not been convicted of any offence by any competent court.

21.2.14 the DPO is financially solvent and is capable of discharging its payment obligations under this SLA.

21.2.15 the DPO shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of TVTN and shall not remove or shift any Equipment used to avail the Services, without the prior written consent of TVTN;

21.2.16 the DPO shall not shift, remove, modify, misuse or tamper with the Equipment used to avail the Services including the paper seal to prevent opening of the Equipment or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from;

21.2.17 the DPO shall ensure that the CAS and SMS deployed will comply with the requirements laid down under the Interconnection Regulations (as amended from time to time), effective from such implementation date as notified by TRAI and provide certification post testing as per the Interconnection Regulations.

21.2.18 as on the effective date of the SLA and for the Term, the DPO, its shareholders, promoters, directors and key managerial personnel/ partners do not, and shall not, have any conflict of interest in terms of the BCCI Conflict of Interest Rules and that the DPO is not in any manner associated with/ related to the BCCI, the IPL governing council or with any of the BCCI's full members, associate members, and/or affiliate members, or any of their officials. For the purposes of this clause, "**BCCI**" shall mean the Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India; and "**BCCI Conflict of Interest Rules**" means the BCCI Rules on Conflict of Interest as may be amended/revised/updated/substituted by BCCI from time to time. In the event there is any such conflict of interest during the Term, the DPO shall (a) forthwith notify TVTN of the same in writing and (b) procure necessary approvals (if required) under the BCCI Conflict of Interest Rules. However, TVTN shall have the option to forthwith terminate the SLA without notice at its discretion in the event that any such conflict of interest is notified to it by the DPO or if such conflict of interest otherwise comes to the TVTN's knowledge.

21.2.19 all information which has been provided by the DPO to TVTN in connection with this SLA is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.

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21.2.20 the obligations of the DPO under this SLA are integral and necessary for protecting the value of the Channels and the content of the Channels;

21.2.21 all restrictions imposed on the DPO and all obligations of the DPO under this SLA are reasonable and justified in light of the transactions contemplated under this SLA, are non-discriminatory, and are not greater than necessary for the legitimate preservation of the value of the Channels and the content of the Channels;

21.2.22 the DPO has carefully read the terms of this SLA and has evaluated all considerations relating to the SLA by the DPO to the terms of this SLA, and the DPO has such knowledge and experience in financial, business and industry matters that it is capable of evaluating the merits and risks of agreement to the terms of this SLA;

21.2.23 the DPO has consulted and obtained advice from its own advisers, including legal, financial, tax and technical advisors and experts, as to all matters, including all obligations of the DPO, under this SLA and on that basis believes that the terms of this SLA are suitable and appropriate for the DPO.

22 Change of Control and Independent Affiliate

22.1 The DPO shall not, without the prior written consent of TVTN, directly or indirectly, including through a subsidiary, enter into or propose to enter into a Change Event. In which event, TVTN reserves its right to deactivate the signals of its Channels as per applicable Laws.

22.2 Further, the DPO agrees and acknowledges that the DPO shall be entitled to connect or make available the signals of Channels through the Distribution System to any Independent Affiliate, only upon execution of a written agreement and clearance of all the outstanding amounts payable by the Independent Affiliate to TVTN until such time the Independent Affiliate was availing the signals of Channels under their agreement with TVTN. For the sake of clarity, it is hereby clarified that Independent Affiliate shall include the LCOs of such Independent Affiliate and/or direct subscribers to whom STBs are issued by such Independent Affiliate.

22.3 Any breach by or on the part of the DPO with regard to the above covenants shall be construed as material breach of this SLA causing substantial loss to TVTN. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable Law as set out above, the DPO shall be liable to pay TVTN, the entire outstanding amounts payable by the Independent Affiliate to TVTN, within three (3) days from the date DPO connects with the Independent Affiliate and/or makes available signals of Channels to Independent Affiliate.

23 Governing Law, Jurisdiction and Dispute Resolution

The rights and obligations of the Parties under the SLA shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of this SLA. Nothing contained in this SLA shall be construed as restricting or limiting the right of TVTN to take action for violation of its rights by the DPO under applicable Laws.

24 Regulatory Intervention

In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, Laws, ordinances, rules, by-laws or regulations , tax reforms determination or change in classification of goods or services under GST ("**Change in Law**") of any government or statutory authority in India including but not limited to the MIB and TRAI or any final un-appealable order of any competent court or tribunal which would have a material effect on either of the Parties, then the Parties shall amend this SLA or execute fresh SLA to comply with such Change in Law from the effective date of Change in Law, as mandated under the applicable Laws.

FOR DPO

FOR T.V TODAY NETWORK LIMITED

25 **Indemnification**

25.1 The DPO shall without any limitations as to time period or amounts, keep and hold TVTN and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the DPO, or actual or alleged breach of any terms of this SLA by the DPO (including but not limited to breach of any representation and warranty provided by the DPO to TVTN.

25.2 It is expressly understood and agreed between the Parties that TVTN shall have no liability or obligation whatsoever under this SLA, towards the DPO, the Subscribers or any other person or Government Authority, arising from and/or in respect of:

25.2.1 any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow TVTN's instruction, or any use of the Equipment with any apparatus or equipment not authorized by TVTN, in which event TVTN shall not be under any obligation to provide the DPO with any other Equipment;

25.2.2 any delay or failure in the performance of this SLA caused by any reason or event beyond the control of TVTN;

25.2.3 deactivation, disconnection, interruption of the Channels or termination of this SLA by TVTN in accordance with the terms of this SLA for any reason whatsoever (including without limitation on account of the non-payment of Subscription Fee by the DPO or on account of any other breach of this SLA by the DPO); or

25.2.4 failure on the part of the DPO to maintain the licenses and approvals required under applicable Law.

25.3 The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of the DPO. Nothing in this SLA or the contract(s) executed between the Subscriber and the DPO or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from TVTN or create any direct relationship between the Subscriber and TVTN.

26 **Limitation of Liability**

26.1 TVTN shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this SLA or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

26.2 Without prejudice to the foregoing, the maximum aggregate liability of TVTN for proven and awarded direct damages or losses that may arise out of or in connection with this SLA shall not exceed the Monthly Subscription Fee actually paid by the DPO to TVTN hereunder.

26.3 The Parties herein agree that TVTN under this SLA acts solely as an authorized agent of TVTN and any act done by TVTN under this SLA shall always be construed that such act done by TVTN.

27 **Entire SLA and Amendment**

The SLA, along with all Annexures and Forms shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements, understanding, communication oral or written, with respect thereto. No amendment of this SLA shall be valid unless prepared in writing and signed (physically or digitally) by each of the Parties.

28 **Amendment of SLA**

FOR DPO

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28.1 TVTN reserves its right to –

28.1.1 modify, amend, change the name, genre, language, definition, format, logo of Channels;
28.1.2 modify, amend and/or withdraw Bouquets;
28.1.3 modify, amend and change MRP of Channels;
28.1.4 modify, amend and replace the SLA or any part thereof;
28.1.5 launch, offer, withdraw, modify any conditions and/or parameters and/or Incentives and/or Promotional Offers;
as per applicable Law.

29 **Force Majeure**

TVTN shall not be responsible for any delay in or failure of performance resulting directly or indirectly from Force Majeure Event including any failure or delay in transmission of Channel(s) by TVTN. In the event the performance of TVTN's obligation hereunder is affected by a Force Majeure Event, the same shall not relieve the DPO from its obligations under this SLA including payment of Monthly Subscription Fee.

30 **Confidentiality**

The DPO shall keep in strict confidence any Confidential Information received by it from TVTN and shall not disclose the same to any person, not being a party to this SLA. The DPO shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the DPO to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis and shall also be bound by the terms of this clause. Confidential Information shall, at all times, remain the exclusive property of TVTN and the DPO shall not acquire any rights in the Confidential Information. Notwithstanding the foregoing, disclosure may be made to the extent necessary if required by court order, government agency or securities regulating body, in which case any and all documents, information or materials disclosed shall be marked "confidential" and the DPO shall notify TVTN of its intent to disclose all or part of the SLA.

31 **Notices**

All notices must be in writing sent by email, speed post, fax, personal delivery or courier to the addresses referred in this SLA, unless otherwise notified. All notices to TVTN shall be addressed to the attention of the representative referred in this SLA and to TVTN to the attention of the Distribution Head at its registered office referred in this SLA.

32 **Assignment**

32.1 Notwithstanding anything contained in the SLA, the DPO shall not have the right, without the prior written consent of TVTN, to assign or transfer the SLA or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of the Clause 32, the DPO shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channel(s) and in material breach of this SLA which shall entitle TVTN to terminate the SLA and deactivate or disconnect the signals of the Subscribed Channel(s) and take any other measures as may be lawfully appropriate.

32.2 TVTN may, at any time, assign the SLA including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as TVTN vis-à-vis the DPO. Such assignment by TVTN shall be effective on and from the date as communicated in writing by the TVTN to the DPO.

33 **Survivability**

FOR DPO FOR T.V TODAY NETWORK LIMITED

Clauses, 5 (Subscription Fee), 10 (Payment Terms), 13 (Audit), 17 (Intellectual Property), 21 (Representations/Warranties and Obligations of Parties), 23 (Governing Law, Jurisdiction and Dispute Resolution), 25 (Indemnification), 26 (Limitation of Liability), 30 (Confidentiality), and 31 (Notice) shall survive termination or expiration of this SLA.

For the avoidance of doubt, it is further clarified that the clauses pertaining to the Payment Terms, Subscription Fee, Audit, Intellectual Property, Representations/Warranties and Obligations of Parties, Governing Law and Jurisdiction, Indemnification, Limitation of Liability, Confidentiality, and Notice under the erstwhile agreements shall survive the erstwhile agreements executed between the Parties.

34 **Specific Performance**

The DPO agrees that damages may not be an adequate remedy and TVTN shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the DPO from committing any violation or enforce the performance of the covenants, representations and obligations contained in this SLA. These injunctive remedies are cumulative and are in addition to any other rights and remedies TVTN may have at law or in equity, including without limitation a right for damages.

35 **Severability**

If any provision of this SLA becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this SLA shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

36 **Data Privacy**

The DPO authorizes and consents to the use of its personal or sensitive personal information ("**Data**") by TVTN including its Affiliates, agents, representatives, advisors or sub-contractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary pursuant to this SLA including for making payments due to the DPO. The DPO understands and acknowledges that (i) the Data is the DPO's personal or sensitive personal information as understood within the meaning of the Law(s); (ii) the DPO has voluntarily and at its option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to this SLA; and (iii) the Data will or may be transferred by TVTN to another party including its Authorized Entities, for such lawful purposes as may be deemed necessary pursuant to this SLA. The use of the Data by TVTN shall be governed by the provisions of the privacy policy available at TVTN's Website. The DPO agrees and accepts to be bound by the terms thereof.

37 **Relationship between the Parties**

37.1 The relationship between the Parties shall be that of a licensor and licensee. Nothing contained in this SLA will be construed as to constitute the DPO as a joint venture, partners or agents, franchisee nor will any similar relationship be deemed to exist between the DPO and TVTN. TVTN shall not be held responsible or liable to the DPO or to any third person for any expense incurred by the DPO unless specifically set forth in this SLA including any Annexure(s) or Schedule(s), nor will TVTN be held responsible or liable to the DPO or to a third person for or on account of any of the DPO's employees or agents. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with TVTN by virtue of this SLA or by TVTN's delivery of the Subscribed Channel(s) to the DPO. This SLA between TVTN and the DPO is on principal to principal basis and is terminable in nature.

37.2 Further it is expressly agreed that the DPO is, subject to the terms and conditions of this SLA, making available the Subscribed Channel(s) to its Subscribers in its own right and in the course of its own business. The DPO is not acting on behalf of TVTN. It is expressly agreed and understood that TVTN has not given to the DPO any right to represent TVTN in any manner. Accordingly, any margin (including the discount / incentive that the DPO is, upon the

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fulfilment of the terms and conditions of the SLA, entitled to and the Distribution Margin) earned by the DPO from the Subscribers under the SLA is not a commission or amount paid in any manner to the DPO by TVTN.

38 **No Waiver**

The failure of either Party to insist, in any one or more instances, upon performance of any of the provisions of this SLA or to enforce any such provisions shall not result in the relinquishment of any such rights, shall not make such provisions or rights obsolete and such provisions and rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude any other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this SLA (or the consequences of any such breach as provided for in this SLA) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this SLA.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the SLA.

Signed For and on behalf of **DPO** **SKYLINK NETWORKS**	Signed For and on behalf of **T.V. TODAY NETWORK LIMITED**
Sign	Sign
Name	Name
Title:	Title: Authorized Signatory
Date	Date

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ANNEXURE A

REPORT FORMATS

A: Monthly subscription reports of channels or bouquets to be provided by the DPO to TVTN.

Reported Month: _____ Year: _____

Date of generation of Report: _____

Date of submission of Report by the DPO: _____

A.1 Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Table 1- Monthly subscription for a-la-carte channels

S. No.	Name of the channel	Number of unique Active Subscribers of the Subscribed Channel on 7th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 14th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 21st day of the month	Number of unique Active Subscribers of the Subscribed Channel on 28th day of the month	Monthly average subscribers of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3)+(4)+(5)+(6)]/4
1.						
2.						

Table 2- Monthly subscription for bouquets of pay channels

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S. No.	Name of the Subscribed bouquet	Name of Subscribed Channels forming part of Subscribed Bouquet	Number of unique Active Subscribers of the Subscribed Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1.							
2.							

Table 3 - Monthly subscription for DPO Bouquets

S. No.	Name of the DPO Bouquet	TVTN Bouquet(s) that are part of the DPO Bouquet	TVTN A la carte channel(s) that are part of the DPO Bouquet	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed DPO Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]/4
1.								
2.								

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For all of the above Tables 1, 2 and 3: Separate reports for the following markets by each Headend are required -

- Andaman & Nicobar Islands
- Andhra Pradesh
- Arunachal Pradesh
- Assam
- Bihar
- Chandigarh
- Chhattisgarh
- Dadra & Nagar Haveli
- Daman & Diu
- Delhi
- Goa
- Gujarat
- Haryana
- Himachal Pradesh
- Jammu & Kashmir
- Jharkhand
- Karnataka
- Kerala
- Lakshadweep
- Madhya Pradesh
- Maharashtra
- Manipur
- Meghalaya
- Mizoram
- Nagaland
- Odisha
- Puducherry
- Punjab
- Rajasthan
- Sikkim
- Tamil Nadu
- Telangana
- Tripura
- Uttar Pradesh
- Uttarakhand
- West Bengal

ANNEXURE B

ANTI-PIRACY OBLIGATIONS AND CONTENT PROTECTION SYSTEMS

The DPO shall adhere to the following Content Protection/Security obligations in addition to the provisions of the Interconnection Regulations including but not limited to Schedule III and Schedule IX of the Interconnection Regulations.

A. Content Protection Systems

1. Input/ Output Requirements for STBs.

   i. Video Input Controls. Any digital input capable of receiving non-service video signals for transmission to a television monitor must respect the instructions embedded in the Subscribed Channels and Subscribed Channel's content. DPO and TVTN further agree to hold periodic joint meetings to discuss digital piracy and potential technology solutions.

   ii. Digital Outputs. DPO shall not transmit or cause or permit the Distribution of the Subscribed Channels and Subscribed Channel's content via any digital output.

   iii. Output Control. DPO shall ensure that each STB has the capability to enable or disable individual outputs on a program-by-program basis and shall do so upon request of TVTN.

2. General Requirements

   (A) Technical Facilities; Copy Protection. DPO shall employ such full security systems and encryption and encoding procedures as are appropriate in accordance with the instructions of TVTN to prevent unauthorised persons from receiving, duplicating or retransmitting, all or any part of any Channels. Without limiting the foregoing, DPO shall employ security systems and procedures to protect the Channels from damage, theft and loss, including the following:

      (i) DPO will maintain a vulnerability management team that conducts risk assessments and reviews applicable security patches and upgrades of the Distribution System.

      (ii) DPO shall not make, authorise or permit any other person to make, any duplicate copies of the Channels without TVTN's prior written consent.

   (B) Copy Control Information. DPO shall not strip out or obscure data fields or other data packets containing the embedded technology or other encoding or watermarks (including forensic watermark) as may be embedded in the Channels and Channels content as delivered to DPO.

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ANNEXURE C

DOCUMENTS/INFORMATION TO BE SUBMITTED BY DPO

i. Copy of Audit Report, if an audit was caused by DPO in 12 months prior to execution of this SLA
ii. Schedule III compliance declaration
iii. BIS certificates for all makes & models of STB deployed by DPO after DAS implementation.
iv. Certificate from all the CAS vendors.
v. Certificate from SMS vendors.
vi. Certificate from STB vendors.
vii. License copy
viii. Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of DPO (Applicable for Company)
ix. Partnership Deed and Authorisation letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
x. Signature proof of authorized signatory (Applicable for sole proprietorship)
xi. Pan Card copy/Form 60
xii. GST Registration Certificates
xiii. TAN No.
xiv. VPN/Remote Access declaration in case of DPO's deploying PIRDs.
xv. List of associated Joint Ventures

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ANNEXURE D

LIST OF CHANNEL(S) AND BOUQUETS

A. Channels on A-la-Carte basis and MRP

Sr. No.	Channel Name	Maximum Retail Price (MRP) of Channel (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	Genre	DPO to select the Channel (Yes/No)
1	Aaj Tak HD	2.50	2.00	Hindi (News & Current Affairs)	
2	India Today	1.80	1.44	English (News & Current Affairs)	

B. Channels on Bouquets basis

The bouquets offered by TVTN are listed hereunder:

1.	NEWS BOUQUET		
Channels comprised in Bouquet	**Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month**	**DPO List Price (in INR) per Subscriber per month**	**DPO to select the Bouquet (Yes/No)**
Aaj Tak HD India Today	2.90	2.30	

c. List of FTA TVTN Channels offered on A-la-carte Basis:

Sl No.	Select/ checkbox	Name of the Channel	Genre	Language
1	☐	Aaj Tak	Hindi (News & Current Affairs)	Hindi
2	☐	Good News Today (GNT)	Hindi (News & Current Affairs)	Hindi

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Total Count of TVTN Channels to be availed on A-la-Carte Basis: ____

_____ _____

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Note:

(i) MRP is per subscriber per month and the same is exclusive of all applicable indirect taxes including but not limited to GST, cess, charges, levies, duties, or similar taxes, as applicable. All applicable taxes shall be charged by TVTN and payable by DPO.

(ii) This above applicable rates of the Channels rate card shall be read with the Interconnection Regulations and Tariff Order, as amended.

Illustrations pertaining to calculation of the Monthly Subscription Fee:

Illustrations pertaining to calculation of the Monthly Subscription Fee of Subscribed A-la-carte Channel(s) [as per clause 5.2.1 of the SLA]

Illustration A:

If the DPO has opted for Aaj tak HD and offers the same on A-la-carte basis to its Subscribers and the Monthly Average Subscriber Level for a particular month reported by the DPO is 10,000 subscribers for Aaj tak HD, then the Monthly Subscription Fee payable by the DPO for that particular month for Aaj tak HD will be calculated as below;

MRP of Aaj Tak HD	*INR 2.50*
Less: Distribution Margin (20% of MRP)=	*INR 0.50*
DPO List Price =	*INR 2.00*
Monthly Average Subscriber Level for Aaj Tak HD reported by DPO =	*10,000 subscribers*
Monthly Subscription Fee for Aaj Tak HD for that month =	*INR 20,000 (2.00 x 10,000)*

If the DPO is offering the Subscribed A-la-carte Channels to its Subscribers, in any Bouquet or Bouquets, then the Monthly Subscription Fee for such Subscribed Channels, shall be equal to the DPO List Price of such Subscribed A-la-carte Channels multiplied by the Monthly Average Subscriber Level of each Bouquet or Bouquets in which such Subscribed Channels have been placed.

Illustration B:

If the DPO has opted for Aaj tak HD on A-la-carte basis and has placed Aaj tak HD in package "X" of the DPO. The Monthly Average Subscriber Level for a particular month reported for package X by the DPO is 20,000 subscribers, then the Monthly Subscription Fee payable by the DPO for that particular month for Aaj tak HD will be calculated as below:

MRP of Aaj tak HD	*INR 2.50*
Less: Distribution Margin (20% of MRP) =	*INR 0.50*
DPO List Price =	*INR 2.00*
Monthly Average Subscriber Level for Package X reported by DPO =	*20,000 subscribers*

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Monthly Subscription Fee for Aaj tak HD for that month	=	*INR 40,000 (2.00 x 20,000)*

For Subscribed A-la-carte Channels & availed Incentive, refer to illustrations under Annexure F to understand the calculation of the Eligible Incentive Value.

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ANNEXURE E

TERM AND TERRITORY

TERM

Effective Date -_____ 20__or the date of execution of this SLA (whichever is later)

TERRITORY

Details of agreed areas for Distribution of Subscribed Channels by the DPO

Specific Area	Corresponding States/ Union Territories	Servicing Head-End Address

_____ FOR DPO

_____ FOR T.V TODAY NETWORK LIMITED

ANNEXURE F

INCENTIVE

To enhance access to diverse content comprised in the Channels, TVTN is offering Incentive as per applicable Law to the DPO as set out herein below. TVTN believes that by availing this Incentive, the DPOs will have the ability to pass on the benefit of this Incentive to the Subscribers and thus making access to Channels more affordable.

The DPO to indicate its intent to avail the Incentive, by mentioning (Yes/No):_____

By mentioning Yes, the DPO represents and agrees that:

1. The DPO has gone through the Incentive offered by TVTN in its entirety and in true spirit and is desirous of availing the Incentives under this SLA.
2. The DPO shall be eligible for the opted Incentive by complying with the respective Incentive qualifying parameters and by providing Qualifying Reports in the formats set out in **Table B in** this **Annexure F** to TVTN**.**
3. On such compliance, the DPO shall share the Qualifying Reports with TVTN for calculation of the applicable Incentive. Basis the calculations provided by TVTN to DPO and subject to eligibility, TVTN shall intimate (emails permitted) the DPO of the entitled incentive value (Eligible Incentive Value) upon receipt of Qualifying Report. On receipt of the same, DPO shall raise duly signed invoices (preferably digitally signed) in accordance with GST Laws towards the Eligible Incentive Value on TVTN within 3 days from date of receipt of said intimation from TVTN. The DPO's invoice towards such Eligible Incentive Value shall refer to the GSTIN of TVTN included in the TVTN'S invoice towards Subscription Fee.
4. The amount payable as per the invoice raised by DPO in accordance with GST Laws towards Eligible Incentive Value (subject to applicable withholding tax/TDS and other deduction as per applicable Laws) shall be adjusted against the outstanding Subscription Fees payable by the DPO to TVTN, or where there is no outstanding Subscription Fees, such Eligible Incentive Value shall reflect as a credit balance, provided all the conditions listed under this Annexure F with respect to availing Incentive are met. The Parties agree that such adjustment will be construed as payment of respective fees, as applicable.
5. The Eligible Incentive Value payable by TVTN in respect of Incentive shall be exclusive of GST, cess, charges, levies, duties, or similar taxes, as applicable, unless the DPO has opted for the composition scheme in which case the Eligible Incentive Value will be inclusive of GST.
6. In due compliance of its obligations, DPO shall remit the GST so charged (if any) from TVTN, subject to a valid invoice / debit note, (as well as e-invoice as may be applicable) to the appropriate Government Authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables TVTN to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on TVTN) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to TVTN under its appropriate GST registration under applicable laws for non-payment of taxes charged to TVTN or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTN platform), then the DPO shall rectify the said non-compliances/errors to ensure that TVTN gets the credit in the subsequent month. In the event, the noncompliance/ error is not rectified by the DPO as above, then TVTN shall have the right to set off such shortfall (including any past shortfall under any agreement) against the subsequent payments of the Eligible Incentive Value to the DPO or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the DPO. If the DPO is blacklisted or its compliance rating falls below the prescribed limit, tax charged by the DPO in the invoice would be paid by TVTN only after the credit is reflected on GSTN platform.
7. Eligible Incentive Value to be paid by TVTN shall be subject to deductions as prescribed under any applicable law including but not limited to GST and Income Tax Act, 1961.
8. If at any time during the course of this SLA, the DPO registers itself as a "Casual Taxable Person" for the purpose of GST pursuant to its performance under this SLA, then all invoices will be raised by the DPO for incentive while it is validly registered as a "Casual Taxable Person".
9. If TVTN has already paid the Eligible Incentive Value and there is a decrease in the same, then DPO will issue to TVTN a credit note for the differential amount. The credit note should be issued in accordance with applicable Laws.

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10. If there is an increase in Eligible Incentive Value due to provision of additional [services/goods], then the DPO will issue to TVTN a debit note for the differential amount. The debit note should be issued in accordance with applicable GST Law.
11. All invoices, credit notes and debit notes issued by the DPO must set out the various taxes that are charged including but not limited to the GST and must be issued in accordance with the applicable Laws and should be sent to TVTN within [7(seven)] days of issuance. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note, then TVTN will not be required to pay any such taxes and such taxes will be borne by the DPO.
12. The DPO shall nominate a person who will be single point of contact for TVTN for all communication regarding any discrepancy on GSTN reporting by DPO.
13. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under the SLA, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.
14. As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this SLA), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.
15. The DPO's compliance of the terms of this **Annexure F**, shall be in addition to DPO's compliance of the rest of the terms of this SLA.
16. The DPO shall not be entitled for any Incentive(s) in the event-

16.1.1 The DPO fails to comply with any of the terms and conditions of the SLA and/or

16.1.2 The DPO fails to meet any of the Incentive qualifying parameters and/or fails to submit the Qualifying Reports in the prescribed format in **Table B in** this **Annexure F** on or before the Qualifying Report Deadline and/or

16.1.3 There is a discrepancy between the Subscriber Reports and Qualifying Report submitted by DPO.

With reference to availing Incentive under this Annexure F by the DPO, TVTN shall have the right to audit the Addressable Systems, CAS, SMS and other related systems of the DPO by an auditor duly authorized by TVTN or Empaneled Auditor to verify the DPO's compliance of its obligations, declarations, representations and warranties under this Annexure F including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by the DPO to TVTN for availing such Incentive hereunder. If during the Audit it is revealed that the DPO has misrepresented any information contained in the Qualifying Report or any item having a bearing on the computation of the opted Incentive and/ or the Monthly Subscription Fee payable by the DPO, without prejudice to TVTN's rights under this SLA and applicable Laws, TVTN shall be entitled to revoke the Incentive availed by the DPO and/or if TVTN has already paid the Eligible Incentive Value, then the DPO shall be liable to issue a credit note in accordance with applicable GST Laws to TVTN of the Eligible Incentive Value already paid by TVTN.

FOR DPO

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INCENTIVE SCHEME

TVTN is offering Incentive on Subscribed A-la-Carte Channels and Subscribed Bouquet subject to fulfilling the conditions detailed hereinbelow.

Objective	To ensure reach and access of Channels to target subscriber/consumers base of the Platform including to under-served markets.
Eligibility Condition	Providing the Qualifying Reports on or before the Qualifying Report Deadline.
Incentive Qualifying Parameters	I. Incentive for Focus Market
	DPOs shall be entitled to Penetration Incentive of 15% on the applicable subscribed A-la-carte Channels and Subscribed Bouquet in the respective Focus Market(s) provided that the DPO satisfies the following conditions for the respective channels individually: a) Achieving Penetration Level(s) of the respective channel as set out in Table A on its Active Platform Subscriber Base in the Focus Market where the DPO is present.
	II. Incentive for markets other than Focus Markets (i.e. States of Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry, Andaman & Nicobar Islands).
	DPOs shall be entitled to Incentive of 15% on all subscribed A-la-carte Channels and Subscribed Bouquet in markets other than Focus Market provided that the DPO submits the Qualifying Report within the Qualifying Report Deadline.

Active Platform Subscriber Base shall mean the subscribers who have subscribed to broadcasting services from the DPO.

Active Platform SD Subscriber Base shall mean the Active Platform Subscriber Base who have subscribed for only SD Channels from the DPO.

Active Platform HD Subscriber Base shall mean the Active Platform Subscriber Base who have subscribed for one or more HD channels from the DPO.

Focus Market shall mean the markets as set out in **Table A** where the DPO has Active Platform Subscriber Base.

Penetration Level shall mean the penetration of Subscribed Bouquets or Subscribed A-la Carte Channels achieved by the DPO in a Focus Market.

Qualifying Report shall mean the reports to be provided by the DPO in the format set out in Qualifying Reports Section, on or before the Qualifying Report Deadline.

Qualifying Report Deadline shall mean seventh (7th) day from the end of each calendar month, on or before which, the DPO has to provide the Qualifying Report to TVTN.

FOR DPO

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Note: For the purpose of calculation of Active Platform Subscriber Base, Active Platform SD Subscriber Base Active Platform HD Subscriber Base and Penetration percentage (%) for a particular month the average subscriber numbers of 7th, 14th, 21st, & 28th of that particular month will be considered.

TABLE A

Lead Channel	Focus Market	Penetration Level Required
Aaj Tak HD	Hindi Speaking Markets (HSM) - All States & Union Territories (UT) excluding Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry, Andaman & Nicobar Islands	75%
India Today	All India	10%

TABLE B

QUALIFYING REPORTS

Distribution Incentive Report:

Table 1: DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

No.	State	Subscriber Base	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Monthly Average Active Subscribers
	(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	State 1	Active Platform SD Subscriber Base					
2	State 1	Active Platform HD Subscriber Base					

Table 2: DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

In case any of the Subscribed Bouquets or Subscribed A-la-Carte channels are made available in multiple DPO packages, separate line item will be required for each DPO package.

For all Subscribed Bouquets the DPO shall provide the channel level reports in the same format as detailed below:

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State	Bouquet Code	Bouquet Name	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Month & Year

For all Subscribed A-la-carte Channels the DPO shall provide the channel level reports in the same format as detailed below:

State	ALC Code	A-l-a-carte Channel Name	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Month & Year

Templates of all Qualifying Reports (in Microsoft Excel):

The DPO can obtain the Qualifying Reports format in Microsoft Excel upon request from TVTN and also available on TVTN's Website.

FOR DPO

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ANNEXURE G

EQUIPMENT DETAILS

I. Registration No. (under the Cable Television Networks (Regulation) Act, 1995, DAS Guidelines, DTH Guidelines, HITS Guidelines, IPTV Guidelines, as amended, as applicable)– _____

II. Address in the Registration Certificate -

III. Details of Head-end, Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by DPO

IV. Installation Address(es) of CAS and SMS server

Details of CAS & SMS deployed by the DPO									
	CAS					**SMS**			
Sl. No.	**Make**	**Version**	**Network ID**	**CAS ID**	**CAS Server installation address**	**Make**	**Version**	**Network ID**	**SMS Server installation address**
1									
2									
3									
4									
5									

V. Viewing Card and & IRD Details (DPO to declare the entire list and attach extra sheet if required):

Channel	**IRD/PIRD/CAM No.**	**Viewing Card No.**	**IRD/PIRD placed Headend Details**	
			Name of the Headend	**Address of the Headend**

VI. **List of LCO (applicable if DPO is an MSO):** (DPO to declare the entire list and attach extra sheet if required)

_____ FOR DPO

_____ FOR T.V TODAY NETWORK LIMITED

ANNEXURE H

INTERCONNECT AGREEMENT DETAILS

Subscription License Agreement dated _____ for the period commencing from _____ to _____, including amendments (if any), executed between TVTN and DPO.

_____ FOR DPO

_____ FOR T.V TODAY NETWORK LIMITED

ANNEXURE I

INVOICE ADDRESS AND GSTIN

S. No.	States / Union Territories ("UT") within the Territory	GSTIN (to be used for billing the subscribers for these States/UT)	Full Address for this location as per GST registration certificate
1.	Andaman & Nicobar Islands		
2.	Andhra Pradesh		
3.	Arunachal Pradesh		
4.	Assam		
5.	Bihar		
6.	Chandigarh		
7.	Chhattisgarh		
8.	Dadra & Nagar Haveli		
9.	Daman & Diu		
10.	Delhi		
11.	Goa		
12.	Gujarat		
13.	Haryana		
14.	Himachal Pradesh		
15.	Jammu & Kashmir		
16.	Jharkhand		
17.	Karnataka		
18.	Kerala		
19.	Lakshadweep		
20.	Madhya Pradesh		
21.	Maharashtra		

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22.	Meghalaya		
23.	Mizoram		
24.	Nagaland		
25.	Odisha		
26.	Puducherry		
27.	Punjab		
28.	Rajasthan		
29.	Sikkim		
30.	Tamil Nadu	**33CCJPS4784G2Z5**	**28/8, Thudiyalur Main Road, KCT Tech Park Opp,Saravanampatti, Coimbatore, Tamil Nadu, 641035**
31.	Telangana		
32.	Tripura		
33.	Uttar Pradesh		
34.	Uttarakhand		
35.	West Bengal		
36.	Manipur		

Please attach the attested copies of the GST registration certificate(s) of the GSTINs provided above.

FOR DPO

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ANNEXURE J

ADDITIONAL DISCLOSURES

	Yes	No
Conflict of Interest: Whether the DPO is a related party to any TVTN employee?		

If yes, please provide details:

_____

_____

_____

_____

Whether the DPO is a state-owned enterprise or a Govt Company?		

If yes, please provide details:

_____

_____

_____

_____

_____

_____

Whether Key Management Personnel from DPO is a Govt Official?		

If yes, please provide details:

_____

_____

_____

_____

_____

_____
For DPO

_____ _____
FOR DPO FOR T.V TODAY NETWORK LIMITED

REFERENCE INTERCONNECT OFFER OF TV TODAY NETWORK LIMITED (FOR INTERNET PROTOCOL TELEVISION SERVICE (IPTV) OPERATOR)

The terms and conditions of this Reference Interconnect Offer are drafted pursuant to the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, both as amended from time to time.

The DPO may reach out to the following representative for availing signals of Channels and/or any grievance(s):

Distribution Platform	**Name**	**Contact No.**	**Email ID**	**Address**
Internet Protocol Television Service (IPTV)	Mr. K R Arora	0120-4807100 (Extn. 7325)	Krishan.Arora@aajtak.com	FC-8, Sector-16A, Film City, Noida-201301, Uttar Pradesh

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("**SLA**") is executed on the 18th day of April, 2024 by and between:

T.V. TODAY NETWORK LIMITED, a company incorporated and registered under the Companies Act, 1956, having its GSTINs 07AABCT0424B3Z0 (Delhi with Address at First Floor, F-26, New Delhi, Delhi 110001), 19AABCT0424B1ZX (West Bengal with Address at 52, Jawahar lal Nehru Road, 4th Floor, Kolkata, West Bengal 700071), 36AABCT0424B1Z1 (Telangana with Address at 6-3-885/7/B, Somajiguda, Hyderabad, Telangana 500082), 27AABCT0424B1Z0 (Maharashtra with Address at ONE INDIABULLS CENTRE 1201, 12th Floor, Tower 2A, S B MARG, Lower Parel (West), Mumbai, Maharashtra, 400013) and 29AABCT0424B1ZW (Karnataka with Address at 2nd Floor, 201 - 204, Richmond Tower, 12 Richmond Road, Bengaluru, Karnataka 560025) bearing PAN AABCT0424B, and having its registered office at F-26, First Floor, Connaught Circus, New Delhi -110001 (hereinafter referred to as "**TVTN**", which shall include its successors and assigns);

AND

DPO (M/s): SKYLINK NETWORKS

DPO's Status (Mention Yes/No**):**

Company		Individual	
Partnership Firm		HUF	
Proprietorship Firm	Yes	Other	

DPO's license/ registration:

Status of registration / licenses of the DPO (IPTV)	Name of registrant/ / license holder	Registration No.	Registered area of operation/, as per registration/license (if applicable)	Val dity	
				From	To
IPTV	SKYLINK	N-45009/9/2023-	COIMBATORE	10-04-2023	

DPO

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	NETWORKS	DAS			

Registered Office Address (if applicable):

Address	28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti, Coimbatore, 641035						
City:	Saravanampatti	District:	Coimbatore	State:	Tamilnadu	PIN:	641035

Correspondence Address/Address for Notice as per clause 31 of SLA:

Address	28/8, Thudiyalur Main Road, KCT Tech Park Opp, Saravanampatti, Coimbatore, 641035						
City:	Saravanampatti	District:	Coimbatore	State:	Tamilnadu	PIN:	641035

Tel. No.:

PAN No: **CCJPS4784G** TAN No :

CIN No :

Contact Person Name (Mr./Ms.): Mr. KUPPUSAMY SENTHILKUMAR

Mobile No.: E-mail ID:

Name of Authorized Signatory (Mr. / Ms.): Mr. KUPPUSAMY SENTHILKUMAR

Mobile No.: E-mail ID:

*[hereinafter referred to as the "**DPO**", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("*HUF*")].*

TVTN and the DPO are hereinafter individually referred to as a "**Party**" and collectively, as the "**Parties**".

WHEREAS TVTN and/or its Affiliates, are the owner(s)/licensee(s) of various rights under the Copyright Act, in respect of the Channels (defined herein below).

WHEREAS various DPOs are desirous of retransmitting signals of Channels, to their respective subscribers.

AND WHEREAS by virtue of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time ("**Interconnection Regulations**") read with the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended from time to time ("**Tariff Order**"), TVTN is required to offer and publish technical and commercial terms and conditions which would form the basis of a license agreement with DPOs who are desirous of retransmitting/rebroadcasting signals of Channels. Accordingly, the present Reference Interconnect Offer ("**RIO**") is

DPO For T.V. Today Network Limited

being offered and published by TVTN. However, this RIO is without prejudice to TVTN's rights, remedies and contentions under applicable Laws, equity or otherwise and subject particularly to the outcome in –
i. Writ Petitions bearing nos. 5161/2014, 506/2016, 4135/2017, 4091/2017, 7017/2017, 6915/2017, 53/2019, 180/2019, 9431/2019 and 13779/ 2019 pending before the Hon'ble Delhi High Court; ii. Civil Appeal Nos. 2847-2854 of 2011, 7247 of 2011, 3896 – 3903 of 2011, 3728 of 2015, 11494 of 2018, 11834 of 2018, 6001-6003 of 2019 pending before the Hon'ble Supreme Court;
iii. Appeal No. 1 and 2 of 2016 pending before the Hon'ble TDSAT; and iv. Writ Petitions bearing nos. 1416/2020, 1419/2020, 1421/2020 and 1426/2020 pending before the Hon'ble Madras High Court.

Any DPO of Television Channels, [as defined in Clause 2 sub clause (s) of the Interconnection Regulations] intending to avail the signals of Channels is required to execute the SLA, offered by TVTN for execution, on an "as-is" basis and without making any unilateral changes/modifications. It is only on execution of the entire SLA by both the Parties, that it shall form a binding license agreement for rebroadcast / retransmission of the signals of Channels. The terms of this RIO shall override all the previous Reference Interconnect Offer(s) executed between the Parties hereto.

Both Parties agree that the DPO had entered into Interconnect Agreement including amendments for the period as detailed in Annexure H of the SLA.

Needless to add, to avail the signals of Channels under this SLA, the DPO shall clear the entire outstanding subscription fees due and payable to TVTN for the period upto the date of commencement of this SLA and shall demonstrate/ensure compliance of all the statutory/regulatory directives including but not limited to mandates as prescribed under Schedule III, Schedule IX and Schedule X of the Interconnection Regulations.

It is hereby clarified that in order to be eligible to execute this SLA and avail the signals of Channels, the DPO shall not be in default of payment to TVTN in terms of second proviso of Clause 3(2) of the Interconnection Regulations. It is further clarified that execution of this SLA shall not absolve the DPO from any of the pending contractual or statutory obligations/liabilities arising of the previous Agreements including causing any pending Audit(s) etc. Accordingly, the DPO shall not have any outstanding amounts due and payable to TVTN in terms of the prevailing interconnection agreement(s) as on the date of execution of this SLA.

However, execution of this SLA and provision of signals under this SLA shall not amount to a waiver by TVTN of its right to claim all outstanding subscription fees under the erstwhile agreement(s) and TVTN shall be within its rights to claim the same including termination of this SLA, as per applicable law, for non-clearance of all outstanding dues under the erstwhile agreement/s.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In this SLA, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder or as assigned to them under applicable Laws. Additionally, there are other defined terms in the SLA which shall have such respective meaning as have been assigned to them throughout the SLA.

1.1 "**Act**" shall mean the Telecom Regulatory Authority of India Act, 1997, as amended from time to time;

1.2 "**Active Subscriber**" shall mean a subscriber who has been authorized to receive signals of Subscribed Channels as per the SMS and whose Set Top Box has not been denied signals;

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1.3 "**SD Active Subscriber**" shall mean a subscriber who has been authorized to receive Signals of Subscribed SD Channels as per the SMS and whose Set Top Box has not been denied signals;

1.4 "**HD Active Subscriber**" shall mean a subscriber who has been authorized to receive Signals of Subscribed HD Channels as per the SMS and whose Set Top Box has not been denied signals;

1.5 "**Addressable System(s)**" shall mean an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of transmission of programmes including retransmission of signals of Television Channels can be sent in encrypted form, which can be decoded by the device or devices, having an activated CAS at the premises of the subscriber within the limits of authorization made, through CAS and SMS, on the explicit choice and request of such subscriber, by the DPO to the subscriber;

1.6 "**Affiliate**" of a Party (the "**Subject Person**") shall mean (i) in case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, is controlled by or is under common control with the Subject Person, and (ii) in case of any Subject Person that is a natural Person, his/her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons;

1.7 "**A-la-carte**" or "**A-la-carte Channel(s)**" with reference to this SLA shall mean offering of Television Channel(s) individually on a standalone basis;

1.8 "**Authority**" or "**TRAI**" shall mean the Telecom Regulatory Authority of India established under sub-section (1) of Section 3 of the Act;

1.9 "**Audit**" shall mean the Technical Audit and Subscription Audit to be conducted by the Empaneled Auditor, of the Distribution Systems of the DPO, including but not limited to CAS, SMS, encryption systems, Content Protection Systems, financial documents, etc. as per the Audit Manual and as detailed in Clause 13 of the SLA;

1.10 "**Audit Manual**" shall mean the requirements for conducting the Audit as per applicable Law and set out by TRAI vide Interconnection Regulations, and The Telecommunication (Broadcasting and Cable) Services Digital Addressable Systems Audit Manual dated November 8, 2019, as amended from time to time;

1.11 "**Audit Report**" shall mean the report generated by the Empaneled Auditor as further detailed in Clause 13 of the SLA;

1.12 "**Bouquet**" shall mean an assortment of distinct Television Channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly. Bouquet of Channels for the purpose of this SLA shall mean TVTN's Bouquet of Channels listed in **Annexure D** hereto which may be amended from time to time as per applicable Law;

1.13 "**Broadcaster**" shall mean a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing television broadcast of Television Channels;

1.14 "**Business Day**" shall mean any day, other than a Saturday and Sunday, on which banks in

Mumbai remain open for business;

1.15 "**BIS**" shall mean Bureau of Indian Standards;

1.16 "**Carriage Fee**" shall mean any fee payable by a Broadcaster to the DPO only for the purpose of carrying its television channels through the DPO's network, without, specifying the placement of such channels onto a specific position in the Electronic Programme Guide or, seeking assignment of a particular number to such channels;

1.17 "**Cable Service**" or "**Cable TV Service**" shall mean the transmission of programmes including retransmission of signals of Television Channels through cables;

1.18 "**Cable Television Network**" or "**Cable Tv Network**" shall mean any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;

1.19 "**Central Government**" shall mean the Government of India;

1.20 "**CAS**" shall mean the conditional access system maintained by the DPO in accordance with the Interconnection Regulations and the terms of this SLA, which shall have the ability to authorize, provide and deny specific
Channels, data, or information to Subscribers and which meets the requirements set out in the Interconnection Regulations (as amended);

1.21 "**Catch Up Rights**" shall mean the right to make available the Subscribed Channel or Subscribed Channel's content to Subscribers on an on-demand basis, at any time after the original linear Distribution of the Subscribed Channel;

1.22 "**Change Event**" shall mean any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the DPO or any change of control or change in the management or acquisition of majority stake or controlling stake of the DPO or acquisition by the DPO of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the DPO's assets and/ or purchasing the whole or a substantial portion of the assets of another entity;

1.23 "**Channel(s)**" shall mean the standard definition and high definition Pay and Free-To-Air Television Channels of TVTN, as set out in **Annexure D** of the SLA, which list may be amended from time to time as per applicable Law;

1.24 "**Channel Marks**" shall mean the trade names, trademarks, logos and service marks and characters used by TVTN from time to time in connection with the services including without limitation the television channels, programmes, the titles and content of such programmes, television equipment or related services provided by TVTN and/or its Affiliates or its licensors, specified by TVTN or otherwise notified in writing by TVTN from time to time;

1.25 "**Competing Channels**" shall mean channels of similar genre and language of competing Broadcasters;

1.26 "**Confidential Information**" shall mean (a) any information concerning the organization,

business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Affiliates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the Parties, (b) any material or information disclosed by either Party for the purposes of this SLA (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

1.27 "**Consumer Premise Equipment**" or "**CPE**" means the components and accessories installed at the premises of the subscriber to enable the reception of broadcasting services related to television provided through addressable systems and includes cable wire, set top box, remote control for set top box, dish antenna, low noise block converter or any other equipment which may be necessary to receive broadcasting services related to television;

1.28 "**Content Protection Systems**" shall mean and include effective technological measures applied for providing conditional access delivery and content protection and security systems, and related physical security and operational procedures including all such security measures and systems specified by TVTN from time to time, which is to be deployed, installed, maintained, and enforced by the DPO;

1.29 "**Copyright Act**" shall mean Copyright Act 1957, as amended from time to time;

1.30 "**Default Interest Rate**" shall mean simple interest applicable on delayed payment or short payment from the date the payment was due until realization of full payment and such interest shall be computed at the rate of 2% (two percent) per month on the payment that is due;

1.31 "**Direct to Home Operator**" or "**DTH Operator**" shall mean any person who has been granted license by the Central Government to provide Direct to Home (DTH) service;

1.32 "**Direct to Home Service**" or "**DTH Service**" shall mean re-transmission of signals of Television Channels, by using a satellite system, directly to subscriber's premises without passing through an intermediary such as Local Cable Operator or any other DPO of Television Channels;

1.33 "**Distribution Margin**" shall mean the DPO's share of revenue for the Distribution of Subscribed Channels to Subscribers and it does not include Carriage Fee. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s), multiplied by the Monthly Average Subscriber Level;

1.34 "**Distribution System**" or **"Platform**" shall mean the distribution network of a DPO for Distribution of the Subscribed Channels in an encrypted manner as per applicable Law;

1.35 "**Distribution Platform Operator**" or "**DPO**" shall mean the distributor of Television Channel(s) being IPTV Operator;

1.36 **"DPO List Price"** shall mean the rate applicable to DPO as mentioned in the Annexure D of the SLA, which is MRP of A-la-carte Channel(s**)** and/or Bouquet of Channels less the Distribution Margin;

1.37 **"Doordarshan"** (**"DD"**) means the autonomous public service founded by the Government of

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India, which is owned by the Broadcasting Ministry of India and is one of the divisions of Prasar Bharati;

1.38 **"Doordarshan Television Terrestrial" ("DTT")** means the services of Doordarshan including television,
radio, online and Mobile services provided throughout metropolitan and regional India, as well as overseas. DTT are specifically excluded from the purview of the applicable Laws and this SLA;

1.39 **"Due Date"** shall mean the date of expiry of the 15 (fifteen) day period commencing on the date of receipt of invoice by the DPO from TVTN;

1.40 **"Digital Video Recorders" ("DVR")/ "Personal Video Recorders" ("PVR") Service** shall mean a service which enables subscribers to copy, record, time shift, pause, forward or rewind individual programmes broadcast on the channels;

1.41 "**Distribute**" or "**Distribution**" shall mean the retransmission and/or rebroadcast of the signals of Subscribed Channels by the DPO to the Subscribers;

1.42 "**Effective Date**" shall mean the date of commencement of this SLA as defined in Annexure E of the SLA;

1.43 **"Electronic Programme Guide" or "EPG**" shall mean a program guide maintained by the DPOs of Television Channels that lists Television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;

1.44 **"Empaneled Auditor"** shall mean Broadcast Engineering Consultants India Limited or an auditor empaneled by the Authority for conducting the Audit;

1.45 **"Equipment(s)"** shall mean any and all hardware/ software and other devices, including but not limited to IRD(s), CAM(s) and the paired Viewing Card(s);

1.46 **"Excluded Rights"** shall mean all rights which are excluded under this SLA pursuant to Clause 8.2 of the SLA and which are reserved exclusively by TVTN;

1.47 "**Exhibition**" **or "Exhibit"** shall mean exhibition, broadcast, transmission, Distribution, communication to the public and/or making available the Subscribed Channels and Subscribed Channel's content;

1.48 **"Force Majeure Event"** shall mean any cause which is beyond the reasonable control of the affected party, including acts of God, earthquake, storm, lightning, flood, explosion, fire, sabotage, quarantine, epidemic, pandemic, arson, civil disturbance, terrorist attack, war or warlike situation and acts of a similar nature or satellite failure or satellite jamming, which may affect the transmission of Television Channel(s) by TVTN;

1.49 **"Forms"** shall mean Form for Amendment of Territory of DPO and Form for Amendment of Subscribed Channels and Subscribed Bouquets, or any other form as available on TVTN's Website;

1.50 **"Free-to-Air Channel"** shall mean a Television Channel which is declared as such by the

Broadcaster and for which no fee is to be paid by the DPOs of Television Channels to the Broadcaster for signals of such Television Channel;

1.51 "**GST**" shall mean the Goods and the Services Tax which includes the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') / Union Territories Goods and Service Tax ('UTGST') and/or the Integrated Goods and Services Tax ('IGST') as may be applicable which are levied under the GST Legislations;

1.52 "**GST Laws**" shall mean (a) The Central Goods and Services Act, 2017, as amended from time to time; (b) The Integrated Goods and Services Act, 2017, as amended from time to time; (c) The Union Territory Goods and Services Act, 2017, as amended from time to time; (d) The Goods and Services Tax (Compensation to States) Act, 2017, as amended from time to time; (e) The State GST Act passed by each State in its legislature or any other present and future GST related laws in force in the territory of India;

1.53 **"Governmental Authority"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT, Copyright Board, Department of Telecommunications, Department of Industrial Policy & Promotion or any other body or authority regulating the broadcasting and distribution of channels in India;

1.54 **"HD Subscriber Base"** shall mean the total number of subscribers of High Definition Television Channels who are connected to the DPO's Distribution System, for the Territory, and have subscribed to one or more High Definition Television Channels of any Broadcaster, on A-la-carte or Bouquet basis from the DPO;

1.55 "**Head End In The Sky Operator**" or "**HITS Operator**" shall mean any person permitted by the Central Government to provide Head End In The Sky (HITS) Service;

1.56 **"Head End In The Sky Service"** shall mean transmission of programmes including retransmission of signals of Television Channels-(i) to intermediaries like Local Cable Operators or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers by using satellite system and its own cable networks;

1.57 "**High Definition**" or "**HD**" shall mean Linear Broadcast of Television Channel in any resolution that is 1080 vertical lines of resolution or less (but at least 720 vertical lines of resolution) and 1920 lines of horizontal resolution or less (but at least 1280 lines of horizontal resolution);

1.58 "I**nterconnection Regulations**" shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time;

1.59 "**IRD**" shall mean an authorization device which includes decoder, receiver or integrated receiver-decoders as set out in **Annexure G** of the SLA, which is owned, operated and supplied by TVTN and which is used in conjunction with a compatible Viewing Card in order to receive and decode each of the linear Channels by the DPO. For the avoidance of doubt, IRDs shall also include PIRDs which are procured by the DPO, at its own cost, to receive and decode the linear Channels;

1.60 **"Incentives"** shall mean the incentives as set out in Clause 6 of SLA as may be amended from time to time;

1.61 **"Independent Affiliate"** for the purposes of this SLA shall mean any DPO of Television Channels who is or was availing the signals of the Channels directly from TVTN in terms of a separate agreement between TVTN and the Independent Affiliate and shall include its LCOs and/or direct subscribers to whom STBs are issued by such Independent Affiliates;

1.62 **"Information"** shall mean communication from TVTN along with instructions for shut off or de-authorization of the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time of receipt of such Information. For this purpose, Information shall include all communication from TVTN via telephonic message, fax etc. which is later confirmed through e-mail by a person(s) who is designated to send such Information;

1.63 "**Intellectual Property**" shall mean copyright (including moral rights), patent, registered design, design right, marks, Channel Marks, trade secret, confidential information, or other intellectual property right or proprietary right or any right similar or analogous to any of the foregoing, whether or not registered and whether or not registrable, or any right or interest of any kind arising out of or created in respect of any of the foregoing or any right to bring an action for passing off or any similar or analogous proceeding, owned or controlled by TVTN, its Affiliate(s) or their licensee including all rights, titles and interest in the programming of the Channels or any mark of the rights holders of any programming exhibited on the Channels on which TVTN and its licensors shall have the sole and exclusive rights. Intellectual Property shall also include all rights, titled and interest in events and programmes, advertisements, messages and the like included in the Channels and that may be determined by TVTN and its licensors at their sole discretion from time to time;

1.64 **"Interactive TV Service and Functions"** shall mean the television service, interactive technology, function or service whether now known or hereafter invented, developed or released, that provides users with interactive capabilities whereby in response to any individual user's demand such user is able to (a) access or demand and/or select from a range of viewing options an enhanced or specific viewing experience, (b) access on demand data and/or information in textual form, (c) be connected to any website, information, e-commerce or on-line service; and/or (d) view data and information (in addition to the audiovisual content), to manipulate audio and/or audiovisual content and/or to carry out any transaction or interaction with any person including by means of a return path;

1.65 **"Internet"** shall mean the openly accessible network of interconnected computer networks, also known as the World Wide Web ("WWW"), or any multi-node data delivery network for point-to-point or point-to-multipoint transfer of digital information (including but not limited to video, audio, software, and text) using defined protocols (e.g. TCP/IP or any successor or related technology) and linked by any transmission means, including transmission by broadband, wireless, satellite, coaxial or fibre optic cable, fixed line, wi-fi, Wimax or Mobile;

1.66 **"Internet Protocol Television Service"** or **"IPTV Service"** shall mean delivery of multichannel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;

1.67 **'Internet Service"** shall mean any service(s) which enables the Distribution and/or Exhibition of Subscribed
Channels and Subscribed Channel's content via the Internet, including but not limited to online video services, OTT, Web TV, Internet TV etc.;

1.68 **"Joint Venture(s)"** shall mean the connected Affiliates, subsidiary companies and/or joint ventures of the DPO who are availing the signals under this SLA irrespective of whether they have executed a separate agreement or otherwise;

1.69 **"Law(s)"** shall mean all applicable laws, statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, standards and orders, including amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) any rules, directions, regulations, guidelines, and code of conduct of the MIB and TRAI that may be amended from time to time (c) The Copyright Act (including amendments thereto); (d) Cable Television Networks (Regulation) Act, 1995 and Rules 1994, as amended from time to time; (e) relating to tax, consumer and/or product safety (f) relating to data privacy laws and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment; (g) the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent), (h) the UK Bribery Act 2020, (i) trade restrictions (i.e., customs, export and import controls, sanctions and embargoes) including United States of America trade restrictions, and pricing, or distribution of the Television Channel(s) through the DPO Platform(s);

1.70 "**Local Cable Operator**" or "**LCO**" shall mean a person registered under Rule 5 of the Cable Television Networks Rules, 1994 and a connecting link between the DPO and the unique subscriber of the DPO;

1.71 "**Linear Broadcast**" shall mean the 24x7x365 Distribution of the Subscribed Channels in a manner where the Subscriber views a scheduled television programme at the scheduled time it is offered by TVTN and distributed only through all known prevailing broadcasting technologies and where such Distribution is on a linear and regularly scheduled basis, such that the subscriber is able to view the content at the same time it is transmitted by the broadcaster, except for the natural delays of satellite reception and retransmission over satellite or coaxial cable and no other person, including the DPO, its Affiliates, LCO and Subscribers, shall be able to control the flow of Subscribed Channel's content. For the avoidance of doubt, it is further clarified that any modes of Distribution and/or Exhibition of Subscribed Channels and Subscribed Channel's content that are not Linear Broadcast shall be construed to be non-linear;

1.72 "**MIB**" shall mean Ministry of Information and Broadcasting, Government of India;

1.73 "**Mobile**" shall mean any mobile delivery technology including 3G, 3.5G, 4G, 5G cellular technology, and any subsequent generation technology, edge, DVBH or DMB which is or may be used with radio frequency spectrum in any band, to enable or facilitate transmission of textual material, data, voice, video and/or multimedia service to any device (whether now known or hereafter developed) which is capable of receiving and/or sending voice and/or data and/or video communications by means of a device which is designed primarily as a portable device;

1.74 "**Monthly Average Subscriber Level**" shall mean the sum of the number of Active Subscribers of the Subscribed Channel(s) on the seventh, fourteenth, twenty-first and twenty eighth day of the month in question, recorded at any point of time between 19.00 hours to 23.00 hours, divided by four more particularly set out in **Clause 5** of the SLA**.** For the purpose of calculation of Monthly Subscription Fee, Subscriber for any calendar month, means each STB which is availing the Subscribed Channel(s) from the DPO directly by means of linear transmission, through the Distribution System;

1.75 **"Monthly Subscription Fee"** shall mean the Subscription Fee(s) payable by the DPO to TVTN for the license granted under this SLA on a monthly basis as set out in Clause 5 of the SLA along with all applicable indirect taxes including Goods and Services Taxes ("GST"), cess, charges, levies, duties, as applicable. All applicable taxes shall be charged by TVTN in addition to the Monthly Subscription Fee and shall be payable by the DPO;

1.76 "**MRP**" shall mean the maximum retail price, excluding taxes, payable by a Subscriber for A-la Carte Channels or Bouquet of Pay Channels as notified by TVTN in terms of the Tariff Order and as set out in **Annexure D** of the SLA as maybe amended from time to time;

1.77 "**Multi-System Operator**" or "**MSO**" shall mean a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more Local Cable Operators;

1.78 "**Multiplexing**" shall mean making available any version of a Television Channel on which the audiovisual content is identical to or substantially the same as another Television Channel (including, without limitation, any closed captioned, time shifted versions of a Television Channel);

1.79 **"NDVR/Cloud Rights"** shall mean the right to facilitate and enable recording of audiovisual content to be made upon a digital video recorder managed by or on behalf of the DPO which permits viewers, or the DPO on behalf of a viewer, to record and store the audiovisual content remotely using cloud storage, to make such recording available for play-back at a time chosen by a viewer;

1.80 "**New Channels**" shall mean the new Television Channels of TVTN that may be launched and offered by TVTN in future, after the date of execution of this SLA;

1.81 **"New Territory**" shall mean any area in India beyond the Territory where the DPO desires to extend its operations as per applicable Laws;

1.82 **"Pay Per View" or "PPV"** shall mean transmission and retransmission of synchronised video and audio signals of a single motion picture or program (or series of related program) where a supplemental charge on a per exhibition basis is made to a subscriber for the privilege of viewing the particular motion picture or program (or series of related program) at a time scheduled by the Exhibitor;

1.83 "**Pay Channel**", shall mean a pay Television Channel which is declared as such by the Broadcaster and for which the Broadcaster has fixed an MRP for a DPO to charge a Subscriber and for which license has to be obtained by DPO from the Broadcaster;

1.84 **"Person"** shall mean any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;

1.85 **"Promotional Offer"** shall mean the promotional offers launched by TVTN as per applicable Law from time to time and as set out Clause 7 of the SLA;

1.86 **"Piracy"** shall mean unauthorized reception, retransmission or redistribution of signal of Television Channels by any person by any means and modes including but not limited to circumvention of Content Protection Systems, any alteration, tampering of the channel marks or channel or any component thereof or misuse, replacement, removal and/or shifting of hardware or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of rights of Broadcaster under the Trademarks Act, 1999 and Copyright Act;

1.87 "**QoS Regulation**" shall mean the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, as amended from time to time;

1.88 "**Qualifying Reports**" shall mean the complete and accurate reports which the DPO, opting for Incentives under this SLA has to compulsorily provide to TVTN in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited, on the Qualifying Report Deadline to avail the Incentives as detailed in Annexure F of the SLA;

1.89 "**Qualifying Report Deadline**" shall mean the due date for submission of the Qualifying Reports as detailed in Annexure F of the SLA;

1.90 **"Revenue Authorities"** shall mean the Commissioners of Central Tax or any other authority appointed under the GST Laws to administer and discharge the duties conferred therein;

1.91 **"Rights Granted"** shall mean the rights granted as defined in Clause 8 of the SLA;

1.92 **"Subscriber Report" or "Report"** shall mean complete and accurate monthly subscriber report of Subscribed Channels and Subscribed Bouquets, provided in the prescribed format of TVTN specified in **Annexure A** of the SLA, generated only through SMS and CAS of Distribution System. The said SMS and CAS should be fully integrated, and the Subscriber Report(s) should be in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited;

1.93 **"Subscriber Report Deadline" or** "**Report Deadline**" shall mean seventh day from the end of each calendar month, on or before which, the DPO has to provide the Subscriber Report to TVTN;

1.94 **"Set Top Box"** or **"STB"** shall mean a customer premise equipment issued by the DPO which is fixed and installed at a place of reception authorized by DPO and which is integrated into or part of a television set and as per requirement described in the Interconnection Regulations (as amended) and capable of receiving and decoding transmissions of the Subscribed Channels, of

that unique DPO, for the purpose of viewing on the television set the Subscribed Channels contained in those transmissions at such authorised place of reception;

1.95 **"Sideloading"** shall mean transferring, transmitting, re-transmitting and/or copying a programme recording by a viewer from their set top box and/or NDVR to any other device including any other Set Top Box for viewing inside and/or outside the viewer's residence;

1.96 **"SMS"/"Subscriber Management System"** shall mean a system or device of the DPO which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid or discount allowed to the Subscriber for each billing period, and other related information such as all customer relevant information and be responsible for keeping track of placed orders, credit limits, invoicing and payments, as well as the generation of Subscriber Reports and statistics, in accordance with the Law and as more particularly described in the Interconnection Regulations (as amended);

1.97 **"Subscriber"** shall mean a person who receives signals of Television Channels, from DPO via its Distribution System, at a place indicated by such person without further retransmitting it to any other person. For the avoidance of doubt, a Subscriber shall not: (i) rebroadcast the broadcast; (ii) cause the broadcast to be heard or seen by the public on payment of any charges; or (iii) receive signals from any other operator other than the DPO which has issued the STBs to such subscriber. It is further clarified that each Set Top Box located at such place, for receiving the subscribed broadcasting services, shall constitute one Subscriber;

1.98 "**Subscribed A-la-carte Channel**" shall mean the A-la Carte Channels offered by TVTN subscribed by the DPO, as are specifically selected by the DPO by mentioning "Yes/No" against such A-la Carte Television Channel list in the **Annexure D** of the SLA;

1.99 **"Subscribed Bouquet"** or **"Subscribed Bouquet of Channels"** shall mean Bouquet of Channels offered by TVTN detailed in the **Annexure D** and which are subscribed by the DPO, as are specifically selected by the DPO by mentioning "Yes/No" against such Bouquet in the **Annexure D** of the SLA;

1.100 **"Subscribed Channels"** shall mean the Subscribed A-la-carte Channels and/or Subscribed Bouquet as applicable;

1.101 **"Subscription Audit"** shall mean an audit conducted by the Empaneled Auditor to validate the monthly Subscriber Reports submitted by the DPO to TVTN as per the Audit Manual;

1.102 "**TVTN's Website**" shall mean www.aajtak.in;

1.103 "**Standard Definition Channels**" or "**SD Channels**" shall mean Linear transmission of television channel in
any resolution that is 576 lines of vertical resolution or less (but at least 480 vertical lines of resolution) and equal to or less than 720 lines of horizontal resolution. Linear transmission shall mean the transmission and retransmission of the Channel(s) in a linear feed wherein apart from TVTN, no other person, including the DPO, sub-operators and Subscribers shall be able to control the flow of content of such Channel;

DPO

For T.V. Today Network Limited

1.104 "**Subscription Fee"** shall mean the subscription fee as defined in Clause 5 of the SLA;

1.105 "**Tariff Order**" shall mean the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017, as amended from time to time;

1.106 "**TDSAT**" shall mean the Telecom Disputes Settlement and Appellate Tribunal, New Delhi;

1.107 **"Technical Audit"** shall mean an audit conducted by the Empaneled Auditor to ensure ongoing compliance with the requirements of Interconnection Regulations (as amended), **Annexure B** and Content Protection Systems

during which the DPO shall provide full and complete information for conducting Technical Audit, by furnishing details as provided in the Audit Manual and such other details as required by TVTN from time to time;

1.108 "**Television Channel**" shall mean a Linear Broadcast channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time;

1.109 **"Territory"** shall mean the areas in India where the DPO shall retransmit/rebroadcast the Subscribed Channels as detailed in **Annexure E** and as may be amended from time to time in accordance with Clause 4 of the SLA;

1.110 **"Viewing Card"** shall mean the viewing card as set out in **Annexure G** of the SLA, owned, operated and supplied by TVTN and which is to be paired and used in conjunction with the IRD for the DPO to access and decode each Subscribed Channel(s);

1.111 **"Video on Demand"** or **"VOD"** shall mean a programming system for transmission and retransmission of a single motion picture or programme (or series of related programs) delivered by means of a telecommunications or other technical system from a digital storage devise or presented in any form that permits Exhibition of such motion picture or programs in a non-linear form at the discretion of the viewer;

2. Term

Unless terminated earlier in accordance with the terms of this SLA, the "**Term**" shall commence from the Effective Date and shall be valid for a period of one (1) year thereafter (unless extended). The Term shall include amendments/extension/s if any, issued by TVTN.

3. Subscribed Channels

3.1 The DPO agrees to subscribe to the signals of Channel(s) on A-la-carte and/or Bouquet(s) basis by specifically opting for the same in **Annexure D**.

3.2 The DPO shall mandatorily offer the Subscribed Channels on its Distribution System to its Subscribers in an uninterrupted form on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month to TVTN.

3.3 The DPO availing the Subscribed Bouquet shall not break such Bouquet of Pay Channels while offering the same to its Subscribers.

3.4 In the event the DPO intends to subscribe for any additional Channels on A-la-carte and/or Bouquet(s) basis

during the Term of this SLA, the DPO may do so by executing the Form for Amendment of Subscribed Channels and Subscribed Bouquets.

4 Territory

4.1 The DPO agrees to offer the Subscribed Channels in the Territory as set out in **Annexure E**.

4.2 The DPO shall not extend its operations beyond the Territory or connect any Affiliates or LCOs or MSOs, as applicable, beyond the Territory without any prior written intimation to TVTN in the manner set out herein below.

4.3 In the event, the DPO desires to extend its operation by adding a New Territory, the DPO shall at least thirty (30) days prior submit the Form for Amendment of Territory of DPO.

4.4 Subject to TVTN's execution of the Form for Amendment of Territory of DPO as set out in Clause 4.3 within thirty (30) days from the receipt thereof, the New Territory shall be deemed to be a part of Annexure E hereto and the DPO shall be permitted to extend its operations to New Territory, as per applicable Law. On execution, the Form for Amendment of Territory of DPO shall be deemed to be an integral part of this SLA.

4.5 In the event TVTN does not execute the Form for Amendment of Territory of DPO and objects to the extension of operations of the DPO to the proposed New Territory within thirty (30) days of receipt of the Form for Amendment of Territory of DPO, the DPO shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory. If the DPO re-transmits the signals of the Subscribed Channels in the proposed New Territory despite receiving objection from TVTN, the same shall amount to material breach of this SLA; including but not limited to infringement of TVTN's rights under the Copyright Act.

4.6 It is therefore, mutually agreed between the Parties that in addition to and without any limitation to the various rights and remedies available to TVTN under applicable Law for the material breach of the terms set out herein above, the DPO shall be liable to pay TVTN fair pre-estimated damages as set out in Clause 9 of this SLA.

5 Subscription Fee

5.1 In consideration of the Rights Granted under this SLA, the DPO shall pay TVTN, for each month of the Term, the Monthly Subscription Fee calculated in the manner set out below on or before the Due Date.

5.2 **Calculation of the Monthly Subscription Fee**

5.2.1 **<u>Subscribed A-la-carte Channels</u>:**

If the DPO is offering the Subscribed A-la-carte Channels on A-la-carte basis, the Monthly Subscription Fee payable by the DPO for a particular month of the Term shall be the DPO List Price multiplied by the Monthly Average Subscriber Level.

For illustration kindly refer to Illustration A and Illustration B in Annexure D of the SLA.

5.2.2 **<u>Subscribed Bouquet</u>:**

For each of the Subscribed Bouquets, the DPO shall pay TVTN the Monthly Subscription Fee equivalent to the DPO List Price of the Subscribed Bouquet multiplied by the Monthly Average Subscriber Level.

5.2.3 In case the DPO breaks a Subscribed Bouquet at any time during the Term, then from the date of

breaking such Subscribed Bouquet, the Channels comprised in such Subscribed Bouquet shall be deemed as Subscribed Channels availed by the DPO on A-la-carte basis and the DPO shall be liable to pay TVTN Monthly Subscription Fee calculated in the manner set out in clause 5.2.1 above.

5.2.4 For avoidance of doubt, it is clarified that TVTN reserves its rights, subject to applicable Law, to revise the MRP mentioned in **Annexure D**. Upon such revision, the DPO agrees and unconditionally undertakes to pay the Subscription Fee as per applicable Law. Such increase in Subscription Fee will be supported with a valid debit note to be raised by TVTN in accordance with the GST Laws.

6 Incentives

6.1 TVTN represents that it offers various Incentives as per the Interconnection Regulations which are detailed in **Annexure F** hereto.

6.2 It is further clarified that the Incentives are optional and the DPO may avail of the same at its discretion by mentioning "Yes/No" against such Incentive(s) as detailed in **Annexure F** of the SLA.

7 Promotional Offer

TVTN reserves its rights to launch Promotional Offer as per applicable Law.

8 Rights Granted

8.1 Subject to full compliance with the terms of this SLA by DPO, TVTN grants the DPO, the non-transferable, limited and non-exclusive right, and the DPO accepts the obligation, to Distribute the signals of the Subscribed Channels, in SD and HD, on a Linear Broadcast basis, to the Subscribers during the Term and in the Territory, solely *via* the Distribution System owned or operated by the DPO, to be viewed on a television via STB.

8.2 **Excluded Rights:** Save and except for the Rights Granted in Clause 8.1, all other rights and means of Exhibition not specifically and expressly granted to the DPO hereunder are excluded and reserved by TVTN including, without limitation-

8.2.1 all rights under the Copyright Act in relation to Subscribed Channels and the Subscribed Channel's content;

8.2.2 exhibition of the Subscribed Channels and the Subscribed Channel's content via Internet, Internet Service and Mobile;

8.2.3 exhibition of the Subscribed Channels or Subscribed Channel's content through linear non-addressable platforms (analog);

8.2.4 non-linear Exhibition of Subscribed Channels or Subscribed Channel's content through the Distribution System including but not limited to PPV, NVOD, SVOD, VOD etc.;

8.2.5 exhibition of Subscribed Channels or Subscribed Channel's content on any viewing device, screen and/or audio-visual monitor other than television, which enables reception and display on tablets, computers, Mobile screens etc.;

8.2.6 any kind of recording, downloading, storing and/or streaming of Subscribed Channels and/or Subscribed Channel's content;

8.2.7 any kind of services, including but not limited to-

i. Multiplexing,

ii. DVR/PVR Service, Sideloading and NDVR/Cloud Rights which enables streaming of recorded/downloaded or live content to various devices,

iii. Catch Up Rights, iv. universal serial bus (USB) which is paired to a viewing device or through any other devices susceptible to use for duplication of video and audio.

8.2.8 any Exhibition to Subscribers via Set Top Boxes that are powered with Interactive TV Service and Functions including capabilities of recording and being connected to Internet (wired or wireless) or any publicly accessible delivery method as may exist now or in the future;

8.2.9 any other means of Exhibition whether now known or that may be known in future, beyond the scope of Rights Granted hereunder; and

8.2.10 any form of Exhibition to persons/entities who are not Subscribers.

9 Subscriber Reports

9.1 The DPO agrees to submit the complete and accurate Subscriber Reports on or before the date of Report Deadline in the format specified in **Annexure A** of the SLA. The Subscriber Reports under this SLA shall be generated only through SMS and CAS and the same should be in both Microsoft Excel Sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited.

9.2 The Subscriber Reports shall specify all information required to calculate the Monthly Average Subscriber Level and the Monthly Subscription Fee payable by the DPO to TVTN, including but not limited to-

a) Territory wise, number of Subscribers for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s);
b) complete and accurate Subscriber Reports for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s) recorded on the 7th,14th, 21st and 28th of the month, as provided in **Annexure A**; and
c) The number of Subscribers for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s) shall be recorded at any point between 19.00 Hours to 23.00 Hours of the day;

9.3 All the Subscriber Reports shall be signed and attested by an authorized signatory of the DPO who shall certify that all information in the Subscriber Reports is true and correct.

9.4 The Parties agree that timely submission of the Subscriber Reports shall be a material obligation of the DPO and time is of the essence of this SLA. The DPO recognizes that delay of every single day in submission of Subscriber Reports shall amount to material breach of the SLA and would cause material and substantial loss to TVTN. It is therefore, mutually agreed between the parties that in addition to and without any limitation to the various rights and remedies available to TVTN under applicable Law, the DPO shall be liable to pay TVTN fair preestimated damages equal to Subscription Fee payable by the DPO to TVTN for each day of default calculated on a pro-rata basis and any other damages as may be determined by TVTN to compensate TVTN. Provided that nothing stated in this Clause 9.4. amounts to waiver by TVTN of its right to deactivate the signals of Channel(s) as per applicable Law.

9.5 The Parties agree that any modifications made to the Subscriber Reports once submitted, shall not be permissible unless otherwise expressly agreed to in writing by TVTN.

10 Payment Terms

<u>A.</u> Monthly Subscription Fee to TVTN from DPO

10.1 The Monthly Subscription Fee shall be paid by the DPO by the Due Date, as per the invoice(s)/provisional invoice generated by TVTN, basis the Subscriber Reports provided by the DPO to TVTN in accordance with Clause 9 hereinabove. Such payments shall be made by DPO without any deduction except for the deduction of withholding tax/TDS as provided in the SLA.

10.2 In case the DPO fails to send the Report within the Report Deadline, TVTN shall have the right to raise a provisional invoice and the DPO shall be under an obligation to pay the Monthly Subscription Fee on the basis of such provisional invoice in accordance with the terms of this SLA. However, the provisional invoice shall be for an amount, not more than 110% of the Monthly Subscription Fee payable by the DPO for the immediately preceding month. On receipt of the Report from the DPO, the Parties would conduct reconciliation between the provisional invoice raised by TVTN and the Report sent by the DPO, which reconciliation shall be completed within a period no later than three (3) months from the date of issuance of the provisional invoice. In the event the DPO does not reconcile within three (3) months from the date of issuance of such provisional invoice, then TVTN shall, at its sole discretion, be entitled to treat the said provisional invoice as final and binding. In the event of any agreed increase or decrease in Monthly Subscription Fee, it shall be supported with an appropriate debit/credit note (as applicable) in accordance with GST Laws.

10.3 Time is of the essence of this SLA and the DPO shall be required to make all payments due to TVTN, by the Due Date in accordance with the terms hereof. Any failure to do so on the part of the DPO shall constitute a material breach hereunder. All late payments shall also attract Default Interest Rate calculated from the date the payment was due until the date of payment. The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Monthly Subscription Fee by the Due Date, and TVTN shall retain all its other rights and remedies under the SLA. DPO in addition to such interest shall also be liable to pay the applicable GST on the same. TVTN shall issue a debit note in accordance with GST Laws in respect of such amount.

10.4 Provided that issuance of provisional invoice and/or imposition and collection of interest on late payments does not amount to waiver by TVTN of its right to deactivate the signals of Channels as per applicable Law.

10.5 All payments due to TVTN under this SLA shall be made in India in Indian Rupees. All payments due to TVTN under this SLA are exclusive of all applicable indirect taxes including all and any tax, GST, custom duties, charges, levies excise duties, entertainment taxes and other such taxes. All such taxes shall be at DPO's cost and will be charged at the prevailing rates by TVTN to the DPO.

10.6 If any payment contemplated under this SLA is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time, the DPO shall (i) deposit the TDS; (ii) issue the TDS certificate; and (iii) file TDS return, with respect to this SLA, so that the credit of TDS is correctly reflected in 26AS of TVTN within the prescribed time limits as per the applicable Laws. Failure to provide such tax withholding certificates within the time stipulated under the aforementioned Tax Acts / Rules / Notifications / Circulars, will be deemed equivalent to non-payment of subscription dues. As and when required, DPO shall provide details as to which invoices of TVTN are included in such Quarterly TDS Return and also particulars of any provisions considered in such Quarterly TDS Return, so as to enable TVTN correctly claim its TDS credit for that year. In case TVTN is denied, by the tax authorities, TDS credit (pertaining to payments / credits under this SLA) due to any reason attributable to DPO and the same remains unrectified within the time allowed under applicable laws, DPO agrees to reimburse TVTN of any such loss, claim or liability arising to TVTN, within 30 (thirty) days of TVTN intimating the DPO in writing along with the proof of claims made by Income-tax authorities, of such denial of TDS credit. If a lower / nil tax withholding certificate is furnished by TVTN to the DPO, the DPO shall be obliged to deduct TDS at such lower / nil rate as prescribed in the certificate.

10.7 All payments from the DPO to TVTN under this SLA shall be paid either by (i) demand draft in favour of 'TV Today Network Limited', payable at its head office or any other place that may be specified by TVTN in writing from time to time; or (ii) electronic wire transfer into the TVTN's designated bank account, accompanied by documentary evidence certified by the DPO's bank that the payment has been transferred to the TVTN's bank account; or (iii) Bill desk platform; or (iv) any other mode as intimated by TVTN.

10.8 For all payments, including on-account payments made by the DPO to TVTN, the DPO shall intimate address for the purpose of invoicing ("**Invoice Address**") and their Goods & Services Taxpayer Identification Number ("**GSTIN**") and details of invoices against which such payments are being made to TVTN. The DPO may provide more than one Invoice Address along with the relevant GSTIN in the format provided in Annexure I herein.

10.9 At the time of advance payment, if any, the DPO shall give their GSTIN details for which the payment is made and payment allocation details to be provided on receipt of the invoice(s) raised by TVTN.

10.10 It is further agreed that post allocation against the invoices and GSTIN (of DPO) by TVTN on advice of the DPO for on-account payments and/or advances received, no subsequent changes to the allocation against invoices and GSTIN of the DPO can be made by TVTN.

10.11 If any payment or advance payment is made by the DPO under this SLA, the DPO shall inform TVTN of its GSTIN number and/or the invoices on account of which the payment is done. If the DPO fails to inform TVTN of such GSTIN and/or the details of such invoices, then TVTN shall be entitled to allocate such payment in full or in part to such DPO's GSTIN(s) and/or invoices as TVTN may deem fit and the same shall be binding on the DPO. The Parties agree that the GSTIN(s) allocated for the payment in accordance with this clause shall be final and shall not be changed under any circumstances post allocation and/or raising of invoice. For any payment or advance payment made by the DPO to TVTN, the DPO undertakes and agrees to provide all the requisite documents as may be required by TVTN under the GST Laws.

10.12 Within seven (7) days of receipt of invoice (other than provisional invoices) by the DPO under this SLA, the DPO shall notify in writing to TVTN the discrepancies (if any) in the said invoice, (if any). In the event the DPO fails to notify any discrepancies in the said invoice within the stipulated time, then such invoice shall be deemed to have been duly accepted by the DPO and the DPO shall be precluded from raising any dispute with regard to such invoice and shall not be entitled to seek any changes in such invoice unless agreed otherwise by TVTN, after the lapse of stipulated period.

10.13 In the event TVTN is entitled for any exemption or lower rate of tax than the one determined by the DPO, then TVTN shall provide such lower tax rate certificate issued by the Revenue Authorities along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws.

10.14 In the event the DPO is entitled for any exemption or lower rate of tax than the one determined by TVTN, then the DPO shall provide such lower tax rate certificate issued by the Revenue Authorities prior to raising of invoice by TVTN along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws. In case any claims arise on TVTN due to such exemption or lower rate of taxation availed by the DPO in respect of payment made under this SLA, then the DPO shall be liable to indemnify TVTN for such claims, losses or penalties.

10.15 The Parties shall provide all the details as may be required with respect to GST to this SLA. If due to failure on the part of the DPO to provide any details of allocation of payment, if TVTN incurs any loss or if any penalty is levied on TVTN, then the DPO shall be liable to indemnify TVTN for all such loss and/or penalty.

10.16 The harmonized system of nomenclature ("**HSN**") code of goods/services supplied under this SLA shall be mentioned by TVTN on requisite documents.

10.17 If the amount of GST recovered from TVTN under this SLA differs, for any reason, from the amount of GST paid or payable by TVTN to the Revenue Authorities, including by reason of: a) an amendment in the GST

Laws and/or rules thereunder;

b) issue of or an alternation in ruling or advice of the Revenue Authorities;

c) a refund of GST to the DPO in respect of any supply made under this SLA; and

d) a decision of any tribunal or court; then the difference in amounts shall be borne by the DPO.

10.18 The DPO agrees that TVTN shall not be liable for any allowance or disallowance of input tax credit by the Revenue Authorities to the DPO basis the payment made under this SLA.

10.19 In case where TVTN uploads the GST details of the DPO (as provided by the DPO), and the same is disputed/or is litigated with TVTN by the Tax authorities, in such a case DPO undertakes and agrees to indemnify TVTN for any tax liability and other related interest, penalties etc. payable by TVTN to Tax authorities. Any cost of litigation would be borne by the DPO.

10.20 In case of any incorrect / incomplete / non-compliance on behalf of the DPO and because of which a demand is made on TVTN by the tax authorities, the DPO shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by TVTN. Any cost of litigation would be borne by the DPO.

10.21 In case the input tax credit to the DPO is not allowed to the DPO due to his non-provision of the correct details to TVTN shall not be responsible for such non-allowance to DPO.

10.22 If any proceedings are initiated under the GST Laws, the Parties agree that it shall reasonably co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings.

10.23 The DPO agrees in the event if there is any change in the Subscription Fee paid / payable under this SLA on account of change in GSTINs or by way of tax deduction or any other reason, then the DPO shall be liable to pay such differential amount to TVTN.

10.24 The Parties agree that non-registration by the DPO under the GST Laws or suspension or cancellation of such registration does not preclude TVTN from charging the applicable GST under this SLA and the DPO shall be liable to pay such GST, regardless of its GST registration. The DPO undertakes and agrees the DPO is responsible for timely submission of GSTINs and other details as required and non-submission of GSTINs will

be construed as non-registered under GST laws and the DPO shall have no claim against TVTN for nonprovisioning of GSTINs or late submission of GSTINs.

10.25 Credit Note: Consideration, with GST element, may be reduced by way of credit note only in the case of mutually agreed decrease in the value of services provided by TVTN and if the services are found to be deficiently provided. The benefit of the GST element on the credit note shall be given to the DPO if and when the credit of GST (on such credit note) is adjusted by the DPO in his GST return and proof/undertaking of which is provided to TVTN. Further, such benefit shall be given to the DPO only if the credit note is issued by TVTN before end of the September next to the financial year in which invoice is raised.

10.26 The Parties hereby further agree to execute appropriate addendum/amendments to the terms of this SLA in order to incorporate the provisions of Goods & Service Tax Act/Rules/Laws (GST Laws) (if required) in order to comply with the provisions of GST Laws.

10.27 The Parties agree that the applicable stamp duty (if any) shall be borne by the DPO.

10.28 The DPO acknowledges and agrees that the execution of this SLA and provision of signals under this SLA shall not amount to a waiver by TVTN of its right to claim outstanding subscription fees due and payable by

the DPO and/or its subsidiary, Joint Ventures, Affiliates to TVTN under the erstwhile agreement/s and DPO shall be liable to pay the entire outstanding subscription fees including for its subsidiary, Joint Ventures, Affiliates. In the event, the DPO fails to honour the payment obligations as per the terms of the erstwhile agreement/s and/or as per the payment schedule agreed between the Parties as the case may be, TVTN shall be entitled to discontinue the signals of Channels to DPO as per applicable Laws.

10.29 The DPO further acknowledges that the DPO shall be responsible and liable to pay outstanding subscription fees due and payable by the DPO to TVTN for its multiple head ends and / or its subsidiary, Joint Ventures, Affiliates irrespective of whether there are separate agreements executed between the parties or otherwise.

B. Monthly Eligible Incentive Value to DPO from TVTN

I. The Monthly Eligible Incentive Value (as defined in Annexure F) shall be paid by TVTN to the DPO within fifteen (15) days from the date of receipt of valid invoice from the DPO as set out in Annexure F, subject to DPO making payment of the Monthly Subscription Fee to TVTN as set out in Clause 10A above for the relevant month.

II. In the event the DPO defaults in providing the Qualifying Reports so as to enable TVTN to ascertain the Eligible Incentive Value, the DPO shall not be entitled to the Incentives until the DPO provides the same and in any event not later than three (3) months from the Qualifying Report Deadline. Further, if the DPO does not raise the invoice for Incentive in accordance with Annexure F within a period of 3 months from the date of intimation of Eligible Incentive Value, it shall construe that the DPO has willfully waived the right to avail such Incentive for that particular month. In such event, TVTN shall be neither responsible nor liable to pay the said Incentive for that particular month to the DPO.

III. It is clarified that Incentive payment from TVTN to DPO shall be subject to deduction of withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time. TVTN shall provide tax withholding certificates to DPO within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.

IV. For avoidance of doubt, it is hereby clarified that nothing contained in Clause 10B shall have any bearing on the DPO's obligation to pay the Monthly Subscription Fees to TVTN as stated in clause 10A of the SLA and the DPO shall be required to pay the Monthly Subscription Fees as stated therein. It is hereby clarified that the obligation to make payment towards the incentive is subject to DPO qualifying for the same and upon receipt of outstanding (if any) and/or Monthly Subscription Fee. It is hereby clarified that there cannot be any unilateral set off or deduction of Incentive Amount from the payable Monthly Subscription Fee by the DPO.

11 Electronic Programme Guide (EPG)

11.1 It shall be mandatory for the DPO to place Subscribed Channels in the Electronic Programme Guide, in such a way that all the Subscribed Channels of the same language within the same genre are placed together consecutively and one channel shall appear at one place only.

11.2 The DPO shall indicate –

11.2.1 "Free" in the Electronic Programme Guide against each Free-To-Air Channel available on its Platform;

11.2.2 the respective maximum retail price in the EPG against each Subscribed Channel, which is a Pay Channel, with the Indian rupee sign "₹" for illustration purpose, ₹2, ₹5.5 etc. (including the MRP as per Promotional Offer, if any).

11.3 The DPO shall assign a unique channel number or logical channel number ("**LCN**") for each Subscribed Channel available on the Distribution System.

11.4 The LCN once assigned to a particular Subscribed Channel shall not be altered by the DPO during the Term.

Provided that this clause shall not apply in case the Subscribed Channel becomes unavailable on the Distribution System. Provided further that if TVTN changes the genre of a Subscribed Channel then the LCN assigned to that particular Subscribed Channel shall be changed to place such Subscribed Channel together with the channels of the new genre in the EPG.

11.5 During the Term, the DPO shall ensure that the EPG always contains the information pertaining to all the details of the programs including its schedule being shown on all Subscribed Channels in a manner approved by TVTN without any cost or fee to TVTN.

12 New, Discontinuation, Removal and Replacement of Channels

TVTN shall have the right to introduce any New Channel and/or replace and/or remove/withdraw any of the Channels as per applicable Law. Once a Channel becomes a removed Channel, the same shall cease to be made available by TVTN on A-la-carte basis and/or as part of Bouquet.

In case of any Channel being discontinued by the broadcaster, effective MRP of the Subscribed Bouquet consisting such channel(s), would get adjusted by a factor of A-la-carte price of such discontinued channel(s) to the sum of A-la-carte prices of all channels forming part of that Subscribed Bouquet.

For Illustration kindly refer to Illustration C in Annexure D of the SLA.

13 Audit

13.1 The DPO shall on or before the end of every calendar year during the Term, cause Audit of its Addressable Systems, CAS, SMS and other related systems [including DPOs affiliates, subsidiaries, joint ventures, local operators (as applicable)] by an Empaneled Auditor, to verify the (a) DPO's compliance of its obligations, declarations, representations and warranties under this SLA; (b) accuracy and validity of the monthly Subscriber Reports submitted by DPO to TVTN. The Audit caused by the DPO under Clause 13 shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years. The DPO shall give thirty (30) days' prior written notice to TVTN before causing the Audit of its Addressable Systems in accordance with Clause 13. The DPO shall share the Audit Report generated by an Empaneled Auditor to this effect with TVTN within twenty four (24) hours from the receipt of such Audit Report.

13.2 In the event the DPO intends to cause any change in the configuration or in the version of the Addressable System of the DPO after issuance of the Audit Report by the Empaneled Auditor, the DPO shall notify TVTN within seven (7) days of such change. DPO further agrees that on such intimation, the provisions of the Clause 13 shall also extend to the new Addressable Systems**.**

13.3 In the event that TVTN is not satisfied with the Audit Report received from the DPO or, if it is of the opinion that the Addressable Systems being used by the DPO and/or proposed to be used by DPO do not meet the requirements specified in the Audit Manual**,** TVTN shall, after communicating the reasons in writing to the DPO, be entitled to conduct Audit as per the Audit Manual.

13.4 In the event the DPO (i) fails to provide the Audit Report on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements and/or (ii)

fails to permit TVTN to conduct audit of its Addressable Systems on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements, TVTN shall be entitled to withhold the applicable Incentive and/or revoke the Incentive, if already availed by the DPO forthwith.

13.5 In the event an Audit Report, subsequent to TVTN's Audit, reveals that the Addressable Systems are not in conformity with requirements specified in the Audit Manual, due to which, an additional amount is payable to TVTN by DPO, the DPO shall, within ten (10) days from the date of such Audit Report of TVTN, pay TVTN the additional amount, along with Default Interest Rate. TVTN shall issue a debit note in accordance with GST Laws in respect of such additional amount. If the additional amount payable by DPO to TVTN under this clause including Default Interest Rate, exceeds the amount reported by the DPO for such period of Audit by two (2) percent or more, the DPO shall bear all the expenses related to the Audit. Further the DPO shall immediately take all necessary actions to rectify the errors so as to ensure that the next Report submitted for subsequent period are true and accurate.

13.6 Notwithstanding the aforesaid, if TVTN intends/proposes to conduct the Audit of the Addressable Systems of the DPO, the DPO shall extend full and timely co-operation to TVTN.

13.7 The DPO shall offer necessary assistance and cooperation to Empaneled Auditors including making available all the unedited data of its Addressable System for the entire period for which the Audit Report has not been submitted by the DPO to TVTN so that a meaningful Audit can be conducted and completed in a time bound manner.

13.8 In the event a breach of the SLA has been discovered during the course of such Audit, Empaneled Auditors shall have the right to take printouts, photocopies and computer copies of the subscriber records, or any portion thereof, reasonably required to provide evidence of such breach, and take them off the premises of the DPO and the DPO agrees to extend reasonable co-operation in this regard.

13.9 In addition to the various rights and remedies as may be available under law, any breach by or on the part of the DPO with regards to the above covenants shall be construed as material breach of this SLA causing substantial loss to TVTN. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable Law as set out above, the DPO shall be liable to pay TVTN, fair pre-estimated damages equal to Subscription Fee payable to be the DPO to TVTN for each day of default calculated on a pro-rata basis and any other damages as may be determined by TVTN on the basis of Audit Report generated during the Audit for which the DPO has been in default, to compensate TVTN.

14 Alteration of Service

14.1 DPO agrees to Distribute the Subscribed Channels in the Territory during the entire Term on an "as-is" basis and in their entirety and continuously on a 24X7X365 days basis without any break and without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pullthrough or crawls, deletions or additions and further agrees to make the Subscribed Channels available to its Subscribers.

14.2 The DPO agrees and undertakes not to:

14.2.1 cut, edit, insert, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Subscribed Channel(s) except as may be required by any

applicable Laws;

14.2.2 use any interactive technology or other interferences (such as red button) or redirect traffic from the Subscribed Channels in any manner, whether for content or for promotion;

14.2.3 cause Exhibition of any Subscribed Channel(s) and/or the Subscribed Channel's content other than in the manner of Rights Granted, or otherwise cause the Exhibition of any stills, extracts or data from Subscribed Channel(s) and/or the Subscribed Channel via Excluded Rights;

14.2.4 reformat any Subscribed Channel(s) so that it appears on less than the full screen of a television or add or super-impose any data, scrolls, crawlers, buttons or other items to any Channel(s);

14.2.5 convert, down-convert, up-convert any of the Subscribed Channels for Distribution;

14.2.6 superimpose or otherwise add any own or third-party advertising, promotions, programmes, data, content; or alter any of Intellectual Property;

14.2.7 run, display, add, superimpose anything on the DPO's EPG, including notices of disconnection or discontinuation or non-availability of television channels, multimedia graphics in such which shall materially interfere in the viewing experience of viewer.

14.2.8 distribute the Subscribed Channels in any other language other than the language in which such Subscribed Channel is provided to the DPO by TVTN

14.2.9 have any embedded functionality in Distribution System of the DPO that enables the DPO to show programmes at a time different than that of its original Linear Broadcast by TVTN.

14.3 DPO shall not store or cause to be stored in any manner whatsoever any Subscribed Channel and /or Subscribed Channel's content in its servers or facilities.

14.4 The DPO shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that: (a) each Subscribed Channel is received only by Subscribers; and (b) restrict the Distribution of Subscribed Channels within the Territory without any spill overs.

15 Delivery and Security

15.1 All Subscribed Channels must be delivered by the DPO to Subscribers in a securely encrypted manner as per applicable Law and without any alteration.

15.2 The transmission specifications and infrastructure allocated by DPO in respect of the broadcast signal of Subscribed Channels by the DPO to its Subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its Distribution System.

15.3 The DPO shall, at its own cost and expense, cause the Subscribed Channels to be received only from the satellite(s) designated by TVTN from time to time and shall ensure distribution throughout its Distribution Systems on separate, dedicated channel(s) for reception by all its Subscribers.

15.4 The DPO shall not change the CAMs and / or VCs from one Equipment to another or from one slot of the CAM in the Equipment to the next slot in the same Equipment. Such change would amount to breach unless authorized by TVTN.

15.5 The Parties acknowledge and agree that in the event DPO intends to make any changes to the Addressable System's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the DPO shall intimate the same to TVTN. The DPO shall implement such changes only after prior written approval from TVTN.

15.6 TVTN may upon execution of this SLA, at the request of the DPO supply or cause to be supplied necessary

Equipment to the DPO. If TVTN provides the Equipment, the DPO shall pay an interest free refundable security deposit to TVTN for such Equipment as may be informed by TVTN from time to time. The DPO shall bear any and all costs of transportation of such Equipment to DPO premises.

15.7 The DPO shall locate the Equipment at a location approved by TVTN in writing. In case the DPO requires replacement of any defective Equipment, the DPO shall pay a non-refundable service charge per Equipment for one-time replacement as may be informed by TVTN to the DPO. The Equipment shall be used by the DPO exclusively for Distribution of the Subscribed Channels for which it is issued and shall at all times remain the sole and exclusive property of TVTN and the DPO shall forthwith return or destroy the Equipment to TVTN or TVTN's authorized agent upon expiry or termination of the SLA as per the provisions and procedure laid down in this SLA. The DPO shall not request for any passwords or claim ownership of any hardware and /or software being part of the Equipment. The DPO shall not, under any circumstances, uninstall, change or attempt to change parameters, reverse engineer, remove any of its hardware or software components, decompile or disassemble the Equipment or reproduce or allow the reproduction of any of them or the technology included in them or sell or exchange or transfer the Equipment in any manner whatsoever. The DPO shall not connect or attempt to connect the Equipment or any part of the Equipment to any other systems except the Distribution System authorized under this SLA. The DPO shall procure applicable insurance for the Equipment immediately upon receipt of Equipment from TVTN. The insurance will be valid for the entire duration of the SLA.

15.8 TVTN shall not be liable for any defect in the Equipment(s), which is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the DPO or any other person. In the event the Equipment(s) is lost, stolen or damaged, the DPO shall immediately inform TVTN. In the event the DPO desires new Equipment(s) for any Subscribed Channel forming part of the Channels, the same may be issued at the discretion of TVTN on payment of such refundable security deposit as may be specified by TVTN from time to time. In the event any of the Equipment(s) is not in use by the DPO, the same should be returned to the concerned office of TVTN immediately.

15.9 In order to take back possession of the Equipment from the DPO or for any technical services related to the Equipment which TVTN may determine, the DPO shall ensure that the personnel/representative of TVTN are allowed free and unobstructed access to the location where the Equipment is installed and take possession of the same or undertake provision of technical service for the same. The DPO shall not interfere with such procedure. Further the DPO agrees to provide necessary cooperation including continuous remote access via VPN to the Equipment for purposes of servicing, upgradation or monitoring and other services or timelines, as and when required by TVTN.

15.10 The DPO shall install decoding equipment and all other equipment necessary to receive and distribute the Subscribed Channels at its own cost and expense. The DPO acknowledges and agrees that STBs, and their installed Content Protection Systems, used by Subscribers of the Distribution System shall prohibit the use of digital outputs. The DPO further agrees to make no use, nor authorize or permit others to make use, of the Subscribed Channels or the programming on the Subscribed Channels other than as expressly set forth in this SLA. TVTN shall have the right in its sole discretion to either suspend the transmission of any or all of the Subscribed Channels by the DPO, or terminate this SLA in accordance with the Law, if the DPO distributes any or all of the Subscribed Channels in a manner not authorized or for a purpose not specifically provided for by this SLA.

15.11 The DPO shall use its best efforts to maintain for the Subscribed Channels, the quality standard afforded to other channels of the same genre in a non-discriminatory manner. The DPO shall use reasonable efforts to maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule

16 Anti-Piracy and Content Protection Systems

16.1 In order to prevent theft, Piracy, unauthorized Exhibition, copying or duplication of any Subscribed Channel, in whole or in part, the DPO shall, prior to the commencement of the Term of the SLA and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery, security systems and Content Protection Systems, as may be specified from time to time, by TVTN.

16.2 The DPO shall adhere to the Anti-Piracy Obligations and Content Protection Systems set out in **Annexure B** of the SLA**.**

16.3 DPO shall deploy finger printing mechanisms to detect any Piracy through its Distribution System at least every ten (10) minutes on 24 x 7 x 365 basis. On detection of any Piracy of Subscribed Channels, the DPO shall, within one (1) hour of detection of Piracy, report the same to TVTN.

16.4 DPO shall not authorize, cause or suffer any portion of any of the Subscribed Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for Distribution by DPO at the time the Subscribed Channels are made available. If DPO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, DPO shall within ten (10) minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, notify TVTN and the DPO shall also switch off the concerned STB to prevent such unauthorized use.

16.5 If so instructed by the Information by TVTN, the DPO shall shut off or de-authorize the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time it receives such instruction from TVTN.

16.6 Security Breach(es) - DPO shall notify TVTN within ten (10) minutes and investigate the matter as soon as reasonably practicable but in no event later than 24 hours after DPO becomes aware of any security breach [e.g. circumvention, breach or failure of its security systems, CAS or copy control systems, the DRM, the usage rules, or DPO's servers affecting the Channels (a "**Security Breach**")]. TVTN shall have the right to require DPO to suspend the exhibition of the Channels via the Distribution System until the Security Breach is remedied. TVTN's exercise of its right to require DPO to suspend the exhibition of the Channels and hereunder shall in no event lengthen the Term under this SLA.

16.7 In instances where the DPO is the only Party that is allowed to initiate and pursue legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the DPO agrees to initiate such legal action and TVTN will provide all necessary assistance. TVTN plans to actively combat Piracy of the Subscribed Channels in the Territory and the DPO agrees to work closely with TVTN and comply with its directions in relation such efforts.

16.8 The DPO agrees and undertakes not to indulge in any Piracy of Channels and shall not indulge in any activity, including but not limited to causing spill-over of the Channels beyond the Territory, which has the effect of, or which may result into, infringement and violation of rights of TVTN under the Trademarks Act, 1999 and Copyright Act.

16.9 Any breach of the covenants set forth in the Clause 16 shall be construed as material breach of this SLA and the DPO recognizes that such breach shall cause material and substantial loss to TVTN. It is therefore mutually agreed between the parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable Law, the DPO shall be liable to pay TVTN, fair pre-estimated damages equal to

Subscription Fee payable by the DPO to TVTN for each day of default calculated on a pro-rata basis to compensate TVTN.

16.10 Provided that nothing stated in clause amounts to any waiver by TVTN of its right to deactivate the signals of Channels as per applicable Law.

17 Intellectual Property

17.1 The DPO acknowledges that any and all right, title and interest in and to the Channel Marks, including names of and titles of the Subscribed Channel's content and any other names, logos, get-up and marks associated with the Channels, vest exclusively in TVTN.

17.2 Unless notified to the contrary by TVTN, in all trade references, advertising, promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by TVTN and/or its licensors, as the case maybe shall have the sole right to re-brand or rename any Subscribed Channel during the Term of this SLA.

17.3 The DPO shall not claim adversely to or challenge the rights of TVTN, any agent of TVTN or TVTN's program and Channels with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the DPO, the DPO agrees that such rights are the exclusive property of TVTN of such names and marks and agrees to renounce such rights.

17.4 The DPO shall not use any material containing any of the Intellectual Property without the prior written consent of TVTN. The DPO shall not use any Intellectual Property as part of a corporate name or of a trade name, register or attempt to register or use, directly or indirectly and whether within or outside the Territory, any of the Channel Marks (or any other marks or logos which are, in the opinion of TVTN, confusingly similar to or incorporate any of the Channel Marks) either alone or in combination with any other mark, device or other thing. TVTN reserves the right to inspect any such material at any time without prior notice.

17.5 The DPO shall include appropriate copyright and other legal notices as TVTN may require. The DPO shall within seven (7) days after termination of this SLA return to TVTN or, at TVTN's request, immediately destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of TVTN are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to TVTN all interest in and to any graphic representation created by or for the DPO of any Intellectual Property.

18 Termination, Suspension

18.1 This SLA shall stand terminated due to the efflux of time at the end of the Term.

18.2 TVTN shall have the right to terminate this SLA and/or suspend the signals of Subscribed Channels by giving written notice in accordance with applicable Law if:

18.2.1 TVTN suspends re-transmission/broadcast of such Subscribed Channels in the Territory;

18.2.2 DPO defaults in making payment of Subscription Fee on the Due Date;

18.2.3 The DPO breaches any of its material obligations under this SLA including but not limited to the compliance with Audit requirements (as set out in the SLA), Subscriber Reports, transmitting signals of Subscribed Channels outside the Territory; Anti–Piracy Obligations and compliance of applicable Laws;

18.2.4 the bankruptcy, insolvency or appointment of receiver over the assets of the DPO;

18.3 DPO shall have the right to terminate this SLA as per applicable Law, on written notice to TVTN if:

18.3.1 DPO discontinues its business;

18.3.2 TVTN is in breach of its material obligations under this SLA;

18.3.3 in case of bankruptcy, insolvency or appointment of receiver over the assets of TVTN.

18.4 The right of TVTN to terminate this SLA shall be in addition to, and without prejudice to any other rights or remedies available to TVTN under this SLA or Law.

19 Effect of Termination

19.1 Upon termination of the SLA:

19.1.1 Any Distribution of the Channel(s) by the DPO and its Affiliates and LCOs, shall be unauthorized and illegal and the DPO shall cease to distribute or market the Channel(s) to the Subscribers in the Territory, whether directly or indirectly;

19.1.2 The DPO shall within seven (7) days from the date of termination deliver to TVTN all due and pending Subscriber Reports;

19.1.3 DPO shall pay all pending payments including interest and fair estimated damages accrued to TVTN till date of deactivation;

19.1.4 All materials and information pertaining to TVTN including Confidential Information, and Intellectual Property which are in the possession of the DPO shall forthwith be returned to TVTN and the DPO shall cease to use the same;

19.1.5 TVTN shall, in addition to and without prejudice to any other rights and remedies available under Law, be entitled to receive all outstanding monies due to TVTN including without limitation the Subscription Fee, or part thereof, interest and fair estimated damages due or to become due under the SLA and any amount due to TVTN shall immediately become payable on the date of termination;

19.1.6 The DPO shall forthwith return to TVTN all the Equipment in the same condition as they were made available by TVTN subject to normal wear and tear or dispose/destroy the Equipment as may be instructed by TVTN and provide necessary evidence of such disposal/destruction;

19.1.7 The Parties shall immediately cease to make any representations that they are associated with each other in the Territory;

19.1.8 Termination of the SLA shall not absolve the DPO of its obligations under the SLA.

19.1.9 The rights to Audit shall survive such Termination and / or Suspension of SLA.

20 Renewal

The Parties shall execute new subscription license agreement prior to the expiry of this SLA. If the Parties fail to execute new subscription license agreement prior to expiry of this SLA, TVTN shall disconnect the signals of the Subscribed Channels to the DPO's network, and the DPO shall, at least fifteen (15) days prior to the date of such proposed disconnection, through scrolls on the Subscribed Channels, inform the Subscribers of the date of expiry of this SLA and the date of disconnection of the signals of the Subscribed Channels.

21 Representations / Warranties and Obligations of the Parties

21.1 Each Party represents and warrants to the other Party that:

21.1.1 each of them is a duly incorporated and a validly existing company under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this SLA;

21.1.2 upon execution hereof, this SLA shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;

21.1.3 it has obtained, and shall maintain in full force, during the Term of this SLA, all approvals and consents necessary to perform its obligations under this SLA and operate the business it is conducting in connection with this SLA, as applicable and no consent, authorization, license or approval of any Government Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this SLA.

21.2 The DPO further acknowledges, covenants, represents and warrants that:

21.2.1 neither the DPO nor any director(s), officers(s), agents(s), employees(s), or any other persons(s) acting for or on behalf of the foregoing has (a) offered, paid, promised to pay, or authorised the payment of any money or anything of value, to any government official or Government Authority or any political party or any third party for the purpose of influencing any act or decision of such Government Authority or political party or any third party in relation to the Services or direct business to any person, in each case where such payment , offer or promise is prohibited under any applicable Law to which such entity is subject; or (b) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws.

21.2.2 the DPO, its director(s), officer(s), agents(s), employees or any other person acting for or on behalf of the foregoing has complied and shall continue to (a) comply with all applicable anti-bribery and anticorruption laws and regulations; and (b) engage only in legitimate business and ethical practices in commercial operations, in relation to dealing with any governmental officials or Government Authorities or third parties pursuant to and in relation to the services provided under this SLA.

21.2.3 for the Term of the SLA, the DPO shall be in compliance of applicable Laws including the QoS Regulations.

21.2.4 the DPO shall not cause Exhibition of the Channels via any medium other than the Distribution System.

21.2.5 the DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving Channels.

21.2.6 the DPO has obtained all necessary rights, licenses and permissions relevant to Distribution of the Subscribed Channels on its Distribution System and has submitted all the documents set out in **Annexure C** at the time of execution of the SLA, along with the signed copy of the SLA. The DPO shall furnish such other documents/information as and when required by TVTN, at its sole discretion.

21.2.7 the DPO has not received any written notice from any Government Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed.

21.2.8 the Distribution Systems used by the DPO to exercise the rights under this SLA meet the requirements of applicable Laws, as amended from time to time, including without limitation, the Interconnection Regulations and the SLA. The DPO shall not make available any unencrypted signals or feed from

its Distribution System in contravention of applicable Law, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs.

21.2.9 the DPO shall maintain for the Subscribed Channel(s) first-class signal transmission quality in accordance with the highest international industry standards, subject to the TVTN delivering the signals of Subscribed Channel(s) to the DPO of a quality sufficient to permit the DPO to reasonably comply with such standards. The DPO shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% (ninety nine point nine five percent) reliability per month [which represents service outages incurred by Subscribers not exceeding approximately 22 (twenty two) minutes per Month] without any interruption or deviation from the daily transmission schedule and shall immediately notify TVTN of any degradation to any of the Subscribed Channel(s)' signals.

21.2.10 the DPO shall upon termination or expiry of the SLA forthwith return to TVTN all the Equipment in the same condition as they were made available by TVTN subject to normal wear and tear or dispose/destroy the Equipment as may be instructed by TVTN and provide necessary evidence of such disposal/destruction.

21.2.11 the DPO shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the DPO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).

21.2.12 the DPO undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any the DPO bouquet that contains any channel with pornographic content or any gambling service.

21.2.13 the DPO has not been convicted of any offence by any competent court.

21.2.14 the DPO is financially solvent and is capable of discharging its payment obligations under this SLA.

21.2.15 the DPO shall not pledge, charge or encumber or in any way part with the possession of the Equipment

without the prior written permission of TVTN and shall not remove or shift any Equipment used to avail the Services, without the prior written consent of TVTN;

21.2.16 the DPO shall not shift, remove, modify, misuse or tamper with the Equipment used to avail the Services including the paper seal to prevent opening of the Equipment or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from;

21.2.17 the DPO shall ensure that the CAS and SMS deployed will comply with the requirements laid down under the Interconnection Regulations (as amended from time to time), effective from such implementation date as notified by TRAI and provide certification post testing as per the Interconnection Regulations.

21.2.18 as on the effective date of the SLA and for the Term, the DPO, its shareholders, promoters, directors and key managerial personnel/ partners do not, and shall not, have any conflict of interest in terms of the BCCI Conflict of Interest Rules and that the DPO is not in any manner associated with/ related to the BCCI, the IPL governing council or with any of the BCCI's full members, associate members,

and/or affiliate members, or any of their officials. For the purposes of this clause, "**BCCI**" shall mean the Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020,
India; and "**BCCI Conflict of Interest Rules**" means the BCCI Rules on Conflict of Interest as may be amended/revised/updated/substituted by BCCI from time to time. In the event there is any such conflict of interest during the Term, the DPO shall (a) forthwith notify TVTN of the same in writing and (b) procure necessary approvals (if required) under the BCCI Conflict of Interest Rules. However, TVTN shall have the option to forthwith terminate the SLA without notice at its discretion in the event that any such conflict of interest is notified to it by the DPO or if such conflict of interest otherwise comes to the TVTN's knowledge

21.2.19 all information which has been provided by the DPO to TVTN in connection with this SLA is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.

21.2.20 the obligations of the DPO under this SLA are integral and necessary for protecting the value of the Channels and the content of the Channels;

21.2.21 all restrictions imposed on the DPO and all obligations of the DPO under this SLA are reasonable and justified in light of the transactions contemplated under this SLA, are non-discriminatory, and are not greater than necessary for the legitimate preservation of the value of the Channels and the content of the Channels;

21.2.22 the DPO has carefully read the terms of this SLA and has evaluated all considerations relating to the SLA by the DPO to the terms of this SLA, and the DPO has such knowledge and experience in financial, business and industry matters that it is capable of evaluating the merits and risks of agreement to the terms of this SLA;

21.2.23 the DPO has consulted and obtained advice from its own advisers, including legal, financial, tax and technical advisors and experts, as to all matters, including all obligations of the DPO, under this SLA and on that basis believes that the terms of this SLA are suitable and appropriate for the DPO.

22 Change of Control and Independent Affiliate

22.1 The DPO shall not, without the prior written consent of TVTN, directly or indirectly, including through a subsidiary, enter into or propose to enter into a Change Event. In which event, TVTN reserves its right to deactivate the signals of its Channels as per applicable Laws.

22.2 Further, the DPO agrees and acknowledges that the DPO shall be entitled to connect or make available the signals of Channels through the Distribution System to any Independent Affiliate, only upon execution of a written agreement and clearance of all the outstanding amounts payable by the Independent Affiliate to TVTN until such time the Independent Affiliate was availing the signals of Channels under their agreement with TVTN. For the sake of clarity, it is hereby clarified that Independent Affiliate shall include the LCOs of such Independent Affiliate and/or direct subscribers to whom STBs are issued by such Independent Affiliate.

22.3 Any breach by or on the part of the DPO with regard to the above covenants shall be construed as material breach of this SLA causing substantial loss to TVTN. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under applicable

Law as set out above, the DPO shall be liable to pay TVTN, the entire outstanding amounts payable by the Independent Affiliate to TVTN, within three (3) days from the date DPO connects with the Independent Affiliate and/or makes available signals of Channels to Independent Affiliate.

23 Governing Law, Jurisdiction and Dispute Resolution

The rights and obligations of the Parties under the SLA shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of this SLA. Nothing contained in this SLA shall be construed as restricting or limiting the right of TVTN to take action for violation of its rights by the DPO under applicable Laws.

24 Regulatory Intervention

In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, Laws, ordinances, rules, by-laws or regulations , tax reforms determination or change in classification of goods or services under GST ("**Change in Law**") of any government or statutory authority in India including but not limited to the MIB and TRAI or any final un-appealable order of any competent court or tribunal which would have a material effect on either of the Parties, then the Parties shall amend this SLA or execute fresh SLA to comply with such Change in Law from the effective date of Change in Law, as mandated under the applicable Laws.

25 Indemnification

25.1 The DPO shall without any limitations as to time period or amounts, keep and hold TVTN and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the DPO, or actual or alleged breach of any terms of this SLA by the DPO (including but not limited to breach of any representation and warranty provided by the DPO to TVTN.

25.2 It is expressly understood and agreed between the Parties that TVTN shall have no liability or obligation whatsoever under this SLA, towards the DPO, the Subscribers or any other person or Government Authority, arising from and/or in respect of:

25.2.1 any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow TVTN's instruction, or any use of the Equipment with any apparatus or equipment not authorized by TVTN, in which event TVTN shall not be under any obligation to provide the DPO with any other Equipment;

25.2.2 any delay or failure in the performance of this SLA caused by any reason or event beyond the control of TVTN;

25.2.3 deactivation, disconnection, interruption of the Channels or termination of this SLA by TVTN in accordance with the terms of this SLA for any reason whatsoever (including without limitation on account of the non-payment of Subscription Fee by the DPO or on account of any other breach of this SLA by the DPO); or

25.2.4 failure on the part of the DPO to maintain the licenses and approvals required under applicable Law.

25.3 The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of the DPO. Nothing in this SLA or the contract(s) executed between the Subscriber and the DPO or its Affiliates

or the LCOs shall entitle the Subscriber to receive the Channels from TVTN or create any direct relationship between the Subscriber and TVTN.

26 Limitation of Liability

26.1 TVTN shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this SLA or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

26.2 Without prejudice to the foregoing, the maximum aggregate liability of TVTN for proven and awarded direct damages or losses that may arise out of or in connection with this SLA shall not exceed the Monthly Subscription Fee actually paid by the DPO to TVTN hereunder.

26.3 The Parties herein agree that TVTN under this SLA acts solely as an authorized agent of TVTN and any act done by TVTN under this SLA shall always be construed that such act done by TVTN.

27 Entire SLA and Amendment

The SLA, along with all Annexures and Forms shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements, understanding, communication oral or written, with respect thereto. No amendment of this SLA shall be valid unless prepared in writing and signed (physically or digitally) by each of the Parties.

28 Amendment of SLA

TVTN reserves its right to-

28.1.1 modify, amend, change the name, genre, language, definition, format, logo of Channels;
28.1.2 modify, amend and/or withdraw Bouquets;
28.1.3 modify, amend and change MRP of Channels;
28.1.4 modify, amend and replace the SLA or any part thereof;
28.1.5 launch, offer, withdraw, modify any conditions and/or parameters and/or Incentives and/or Promotional Offers;

as per applicable Law.

29 Force Majeure

TVTN shall not be responsible for any delay in or failure of performance resulting directly or indirectly from Force Majeure Event including any failure or delay in transmission of Channel(s) by TVTN. In the event the performance of TVTN's obligation hereunder is affected by a Force Majeure Event, the same shall not relieve the DPO from its obligations under this SLA including payment of Monthly Subscription Fee.

30 Confidentiality

The DPO shall keep in strict confidence any Confidential Information received by it from TVTN and shall not disclose the same to any person, not being a party to this SLA. The DPO shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential

Information by the DPO to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis and shall also be bound by the terms of this clause. Confidential Information shall, at all times, remain the exclusive property of TVTN and the DPO shall not acquire any rights in the Confidential Information. Notwithstanding the foregoing, disclosure may be made to the extent necessary if required by court order, government agency or securities regulating body, in which case any and all documents, information or materials disclosed shall be marked "confidential" and the DPO shall notify TVTN of its intent to disclose all or part of the SLA.

31 Notices

All notices must be in writing sent by email, speed post, fax, personal delivery or courier to the addresses referred in this SLA, unless otherwise notified. All notices to TVTN shall be addressed to the attention of the representative referred in this SLA and to TVTN to the attention of the Distribution Head at its registered office referred in this SLA.

32 Assignment

32.1 Notwithstanding anything contained in the SLA, the DPO shall not have the right, without the prior written consent of TVTN, to assign or transfer the SLA or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of the Clause 32, the DPO shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channel(s) and in material breach of this SLA which shall entitle TVTN to terminate the SLA and deactivate or disconnect the signals of the Subscribed Channel(s) and take any other measures as may be lawfully appropriate.

32.2 TVTN may, at any time, assign the SLA including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as TVTN vis-à-vis the DPO. Such assignment by TVTN shall be effective on and from the date as communicated in writing by the TVTN to the DPO.

33 Survivability

Clauses, 5 (Subscription Fee), 10 (Payment Terms), 13 (Audit), 17 (Intellectual Property), 21 (Representations/Warranties and Obligations of Parties), 23 (Governing Law, Jurisdiction and Dispute Resolution), 25 (Indemnification), 26 (Limitation of Liability), 30 (Confidentiality), and 31 (Notice) shall survive termination or expiration of this SLA.

For the avoidance of doubt, it is further clarified that the clauses pertaining to the Payment Terms, Subscription Fee, Audit, Intellectual Property, Representations/Warranties and Obligations of Parties, Governing Law and Jurisdiction, Indemnification, Limitation of Liability, Confidentiality, and Notice under the erstwhile agreements shall survive the erstwhile agreements executed between the Parties.

34 Specific Performance

The DPO agrees that damages may not be an adequate remedy and TVTN shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the DPO from committing any violation or enforce the performance of the covenants, representations and obligations contained in this SLA. These injunctive remedies are cumulative and are in addition to any other rights and remedies TVTN may have at law or in equity, including without limitation a right for damages.

35 Severability

If any provision of this SLA becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this SLA shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

36 Data Privacy

The DPO authorizes and consents to the use of its personal or sensitive personal information ("**Data**") by TVTN including its Affiliates, agents, representatives, advisors or sub-contractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary pursuant to this SLA including for making payments due to the DPO. The DPO understands and acknowledges that (i) the Data is the DPO's personal or sensitive personal information as understood within the meaning of the Law(s); (ii) the DPO has voluntarily and at its option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to this SLA; and (iii) the Data will or may be transferred by TVTN to another party including its Authorized Entities, for such lawful purposes as may be deemed necessary pursuant to this SLA. The use of the Data by TVTN shall be governed by the provisions of the privacy policy available at TVTN's Website. The DPO agrees and accepts to be bound by the terms thereof.

37 Relationship between the Parties

37.1 The relationship between the Parties shall be that of a licensor and licensee. Nothing contained in this SLA will be construed as to constitute the DPO as a joint venture, partners or agents, franchisee nor will any similar relationship be deemed to exist between the DPO and TVTN. TVTN shall not be held responsible or liable to the DPO or to any third person for any expense incurred by the DPO unless specifically set forth in this SLA including any Annexure(s) or Schedule(s), nor will TVTN be held responsible or liable to the DPO or to a third person for or on account of any of the DPO's employees or agents. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with TVTN by virtue of this SLA or by TVTN's delivery of the Subscribed Channel(s) to the DPO. This SLA between TVTN and the DPO is on principal to principal basis and is terminable in nature.

37.2 Further it is expressly agreed that the DPO is, subject to the terms and conditions of this SLA, making available the Subscribed Channel(s) to its Subscribers in its own right and in the course of its own business. The DPO is not acting on behalf of TVTN. It is expressly agreed and understood that TVTN has not given to the DPO any right to represent TVTN in any manner. Accordingly, any margin (including the discount / incentive that the DPO is, upon the fulfilment of the terms and conditions of the SLA, entitled to and the Distribution Margin) earned by the DPO from the Subscribers under the SLA is not a commission or amount paid in any manner to the DPO by TVTN.

38 No Waiver

The failure of either Party to insist, in any one or more instances, upon performance of any of the provisions of this SLA or to enforce any such provisions shall not result in the relinquishment of any such rights, shall not make such provisions or rights obsolete and such provisions and rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude any other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this SLA (or the consequences of any such breach as provided for in this SLA) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this SLA.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the SLA.

Signed For and on behalf of **DPO**	Signed For and on behalf of **T.V. TODAY NETWORK LIMITED**
Sign	Sign
Name	Name
Title Authorised Signatory	Title Authorised Signatory
Date	Date

ANNEXURE A

REPORT FORMATS

A: Monthly subscription reports of channels or bouquets to be provided by the DPO to TVTN.

Reported Month: _____ Year: _____

Date of generation of Report: _____

Date of submission of Report by the DPO: _____

A.1Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Table 1- Monthly subscription for a-la-carte channels

S. No.	Name of the channel	Number of unique Active Subscribers of the Subscribed Channel on 7th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 14th day of	Number of unique Active Subscribers of the Subscribed Channel on 21st day of the month	Number of unique Active Subscribers of the Subscribed Channel on 28th day of the month	Monthly average subscribers of the Subscribed Channel

DPO

For T.V. Today Network Limited

			the month			
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3)+(4)+(5)+(6)]/4
1.						
2.						

Table 2- Monthly subscription for bouquets of pay channels

S. No.	Name of the Subscribed bouquet	Name of Subscribed Channels forming part of Subscribed Bouquet	Number of unique Active Subscribers of the Subscribed Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1.							
2.							

Table 3 - Monthly subscription for DPO Bouquets

S. No.	Name of the DPO Bouquet	TVTN Bouquet(s) that are part of the DPO Bouquet	TVTN A la carte channel(s) that are part of the DPO Bouquet	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 7th day of	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 14th day of	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 21st day	Number of unique Active Subscribers of the Subscribed DPO Bouquet on	Monthly average subscribers of the Subscribed DPO Bouquet

DPO

For T.V. Today Network Limited

				the month	the month	of the month	28th day of the month	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]/4
1.								
2.								

For all of the above Tables 1, 2 and 3: Separate reports for the following markets by each Headend are required -

- Andaman & Nicobar Islands
- Andhra Pradesh
- Arunachal Pradesh
- Assam
- Bihar
- Chandigarh
- Chattisgarh
- Dadra & Nagar Haveli
- Daman & Diu
- Delhi
- Goa
- Gujarat
- Haryana
- Himachal Pradesh
- Jammu & Kashmir
- Jharkhand
- Karnataka
- Kerala
- Lakshadweep
- Madhya Pradesh
- Maharashtra
- Manipur
- Meghalaya
- Mizoram
- Nagaland
- Odisha
- Puducherry
- Punjab

- Rajasthan
- Sikkim
- Tamil Nadu
- Telangana
- Tripura
- Uttar Pradesh
- Uttarakhand
- West Bengal

ANNEXURE B

ANTI-PIRACY OBLIGATIONS AND CONTENT PROTECTION SYSTEMS

The DPO shall adhere to the following Content Protection/Security obligations in addition to the provisions of the Interconnection Regulations including but not limited to Schedule III and Schedule IX of the Interconnection Regulations.

A. Content Protection Systems

1. Input/ Output Requirements for STBs.

(i) Video Input Controls. Any digital input capable of receiving non-service video signals for transmission to a television monitor must respect the instructions embedded in the Subscribed Channels and Subscribed Channel's content. DPO and TVTN further agree to hold periodic joint meetings to discuss digital piracy and potential technology solutions.

(ii) Digital Outputs. DPO shall not transmit or cause or permit the Distribution of the Subscribed Channels and Subscribed Channel's content via any digital output.

(iii) Output Control. DPO shall ensure that each STB has the capability to enable or disable individual outputs on a program-by-program basis and shall do so upon request of TVTN.

2. General Requirements

(A) Technical Facilities; Copy Protection. DPO shall employ such full security systems and encryption and encoding procedures as are appropriate in accordance with the instructions of TVTN to prevent unauthorised persons from receiving, duplicating or retransmitting, all or any part of any Channels. Without limiting the foregoing, DPO shall employ security systems and procedures to protect the Channels from damage, theft and loss, including the following:

(i) DPO will maintain a vulnerability management team that conducts risk assessments and reviews applicable security patches and upgrades of the Distribution System.

(ii) DPO shall not make, authorise or permit any other person to make, any duplicate copies of the Channels without TVTN's prior written consent.

(B) Copy Control Information. DPO shall not strip out or obscure data fields or other data packets containing the embedded technology or other encoding or watermarks (including forensic watermark) as may be embedded in the Channels and Channels content as delivered to DPO.

ANNEXURE C

DOCUMENTS/INFORMATION TO BE SUBMITTED BY DPO

a) Copy of Audit Report, if an audit was caused by DPO in 12 months prior to execution of this SLA b) Schedule III compliance declaration
c) BIS certificates for all makes & models of STB deployed by DPO after DAS implementation. d) Certificate from all the CAS vendors.
e) Certificate from SMS vendors.
f) Certificate from STB vendors.
g) License copy
h) Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of DPO (Applicable for Company)

DPO

For T.V. Today Network Limited

i) Partnership Deed and Authorisation letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
j) Signature proof of authorized signatory (Applicable for sole proprietorship)
k) Pan Card copy/Form 60
l) GST Registration Certificates
m) TAN No.
n) VPN/Remote Access declaration in case of DPO's deploying PIRDs.
o) List of associated Joint Ventures

DPO

For T.V. Today Network Limited

ANNEXURE D

LIST OF CHANNEL(S) AND BOUQUETS

A. Channels on A-la-Carte basis and MRP

Sr. No.	Channel Name (Standard Definition)	Maximum Retail Price (MRP) of Channel (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	Genre	DPO to select the Channel (Yes/No)
1	Aaj Tak	0. 75	0.60	Hindi (News & Current Affairs)	
2.	Good News Today	0.25	0.20	Hindi (News & Current Affairs)	
3.	India Today	1.5	1.20	English (News & Current Affairs)	

Sr. No.	Channel Name (High Definition)	Maximum Retail Price (MRP) of Channel (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	Genre	DPO to select the Channel (Yes/No)
1	Aaj Tak HD	2.0	1.60	Hindi (News & Current Affairs)	

B. Channels on Bouquets basis

The bouquets offered by TVTN are listed hereunder:

SD Bouquets

1.	**Hindi News Aaj Tak Pack**		
Channels comprised in Bouquet	**Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month**	**DPO List Price (in INR) per Subscriber per month**	**DPO to select the Bouquet (Yes/No)**
Aaj Tak	0.75	0.60	

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Good News Today			

2.	**English News India Today Pack**		
Channels comprised in Bouquet	**Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month**	**DPO List Price (in INR) per Subscriber per month**	**DPO to select the Bouquet (Yes/No)**
Aaj Tak	1.75	1.40	
Good News Today			
India Today			

<u>HD Bouquets</u>

1.	**Hindi News HD Aaj Tak HD Pack**		
Channels comprised in Bouquet	**Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month**	**DPO List Price (in INR) per Subscriber per month**	**DPO to select the Bouquet (Yes/No)**
Aaj Tak HD	2.0	1.60	
Good News Today			

2.	**English News HD India Today Pack**		
Channels comprised in Bouquet	**Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month**	**DPO List Price (in INR) per Subscriber per month**	**DPO to select the Bouquet (Yes/No)**
Aaj Tak HD	2.5	2.0	
Good News Today			
India Today			

Note:

(i) MRP is per subscriber per month and the same is exclusive of all applicable indirect taxes including but

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not limited to GST, cess, charges, levies, duties, or similar taxes, as applicable. All applicable taxes shall be charged by TVTN and payable by DPO.

(ii) This above applicable rates of the Channels rate card shall be read with the Interconnection Regulations and Tariff Order, as amended.

Illustrations pertaining to calculation of the Monthly Subscription Fee:

Illustrations pertaining to calculation of the Monthly Subscription Fee of Subscribed A-la-carte Channel(s) [as per clause 5.2.1 of the SLA]

Illustration A:

If the DPO has opted for Aaj Tak and offers the same on A-la-carte basis to its Subscribers and the Monthly Average Subscriber Level for a particular month reported by the DPO is 10,000 subscribers for Aaj Tak, then the Monthly Subscription Fee payable by the DPO for that particular month for Aaj Tak will be calculated as below:

MRP of Aaj Tak	*INR 0.75*
Less: Distribution Margin (20% of MRP)=	*INR 0.15*
DPO List Price =	*INR 0.60*
Monthly Average Subscriber Level for Aaj Tak reported by DPO =	*10,000 subscribers*
Monthly Subscription Fee for Aaj Tak for that month =	*INR 6,000 (0.60 x 10,000)*

If the DPO is offering the Subscribed A-la-carte Channels to its Subscribers, in any Bouquet or Bouquets, then the Monthly Subscription Fee for such Subscribed Channels, shall be equal to the DPO List Price of such Subscribed A-lacarte Channels multiplied by the Monthly Average Subscriber Level of each Bouquet or Bouquets in which such Subscribed Channels have been placed.

Illustration B:

If the DPO has opted for Aaj Tak on A-la-carte basis and has placed Aaj Tak in package "X" of the DPO. The Monthly Average Subscriber Level for a particular month reported for package X by the DPO is 20,000 subscribers, then the Monthly Subscription Fee payable by the DPO for that particular month for Aaj Tak will be calculated as below:

MRP of Aaj Tak	*INR 0.75*
Less: Distribution Margin (20% of MRP) =	*INR 0.15*
DPO List Price =	*INR 0.60*
Monthly Average Subscriber Level for Package X reported by DPO=	*20,000 subscribers*
Monthly Subscription Fee for Aaj Tak for that month =	*INR 12,000 (0.60 x 20,000)*

For Subscribed A-la-carte Channels & availed Incentive, refer to illustrations under Annexure F to understand the

calculation of the Eligible Incentive Value.

Illustration pertaining to Discontinuation or Removal of Channel in a Subscribed Bouquet [as per clause 12 of the SLA]

Illustration C:

If Good News Today is discontinued or removed from the Subscribed Bouquet, MRP of **English News India Today Pack** will change from INR 1.75 to INR 1.58.

A-la-carte MRP of Good News Today - INR 0.25
Sum of A-la-carte MRP of English News India Today Pack – INR 2.5

Hence reduction factor
= A-la carte MRP of discontinued or removed Channel ÷ Sum of A-la-carte of all Subscribed Channels forming part of the Subscribed Bouquet
= 0.25/2.5 x 100
= 10.0%

Hence new bouquet MRP – INR 1.75* (1-10.0%): ~ INR 1.58.

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For T.V. Today Network Limited

ANNEXURE E

TERM AND TERRITORY

TERM

Effective Date - _____ 20__ or the date of execution of this SLA (whichever is later)

TERRITORY

Details of agreed areas for Distribution of Subscribed Channels by the DPO

Specific Areas	Corresponding states/ union territories	Servicing Head -end Address

ANNEXURE F

INCENTIVE

To enhance access to diverse content comprised in the Channels, TVTN is offering Incentive as per applicable Law to the DPO as set out herein below. TVTN believes that by availing this Incentive, the DPOs will have the ability to pass on the benefit of this Incentive to the Subscribers and thus making access to Channels more affordable. **The DPO to indicate its intent to avail the Incentive, by mentioning (Yes/No): _____**

By mentioning Yes, the DPO represents and agrees that:

1. The DPO has gone through the Incentive offered by TVTN in its entirety and in true spirit and is desirous of availing the Incentives under this SLA.
2. The DPO shall be eligible for the opted Incentive by complying with the respective Incentive qualifying parameters and by providing Qualifying Reports in the formats set out in **Table B in** this **Annexure F** to TVTN**.** 3. On such compliance, the DPO shall share the Qualifying Reports with TVTN for calculation of the applicable Incentive. Basis the calculations provided by TVTN to DPO and subject to eligibility, TVTN shall intimate (emails permitted) the DPO of the entitled incentive value (Eligible Incentive Value) upon receipt of Qualifying Report. On receipt of the same, DPO shall raise duly signed invoices (preferably digitally signed) in accordance with GST Laws towards the Eligible Incentive Value on TVTN within 3 days from date of

receipt of said intimation from TVTN. The DPO's invoice towards such Eligible Incentive Value shall refer to the GSTIN of TVTN included in the TVTN'S invoice towards Subscription Fee.

4. The amount payable as per the invoice raised by DPO in accordance with GST Laws towards Eligible Incentive Value (subject to applicable withholding tax/TDS and other deduction as per applicable Laws) shall be adjusted against the outstanding Subscription Fees payable by the DPO to TVTN, or where there is no outstanding Subscription Fees, such Eligible Incentive Value shall reflect as a credit balance, provided all the conditions listed under this Annexure F with respect to availing Incentive are met. The Parties agree that such adjustment will be construed as payment of respective fees, as applicable.
5. The Eligible Incentive Value payable by TVTN in respect of Incentive shall be exclusive of GST, cess, charges, levies, duties, or similar taxes, as applicable, unless the DPO has opted for the composition scheme in which case the Eligible Incentive Value will be inclusive of GST.
6. In due compliance of its obligations, DPO shall remit the GST so charged (if any) from TVTN, subject to a valid invoice / debit note, (as well as e-invoice as may be applicable) to the appropriate Government Authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables TVTN to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on TVTN) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to TVTN under its appropriate GST registration under applicable laws for non-payment of taxes charged to TVTN or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTN platform), then the DPO shall rectify the said non-compliances/errors to ensure that TVTN gets the credit in the subsequent month. In the event, the noncompliance/ error is not rectified by the DPO as above, then TVTN shall have the right to set off such shortfall (including any past shortfall under any agreement) against the subsequent payments of the Eligible Incentive Value to the DPO or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the DPO. If the DPO is blacklisted or its compliance rating falls below the prescribed limit, tax charged by the DPO in the invoice would be paid by TVTN only after the credit is reflected on GSTN platform.
7. Eligible Incentive Value to be paid by TVTN shall be subject to deductions as prescribed under any applicable law including but not limited to GST and Income Tax Act, 1961.
8. If at any time during the course of this SLA, the DPO registers itself as a "Casual Taxable Person" for the purpose of GST pursuant to its performance under this SLA, then all invoices will be raised by the DPO for incentive while it is validly registered as a "Casual Taxable Person".
9. If TVTN has already paid the Eligible Incentive Value and there is a decrease in the same, then DPO will issue to TVTN a credit note for the differential amount. The credit note should be issued in accordance with applicable Laws.
10. If there is an increase in Eligible Incentive Value due to provision of additional [services/goods], then the DPO will issue to TVTN a debit note for the differential amount. The debit note should be issued in accordance with applicable GST Law.
11. All invoices, credit notes and debit notes issued by the DPO must set out the various taxes that are charged including but not limited to the GST and must be issued in accordance with the applicable Laws and should be sent to TVTN within [7(seven)] days of issuance. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note, then TVTN will not be required to pay any such taxes and such taxes will be borne by the DPO.
12. The DPO shall nominate a person who will be single point of contact for TVTN for all communication regarding any discrepancy on GSTN reporting by DPO.
13. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under the SLA, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.
14. As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this SLA), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such

compliance.

15. The DPO's compliance of the terms of this **Annexure F**, shall be in addition to DPO's compliance of the rest of the terms of this SLA.
16. The DPO shall not be entitled for any Incentive(s) in the event-
    16.1.1 The DPO fails to comply with any of the terms and conditions of the SLA and/or
    16.1.2 The DPO fails to meet any of the Incentive qualifying parameters and/or fails to submit the Qualifying Reports in the prescribed format in **Table B in** this **Annexure F** on or before the Qualifying Report Deadline and/or
    16.1.3 There is a discrepancy between the Subscriber Reports and Qualifying Report submitted by DPO.

With reference to availing Incentive under this Annexure F by the DPO, TVTN shall have the right to audit the Addressable Systems, CAS, SMS and other related systems of the DPO by an auditor duly authorized by TVTN or Empaneled Auditor to verify the DPO's compliance of its obligations, declarations, representations and warranties under this Annexure F including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by the DPO to TVTN for availing such Incentive hereunder. If during the Audit it is revealed that the DPO has misrepresented any information contained in the Qualifying Report or any item having a bearing on the computation of the opted Incentive and/ or the Monthly Subscription Fee payable by the DPO, without prejudice to TVTN's rights under this SLA and applicable Laws, TVTN shall be entitled to revoke the Incentive availed by the DPO and/or if TVTN has already paid the Eligible Incentive Value, then the DPO shall be liable to issue a credit note in accordance with applicable GST Laws to TVTN of the Eligible Incentive Value already paid by TVTN.

INCENTIVE SCHEME

TVTN is offering Incentive on Subscribed A-la-Carte Channels and Subscribed Bouquet subject to fulfilling the conditions detailed hereinbelow.

Objective	To ensure reach and access of Channels to target subscriber/consumers base of the Platform including to under-served markets.
Eligibility Condition	Providing the Qualifying Reports on or before the Qualifying Report Deadline.
Incentive Qualifying Parameters	I. Incentive for Focus Market DPOs shall be entitled to Penetration Incentive of 15% on the applicable subscribed A-la-carte Channels and Subscribed Bouquet in the respective Focus Market(s) provided that the DPO satisfies the following conditions for the respective channels individually: a) Achieving Penetration Level(s) of the respective channel as set out in Table A on its Active Platform Subscriber Base in the Focus Market where the DPO is present. b) Penetration Threshold for a channel will be calculated by adding the subscribers of the SD & HD Channel (e. Aaj Tak+Aaj Tak HD) in the market. II. Incentive for markets other than Focus Markets (i.e. States of Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry, Andaman &

DPO

For T.V. Today Network Limited

	Nicobar Islands) DPOs shall be entitled to Incentive of 15% on all subscribed A-la-carte Channels and Subscribed Bouquet in markets other than Focus Market provided that the DPO submits the Qualifying Report within the Qualifying Report Deadline.

Active Platform Subscriber Base shall mean the subscribers who have subscribed to broadcasting services from the DPO.

Active Platform SD Subscriber Base shall mean the Active Platform Subscriber Base who have subscribed for only SD Channels from the DPO.

Active Platform HD Subscriber Base shall mean the Active Platform Subscriber Base who have subscribed for one or more HD channels from the DPO.

Focus Market shall mean the markets as set out in **Table A** where the DPO has Active Platform Subscriber Base.

Penetration Level shall mean the penetration of Subscribed Bouquets or Subscribed A-la Carte Channels achieved by the DPO in a Focus Market.

Qualifying Report shall mean the reports to be provided by the DPO in the format set out in Qualifying Reports Section, on or before the Qualifying Report Deadline.

Qualifying Report Deadline shall mean seventh (7th) day from the end of each calendar month, on or before which, the DPO has to provide the Qualifying Report to TVTN.

Note: For the purpose of calculation of Active Platform Subscriber Base, Active Platform SD Subscriber Base Active Platform HD Subscriber Base and Penetration percentage (%) for a particular month the average subscriber numbers of 7th, 14th, 21st, & 28th of that particular month will be considered.

TABLE A

Lead Channel	Focus Market	Penetration Level Required
Aaj Tak + Aaj Tak HD	Hindi Speaking Markets (HSM) - All States & Union Territories (UT) excluding Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry, Andaman & Nicobar Islands	75%
Good News Today	Hindi Speaking Markets (HSM) - All States & Union Territories (UT) excluding Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry, Andaman & Nicobar Islands	75%
India Today	All India	10%

TABLE B QUALIFYING

REPORTS

Distribution Incentive Report:

Table 1: DPO should submit separate reports for every head-end and for each State and Union Territory as per the

following format

No.	State	Subscriber Base	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Monthly Average Active Subscribers
	(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	State 1	Active Platform SD Subscriber Base					
2	State 1	Active Platform HD Subscriber Base					

Table 2: DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

In case any of the Subscribed Bouquets or Subscribed A-la-Carte channels are made available in multiple DPO packages, separate line item will be required for each DPO package.

For all Subscribed Bouquets the DPO shall provide the channel level reports in the same format as detailed below:

State	Bouquet Code	Bouquet Name	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Month & Year

For all Subscribed A-la-carte Channels the DPO shall provide the channel level reports in the same format as detailed below:

State	ALC Code	A-l-a-carte Channel Name	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Month & Year

Templates of all Qualifying Reports (in Microsoft Excel):

The DPO can obtain the Qualifying Reports format in Microsoft Excel upon request from TVTN and also available on TVTN's Website.

ANNEXURE G

EQUIPMENT DETAILS

I. Registration No. (under the Cable Television Networks (Regulation) Act, 1995, DAS Guidelines, DTH Guidelines, HITS Guidelines, IPTV Guidelines, as amended, as applicable)– _____

II. Address in the Registration Certificate -

III. Details of Head-end, Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by DPO

IV. Installation Address(es) of CAS and SMS server

Details of CAS & SMS deployed by the DPO									
	CAS					**SMS**			
Sl. No.	**Make**	**Version**	**Network ID**	**CAS ID**	**CAS Server installation address**	**Make**	**Version**	**Network ID**	**SMS Server installation address**
1									
2									
3									
4									
5									

V. Viewing Card and & IRD Details (DPO to declare the entire list and attach extra sheet if required):

Channel	**IRD/PIRD/CAM No.**	**Viewing Card No.**	**IRD/PIRD placed Headend Details**	
			Name of the Headend	**Address of the Headend**

VI. **List of LCO (applicable if DPO is an MSO):** (DPO to declare the entire list and attach extra sheet if required) **ANNEXURE H**

_____ _____

DPO For T.V. Today Network Limited

INTERCONNECT AGREEMENT DETAILS

Subscription License Agreement dated _____for the period commencing from _____ to _____, including amendments (if any), executed between TVTN and DPO.

_____ _____

DPO For T.V. Today Network Limited

ANNEXURE I

INVOICE ADDRESS AND GSTIN

S. No.	States / Union Territories ("UT") within the Territory	GSTIN (to be used for billing the subscribers for these States/UT)	Full Address for this location as per GST registration certificate
1.	Andaman & Nicobar Islands		
2.	Andhra Pradesh		
3.	Arunachal Pradesh		
4.	Assam		
5.	Bihar		
6.	Chandigarh		
7.	Chattisgarh		
8.	Dadra & Nagar Haveli		
9.	Daman & Diu		
10.	Delhi		
11.	Goa		
12.	Gujarat		
13.	Haryana		
14.	Himachal Pradesh		
15.	Jammu & Kashmir		
16.	Jharkhand		
17.	Karnataka		
18.	Kerala		
19.	Lakshadweep		
20.	Madhya Pradesh		
21.	Maharashtra		

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22.	Manipur		
23.	Meghalaya		
24.	Mizoram		
25.	Nagaland		
26.	Odisha		
27.	Puducherry		
28.	Punjab		
29.	Rajasthan		
30.	Sikkim		
31.	Tamil Nadu	**33CCJPS4784G2Z5**	**28/8, Thudiyalur Main Road, KCT Tech Park Opp,Saravanampatti, Coimbatore, Tamil Nadu, 641035**
32.	Telangana		
33.	Tripura		
34.	Uttar Pradesh		
35.	Uttarakhand		
36.	West Bengal		

Please attach the attested copies of the GST registration certificate(s) of the GSTINs provided above.

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For T.V. Today Network Limited

ANNEXURE J

ADDITIONAL DISCLOSURES

	Yes	No
Conflict of Interest: Whether the DPO is a related party to any TVTN employee? If yes, please provide details:		
Whether the DPO is a state-owned enterprise or a Govt Company? If yes, please provide details:		
Whether Key Management Personnel from DPO is a Govt Official? If yes, please provide details:		

DPO

For T.V. Today Network Limited

For DPO

DPO

For T.V. Today Network Limited

REFERENCE INTERCONNECT OFFER ("RIO")

This RIO version 2 of 2024 is issued and published by Zee Entertainment Enterprises Limited ("**Broadcaster**" "**ZEEL"**) under authorization, pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017, as amended ("**Interconnection Regulations**"), The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, ("**Tariff Order**") (as may be amended from time to time) and The Telecommunication (Broadcasting and Cable) Services Standards Of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 as amended ("**QoS**") (Interconnection Regulations, Tariff Order and QoS are collectively referred to as "**2017 Regulations**") read with The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (collectively referred to as "**2020 Amendment Regulations**") and The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 dated November 22, 2022 and The Telecommunication (Broadcasting And Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 dated November 22, 2022 (**collectively referred to as "2022 Amendment Regulations"**). In accordance with the Telecom Regulatory Authority of India (**"TRAI"**) Press Release dated November 22, 2022, the 2017 Regulations read with 2020 Amendment Regulations and 2022 Amendment Regulations and the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Fifth Amendment) Regulations, 2023, dated September 14, 2023 (**"2023 Amendment Regulations"**). This RIO shall be effective from the **26th day of April 2024 .**

This RIO supersedes the previous RIO hoisted on ZEEL's website. ZEEL is hereby filing this RIO owing to change in name of existing pay Channel "Zee Ganga" to "Zee Anmol Cinema 2" followed by change in its genre, language, MRP and bouquet composition and discontinues the existing RIO.

The terms mentioned in this RIO constitutes all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster's available Channels to Subscribers in terms of the regulations and supersedes the previous RIO / Interconnection Agreement(s) Of ZEEL hoisted on ZEEL's website. As per Regulation 10 (5) and (6) of Chapter IV of the Interconnection Regulations, those distribution platform Operators desirous of obtaining signals of Broadcaster's Channels shall make a written request vide an "APPLICATION FORM FOR REQUEST OF SIGNALS" which is available on ZEEL website under the link www.zee.com/mrp-agreement/.The Operator shall along with the Service Form 1, also submit all relevant information, documentary evidence / technical compliance report as required therein showing that the Operator's addressable systems to be used for distribution of Broadcaster's available Channels meet the requirements specified in the Schedule X of the Interconnection Regulation. On receipt of the request from the Operator in the manner set out hereinabove along with required information and mandatory documents, the Broadcaster and Operator will enter into the Interconnection Agreement attached hereto containing all the terms and conditions on an "as-is" basis and without the Operator making any unilateral changes/modifications. In the event ZEEL is in receipt of an Interconnection Agreement signed and sent by the Operator with their unilateral changes, such Interconnection Agreement shall be deemed void ab-initio and non-binding. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of Broadcaster's available Channels, the Operator shall not be in default of payment to the Broadcaster in terms of the second proviso of regulation 3(2) of the Interconnection Regulations. Accordingly, the Operator shall not have any outstanding amounts due and payable to the Broadcaster in terms of the existing agreement(s) as on the date of execution of this RIO, unless the Broadcaster at its sole discretion grants additional time to the Operator to remit the outstanding amount on just and equitable grounds. It is further clarified that the execution of the Interconnection Agreement by ZEEL shall not amount to any waiver by ZEEL of its rights available under Applicable laws and/or erstwhile Interconnection Agreement/s (defined hereunder) to claim any outstanding Monthly Subscription Fee and any total annual or erstwhile outstanding or any demand etc due and payable to ZEEL, as per the terms of this Agreement and the prevailing laws.

In the event the Operator opts for downloading the Interconnection Agreement from the website of ZEEL and signs the said downloaded Interconnection Agreement, it shall be mandatory for the Operator to send it to ZEEL within seven (7) days of signing and such an Interconnection Agreement shall be binding only after it is counter-signed by ZEEL. It is further clarified

that any signed Interconnection Agreement from the Operator shall not be legally binding (i) if the Interconnection Agreement sent by the Operator has any unilateral changes and/or (ii) if the said Interconnection Agreement is received after a new version of RIO/ Interconnection Agreement is uploaded by ZEEL on its website. In the event ZEEL modifies and uploads a revised RIO/ Interconnection Agreement on its website, any unexecuted Interconnection Agreement shall be null and void.

In the event there is any change in the Applicable Laws, the Broadcaster reserve the right to revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement covering all such revisions/ modifications/ alterations shall be executed between the Parties. In such an event, this RIO and / or the existing agreement shall automatically be null and void.

It is further clarified that in order to be eligible to execute the Interconnection Agreement, the Operator must be compliant with all Applicable Laws, including the Regulations of TRAI, The Cable Television Networks (Regulation) Act, 1995 and Cable Television Networks (Regulation) Rules 1994, as amended from time to time and the 'Policy Guidelines for IPTV Service' in India.

This RIO read along with the Interconnection Agreement attached hereto is being published by the Broadcaster for its available Channels and also for available Channels of its group companies (if any) under authorisation from the respective Broadcaster**,** in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Upon signature of the Operator and counter signature by the Broadcaster, the Interconnection Agreement shall become binding on the Parties and enforceable in law. Both the RIO and the Interconnection Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO.

By executing this RIO, the Operator declares and undertakes that-

(i) The Operator is compliant with the Applicable Laws and holds the necessary licenses/permissions for rebroadcasting/retransmitting the signals of the Broadcaster's available Channels;

(ii) The Operator is financially solvent and capable of discharging its payment obligations under this RIO;

(iii) The Operator has not been convicted of any offence by any competent court;

(iv) The Operator has furnished all relevant documents/information along with the signed copy of this RIO, and shall furnish such further documents/information as and when required by the Broadcaster, at its sole discretion

SERVICE FORMS

To enable better service to the Operators and to expedite and facilitate the documentation for ZEEL's Channels and/or ZEEL's Bouquets, ZEEL has uploaded the below Service Forms on its website www.zee.com/mrp-agreement/ and they are also annexed hereto as **Schedule K** of the Interconnection Agreement:

a) **Service Form 1- Application Form**
b) **Service Form 2- Amendment Agreement for Modification of Subscribed Zee Channels and/or Zee Bouquets**
c) **Service Form 3- Amendment Agreement for Modification of Authorized Areas**
d) **Service Form 4- Form for Addition/ Discontinuation/ Alteration of the Addressable Systems and/or Encryption Systems**
e) **Service form 5- Form for Change of Control**
f) **Service form 6- Form for Discontinuation of Operations**

On execution of any of the aforesaid Service Forms, the said Service Forms shall form an integral part of the said Interconnection Agreement(s).

Broadcaster has designated the following authorized representatives to receive the request for execution of Interconnection Agreement from Internet Protocol Television ("**IPTV**") Operators, and also to address their grievance redressal pertaining to this RIO/Interconnection Agreement.

Designated officials For IPTV Operator:				
Sr. No.	**Name of the Designated**	**Contact no.**	**Email id**	**Name of the State/Territory for which the official is designated**

	official			
1	Mr. Shiv Pancholi	022 - 71061106	shiv.pancholi@zee.com	Gujarat, Maharashtra, Chhattisgarh, Madhya Pradesh, Rajasthan, Dadra And Nagar Haveli, Daman & Diu, Goa.
2	Mr. Venkat Saradhi Talasila	040 - 42426200	venkat.talasila@zee.com	Andhra Pradesh, Karnataka, Kerala, Puducherry, Tamil Nadu, Telangana, Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu And Kashmir, Ladakh, Punjab, Andaman & Nicobar, Lakshadweep.
3	Mr. Rejo Francis T	0120 - 4657939	rejo.francis@zee.com	Arunachal Pradesh, Assam, Bihar, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, Uttar Pradesh, Uttarakhand, West Bengal.

**Execution of this RIO and provision of signals under this RIO shall not amount to a waiver by the Broadcaster of its right to claim all outstanding Subscription Fees under the erstwhile agreement/s and Broadcaster shall be within its rights to claim the same including termination of this RIO, as per Applicable Law, for non-clearance of all outstanding dues under the erstwhile agreement/s.*

Agreement Number :

RIO Version Number : ZEEL RIO NTO 3.0 Version 2 of 2024/27-03-2024(IPTV)

Operator Code :

INTERCONNECTION / AGREEMENT

This Interconnection Agreement ("**Agreement**") is executed (on the date herein below mentioned) by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Indian Companies Act, 1956/ 2013 (as applicable) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at 1493, 1st Floor, above Canara Bank, Chandni Chowk, New Delhi-110006 (hereinafter referred to as **"ZEEL"/"Broadcaster**" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

And

_____, having its registered office as specified in **Schedule D** hereinafter referred to as **"Operator"**, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns).

Legal Status of Operator: ☐ Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ LLP ☐ AOP ☐ Trust

The Broadcaster and the Operator shall singularly be referred to as a "**Party**" and collectively as the "**Parties**".

RECITAL:

A. The Broadcaster is, inter-alia, engaged in the business of broadcasting and distribution of satellite-based Channel(s)/service(s) and has exclusive right to market and distribute the Channel(s)/service(s) to various Subscribers and users of the Channel(s)/service(s) in India.

B. The Operator is in the business of retransmitting the signals of television Channels on its distribution Platform (as defined herein) and is desirous of retransmitting the signals of the Broadcaster's Channels to their respective Subscribers.

C. The Broadcaster has the requisite power and authority to enter into this Agreement with the Operator and create the mutual rights and obligations that are contractually binding in nature and legally enforceable in law.

D. The Operator represents to the Broadcaster that it is authorized to re-transmit signals of satellite television Channels through its Platform in the Authorized Area(s) and possesses the requisite Operator's License in this regard.

E. The Operator further represents that it is in compliance with all applicable Laws and has completed and satisfied the requirements under the Interconnection Regulations and is desirous of carrying the Channels on its Platform for re-transmission amongst its Subscribers in the Territory.

F. Relying upon the Operator's representations, the Broadcaster has agreed to grant a non-exclusive license to the Operator to re-transmit the Channels on the Platform strictly subject to and in accordance with the terms and conditions of this Agreement and applicable Laws.

NOW THEREFORE, in consideration of the mutual promises and convents set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

1. Definitions:

The following terms used in this Agreement shall have the meaning as set forth below. Any term used herein but not defined expressly shall have the meaning ascribed to it in under the Interconnection Regulations, Tariff Order (as amended from time to time), Cable Television Networks (Regulations) Act 1995 and the Cable Television Networks Rules 1994.

1.1 *"**Active Subscriber**"* means a Subscriber who has been authorized to receive signals of subscribed television Channels as per the Subscriber management system /DRM of the Operator and whose set top box has not been denied signals;

1.2 ***"Total Active Subscribers of the Operator"*** shall mean total Active Subscribers of the Operator who have subscribed to at least one Channel Standard-Definition or High-Definition. In case of the Standard-Definition ("**SD**") Identified Channel(s), Total Active Subscribers shall mean total active Subscribers of the Operator who have subscribed to only SD Channel(s) and in case of the High-Definition Identified ("**HD**") Channel(s), Total Active Subscribers shall mean total active Subscribers of the Operator who have subscribed to at least one HD Channel.

1.3 ***"Total Active Subscribers of the Channel"*** shall mean total Active Subscribers of a ZEEL Channel which will be arrived at by adding up the average active Subscribers who have opted the said ZEEL Channel on a-la-carte basis and average active Subscribers of all such Bouquets of ZEEL comprising of the said ala-carte ZEEL Channel.

1.4 "***Affected Channels/Removed Channels***" shall have the meaning assigned to it in **Clause 15.7**;

1.5 *"**Affiliate**"* of a Party (the "**Subject Person**") means (i) in the case of any subject person, any other person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural person, his/her parents, spouse or children, or any person that is owned or controlled by such natural person or any of the aforesaid mentioned persons. For the purposes of this definition, "Control" means (a) having an economic interest of at least 26% of any person; and/or (b) the power to direct and control the management or policies of a person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such person, through contractual arrangements or otherwise. "Controlling" and "Controlled" have correlative meanings;

1.6 ***"Agreement Start Date"*** shall mean _____.

1.7 *"**A-la-carte/A-la-carte Channels**"* shall mean offering of the Channels individually on a standalone basis;

1.8 *"**Anti-Piracy Obligations**"* shall mean the obligations contained in Clause 9 and Schedule H of this Agreement;

1.9 "***Applicable Laws/Authority***" shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and The Telecom Disputes Settlement and Appellate Tribunal (**"TDSAT"**), Ministry of Information and Broadcasting (**"MIB"**) or any other body or authority regulating the broadcasting and distribution of Channels in India;

1.10 ***"Audit"*** shall mean the technical validation and commercial Audit referred to in Clause 14 of Interconnection Agreement, to be conducted by the Operator and/or ZEEL of the Distribution Systems/Platform of the Operator, including but not limited to DRM SMS, encryption systems, content protection systems, financial documents, etc. as per the extant regulations.

1.11 *"**Authorised Area(s)/Territory**"* shall mean such geographical area/location of India as indicated in **Schedule A;**

1.12 "***Channel(s)***" shall mean the linear, satellite delivered and advertiser-supported SD and HD pay and free to air television Channels (if any) owned and/or operated by the Broadcaster in accordance with the Applicable Laws, which

are offered either A-la-carte or in a Bouquet , a list of which is provided in **Schedule A** (which may be amended from time to time);

1.13 *"**Average Active Subscriber Base**"* means the number of Subscribers arrived at by averaging the Active Subscriber count in the manner specified in **Schedule B** a of this Agreement.

1.14 *"**BIS**"* shall mean the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986 and have the meaning assigned to it in Clause 11.1 (xxi;

1.15 ***"Bouquet(s)"*** shall mean an assortment of distinct Channels, offered by the Broadcaster to the Operator together as a group as set out in Schedule A, (which may be amended from time to time);

1.16 *"**Cable TV":***

"Cable TV Act" shall mean the Cable Television Networks (Regulation) Act, 1995;

"**Cable Service**" or "**Cable TV Service**" means the transmission of programmes including retransmission of signals of television Channels through cables;

*"**Cable Television Network**" or "**Cable TV Network**"* means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple Subscribers'

1.17 ***"CAM"*** shall mean the conditional access module provided by the Broadcaster (if applicable) to the Operator which is required for downlinking and accessing the Channels;

1.18 "***Channels/ Subscribed Channels***" shall mean the Bouquet of the Channels and/or those Channels that are selected by the Operator as A-la- carte, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule A) consisting of the list of Channels and the Bouquet; it being agreed that if any designated box against a Channels/Bouquet is left unmarked, it shall be deemed to have not been selected by the Operator for the purposes of this Agreement. For purposes of clarity, the selected Channel(s) on an A-la-carte basis and/or Bouquet in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which Broadcaster shall grant license to the Operator in accordance with the terms of this Agreement;

1.19 *"**Change Event**"* means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the Operator or any change of control or change in the management or acquisition of majority stake or controlling stake of the Operator or acquisition by the Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the Operator's assets and/ or purchasing the whole or a substantial portion of the assets of another entity.

1.20 "***Channel Marks***" shall mean trade names, trademarks, logos and service marks owned by Broadcaster and their Affiliates and rights holders in connection with the Channels;

1.21 "**CPE**" shall have the meaning assigned to it in **Schedule I** i.e. Customer Premises Equipment;

1.22 ***"Confidential Information"*** means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, intellectual property, transactions or affairs of a Party or any of its Affiliates, (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) (b) any material or information disclosed by either Party for the purposes of this Agreement (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

1.23 "***DAS***" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the

network can be sent in encrypted form and decoded by the devices having an activated Digital Rights Manager at the premises of the Subscriber within the limits of authorization made through DRM and SMS, by the cable Operator to the Subscriber on the explicit choice and request of such Subscriber;

1.24 "***Disconnection Notice***" shall mean a prior written notice of twenty one (21) days served from the date of said notice, which is required to be given in accordance with the Applicable Laws by: (a) the Operator to the Broadcaster if the Operator wishes to disconnect the retransmission of signal and stop distribution of the Channels on its Platform due to the Broadcaster's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) Broadcaster to the Operator if Broadcaster wishes to disconnect the signal of any or all Channels and cease to provide signals of the Channels to the Operator due to the Operator's breach of this Agreement or violation of any prevailing laws, rules, regulations

1.25 "***Due Date***" shall have the meaning assigned to it in **Schedule B;**

1.26 ***"Distribution Margin"*** shall mean the Operator's share of revenue for the distribution of Subscribed Channels to Subscribers. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s).

1.27 ***"Distributor Retail Price"*** means the price excluding taxes declared by a distributor and payable by a Subscriber for A-la-carte pay Channel or Bouquet of Pay Channels as the case may be;

1.28 ***"Incentive Qualifying Reports***" shall mean the complete and accurate reports which the Operator, opting for Incentive Schemes under this RIO shall compulsorily provide to the Broadcaster in both pre-defined and non-editable PDF format, on or before the stipulated deadline, to avail the Incentive and as more specifically defined in **Schedule C**.

1.29 ***"DRM"*** means Digital Rights Management which is a comprehensive set of hardware and software technologies, which provides protection of content ownership to the content provider by inter alia preventing unauthorized redistribution of digital media by embedding code that prevents copying, specifying a time period in which the content can be accessed and restricting the sections of the content a viewer can see or limiting the number of devices the media can be installed on along with controlling Geo and Offline usage restrictions.

1.30 "***Encryption System***" shall have the meaning assigned to it in Clause 4.3 and further as detailed in **Schedule D** and Hardware Form in **Schedule J**;

1.31 "***EPG***" shall mean an electronic programme guide as defined under the Interconnection Regulations i.e. a program guide maintained by the distributors of television Channels that lists the television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows the Subscribers to navigate and select such Channels and programmes;

1.32 ***"Equipment***" shall mean any and all hardware/software and other devices and including but not limited to the IRDs, CAMs and the Viewing Cards;

1.33 ***"Empaneled Auditor"*** means auditor empaneled by the Authority/TRAI for conducting an Audit of the Systems of the Operators.

1.34 "***Force Majeure Event***" shall mean any unforeseeable act, cause, contingency or circumstance which is beyond the reasonable control of the Parties herein , including, without limitation, any acts of governmental action, order or restriction (whether international, national or local), war (whether or not declared) or warlike situation, public strike, riot, labour dispute, act of God, earthquake, tides, storm, lightening, flood, drought, cyclone or any natural calamity, explosion, fire, sabotage, lockdown, quarantine, epidemic, pandemic, arson, civil disturbance/commotion, public disaster, public transportation dispute, satellite failure/jamming or transponder failure or acts due to any law, rules, regulations (including enactment), lawful orders or directives of the government of any States or the order of any court of competent jurisdiction and/or any acts of similar nature, which may affect the transmission of available Channel(s) by the Broadcaster;

1.35 "***Fingerprinting***" shall have the meaning assigned to it in **Schedule G**;

1.36 ***"Free-to-Air Channel/FTA"*** means an available Channel (if any) which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television Channels to the Broadcaster for signals of such Channel.

1.37 "***Hardware Form***" shall mean the form in the prescribed format (as provided in **Schedule J** enclosed herewith) which shall be provided to the Operator containing the details of the Equipment's used to receive the signals of the Channels Subscribed by the Operator from the list of available Channels of the Broadcaster and which shall form an integral part of this RIO.

1.38 "***Insertion"*** shall have the meaning assigned to it under Clause 4.2 (c);

1.39 ***"Incentive Scheme***": shall mean various Incentive(s) as detailed in **Schedule C**. The applicable Incentive(s) shall be calculated as per details provided by the Operator in the format(s) specified by ZEEL in **Schedule C.**

1.40 ***"Intellectual Property***" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the available Channels; (ii) the Channel marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the available Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the available Channels;

1.41 "***Interconnection Regulations***" shall have the meaning assigned to it at the beginning of this Agreement;

1.42 ***"Interconnection Agreement"*** means this Agreement to be executed between the Operator and ZEEL for ZEEL to provide signals of Subscribed Channels read with the Service Forms.

1.43 "***IRDs***" or "***DSRs***" shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels i.e., an authorization device which is owned, operated and supplied by the Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of the Broadcaster subscribed by the Operator;

1.44 ***"Independent Affiliate"*** shall mean an operator who is or was availing the signals of Broadcaster's Channels directly from ZEEL in terms of a separate Interconnection Agreement between ZEEL and such Operator.

1.45 ***"Maximum Retail Price***" or "***MRP***" with respect to each Channel or Bouquet of Channels for the purpose of this Agreement availed on A-la-carte basis or Bouquet basis shall mean the maximum retail price, excluding taxes/cess, payable by a Subscriber of such Subscribed Channel, as set forth in **Schedule A**, as may be amended from time to time;

1.46 ***"Monthly Subscription Fee***" shall have the meaning assigned to it in Clause 5 and **Schedule B** of this Agreement;

1.47 ***"Multi TV Home"*** means a household having more than one TV connection or set top box in the name of one person;

1.48 ***"MRP"*** means Maximum Retail Price of the Channel/ Bouquet per Subscriber per STB/Unique Consumer Subscription per month (excluding all applicable taxes) (in Rs.);

1.49 ***"New Channels"*** shall mean the new television Channels of the Broadcaster that may be launched and offered by Broadcaster in future, after the date of execution of this Agreement and/or not subscribed by the Operator under this Agreement.

1.50 ***"Operator's License"*** shall mean license granted to the Operator by the Ministry of Information and Broadcasting ("**MIB**") or such other competent authority, details as mentioned in **Schedule D**;

1.51 "***OSD***" shall have the meaning assigned to it in Clause 11.1 (xi) and further detailed in **Schedule G;**

1.52 "***Piracy***" shall have the meaning assigned to it in Clause 9.1 of this Agreement;

1.53 "***Piracy Event***" shall have the meaning assigned to it in Clause 3 of **Schedule H**;

1.54 "***Platform***" shall mean IPTV platform.
For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

*"**IPTV Operator**" shall mean a person permitted and licensed by the Central Government to provide IPTV service.*

*"**IPTV Operator's IPTV Service**" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.*

1.55 ***"Primary Market(s)"*** shall mean in relation to Subscribed Channel(s), certain Specified States/All India/parts thereof (as the case maybe), which have been denoted as Primary Market(s) as specified in **Schedule C;**

1.56 **"*Provisional Invoice*"** shall have the meaning assigned to it in **Schedule B**;

1.57 "***Recorder***" shall mean either a personal video recorder ("**PVR**") or digital video recorder ("**DVR**") which must satisfy the following features:

(a) Audio-visual content shall not be allowed to be recorded without finger printing and watermark logo of the Platform and such finger printing and watermark logo shall be displayed during playout;
(b) Recorded audio-visual content must be encrypted in a secure manner on the Recorder which shall not play on any other devices other than the concerned Recorder;
(c) Audio-visual content of a Channel shall not be permitted to get recorded if the concerned Subscriber's Subscription of such Channel is not active; and
(d) Set Top Box provided by the Operator must not allow a Subscriber to install third-party application/software on the Set Top Box.
(e) There is no automatic advertisement skipping function and there is any mechanism whereby DVR and/or PVR have a store and forward function.

1.58 "***RIO***" means reference Interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean this reference interconnect offer published by the Broadcaster specifying terms and conditions on which the Operator may seek signals of the Channels of the Broadcaster.

1.59 "***Security Deposit***" shall have the meaning assigned to it in Clause 8.2 of this Agreement;

1.60 "***Set Top Box***" or "***STB***" means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form, the Channels through an addressable system;

1.61 ***"Unique Consumer Subscription"*** means access to IPTV service wherein a consumer is able to access the IPTV services using a unique combination of a device mac ID (MAC ID of original device and not any dummy MAC ID generated by any software) and a consumer subscription id and such an access is allowed at a unique location only at any point of time. This unique combination of device mac id, consumer subscription id is enabled/Whitelisted from the SMS through DRM of the Operator, and location control should be enabled from the application providing IPTV service within the closed network. Such IPTV services should have a feature of Geo fencing to restrict the access of IPTV service within Indian geographical boundary only. One Unique Consumer Subscription shall be allowed to access one IPTV service including a linear Channel at any point of time. The Operator may allow a consumer to change device for Unique Consumer Subscription for not more than 2 times in a calendar month.

1.62 ***"Smart Card"*** means, in relation to a Subscriber, a card or other device issued by the Operator to Subscriber when enabled by a DRM and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the Operator.

1.63 "***SMS***" shall mean the subscriber management system which is a system or device of the Operator which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber; maintained by the Operator in accordance with the Applicable Laws and strictly in accordance with the provisions set out under **Schedule D and E**;

1.64 "***Subscriber(s)***" shall mean an Active Subscriber(s) in the Authorised Area(s) who receives signals of the Subscribed Channel(s) from the Operator's Platform (directly and/or through its sub-operators known as Local Cable Operators ("**LCO**") registered under Rule 5 of the Cable Television Networks Rules, 1994) at a place indicated by such Active Subscriber without further transmitting it to any other person and who does not cause the signals of television Channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place (including Multi TV Home, as defined herein), for receiving the subscribed broadcasting services, shall constitute one Subscriber;

As regards the issue relating to supply of signals of the Broadcaster's Channels to the Commercial Subscribers, the Broadcaster has filed an appeal before the Hon'ble Supreme Court of India against the order of Hon'ble TDSAT in Broadcasting Appeal No. 4 of 2015 (M.A. Nos. 15, 120 & 121 of 2016) and therefore the same shall be subject to the outcome of the said appeal. Hence, Subscriber(s) for the purpose of this Agreement specifically exclude commercial Subscribers.

1.65 ***"Subscriber Report***" shall have the meaning assigned to it in Clause 7;

1.66 "***Suspended Channels***" shall have the meaning assigned to it in Clause 15.10;

1.67 "***Technical Validations/Audit*** " shall have the meaning assigned to it in Clause 9.2;

1.68 "***Term***" shall mean 12 (Twelve) months commencing from Agreement Start Date, unless terminated earlier in accordance with the provisions contained herein after.

1.69 *"**TRAI**"* shall mean the Telecom Regulatory Authority of India;

1.70 "***TDSAT***" shall mean the Telecom Disputes Settlement and Appellate Tribunal;

1.71 ***"Validation Form***" shall mean the Validation Form as set forth in **Schedule A**;

1.72 "***Viewing Card***" **or** "***VC***" shall mean the smart card provided by the Broadcaster to the Operator to be used together with the IRD, such IRD's are issued so that the Operator can obtain access and decode the signals of the respective Channels;

1.73 **"*Withheld Programs*"** shall have the meaning assigned to it in Clause 4.5(c).

1.74 ***"ZEEL's share of MRP"*** with reference to a pay Channel or a Bouquet of pay Channels means the MRP of Zee Channel(s)/Bouquets less of Distribution Margin, payable by the Operator to ZEEL for availing the signals of pay Zee Channels or Bouquet of Pay Zee Channels, as the case may be.

2. Rules of Interpretation

Unless the context of this Agreement otherwise requires:

2.1 the Schedules shall form an integral part of this Agreement;

2.2 the clause, Schedule and paragraph headings are included for convenience only and shall not affect the

interpretation of this Agreement;

2.3 words using the singular or plural number also include the plural or singular number, respectively;

2.4 words of any gender are deemed to include the other gender;

2.5 the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;

2.6 the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;

2.7 any reference to a "person" includes natural persons, proprietorship concern, partnership firm, companies, LLP's, associations, societies, HUFs, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

2.8 if a period of time is specified and it dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;

2.9 if a Party must do something on a given day, the Party must do it by 6:00 pm IST on that given day (unless this Agreement expressly states otherwise). If a Party does such thing after 6.00pm IST on that given day then, the Party shall be treated as not having done it until the next day save and except where a Party has done something by sending an email to the other Party;

2.10 a reference to "writing" includes email, except as expressly provided otherwise;

2.11 reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time;

2.12 the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases;

2.13 the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings; and

2.14 All other words and expressions used in this Agreement not defined herein and defined in the Act and Rules and Regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the Rules and Regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the Rules or Regulations, as the case may be.

3. Grant of Rights

3.1. The Operator shall request for the signals of Channels of the Broadcaster by filling in the Application Form, Form 1 along with providing all relevant information and mandatory documents pursuant to TRAI Regulations and as required therein.

3.2. Subject to the payment of Monthly Subscription Fee and strict compliance of the terms of this Agreement by the Operator, Broadcaster hereby grants to the Operator a non-exclusive, non-transferrable, limited license and right during the Term and in the Authorized Area/Territory (as mentioned in **Schedule A**) and the Operator accepts the said license, right and obligation, to distribute, carry and retransmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis.

3.3. Upon grant of signals from the Broadcaster, the Operator shall mandatorily offer the Subscribed Channels on its distribution system to the Subscribers on a Monthly Subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with the QoS Regulations.

3.4. The Operator availing the subscribed Bouquet shall not break such Bouquet of pay Channels while offering the same to its Subscribers. The Operator shall declare the Distributor Retail Price per month for each of the subscribed A-la-carte Channel and/or subscribed Bouquet, payable by the Subscribers. In the event the Operator intends to subscribe for any additional Channels of the Broadcaster on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by sending a written request (email permitted) to the Broadcaster and the Broadcaster may consider such request suitably.

3.5. Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by the

Broadcaster to the Operator under this Agreement:

- shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Operator to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;
- is limited to the re-transmission of the Channels on "as is" basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;
- shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;
- shall exclude time shifting of the programming of the Channels; and
- shall exclude the multiplexing of the Channels.

3.6. All other rights and means of distribution not specifically and expressly granted to the Operator are expressly excluded and reserved by the Broadcaster.

3.7. The Operator is not authorized to sub-license the rights and license granted hereunder to any third-party or any person (including its Affiliates) without prior written approval of the Broadcaster.

3.8. The Operator understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Operator submitting with Broadcaster, the information and documents specified in **Schedule D** and **Schedule A** at the time of submitting the signed copy of this Agreement**.** The Operator also warrants that addressable system installed meets the requirements as specified in Schedule X of the Interconnection Regulations (as amended from time to time) and as stated in **Schedule G** hereto.

3.9. The Operator shall not "push" content onto the Set Top Box /Unique Consumer Subscription and there shall not be automatic advertisement skipping function and/ or the Operator shall not create a virtual Video on Demand ("**VoD**") or other on demand service in respect of the ZEEL Channel(s).

3.10. Notwithstanding anything contained herein and to the extent permitted under the extant laws and regulations, the Broadcaster shall, during the Term, have the right to: (a) remove any Channel or Bouquet comprising of the Channels; and (b) modify any existing Bouquet of the Channels by adding New Channels that may be launched by the Broadcaster or by removing any Channel from a Bouquet; and (c) launch New Channels and/or Bouquets comprising of the Channels. The Parties agree that the Monthly Subscription Fee payable by the Operator to the Broadcaster shall vary in the event of the launch of a New Channel and/or new Bouquet. The Operator shall offer all contributory language feeds for a given Channel to every Subscriber entitled to access that Channel provided that the Operator has opted for such contributory language feeds of the Channel.

In the event the Operator intends to subscribe for any additional Channels and/or new Channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by executing the Service Form 2- Amendment Agreement for Modification of Subscribed Zee Channels and/or Zee Bouquets in the manner prescribed on ZEEL's website.

3.11. **Territory**: The Operator agrees to offer the Subscribed Channels in the Territory as set out in **Schedule A** ("**Authorized Area**"). The Operator shall not extend its operations beyond the Territory and/or connect any Affiliates or LCOs or any third-party beyond the Territory without any prior written intimation to the Broadcaster. Such extension or change in the Territory shall be brought into effect by executing the **Service Form 3 for Additional Authorized Area** as made available on ZEEL's website and by submitting the same to the Designated Person for that Area named in the RIO ("**New Territory**").

3.12. The Operator shall be permitted to extend its operations to new territory, as per Applicable Law by distributing the Channels in such new territory after Thirty (30) days' from the date of receipt of such written notice by the

Broadcaster vide **Service Form 3- Amendment Agreement for Modification of Authorized Areas** which is provided herein as well as on ZEEL's website. ZEEL shall, on the basis of the details provided in the Service Form 3 and subject to Operator's compliance of all Applicable Laws and terms of this Agreement, accordingly provide an objection or no objection, to the Operator. The said Service Form 3 shall be deemed to be an addendum between the Parties for additional areas to be serviced by the Operator, which shall form an integral part of this Agreement and the new territory shall be deemed to be a part of **Schedule A.** Also, the terms of this Agreement shall automatically apply to such additional areas.

Provided that such areas fall within--

(a) the Registered Area of operation of the Operator; and / or

(b) the States or Union Territories in which the Operator has been permitted to distribute the signals of television Channels under this Agreement.

3.13. It is hereby clarified that in the event where the distribution of the Channels is done by the Operator in the new territory without provision of Thirty (30) days' advance written notice to the Broadcaster, as referred herein above, the Operator shall deemed to be in breach of the terms of this Agreement and such distribution shall be treated as unauthorized and unlawful and the Operator shall be liable for appropriate penal action as per the Applicable Law / Regulations.

3.14. In the event the Broadcaster raises written objection with reasons for adding proposed new territory and objects to the extension of operations of the Operator to the proposed new territory and the Operator receives the same within the said Thirty (30) days' notice period, the Operator shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory i.e. in such additional area(s). If the Operator re-transmits the signals of the Subscribed Channels in the proposed new territory despite receiving written objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of the Broadcaster's rights under the Copyright Act.

3.15. Distribution is permitted only to STB's/Unique Consumer Subscription of Operator on its "Platform". Distribution right on all other Platforms including but not limited to Mobile, PC, Internet, Wireless, OTT and/or any other technology which may be introduced in future is not granted herein and the same are expressly withheld by ZEEL.

4. Delivery and Security

4.1 <u>Conditions of Distribution</u>

4.1.1 The Operator hereby agrees, covenants, and warrants that it shall re-transmit and distribute the Channels to the Subscribers strictly in accordance with the following terms:

(a) the signals of all the Channels must be delivered by the Operator to Subscribers in a securely encrypted manner on its Platform in linear mode using such technology which shall meet the requirements of **Schedule F** at all times during the Term.

(b) the transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the signals of the Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other Channel within the same *genre* of the Channels on the Platform;

(c) the Operator shall maintain first-class signal transmission quality of the Channels for distribution to the Subscribers in accordance with the highest international industry standards and Applicable Laws;

(d) the Operator agrees that it shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute of such Channel;

(e) the Operator shall further make available the Channels to the Subscribers on 24x7x365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to any of the Channel(s) in accordance with the Applicable Laws;

(f) the Operator shall not use any interactive technology or other interferences (such as red button) or redirect traffic from the Channels in any manner, whether for content or for promotion, without express permission from the Broadcaster;

(g) the Operator undertakes and covenants that it shall not compel its Subscribers to take other Channels or services

or impose any other conditions as a precondition to subscribe to any or all of the Channels;

(h) the Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a Channel-by-Channel and decoder-by-decoder basis;

(i) the Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense;

(j) the Set Top Boxes and their installed content protection systems shall prohibit the use of digital outputs;

(k) The Operator shall transmit the signals of ZEEL Channels only to Authorized Subscribers i.e. subscribers authorized by the Operator through the Platform who have duly submitted Subscriber Application Form ("**SAF**"). The Operator shall not be permitted nor shall be entitled to activate the STB/Unique Consumer Subscription provide signals of any Zee Channels to any such Subscribers who have not submitted consumer / SAF as per the requirement under the applicable Regulations/ Laws. Non-compliance of this aforesaid condition shall be termed as a material breach which will entitle ZEEL to disconnect the signals of its Channels by serving a written notice for non-compliance to the Operator; and

(l) The Parties acknowledge and agree that in the event the Operator intends to make any changes to the addressable system's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the Operator shall intimate the same to ZEEL by submitting **Service Form 4, for Change in Addressable Systems** which is made available on ZEEL's website.

4.1.2 Infrastructure Sharing by Operator:

Where the Operator shares its platform infrastructure with any other Operator or where the Operator avails the infrastructure facility from any other Operator, the same shall be in accordance with and subject to complete compliance with:

(i) the Guidelines for providing Headend-in-the Sky (HITS) Broadcasting Service in India dated 26th November, 2009 read with its Amendment dated 6th November, 2020, formulated by MIB;

(ii) the Guidelines for Sharing of Infrastructure by Multi-System Operators dated 29th December, 2021 formulated by TRAI (as may be amended from time to time) and/or any other regulations/guidelines as may be issued by the Authority from time to time, and;
*(pt (i) and pt (ii) shall collectively hereinafter be referred to as "**Guidelines**")*

(iii) the provisions laid down under Schedule G of the Agreement.

4.2 No alteration of signals

(a) The Operator agrees to carry the Channels in their entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions except as authorized in advance in writing by the Broadcaster. The Operator shall not redistribute any portion of the Channels except as specifically authorized by the Broadcaster in writing.

(b) The Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channels or any portion of the Channels for any purpose, or copy and store the content of the Channels on any storage device in any medium. Further, the Operator shall not enable or otherwise permit Subscribers to do any of the foregoing acts except that the Operator can provide Recorder facility to the Subscribers in accordance with the Interconnection Regulations, provided use of such Recorder is regulated by Agreement between the Operator and the Subscriber and is strictly only for non-commercial and private viewing by the Subscriber. The usage of the Recorder is permitted only to a limited extent for the benefit of the Subscribers as stated herein.

(c) The Operator agrees and undertakes not to obscure, superimpose, or otherwise alter the indents or logos of the Channels in any manner whatsoever. The Operator is allowed to only add/insert its own trademark or logo in the form of a translucent watermark ("**Insertion**") while re-transmitting and distributing the Channels on the Platform provided such Insertion shall be subject to the following conditions:

i. The Insertion shall be inserted on all other Channels distributed on the Platform by the Operator;
ii. At any point in time, there will only be a single Insertion;
iii. The Insertion shall not be more prominent than the respective Channel's logo;
iv. The placement and size of Insertion shall not be different from the placement and size of Insertion on any other Channels distributed on the Platform; and
v. The Insertion shall not obscure or overlay the Channels' logos or any programme that appears on the Channels.

(d) The Operator shall not alter the screen on which the Channels will be exhibited by inserting or superimposing any form of advertising;

(e) Any marketing or promotional activity in respect of or involving the Channels or any standalone programming of such Channels shall be only carried out by the Operator in accordance with the terms of this Agreement or by taking a prior written approval of the Broadcaster; and

(f) The Operator shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that each Subscribed Channel is received only by Active Subscribers.

4.3 Encryption System and Technical Specifications

The Operator represents to Broadcaster that it uses the encryption system as specified in the Hardware Form (the "***Encryption System***") to encrypt the Channels and the programming of the Channels for re-distribution via the Platform. The Operator shall transmit the Channels only through the Platform to Subscribers located in the Authorized Area in the manner of transmission and distribution specified in this Agreement (including the Anti-Piracy Obligations) and the Schedule G and Schedule H (the "***Technical Specifications***"). The Operator agrees that any changes to the Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), and its version changes and upgrades during the Term shall be immediately intimated in writing to the Broadcaster.

ZEEL shall provide the requisite number of IRD subject to payment of stipulated interest free Security Deposit per IRD as per the conditions laid down in the TRAI Regulations. Further, the Operator shall confirm the details of IRDs in respect of all such Channels availed from ZEEL in the format provided in **Schedule J.**

The Parties acknowledge and agree that in the event the Operator intends to make any changes to the addressable system's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), during the Term, the Operator shall intimate the same to ZEEL by submitting the Service Form 4 for **Addition/ Discontinuation/ Alteration of the Addressable Systems and/or Encryption Systems** which is made available on ZEEL's website.

4.4 Availability of Channels on the Platform

(a) The Operator shall ensure that during the Term of this Agreement, the Channels shall be available for subscription to all its Subscribers on its Platform and offered to the Subscribers in line with the provisions of the Interconnection Regulations and in terms of this Agreement.

(b) The Operator hereby covenants, undertakes and warrants to the Broadcaster that it shall not shift, move, or change the frequencies of any of the Channels at any time without providing an advance prior written notice of at least Thirty (30) days to the Broadcaster. The Operator shall cause continuous distribution of the Channels to all its Subscribers without blacking it out or interfering with it in any manner whatsoever.

4.5 Acknowledgements by the Operator

The Operator fully understands and acknowledges that:

(a) the Broadcaster is offering the Channels on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services/signals will be error free or uninterrupted for the purpose envisaged in this Agreement;

(b) the Broadcaster reserves the right to remove any Channel from the list of available Channels at any time if it ceases to distribute such Channel. In the event the Broadcaster discontinues distribution of any Channel chosen by the Operator during the Term, such Channel shall stand withdrawn from the Broadcaster's offering without any further obligation or liability on part of the Broadcaster.

(c) the Broadcaster and its licensors reserve the right to alter the Channels, including the name of the Channels and the programming exhibited on the Channels the Broadcaster in certain circumstances may not control the appropriate rights to exhibit certain programs on the Channels (hereinafter referred to as the "***Withheld Programs***"). Accordingly, the Operator acknowledges and agrees not to exhibit, and shall block or black out the transmission of any Withheld Programs upon notification from the Broadcaster.

(d) the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, and/or (iii) the encryption technology used for the Channels. In the event the Operator is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the Operator shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the Operator or its Subscribers for any failure on their part to access the Channels as a result of any such change; and

(e) the Operator shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then the Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the Operator and/or terminate the Agreement by providing the Disconnection Notice.

(f) all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s).

(g) that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this Agreement. The Operator further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the Agreement and based on their opinion has accepted that this Agreement is suitable and appropriate for the Operator.

(h) it has agreed to all terms and conditions of this Agreement after due discussion with ZEEL. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, the same shall be construed as if drafted jointly by both the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

4.6 Offering of Channels

(a) The Operator shall offer the Channels to the Subscribers either on A-la-carte basis or part of a Bouquet comprising the Channels. The Operator shall not make any limited period or event-based offering or exhibition of any Channels to the Subscribers.

(b) In case the Operator is subscribing to Bouquet(s) of the Broadcaster's Channels, the Operator shall ensure that it

does not break such Bouquet while offering the same to its Subscribers. If the Operator breaks a Bouquet of the Broadcaster at any time during the Term, from such date, the Channels comprised in such Bouquet shall be deemed to have been subscribed by the Operator on an a-la-carte basis and the Operator shall be liable to pay Monthly Subscription Fee on A-la-carte rates for all Channels in such Bouquet to the Broadcaster.

(c) In the event the Operator alters the composition of the Bouquets of ZEEL, the Channels forming part of the said Bouquet shall be deemed to have been availed on an A-la-carte basis by default, by the Operator.

(d) It is agreed that no independent advertising shall be inserted by the Operator and the Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.

(e) The Operator shall package the Channels as per the Applicable Laws. In any event, the Operator represents, warrants, and undertakes that:

i. the packaging of the Channels will not be disadvantaged or discriminated vis-a-vis the other Channels of the same genre or include the Channels in any package or tier that contains any Channel with obscene content or with any Channel offering gambling services or promoting gambling or betting. The Operator shall serve the Broadcaster with prior written intimation of its intention to package/repackage/launch a new package (promotional or otherwise); and

ii. it shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel offered by it as part of a Bouquet for a period of six (6) months from the date of availing such Bouquet by a Subscriber or such other longer period for which the subscription charges have been paid by the Subscriber in advance. The Operator further agrees that once the Channel(s) has been included in the Bouquet offered by the Operator on its Platform, said Channel shall not be selectively switched off or taken off air by the Operator unless all other Channels forming part of such Bouquet are switched off or taken off air by the Operator. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement.

(f) The Operator shall use its best efforts to maintain the Subscribed Channels, the quality standard afforded to other Channels of the same genre in a non-discriminatory manner. The Operator shall use reasonable efforts to maintain the service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

4.7 <u>EPG</u>

The Operator shall create an EPG for distribution to its Subscribers (a copy of which shall be sent to the Broadcaster simultaneously), then the programming schedule of each of the Channels shall be prominently featured in such schedules in the order of the EPG number for each of the Channels. In connection with the EPG, the Operator agrees as under:

(a) shall declare the genre of the Channels (as intimated by the Broadcaster) and such genre shall be either 'Devotional' or 'General Entertainment' or 'Infotainment' or 'Kids' or 'Movies' or 'Music' or 'News and Current Affairs' or 'Sports' or 'Miscellaneous';

(b) shall place all the Channels available on its platform in the EPG, in such a way that all the television Channels of a particular language in a genre are displayed together consecutively and one television Channel shall appear at one place only. In the event the Operator intends to carry out any changes/modification in its EPG, it shall at all times ensure that the Channels of the Broadcaster shall continue to be placed within their respective genre and in the same relative position in the Channel list as agreed to between the Parties and in compliance with the Applicable Laws, Cable TV Act and Rules framed thereunder.

(c) shall ensure the EPG at all times contains information pertaining to the programs being broadcast on the Channels

in a manner approved by the Broadcasters without any additional cost or fee;

(d) shall assign a unique number for each television Channels available on its Platform; and

(e) the Channel number once assigned to a particular television Channel shall not be altered by the Operator without prior approval of the Broadcaster and TRAI. However, if the Broadcaster changes the genre or language of a Channel then the Channel number assigned to that particular television Channel shall be changed in order to place such Channel with the Channels of the new genre or language in the EPG.

(f) However, in the event the Operator avails any of the Incentive Scheme(s) then it shall be liable to comply with the conditions pertaining to LCN laid down in the respective Incentive Scheme(s).

4.8 Logical Channel Numbering (LCN)

(a) The Operator hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing Channels on a genre basis while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Operator's Platform;

(b) The Operator agrees and undertakes to maintain the same relative position (rank) for each and every Channel of the Broadcaster mentioned in the Agreement, in the respective genre list as well as in its all Channel list as agreed between the Parties. The Operator shall also ensure that it does not change the relative position of the Channels during the Term of the Agreement unless the same is approved by the Broadcaster in writing.

5. 5. Monthly Subscription Fee

5.1 Maximum Retail Price (MRP) of Zee Channels, Calculation of Subscription Fee and Distribution Margin:

Maximum Retail Price (MRP) of Zee Channel(s):

(A) Maximum Retail Price (MRP) of Zee Channel(s) are as under:

(a) MRP of ZEEL Channels offered on A-la-carte basis is set out in **Schedule A**

(b) MRP of Bouquet of Pay ZEEL Channel(s) is set out in **Schedule A**

(B) ZEEL is also offering the Zee Channel(s) under Incentive Scheme(s) on MRP of A-la-carte and Bouquet (s) of Pay ZEEL Channel(s) as detailed in **Schedule C**

(C) In order to avail the Incentives under the Incentive Scheme(s) as mentioned herein, the Operator will have to comply with the conditions stipulated in the respective Incentive Scheme(s).

5.2 Calculation of Subscription Fee

During the Term, the Operator shall pay to ZEEL, the Subscription Fee which shall be calculated on a monthly basis in the manner set out in **Schedule B.**

5.3 Distribution Margin

The Distribution Margin shall be equal to **twenty percent (20%)** of the MRP of Pay ZEEL Channels or Bouquet of Pay ZEEL Channels as the case may be.

a. The Monthly Subscription Fee payable shall be exclusive of Indirect taxes/GST. In cases where the Operator procures the Channels for its multiple premises, Monthly Subscriber Reports for each such premises would be separately provided by the Operator.

b. The Monthly Subscription Fee shall also be subject to deduction of applicable TDS (under Income Tax and GST law as well). The Operator shall also furnish a certificate to the Broadcaster against such deduction within specified timelines.

c. At the time of payment of the Monthly Subscription Fee to the Broadcaster, the Operator shall inter alia mention (a) that the payment is towards the Monthly Subscription Fee (b) Invoice details against which the said payment has been made which would also include the details of the premise and registration number of Broadcaster and the premise and registration number of the Operator for which payment has been made and (c) Amount of payment along with TDS deducted thereon (GST TDS and/ or Income tax TDS).

d. The Operator acknowledges that in case where any advance Monthly Subscription Fee paid by the Operator is required to be refunded by the Broadcaster due to any reasons, amount of GST paid by the Broadcaster would be refunded only when the Broadcaster receives the refund of such GST from the government.

e. In the event there is any change in the amount of Monthly Subscription Fee, the Broadcaster shall issue GST compliant supplementary invoice, debit/ credit note (as the case may be) or any other document in this regard along with applicable GST / reversal of GST to the Operator (as the case may be). The Operator would be responsible to reverse input tax credit where such document is issued and should not dispute such amount.

f. For the purposes of this Agreement and basis the information/documents provided by the Operator, the Broadcaster shall charge the applicable rate of GST.

g. In case the Operator is eligible for any exemption or lower rate of tax, the Operator is responsible to provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates before supply of signals is made. In absence of this, no tax exemption/ lower rates would be extended.

h. The Parties acknowledge that in case of any incorrect / incomplete or any type of non-compliance at its end (defaulting Party) because of which a demand is raised by the tax authorities on the other Party (non-defaulting Party), the defaulting Party shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the non-defaulting Party. In the event the Operator had executed an Agreement with the Broadcaster prior to this Agreement under which Operator owes any outstanding sums to Broadcaster, the Operator is hereby obligated and liable to make payments of entire such outstanding sums promptly (and in any event no later than Five (5) days of the Operator signing this Agreement) failing which the Broadcaster reserves the right to terminate this Agreement at any time by providing a prior Disconnection Notice.

i. During the Term, the Operator shall pay to ZEEL, the Subscription Fee which shall be calculated on a monthly basis in the manner set out in **Schedule B.**

6. Payment Terms

6.1 The Operator agrees to pay ZEEL, the Monthly Subscription Fee as per the terms set out in **Schedule B.** Any default by the Operator pertaining to Payment Terms shall constitute a material breach hereunder and ZEEL shall be entitled to switch off the signals of Zee Channels to the entire network of the Operator.

6.2 Further it is also agreed by the Operator that in case the Operator operates through any of its Joint Venture/Affiliate/associate network(s) in different parts of the cities/states of India then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such joint venture/Affiliate/associate entities of the Operator to ZEEL. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.

7. **Subscriber Reports**

7.1 The Operator shall maintain, at its own cost, SMS which shall be fully integrated with the DRM at all times. The Operator warrants that any activation or de-activation of a Subscriber's Set Top Box shall be processed simultaneously through both DRM and SMS.

7.2 The Operator shall provide to the Broadcaster complete and accurate number of Subscribers of the Channels in the Subscriber Reports and the tier and/or package in which the Channels are included within seven (7) days from the end of each month in the format provided by Broadcaster enclosed herewith as **Schedule E** together with such other information as the Broadcaster may require for determining the Monthly Average Active Subscriber Level and the Monthly Subscription Fee.

7.3 The Subscriber Reports provided by the Operator to the Broadcaster in accordance with **Clause 7.2** shall be system generated only through SMS and must be in a non-editable format and a 'pre-defined read only format' such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included) and the Monthly Subscription Fees payable to the Broadcaster. Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each Zee Channel and each package in which a Zee Channel is included) and the Subscription Fees payable to ZEEL and in case the Operator opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the Operator to ZEEL

7.4 The Subscriber Reports shall be signed and attested by an authorized officer of the Operator of a rank not less than Head of Finance /Chief Financial Officer or any person duly authorized by the Operator who shall certify that all information in the Subscriber Report is true and correct. The Operator acknowledges that submission of the Subscriber Report in accordance with the provisions hereof is material to the Broadcaster.

7.5 The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable the Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports submitted by the Operator, and (ii) the payments due to the Broadcaster hereunder.

8. Equipment

8.1 <u>Procurement of Equipment</u>

(a) IRDs used for decoding the signals of the Channels, details of which are specified in the Hardware Form, are provided by the Broadcaster to the Operator. The Viewing Card and/or CAM for the IRD shall always be provided by the Broadcaster to the Operator and shall at all times remain the property of the Broadcaster.

(b) In the event the Operator requests in writing, the Broadcaster may supply or cause to supply the Equipment in accordance with the current policy of the Broadcaster.

(c) Broadcaster may in its sole discretion require the Operator to make the following payments against delivery of the Equipment:

i) <u>Processing Fee</u>: The Broadcaster may require the Operator to pay one-time non-refundable processing Fee towards the Equipment for each Channel as per the Broadcaster's policy.

ii) <u>Replacement Fee</u>: In case the Operator requires replacement of defective Equipment, the Operator shall pay a non-refundable service charge per IRD or per VC, as the case may be, for one-time replacement.

The service charge amount shall be intimated by the Broadcaster based on the nature of defect in the IRD or VC as the case may be.

iii) Maintenance Fee: This Fee will be charged to the Operator on annual basis at the sole discretion of the Broadcaster, in connection with the maintenance contract for maintaining the Equipment's so provided by the Broadcaster.

iv) Courier/Taxes: The Operator shall pay the courier charges, taxes and other applicable levies and transportation charges for the Equipment.

(d) It is expressly agreed between the Parties that if within Fifteen (15) days from the date of dispatch of the Equipment to the Operator by the Broadcaster, the Operator does not intimate to the Broadcaster the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

8.2 Equipment provided by the Broadcaster to the Operator shall at all times remain the property of the Broadcaster, and not of the Operator. The Broadcaster may require the Operator to pay a refundable security deposit (the "***Security Deposit***") before the Broadcaster delivers the Equipment to the Operator. The Security Deposit, if not received separately shall first be adjusted from the Subscription Fees paid by Operator and only after the same is fully adjusted, the balance amount paid would be apportioned towards the Monthly Subscription Fees payable by the Operator under the RIO Agreement and the unadjusted Subscription Fees shall be carried forward and shall become due and payable by Operator accordingly. Upon the return of the Equipment to the Broadcaster by the Operator, the Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the Equipment, which shall be determined by Broadcaster at its sole discretion. Further, in the event the Operator fails to return the Equipment to Broadcaster, the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD to the Broadcaster for the period during which the default continues.

8.3 The Broadcaster makes no representation or warranty as to the capabilities of the Equipment provided by it to the Operator and the Equipment shall be provided on "as is where is" basis. The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such Equipment. However, in the event such Equipment require repair or replacement, the Operator may send a written request (email permitted) to the Broadcaster and the Broadcaster shall endeavour to have the Equipment repaired or replaced at the Broadcaster's sole discretion, subject to the Broadcaster's policies. All Equipment provided by the Broadcaster to the Operator shall be returned to the Broadcaster as directed by the Broadcaster immediately upon expiry or prior termination of the Agreement.

8.4 The Operator undertakes and covenants that each Equipment provided by Broadcaster to the Operator:

(a) shall be kept at a secure location approved by the Broadcaster in writing and the same shall not be moved from the installation address as specified in Hardware Form. The Operator grants the Broadcaster and/or its authorized agents the right at any time to enter the installation address to verify the presence of, and to inspect and test, each Equipment at the installation address. In the event any Equipment is missing, Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover such Equipment. Further, in the event any Equipment is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator shall immediately inform the Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of such Equipment, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the Equipment shall be borne solely by the Operator. In case such Equipment is not recovered, the Security Deposit shall be transferred to the Broadcaster in lieu of such Equipment and the Operator agrees that the Broadcaster shall be free to recover the balance costs, if any, of such Equipment from the Operator;

(b) is not opened, tampered with or reverse engineered in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of the Operator, the Broadcaster may suspend the delivery of the Channels (after complying with the Applicable Laws) without any liability and the

delivery of the Channels will be restored only at Broadcaster's discretion and subject to the Operator paying a non-refundable reactivation fee of Rs. 5000/- (Rupees Five Thousand only) per Channel or higher as per the existing policies of the Broadcaster for each such event of suspension. The Operator acknowledges that the reactivation fee is not a penalty but a reasonable cost to be incurred by the Broadcaster for the restoration of the Channels after suspension. If the seal of the IRD is found to be broken, the Broadcaster may take back possession of the IRD and forfeit the Security Deposit of the Operator. Further, the Broadcaster shall be free to recover the balance cost, if any, of such IRD from the Operator if the Security Deposit does not cover the cost of such IRD. The Operator agrees to use the Equipment only in accordance with the technical specifications established by the manufacturer of the Equipment;

(c) is not sold, assigned, pledged or otherwise transferred to any third-party and/or transferred to any other location in breach of this Agreement,

(d) shall be returned forthwith to the Broadcaster in the event the Operator merges or amalgamates with another entity or ceases to operate its Platform; and

8.5 The Operator understands that mere possession of the Equipment and making all payments relating to it does not guarantee access to the Channels if the remaining clauses of the Agreement are not adhered to.

8.6 In the event the Operator fails to pay the Monthly Subscription Fees and/or upon expiry or termination of the Agreement, the Broadcaster shall be entitled to take back the possession of the Equipment from the Operator and deactivate the Viewing Cards.

8.7 In order to recover possession of the Equipment from the Operator, the Operator shall ensure that the authorized personnel of the Broadcaster are provided with unobstructed access to the premises of the Operator where the Equipment are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of the Broadcaster visit the premises during normal office hours.

9. Anti-Piracy

9.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "***Piracy***"), the Operator shall, prior to the commencement of the Term and at all times during the Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the Platform and conditional access delivery and content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures (hereinafter collectively referred to the "***Security Systems***") as may be specified in a non-discriminatory manner hereunder or in writing, from time to time, by the Broadcaster. The Operator shall comply with the Anti-Piracy Requirements set out in herein and in **Schedule H** and also provide the full and complete information for conducting Technical Validation by the auditors, empaneled by the Authority for conducting such Audit, by furnishing details outlined in **Schedule I** attached herewith.

9.2 To ensure the Operator's ongoing compliance with the security requirements as set out in this Agreement, the Broadcaster may require technical validations ("***Technical Validations***") to be conducted by a technical expert in the field of Anti-piracy and/or content protection, at the Broadcaster's cost and expense. If the results of any Technical Validation are not found to be satisfactory by either the Operator or the Broadcaster, then Operator shall work with Broadcaster in resolving this issue in the next fourteen (14) business days. The Operator shall, if required, forthwith resort to appropriate remedial measures, by way of adopting appropriate state of the art or next generation technology that shall improve the accuracy and efficacy of the Security Systems. If a solution is not reached to the Broadcaster's satisfaction by the end of said Fourteen (14) days then, the Broadcaster may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Validation to verify that the systems, procedures and security measures have been corrected by the Operator to the Broadcaster's satisfaction. For avoidance of doubt, Technical validation is a process for antipiracy to protect broadcaster copyright and is not an

Audit as per Regulation 10(7) and/or Regulation 15 of Interconnection Regulations as amended from time to time and conduct of this validation shall not in any way be construed as conduct of the Broadcaster caused Audit.

9.3 For every Technical Validation referred to above, the Operator shall make available all the records, systems information and details for validation by a technical expert along with the Broadcaster's authorized representatives on reasonable notice to the Operator, during normal business hours during the Term of the Agreement and for 1 (one) year after the termination of this Agreement. Provided further that neither the Broadcaster's acceptance of any such information nor payment for any deficiency or the Broadcaster's validation of the Operator's records or accounts shall prevent the Broadcaster from later disputing the accuracy or completeness of any payment made or information supplied by the Operator. The Broadcaster and its representatives shall be entitled to visit all offices, head ends, control room and other locations (of the Operator and/or, any of its sub-Operator) for any such validation. The Operator undertakes to provide and cause to provide access to all offices, head ends, control room and other locations (of the Operator and/or, any of its sub operator) for any such validation by the Broadcaster or its representatives.

9.4 The Operator shall deploy Fingerprinting mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed/transmitted through its Platform at least once every Ten (10) minutes on 24 x 7 x 365(6-leap year) basis. The Operator undertakes to initiate the Fingerprinting as and when requested by the Broadcaster, in the event any Piracy is detected.

9.5 The Operator shall comply with all content protection measures that may be specified by the Broadcaster from time to time and shall report compliance to the Broadcaster in a timely manner as may be required and specified by the Broadcaster. The Operator shall also allow the Broadcaster full access to systems and controls for the Broadcaster to be satisfied that the Operator is fully compliant with such content protection measures as may be specified by the Broadcaster in this regard.

9.6 The Operator shall not allow unauthorized taping or receipt of the Channel(s). The Operator shall not authorize, cause or suffer any portion of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for linear distribution by Operator at the time the Channel(s) is made available. The Operator shall not authorize or permit infringement of any copyrighted material exhibited on the Channel(s), or use the rights granted to it under this Agreement for any unlawful purpose.

9.7 If the Operator becomes aware that any unauthorized third-party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channel(s) for any other purpose, the Operator shall immediately notify the Broadcaster and the Operator shall switch off the concerned Set Top Box/Unique Consumer Subscription to prevent such unauthorized use. However, use of a Set Top Box with the Recorder facility which has been supplied to the Subscribers by the Operator shall not be treated as unauthorized use; provided (a) such Recorder facility in the STB complies with the terms of this Agreement; (b) such STB is used in accordance with the terms and conditions of the Interconnection Agreement between the Operator and the Subscriber, (c) the Subscriber uses it strictly for non-commercial use and personal consumption.

9.8 If so instructed by the Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized Subscriber indulging in Piracy, within five minutes from the time it receives such instruction from the Broadcaster, Within six (6) months of signing of this Agreement the Operator shall setup a portal where access is provided to the Broadcaster representative to directly switch off STB/Unique Consumer Subscription which is indulging in Piracy. Any communication under this clause shall be considered as valid information only if the information is sent through an official e-mail of a designated officer of the Broadcaster. However, such foregoing information may even be provided by the Broadcaster representatives through other means of communications such as telephonic message, fax, etc. and the said information shall later be confirmed by the Broadcaster through e mail and the Operator shall be under an obligation to act upon such information relating to Piracy and switch off the concerned STB/Unique Consumer Subscription.

9.9 In such instances where the Operator is the only Party that is allowed to initiate legal action against an unauthorized Party, including, but not limited to, the filing of criminal complaints against such unauthorized Party,

the Operator agrees to grant necessary rights to the Broadcaster to initiate legal action. In the event the Broadcaster cannot initiate such legal action, against an unauthorized Party, for want of locus standi, the Operator agrees to initiate the same. In all cases where legal action is initiated by the Broadcaster, the Operator agrees to provide the Broadcaster with all the necessary/required assistance.

9.10 In addition to the above, the Operator shall, at its own expense, take all necessary steps to comply with the obligations set forth in **Schedule G** and **Schedule H.**

10 **Audit and Subscriber Management System**

10.1. The Operator shall once in a calendar year cause Audit of its Subscriber Management System (SMS), Digital Rights Manager (DRM) and other related systems from such auditors as empaneled by TRAI from time to time under the TRAI Regulations to confirm inter alia whether their SMS, DRM and other related systems are in compliance with the TRAI Regulations and also to verify and confirm whether the Monthly Subscriber Reports made available by the Operator to Broadcasters are complete, true and correct, and issue an Audit report to this effect to Broadcaster within twenty-four (24) hours of receipt of the said report from the auditor at email id audit.team@zee.com or upload at portal https://sms.zeeconnect.in/. The Operator shall obtain a certificate from such auditor that the Operator's digital addressable systems meets the requirements specified under the TRAI Regulations provided that failure to comply with this provision by the Operator will constitute a material breach of this Agreement. The Audit caused by the Operator shall be scheduled in such a manner that there is a gap of at-least six (6) months between the Audits of two consecutive calendar years. Further, there should not be a gap of more than eighteen (18) months between Audits of two audit.team@zee.com before causing the Audit of its Addressable Systems. Provided that the Audit and penalty under this clause shall be as per notification namely, "The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Amendment) Regulations" issued by TRAI on 30.10.2019 (and as may be amended from time to time).

10.2. In the event, the Broadcaster is not satisfied with the report received by the Operator under Clause 10.1 of this Agreement or, if in the opinion of ZEEL the addressable system being used by the Operator does not meet requirements specified under the Schedule X of Interconnection Regulation, The Broadcaster shall have the right to review and/or cause Audit from such auditors as empaneled by TRAI of the SMS, DRM, other related systems and records of SMS and DRM of the Operator relating to the Channels for the purpose of verifying the amounts payable to the Broadcaster under the Agreement once in a year, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement, for which the Operator shall provide full co-operation. The scope of the said Audit will be as defined in Schedule I to this Agreement. The Operator shall be under a legal obligation to revert within four (4) days ("**Revert Period**") after a request is received for Audit from ZEEL, so that the Audit exercise can be undertaken at a date before end of fifteen (15) days period. In the event the Operator fails to respond or fails to provide a convenient date for Audit falling within a month of the request date then in such an event, ZEEL shall at its discretion levy an additional charge equivalent to ten percent (10%) of one (1) month's Subscription Fee paid by the Operator for the previous month. For the avoidance of doubt, it is clarified that the additional charge of ten percent (10%) as referred to above shall continue to be levied on incremental monthly basis till the Audit is commenced. If such review and/or Audit reveals that additional fees is payable to the Broadcaster, then after measurement of such incremental Fees (which should be done by the Broadcaster by 10th day from the end of review/Audit), the Broadcaster shall raise invoice on the Operator for payment of differential Fees. Further, such date of determination shall be deemed to be the completion of event for the differential Fees that is to be paid by the Operator. The Operator shall immediately pay such Fees, as increased by interest rate @18% per annum, failing which the Broadcaster may, notwithstanding anything contained elsewhere in the Agreement, suspend any of the Channel or terminate this Agreement, by giving such notice to Operator as is required under applicable TRAI regulations, without prejudice to the Broadcaster's right to claim the additional Fees. If any Fees due for any period exceed the Fees reported by the Operator to be due for such period, by two (2) percent or more, the Operator shall pay all of the Broadcaster's costs incurred in connection with such review and/or Audit and take any necessary actions to avoid such errors in the future. At the end of each of these Audits, the Operator shall provide the Broadcaster with a current date Channel-wise (Bouquet/A-la-carte) Subscriber Report from its SMS, certified by its SMS manufacturer/vendor. In the event during the Audit exercise if it is found that the Operator has not informed ZEEL about any change/ replacement of his existing SMS / DRM system declared at the time of execution of the

Agreement or in case where the Operator has introduced and is making use of one or more SMS / DRM systems for which it has not declared true and correct Subscribers count along with the choice of Channels subscribed by the Subscribers then in such an event ZEEL shall at its discretion, charge for such additional Subscribers attributable to such supplementary/ additional SMS/DRM systems with a penalty @ 100% of the MRP for such Channels from the date of Agreement. For example, if the undeclared number of Subscribers is say 500 and the MRP share of ZEEL is Rs. X, then in such a scenario the Operator shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).

10.3. In the event during Audit exercise if it is found that the operator has provided signals to any device and/or systems and/or technology which have been restricted as per clause 3.15 of this, then in such event ZEEL shall at its discretion impose a strict penalty up to 100% of the maximum retail price for such channels from the date of Agreement

10.4. Notwithstanding anything to the contrary contained herein, if during review and/or Audit of the SMS, DRM, other related systems and records of SMS and DRM of the Operator, it is revealed that the Operator has misrepresented any information contained in the Incentive Qualifying Report or any item having a bearing on the computation of the opted Incentives and/or the Monthly Subscription Fee payable by the Operator, the Broadcaster shall be entitled to revoke all the Incentives availed by the Operator and seek appropriate refund of same along with interest. If Broadcaster has already paid the eligible Incentive, in which case Operator shall be liable to issue a credit note in accordance with the applicable GST Laws to the Broadcaster of the Eligible Incentive already paid by the Broadcaster.

10.5. The Operator shall maintain at its own expense the SMS and all the technical requirements which are listed in **Schedule G.**

10.6. In addition to the various rights and remedies as may be available under law, any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement causing substantial loss to the Broadcaster. Provided that nothing stated herein above amounts to waiver by the Broadcaster of its right to deactivate the signals of its Channels as per Applicable Law, if such Audit reveals that the addressable system being used by the Operator does not meet the requirements specified in the Telecommunications (Broadcasting & Cable) Services Interconnection Regulations, 2017 and the Telecommunications (Broadcasting & Cable) Services Digital (Addressable Systems)Audit Manual dated 8th November 2019 ("**Audit Manual**") (as may be amended form time to time).

10.7. The Operator shall be under a legal obligation to revert within five (5) days (**"Revert Period"**) after a request is received for Audit from the Broadcaster. In the event the Operator fails to respond or fails to provide a convenient date for Audit falling within two (2) weeks of the request date then in such an event, it shall be deemed to be refusal on the part of the Operator to allow the Broadcaster to conduct Audit. Accordingly, the Broadcaster would be entitled to disconnect the signals of the Channels of the Broadcaster after following due process of Applicable Law.

10.8. The Operator acknowledges that in the event the Operator confirms a date for Audit of its System to the Broadcaster and consequently the TRAI Empanelled Auditor appointed by the Broadcaster along with Broadcaster's representative reaches the Operator's headend on the scheduled Audit date and where the Audit is cancelled or postponed or abandoned, due to any reason attributable to the Operator, in such a case entire cost for the said Audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall stand to the account of the Operator as due and payable to the Broadcaster. The Operator agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the Operator in this regard.

10.9. The Operator shall allow presence of not more than two (2) ZEEL representatives during the Broadcaster caused Audit in accordance with this Agreement.

10.10. The Operator shall provide full cooperation to the empaneled auditors appointed by ZEEL in order to carry out the Audit including but not limited to granting unfettered, unqualified and unrestricted access to Operator's facilities and systems including but not limited to SMS, DRM, IT, billing, and all other digital addressable systems being in use of

the Operator headend and providing documents as may be required by the auditors. Operator shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such Audit and shall be provided with free ingress and egress from the premises wherein such Audit is conducted. The Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the Audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the Audit. The provisions contained in this Clause shall also apply to Technical Validations as stated in Clause 15 herein below. Any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement.

10.11. The Operator shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, LCN of ZEEL Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to ZEEL.

11 Representations and Warranties

11.1 The Operator represents, covenants, warrants and undertakes to the Broadcaster as follows:

i. it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder;

ii. by executing this Agreement, the Operator is not in breach of any of the provisions contained in any other Agreement executed by the Operator with any third-party;

iii. it has the appropriate net worth, necessary infrastructure including office, support staff and the equipment for running the Platform smoothly and efficiently and discharging its entire obligations under this Agreement;

iv. it shall abide by the Applicable Laws including the Cable TV Act and Interconnection Regulations;

v. it shall duly inform the Broadcaster in the event of any changes or termination in its registration/license;

vi. the STBs, DRM and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs and their installed microchip used by the Subscribers shall prohibit use of digital outputs;

vii. it shall provide the accurate Subscriber Reports and pay the Monthly Subscription Fees on the Due Dates, together with applicable taxes;

viii. it shall not retransmit the Channels via any medium other than the Operator's Platform;

ix. it shall provide the Broadcaster with 10 STBs/Unique Consumer Subscription for which the Broadcaster shall pay applicable charges authorized for every Channel distributed by the Operator for monitoring the Anti-Piracy;

x. it shall maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify the Broadcaster of any degradation to signal of any of the Channels;

xi. it shall ensure that EPG functionality, user interface and on-screen display ("***OSD***") appears at the Subscriber's option provided such interface appears at the bottom part of the screen and does not cover more than 10 % of the television screen size and does not obscure the program on the Channel;

xii. it undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channels;

xiii. it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify the Broadcaster of any unauthorized copying, taping or use of any part of the Channels and shall fully cooperate with all requests by the Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease;

xiv. if allowed under this Agreement, the content stored in the PVR or DVR shall always be encrypted and shall not be capable of transfer to and/or play on other devices;

xv. it shall not push content onto the STBs/devices on which Unique Consumer Subscription is logged in, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Channels;

xvi. it shall not discourage in any manner whatsoever the Subscribers and/or general public at large from not subscribing to the Channel(s) and/or it shall not engage in any kind of negative marketing/advertising/running scrolls that may discourage the Subscribers and/or general public at large from subscribing the Channel(s);

xvii. it shall not modify, misuse or tamper with the Equipment including the seal (paper or holographic seal to prevent opening of the Equipment) or any signals emanating therefrom in a manner that prevents the correct identification of the Equipment by their original identification code or interferes with the signals emanating therefrom;

xviii. it shall keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster in the event of any mechanical/technical fault in the Equipment;

xix. it undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify the Broadcaster against any default or non-payments in this regard;

xx. upon expiry/termination of the Agreement, it shall return to the Broadcaster the Equipment in good working condition and pay to the Broadcaster all outstanding payments that may be payable to the Broadcaster under the Agreement on the date of termination;

xxi. it further ensures that the Channels shall only be activated through the authorized digital addressable STB/ devices on which Unique Consumer Subscription is logged in which meets the specifications prescribed by the Bureau of Indian Standards ("***BIS***");

xxii. once the Channels are included in a Bouquet, the Operator shall not stop exhibition of the Channels without strictly following the procedure prescribed for changing the composition of the Bouquet under the QoS and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the Operator (if any);

xxiii. it shall allow distinct choice of Channels and Bouquets of Channels to each TV connection or Set Top Box/Unique Consumer Subscription in a Multi TV Home.

xxiv. it shall comply and remain fully compliant with the terms of this Agreement at all times during the Term;

xxv. it shall not make its Subscribers take other Channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees as stipulated by TRAI/Applicable Laws, as a precondition to receive the signals of the Broadcaster;

xxvi. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster;

xxvii. none of Broadcaster's Channels shall be included in any package or tier that contains any Channel with pornographic content or any gambling Channel or any Channel which is prohibited to be broadcasted under the Applicable Laws;

xxviii. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, licence or approval of any governmental authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement;

xxix. it is financially solvent and is capable of discharging its payment obligations under this Agreement; and

xxx. it shall not discontinue carrying the television Channel(s) of the Broadcaster on its network unless the requirement as regards the discontinuation threshold for a television Channel as prescribed in Schedule VIII of Regulation 4(8) of the Interconnection Regulations as amended by the 2020 Amendment Regulations; is fulfilled.

xxxi. the Operator hereby agrees to read, understand and comply with ZEEL's code of conduct as updated from time to time, and located at https://www.zeeconnect.in/HRPolicies/policies/Code_of_Conduct_Policy.pdf ("**Code**") and agrees to conduct business in strict legal compliance and with the highest ethical standards. The Operator further agrees to comply with ZEEL's Whistle Blower Policy, as updated from time to time, and located at https://www.zeeconnect.in/HRPolicies/policies/Whistleblower_and_Vigil_Mechanism_Policy.pdf ("**WBP**"). The Operator further agrees to report to ZEEL about any form of corruption (including without limitation financial malpractice, dishonesty, money laundering, corruption and fraud), or any other unethical and/or suspected behaviour that may impact ZEEL in any manner during the Term of this Agreement. The Operator shall duly disseminate the details of the WBP and contact number of the Vigilance Officer to all their employees, representatives, agents and business associates.

11.2 Other Obligations of the Operator

a. The Operator shall intimate ZEEL promptly in writing via **Service form 5- Form for Change of Control,** regarding the proposed merger, de-merger, amalgamation, consolidation, reorganization, joint venture, corporate restructuring or any other business arrangement involving the Operator or any change of control/management or acquisition of majority stake or controlling stake of the Operator by any other entity or acquisition by the Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the Operator's assets and/ or purchasing by the Operator of the whole or a substantial portion of the assets of another entity (**"Change Event"**). In the event of the aforementioned scenarios, ZEEL reserves its right to deactivate the signals of the ZEEL Channels to the Operator's network as per Applicable Laws.

b. If the Operator merges with, acquires or is acquired by a competing distribution platform operator operating in the Authorised Area (**"Competing Platform"**) and the Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the Channels(s) pursuant to this Agreement or the Operator distributes the said Channel to the Subscribers of the Competing Platform, the Operator or the successor company shall be obligated to pay the Broadcaster the Monthly Subscription Fee from the effective date of the merger, on the basis of this Agreement within thirty (30) days from the date of the merger based on the revised Subscriber base of Operator and the Competing Platform or the successor company/Affiliates/joint ventures/networks (as the case maybe).

c. If the Operator merges with, acquires or is acquired by a Competing Platform and the Channel(s) are carried on Platform and the Competing Platform, then the Monthly Subscription Fee payable by the combined entity/Platform would be in accordance with the respective Agreements of the Broadcaster, with the Platform and Competing Platform prior to such merger, till a fresh Agreement is entered into with the Broadcaster for the combined entity.

d. Without prejudice to the aforesaid provisions, the Operator agrees not to connect or make available the signals of the Channels through the distribution system/DAS to any Independent Affiliate, having outstanding arrears payable to the Broadcaster, without the Broadcaster's prior written consent vide a written agreement. The Broadcaster has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the Operator does not clear all the outstanding amounts payable by the Independent Affiliate to the Broadcaster for such time the Independent Affiliate has been availing the signals of the Channels.

e. The Operator further agrees to intimate ZEEL regarding a proposed Change Event promptly by submitting the Service Form 5 for Change of Control made available on ZEEL's website. In which event, ZEEL reserves its right to deactivate the signals of the Zee Channels as per Applicable Laws

f. The Operator shall not offer limited period exhibition of any Channel(s) to the Subscribers.

g. The Operator shall not distribute the Channels outside the Authorised Area through any other mode without the express written consent/Agreement of the Broadcaster.

h. The Operator shall display the name and maximum retail price of all the Channels opted by the Operator in its EPG.

i. Any Agreement entered into by the Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and the Operator shall ensure that such Agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

j. The Operator shall offer to all Subscribers the Bouquet(s) of the Channels offered by the Broadcaster for which Interconnection Agreement has been signed with the Broadcaster, without any alteration in composition of the Bouquet(s). In case the Operator opts for certain Bouquet(s) but does not carry all the Channels constituted in the Bouquet, then the Operator shall be liable to pay for the Channels on an A-la-carte basis.

k. The Operator shall make the payment of Monthly Subscription Fee irrespective of the Operator's collection of the invoiced Monthly Subscription Fee from its sub-operator/Affiliate/LCOs/Subscribers in a timely manner, the Operator shall pay the Monthly Subscription Fee on or before the Due Date prescribed in this Agreement.

l. The Operator undertakes that it shall ensure and cause its Affiliates/LCOs who would be transmitting the signals of the Channels to the Subscriber to comply with the terms of this Agreement and the requisite TRAI Regulations. The Operator acknowledges that in case of breach of this undertaking the Broadcaster shall be entitled to switch off the signals of the Channels. The Operator shall also provide details of such Affiliates/LCOs and keep the Broadcaster updated in this regard from time to time.

m. In case the Operator operates through any of its joint venture/Affiliate/associate Network(s) in different parts of the cities/country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such joint venture/Affiliate/associate entities of the Operator to the Broadcaster in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.

n. The Operator acknowledges and agrees that if it facilitates the broadcast of the competition Channels in the same genre in multiple languages, the Operator shall extend the same facility to the Broadcaster's Channels as well at no additional cost.

12 Intellectual Property

12.1 Unless notified to the contrary by the Broadcaster, in all trade references, advertising, promotion and marketing, the Channels shall be referred to exclusively as designated herein. As between the Broadcaster and the Operator, Intellectual Property over the Channels, marks associated with the Channels, logo, and names shall belong exclusively to the Broadcaster or its Affiliates or Broadcaster's rights holder (collectively referred to as "***IP Owners***"). The Operator shall not claim adversely to or challenge the rights of the IP Owners with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of the respective IP Owners and agrees to renounce such rights and sign all necessary documents which the Broadcaster may require the Operator to do. The Operator shall not use any material contained in any of the Intellectual Property without the prior written consent of the Broadcaster. If the Broadcaster authorizes such use, the Operator shall use such Intellectual Property in connection with the Channels only and only in accordance with the Broadcaster's written instructions. The Broadcaster reserves the right to inspect any such material at any time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name or seek to register any Intellectual Property which in the Broadcaster's opinion is colorable imitation or deceptively similar to the Intellectual Property. The Operator shall include appropriate copyright and other legal notices as the Broadcaster may require and shall promptly call to the attention of the Broadcaster the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third-party in the Authorized Area. The Operator shall within ten (10) days after termination of this Agreement return to the Broadcaster, or at Broadcaster's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of the Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred to the IP Owners (and at no cost to the Broadcaster or any of the IP Owners) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property.

12.2 The Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the Platform subject to prior written approval of the Broadcaster. However, the Operator can use the Channel Marks to promote the Channel(s) through programme guide, programme listing and for the purpose of displaying the EPG, if any.

12.3 The Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential Subscribers. The Operator acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the service) are and shall remain the exclusive property of the Broadcaster /IP Owners and its licensor(s), as applicable. The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the Operator with respect to the programmes included in the Channels. The Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by the Broadcaster or its programme suppliers/licensor(s) and disclosed to Operator by the Broadcaster for the purpose of this Agreement.

13 Advertising/ Marketing/Promotion

13.1 The Operator shall promote the Channels in the same manner and to the same extent as any other Channels distributed by the Operator on its Platform; provided that the Operator may carry out any specific promotion with respect to certain specific Channels, if such Channels provide the Operator with financial assistance with respect to such promotion. Notwithstanding the foregoing, the Operator agrees that it shall provide the Broadcaster with the same opportunity to carry out specific promotions for the Channels. Moreover, the Operator agrees that the Channels will be treated similarly in terms of size and prominence (taking into consideration the context) to other Channels in any advertising material where the Channel Marks appear with the logos and names of all other Channels. In any promotion and marketing of the Channels, the Operator shall use only promotional material provided or pre-approved by the Broadcaster in strict adherence to the Broadcaster's instructions or if the marketing materials for the Channels are created by or on behalf of the Operator, these must be submitted to the Broadcaster for the Broadcaster's prior written approval. The Broadcaster shall make available to the Operator promotional and marketing materials in accordance with the Broadcaster's prevailing current practices. The Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. The Operator shall cooperate with Broadcaster in such research by making available information reasonably requested

by the Broadcaster including the relevant data and address details of its Subscribers. The Broadcaster and the Operator agree to discuss joint marketing efforts and the coordination of marketing and promotion for the Channels and the Platform.

13.2 Notwithstanding anything contained elsewhere in this Agreement, the Operator shall not without the prior written permission of the Broadcaster promote or associate itself in any manner whatsoever with any programming carried on the Channels. Specifically, the Operator shall not market, promote or in any other manner whatsoever seek to draw any association between the Operator and any programme on the Channels. The Operator may only use the official logo of the Channels for any non-commercial purpose, promotional or marketing of the Channels on the Operator's network and provided such use is first approved by the Broadcaster in writing.

13.3 The Operator shall not:

i. engage in any kind of promotions, special screenings, private shows, exhibit in public viewing areas, any special schemes or any deals involving any particular event, show or programme on the Channels;

ii. use or exploit any of the logos or marks or the title of any event, show or programme of the Channels including without limitation, engaging in promotions via cutouts, banners or hoardings displaying any brand names or logos or trademarks of any such event; and

iii. obscure the viewing of any Channel by inserting any form of graphics, pop ups, aston bands, scrolls, squeezers, pre-rolls, post rolls, logos, brand names, virtual advertising, etc.

14. Term

14.1 Unless terminated in accordance with the terms hereof, this Agreement shall be valid for such time period as specified herein, forming part of this Agreement which shall not exceed twelve (12) months from Agreement Start Date _____.

14.2 The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. ZEEL will send a written notice to the Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement.

Provided further that if the Parties fail to enter into new Interconnection Agreement before the date of expiry of this Agreement, ZEEL will disconnect the re-transmission of the signals of the Channels on the expiry date of this Agreement.

Provided further that the Operator shall, fifteen (15) days prior to the date of expiry of this Agreement, inform its Subscribers through scrolls on its Platform:

a) the date of expiry of this Agreement;

b) the date of disconnection of signals of ZEEL Channels in event of its failure to enter into new Interconnection Agreement.

14.3 Any signed Agreement from the Operator shall not be legally binding if it is received after a new version of RIO/ Agreement is uploaded by ZEEL on its website. In the event ZEEL modifies and uploads a revised RIO/ Agreement on its website, any unexecuted Agreement(s) of previous RIO versions shall be null and void.

15. Termination and Suspension

15.1 Subject to Applicable Law and without prejudice to other rights and remedies available to ZEEL under this Agreement and Applicable Law, either Party shall have a right to terminate the Agreement forthwith/by providing a prior Disconnection Notice to the other Party in the event of:

i. any material breach of the Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so;

ii. the bankruptcy, insolvency, or appointment of receiver over the assets of the other Party or admission of any winding up petition against the other Party; or

iii. The Operator's License or any other material license necessary for the Operator to operate its Platform being revoked at any time other than due to the fault of the Operator.

15.2 The Broadcaster shall have the right in its sole discretion to forthwith suspend the delivery of Channels and/or terminate the Agreement forthwith by providing a prior Disconnection Notice as per Applicable Laws to the Operator in any of the following events:

i. revocation, termination or suspension of the Operator's License or any other material license necessary for the Operator to operate its Platform;

ii. any material breach of the Agreement which in the Broadcaster's sole opinion is not capable of a remedy;

iii. any breach of the Agreement which, if capable of a remedy within ten (10) days' notice period, is not remedied by the Operator to the satisfaction of the Broadcaster during the period of Disconnection Notice;

iv. If Operator fails to make payment of the Monthly Subscription Fees on or before the Due Date;

v. material breach related to non-submission of Subscriber Report.

vi. material breach related to Anti-Piracy, if such breach is not cured within the initial notice period of two (2) days.

vii. If there is a change in the ownership, management or control of the Operator which is not pre-approved by the Broadcaster.

viii. The Operator fails to execute the fresh Interconnection Agreement on the expiry of the Agreement as set out hereinabove.

It is hereby clarified between the Parties hereto that during the Term of the Agreement, if supply of signals of the Channels of the Broadcaster has been discontinued to Operator's network inter alia due to non-payment of the Monthly Subscription Fees / non-submission of MSRs / non- submission of Audit report/not allowing the Broadcaster to Audit the system/ non-compliance of the Technical requirements (as mandated under the TRAI Regulations) as may have been pointed out by the TRAI Empanelled Auditor in the course of conduct of the Audit of the Operator's SMS and DRM systems, the supply of signals may be re-activated/re-stored by the Broadcaster at its discretion upon the breach being remedied by the Operator to the satisfaction of the Broadcaster during the Term. In such an event, the Agreement shall be deemed to be valid only for the remainder period of the Term. However, in the event where the breach is not remedied during the validity of the Agreement, the signals may be re-activated by the Broadcaster only upon execution of a fresh Interconnection Agreement by the Operator and suitable remediation of the breach to the satisfaction of the Broadcaster.

15.3 The Operator shall have the right to terminate the Agreement if the Operator discontinues its business and provides at least 90 (ninety) days prior written notice vide **Service form 6- Form for Discontinuation of Operations,** which is provided under this Agreement and ZEEL's website.

15.4 The Broadcaster shall have the right to disconnect/discontinue any of the Channels / Bouquet(s) or make changes in the nature or composition of the Channel(s)/Bouquet(s) (as the case may be) at any time by giving a prior written notice of 21 (twenty-one) days or such other notice period as mandated under the Applicable Laws.

15.5 The Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator if the Operator breaches any of the Anti-Piracy Obligations and fails to cure such breach within ten (10) days of being required in writing to do so.

15.6 In the event the Applicable Laws are amended during the subsistence of this Agreement in a manner to remove the period for which the Disconnection Notice needs to remain valid before the signal of any or all of the Channels are switched off and accordingly the Agreement can be partially or wholly terminated respectively by the Broadcaster, the remedy period for Operator's breach in Clause 15.2 (iii) shall be such period as may be prescribed by the Broadcaster in its Disconnection Notice to the Operator.

15.7 The Broadcaster shall have the right to discontinue/remove/withdraw one or more Channels ("***Affected/Removed Channels***"), as per Applicable Law and subject to Clause 15.4. Once a Channel becomes an Affected/Removed Channel, the same shall cease to be made available by the Broadcaster on an A-la-carte and/or as part of Bouquet. In case of any Broadcaster Channel being discontinued by the Broadcaster, effective MRP of the subscribed Bouquet consisting such Channel(s), would get adjusted by a factor of an A-la-carte price of Removed Channel(s) to sum of A-la-carte prices of all Channels forming part of that subscribed Bouquet.

15.8 Upon expiry or termination of this Agreement for any reason:

i. each Party shall return to the other Party the Confidential Information, all materials and information (including intellectual property) pertaining to the other Party or destroy the same upon being advised to do so by the other Party. The Operator shall forthwith cease to use the Confidential Information pertaining to the Broadcaster;

ii. the Operator shall return the Equipment supplied by the Broadcaster in accordance with the terms of this Agreement;

iii. the Operator shall cease to make any representations that it is associated with the Broadcaster or the Channels;

iv. cease to distribute/re-transmit Broadcaster's Channels to the Subscribers; and

v. The Operator shall within seven (7) days from the date of termination deliver to the Broadcaster all due and pending Reports and shall pay all pending payments including interest accrued to the Broadcaster till date of deactivation.

15.9 Termination or expiry of this Agreement will not affect the Operator's obligations that are meant to survive the expiry or termination of this Agreement including the payment of the Monthly Subscription Fees payable under this Agreement. For purposes of clarity, where the Agreement is terminated in accordance with the provisions hereof the Monthly Subscription Fees shall be payable until the Effective Date of termination.

15.10 Pursuant to Clause 15.2 of this Agreement and without derogating in any manner the right of the Broadcaster to terminate this Agreement, where the Broadcaster opts to suspend this Agreement partially in respect of certain specified Channels ("***Suspended Channels***") or whole of this Agreement in respect of all the Channels, then the Broadcaster shall have a right, in addition to all the other rights and remedies available to the Broadcaster in law, contract or equity, to claim the Monthly Subscription Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by the Broadcaster through and until the Agreement is either reinstated or terminated by the Broadcaster.

15.11 It is agreed and acknowledged by the Operator that if the Broadcaster chooses to terminate the Agreement in its entirety or partially in respect of certain Suspended Channels due to the Operator having failed to remedy the breach notified by the Broadcaster pursuant to Clause 15.2 due to which the Broadcaster had suspended the

Agreement, The Broadcaster may not be required to provide a fresh Disconnection Notice if it is not required by the Applicable Laws.

15.12 The provisions of clause related to Indemnification, Limitation of Liability and Confidentiality shall survive the termination of this Agreement.

16. Indemnification, Limitation of Liability

16.1 The Operator shall indemnify and hold the Broadcaster and its respective officers, directors, employees, agents and Affiliates, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of: (a) the breach of any representation, warranty, covenant or undertaking made by the Operator hereunder or any other obligation of the Operator arising out of this Agreement; and (b) any third-party claims that are brought against the Broadcaster which arise due to breach of any terms of this Agreement or misrepresentation by the Operator or breach of a covenant, undertaking or warranty by the Operator. The Broadcaster shall notify the Operator in writing of the claim or action for which such indemnity applies.

16.2 The Broadcaster shall not be liable to the Operator, any Subscriber or to any third-party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

16.3 The aggregate liability of the Broadcaster and its Affiliates to the Operator for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly Subscription Fee for the last month actually paid by the Operator to the Broadcaster under this Agreement.

16.4 The Operator undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of Operator. Nothing in this Agreement or the contract(s) executed between the Subscriber and the Operator or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from the Broadcaster or create any direct relationship between the Subscriber and the Broadcaster.

16.5 It is expressly understood and agreed between the Parties that ZEEL shall have no liability or obligation whatsoever under this Agreement, towards the Operator, the Subscribers or any other person or Authority, arising from and/or in respect of:

i. any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow ZEEL's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by ZEEL, in which event ZEEL shall not be under any obligation to provide Operator with any other Equipment;
ii. deactivation, disconnection, interruption of ZEEL Channels or termination of this Agreement by ZEEL in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of non-payment of the Monthly Subscription Fee by the Operator or on account of any other breach of this Agreement by the Operator); or
iii. failure on the part of the Operator to maintain the licenses and approvals required under Applicable Law;
iv. any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of ZEEL;
v. any inaction or default on the part of the Operator, its distributor or installer.

17. Governing Law and Jurisdiction

The RIO along with the Interconnection Agreement shall be governed by Indian laws. TDSAT shall have an exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of the RIO and/or Agreement and any instrument executed thereunder. Nothing contained in this Agreement shall be construed as restricting or limiting the right of the Broadcaster to take action for violation of its rights under all Applicable Laws.

18. Miscellaneous

18.1 Entire Agreement and binding effect

i. This Agreement shall constitute the entire Agreement between the Parties with respect to the subject matter contained herein and shall supersede all prior Reference Interconnect Offer, Interconnection / Subscription Agreements, understandings, minutes of meetings, oral or written, with respect thereto. Subject to the terms and conditions hereof, this Agreement is binding upon and will inure to the benefit of the Parties and their respective successors.

ii. The Operator acknowledges that this Agreement is without prejudice and subject to the outcome of the order(s) of the High Court of Delhi in W.P.(C) No. 4091 of 2017, W.P.(C) No. 4135 of 2017, W.P.(C) No. 7017 of 2017, W.P.(C) No. 506/2016 & CM APPL. 2085/2016, W.P.(C) 5161/2014 & CM APPLs. 10283/2014, 9629/2015 & 18139/2015 or any other appeal/writ petition pending before any Authority/Court in connection with any of the subject matter contained herein or any further challenges arising from such writ petitions. The Broadcaster reserves the right to modify/terminate this Agreement, subject to the outcome of the aforesaid appeal/Writ Petition(s).

iii. The Operator acknowledges that the Broadcaster reserves the right to modify this Agreement at its sole discretion.

18.2 Force Majeure

i. If on account of a Force Majeure Event, either Party cannot perform its obligations hereunder for more than thirty (30) days, then either Party shall be entitled to terminate this Agreement by providing the other Party a prior written notice of Fifteen (15) days or such other notice period as mandated under the Applicable Law.

ii. The Party affected by the Force Majeure Event must promptly notify the other Party in writing (that is within 48 hours) of the occurrence and nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.

iii. The Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 18.2, neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Monthly Subscription Fee shall accrue and be payable by the Operator subject to the Force Majeure Event for the period during which the Force Majeure Event continues and/or until the Agreement is terminated by the Broadcaster hereunder.

18.3 Confidentiality

i. The Parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other party's Affiliates, Subscriber details, Monthly Subscription Fees, pricing, information regarding the strategy and volume of business of the other Party strictly confidential at all times.

ii. Any information provided by one Party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other Party.

iii. Other than the existence of this Agreement and the terms of this Agreement which are or come to the public domain with no fault of either Party or due to the Applicable Laws, no terms or conditions herein, nor any matters relating to the course of dealings between the Parties including all Subscriber related information or any information pertain to the business of the Operator/Broadcaster shall be disclosed to any third-party, except to auditors (as a part of normal reporting procedure), attorneys, Affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to- know basis, and except as may be required by any applicable government agency, regulatory body or court.

18.4 Notices

All notices must be in writing, sent during working hours, by personal delivery or courier or registered post or email to such address of the Broadcaster and the Operator as specified in this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have been received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the second business day when sent by courier; and (c) fifth business day when sent by registered post.

18.5 Assignment

i. Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of the Broadcaster, to assign or transfer, in whole or in part, the Agreement or any of its rights or obligations hereunder to any third-party including its Affiliates. Upon any breach, whether actual, potential, or threatened, of this Clause, the Operator shall be deemed to be unauthorized to retransmit the signals of the Channels and in material breach of this Agreement which shall entitle the Broadcaster to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.

ii. The Broadcaster may, at any time, assign or novate the Agreement including, without limitation, its rights and obligations hereunder, either in whole or in parts, to any person or third-party and such person or third-party shall, to the extent of such assignment, be deemed to have the same rights and obligations as the Broadcaster vis-a-vis the Operator. Such assignment or novation by the Broadcaster shall be effective on and from the date as communicated in writing by Broadcaster to the Operator.

18.6 Amendment

No amendment to this Agreement shall be valid unless prepared in writing and signed by the authorized signatories of each of the Parties.

18.7 Survivability

The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement shall continue to have effect after the end of the Term.

18.8 Specific Performance

The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster and therefore the Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Operator from committing any violation of this Agreement or to

enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Broadcaster may have at law or in equity, including without limitation a right for damages.

18.9 Guarantee

The Operator shall procure that its permitted and authorized sub-operators who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Operator guarantees the performance of the obligations of its permitted and authorized sub-operators under the terms of this Agreement. Any breach or default of this Clause by the permitted and authorized affiliate, sub-operator shall constitute a material breach by the Operator of the terms of this Agreement.

18.10 Severability

If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.

18.11 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

18.12 Agency

Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties.

18.13 Counterpart

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Alternatively, the Parties shall endeavor to sign this Agreement digitally.

18.14 Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislatures or parliament, laws, ordinances, orders, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the MIB and TRAI or any final un-appealable order of any competent court or tribunal, etc., which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder. Such amendment shall take effect from the date of such change. In the event the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For _____	Name:_____ Designation:_____ *Date: _____
For Zee Entertainment Enterprises Ltd.	Name:_____ Designation: _____ *Date: _____

**The Agreement execution date shall be deemed to be the date on* which the *Operator/Broadcaster has last signed* the *Agreement.*

SCHEDULE A

VALIDATION FORM

Term*: One year from Agreement Start Date.

Agreement Start Date:_____

Authorized Area(s)/Territory: (please provide complete details)**:**

Details of agreed areas for distribution of signal of Subscribed Channels by the Operator:

Details of Area Serviced by Operator (Territory):

State / Union Territory in which the Authorized Area is located	District(s) covered	Authorized Area/Territory (City/area)	Head-end of Operator from which the signals of Zee Channels are serviced in such Authorized Area(S)

Note: City shall mean the municipal limit of that particular city

Bill code:

Bill Code	Applicable GSTIN	Area Catered by Bill Code

Details of Digital Rights Manager (**DRM**) and Subscriber Management Systems (**SMS**) deployed by Operator (Attach extra sheet if required and provide the complete details).

Sr. No.	Details of SMS with version deployed	Details of DRM with version deployed

**In the event the Operator has deployed additional DRM and/or SMS, the certificate to be issued for each DRM and/or SMS deployed*

Installation Address(es) of DRM and SMS (Attach extra sheet if required).

Sr. No.	Installation Address(es) of SMS including all related server/systems	Installation Address(es) of DRM including all related server/systems

The address to provide above shall specify the Village, City/Taluka, District, Pin Code, State, Tel. No, details of contact person(s) and technical person(s) (including name, mobile number, Email address etc.)

(In case of multiple Installation Address, the Operator to provide additional installation address(es) in the format set out herein below ***i.e.*** FORMAT FOR DECLARATION OF MULTIPLE/ADDITIONAL INSTALLATION ADDRESS(ES) *along with details of Installation address(es) of DRM & SMS*)

FORMAT FOR DECLARATION OF MULTIPLE/ADDITIONAL INSTALLATION ADDRESS(ES)

This Interconnection Agreement ("**Agreement**") No. _____ is entered into on this _____ day of _____ 20____ at New Delhi.

between

Zee Entertainment Enterprises Limited

and

_____

This page forms an integral part of the abovementioned Interconnection Agreement.

INSTALLATION ADDRESS:

_____

_____

Landmark: _____

Village:_____City/Taluka:_____

District: _____Pin:_____ State: _____

Tel. No: STD Code: _____No.: _____

Mobile No. _____

Fax No – STD Code: _____ No._____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

Technical Person: _____

Mobile No. of Technical Person: _____

CHANNELS AND BOUQUETS

i) **A-LA-CARTE AND BOUQUET MRP OF THE CHANNELS**

I. A-LA-CARTE MAXIMUM RETAIL PRICES OF STANDARD DEFINITION AND HIGH DEFINITION CHANNELS

A. List of Standard Definition (SD) Pay Channels of the Broadcaster offered on A-la-carte basis with MRP of the Channel:

Sr. No.	Select / Checkbox	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per Subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code
1	☐	Zee TV	General Entertainment	Hindi	19.00	ZSD-ZEETV12
2	☐	&TV	General Entertainment	Hindi	6.00	ZSD-ANDTV12
3	☐	Zee Anmol	General Entertainment	Hindi	0.10	ZSD-ZANML12
4	☐	Big Magic	General Entertainment	Hindi	0.10	ZSD-ZMGIC12
5	☐	Zee Cinema	Movies	Hindi	19.00	ZSD-ZCNMA12
6	☐	&pictures	Movies	Hindi	10.00	ZSD-ANDPC12
7	☐	Zee Bollywood	Movies	Hindi	3.00	ZSD-ZBOLL12
8	☐	Action Cinema	Movies	Hindi	0.10	ZSD-ZACTN12
9	☐	Zee Classic	Movies	Hindi	0.10	ZSD-ZCLAS12
10	☐	Zee Anmol Cinema	Movies	Hindi	0.10	ZSD-ZANCM12
11	☐	Zee Zest	Infotainment	Hindi / English	1.00	ZSD-ZZEST12
12	☐	Zing	Music	Hindi	0.10	ZSD-ZZING12
13	☐	Zee Café	General Entertainment	English	10.00	ZSD-ZCAFE12
14	☐	&flix	Movies	English / Hindi / Regional Languages	15.00	ZSD-&FLIX12
15	☐	Zee Marathi	General Entertainment	Marathi	19.00	ZSD-ZMRTH12
16	☐	Zee Talkies	Movies	Marathi	9.00	ZSD-ZTALK12
17	☐	Zee Yuva	General Entertainment	Marathi	1.00	ZSD-ZYUVA12
18	☐	Zee Bangla	General Entertainment	Bangla	19.00	ZSD-ZBNGL12
19	☐	Zee Bangla Cinema	Movies	Bangla	10.00	ZSD-ZBGCM12
20	☐	Zee Sarthak	General Entertainment	Odia	19.00	ZSD-ZSRTH12
21	☐	Zee Punjabi	General Entertainment	Punjabi	10.00	ZSD-PUNBB12

22	☐	Zee Anmol Cinema 2	Movies	Hindi	0.10	ZSD-ZGNGA12
23	☐	Zee Biskope	Movies	Bhojpuri	0.10	ZSD-GNGAB12
24	☐	Zee Tamil	General Entertainment	Tamil	19.00	ZSD-ZTAML12
25	☐	Zee Thirai	Movies	Tamil	10.00	ZSD-THRAI12
26	☐	Zee Telugu	General Entertainment	Telugu	19.00	ZSD-ZTELG12
27	☐	Zee Cinemalu	Movies	Telugu	15.00	ZSD-ZCNML12
28	☐	Zee Kannada	General Entertainment	Kannada	19.00	ZSD-ZKAND12
29	☐	Zee Picchar	Movies	Kannada	15.00	ZSD-PCHAR12
30	☐	Zee Keralam	General Entertainment	Malayalam	10.00	ZSD-ZKRLM12

Note:

- The MRP mentioned for the A-la-carte Pay Zee Channel(s) are per "Subscriber" per month.
- "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box /Unique Consumer Subscription, which is availing Zee Channels.
- MRP of Pay Zee Channels offered on A-la-carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

B. List of High Definition (HD) Channels of the Broadcaster offered on A-la-carte Basis with MRP of the Channel:

Sr. No.	Select / Checkbox	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per Subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code
1	☐	Zee TV HD	General Entertainment	Hindi	19.00	ZHD-ZEETV12
2	☐	&TV HD	General Entertainment	Hindi	19.00	ZHD-ANDTV12
3	☐	Zee Cinema HD	Movies	Hindi	19.00	ZHD-ZCNMA12
4	☐	&pictures HD	Movies	Hindi	19.00	ZHD-ANDPC12
5	☐	&xplor HD	Movies	Hindi	4.00	ZHD-&XPLR12
6	☐	Zee Zest HD	Infotainment	Hindi / English	10.00	ZHD-ZZEST12
7	☐	Zee Café HD	General Entertainment	English	10.00	ZHD-ZCAFE12
8	☐	&flix HD	Movies	English / Hindi / Regional Languages	19.00	ZHD-&FLIX12
9	☐	&prive HD	Movies	English	6.00	ZHD-&PRIV12
10	☐	Zee Marathi HD	General Entertainment	Marathi	19.00	ZHD-ZMRTH12
11	☐	Zee Talkies HD	Movies	Marathi	19.00	ZHD-ZTALK12

12	☐	Zee Bangla HD	General Entertainment	Bangla	19.00	ZHD-ZBNGL12
13	☐	Zee Tamil HD	General Entertainment	Tamil	19.00	ZHD-ZTAML12
14	☐	Zee Thirai HD	Movies	Tamil	16.00	ZHD-THRAI12
15	☐	Zee Telugu HD	General Entertainment	Telugu	19.00	ZHD-ZTELG12
16	☐	Zee Cinemalu HD	Movies	Telugu	19.00	ZHD-ZCNML12
17	☐	Zee Kannada HD	General Entertainment	Kannada	19.00	ZHD-ZKAND12
18	☐	Zee Picchar HD	Movies	Kannada	16.00	ZHD-PCHAR12
19	☐	Zee Keralam HD	General Entertainment	Malayalam	10.00	ZHD-ZKRLM12

Note:

- The MRP mentioned for the A-la-carte Pay Zee Channel(s) are per "Subscriber" per month.
- "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box /Unique Consumer Subscription, which is availing Zee Channels.
- MRP of Pay Zee Channels offered on A-la-carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the central government including but not limited to GST, etc. (as applicable).

C. List of FTA Zee Channels offered on A-la-carte Basis:

Sr. No.	Select / Checkbox	Name of the Channel	Genre	Language	A-la-Carte Channel Code
1	☐	Zee Chitramandir	Movies	Marathi	ZSD-ZCHTR12

ii. BOUQUET OF PAY CHANNELS OF THE BROADCASTER ALONG WITH MRP:

A. List of Bouquet(s) of Pay Zee Channels with MRP of the Bouquet

Sr. No.	Select / Checkbox	Bouquet Name	Zee Bouquet Code
1	☐	Zee Family Pack Hindi SD	ZSDB1HNDI112
2	☐	Zee All-In-One Pack Hindi SD	ZSDB2HNDI112
3	☐	Zee Prime Pack English SD	ZSDB0ENGL112
4	☐	Zee Family Pack Marathi SD	ZSDB1MRTH112
5	☐	Zee All-In-One Pack Marathi SD	ZSDB2MRTH112
6	☐	Zee Family Pack Bangla SD	ZSDB1BNGL112

7	☐	Zee All-In-One Pack Bangla SD	ZSDB2BNGL112
8	☐	Zee Family Pack Odia SD	ZSDB1ODIA112
9	☐	Zee All-In-One Pack Odia SD	ZSDB2ODIA112
10	☐	Zee Prime Pack Tamil SD	ZSDB0TAML112
11	☐	Zee Family (A) Pack Tamil SD	ZSDB1TAML112
12	☐	Zee Family (B) Pack Tamil SD	ZSDB1TAML113
13	☐	Zee All-In-One Pack Tamil SD	ZSDB2TAML112
14	☐	Zee Prime Pack Telugu SD	ZSDB0TLGU112
15	☐	Zee Family (A) Pack Telugu SD	ZSDB1TLGU112
16	☐	Zee Family (B) Pack Telugu SD	ZSDB1TLGU113
17	☐	Zee All-In-One Pack Telugu SD	ZSDB2TLGU112
18	☐	Zee Prime Pack Kannada SD	ZSDB0KNDA112
19	☐	Zee Family (A) Pack Kannada SD	ZSDB1KNDA112
20	☐	Zee Family (B) Pack Kannada SD	ZSDB1KNDA113
21	☐	Zee All-In-One Pack Kannada SD	ZSDB2KNDA112
22	☐	Zee Prime Pack Malayalam SD	ZSDB0MLYM112
23	☐	Zee Family (A) Pack Malayalam SD	ZSDB1MLYM112
24	☐	Zee Family (B) Pack Malayalam SD	ZSDB1MLYM113
25	☐	Zee Family Pack Hindi HD	ZHDB1HNDI112
26	☐	Zee All-In-One Pack Hindi HD	ZHDB2HNDI112
27	☐	Zee Prime Pack English HD	ZHDB0ENGL112
28	☐	Zee Family Pack Marathi HD	ZHDB1MRTH112
29	☐	Zee All-In-One Pack Marathi HD	ZHDB2MRTH112
30	☐	Zee Family Pack Bangla HD	ZHDB1BNGL112
31	☐	Zee All-In-One Pack Bangla HD	ZHDB2BNGL112
32	☐	Zee Family Pack Odia HD	ZHDB1ODIA112
33	☐	Zee All-In-One Pack Odia HD	ZHDB2ODIA112
34	☐	Zee Prime Pack Tamil HD	ZHDB0TAML112
35	☐	Zee Family (A) Pack Tamil HD	ZHDB1TAML112
36	☐	Zee Family (B) Pack Tamil HD	ZHDB1TAML113
37	☐	Zee All-In-One Pack Tamil HD	ZHDB2TAML112
38	☐	Zee Prime Pack Telugu HD	ZHDB0TLGU112
39	☐	Zee Family (A) Pack Telugu HD	ZHDB1TLGU112
40	☐	Zee Family (B) Pack Telugu HD	ZHDB1TLGU113
41	☐	Zee All-In-One Pack Telugu HD	ZHDB2TLGU112
42	☐	Zee Prime Pack Kannada HD	ZHDB0KNDA112
43	☐	Zee Family (A) Pack Kannada HD	ZHDB1KNDA112
44	☐	Zee Family (B) Pack Kannada HD	ZHDB1KNDA113
45	☐	Zee All-In-One Pack Kannada HD	ZHDB2KNDA112
46	☐	Zee Prime Pack Malayalam HD	ZHDB0MLYM112
47	☐	Zee Family (A) Pack Malayalam HD	ZHDB1MLYM112
48	☐	Zee Family (B) Pack Malayalam HD	ZHDB1MLYM113

Total Count of Bouquet(s) Availed by Operator:_____

BOUQUET COMPOSITION

Bouquet Name	Zee Family Pack Hindi SD	Zee All-In-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-In-One Pack Marathi SD
Bouquet Code	ZSDB1HNDI112	ZSDB2HNDI112	ZSDB1MRTH112	ZSDB2MRTH112
MRP (Rs.)	47.00	62.00	54.00	69.00
	Zee TV	Zee TV	Zee TV	Zee TV
	&TV	&TV	&TV	&TV
	Zee Anmol	Zee Anmol	Zee Anmol	Zee Anmol
	Zee Cinema	Zee Cinema	Zee Cinema	Zee Cinema
	&pictures	&pictures	&pictures	&pictures
	Zee Bollywood	Zee Bollywood	Zee Bollywood	Zee Bollywood
	Zee Anmol Cinema	Zee Anmol Cinema	Zee Anmol Cinema	Zee Anmol Cinema
	Zee Punjabi	Zee Punjabi	Zee Marathi	Zee Marathi
	Zee Anmol Cinema 2	Zee Anmol Cinema 2	Zee Yuva	Zee Yuva
	Zee Biskope	Zee Biskope	Zee Talkies	Zee Talkies
	Zing	Zing	Zee Anmol Cinema 2	Zee Anmol Cinema 2
	Zee Zest	Zee Zest	Zing	Zing
	Big Magic	Zee Café	Zee Zest	Zee Zest
	Action Cinema	&flix	Big Magic	Zee Café
	Zee Classic	Big Magic	Action Cinema	&flix
		Action Cinema	Zee Classic	Big Magic
		Zee Classic		Action Cinema
				Zee Classic

Bouquet Name	Zee Family Pack Bangla SD	Zee All-In-One Pack Bangla SD	Zee Family Pack Odia SD	Zee All-In-One Pack Odia SD
Bouquet Code	ZSDB1BNGL112	ZSDB2BNGL112	ZSDB1ODIA112	ZSDB2ODIA112
MRP (Rs.)	54.00	69.00	48.00	63.00
	Zee TV	Zee TV	Zee TV	Zee TV
	&TV	&TV	&TV	&TV
	Zee Anmol	Zee Anmol	Zee Anmol	Zee Anmol
	Zee Cinema	Zee Cinema	Zee Cinema	Zee Cinema
	&pictures	&pictures	&pictures	&pictures
	Zee Bollywood	Zee Bollywood	Zee Bollywood	Zee Bollywood
	Zee Anmol Cinema	Zee Anmol Cinema	Zee Anmol Cinema	Zee Anmol Cinema
	Zee Bangla	Zee Bangla	Zee Sarthak	Zee Sarthak
	Zee Bangla Cinema	Zee Bangla Cinema	Zee Anmol Cinema 2	Zee Anmol Cinema 2
	Zee Anmol Cinema 2	Zee Anmol Cinema 2	Zing	Zing
	Zee Biskope	Zee Biskope	Zee Zest	Zee Zest
	Zing	Zing	Big Magic	Zee Café
	Zee Zest	Zee Zest	Action Cinema	&flix
	Big Magic	Zee Café	Zee Classic	Big Magic

	Action Cinema	&flix		Action Cinema
	Zee Classic	Big Magic		Zee Classic
		Action Cinema		
		Zee Classic		

Bouquet Name	Zee Prime Pack Tamil SD	Zee Family (A) Pack Tamil SD	Zee Family (B) Pack Tamil SD	Zee All-In-One Pack Tamil SD
Bouquet Code	ZSDB0TAML112	ZSDB1TAML112	ZSDB1TAML113	ZSDB2TAML112
MRP (Rs.)	21.00	35.00	35.00	72.00
	Zee Bollywood	Zee Bollywood	Zee TV	Zee TV
	Zee Tamil	Zee Tamil	Zee Bollywood	&TV
	Zee Thirai	Zee Thirai	Zee Tamil	Zee Anmol
	Zing	Zing	Zee Thirai	Zee Cinema
	Zee Zest	Zee Zest	Zing	&pictures
		Zee Café	Zee Zest	Zee Bollywood
		&flix		Zee Anmol Cinema
				Zee Tamil
				Zee Thirai
				Zing
				Zee Zest
				Zee Café
				&flix

Bouquet Name	Zee Prime Pack Telugu SD	Zee Family (A) Pack Telugu SD	Zee Family (B) Pack Telugu SD	Zee All-In-One Pack Telugu SD
Bouquet Code	ZSDB0TLGU112	ZSDB1TLGU112	ZSDB1TLGU113	ZSDB2TLGU112
MRP (Rs.)	28.00	35.00	35.00	72.00
	Zee Bollywood	Zee Bollywood	Zee TV	Zee TV
	Zee Telugu	Zee Telugu	Zee Bollywood	&TV
	Zee Cinemalu	Zee Cinemalu	Zee Telugu	Zee Anmol
	Zing	Zing	Zee Cinemalu	Zee Cinema
	Zee Zest	Zee Zest	Zing	&pictures
		Zee Café	Zee Zest	Zee Bollywood
		&flix		Zee Anmol Cinema
				Zee Telugu
				Zee Cinemalu
				Zing
				Zee Zest
				Zee Café
				&flix

Bouquet Name	Zee Prime Pack Kannada SD	Zee Family (A) Pack Kannada SD	Zee Family (B) Pack Kannada SD	Zee All-In-One Pack Kannada SD
Bouquet Code	ZSDB0KNDA112	ZSDB1KNDA112	ZSDB1KNDA113	ZSDB2KNDA112
MRP (Rs.)	28.00	35.00	35.00	72.00
	Zee Bollywood	Zee Bollywood	Zee TV	Zee TV

	Zee Kannada	Zee Kannada	Zee Bollywood	&TV
	Zee Picchar	Zee Picchar	Zee Kannada	Zee Anmol
	Zing	Zing	Zee Picchar	Zee Cinema
	Zee Zest	Zee Zest	Zing	&pictures
		Zee Café	Zee Zest	Zee Bollywood
		&flix		Zee Anmol Cinema
				Zee Kannada
				Zee Picchar
				Zing
				Zee Zest
				Zee Café
				&flix

Bouquet Name	**Zee Prime Pack Malayalam SD**	**Zee Family (A) Pack Malayalam SD**	**Zee Family (B) Pack Malayalam SD**	**Zee Prime Pack English SD**
Bouquet Code	**ZSDB0MLYM112**	**ZSDB1MLYM112**	**ZSDB1MLYM113**	**ZSDB0ENGL112**
MRP (Rs.)	**10.00**	**24.00**	**24.00**	**15.00**
	Zee Bollywood	Zee Bollywood	Zee TV	Zee Zest
	Zee Keralam	Zee Keralam	Zee Bollywood	Zee Café
	Zing	Zing	Zee Keralam	&flix
	Zee Zest	Zee Zest	Zing	
		Zee Café	Zee Zest	
		&flix		

Bouquet Name	**Zee Family Pack Hindi HD**	**Zee All-In-One Pack Hindi HD**	**Zee Family Pack Marathi HD**	**Zee All-In-One Pack Marathi HD**
Bouquet Code	**ZHDB1HNDI112**	**ZHDB2HNDI112**	**ZHDB1MRTH112**	**ZHDB2MRTH112**
MRP (Rs.)	**79.00**	**104.00**	**99.00**	**124.00**
	Zee TV HD	Zee TV HD	Zee TV HD	Zee TV HD
	&TV HD	&TV HD	&TV HD	&TV HD
	Zee Anmol	Zee Anmol	Zee Anmol	Zee Anmol
	Zee Cinema HD	Zee Cinema HD	Zee Cinema HD	Zee Cinema HD
	&pictures HD	&pictures HD	&pictures HD	&pictures HD
	Zee Bollywood	Zee Bollywood	Zee Bollywood	Zee Bollywood
	Zee Anmol Cinema	Zee Anmol Cinema	Zee Anmol Cinema	Zee Anmol Cinema
	&Xplor HD	&Xplor HD	&Xplor HD	&Xplor HD
	Zee Punjabi	Zee Punjabi	Zee Marathi HD	Zee Marathi HD
	Zee Anmol Cinema 2	Zee Anmol Cinema 2	Zee Yuva	Zee Yuva
	Zee Biskope	Zee Biskope	Zee Talkies HD	Zee Talkies HD
	Zing	Zing	Zee Anmol Cinema 2	Zee Anmol Cinema 2
	Zee Zest HD	Zee Zest HD	Zing	Zing
	Big Magic	Zee Café HD	Zee Zest HD	Zee Zest HD
	Action Cinema	&flix HD	Big Magic	Zee Café HD
	Zee Classic	&prive HD	Action Cinema	&flix HD
		Big Magic	Zee Classic	&prive HD
		Action Cinema		Big Magic
		Zee Classic		Action Cinema
				Zee Classic

Bouquet Name	Zee Family Pack Bangla HD	Zee All-In-One Pack Bangla HD	Zee Family Pack Odia HD	Zee All-In-One Pack Odia HD
Bouquet Code	ZHDB1BNGL112	ZHDB2BNGL112	ZHDB1ODIA112	ZHDB2ODIA112
MRP (Rs.)	89.00	114.00	79.00	104.00
	Zee TV HD	Zee TV HD	Zee TV HD	Zee TV HD
	&TV HD	&TV HD	&TV HD	&TV HD
	Zee Anmol	Zee Anmol	Zee Anmol	Zee Anmol
	Zee Cinema HD	Zee Cinema HD	Zee Cinema HD	Zee Cinema HD
	&pictures HD	&pictures HD	&pictures HD	&pictures HD
	Zee Bollywood	Zee Bollywood	Zee Bollywood	Zee Bollywood
	Zee Anmol Cinema	Zee Anmol Cinema	Zee Anmol Cinema	Zee Anmol Cinema
	&Xplor HD	&Xplor HD	&Xplor HD	&Xplor HD
	Zee Bangla HD	Zee Bangla HD	Zee Sarthak	Zee Sarthak
	Zee Bangla Cinema	Zee Bangla Cinema	Zee Anmol Cinema 2	Zee Anmol Cinema 2
	Zee Anmol Cinema 2	Zee Anmol Cinema 2	Zing	Zing
	Zee Biskope	Zee Biskope	Zee Zest HD	Zee Zest HD
	Zing	Zing	Big Magic	Zee Café HD
	Zee Zest HD	Zee Zest HD	Action Cinema	&flix HD
	Big Magic	Zee Café HD	Zee Classic	&prive HD
	Action Cinema	&flix HD		Big Magic
	Zee Classic	&prive HD		Action Cinema
		Big Magic		Zee Classic
		Action Cinema		
		Zee Classic		

Bouquet Name	Zee Prime Pack Tamil HD	Zee Family (A) Pack Tamil HD	Zee Family (B) Pack Tamil HD	Zee All-In-One Pack Tamil HD
Bouquet Code	ZHDB0TAML112	ZHDB1TAML112	ZHDB1TAML113	ZHDB2TAML112
MRP (Rs.)	33.00	48.00	48.00	110.00
	Zee Bollywood	Zee Bollywood	Zee TV HD	Zee TV HD
	Zee Tamil HD	Zee Tamil HD	Zee Bollywood	&TV HD
	Zing	Zing	Zee Tamil HD	Zee Anmol
	Zee Zest HD	Zee Zest HD	Zing	Zee Cinema HD
	Zee Thirai	Zee Café HD	Zee Zest HD	&pictures HD
		&flix HD	Zee Thirai	Zee Bollywood
		&prive HD		Zee Anmol Cinema
		Zee Thirai		&Xplor HD
				Zee Tamil HD
				Zing
				Zee Zest HD
				Zee Café HD
				&flix HD
				&prive HD
				Zee Thirai

Bouquet Name	Zee Prime Pack Telugu HD	Zee Family (A) Pack Telugu HD	Zee Family (B) Pack Telugu HD	Zee All-In-One Pack Telugu HD

Bouquet Code	ZHDB0TLGU112	ZHDB1TLGU112	ZHDB1TLGU113	ZHDB2TLGU112
MRP (Rs.)	44.00	51.00	51.00	115.00
	Zee Bollywood	Zee Bollywood	Zee TV HD	Zee TV HD
	Zee Telugu HD	Zee Telugu HD	Zee Bollywood	&TV HD
	Zee Cinemalu HD	Zee Cinemalu HD	Zee Telugu HD	Zee Anmol
	Zing	Zing	Zee Cinemalu HD	Zee Cinema HD
	Zee Zest HD	Zee Zest HD	Zing	&pictures HD
		Zee Café HD	Zee Zest HD	Zee Bollywood
		&flix HD		Zee Anmol Cinema
		&prive HD		&Xplor HD
				Zee Telugu HD
				Zee Cinemalu HD
				Zing
				Zee Zest HD
				Zee Café HD
				&flix HD
				&prive HD

Bouquet Name	Zee Prime Pack Kannada HD	Zee Family (A) Pack Kannada HD	Zee Family (B) Pack Kannada HD	Zee All-In-One Pack Kannada HD
Bouquet Code	ZHDB0KNDA112	ZHDB1KNDA112	ZHDB1KNDA113	ZHDB2KNDA112
MRP (Rs.)	33.00	48.00	48.00	115.00
	Zee Bollywood	Zee Bollywood	Zee TV HD	Zee TV HD
	Zee Kannada HD	Zee Kannada HD	Zee Bollywood	&TV HD
	Zing	Zing	Zee Kannada HD	Zee Anmol
	Zee Zest HD	Zee Zest HD	Zing	Zee Cinema HD
	Zee Picchar	Zee Café HD	Zee Zest HD	&pictures HD
		&flix HD	Zee Picchar	Zee Bollywood
		&prive HD		Zee Anmol Cinema
		Zee Picchar		&Xplor HD
				Zee Kannada HD
				Zing
				Zee Zest HD
				Zee Café HD
				&flix HD
				&prive HD
				Zee Picchar

Bouquet Name	Zee Prime Pack Malayalam HD	Zee Family (A) Pack Malayalam HD	Zee Family (B) Pack Malayalam HD	Zee Prime Pack English HD
Bouquet Code	ZHDB0MLYM112	ZHDB1MLYM112	ZHDB1MLYM113	ZHDB0ENGL112
MRP (Rs.)	16.00	36.00	36.00	25.00
	Zee Bollywood	Zee Bollywood	Zee TV HD	Zee Zest HD
	Zee Keralam HD	Zee Keralam HD	Zee Bollywood	Zee Café HD
	Zing	Zing	Zee Keralam HD	&flix HD
	Zee Zest HD	Zee Zest HD	Zing	&prive HD

		Zee Café HD	Zee Zest HD	
		&flix HD		
		&prive HD		

Note:

- *Applicable taxes extra

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For _____	_____ Name :_____ Designation: _____ Date: _____
For Zee Entertainment Enterprises Limited	_____ Name:_____ Designation: _____ Date:

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SCHEDULE B

CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS

I. Subscription Fee:

(i) "**ZEEL's share of MRP**" will be equal to the "MRP of A-la-carte / MRP of Bouquet of Pay ZEEL Channel(s)" per month less of "Distribution Margin".

(ii) For each month or part thereof during the Term of the Agreement, the Operator shall pay to ZEEL, **"Subscription Fee"** to be calculated as ZEEL's Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-carte Channel or Bouquet as applicable reported by the Operator for that particular month.

(iii) The MRP per Subscriber per month of ZEEL Channels availed on A-la-carte basis is set out in **Schedule A** and the MRP of Bouquet of Pay ZEEL Channels is set out in **Schedule A** to this Agreement. The MRP mentioned in Schedule A to this Agreement, as referred to above, are exclusive of all taxes and levies.

(iv) The **"Monthly Average Active Subscriber Level"** for each Channel or Bouquet shall be equal to the average of the number of Active Subscribers subscribing that A-la-carte Channel or Bouquet, as the case may be, recorded four times in a month, as provided in Table – 1 and Table – 2 of **Schedule E** respectively. The number of Subscribers shall be recorded at any point of time between 19:00 Hrs to 23:00 Hrs. on the designated days.

(v) For the purpose of calculation of the Subscription Fee payable **"Subscriber"** means, for any calendar month, each Set Top Box, which is availing the ZEEL Channel(s) and/or Bouquet of ZEEL Channels through the Operator.

II. Calculation of Subscription Fee

(a) In case Operator avails one or more or all ZEEL SD Channels on A-la-carte basis:

(i) If the Operator is providing the Channels on A-la-carte basis to its Subscribers, the Monthly Subscription Fee for such A-la-carte Channel(s) shall be equal to "ZEEL's Share of MRP" of that A-la-carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the Operator for that month for that particular ZEEL Channel(s).

Illustration:

If Operator has opted for Zee TV on A-la-carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for Zee TV, then the Subscription Fee payable by the Operator for that particular month for Zee TV will be calculated as:

MRP of ZEE TV	= Rs. 19.00
ZEEL's Share of MRP	**= Rs. 15.20**
(Less of Distribution Margin)	
Monthly Average Active Subscriber Level for Zee TV reported by Operator	= 10,000 Subscribers
Subscription Fee for Zee TV for that month	= Rs. 15.20 x 10,000 = **Rs. 1,52,000**

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

(ii) If the Operator does not offer such opted A-la-carte Channel(s) on A-la-carte basis to its Subscriber but offers the A-la-carte Channel(s) in packages of the Operator, then the Subscription Fee for each of the A-la-carte Channels availed by Operator, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-la-carte Channel has been placed multiplied by "ZEEL's share of MRP" of each Channel(s).

Illustration:

If Operator has opted for Zee TV on A-la-carte basis and has placed Zee TV in package "X" of the Operator. The monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for package X, then the Subscription Fee payable by the Operator for that particular month for Zee TV will be calculated as

MRP of ZEE TV	= Rs. 19.00
ZEEL's Share of MRP	**= Rs. 15.20**
(Less of Distribution Margin)	
Monthly Average Active Subscriber Level for Package X reported by Operator	= 10,000 Subscribers
Subscription Fee for Zee TV for that month	= Rs. 15.20 x 10,000 = **Rs. 1,52,000**

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

(b) In case the Operator avails one or more Bouquet(s) of ZEEL SD Channel(s):

(i) the Monthly Subscription Fee payable by Operator to ZEEL for such Bouquet(s) shall be equal to "ZEEL's Share of MRP" of the Bouquet multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the Operator for that particular month.

Illustration:

If the Operator has opted for Zee Family Pack Hindi SD and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for Zee Family Pack Hindi SD, then the Subscription Fee payable by the Operator for that particular month will be calculated as

MRP of Zee Family Pack Hindi SD	= Rs. 47.00
ZEEL's Share of MRP	**= Rs. 37.60**
(Less of Distribution Margin)	
Monthly Average Active Subscriber Level for Zee Family Pack Hindi SD reported by Operator	= 10,000 Subscribers
Subscription Fee for Zee Family Pack Hindi SD for that month	= Rs. 37.60 x 10,000 = **Rs. 3,76,000**

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive ofapplicable taxes and levies

(c) In case an Operator avails one or more ZEEL SD Channels on A-la-carte basis and also opts for different Bouquet(s) of Pay ZEEL SD Channel(s) not comprising of the Channels opted on A-la-carte basis:

(i) For the Channels opted on A-la-carte basis, the Monthly Subscription Fee payable by Operator to ZEEL shall be calculated on the basis of Clause II. (a)(i) above.

(ii) For Bouquet(s), the Monthly Subscription Fee payable by Operator to ZEEL shall be calculated on the basis of Clause II. (b)(i) above.

(iii) In case the Operator through any of its joint venture/Affiliate/associate network(s) in different parts of the cities/country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such joint venture/Affiliate/associate entities of the Operator to ZEEL. Further it is also agreed by Operator that any other Independent Affiliate taken over by Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.

III. Payment Terms

1. For each month during the Term of this Agreement, ZEEL shall issue an invoice for Subscription Fee on or before 10th day of the immediately succeeding month, based on the Monthly Subscription Report submitted by the Operator, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by Operator along with the due date of payment. Operator shall be liable to make payment for Subscription Fee as per the monthly invoice raised by ZEEL within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the Operator (Due Date) without any deduction except deduction of withholding tax/ TDS as provided in this Agreement. For e.g. Invoice for Subscription Fee for the month of October 2023 shall be issued by ZEEL on or before 10th November 2023 and the payment for such invoice shallbe made by the Operator on or before 25th November 2023 (Due Date). Time is the essence of this Agreement, and the Operator shall be required to make all payments due to ZEEL, by the Due Date in accordance with the terms herein.
2. Within seven (7) days of end of each month, the Operator shall provide the Subscriber Report stating the number of Subscribers along with the other reports for that month inthe format(s) set-out in **Schedule E** attached herewith, based on which ZEEL shall raise an invoice on the Operator.
3. In case the Operator fails to send the report within the said period of seven (7) days from the end of each calendar month, ZEEL shall have the right to raise a provisional invoice ("**Provisional Invoice**") for an amount increased by ten percent (10%) of the"Subscription Fee" payable by the Operator to ZEEL for the immediately preceding month, and the Operator shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.
4. The Parties will carry out reconciliation, between the Provisional Invoice raised by ZEEL and the Monthly Subscription Reports sent by the Operator, within three (3) months from the date of submission of Monthly Subscriber Report by the Operator.
5. In case of default by the Operator on account of non-submission of Reports, it shall bedeemed to be a material breach and entitle ZEEL to initiate appropriate steps for Disconnection of signals of ZEEL Channel(s) and /or termination of this Agreement for material breach of this Agreement. In such an event ZEEL shall have an option to levy an additional charge for said material breach whereby the OPERATOR shall be liable to pay to ZEEL an amount equivalent to previous three (3) months' invoice amount towards monthly fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-

submission of Report.

6. The Operator shall be required to make payments with fifteen (15) days of the receipt of invoice/Provisional Invoice (Due Date) in accordance with the terms hereof, and any failure to do so on the part of the Operator shall constitute a material breach hereunder and ZEEL be entitled to switch off the signals of ZEEL Channels to entire network of the Operator. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5% ("**Default Interest Rate**"). The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the Subscription Fee by the Due Date, and ZEEL shall retain all of its other rights and remedies under the Agreement.
7. The Operator shall make the payment of Subscription Fee irrespective of Operator's collection of the invoiced Monthly Subscription Fee from its sub- Operator/Affiliate/LCO/Subscribers in a timely manner, the Operator shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.
8. The Operator shall make payment of the Subscription Fee as per the terms of thisAgreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the Operator and/or its Affiliates, JVs, etc. from ZEEL, its Affiliated companies (including any subsidiary and or associate entities of ZEEL), Channel owners.
9. All payments of Subscription Fee hereunder are exclusive of all applicable taxes including works contract taxes, customs duties, excise duties, entertainment taxes, GST, and other such taxes. All such applicable taxes shall be at the Operator's cost and will be charged at the prevailing rates by ZEEL to the Operator.
10. If payment of the Subscription Fee is subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Operator shall provide tax withholding certificates to ZEEL within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circularsissued thereunder.
11. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, etc. arising out of the Agreement, the Operator shall continue to make the payment of Subscription Fee as per the provision of **Clause 5** read alongwith this **Schedule A** of this Agreement till such time the dispute is resolved. Appropriate adjustment in this regard shall be made by the respective Parties on final adjudication of the dispute.
12. Payment of the Subscription Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.
13. All payments from the OPERATOR to ZEEL under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of Zee Entertainment Enterprises Limited payable at its head office or any other place that may be specified by ZEEL in writing from time to time; or (ii) electronic wire transfer into ZEEL's Bank Account, accompanied by documentary evidence certified by the OPERATOR's bank that the paymenthas been transferred to ZEEL's Bank Account.

SCHEDULE C
INCENTIVE SCHEME(s) ON PAY ZEEL CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: Yes ☐ NO ☐

1. ZEEL is offering the following incentives on the MRP of Pay ZEEL Channels set out in this **Schedule C** subject to Operator fulfilling the conditions set out herein

2. **Incentives offered by ZEEL on Pay ZEEL Channels:**

   I. Channel Penetration Incentive

   II. Identified Channel Penetration Incentive

   III. Subscriber Audit Incentive

   IV. Special Incentive

3. **Incentive Eligibility Parameters for Incentive on MRP of Pay ZEEL Channels**

   a) Meeting the LCN Requirements
   b) Compliance with all applicable terms and conditions under this Agreement and the **2022 Amendment Regulations**.
   c) **Reports:** In order to be eligible for any of aforementioned Incentives offered by ZEEL, the Operator shall provide ZEEL, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in **Schedule E** to this Agreement.
   d) **Subscriber Records, Access and Audit:** ZEEL (through empaneled auditors) shall during the Audit referred to in **Clause 10** of this Agreement, be entitled to access the Records, SMS, DRM and related systems of the Operator in order to determine the correctness of various reports referred to in this **Schedule E**.
   e) It is clarified that "Channel Penetration Incentive", "Identified Channel Penetration Incentive", "Subscriber Audit Incentive" and "Special Incentive" can be availed separately upon achievement of respective Incentive Eligibility Parameters.

4. **LCN Requirements:**

4.1 **Condition Precedent for availing any of the Incentives under this Agreement:** To be entitled for Channel Penetration Incentives and/or, Identified Channel Penetration Incentives and/or Subscriber Audit Incentives and/or Special Incentive, the meeting the LCN rank as set out below, shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.

4.2 **LCN Penetration Qualifying Parameters: The Operator shall be entitled to any/all Incentives s**ubject to Operator fulfilling the LCN requirements as per LCN Slabs set out hereinbelow, and meeting the eligibility parameters, including the LCN Penetration Qualifying Parameters set out in this Schedule C.

4.3 **LCN Slabs:** LCN Slabs shall be based on the Operator maintaining the LCN rank as per the LCN Slabs on Operator's Platform, in Operator's EPG system, for the Term for any/all of the ZEEL Channels, within specified genre and language (as listed in **Table A** below). LCN rank would be measured against the Competing Channels tabulated against each of the ZEEL Channel listed below in Table A.

For the purpose of this Agreement, Competing Channel for each of ZEEL Channel shall mean the Channels of competing Broadcasters as listed against the concerned ZEEL Channel in Table A hereinbelow.

TABLE – A

Genre and Logical Channel Number (LCN) Slabs

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
1	Zee TV	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	1 to 4	5 to 6
2	&TV	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	1 to 6	7 to 8
3	Zee Anmol	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Pal, Star Bharat and similar channels	1 to 8	9 to 12
4	Big Magic	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Pal, Star Bharat and similar channels	1 to 10	11 to 14
5	Zee Cinema	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 3	4 to 5
6	&pictures	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 6	7 to 8
7	Zee Bollywood	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 8	9 to 10
8	Zee Anmol Cinema	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 10	11 to 12
9	**Action Cinema**	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 12	13 to 15

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
10	Zee Classic	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 12	13 to 16
11	Zee Anmol Cinema 2	**Movies (Hindi)**	**SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels**	1 to 18	19 to 25
12	Zing	Music (Hindi)	9XM, Mastiii, B4U Music, MIX, 9X Jalwa, Zoom, Music India, MTV and similar channels	1 to 5	6 to 8
13	Zee Zest	Infotainment (Hindi/English)	Discovery, Animal Planet, National Geographic and similar channels	1 to 2	3 to 4
14	Zee Punjabi	General Entertainment (Punjabi)	PTC Punjabi, Pitaara TV, Balle Balle, DD Punjabi and similar channels	1 to 2	3 to 4
15	Zee Biskope	Movies (Bhojpuri)	Bhojpuri Cinema, B4U Bhojpuri, Oscar Movies and similar channels	1 to 2	3 to 4
16	Zee Marathi	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	1 to 2	3 to 4
17	Zee Yuva	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	1 to 4	5 to 6
18	Zee Talkies	Movies (Marathi)	Fakt Marathi and similar channels	1 to 2	3 to 4
19	Zee Bangla	General Entertainment (Bangla)	Star Jalsha, Colors Bangla, Aath and similar channels	1 to 2	3 to 4
20	Zee Bangla Cinema	Movies (Bangla)	Jalsha Movies and similar channels	1 to 2	3 to 4
21	Zee Sarthak	General Entertainment (Odia)	Colors Oriya, Tarang TV, Star Kirano and similar channels	1 to 2	3 to 4
22	Zee Café	General Entertainment (English)	Comedy Central, Star World and similar channels	1 to 3	4 to 6

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
23	&flix	Movies (English / Hindi / Regional Languages)	Movies Now, Pix, Star Movies, MNX, Romedy Now and similar channels	1 to 4	5 to 7
24	Zee Kannada	General Entertainment (Kannada)	Colors Kannada, Star Suvarna, Udaya TV, Suvarna Plus, Udaya Comedy and similar channels	1 to 4	5 to 6
25	Zee Picchar	Movies (Kannada)	Star Suvarna Plus, Udaya Movies, Colors Kannada Cinema and similar channels	1 to 4	5 to 6
26	Zee Telugu	General Entertainment (Telugu)	ETV, Gemini TV, Maa TV, Maa Gold and similar channels	1 to 2	3 to 4
27	Zee Cinemalu	Movies (Telugu)	ETV Cinema, Gemini Movies, Maa Movies and similar channels	1 to 4	5 to 6
28	Zee Tamil	General Entertainment (Tamil)	Sun TV, Vijay, Colors Tamil and similar channels	1 to 3	4 to 5
29	Zee Thirai	Movies (Tamil)	KTV, Star Vijay Super, J Movies, Raj Digital Plus, Mega 24 and similar channels	1 to 3	4 to 5
30	Zee Keralam	General Entertainment (Malayalam)	Asianet, Asianet Plus, Surya TV, Flowers TV, Kairali TV, Mazhavil Manorama and similar channels	1 to 3	4 to 5
31	Zee TV HD	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	1 to 4	5 to 6
32	&TV HD	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	1 to 6	7 to 8
33	Zee Cinema HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 3	4 to 5
34	&pictures HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 6	7 to 8
35	&Xplor HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 7	8 to 10
36	Zee Zest HD	Infotainment (Hindi/English)	Discovery World HD, Animal Planet HD, National Geographic HD and similar channels	1 to 2	3 to 4

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
37	Zee Café HD	General Entertainment (English)	Comedy Central HD, Star World HD and similar channels	1 to 3	4 to 6
38	&flix HD	Movies (English / Hindi / Regional Languages)	Star Movies HD, Pix HD, Movies Now HD, MNX HD and similar channels	1 to 4	5 to 7
39	&prive HD	Movies (English)	Star Movies HD, Pix HD, Movies Now HD, MNX HD and similar channels	1 to 6	7 to 10
40	Zee Marathi HD	General Entertainment (Marathi)	Star Pravah HD, Colors Marathi HD and similar channels	1 to 2	3 to 4
41	Zee Talkies HD	Movies (Marathi)	Marathi Movie channels in High Definition	1 to 2	3 to 4
42	Zee Bangla HD	General Entertainment (Bangla)	Star Jalsha HD, Colors Bangla HD and similar channels	1 to 2	3 to 4
43	Zee Kannada HD	General Entertainment (Kannada)	Colors Kannada HD, Star Suvarna HD, Udaya HD and similar channels	1 to 4	5 to 6
44	Zee Picchar HD	Movies (Kannada)	Kannada Movie channels in High Definition	1 to 4	5 to 6
45	Zee Telugu HD	General Entertainment (Telugu)	ETV HD, Gemini TV HD, Star Maa HD and similar channels	1 to 2	3 to 4
46	Zee Cinemalu HD	Movies (Telugu)	Gemini Movies HD, Star Maa Movies HD and similar channels	1 to 4	5 to 6
47	Zee Tamil HD	General Entertainment (Tamil)	Sun TV HD, Star Vijay HD, Colors Tamil HD and similar channels	1 to 3	4 to 5
48	Zee Thirai HD	Movies (Tamil)	KTV HD and similar channels	1 to 2	3
49	Zee Keralam HD	General Entertainment (Malayalam)	Asianet HD, Surya HD, Mazhavil Manorama HD and similar channels	1 to 3	4 to 5

4.4 The Operator has to place all Pay ZEEL Channels that have been availed by the Operator under this Agreement in Slab 1 in order to achieve "Slab 1 Eligibility". In case, the Operator places one or more Pay ZEEL Channel(s) in Slab 2, then the Operator will qualify for "Slab 2 Eligibility".

4.5 If any one or more Pay ZEEL Channels neither placed in Slab 1 nor in Slab 2, the Operator shall not be eligible for any Incentive including Channel Penetration Incentives, Identified Channel Penetration Incentives, Subscriber Audit Incentives and Special Incentive.

4.6 For the purpose of determining the applicable LCN Slabs for each of the Pay ZEEL Channel, for the purpose of this **Schedule C** for Channels, all Local Channels and/or Platform Services of the Operator will be considered along with various broadcast Channels.

4.7 In the event a Channel has different LCN ranks across Operator's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.

4.8 In the event that the Operator, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay ZEEL Channel(s) in the defined Slabs within three (3) days from such displacement ("**Cure Period**"), then the Operator will not be eligible under the "LCN Slab Eligibility" for that particular month and the Operator will not receive any of the Incentives for any of the Pay ZEEL Channels availed by the Operator under this Agreement for that particular month.

4.9 The Operator shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

Table – B

LCN Incentive Slabs

Particular	**Percentage Incentive**	
	Slab 1 Eligibility	**Slab 2 Eligibility**
Maximum incentives for Channel Penetration	5%	3%
Maximum incentives for Identified Channel Penetration	7%	4%
Maximum incentives for Subscriber Audit under Section 15(2)	2%	2%
Maximum incentives for Special Incentive	1%	1%
Total Maximum Incentives	**15%**	**10%**

5. Channel Penetration Incentive:

5.1 Subject to the Operator complying with the eligibility parameters set out herein, the Operator shall be eligible for Channel Penetration Incentive based on percentage penetration of a subscribed Channel achieved by the Operator in its respective Target Market (as tabulated below). Channel Penetration shall be calculated as a percentage of the said Channel's "Total Active Subscriber base of the Operator" as mentioned in **Table C, Table D** and **Table E** herein below.

5.2 For sake of clarity, percentage penetration of respective Channel will be calculated by dividing "Active Subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the Operator".

5.3 In case of the said ZEEL Channel(s) has a Standard-Definition variant and corresponding High-Definition variant then, for the Standard-Definition Channel, "Active Subscriber base of the Channel" mean Total Active Subscribers of the Standard-Definition variant of the Channel and the "Total Active Subscriber base of the Operator" shall mean total active Subscribers of the Operator who have subscribed to only Standard-Definition Channel(s). and in case the said ZEEL Channel(s) is a High-Definition Channel, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to at least one High-Definition Channel.

5.4 In case of the said ZEEL Channel(s) has only a Standard-Definition variant then, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to Standard-Definition Channel(s) as well as High-Definition Channel(s).

5.5 In case of the said ZEEL Channel(s) has only a High-Definition variant then, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to one or more High-Definition Channel(s).

5.6 In case of Zee Thirai and Zee Picchar, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to Standard-Definition Channel(s) as well as High-Definition Channel(s).

5.7 Once the Channel Penetration is calculated, the Channel Penetration Incentive shall be paid basis the Penetration Achievement of a ZEEL Channel as against the prescribed Penetration Threshold for that Channel in the Target Market tabulated below by the Operator and the applicable Slab eligibility under the Channel Penetration Incentive Slabs set out below.

Table – C

Channel Penetration Incentive Slabs

Penetration Achievement	% Incentive (Slab 1 Eligibility)	% Incentive (Slab 2 Eligibility)
As per channel wise penetration requirement as mentioned in Table D below	5.0%	3.0%
5 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	3.0%	1.5%
10 p.p. less than penetration requirement (2 p.p. for "Low Penetration Requirement Channels")	1.5%	0.5%

P.p. means absolute percentage point.

"Low Penetration Requirement Channels" include Channels for which penetration requirement is less than 40%.

Table – D (1)

Target Market wise Penetration Thresholds for "Standard Definition" Pay ZEEL Channels which are part of Hindi Family Packs, All-in-One Packs and English Prime Packs

Channel	Gujarat	Madhya Pradesh	Chhattisgarh	Rajasthan	Uttar Pradesh	Uttarakhand	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Punjab / Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Zee TV	85%	85%	85%	85%	85%	85%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
&TV	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Anmol	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&pictures	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Bollywood	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Anmol Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Big Magic	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Action Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Classic	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zing	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Punjabi	80%	80%	80%	80%	80%	80%				70%	70%	90%	90%	90%	90%	90%	80%	80%
Zee Anmol Cinema 2	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Biskope	80%	80%	80%	80%	80%	80%		55%		70%	70%	80%	80%	80%	80%	80%	90%	90%
Zee Café	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%

Table D(2)

Target Market wise Penetration Thresholds for "Standard Definition" Pay ZEEL Channels which are part of Regional Prime Packs and Regional Family Packs

Channel	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Bihar	Jharkhand	Karnataka	Andhra Pradesh	Telangana	Tamil Nadu / Pondicherry	Kerala
Zee Bollywood	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zing	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Café	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
Zee Marathi	90%											
Zee Talkies	90%											
Zee Yuva	90%											
Zee Bangla		90%		70%	70%	25%	40%					
Zee Bangla Cinema		90%		70%	70%	25%	40%					
Zee Sarthak			90%									
Zee Kannada								90%				
Zee Picchar								90%				
Zee Telugu									90%	90%		
Zee Cinemalu									90%	90%		
Zee Tamil											90%	
Zee Thirai											90%	
Zee Keralam												90%

Table D(3)

Target Market wise Penetration Thresholds for "High Definition" Pay ZEEL Channels which are part of Hindi Family Packs, All-in-One Packs and English Prime Packs

Channel	Gujarat	Madhya Pradesh	Chhattisgarh	Rajasthan	Uttar Pradesh	Uttarakhand	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Punjab / Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Zee TV HD	85%	85%	85%	85%	85%	85%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
&TV HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cinema HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&pictures HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&xplor HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cafe HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&prive HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%

Table D(4)

Target Market wise Penetration Thresholds for "High Definition" Pay ZEEL Channels which are part of Regional Prime Packs and Regional Family Packs

Channel	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Bihar	Jharkhand	Karnataka	Andhra Pradesh	Telangana	Tamil Nadu / Pondicherry	Kerala
Zee Zest HD	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Marathi HD	90%											
Zee Talkies HD	90%											
Zee Bangla HD		90%		70%	70%	25%	40%					
Zee Kannada HD								90%				
Zee Telugu HD									90%	90%		
Zee Cinemalu HD									90%	90%		

Zee Tamil HD											90%	
Zee Keralam HD												90%

NOTE:

- "Rest of NESA" market includes Arunachal Pradesh, Nagaland, Manipur, Mizoram, Meghalaya, Tripura. Penetration Threshold requirement for Dadra & Nagar Haveli and Daman & Diu will be as per Gujarat. Penetration Threshold for Sikkim will be as per West Bengal, Penetration Threshold for Lakshadweep will be as per Kerala. Penetration Threshold for Andaman & Nicobar Islands will be as per Hindi Speaking states like Madhya Pradesh or Gujarat or Rajasthan.

- For other ZEEL Channel(s) for which the required Penetration Threshold is not mentioned in Table D(1), Table D(2), Table D(3) and Table D(4) above, the Operator shall be eligible for maximum Channel Penetration Incentive as per LCN "Slab Eligibility" in Table C above.

- For clarification, in Gujarat, if the Penetration Achievement of Zee TV reaches 40% in A-la-carte and 45% as part of a Bouquet, then the Operator would be eligible to get the above-mentioned Penetration Incentive, as the Penetration Achievement of Zee TV would be equal to Penetration Threshold i.e. 85%. In such case, the Penetration Incentive will be calculated in proportion to the Channel's revenue on A-la-carte basis as well as in a Bouquet, i.e. on the Maximum Retail Price and the 'effective price' of the Channel, respectively.

6. <u>Identified Channel Penetration Incentive</u>:

6.1 Subject to the Operator complying with the eligibility parameters set out in this Schedule, the Operator shall be eligible for Identified Channel Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table E(2) below.

6.2 If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table E(2), then the Operator will be eligible for Identified Channel Penetration Incentive on all ZEEL Channels in that Target Market as set out in Table E(1) depending on the "Identified Channel Penetration Criteria" and "Slab Eligibility" as per Clause 4 of this Schedule C above.

6.3 If any one or more of Identified Channel(s) does not achieve required penetration in respective Target Market as per Criteria A but achieves penetration as per Criteria B, then Identified Channel Penetration Incentive will be calculated as per Criteria B as mentioned in Table E(1) below for all ZEEL Channels.

6.4 Further, if any one or more of Identified Channel(s) achieves penetration in respective Target Market neither as per Criteria A nor as per Criteria B, then the Operator shall not be eligible for any Identified Channel Penetration Incentive in that Target Market for all ZEEL Channels.

6.5 For sake of clarity, percentage penetration of respective Identified Channel will be calculated as set out in Clause 5 of this Schedule C above.

6.6 Once each of the Identified Channel's Penetration is calculated, and corresponding "Identified Channel Penetration Criteria" is achieved, then the Identified Channel Penetration Incentive shall be calculated basis the applicable LCN Slab eligibility under the Identified Channel Penetration Incentive Slabs set out below.

6.7 In case the Operator fails to achieve required penetration threshold for even a single Identified Channel as set out in Table E(2) below, the Operator shall not be eligible for any "Identified Channel Penetration Incentive".

6.8 It is further clarified that in the event the Operator is unable to achieve the Penetration for even a single Identified Channel as per the Penetration Threshold in Table E(2) and the Slab Eligibility under the Penetration slab, the Operator shall still be eligible for the Channel Penetration Incentive in which case, the

penetration percentage shall be computed for that particular Channel in the manner set out in Channel Penetration Incentive in Table C above.

6.9 For Example, in the state of Gujarat, Zee TV, &TV, Zee Cinema and &pictures are the "Identified Channels". If each of these four Channels achieve penetration of seventy-five (75%) or more in Gujarat, the Operator will be eligible for "Identified Channel Penetration Criteria A". In this example, let us assume that Operator has placed all ZEEL Channels as per LCN Slab 1 so that the Operator has achieved "Slab 1 Eligibility". As the Operator has achieved "Identified Channel Penetration Criteria A" and "Slab 1 Eligibility", then as per Table E (1), the Operator will be eligible for seven percent (7%) Identified Channel Penetration Incentive for Gujarat. Identified Channel Penetration shall be calculated as a percentage penetration of each Identified Channel over "Total Active Subscriber base of the Operator".

Table E (1)

Identified Channel Penetration Incentive

Identified Channel Penetration Incentive	**Slab 1 Eligibility**	**Slab 2 Eligibility**
Identified Channel Penetration Criteria A	7.0%	4.0%
Identified Channel Penetration Criteria B	3.5%	2.0%

Table E (2)

Target Market wise Penetration Thresholds for Identified Channels

Market	**Standard Definition Identified Channels**		**High Definition Identified Channels**	
	Each of Identified Channels Penetration Criteria A	**Each of Identified Channels Penetration Criteria B**	**Each of Identified Channels Penetration Criteria A**	**Each of Identified Channels Penetration Criteria B**
Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chhattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar Islands	75%	65%	40%	30%
Maharashtra, Goa	75%	65%	40%	30%
West Bengal, Tripura, Sikkim	50%	40%	25%	15%

Market	Standard Definition Identified Channels		High Definition Identified Channels	
	Each of Identified Channels Penetration Criteria A	Each of Identified Channels Penetration Criteria B	Each of Identified Channels Penetration Criteria A	Each of Identified Channels Penetration Criteria B
Odisha	60%	50%	25%	15%
Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram &Nagaland.	65%	55%	40%	30%
Karnataka, Andhra Pradesh, Telangana, Tamil Nadu, Pondicherry, Kerala, Lakshadweep	75%	65%	40%	30%

Table E (3)

Target Market wise List of Identified Channels

for ascertaining Total Identified Channel Penetration achievement

Market	List of Identified Channels in SD	List of Identified Channels in HD*
Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chhattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Sikkim, Jharkhand, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Andaman & Nicobar Islands	Zee TV, &TV, Zee Cinema, &pictures	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD
Maharashtra, Goa	Zee TV, &TV, Zee Cinema, &pictures, Zee Marathi, Zee Talkies	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Marathi HD, Zee Talkies HD
West Bengal, Tripura	Zee TV, &TV, Zee Cinema, &pictures, Zee Bangla, Zee Bangla Cinema	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bangla HD, Zee Bangla Cinema

Market	List of Identified Channels in SD	List of Identified Channels in HD*
Odisha	Zee TV, &TV, Zee Cinema, &pictures, Zee Sarthak	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Sarthak
Karnataka	Zee Kannada, Zee Picchar	Zee Kannada HD, Zee Picchar
AP, Telangana	Zee Telugu, Zee Cinemalu	Zee Telugu HD, Zee Cinemalu HD
Tamil Nadu, Pondicherry	Zee Tamil, Zee Thirai	Zee Tamil HD, Zee Thirai
Kerala, Lakshadweep	Zee Keralam, Zee Bollywood, Zee Zest	Zee Keralam HD, Zee Bollywood, Zee Zest HD

7. <u>Subscriber Audit Incentive</u>:

7.1 Subject to the Operator complying with the eligibility parameters set out herein, the Operator shall be eligible for Subscriber Audit Incentives if the Operator enables and ensures that the Broadcaster caused Audit as per Regulation 15(2) of the Interconnection Regulations is successfully completed as per "Audit Date" defined below as per **Table F** below:

Table F

<u>Subscriber Audit Incentive under Section 15(2) Slab</u>

Audit Date in terms of Section 15(2)	Percentage Incentive	Audit Incentive Slab
Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	2.0%	Audit Incentive Slab "A"
Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.0%	Audit Incentive Slab "B"

7.2 All timelines are as per calendar year. The actual Audit commencement date shall be considered as "Audit Date" if Total Active Subscriber base is less than five (5) lakhs. If Total Active Subscriber base is greater than

five (5) lakhs, then the date of Audit report submission of the Audit caused under Regulation 15(2) of the Interconnection Regulations shall be considered as "Audit Date".

7.3 For the purpose of eligibility of the Subscriber Audit Incentive, it shall be mandatory that the Audit under Regulation 15(2) of the Interconnection Regulations is successfully completed i.e. where Audit report is published by the auditor and shared with the ZEEL by the Audit Date, is eligible for incentives.

7.4 Audit shall be conducted in accordance with the applicable TRAI Regulations, as may be amended from time to time and as per the scope of Audit set out in this Agreement by TRAI Empanelled Auditor. It is further clarified that the said Audit will be conducted independent of the incentive structure and the same shall have no bearing and/or impact and/or influence on the Audit process and Audit period.

7.5 If "Audit Date" of previous "Successfully completed Audit" is within twelve (12) months from the "Audit Date" in the NTO 3.0, then Audit Incentive Slab "A" shall be applicable irrespective of the "Audit Date".

8. <u>Special Incentive</u>:

8.1 Subject to the Operator meeting eligibility parameters for availing any Incentive as set out herein, the Operator shall be eligible for Special Incentive based on data shared with ZEEL with respect to Subscriber base of the Operator as detailed herein. The Operator shall be eligible for a Special Incentive of **1% (One Percent)** if the Operator provides information as mentioned below in the format set out in **Table No's 4 to 8** of **Schedule E** to this Agreement.

8.2 Special Incentive for any month will be applicable if the following information (by state / district / city) is provided to ZEEL for that particular month:

a) Total de-active Subscriber base of the Operator (Split by SD & HD)

b) Total Active Subscriber base of the Operator subscribing to any FTA and Pay Channel(s) (Split by SD & HD)

c) Total Active Subscriber base of the Operator subscribing to only FTA Channels.

d) Total Active Subscriber base subscribing to any of ZEEL Channels (Split by SD & HD)

e) Total Active Subscriber base of the Operator split by Operator packages.

9. ZEEL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, ZEEL at sole discretion amend the Incentive Scheme in the event, during the Term, (i) ZEEL launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Schedule and/ or the Agreement includes any additional Channels (whether by way of a new launch, acquisition of any existing Channel or otherwise), distributed by ZEEL and/ or its current or future subsidiaries, and in such an event ZEEL shall have the right to withdraw and/ or modify this Schedule and/ or the Incentives set out herein in its sole discretion.

10. <u>Illustration for Incentive for Channels selected on A-la-carte and Bouquet basis:</u>

This illustration pertains to an Operator which has Total Active Subscriber Base of 1,00,000 Subscribers spread across 3 states of Maharashtra/Goa, Gujarat and Karnataka. For the sake of illustration, it is assumed that the OPERATOR has selected few ZEEL Bouquets and few ZEEL Channels on A-la-carte basis and has reported Subscribers base and LCN ranks as mentioned Table 1, Table 2 and Table 3 below. The Total Subscriber base for each of the Subscribed Channel in the state is calculated basis summation of Subscribers of the respective Channel from all ZEEL Bouquets and from A-la-carte basis for the said Channel.

Below is the summary of various scenarios under which the Operator is eligible to get respective incentives.

Incentive Type	Grades	All Zee Channel in LCN Slab 1	Any 1 Zee Channel in LCN Slab 2
Channel Penetration	Required Penetration (e.g. Zee TV >= 85%)	**5.00%**	**3.00%**
	5 p.p. less Penetration (e.g. Zee TV >= 80% and <85%)	3.00%	1.50%
	10 p.p. less Penetration (e.g. Zee TV >= 75% and <80%)	1.50%	0.50%
Identified Channel Penetration	Required Penetration (e.g. 75%)	**7.00%**	**4.00%**
	10 p.p. less Penetration (e.g. 65%)	3.50%	2.00%
Subscriber Audit **Under section 15(2)**	Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	**2.00%**	**2.00%**
	Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.00%	1.00%
Special Incentive	Data provided as per requirement	**1.00%**	**1.00%**
Total Maximum Incentive		**15.00%**	**10.00%**

For the sake of illustration, we are assuming that the Operator has submitted reports as per formats as mentioned in Schedule E. Below is the snapshot of various reports submitted by Operator.

1. State-wise Total Active Subscriber Base of the Operator
2. State-wise Monthly Subscription for Bouquet of Pay ZEEL Channel and/or A-la-carte Channel
3. LCN Report for Pay ZEEL Channel

Table 1

State-wise Total Active Subscriber Base of Operator

S. N.	State	Type of Subscriber (SD / HD)	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber of the OPERATOR in State
A	B	C	D	E	F	G	H = (D+E+F+G)/4
1	Mah/Goa	SD	28,500	29,250	30,750	31,500	30,000
2	Gujarat	SD	48,200	49,100	50,900	51,800	50,000
3	Karnataka	SD	19,000	19,500	20,500	21,000	20,000

Table 2

State-wise Monthly Subscription for Bouquet of Pay ZEEL Channel and/or A-la-carte Channel

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
A	B	C	D	E	F	G	H	I	J = (F+G+H+I)/4
1	Zee Family Pack Hindi SD	Mah/ Goa	ZSDB1HNDI112	****	630	582	612	576	600
2	Zee All-in-One Pack Hindi SD	Mah/ Goa	ZSDB2HNDI112	****	315	291	306	288	300
3	Zee Family Pack Marathi SD	Mah/ Goa	ZSDB1MRTH112	****	25,200	23,280	24,480	23,040	24,000

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
4	Zee All-in-One Pack Marathi SD	Mah/ Goa	ZSDB2MRTH112	****	3,150	2,910	3,060	2,880	3,000
5	Zee Prime Pack Kannada SD	Mah/ Goa	ZSDB0KNDA112	****	630	582	612	576	600
6	Zee TV	Mah/ Goa	ZSD-ZEETV12	****	315	291	306	288	300
7	Zee Zest	Mah/ Goa	ZSD-ZZEST12	****	315	291	306	288	300
8	&flix	Mah/ Goa	ZSD-&FLIX12	****	630	582	612	576	600
9	Zee Cinema	Mah/ Goa	ZSD-ZCNMA12	****	1,890	1,746	1,836	1,728	1,800
10	Zee Marathi	Mah/ Goa	ZSD-ZMRTH12	****	1,575	1,455	1,530	1,440	1,500
11	Zee Kannada	Mah/ Goa	ZSD-ZKAND12	****	1,260	1,164	1,224	1,152	1,200
12	Zee Family Pack Hindi SD	Gujarat	ZSDB1HNDI112	****	36,750	33,950	35,700	33,600	35,000
13	Zee All-in-One Pack Hindi SD	Gujarat	ZSDB2HNDI112	****	5,250	4,850	5,100	4,800	5,000
14	Zee Family Pack Marathi SD	Gujarat	ZSDB1MRTH112	****	1,050	970	1,020	960	1,000
15	Zee All-in-One Pack Marathi SD	Gujarat	ZSDB2MRTH112	****	525	485	510	480	500
16	Zee Prime Pack Kannada SD	Gujarat	ZSDB0KNDA112	****	525	485	510	480	500
1	Zee TV	Gujar	ZSD-	****					

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
7		at	ZEETV12		2,625	2,425	2,550	2,400	2,500
18	Zee Zest	Gujarat	ZSD-ZZEST12	****	3,150	2,910	3,060	2,880	3,000
19	&flix	Gujarat	ZSD-&FLIX12	****	1,050	970	1,020	960	1,000
20	Zee Cinema	Gujarat	ZSD-ZCNMA12	****	1,575	1,455	1,530	1,440	1,500
21	Zee Marathi	Gujarat	ZSD-ZMRTH12	****	1,575	1,455	1,530	1,440	1,500
22	Zee Kannada	Gujarat	ZSD-ZKAND12	****	3,150	2,910	3,060	2,880	3,000
23	Zee Family Pack Hindi SD	Karnataka	ZSDB1HNDI112	****	-	-	-	-	-
24	Zee All-in-One Pack Hindi SD	Karnataka	ZSDB2HNDI112	****	-	-	-	-	-
25	Zee Family Pack Marathi SD	Karnataka	ZSDB1MRTH112	****	-	-	-	-	-
26	Zee All-in-One Pack Marathi SD	Karnataka	ZSDB2MRTH112	****	2,100	1,940	2,040	1,920	2,000
27	Zee Prime Pack Kannada SD	Karnataka	ZSDB0KNDA112	****	18,900	17,460	18,360	17,280	18,000
28	Zee TV	Karnataka	ZSD-ZEETV12	****	420	388	408	384	400
29	Zee Zest	Karnataka	ZSD-ZZEST12	****	-	-	-	-	-
30	&flix	Karnataka	ZSD-&FLIX12	****	-	-	-	-	-

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
31	Zee Cinema	Karnataka	ZSD-ZCNMA12	****	1,260	1,164	1,224	1,152	1,200
32	Zee Marathi	Karnataka	ZSD-ZMRTH12	****	420	388	408	384	400
33	Zee Kannada	Karnataka	ZSD-ZKAND12	****	1,260	1,164	1,224	1,152	1,200

Table 3

LCN Report for Pay ZEEL Channels

Sr. No.	Name of Channel	Zee A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank
1	Zee TV	ZSD-ZEETV12	General Entertainment	Hindi	***	3
2	&TV	ZSD-ANDTV12	General Entertainment	Hindi	***	5
3	Zee Anmol	ZSD-ZANML12	General Entertainment	Hindi	***	10
4	Zee Cinema	ZSD-ZCNMA12	Movies	Hindi	***	2
5	&pictures	ZSD-ANDPC12	Movies	Hindi	***	6
6	Zee Bollywood	ZSD-ZBOLL12	Movies	Hindi	***	7
7	Zee Anmol Cinema	ZSD-ZANCM12	Movies	Hindi	***	11
8	Big Magic	ZSD-	General	Hindi	***	8

Sr. No.	Name of Channel	Zee A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank
		ZMGIC12	Entertainment			
9	Zee Classic	ZSD-ZCLAS12	Movies	Hindi	***	10
10	Action Cinema	ZSD-ZACTN12	Movies	Hindi	***	12
11	Zee Zest	ZSD-ZZEST12	Infotainment	Hindi / English	***	2
12	Zing	ZSD-ZZING12	Music	Hindi	***	4
13	Zee Punjabi	ZSD-PUNBB12	General Entertainment	Punjabi	***	2
14	Zee Anmol Cinema 2	ZSD-ZGNGA12	Movies	Hindi	***	1
15	Zee Biskope	ZSD-GNGAB12	Movies	Bhojpuri	***	2
16	Zee Café	ZSD-ZCAFE12	General Entertainment	English	***	3
17	&flix	ZSD-&FLIX12	Movies	English / Hindi / Regional Languages	***	4
18	Zee Marathi	ZSD-ZMRTH12	General Entertainment	Marathi	***	1
19	Zee Talkies	ZSD-ZTALK12	Movies	Marathi	***	1
20	Zee Yuva	ZSD-ZYUVA12	General Entertainment	Marathi	***	4
21	Zee Kannada	ZSD-ZKAND12	General Entertainment	Kannada	***	1
22	Zee Picchar	ZSD-PCHAR12	Movies	Kannada	***	4

Detailed Incentive Conditions Calculation:

LCN Slab Achievement for subscribed Pay ZEEL Channels as per LCN Report submitted by OPERATOR as per Table 3 above	Slab 1

Basis the LCN Slab achievement, the Operator will be eligible for rest of the Incentives as per table below:

Particular	Percentage Incentive		
	All Pay Zee Group Channels placed as per Slab 1	**Any one or more Pay Zee Group Channels placed as per Slab 2**	**Any one or more Pay Zee Group Channels placed beyond Slab 2**
Maximum percentage Incentives for Channel Penetration	5%	3%	0%
Maximum percentage Incentives for Bouquet Penetration	7%	4%	0%
Maximum percentage Incentives for Subscriber Audit under Section 15(2)	2%	2%	0%
Maximum percentage Incentives for Special Incentive	1%	1%	0%
Total Maximum Percentage Incentives	**15%**	**10%**	**0%**
LCN Slab Achievement	**Yes**	**-**	**-**

Table 4

Calculation of Channel wise penetration through A-la-carte and Bouquets

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
A	B	C	D	E	F	G	H	I	J = D+E+F+G+H+I	K	L = J / K
1	Zee TV	Mah/									94%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
		Goa	300	600	300	24,000	3,000	-	28,200	30,000	
2	&TV	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
3	Zee Anmol	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
4	Zee Cinema	Mah/ Goa	1,800	600	300	24,000	3,000	-	29,700	30,000	99%
5	&pictures	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
6	Zee Bollywood	Mah/ Goa	-	600	300	24,000	3,000	600	28,500	30,000	95%
7	Zee Anmol Cinema	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
8	Big Magic	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
9	Action Cinema	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
10	Zee Classic	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
11	Zee Zest	Mah/ Goa	300	600	300	24,000	3,000	600	28,800	30,000	96%
12	Zing	Mah/ Goa	-	600	300	24,000	3,000	600	28,500	30,000	95%
13	Zee Punjabi	Mah/ Goa	-	600	300	-	-	-	900	30,000	3%
14	Zee Anmol Cinema 2	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
15	Zee Biskope	Mah/ Goa	-	600	300	-	-	-	900	30,000	3%
16	Zee Café	Mah/ Goa	-	-	300	-	3,000	-	3,300	30,000	11%
1	&flix	Mah/									13%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
7		Goa	600	-	300	-	3,000	-	3,900	30,000	
18	Zee Marathi	Mah/ Goa	1,500	-	-	24,000	3,000	-	28,500	30,000	95%
19	Zee Talkies	Mah/ Goa	-	-	-	24,000	3,000	-	27,000	30,000	90%
20	Zee Yuva	Mah/ Goa	-	-	-	24,000	3,000	-	27,000	30,000	90%
21	Zee Kannada	Mah/ Goa	1,200	-	-	-	-	600	1,800	30,000	6%
22	Zee Picchar	Mah/ Goa	-	-	-	-	-	600	600	30,000	2%
23	Zee TV	Gujarat	2,500	35,000	5,000	1,000	500	-	44,000	50,000	88%
24	&TV	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
25	Zee Anmol	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
26	Zee Cinema	Gujarat	1,500	35,000	5,000	1,000	500	-	43,000	50,000	86%
27	&pictures	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
28	Zee Bollywood	Gujarat	-	35,000	5,000	1,000	500	500	42,000	50,000	84%
29	Zee Anmol Cinema	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
30	Big Magic	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
31	Action Cinema	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
32	Zee Classic	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
33	Zee Zest	Gujarat	3,000	35,000	5,000	1,000	500	500	45,000	50,000	90%
34	Zing	Gujarat	-	35,000	5,000	1,000	500	500	42,000	50,000	84%
35	Zee Punjabi	Gujarat	-	35,000	5,000	-	-	-	40,000	50,000	80%
36	Zee Anmol Cinema 2	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
37	Zee Biskope	Gujarat	-	35,000	5,000	-	-	-	40,000	50,000	80%
38	Zee Café	Gujarat	-	-	5,000	-	500	-	5,500	50,000	11%
39	&flix	Gujarat	1,000	-	5,000	-	500	-	6,500	50,000	13%
40	Zee Marathi	Gujarat	1,500	-	-	1,000	500	-	3,000	50,000	6%
41	Zee Talkies	Gujarat	-	-	-	1,000	500	-	1,500	50,000	3%
42	Zee Yuva	Gujarat	-	-	-	1,000	500	-	1,500	50,000	3%
43	Zee Kannada	Gujarat	3,000	-	-	-	-	500	3,500	50,000	7%
44	Zee Picchar	Gujarat	-	-	-	-	-	500	500	50,000	1%
45	Zee TV	Karnataka	400	-	-	-	2,000	-	2,400	20,000	12%
46	&TV	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
47	Zee Anmol	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
48	Zee Cinema	Karnataka	1,200	-	-	-	2,000	-	3,200	20,000	16%
49	&pictures	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
50	Zee Bollywood	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
5	Zee Anmol	Karnat									10%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
1	Cinema	aka	-	-	-	-	2,000	-	2,000	20,000	
52	Big Magic	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
53	Action Cinema	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
54	Zee Classic	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
55	Zee Zest	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
56	Zing	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
57	Zee Punjabi	Karnataka	-	-	-	-	-	-	-	20,000	0%
58	Zee Anmol Cinema 2	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
59	Zee Biskope	Karnataka	-	-	-	-	-	-	-	20,000	0%
60	Zee Café	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
61	&flix	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
62	Zee Marathi	Karnataka	400	-	-	-	2,000	-	2,400	20,000	12%
63	Zee Talkies	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
64	Zee Yuva	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
65	Zee Kannada	Karnataka	1,200	-	-	-	-	18,000	19,200	20,000	96%
66	Zee Picchar	Karnataka	-	-	-	-	-	18,000	18,000	20,000	90%

Table 5

Calculation of Channel Penetration Incentive

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Schedule C	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
A	B	C	D	E	F
1	Zee TV	Mah/Goa	80.0%	94%	5.0%
2	&TV	Mah/Goa	80.0%	93%	5.0%
3	Zee Anmol	Mah/Goa	80.0%	93%	5.0%
4	Zee Cinema	Mah/Goa	80.0%	99%	5.0%
5	&pictures	Mah/Goa	80.0%	93%	5.0%
6	Zee Bollywood	Mah/Goa	80.0%	95%	5.0%
7	Zee Anmol Cinema	Mah/Goa	80.0%	93%	5.0%
8	Big Magic	Mah/Goa	80.0%	93%	5.0%
9	Action Cinema	Mah/Goa	80.0%	93%	5.0%
10	Zee Classic	Mah/Goa	80.0%	93%	5.0%
11	Zee Zest	Mah/Goa	80.0%	96%	5.0%
12	Zing	Mah/Goa	80.0%	95%	5.0%
13	Zee Punjabi	Mah/Goa	0.0%	3%	5.0%
14	Zee Anmol Cinema 2	Mah/Goa	80.0%	93%	5.0%
15	Zee Biskope	Mah/Goa	0.0%	3%	5.0%
16	Zee Café	Mah/Goa	10.0%	11%	5.0%
17	&flix	Mah/Goa	10.0%	13%	5.0%
18	Zee Marathi	Mah/Goa	90.0%	95%	5.0%
19	Zee Talkies	Mah/Goa	90.0%	90%	5.0%
20	Zee Yuva	Mah/Goa	90.0%	90%	5.0%
21	Zee Kannada	Mah/Goa	0.0%	6%	5.0%
22	Zee Picchar	Mah/Goa	0.0%	2%	5.0%

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Schedule C	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
23	Zee TV	Gujarat	85.0%	88%	5.0%
24	&TV	Gujarat	80.0%	83%	5.0%
25	Zee Anmol	Gujarat	80.0%	83%	5.0%
26	Zee Cinema	Gujarat	80.0%	86%	5.0%
27	&pictures	Gujarat	80.0%	83%	5.0%
28	Zee Bollywood	Gujarat	80.0%	84%	5.0%
29	Zee Anmol Cinema	Gujarat	80.0%	83%	5.0%
30	Big Magic	Gujarat	80.0%	83%	5.0%
31	Action Cinema	Gujarat	80.0%	83%	5.0%
32	Zee Classic	Gujarat	80.0%	83%	5.0%
33	Zee Zest	Gujarat	80.0%	90%	5.0%
34	Zing	Gujarat	80.0%	84%	5.0%
35	Zee Punjabi	Gujarat	80.0%	80%	5.0%
36	Zee Anmol Cinema 2	Gujarat	80.0%	83%	5.0%
37	Zee Biskope	Gujarat	80.0%	80%	5.0%
38	Zee Café	Gujarat	10.0%	11%	5.0%
39	&flix	Gujarat	10.0%	13%	5.0%
40	Zee Marathi	Gujarat	0.0%	6%	5.0%
41	Zee Talkies	Gujarat	0.0%	3%	5.0%
42	Zee Yuva	Gujarat	0.0%	3%	5.0%
43	Zee Kannada	Gujarat	0.0%	7%	5.0%
44	Zee Picchar	Gujarat	0.0%	1%	5.0%
45	Zee TV	Karnataka	0.0%	12%	5.0%

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Schedule C	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
46	&TV	Karnataka	0.0%	10%	5.0%
47	Zee Anmol	Karnataka	0.0%	10%	5.0%
48	Zee Cinema	Karnataka	0.0%	16%	5.0%
49	&pictures	Karnataka	0.0%	10%	5.0%
50	Zee Bollywood	Karnataka	80.0%	100%	5.0%
51	Zee Anmol Cinema	Karnataka	0.0%	10%	5.0%
52	Big Magic	Karnataka	0.0%	10%	5.0%
53	Action Cinema	Karnataka	0.0%	10%	5.0%
54	Zee Classic	Karnataka	0.0%	10%	5.0%
55	Zee Zest	Karnataka	80.0%	100%	5.0%
56	Zing	Karnataka	80.0%	100%	5.0%
57	Zee Punjabi	Karnataka	0.0%	0%	5.0%
58	Zee Anmol Cinema 2	Karnataka	0.0%	10%	5.0%
59	Zee Biskope	Karnataka	0.0%	0%	5.0%
60	Zee Café	Karnataka	10.0%	10%	5.0%
61	&flix	Karnataka	10.0%	10%	5.0%
62	Zee Marathi	Karnataka	0.0%	12%	5.0%
63	Zee Talkies	Karnataka	0.0%	10%	5.0%
64	Zee Yuva	Karnataka	0.0%	10%	5.0%
65	Zee Kannada	Karnataka	90.0%	96%	5.0%
66	Zee Picchar	Karnataka	90.0%	90%	5.0%

Table 6

Calculation of Identified Channel Penetration Incentive

Sr. No.	Market	Identified Channel	Penetration Achievement	Identified Channel Penetration Criteria Achievement	Identified Channel Penetration Incentive Achievement
A	B	C	D	E	F
1	Mah/Goa	Zee TV	94.00%	Identified Channels Penetration Criteria A	7.00%
		&TV	93.00%		
		Zee Cinema	99.00%		
		&pictures	93.00%		
		Zee Marathi	95.00%		
		Zee Talkies	90.00%		
2	Gujarat	Zee TV	88.00%	Identified Channels Penetration Criteria A	7.00%
		&TV	83.00%		
		Zee Cinema	86.00%		
		&pictures	83.00%		
3	Karnataka	Zee Kannada	96.00%	Identified Channels Penetration Criteria A	7.00%
		Zee Picchar	90.00%		

Table 7

Subscriber Audit Incentive and Special Incentive

Sr. No.	Incentive Type	Criteria for meeting condition	Achievement	Applicable Incentive
1	Subscriber Audit	Subscriber Audit done under Section 15(2)	H1	2%
2	Special Incentive	Data provided by Operator as per requirement?	Yes	1%

Basis the information submitted in above reports and penetration achievement, the Operator will be eligible for below Incentive percentage.

Incentive Type	Achieved Incentive% in Mah/Goa	Achieved Incentive% in Gujarat	Achieved Incentive% in Karnataka
Achieved percentage incentives for Channel Penetration	5%	5%	5%
Achieved percentage incentives for Identified Channel Penetration	7%	7%	7%
Achieved percentage incentives for Subscriber Audit under Section 15(2)	2%	2%	2%
Achieved percentage incentives for Special Incentive	1%	1%	1%
Total Percentage Incentives Achieved	**15%**	**15%**	**15%**

Table 8

Calculation of Incentive Amount

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
A	B	C	D	E	F = D / E	G	H	I = F * H * 80%	J = I / 80% * E
1	A-la-carte	Zee TV	Mah/ Goa	15.0%	300	19.00	19.00	4,560	855
2	A-la-carte	&TV	Mah/ Goa	15.0%	-	6.00	6.00	-	-
3	A-la-carte	Zee Anmol	Mah/ Goa	15.0%	-	0.10	0.10	-	-
4	A-la-carte	Zee Cinema	Mah/ Goa	15.0%	1,800	19.00	19.00	27,360	5,130
5	A-la-carte	&pictures	Mah/ Goa	15.0%	-	10.00	10.00	-	-
6	A-la-carte	Zee Bollywood	Mah/ Goa	15.0%	-	3.00	3.00	-	-
7	A-la-carte	Zee Anmol Cinema	Mah/ Goa	15.0%	-	0.10	0.10	-	-
8	A-la-carte	Big Magic	Mah/	15.0%					

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
			Goa		-	0.10	0.10	-	-
9	A-la-carte	Action Cinema	Mah/ Goa	15.0%	-	0.10	0.10	-	-
10	A-la-carte	Zee Classic	Mah/ Goa	15.0%	-	0.10	0.10	-	-
11	A-la-carte	Zee Zest	Mah/ Goa	15.0%	300	1.00	1.00	240	45
12	A-la-carte	Zing	Mah/ Goa	15.0%	-	0.10	0.10	-	-
13	A-la-carte	Zee Punjabi	Mah/ Goa	15.0%	-	10.00	10.00	-	-
14	A-la-carte	Zee Anmol Cinema 2	Mah/ Goa	15.0%	-	0.10	0.10	-	-
15	A-la-carte	Zee Biskope	Mah/ Goa	15.0%	-	0.10	0.10	-	-
16	A-la-carte	Zee Café	Mah/ Goa	15.0%	-	10.00	10.00	-	-
17	A-la-carte	&flix	Mah/ Goa	15.0%	600	15.00	15.00	7,200	1,350
18	A-la-carte	Zee Marathi	Mah/ Goa	15.0%	1,500	19.00	19.00	22,800	4,275
19	A-la-carte	Zee Talkies	Mah/ Goa	15.0%	-	9.00	9.00	-	-
20	A-la-carte	Zee Yuva	Mah/ Goa	15.0%	-	1.00	1.00	-	-
21	A-la-carte	Zee Kannada	Mah/ Goa	15.0%	1,200	19.00	19.00	18,240	3,420
22	A-la-carte	Zee Picchar	Mah/ Goa	15.0%	-	15.00	15.00	-	-
23	Zee Family Pack Hindi SD	Zee TV	Mah/ Goa	15.0%	600	19.00	12.98	6,230	1,168
24	Zee Family Pack Hindi SD	&TV	Mah/ Goa	15.0%	600	6.00	4.10	1,967	369
25	Zee Family Pack Hindi SD	Zee Anmol	Mah/ Goa	15.0%	600	0.10	0.07	33	6
26	Zee Family Pack Hindi SD	Zee Cinema	Mah/ Goa	15.0%	600	19.00	12.98	6,230	1,168
27	Zee Family Pack Hindi SD	&pictures	Mah/ Goa	15.0%	600	10.00	6.83	3,279	615
28	Zee Family Pack Hindi SD	Zee Bollywood	Mah/ Goa	15.0%	600	3.00	2.05	984	184
29	Zee Family Pack Hindi SD	Zee Anmol Cinema	Mah/ Goa	15.0%	600	0.10	0.07	33	6
30	Zee Family Pack Hindi SD	Big Magic	Mah/ Goa	15.0%	600	0.10	0.07	33	6
.	.	.	.	.	.	.	.	.	.
.	.	.	.	.	.	.	.	.	.
.	.	.	.	.	.	.	.	.	.

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
.	.	.	.	.	.	.	.	.	.
.	.	.	.	.	.	.	.	.	.
275	Zee Prime Pack Kannada SD	Zee Bollywood	Karnataka	15.0%	18,000	3.00	2.20	31,748	5,953
276	Zee Prime Pack Kannada SD	Zee Zest	Karnataka	15.0%	18,000	1.00	0.73	10,583	1,984
277	Zee Prime Pack Kannada SD	Zing	Karnataka	15.0%	18,000	0.10	0.07	1,058	198
278	Zee Prime Pack Kannada SD	Zee Kannada	Karnataka	15.0%	18,000	19.00	13.96	2,01,071	37,701
279	Zee Prime Pack Kannada SD	Zee Picchar	Karnataka	15.0%	18,000	15.00	11.02	1,58,740	29,764
							Total	**36,85,520**	**6,91,035**

******

SCHEDULE D

Details of the Operator

Operator Code : _____
Operator Name : _____

Organisation Type (Select any one which is applicable):

Sole Proprietorship	Partnership	Private Limited Company	Limited Company	HUF
☐	☐	☐	☐	☐
LLP	Institution	Association	Society	Trust
☐	☐	☐	☐	☐

PAN:_____ **TAN**:_____

Whether registered as Micro Small and Medium Enterprises (MSME): Yes ☐ **No** ☐
(tick mark (√) which is applicable)
If Yes, MSME registration number: _____

Operator's License Type [IPTV]: _____
Operator's License no.: _____
Operator's License Issue Date :_____
Operator's License Valid Till Date:_____

Registered Office Address:

Address :_____

City/Town/Village :_____ Pin code :_____

Taluka/Tehsil :_____ District :_____

State :_____

Correspondence/Communication Address:

Address :_____

City/Town/Village :_____ Pin code :_____

Taluka/Tehsil :_____ District :_____

State :_____

Operator GST details:

Operator's GSTIN	Operator's GST Bill To Address

Operator Key Contacts:

Name	Designation	Is Primary Contact	Is Authorized Signatory	Email Address	Mobile Number
		☐	☐		
		☐	☐		
		☐	☐		

Technical details:

Encryption System used by the Operator: : _____

Subscriber Management System used by the Operator: : _____

Set Top Box used by the Operator: : _____

Headend make used by the Operator: : _____

DECLARATION

(Applicable in case where certain documents of the Operator are already available with the Broadcaster and hence not re-submitted by the Operator)

I/We, _____ _____, further represent and warrant that the requisite information and documents which have been already provided to the Broadcaster in connection with the RIO, continues to be valid and binding. Hence, the same has not been submitted again.

For _____
Name of Authorized Signatory: Designation: Date:

SCHEDULE E

REPORT FORMAT AS PER TRAI MANDATE:
(SMS system should generate this report in un-editable pdf format)

MONTHLY SUBSCRIBER REPORT FORMATS

Monthly subscription of a Channel or Bouquet shall be arrived at, by averaging the number of Subscribers subscribing that Channel or Bouquet, as the case may be, recorded four times in a month, as provided in Table-1 and Table-2 respectively. The number of Subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Subscriber Reports (*To be submitted Agreement-wise*)

Name of the Operator **: _____**

Area of the Operation : _____

Reported Month : _____

Year : _____

Date of generation of Report :_____

Date of submission of Report by the Operator :_____

Table – 1: State-wise Monthly Subscription for Bouquet of Pay ZEEL Channel and/or A-la-carte Channel

(For each City to be submitted separately)
Monthly Average Active Subscriber Level of a ZEEL Channels or Bouquet shall be arrived at by averaging the number of Subscribers subscribing ZEEL Channel or Bouquets, as the case may be, recorded four times in a month, as provided in Table -1 and Table – 2 respectively. The number of Subscribers shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. of the day.

Table – 1 (a) : Monthly Subscription for A-la-carte Channels

Sl. No.	**Name of ZEEL Channel**	**Zee A-la-carte Code**	Operator's **Package Name / Add-on Name / A-la-Carte**	**Number of Subscribers of the Channel on 7th day of the month**	**Number of Subscribers of the Channel on 14th day of the month**	**Number of Subscribers of the Channel on 21st day of the month**	**Number of Subscribers of the Channel on 28th day of the month**	**Monthly Average Active Subscriber Level of the ZEEL Channel**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+(7)+(8)]/4
1								
2								
3								

Table – 1 (b): Monthly Subscription for Bouquet of Pay ZEEL Channels

Sl.	Name of the Bouquet of Pay ZEEL Channel	Zee Bouquet Code	Operator's Package Name / Add-on Name (if applicable)	Number of Subscriber of the Bouquet on 7th day of the month	Number of Subscribers of the Bouquet on 14th day of the month	Number of Subscribers of the Bouquet on 21st day of the month	Number of Subscriber of the Bouquet on 28th day of the month	Monthly Average Active Subscriber Level of the Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+(7)+(8)]/4
1								
2								
3								

Note:

(i) The above information is required for all packages and Add-on offered by the Operator in which respective ZEEL Channel(s) is offered by the Operator and also for ZEEL Channels offered by the Operator on A-la-carte basis.

(ii) Operator Package Name and Add-on name not applicable in case Subscriber has opted for Bouquet of Pay ZEEL Channels.

(iii) City-wise report is required to be furnished by the Operator for its operational areas.

(iv) Each Set Top Box, located at a place indicated by the Subscriber for receiving the signals of ZEEL Channels from the Operator, shall constitute one Subscriber.

(v) The reports shall be generated in non-editable PDF format, with read only permission.

Table – 2: State-wise Total Active Subscriber Base of Operator

Sl. No.	State	Type of Subscriber (SD / HD)	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber of the Operator in State
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6)+(7)] / 4
1							
2							
3							

REPORTS FOR INCENTIVE SCHEMES

These reports shall be submitted by Operator if the Operator has availed the Incentive Scheme under Schedule C

Table – 3: LCN Report for Pay Zee Group Channels

Sr. No.	Name of Channel	Zee A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank

Table – 4: De-active Subscriber Base of the Operator Report

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 5: Active Subscriber Base of the Operator (FTA + Pay Channel)

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 6: Free-to-Air Subscriber Base of the Operator Report

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 7: Active Pay Subscriber Base of Pay Zee Group Channel of the Operator

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 8: Operator Package wise Subscriber Base Report

S. N.	State	District	City	Operator Package Name	Operator Package Price (Including Taxes)	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

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SCHEDULE F

Declarations from DRM Vendor, SMS Vendor

PART A
DECLARATION FORM TO BE OBTAINED FROM DRM PROVIDER
(ON THE DRM PROVIDER COMPANY'S LETTER HEAD)
TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered office at _____ and having its DAS headend at _____ has installed Digital Rights Manager (DRM) of our company for its IPTV network.

Date of DRM Installation: _____ DRM Version: _____

DRM UNIQUE ID: _____, NETWORK ID: _____

Location of DRM servers (Database servers, KEY GENERATORS):

_____

_____

Details of Main and Backup DRM servers installed:

_____

_____

Server time format and time zone:

_____

Database detail: _____

_____

With respect to the DRM installed at above mentioned headend and in terms of Schedule X of the Interconnection Regulations, we confirm the following:

1. DRM does not have any facility to activate and deactivate STBs directly without the use of SMS.
2. DRM deployed can be used on two-way networks only
3. The current version of DRM does not have any history of hacking.
4. We have the capability of upgrading DRM in case it gets hacked at any point of time.
5. The DRM is currently in use by other pay TV services providers including Operator and it has an aggregate of at least 1 million Subscribers in the global pay TV market.
6. The DRM deployed can generate, record, maintain independent reports and logs for verification purposes during Audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum.
7. We, the DRM system provider are able to provide monthly log of activation and deactivation on a particular Channel or on a particular Bouquet / Subscriber Package provided by the Operator to its end Subscribers.
8. We have the technical capability in India to maintain this DRM system on 24x7 basis throughout the year.
9. The DRM and SMS are integrated in such manner that upon deactivation of any Subscriber from the SMS, all program/services shall be denied to that Subscriber.
10. This DRM is independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the DRM including but not limited to activation and deactivation commands issued by the SMS. It is not possible to alter the data and logs recorded in the DRM.
11. DRM deployed should be able to tag and blacklist the STB/Unique Consumer Subscription in case of any piracy.
12. The installed DRM is capable of individually addressing Subscriber's choice of Channel(s), on a Channel by Channel and STB by STB basis.

13. There cannot be any active unique Subscriber outside the database tables for which access shall be provided during Audit. Further, there is no option to split DRM database for creation of more than one instance by a Operator or us. Database table name where Subscribers are maintained is provided below/in attached sheet.
14. The DRM has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
15. DRM and SMS should be able to activate or deactivate services and/or STBs/ Unique Consumer Subscription of the Subscriber base of the distributor within 24 hours.
16. That we (DRM Company Name) are fully compliant with the requirements of DRM system as per schedule X of the Interconnection Regulations.

Please find enclosed sample log of all activations & deactivations of a particular Channel generated from the installed DRM system.
I _____(_name)_____ undertake that the information provided above is true and full disclosure of all the DRM system(s) provided to the said distributor has been made above and no information has been concealed.
Thanking you,
For (DRM company name)
(Signature) Digital Signature
Name: _____
Designation: _____ (not below the level of COO or CEO or CTO)
Company seal:

******

PART B

DECLARATION TO BE OBTAINED FROM SMS PROVIDER
(ON SMS PROVIDER COMPANY'S LETTER HEAD)
TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered Office at _____ and having its DAS headend at _____ has installed SMS of our Company for its digital cable network.
Date of SMS Installation: _____
SMS Version: _____
Location of SMS servers:
_____
SMS Database detail with number of instances created:
_____
With respect to the SMS installed at above mentioned headend and in terms of Schedule X of the Interconnection Regulations, we confirm the following:

1. SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
2. The data between SMS and DRM shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three Audit cycles, or as per Schedule III whichever is later.
3. Necessary and sufficient methods have been put in place so that each activation and deactivation of STBs/Unique Consumer Subscription is reflected in the reports generated from the SMS and is integrated with the DRM.
4. The SMS has the capacity to activate or deactivate services or STBs /Unique Consumer Subscription of complete Subscriber base of the distributor within 24 hours.

5. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
6. We, the SMS system provider, are able to provide monthly log of activation and deactivation on a particular Channel or on a particular Bouquet / Subscriber Package which is or will be provided by the Operator.
7. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
8. The installed SMS is capable of individually addressing Subscriber's choice, on a Channel by Channel and STB by STB basis as well.
9. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two (2) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands (as per period of service).
10. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every Channel provided by the Operator.
11. That we _____(SMS Company Name) are fully compliant to the requirements of SMS system as per Schedule X of the Interconnection Regulations.

Please find enclosed sample log of all activations & deactivations of a particular Channel generated from the installed SMS system.
I __(_name)_____ undertake that the information provided above is true and full disclosure of all the SMS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (SMS company name)
(Signature) Digital Signature
Name:
Designation: _____ (not below the level of COO or CEO or CTO)
Company seal:

SCHEDULE G

OPERATOR'S OBLIGATIONS

I. TO MAINTAIN SPECIFICATIONS FOR SET TOP BOXES/UNIQUE CONSUMER SUBSCRPTION, DIGITAL RIGHTS MANAGEMENT (DRM) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

Table 1

Sl. No.	DRM requirements for SMS
1.	There shall not be any data mismatch between DRM and SMS. Maximum mismatch based on subscription base may be allowed as mentioned below:
	(1) Must be less than 0.20% for Subscriber base up to 100000 subs (0 to 200 for Subscriber base of up to 100000) (2) Must be less than 0.04% for Subscriber base up to 1000000 Subscribers (0 to 400 for Subscriber base of up to 1000000) (3) Must be less than 0.01% for Subscriber base above 10000000 Subscribers (0 to 1000 for Subscriber base of up to 10000000) The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three Audit cycles, or as per Schedule III whichever is later.
2.	**Password Policy Creation for Users**: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /Unique Consumer Subscription or the customer premises equipment (CPE)/device.
3.	**After-Sales Service Support**: The required software and hardware support should be available to the distributor of the television Channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
4.	All activation and deactivation of STBs/Unique Consumer Subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.
5.	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/Unique Consumer Subscription is reflected in the reports generated from the SMS integrated with the DRM and *vice versa*
6.	DRM and SMS should be able to activate or deactivate services and/or STBs/Unique Consumer Subscription of the Subscriber base of the distributor within 24 hours.
7.	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

8.	The SMS should be computerized and capable of recording all logs including information and data concerning the Subscribers such as: (a) Unique customer identification (ID) (b) Subscription contract number (c) Name of the Subscriber (d) Billing address (e) Installation address (f) Landline telephone number (g) Mobile telephone number (h) E-mail address (i) Channels, Bouquets and services subscribed (j) Unique STB number/Unique Consumer Subscription ID attached to a specific unique MAC ID. (k) Unique VC number or MAC ID.
9.	The SMS should be capable of: (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/Unique Consumer Subscription.
	(b) Locating each and every STB/Unique Consumer Subscription and VC/MAC ID installed at city and state level. (c) Generating historical data of changes in the subscriptions for each Subscriber and the corresponding source of requests made by the Subscriber.
10.	The SMS should be capable of generating reports, at any desired time including about: (a) The total number of registered Subscribers. (b) The total number of active Subscribers. (c) The total number of temporary suspended Subscribers. (d) The total number of deactivated Subscribers. (e) List of blacklisted STBs/Unique Consumer Subscription in the system. (f) Channel and Bouquet wise Monthly subscription report in the prescribed format. (g) The names of the Channels forming part of each Bouquet. (h) The total number of active Subscribers subscribing to a particular Channel or Bouquet at a given time. (i) The name of a-la carte Channel and Bouquet subscribed by a Subscriber. (j) The ageing report for subscription of a particular Channel or Bouquet. (k)
11.	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
12.	Operator shall declare the details of the DRM and the SMS deployed for distribution of Channels.In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the broadcasters by the distributor.
13.	If there is active infrastructure sharing (as and when permitted by MIB) then, Operator shall declare the sharing of the DRM and the SMS deployed for distribution of Channels. In case of deployment of any additional DRM/SMS, the same should be notified to the broadcasters by the distributor.

14.	SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below: (a) STB/Unique Consumer Subscription Number (or in case of card-less system, chip ID or MAC ID number of the STB) (b) Product Code pertaining to à-la-carte Channels and Bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/Unique Consumer Subscription (active/Inactive)
15.	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report \
16.	**Channel/Bouquet management**: SMS shall, in synchronization with DRM on real time basis, support the following essential requirements: (a) Create and manage relevant product ID for all Channels and Bouquets along with the relevant details such as name, tariff, broadcaster, or OPERATOR Bouquet, etc. (b) Manage changes in the Channel/Bouquet, as may be required, from time to time. (c) Link the Products IDs for à-la-carte Channels and Bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).
17.	**Network Capacity Fee (NCF) Policy Creation**: SMS shall support all NCF related requirements mandated by the applicable tariff order.
18.	**Bill/Invoice Generation**: SMS shall be capable of generating proper Subscriber bill/invoice with explicit details of NCF charges, pay Channels charges (with clear itemized details of à-la-carte Channel cost and Bouquet costs), rental charges for STB/Unique Consumer Subscription (if any), other applicable charges, including Goods and Services Tax (GST).
19.	**Management of Logs**: (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete and/or edit the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule III or at least three Audit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide broadcaster wise total counts of monthly Subscribers of Channels including both à la carte and Bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.

20.	**SMS Database and tables**: (a) There shall not be any active unique Subscriber outside the database tables declared by the Vendor (b) SMS shall not provide an option to split SMS database or for creation of more than one instance. (c) SMS shall have the provision to enable or disable Channel (à-la-carte Channel or Bouquet of Channels) selection by Subscribers either through website or an application through interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for Audit or otherwise: i. Bouquet à la carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa)
21.	SMS shall be accessed through a Firewall
22.	STB/Unique Consumer Subscription and MAC ID shall be paired from the SMS to ensure security of Channel (applicable for DRM with pairing facility).
23.	The SMS shall be capable of individually addressing Subscribers, for the purpose of generating the reports, on Channel by Channel and STB/Unique Consumer Subscription by STB/Unique Consumer Subscription basis.
24.	SMS should have a facility to carry out monthly reconciliations of Channels/a-la-carte and Bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during Audits.
25.	SMS should have a provision of generating the following reports pertaining to STB/Unique Consumer Subscription/MAC ID.: (a) White list of STB/Unique Consumer Subscription /original device MAC ID along with active/inactive status (b) Faulty STB/Unique Consumer Subscription/MAC ID – repairable and beyond repairable
	(c) Warehouse fresh stock (d) In stock at local cable operator (LCO) end (e) Blacklist (f) Deployed with activation status (g) Testing/demonstration STB/Unique Consumer Subscription /MAC ID with location (h) \

26.	**Audit-related requirements**: SMS should have the capability to capture below-mentioned information that may be required for Audit and otherwise: (a) Subscriber related: (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/Temporary Disconnected (iv) Subscription change history (b) Product (Bouquet/à-la-carte Channel) related: (i) Broadcaster à-la-carte relation (ii) Bouquet name change history (iii) À la carte name change history (iv) Bouquet/à-la-carte Channel rate change history (c) STB/Unique Consumer Subscription related: (i) Change in location history (ii) Change in status (Active/Damaged/Repaired/Replaced)
27.	**User Authentication**: SMS should have the capability to authenticate its Subscribers through registered mobile number (RMN) through one-time password (OTP) system
28.	SMS should have the provision to support the following additional requirements: (a) List of à-la-carte Channels and Bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of à-la-carte Channels and Bouquets, in sync with the list available in DRM. (b) Product (à-la-carte Channels and Bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a Subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a Subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the OPERATOR s as per their business plans. (c) Product (à-la-carte Channels and Bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the Subscriber discontinues a product midterm. Product (à-la-carte Channels and Bouquets) Tenure- wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. (d) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/Unique Consumer Subscription activation/deactivation, à-la-carte Channels and Bouquets addition/removal, Channel/Bouquet composition modification, etc. (e) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte Channels and Bouquets addition and removal on all or a designated group of STBs/Unique Consumer Subscription. (f) Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as Audit reports with different intervals. (g) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc. (h) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a OPERATOR is running service in post-paid mode).

	(i) Generation of Reports: Provision to generate the following reports for operational purpose: (i) All, selective and single boxes' current status with their first-time activation date. (ii) Total number of à-la-carte Channels and Bouquets and STB/Unique Consumer Subscription expiring detail till given future date on the dashboard, according to the permission. (iii) Today's fresh activation count, de-activation count, re-activation count, à-la-carte Channels and Bouquets addition/ removal count on dashboard, according to the permission. (iv) Total active and inactive Subscriber's details with multiple criteria (network-wise, à la-carte Channels and Bouquets-wise, state-city wise and broadcaster- wise).
29.	It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention. Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: 1. Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/Unique Consumer Subscription UA/MAC ID details, entitlement level information, etc.

	2. Must be less than 0.20% for Subscriber base up to 100000 subs (0 to 200 for Subscriber base of up to 100000) 3. Must be less than 0.04% for Subscriber base up to 1000000 Subscribers (0 to 400 for Subscriber base of up to 1000000) (4) Must be less than 0.01% for Subscriber base above 10000000 Subscribers (0 to 1000 for Subscriber base of up to 10000000) The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three Audit cycles, or as per Schedule III whichever is later.
30	**Password Policy Creation for Users**: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the Set Top Box/Unique Consumer Subscription or the customer premises equipment (CPE)/device.
31.	**After-Sales Service Support**: The required software and hardware support should be available to the distributor of the television Channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
32.	All activation and deactivation of STBs/Unique Consumer Subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.

33..	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/Unique Consumer Subscription is reflected in the reports generated from the SMS integrated with the DRM and *vice versa*
34.	DRM and SMS should be able to activate or deactivate services and/or STBs/Unique Consumer Subscription of the Subscriber base of the distributor within 24 hours.
35.	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
36.	The SMS should be computerized and capable of recording all logs including information and data concerning the Subscribers such as: (l) Unique customer identification (ID) (m) Subscription contract number (n) Name of the Subscriber (o) Billing address (p) Installation address (q) Landline telephone number (r) Mobile telephone number (s) E-mail address (t) Channels, Bouquets and services subscribed (u) Unique STB number/Unique Consumer Subscription ID attached to a specific unique MAC ID. (v) Unique VC number or MAC ID.
37.	The SMS should be capable of: (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/Unique Consumer Subscription.
	(b) Locating each and every STB/Unique Consumer Subscription and VC/MAC ID installed at city and state level. (c) Generating historical data of changes in the subscriptions for each Subscriber and the corresponding source of requests made by the Subscriber.
38.	The SMS should be capable of generating reports, at any desired time including about: (a) The total number of registered Subscribers. (b) The total number of Active Subscribers. (c) The total number of temporary suspended Subscribers. (d) The total number of de-activated Subscribers. (e) List of blacklisted STBs/Unique Consumer Subscription in the system. (f) Channel and Bouquet wise Monthly Subscription Report in the prescribed format. (g) The names of the CChannels forming part of each Bouquet. (l) The total number of Active Subscribers subscribing to a particular CChannel or Bouquet at a given time. (h) The name of A-la carte Channel and Bouquet subscribed by a Subscriber. (i) The ageing report for subscription of a particular Channel or Bouquet.
39..	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
40.	Operator shall declare the details of the DRM and the SMS deployed for distribution of Channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the Broadcasters by the distributor.

41.	If there is active infrastructure sharing (as and when permitted by MIB) then, Operator shall declare the sharing of the DRM and the SMS deployed for distribution of Channels. In case of deployment of any additional DRM/SMS, the same should be notified to the Broadcasters by the distributor.
42.	SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below: (a) STB/Unique Consumer Subscription Number (or in case of card-less system, chip ID or MAC ID number of the STB) (b) Product Code pertaining to A-la-carte Channels and Bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/Unique Consumer Subscription (active/Inactive)
43..	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report \
44..	**Channel/Bouquet management**: SMS shall, in synchronization with DRM on real time basis, support the following essential requirements: (a) Create and manage relevant product ID for all Channels and Bouquets along with the relevant details such as name, tariff, Broadcaster, or Operator Bouquet, etc. (b) Manage changes in the Channel/Bouquet, as may be required, from time to time. (c) Link the Products IDs for A-la-carte Channels and Bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), MRP, distributor retail price (DRP).
45..	**Network Capacity Fee (NCF) Policy Creation**: SMS shall support all NCF related requirements mandated by the applicable tariff order.
46..	**Bill/Invoice Generation**: SMS shall be capable of generating proper Subscriber bill/invoice with explicit details of NCF charges, pay Channels charges (with clear itemized details of A- la-carte Channel cost and Bouquet costs), rental charges for STB/Unique Consumer Subscription (if any), other applicable charges, including Goods and Services Tax (GST).
47.	**Management of Logs**: (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete and/or edit the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule III or at least three Audit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide Broadcaster wise total counts of Monthly Subscribers of Channels including both A-la-carte and Bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.

48.	**SMS Database and tables**: (a) There shall not be any active unique Subscriber outside the database tables declared by the vendor. (b) SMS shall not provide an option to split SMS database or for creation of more than one instance. (c) SMS shall have the provision to enable or disable Channel (A-la-carte Channel or Bouquet of Channels) selection by Subscribers either through website or an application through interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for Audit or otherwise: i. Bouquet A-la-carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa)
49.	SMS shall be accessed through a Firewall
50..	STB/Unique Consumer Subscription and MAC ID shall be paired from the SMS to ensure security of Channel (applicable for DRM with pairing facility).
51..	The SMS shall be capable of individually addressing Subscribers, for the purpose of generating the reports, on Channel by Channel and STB/Unique Consumer Subscription by STB/Unique Consumer Subscription basis.
52..	SMS should have a facility to carry out monthly reconciliations of Channels/A-la-carte and Bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during Audits.
53..	SMS should have a provision of generating the following reports pertaining to STB/Unique Consumer Subscription/MAC ID.: (a) White list of STB/Unique Consumer Subscription /original device MAC ID along with active/inactive status (b) Faulty STB/Unique Consumer Subscription/MAC ID – repairable and beyond repairable
	i. Warehouse fresh stock ii. In stock at local cable operator (LCO) end iii. Blacklist iv. Deployed with activation status v. Testing/demonstration STB/Unique Consumer Subscription /MAC ID with location

54..	**Audit-related requirements**: SMS should have the capability to capture below-mentioned information that may be required for Audit and otherwise: (a) Subscriber related: (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/Temporary Disconnected (iv) Subscription change history (b) Product (Bouquet/A-la-carte Channel) related: (i) Broadcaster A-la-carte relation (ii) Bouquet name change history (iii) A-la-carte name change history (iv) Bouquet/A-la-carte Channel rate change history (c) STB/Unique Consumer Subscription related: (i) Change in location history (ii) Change in status (Active/Damaged/Repaired/Replaced)
55..	**User Authentication**: SMS should have the capability to authenticate its Subscribers through registered mobile number (RMN) through one-time password (OTP) system
56.	a) SMS should have the provision to support the following additional requirements: i. List of A-la-carte Channels and Bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of A-la-carte Channels and Bouquets, in sync with the list available in DRM. ii. Product (A-la-carte Channels and Bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a Subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a Subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the Operator s as per their business plans. iii. Product (A-la-carte Channels and Bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the Subscriber discontinues a product midterm. Product (A-la-carte Channels and Bouquets) Tenure- wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. iv. Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/Unique Consumer Subscription activation/deactivation, A-la-carte Channels and Bouquets addition/removal, Channel/Bouquet composition modification, etc. v. Bulk Channel/Bouquet Management: Provision to perform bulk activity of A-la-carte Channels and Bouquets addition and removal on all or a designated group of STBs/Unique Consumer Subscription. vi. Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as Audit reports with different intervals. vii. Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc. viii. Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a Operator is running service in post-paid mode).

	b) Generation of Reports: Provision to generate the following reports for operational purpose: i. All, selective and single boxes' current status with their first-time activation date. ii. Total number of A-la-carte Channels and Bouquets and STB/Unique Consumer Subscription expiring detail till given future date on the dashboard, according to the permission. iii. Today's fresh activation count, de-activation count, re-activation count, A-la-carte Channels and Bouquets addition/ removal count on dashboard, according to the permission. iv. Total Active and inactive Subscriber's details with multiple criteria (network- wise, A-la-carte Channels and Bouquets-wise, state-city wise and Broadcaster- wise).
57..	It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention. Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/Unique Consumer Subscription UA/MAC ID details, entitlement level information, etc.

(A) DRM Requirements for conditional access by Subscribers and encryption for IPTV services

Table 2

Sl. No.	DRM Requirements for conditional access by Subscribers and encryption
1.	Operator shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis as compliance of this requirement.
2.	DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (all activations, deactivation, Channel authorization/assignment and un-authorization / de-assignments and change in MAC ID/STB/Unique Consumer Subscription). The DRM shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.
3.	DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /Unique Consumer Subscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/Unique Consumer Subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the Channel.

4.	The SMS and the DRM should be integrated in such manner that activation and deactivation of STB/Unique Consumer Subscription happen simultaneously in both the systems. Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/Unique Consumer Subscriptions is reflected in the reports generated from the DRM.
5.	DRM deployed should be able to support two-way networks only.
6.	The DRM deployed should be able to support both carded as well as card-less STBs/Unique Consumer Subscription for any provisioning.
7.	The DRM deployed should be able to generate, record, maintain independent reports and logs for verification purpose during Audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum. The reports must have date and time stamp. Proposed reports should include: (a) Unique active STB/Unique Consumer Subscription count as well as MAC ID wise on any desirable date (b) Unique Bouquet/Channel active for a specific STB/Unique Consumer Subscription on any desirable date (c) MAC ID/User ID wise activation-deactivation report for service requests (d) Any alteration in Bouquet and/or Channels configured in DRM (e) Blacklist STB/Unique Consumer Subscription report (desirable not mandatory feature) (f) Product code pertaining to Channels/ Bouquets available on the platform (g) Channel/Bouquet authorization/assignment to STB/Unique Consumer Subscription along with start date and end date of entitlement (h) STB/Unique Consumer Subscription -VC pairing / de-pairing or User id- Mac-id Pairing / de-pairing (if applicable) in SMS/DRM (i) STB/Unique Consumer Subscription activation / de-activation (j) Channels assignment to STB/Unique Consumer Subscription (k) Report of the activations or the deactivations of a particular Channel for a given period (l) The total number of registered Subscribers (m) The total number of active Subscribers (n) The total number of temporary suspended Subscribers (o) The total number of deactivated Subscribers (p) List of blacklisted STBs/Unique Consumer Subscription in the DRM (desirable not mandatory feature) (q) Channel and Bouquet wise monthly subscription report in the prescribed format. (r) The names of the Channels forming part of each Bouquet (s) The total number of active Subscribers subscribing to a particular Channel or Bouquet at a given time (t) The name of a-la carte Channel and Bouquet subscribed by a Subscriber (u) The ageing report for subscription of a particular Channel or Bouquet
8.	DRM deployed should be able to tag and blacklist the STB/Unique Consumer Subscription in case of any piracy.
9.	DRM deployed should have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
10.	The DRM and SMS should be integrated in such manner that upon deactivation of any Subscriber from the SMS, all program/services shall be denied to that Subscriber.
11.	The DRM should be capable of generating, recording and preserving unedited data / logs for at least three (3) consecutive years for each command executed through the DRM, including logs of each command of the SMS integrated with the DRM.
12.	DRM deployed should be capable to support both software base as well as hardware base security.

13.	DRM shall be capable of adding/modifying Channels/Bouquets as may be required on real time basis in line with the activity performed in SMS.
14.	DRM should be so configured for specific type of STB/Unique Consumer Subscription, that are procured and configured by the DPO. The DRM should not enable working/operation of any other type/brand/make of STB/Unique Consumer Subscription, in the network.
15.	When infrastructure sharing (as and when permitted by MIB) is available, in such cases DRM shall be capable to support multiple DPOs.
16.	DRM should support content protection.
17.	DRM should support key rotation, i.e., periodic changing of security keys
18.	In case OPERATOR has deployed hybrid STBs (hybrid STB for the purpose of this regulation means a STB that uses multiple methods of receiving transmission signals with video and audio content, however in a single instance such STB provides only one type of service), DRM shall ensure that the over- the-top (OTT) App and any browser does not get access to the linear television Channels offered by the OPERATOR from its own system, and similarly, DRM for IPTV service should not get access to Channels delivered through OTT platform. Provided that, all the mandatory requirements for DRM shall be complied by hybrid STBs.
19.	There shall not be any active unique Subscriber outside the database tables. Further, there shall not be an option to split DRM database for creation of more than one instance by a OPERATOR or a vendor.
20.	It must support the following options with reference to uploading of unique access (UA)/MAC ID details in DRM database: (a) A secure un-editable file of MAC ID details, as purchased by the distributor, to be uploaded by the DRM vendor on the DRM server directly, (b) If it is uploaded in any other form, UA/MAC ID in DRM database shall be captured in logs, (c) Further, DRM shall support an automated, application programming interface (API)-based mechanism to populate such UA/MAC ID details in the SMS, without any manual intervention.
21.	It shall be mandatory to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers: Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/Unique Consumer Subscription UA/MAC ID details, entitlement level information, etc
22.	DRM and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database Audit trail shall be permanently enabled. <u>Explanation</u>: Database here refers to the database where data and log of all activities related to STB/Unique Consumer Subscription activation, deactivation, subscription data, STB/Unique Consumer Subscription UA/MAC ID details, entitlement level information, etc., is being stored.
23.	**Provision of à-la-carte Channels or Bouquet**: (a) DRM (and SMS) shall be able to handle all the Channels, made available on a platform, in à la carte mode. (b) DRM (and SMS) shall have the capability to handle such number of broadcaster/DPO Bouquets, as required by the DPO.

24.	DRM and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.
25.	DRM shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.
26.	There shall be unique license key required for viewing, the encryption period for a specific key should be configurable to change at periodic interval in DRM deployed by DPO.
27.	For every change in Channels, fresh license keys should be issued by the DRM. License keys issued by DRM should be secure and encrypted. DRM must ensure that the authorization keys are not received by the STB/Unique Consumer Subscription from any other source other than the one specified by the IPTV system.
28.	DRM servers should comply with extant Rules and Regulations including relevant clause under extant provisions (if any) relating to data localisation, data security and privacy. It should not be
	allowed to connect main DRM server to some other location (India or other country) with some proxy or another server to integrate with SMS and DPO system.
29.	IPTV service delivery may conform to multicast and/or unicast mode, irrespective of the mode of the delivery the services should be available in closed network only so as to maintain the basic ingredients of IPTV. The system configuration should ensure that every television Channel is available to every customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such Channel at any point of time. STBs/Unique Consumer Subscription with facilities for recording programs shall have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.
30.	IPTV system should not be allowed to deliver linear content to any other device except STB/Unique Consumer Subscription which has been whitelisted in DRM.
31.	The DRM should have following features: (a) It should restrict user to editing. (b) It should restrict user from sharing or forwarding or mirroring the content from the STB/Unique Consumer Subscription. (c) It should disallow user to take screen shots or screen grabs or screen-recording, if technically feasible. (d) It should lock access to authorized STBs/Unique Consumer Subscriptions only. (e) It should have Geo blocking feature. (f) It should be able to set expiry date to recorded content at STB/Unique Consumer Subscription end based on various policies.
32.	The DRM should have the capability of being upgraded over-the-air (OTA) so that the connected STBs/Unique Consumer Subscription always have the most upgraded version of the DRM.
33.	The DPO shall ensure that the DRM is up to date by installing necessary patches, error corrections, additions, version releases, etc. so as to ensure protection of Channels and content at all times
34.	No such functionality should be added to or removed from the DRM which compromises security of Channels. DPO shall be responsible for encryption of Channels' signals before their delivery through its IPTV platform using DRM hybrid STBs/Unique Consumer Subscription. All costs / expenses (by whatever name called) that are required to be incurred or become payable for such upgradation and for delivery/distribution of multi Channel television programmes to Subscribers shall be borne solely by such DPO. The DPO shall employ all reasonable security systems and procedures to prevent any loss, theft, piracy, un-authorized use, reception or copying of Channels or any part thereof and shall notify broadcasters as soon as practicable after it becomes aware that such an event has occurred

35.	The DRM should not in any way interfere with / invalidate fingerprinting.
36.	DPO shall promptly, and at it sole cost and expense, correct any issues with the DRM (such as bugs, defects, omissions or the like) that prevents Subscribers from accessing the DRM hybrid STBs/Unique Consumer Subscription or Channels through the DRM hybrid STBs/Unique Consumer Subscription.
37.	DPO shall provide broadcasters with video and audio codecs supported by the DRM hybrid STBs/Unique Consumer Subscription. The DPO shall ensure that no such changes/modifications are made to such codecs parameters that will require broadcasters to incur any expense for delivery of Channels / content that are free from viewer discernible problems (including, without limitation, video with no audio, audio with no video or significant signal distortion
38.	DRM should ensure that the hybrid STBs/Unique Consumer Subscription are verifiably located within India by reference to internet protocol address and service address. DRM must ensure and lock the viewership to single device by single STB/Unique Consumer Subscription or any device by ensuring MAC ID based authentication. The DRM must use industry-standard means (including IP-address look-up technology with screening and blocking of proxies (including anonymizing and spoofed proxies)) to prevent delivery of Channels to IP addresses outside of India or to proxies.
39.	DRM should ensure that television Channels are accessible on STBs/Unique Consumer Subscription of only such Subscribers who are then-current, valid Subscribers of the DPO, and such confirmation

	must take place prior to the DRM delivering (or authorizing the delivery of) television Channel to the STBs/Unique Consumer Subscription of such Subscribers.
40.	Upon deactivation of any Subscriber from the SMS, the DRM shall restrict delivery of all programme/services to that Subscriber.
41.	The DRM should not have any feature to insert any content (including advertisement, banner on portion of screen, etc) by itself. However, ticker messages for consumer information as regards their services from DPO shall be permitted.
42.	The DRM should not mask/remove any copyright, trademark or any other proprietary information on the Channels at the time of their delivery.
43.	The DRM should be able to disallow content on certain devices in case Broadcaster does not have right to retransmit the content on such devices. \

The service providers shall ensure that they seek provisioning of after sales services and support through a local entity so as to *inter-alia* provide quick resolution to any technical and piracy related issues, from DRM equipment supplier, while procuring DRM equipment.

(B) DRM Requirements in so far as they relate to fingerprinting for IPTV services

Sl. No	Fingerprinting requirements under DRM
1.	The DPO shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals
2.	The STB/Unique Consumer Subscription should support both visible and covert types of finger printing.
3.	The fingerprinting should not get invalidated by use of any device or software.
4.	The fingerprinting should not be removable by pressing any key on the remote of STB/Unique Consumer Subscription.
5.	The finger printing should be on the topmost layer of the video.
6.	The finger printing should be such that it can identify the unique STB/Unique Consumer Subscription number or the unique VC number or the original MAC ID of the device.
7.	The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), settings, blank screen, and games etc.
8.	The location, font color and background color of fingerprint should be changeable from head end and should be random on the viewing device.
9.	The finger printing should be able to give the numbers of characters as to identify the unique STB/Unique Consumer Subscription and/or the MAC ID.
10.	The finger printing should be possible on global as well as on the individual STB/Unique Consumer Subscription basis.
11.	The overt fingerprinting/watermarking should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
12.	The DRM deployed should be able to generate fingerprinting/watermarking both global fingerprinting as well as targeted channel fingerprinting/watermarking.
13.	The DRM shall support and enable forensic watermarking at STB/Unique Consumer Subscription level.

14.	The DRM shall have the capability to run fingerprinting with at least one fingerprinting every ten (10) minutes on a 24x7x365 basis. DRM should have a feature to publish report of fingerprinting schedule for defined interval. The DPO shall make such report available to broadcaster on request.

(C) **DRM Requirements in so far as they relate to STBs/Unique Consumer Subscription**

Table 4

Sl. No.	**STB**/Unique Consumer Subscription **Requirements for DRM for IPTV services**
1.	All STBs/Unique Consumer Subscription should have a DRM content protection.
2.	The STB/Unique Consumer Subscription deployed should be capable to support content decryption, decoding and DRM license evaluation.
3.	The STB/Unique Consumer Subscription should be capable of displaying fingerprinting inserted from Headend through DRM/SMS. The STB/Unique Consumer Subscription should support both targeted Channel fingerprinting as well as all global fingerprinting.
4.	The STB/Unique Consumer Subscription should be individually addressable from the Head-end.
5.	The STB/Unique Consumer Subscription should be able to receive messages from the Head-end.
6.	The messaging character length should be minimal of upto 120 characters.
7.	There should be provision for global messaging, group messaging and the individual STB/Unique Consumer Subscription messaging.
8.	The STB/Unique Consumer Subscription must be compliant to the applicable Bureau of Indian Standards
9.	The STBs/Unique Consumer Subscription should be addressable over the air to facilitate OTA software upgrade.
10.	The STBs/Unique Consumer Subscription with facilities for recording the programs shall have international standard copy protection system
11.	The STB/Unique Consumer Subscription should have a provision that fingerprinting is never disabled.
12.	The watermarking network logo for all pay Channels shall be inserted at encoder end only.
13.	DRM/SMS deployed should be able to send scroll messaging which should be only available in the lower part of the screen.
14.	DRM deployed should be able to geo tag STB/Unique Consumer Subscription deployed in the network for security.
15.	STB/Unique Consumer Subscription should take all commands directly from DRM not from any intermediate servers.
16.	STB/Unique Consumer Subscription while using IPTV infrastructure should not have feature to download (direct or side download) any 3rd party App/APK and should not have access to any browser.
17.	STB/Unique Consumer Subscription should not be able to access the authorization keys from any other source except from the IPTV system through the IPTV closed network. DRM must ensure that the authorization keys are not received by the STB/Unique Consumer Subscription from any other source other than the one specified by the IPTV system

18.	No play store should be accessible for enabling download, etc. when STB/Unique Consumer Subscription, is functioning in the IPTV network.
19.	STB/Unique Consumer Subscription should have copy protection.
20.	Operator system should have capability to maintain un-editable logs of all activity and configurations including download or upgrade of IPTV services App (if any) at STB/Unique Consumer Subscription end
21.	The DRM should not allow delivering linear TV Channels on Internet. The delivery of multi Channel television programmes should remain in a closed network within the device.
22.	The STB/Unique Consumer Subscription should have forced messaging capability including forced finger printing display.
23.	The DRM hybrid STBs/Unique Consumer Subscription should be tested for the following prior to their seeding in the subscribers' premises: (a) System down testing (b) Error messaging (c) Negative user journey testing (d) Device variance testing (e) Destructive testing (f) Application monitoring testing (g) In-app monitoring testing

II. <u>Other Obligations of Operator:</u>

1. STBs, Smart Cards, Systems and Procedures.

1.1 Operator represents and agrees that there are adequate systems, processes and controls in place regarding the distribution of STBs/Unique Consumer Subscriptions and Smart Cards so that they are only sold within the Authorized Area by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers residing in the Authorized Area and installations are made by Operator or its designees at an address in the Authorized Area. Adequate systems, processes and controls shall include, without limitation, Operator:

1.1.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and such Subscriber's STB/Unique Consumer Subscription and Smart Card including, without limitation, the particulars specified in paragraph 2.4;

1.1.2 requiring all residential Subscribers to submit a recent utility bill or bank statement as proof of address, including any residential Subscribers who have been previously de-authorized prior to re-authorization, or otherwise independently verify the address prior to activation of any STB/Unique Consumer Subscription and Smart Card;

1.1.3 investigating any multiple Smart Cards issued under one individual name or address (other than for mirror STB's), including visiting the premises of such individuals or addresses from time to time;

1.1.4 deputing officers to visit and verify the accuracy and veracity of details submitted by Subscribers, in the event Operator becomes aware of any alleged continuing/potential misuse and/or misrepresentation by the Subscribers;

1.1.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

1.1.6 requiring that for every change of address on the Operator system and therefore re- location of a STB/Unique Consumer Subscription, there is an independent physical verification of the new residential address; and

1.1.7 de-authorising any STB/Unique Consumer Subscription or Smart Card that is found outside of the Authorized Area or in the possession of a person who is not a bona fide Subscriber.

1.2 The Operator agrees that all of its STB and Smart Cards: (i) are sold and installed together as a pack only in the Authorized Area and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.2; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Channel(s) cannot be viewed if such Smart Card is removed and used with any other STB.

1.3 The Operator agrees that all installations of STBs/Unique Consumer Subscription and Smart Cards are done directly by Operator or through its authorized dealers and only within the Authorized Area, and that the installer for every installation physically checks and ensures before installation and activation of a STB/Unique Consumer Subscription and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the STB/Unique Consumer Subscription and which is the same as detailed in the Subscriber Management System ("SMS"). In accordance with paragraph 2.2.1,

1.4 The Operator agrees and undertakes that it shall not knowingly or negligently activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:

1.4.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the SMS;

1.4.2 outside of the Authorized Area; or

1.4.3 that of a cable head end or any other distributor of such Channel(s) to residential Subscriber.

1.5 In order to ensure that the Smart Card is only activated for bone fide Subscribers, the Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber and verified by Operator which matches with the address as supplied by the notified by Subscriber at the time of purchase of the STB/Unique Consumer Subscription and which is the same as detailed in the SMS.

1.6 The Operator agrees that its SMS allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under Paragraph 2.4.

1.7 The Operator shall ensure that OSD should support a minimum of 120 characters.

1.8 The Operator shall ensure that its watermark logo is inserted on all Channels.

1.9 The Operator shall submit & confirm the number of Multiplexer Units (**"MUX"**) installed with

active Transport Stream (**"TS"**) outputs. This should include a physical Audit of headend and analysis of TS stream from the MUX.

1.10 All TS from MUX should be encrypted for Authorized Areas. There should not be any remuxing on ground after feed has left from declared headends.

1.11 The Operator shall ensure that all LCOs' STBs/Unique Consumer Subscription will be paired with Unique System ID/ Bouquet ID, so that consumers in Authorized Area(s) can be identified. The current version of the DRM should not have any history of hacking. A certificate from the /DRM Vendor, to this effect be submitted.

1.12 The SMS and DRM should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the DRM should be independently capable of generating log of all activation and de-activations.

1.13 The DRM vendor/manufacturer should be known to have capability of upgrading the DRM in case of hacking.

1.14 The Operator to provide the make & version of DRM installed at headend.

1.15 The DRM certificate to be provided by the Operator as set out in **Schedule F.**

1.16 All LCO's should be paired with unique system ID/ Franchisee ID, so as to identify their end customers / ultimate Subscribers.

1.17 The Operator to declare by undertaking the number of encryptions DRM/SMS he is using at the head end and in future if he is integrating any additional DRM/SMS same should be notified to the Broadcasters by means of a fresh undertaking.

1.18 Reconciliation of DRM database (active cards, service wise & package wise) with SMS database to be provided by Operator. DRM vendor must certify reconciliation of data.

1.19 No activation/ de-activation from direct DRM system, it must be routed via SMS client only.

1.20 The Operator should provide DRM vendor certified copies of active/inactivate Channel wise/product wise report & Package/product report during Audit period.

1.21 The DRM system should have the capability of providing history of all actions taken for at least previous twenty-four (24) months.

1.22 The SMS & DRM should be capable of individually addressing Subscribers, on a Channel by Channel and STB/Unique Consumer Subscription by STB/Unique Consumer Subscription basis.

1.23 Both DRM & SMS systems should be of reputed vendors/suppliers and should have been currently in use by other pay television services that have an aggregate of at least one million Subscribers in the global pay TV market.

1.24 The DRM system provider should be able to provide monthly log of the activations on a particular Channel or on the particular package.

1.25 The SMS should be able to generate itemized billing such as content cost, rental of the Equipments,

taxes etc.

1.26 The DRM and/or SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.

1.27 The Operator agrees that it shall at its own cost, be responsible for ensuring the Channel(s) is distributed via a digital, encrypted format signal receivable through its DRM system only by its bona fide Subscribers to the Channel(s).

1.28 The Forensic watermarking to be implemented on the Operator headend & STBs//Unique Consumer Subscription.

1.29 The STB or the device where Unique Consumer Subscription is logged in, must have a secure chip set with mandatory pairing.

1.30 There should be a system in place to secure content between decryption & decompression within the STB/Unique Consumer Subscription.

1.31 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

1.32 The PVR enabled STBs must be such that any recorded content is capable of being replayed only with the use of that STB. Once the Subscriber is disconnected, the Subscriber will not be able to have access to any recorded content.

1.33 Types of STB launched/to be launched:

a. Vanilla STB
b. PVR STB
c. Others (please specify)

2. STB/Unique Consumer Subscription, Smart Cards, Systems and Procedures.

2.1 The SMS should be able to auto generate Monthly Subscriber report for Broadcaster in such a way that no active customer id, user id and device mac id left out for billing on monthly basis.

2.2 The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report for every VC/STB/unique consumer subscription and for each Channel/Bouquet

2.3 SMS should have a provision of generating the reports of original device MAC id's of all devices associated with the STB/Unique consumer subscription for last three (3) years.

2.4 The DRM should be able to generate report of all sessions created by system.

2.5 IPTV service delivery may conform to multicast and/or unicast mode, irrespective of the mode of the delivery the services should be available in closed network only so as to maintain the basic ingredients of IPTV. The system configuration should ensure that every television Channel is available to every authorized customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such Channel at any point of time. The recording of any linear Channel should not be allowed in any manner whatsoever on devices other than STB which are compliant to copy right protection.

2.6 It should have Geo blocking feature that enables a Broadcaster/ government authorities to determine and instruct the Operator to restrict the broadcast of TV Channels in locations

2.7 The DRM should be able to disallow content on certain devices in case Broadcaster does not have right to retransmit the content on such devices.

2.8 The Fingerprinting should be such that it can identify the unique STB/Unique Consumer Subscription

number or the unique VC number or the original MAC ID of the device.

2.9 The DRM should not allow delivering linear TV Channels on Internet. The delivery of multi-channel television programmes should remain in a Operator closed network only.

2.10 STB/Unique Consumer Subscription should take all commands directly from DRM not from any intermediate servers.

SCHEDULE H
ANTI PIRACY

Piracy, piracy reports and prevention

1.1 The Operator shall immediately notify Broadcaster if it ascertains or becomes aware that (hereinafter, each a "***Piracy Event***"):

1.1.1 Any Smart Card or STB/Unique Consumer Subscription is being located, supplied or sold outside the Authorized Area;

1.1.2 The Channel(s) is being viewed via a Smart Card or STB/Unique Consumer Subscription by a STB/Unique Consumer Subscription party that is not a residential Subscriber;

1.1.3 A Smart Card/Unique Consumer Subscription is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Authorized Area, or;

1.1.4 A Smart Card and/or STB or Unique Consumer Subscription is being used by a cable operator to distribute the Channel(s).

1.2 If Broadcaster becomes aware of a Piracy Event then, at Broadcaster's request, the Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

1.2.1 In the event the Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all necessary assistance to Broadcaster to prevent or combat such Piracy Event.

1.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of the Broadcaster, where the Broadcaster shall be one of the Parties to such action, it shall notify the Broadcaster in writing and seek the Broadcaster's prior written consent. Where the Broadcaster consents to the Operator taking legal or other action on behalf of the Broadcaster, the Operator shall keep the Broadcaster fully informed of the progress of such action. The Operator shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its Operators without the prior written consent of the Broadcaster.

1.3 If the Operator's Conditional Access is hacked or otherwise compromised, the Operator agrees to change or upgrade, within sixty (60) days of the Operator becoming aware of such hacking, its DRM and/or SMS to ensure that the Conditional Access cannot be hacked or compromised within the Authorized Area. If the Operator does not make such change or upgrade within such period of time, the Broadcaster shall have the right to suspend or terminate this Agreement in accordance with Clause 15. During such period, the Operator shall implement a temporary fix to protect the

Channel(s).

1.4 The Operator shall investigate and report to the Broadcaster any incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a STB/Unique Consumer Subscription and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs/Unique Consumer Subscription or Smart Cards or other equipment that enable access to the Channels.

SCHEDULE I
Audit

The intent of the Audit is to ensure:

• That Operator's systems are fully compliant with all regulatory requirements.
• Revenue assurance of Broadcaster and to ensure that true and correct Subscriber reports are generated and submitted by the Operator.
• Compliance with contractual commitments as per Interconnection Agreement.

The Audit shall cover and include the following:
1. Headend Audit
2. DRM Audit
3. SMS Audit
4. Data integrity of DRM and SMS
5. STB Audit
6. Distribution Network Audit- Territory/areas covered
7. Anti-piracy measures
8. Broadcasters IRDs physical verification and their respective status
9. Interconnection Regulation
10. TS recording at various places
11. Validation of Ground Samples
12.Any other process, check or activity deemed fit by the TRAI Empanelled Auditor.

The Parties acknowledge and agree that the scope of the Audit shall be modified and/or replaced / revised in the event TRAI notifies or recommends any changes in this regard during the Term of this Agreement. The Operator undertakes that the Operator shall always comply with the requirements stipulated by TRAI in respect of the Audit Manual

Scope and Scheduling of Audit:

Headend Audit Operator should provide Complete information including Accurate Schematic Diagram of all their Headend (Back up/Mini, etc), Earth Stations, Systems and Processes for Audit and Auditing Purpose.

- Operator to submit & confirm the no. of MUX's (Multiplexer Units)/Transcoders & Streaming servers installed with active TS (Transport Stream) outputs. This should include physical Audit of headend, earth station and analysis of TS stream from the Mux.
- Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX/Transcoders & Streaming servers
- All Channels should be encrypted for the Territory.
- Operator to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
- Take inventory IRDs + VCs installed in each head-ends including their serial numbers. Make note of broadcaster IRDs + VCs available but not installed.

- Check MUX/Transcoders and Streaming servers configuration to validate number of Transport Streams ("TS") configured with SID, scrambling status of each SID and ECM and EMM configuration.
- Take screenshot of all Channels configured from MUX/Transcoders and Streaming servers and compare with results of field TS recording.
- Take data of Channel configurations installed and powered to identify streams available for local insertion by LCOs.
- Extraction of IP credentials and URL of all Channels configured in various servers to confirm whether all Channels are encrypted.

II. **DRM Audit:** Operator to provide all below information correctly: Make & version of DRM installed at Head End.

- DRM system certificate to be provided by the Operator.
- DRM version installed should not have any history of hacking, certificate from DRM vendor required.
- DRM should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- DRM should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.
- STB's & cards to be uniquely paired from the Operator before distributing box down the line.
- Operator to declare by undertaking the no of encryptions DRM/SMS he is using at the head end and in future if he is integrating any additional DRM/SMS same should be notified to ZEEL by means of a fresh undertaking.
- Reconciliation of DRM database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by Operator. DRM vendor required to certified reconciliation of data.
- No activation / deactivation from direct DRM system, it must be routed via SMS client only.
- Operator should provide DRM vendor certified copies of active/deactivate Channel wise/product wise report &Bouquet/Subscriber Package/ product report during Audit period.
- DRM system should have the capability of providing history of all actions taken for last 2 years.

III. **SMS Audit:** All product authorization must be from SMS only.

- SMS and DRM should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the Subscribers such as:
  - Unique Customer Id
  - Subscription Contract number
  - Name of the Subscriber
  - Billing Address
  - Installation Address
  - Landline telephone number
  - Mobile telephone number
  - Email id
  - A – la-carte Channels or Bouquet / Subscriber Package subscribed to
  - Unique STB Number/Unique Consumer Subscription
  - Unique VC Number/Unique Consumer Subscription
- The SMS should be able to undertake the viewing and printing historical data in terms of the activations, de-activations etc.
- Location of each and every set top box VC unit
- The SMS should be capable of giving the reporting at any desired time about:
  - The total number Subscribers authorized.
  - The total number of Subscribers on the network

- The total number of Subscribers subscribing to a particular service at any particular date.
- The details of Channels opted by Subscriber on A-la-carte basis.
- The Bouquet / Subscriber Package wise details of the Channels in the Bouquet / Subscriber Package.
- The Bouquet / Subscriber Package wise Subscriber numbers.
- The ageing of the Subscriber on the particular Channel or Bouquet / Subscriber Package
- The history of all the above-mentioned data for the period of the last three (3) years

1. Following parameters should be validated during the common Audit of Headend, DRM & SMS

- Review Complete Network Diagram
- Undertaking from Operators for all SMS and DRM installed at headend to identify Multiple DRM / SMS
- Certificate from DRM provider for details of DRM ID, Service ID, N/w ID, version and no. of instances and servers installed. Also confirmation with respect to history of hacking to be provided by the DRM Vendor.
- To check if Operator specific coding / ID is available for Fingerprinting
- Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for Subscriber
- Unique Subscriber ID
- Subscriber Contract Details – No, Term, Date, Name, Address & contact details
- Hardware details
- Review the Subscriber's activation/ de-activation history in the SMS system
- Validate if the SMS is integrated with DRM.
- Review if all the active and de-active STBs/Unique Consumer Subscription are synchronized in both SMS and DRM.
- Validate if independent logs/report can be generation for active and de-active VCs with the product/Channels active in both SMS & DRM.
- Review if the system supports the Fingerprinting and OSD features at Box level, Customer account level as well as Global level.
- Validate if all the STBs/Unique Consumer Subscription are individually addressable from the System and are paired with the viewing cards.
- Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels.
- Review the various packages programmed in the Systems with respect to the Subscriber Reports submitted to ZEEL/ Aggregators.
- Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, Bouquet / Subscriber Package composition, rates,
- Review of the following reports are supported by SMS and DRM

  a. Total no. of Subscribers – active & de-active separately
  b. De-active Subscribers with ageing
  c. Channel wise Subscribers - total
  d. Channel wise Subscribers – split by Bouquet / Subscriber Package
  e. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
  f. Subscriber/Revenue Reports by State/City
  g. No. of Bouquets / Subscriber Package offered.

h. List of Channels / rates of each Bouquet / Subscriber Package
i. Rate card options offered / Attached with Active Subscribers
j. Historical data reports
k. Free / demo Subscribers details

- Exception cases – active only in SMS or DRM

IV. STB/Unique Consumer Subscription Audit: All STB should be whitelisted in SM and DRM individually before handing down the line distribution.

- Operator to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).
- Operator should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by Operator's should be certified by their DRM vendor.
- ECM/EMM base Forced messaging and ticker mode should be available.
- All the STBs should have DRM Access.
- The STB should be capable of doing Fingerprinting. The STB should support both at STB/Unique Consumer Subscription and Channel level -based Fingerprinting.
- The STB should be individually addressable from the headend.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- Types of boxes launched / to be launched:
  - Vanilla STB
  - DVR STB
  - Hybrid Box
  - Others (please specify)
- Please furnish STB details as following:
  - Open Standards or Proprietary?
  - Audio Video and Data I/O Configuration?
  - Local Storage?
  - Smarts Card?
  - PVR Functionality?
  - Tamper Resistance?
  - I/O Copy Protection? Please provide the details.
  - I/O Interface to Other Devices?
- Are the STB's interoperable?
- DVR / PVR STB should be compliance of following;
  - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
  - Recorded content should be encrypted & not play on any other devices.
  - Content should get record along with entitlements and play out only if current entitlement of that Channel is active.
  - User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.

V. Distribution Network Audit: Operator should provide below information in detail:

- Service area to be defined.

VI. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

- The Overt Fingerprinting should not be removable by pressing any key from the remote.

- The Overt Fingerprinting should be on the topmost layer of the video.
- The Fingerprinting should be such that it can identify the unique STB/Unique Consumer Subscription number or the unique Viewing Card (VC) number.
- The Fingerprinting should appear on all the screens of the STB/Unique Consumer Subscription, such as Menu, EPG etc.
- The location of the Fingerprinting should be changeable from the headend and should be random on the viewing device.
- The Fingerprinting should be possible on global as well as on the individual STB/Unique Consumer Subscription basis
- The Overt Fingerprinting and On screen display (OSD) messages of the respective Company should be displayed by the Operator without any alteration with regard to the time, location, duration and frequency.
- Covert Fingerprinting should be available.
- No common interface Customer Premises Equipment (CPE) to be used.
- The STB should have a provision that OSD is never disabled.

VII. Commercial Audit*

1. Provide system generated Channel-wise and Bouquet / Subscriber Package-wise reports of Channels for the platform in a non-editable format.
2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
   - Customer acquisition
   - Provisioning of the Subscriber in authentication, billing and SMS system
   - Bouquet / Subscriber Package change request process
   - Customer Retention process, if any
   - De-activation and churn process
3. Understand/ verify the various Bouquets / Subscriber Package being offered to customers
   - Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers
   - Interactions with the Operator's marketing and sales team on how the various Channels are being marketed
   - Any special marketing schemes or promotions
   - Details of the consumers subscribing to the various Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional Subscribers
4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of Subscriber Report generation process):
   - Generation of reports for Subscriber declaration for Channels or Bouquets / Subscriber Package
   - Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:
   - Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems).
   - Analyse the computation of average Subscribers.
   - Ascertain the average Subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors.
6. Analysis of the following:
   - Input and change controls of customer data into SMS.
   - SMS user access controls – authentication, authorization and logging.
   - Analyze system logs to identify any significant changes or trail of changes made.
   - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.

- Review the system logic for the reports which are inputs to Broadcaster declarations.
- Channel allocation/fixation to a particular LCN/CDN.
- Mapping of Subscriber id across the CRM and SMS billing system if the same is different across the systems.
- Sample of activation and de-activation request logs.
- Numbers of the Active Subscribers for sample months (report to be taken in front of the auditors/ rep).
- Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both Parties).
- Live Demo of the queries being put into the system to generate different reports.
- List of DRM and SMS used by Operator in DAS area. In case more than one DRM and SMS system is used by Operator, then understand and analyze how the markets are segregated, controlled, reported and invoiced.
- Similarly, list of head-ends of the operator providing services from all headends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple DRM being used by Operator, to understand synchronization between multiple DRM and SMS.

VIII Basic Audit checks to be completed

- "As on Date" Reconciliation of VC and STB/Unique Consumer Subscription from complete DRM and SMS for the date of Audit. Any discrepancy of VC not active in DRM but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base.
- Reconciliation of VC and STB/Unique Consumer Subscription from complete DRM and SMS for the historical months over the Audit period. Any discrepancy of VC not active in DRM but found active in SMS or vice versa should be reported in actual numbers as well as percentage of the total base.
- "Transaction log" Reconciliation of VC and STB/Unique Consumer Subscription numbers obtained from logs of complete DRM and Logs of SMS with the Subscriber Report provided to Broadcaster for each month. Any discrepancy should be reported in Actual numbers as well as percentage of the total base.
- Reconciliation of VC and STB/Unique Consumer Subscription from DRM and SMS for each Channel for the date of Audit. Any discrepancy should be reported in Actual numbers as well as percentage of the total base.
- Reconciliation of VC and STB/Unique Consumer Subscription numbers for each Channel obtained from Logs (Transactional logs as well as configuration logs) of complete DRM and SMS Logs with the Broadcasting report of each month. Any discrepancy should be reported in Actual numbers as well as percentage of the Channel count reported.
- Reconciliation of Channels configured for a package in SMS and Channel configured for respective package/product in DRM. The report should provide numbers of Channels not in DRM for the product which were present in SMS package and vice versa.
- A 3 way reconciliation on Channel wise count of Broadcasting report, DRM and SMS should be done at count level for the day of Audit as well as historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.
- Reconciliation of Channels/IRD's which have been obtained by the Operator but not activated/subscribed by any customer. All such Channels where IRD's are active but Subscriber count is zero should be reported.

- Reconciliation of LCN and Genre declared by broadcaster with the actual LCN and genre found during Audit. All mismatches of LCN and genres found during Audit to be reported.
- Report the Channels found running in Unencrypted or analogue mode on the day of Audit
- Auditor to compare the STB/Unique Consumer Subscription /VC field samples with VC and STB/Unique Consumer Subscription data extracted during the Audit from DRM and SMS. All exceptions to be reported.
- Auditor to compare TS recording data of the Operator's DRM systems provided by Broadcaster during period under Audit and DRM declared by the Operator. All exceptions to be reported in Audit report.
- Auditor to highlight critical data not provided by the Operator or the data which was not available or any other exclusion and limitations. Auditor to provide his assessment whether those exclusions and limitation limit ascertaining of true and correct Subscriber count.
- Auditor to highlight if any free access (to be defined) Channels are available .
- Auditor to compare STB/Unique Consumer Subscription from SMS and compare with the STB/Unique Consumer Subscription on which payment has been received through prepaid system from the customer in last six (6) months. Any cases where payment has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception.
- Auditor to compare STB/Unique Consumer Subscription from SMS and compare with the STB/Unique Consumer Subscription on which complaint has been received in last 6 months. Any cases where complaint has been logged has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception.
- All cases to be reported after analyzing logs of MUX/Scramblers/Transcoders and streaming servers whenever there were signals running in unencrypted mode during the Audit period.
- Auditors to report if system was configured in such a way that local insertion of Channel was not possible in an un-encrypted mode during Audit period and report the same.

IX Basic hygiene checks for Audit

- Operator to declare and provide all admin/super admin login access to DRM & SMS servers, IT systems & headend equipment to auditors.
- Operator to allow auditors to run queries to extract data / logs / reports from live SMS and DRM systems. (Auditors to not accept any pre-extracted data/reports from SMS & DRM systems).
- Operator to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis.
- All data from DRM and SMS server should be extracted by auditor in such a manner that no STB/Unique Consumer Subscription /VC is left out from the database. Auditors should understand the data extraction queries that are run on the live DRM & SMS servers.
- A screen shot of the Queries that are run should be part of the data stored with password protected\Data extraction queries scripts and explanation of terminology to be preserved and also provided to the Broadcasters along with the Audit report and data stored with password protected.
- Auditor and Broadcaster representative should be physically present during the extraction of DRM & SMS data and should not leave the data extraction activity to DRM & SMS vendors.
- The Audit report shall contain the information sought in Schedule 1 to Schedule 4 of this Schedule I.

- All data to be extracted from backend using queries or verify the data obtained from SMS/DRM frontend by writing queries on the backend database after understanding the table structure:
  i. As on date Active and de-active Subscriber count in the network.
  ii. As on date Active and de-active counts with STB/Unique Consumer Subscription /VC with location specific report.
  iii. As on date Active and de-active Channel and package wise Subscriber count and a report containing details of such STB/Unique Consumer Subscription /VC.
  iv. Historical month-end active and de-active STB/Unique Consumer Subscription /VC wise Subscriber counts and a report containing details of such STB/Unique Consumer Subscription /VC for the Audit period.
  v. Historical month-end active and de-active package and Channel-wise Subscriber counts and a report containing details of such STB/Unique Consumer Subscription /VC for the Audit period.
  vi. As on date Channel composition of packages.
  vii. Channel composition of packages for historical period (Audit Period).
  viii. Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp.
  ix. Inventory of all the VC/UA/Mac ID from the SMS server.

Any other information, data or testing requirement deemed fit by the TRAI empaneled Auditor as per extant regulations.

Schedule - 1

Distributor Logo

Report title: Total No. of Registered STBs/Unique Consumer Subscription
Run Time:
Run Date:

Total no. of Registered STBs/Unique Consumer Subscription:

Active VC Count (1)	Temporary suspended/Safe custody VC Count (2)	De-active VC count (3)	Blacklist VC count (4)	Total registered VC's (1+2+3+4)
.	.		.	

Schedule - 2

Distributor Logo

Report title: Package wise VC Count
Run Time:
Run Date:

Package wise VC Count:

Sr No	Package/A-la-carte Name	Package/A-la-carte ID	Count on 7th	Count on 14th	Count on 21st	Count on 28th	Average Count
.	.		.				

Schedule - 3

Distributor Logo

Report title: Package wise Channels details
Run Time:
Run Date:

Package wise Channel details:

Sr No	Package/A-la-carte Name (SMS)	Package/A-la-carte ID (SMS)	CAS PIRD	Channel name	Broadcaster	FTA or PAID status
.	.		.			

Schedule - 4

Distributor Logo

Report title: VC wise package details
Run Time:
Run Date:

Package wise Channel details:

Sr No	VC number	STB/ MAC ID	Package/ A-la-carte Name (SMS)	Package/ A-la-carte ID (SMS)	Fist VC activation date	Last suspension/ deactivation date	Last re-Activation date	Package start date	Package end date	VC Status
.			.		.					

SCHEDULE J

HARDWARE FORM

This Hardware Form forms an integral part of Reference Interconnect Offer Bearing Agreement number _____

Operator Code : _____

Operator Name : _____
Location Code: _____

Installation Location Address:
Address :_____
City/Town/Village :_____ Pin code :_____
Taluka/Tehsil :_____ District :_____
State :_____

Channel wise serial number details of all IRDs, VC Nos and CAMs of the Services being subscribed by the Operator at the location:

Installation Type:_____

Sr. No	Select	Name of the Channel	IRD NO/PIRD No	VC NO	CAM NO
1	☐				
2	☐				
3	☐				
4	☐				
5	☐				
6	☐				
7	☐				
8	☐				
9	☐				
10	☐				
11	☐				
12	☐				
13	☐				
14	☐				
15	☐				
16	☐				
17	☐				
18	☐				
19	☐				
20	☐				
21	☐				
22	☐				
23	☐				
24	☐				
25	☐				

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35	☐				
36	☐				
37	☐				
38	☐				
39	☐				
40	☐				
41	☐				
42	☐				
43	☐				
44	☐				
45	☐				
46	☐				
47	☐				
48	☐				
49	☐				
50	☐				
51	☐				

The Operator acknowledges the receipt/possession of the IRDs/PIRDs as detailed above and certifies them to be found in excellent working condition. The Operator further undertakes to provide Hardware Undertaking of ZEEL as may be provided and amended by ZEEL from time to time.

Capitalized terms unless otherwise defined herein shall bear the same meaning as ascribed to them under the Reference Interconnect Offer.

For _____	_____ Name :_____ Designation: _____ *Date: _____

For Zee Entertainment Enterprises Limited	_____ Name:_____ Designation: Date: _____

SCHEDULE K

A. <u>SERVICE FORM 1</u>

<u>APPLICATION FORM FOR REQUEST OF SIGNALS OF ZEE CHANNELS BY OPERATOR</u>

(As per Clause 10 (4), (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the Operator: _____
2. The names of Owners/Directors/Partners of the Operator: _____
3. Registered Office address:_____
4. Address for communication:_____
5. Name of the contact person/ Authorized Representative: _____
6. Telephone:_____, Mobile: _____
7. Email address: _____
8. Copy of certificate of registration/ permission/ license (Copy Attached): _____ (Yes / NO)
9. Details of Headend, Digital Rights Managers (DRM) and Subscriber Management Systems (SMS) deployed by the Operator to be attached along with this Application Form.
10. Details of the areas, corresponding States/ UTs and details of the Headend from which the signals of television Channels shall be distributed in such areas:

    As per the details provided in Annexure 1

11. Area wise present Subscriber base of the Operator: **As per the details provided in Annexure 2**
12. List of Channels and Bouquets for which signals of television Channels are requested: **As per the details provided in Annexure 3**
13. Goods & Services Tax registration number: _____
14. PAN No. (Attach a copy): _____
15. Are the DRM/ SMS in compliance with the regulations: YES / NO

16. Copy of the report of the Auditor in compliance of the Schedule X of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, if available (Copy Attached): YES / NO

_____

(Stamp & Signature)

Name: _____

Designation: _____

Date and Place: _____

DECLARATION

I _____s/o, d/o_____, _____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____ (Name of the Operator), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television Channels meet the technical and other requirements specified in the Schedule X of the Interconnection Regulations. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

_____

(Stamp & Signature)

Name: _____

Designation: _____

Date and Place: _____

MANDATORY SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM SEEKING SIGNALS OF ZEEL CHANNELS:

i. PAN Card;
ii. Goods & Services Tax Registration Certificate;
iii. Tax Deduction Account Number (TAN)
iv. Certificate / Registration issued to the Operator by the Ministry of Information and Broadcasting (MIB) to operate in DAS area under Rule 11C/11E of the Cable Television Networks Rules 1994 (as amended) and other approvals from the relevant governmental authority along with all relevant supporting documents, including licenses;
v. Copy of the resolution passed by the board of directors of the Operator or an authority letter from the Operator authorizing to execute the Interconnection Agreement on behalf of the Operator;
vi. DRM declaration from the conditional access vendor in the format set out at **Schedule F.**
vii. SMS declaration from the SMS vendor in the format set out at **Schedule F.**

Annexure 1 to Service Form 1

Details of the areas, corresponding States/ UTs and details of the Headend from which the signals of television Channels shall be distributed in such areas

Sr. No	Details of Area where the Platform is desirous of operating	Name of Corresponding State / UTs to the Area	Headend from which the signals of ZEEL Channels shall be distributed in such Area

Annexure 2 to Service Form 1

Area wise present Subscriber base of the Platform operator

Sr. No	Details of Area where the Platform Operator is desirous of operating	Name of Corresponding State / UTs to the Area	Present Subscriber Base

Annexure 3 to Service Form 1

I. List of Zee Channels offered on A-la-carte basis for which signals are requested.

We are desirous of availing the signals of the following Zee Channels are marked as yes in the table below on A-la-carte basis:

S. No.	Name of Channel	Genre	Language	A-la-carte Channel Code	**Select Check box
1	Zee TV	General Entertainment	Hindi	ZSD-ZEETV12	☐
2	&TV	General Entertainment	Hindi	ZSD-ANDTV12	☐
3	Zee Anmol	General Entertainment	Hindi	ZSD-ZANML12	☐
4	Big Magic	General Entertainment	Hindi	ZSD-ZMGIC12	☐
5	Zee Cinema	Movies	Hindi	ZSD-ZCNMA12	☐
6	&pictures	Movies	Hindi	ZSD-ANDPC12	☐
7	Zee Bollywood	Movies	Hindi	ZSD-ZBOLL12	☐
8	Action Cinema	Movies	Hindi	ZSD-ZACTN12	☐
9	Zee Classic	Movies	Hindi	ZSD-ZCLAS12	☐
10	Zee Anmol Cinema	Movies	Hindi	ZSD-ZANCM12	☐
11	Zee Zest	Infotainment	Hindi / English	ZSD-ZZEST12	☐
12	Zing	Music	Hindi	ZSD-ZZING12	☐
13	Zee Café	General Entertainment	English	ZSD-ZCAFE12	☐
14	&flix	Movies	English / Hindi / Regional Languages	ZSD-&FLIX12	☐
15	Zee Marathi	General Entertainment	Marathi	ZSD-ZMRTH12	☐
16	Zee Talkies	Movies	Marathi	ZSD-ZTALK12	☐
17	Zee Yuva	General Entertainment	Marathi	ZSD-ZYUVA12	☐
18	Zee Bangla	General Entertainment	Bangla	ZSD-ZBNGL12	☐
19	Zee Bangla Cinema	Movies	Bangla	ZSD-ZBGCM12	☐
20	Zee Sarthak	General Entertainment	Odia	ZSD-ZSRTH12	☐
21	Zee Punjabi	General Entertainment	Punjabi	ZSD-PUNBB12	☐
22	Zee Anmol Cinema 2	Movies	Hindi	ZSD-ZGNGA12	☐
23	Zee Biskope	Movies	Bhojpuri	ZSD-GNGAB12	☐
24	Zee Tamil	General Entertainment	Tamil	ZSD-ZTAML12	☐
25	Zee Thirai	Movies	Tamil	ZSD-THRAI12	☐
26	Zee Telugu	General Entertainment	Telugu	ZSD-ZTELG12	☐

27	Zee Cinemalu	Movies	Telugu	ZSD-ZCNML12	☐
28	Zee Kannada	General Entertainment	Kannada	ZSD-ZKAND12	☐
29	Zee Picchar	Movies	Kannada	ZSD-PCHAR12	☐
30	Zee Keralam	General Entertainment	Malayalam	ZSD-ZKRLM12	☐
31	Zee Chitramandir	Movies	Marathi	ZSD-ZCHTR12	☐
32	Zee TV HD	General Entertainment	Hindi	ZHD-ZEETV12	☐
33	&TV HD	General Entertainment	Hindi	ZHD-ANDTV12	☐
34	Zee Cinema HD	Movies	Hindi	ZHD-ZCNMA12	☐
35	&pictures HD	Movies	Hindi	ZHD-ANDPC12	☐
36	&xplor HD	Movies	Hindi	ZHD-&XPLR12	☐
37	Zee Zest HD	Infotainment	Hindi / English	ZHD-ZZEST12	☐
38	Zee Café HD	General Entertainment	English	ZHD-ZCAFE12	☐
39	&flix HD	Movies	English / Hindi / Regional Languages	ZHD-&FLIX12	☐
40	&prive HD	Movies	English	ZHD-&PRIV12	☐
41	Zee Marathi HD	General Entertainment	Marathi	ZHD-ZMRTH12	☐
42	Zee Talkies HD	Movies	Marathi	ZHD-ZTALK12	☐
43	Zee Bangla HD	General Entertainment	Bangla	ZHD-ZBNGL12	☐
44	Zee Tamil HD	General Entertainment	Tamil	ZHD-ZTAML12	☐
45	Zee Thirai HD	Movies	Tamil	ZHD-THRAI12	☐
46	Zee Telugu HD	General Entertainment	Telugu	ZHD-ZTELG12	☐
47	Zee Cinemalu HD	Movies	Telugu	ZHD-ZCNML12	☐
48	Zee Kannada HD	General Entertainment	Kannada	ZHD-ZKAND12	☐
49	Zee Picchar HD	Movies	Kannada	ZHD-PCHAR12	☐
50	Zee Keralam HD	General Entertainment	Malayalam	ZHD-ZKRLM12	☐

Total Count of Zee Group Channels to be availed on A-la-Carte Basis	

II. <u>List of Bouquets of Pay ZEEL Channels</u>

We are desirous of availing the following Bouquet of Pay ZEEL Channels marked as yes in the table below:

Sr. No.	Select / Checkbox	Bouquet Name	Zee Bouquet Code
1	☐	Zee Family Pack Hindi SD	ZSDB1HNDI112
2	☐	Zee All-In-One Pack Hindi SD	ZSDB2HNDI112
3	☐	Zee Prime Pack English SD	ZSDB0ENGL112
4	☐	Zee Family Pack Marathi SD	ZSDB1MRTH112
5	☐	Zee All-In-One Pack Marathi SD	ZSDB2MRTH112
6	☐	Zee Family Pack Bangla SD	ZSDB1BNGL112
7	☐	Zee All-In-One Pack Bangla SD	ZSDB2BNGL112
8	☐	Zee Family Pack Odia SD	ZSDB1ODIA112
9	☐	Zee All-In-One Pack Odia SD	ZSDB2ODIA112
10	☐	Zee Prime Pack Tamil SD	ZSDB0TAML112
11	☐	Zee Family (A) Pack Tamil SD	ZSDB1TAML112
12	☐	Zee Family (B) Pack Tamil SD	ZSDB1TAML113
13	☐	Zee All-In-One Pack Tamil SD	ZSDB2TAML112
14	☐	Zee Prime Pack Telugu SD	ZSDB0TLGU112
15	☐	Zee Family (A) Pack Telugu SD	ZSDB1TLGU112
16	☐	Zee Family (B) Pack Telugu SD	ZSDB1TLGU113
17	☐	Zee All-In-One Pack Telugu SD	ZSDB2TLGU112
18	☐	Zee Prime Pack Kannada SD	ZSDB0KNDA112
19	☐	Zee Family (A) Pack Kannada SD	ZSDB1KNDA112
20	☐	Zee Family (B) Pack Kannada SD	ZSDB1KNDA113
21	☐	Zee All-In-One Pack Kannada SD	ZSDB2KNDA112
22	☐	Zee Prime Pack Malayalam SD	ZSDB0MLYM112
23	☐	Zee Family (A) Pack Malayalam SD	ZSDB1MLYM112
24	☐	Zee Family (B) Pack Malayalam SD	ZSDB1MLYM113
25	☐	Zee Family Pack Hindi HD	ZHDB1HNDI112
26	☐	Zee All-In-One Pack Hindi HD	ZHDB2HNDI112
27	☐	Zee Prime Pack English HD	ZHDB0ENGL112
28	☐	Zee Family Pack Marathi HD	ZHDB1MRTH112
29	☐	Zee All-In-One Pack Marathi HD	ZHDB2MRTH112
30	☐	Zee Family Pack Bangla HD	ZHDB1BNGL112
31	☐	Zee All-In-One Pack Bangla HD	ZHDB2BNGL112
32	☐	Zee Family Pack Odia HD	ZHDB1ODIA112
33	☐	Zee All-In-One Pack Odia HD	ZHDB2ODIA112

34	☐	Zee Prime Pack Tamil HD	ZHDB0TAML112
35	☐	Zee Family (A) Pack Tamil HD	ZHDB1TAML112
36	☐	Zee Family (B) Pack Tamil HD	ZHDB1TAML113
37	☐	Zee All-In-One Pack Tamil HD	ZHDB2TAML112
38	☐	Zee Prime Pack Telugu HD	ZHDB0TLGU112
39	☐	Zee Family (A) Pack Telugu HD	ZHDB1TLGU112
40	☐	Zee Family (B) Pack Telugu HD	ZHDB1TLGU113
41	☐	Zee All-In-One Pack Telugu HD	ZHDB2TLGU112
42	☐	Zee Prime Pack Kannada HD	ZHDB0KNDA112
43	☐	Zee Family (A) Pack Kannada HD	ZHDB1KNDA112
44	☐	Zee Family (B) Pack Kannada HD	ZHDB1KNDA113
45	☐	Zee All-In-One Pack Kannada HD	ZHDB2KNDA112
46	☐	Zee Prime Pack Malayalam HD	ZHDB0MLYM112
47	☐	Zee Family (A) Pack Malayalam HD	ZHDB1MLYM112
48	☐	Zee Family (B) Pack Malayalam HD	ZHDB1MLYM113

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ANNEXURE 4 to Service Form 1

INCENTIVE SCHEME(s) ON PAY ZEEL CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: YES ☐ NO ☐

a. ZEEL is offering the following incentives on the MRP of Pay ZEEL Channels set out in this **Schedule C** subject to the Operator fulfilling the conditions set out herein:

- **Incentives offered by ZEEL on Pay ZEEL Channels:**

I. Channel Penetration Incentive

II. Identified Channel Penetration Incentive

III. Subscriber Audit Incentive.

IV. Special Incentive

- **Incentive Eligibility Parameters for Incentive on MRP of Pay ZEEL Channels**

a) Meeting the LCN Requirements
b) Compliance with all applicable terms and conditions under this Agreement and the **2022 Amendment Regulations**.
c) **Reports:** In order to be eligible for any of aforementioned Incentives offered by ZEEL, the Operator shall provide ZEEL, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in Schedule **E** to this Agreement.
d) **Subscriber Records, Access and Audit:** ZEEL (through empaneled auditors) shall during the Audit referred to in **Clause 10** of this Agreement, be entitled to access the Records, SMS, DRM and related systems of the Operator in order to determine the correctness of various reports referred to in this **Schedule E**.
e) It is clarified that "Channel Penetration Incentive", "Identified Channel Penetration Incentive", "Subscriber Audit Incentive" and "Special Incentive" can be availed separately upon achievement of respective Incentive Eligibility Parameters.

- **LCN Requirements:**

1. **Condition Precedent for availing any of the Incentives under this Agreement:** To be entitled for Channel Penetration Incentives and/or, Identified Channel Penetration Incentives and/or Subscriber Audit Incentives and/or Special Incentive, the meeting the LCN rank as set out below, shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.
2. **LCN Penetration Qualifying Parameters: The Operator shall be entitled to any/all Incentives s**ubject to the Operator fulfilling the LCN requirements as per LCN Slabs set out hereinbelow, and meeting the eligibility parameters, including the LCN Penetration Qualifying Parameters set out in this Schedule C.
3. **LCN Slabs:** LCN Slabs shall be based on the Operator maintaining the LCN rank as per the LCN Slabs on Operator's Platform, in Operator's EPG system, for the Term for any/all of the ZEEL Channels, within specified genre and language (as listed in **Table A** below). LCN rank

would be measured against the Competing Channels tabulated against each of the ZEEL Channel listed below in Table A.

For the purpose of this Agreement, Competing Channel for each of ZEEL Channel shall mean the Channels of competing Broadcasters as listed against the concerned ZEEL Channel in Table A hereinbelow.

TABLE – A

Genre and Logical Channel Number (LCN) Slabs

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
1	Zee TV	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	1 to 4	5 to 6
2	&TV	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	1 to 6	7 to 8
3	Zee Anmol	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Pal, Star Bharat and similar channels	1 to 8	9 to 12
4	Big Magic	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Pal, Star Bharat and similar channels	1 to 10	11 to 14
5	Zee Cinema	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 3	4 to 5
6	&pictures	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 6	7 to 8
7	Zee Bollywood	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 8	9 to 10
8	Zee Anmol Cinema	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar	1 to 10	11 to 12

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
			channels		
9	**Action Cinema**	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 12	13 to 15
10	Zee Classic	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 12	13 to 16
11	Zee Anmol Cinema 2	**Movies (Hindi)**	**SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels**	1 to 18	19 to 25
12	Zing	Music (Hindi)	9XM, Mastiii, B4U Music, MIX, 9X Jalwa, Zoom, Music India, MTV and similar channels	1 to 5	6 to 8
13	Zee Zest	Infotainment (Hindi/English)	Discovery, Animal Planet, National Geographic and similar channels	1 to 2	3 to 4
14	Zee Punjabi	General Entertainment (Punjabi)	PTC Punjabi, Pitaara TV, Balle Balle, DD Punjabi and similar channels	1 to 2	3 to 4
15	Zee Biskope	Movies (Bhojpuri)	Bhojpuri Cinema, B4U Bhojpuri, Oscar Movies and similar channels	1 to 2	3 to 4
16	Zee Marathi	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	1 to 2	3 to 4
17	Zee Yuva	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	1 to 4	5 to 6
18	Zee Talkies	Movies (Marathi)	Fakt Marathi and similar channels	1 to 2	3 to 4

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
19	Zee Bangla	General Entertainment (Bangla)	Star Jalsha, Colors Bangla, Aath and similar channels	1 to 2	3 to 4
20	Zee Bangla Cinema	Movies (Bangla)	Jalsha Movies and similar channels	1 to 2	3 to 4
21	Zee Sarthak	General Entertainment (Odia)	Colors Oriya, Tarang TV, Star Kirano and similar channels	1 to 2	3 to 4
22	Zee Café	General Entertainment (English)	Comedy Central, Star World and similar channels	1 to 3	4 to 6
23	&flix	Movies (English / Hindi / Regional Languages)	Movies Now, Pix, Star Movies, MNX, Romedy Now and similar channels	1 to 4	5 to 7
24	Zee Kannada	General Entertainment (Kannada)	Colors Kannada, Star Suvarna, Udaya TV, Suvarna Plus, Udaya Comedy and similar channels	1 to 4	5 to 6
25	Zee Picchar	Movies (Kannada)	Star Suvarna Plus, Udaya Movies, Colors Kannada Cinema and similar channels	1 to 4	5 to 6
26	Zee Telugu	General Entertainment (Telugu)	ETV, Gemini TV, Maa TV, Maa Gold and similar channels	1 to 2	3 to 4
27	Zee Cinemalu	Movies (Telugu)	ETV Cinema, Gemini Movies, Maa Movies and similar channels	1 to 4	5 to 6
28	Zee Tamil	General Entertainment (Tamil)	Sun TV, Vijay, Colors Tamil and similar channels	1 to 3	4 to 5
29	Zee Thirai	Movies (Tamil)	KTV, Star Vijay Super, J Movies, Raj Digital Plus, Mega 24 and similar channels	1 to 3	4 to 5
30	Zee Keralam	General Entertainment (Malayalam)	Asianet, Asianet Plus, Surya TV, Flowers TV, Kairali TV, Mazhavil Manorama and similar channels	1 to 3	4 to 5
31	Zee TV HD	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	1 to 4	5 to 6

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
32	&TV HD	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	1 to 6	7 to 8
33	Zee Cinema HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 3	4 to 5
34	&pictures HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 6	7 to 8
35	&Xplor HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 7	8 to 10
36	Zee Zest HD	Infotainment (Hindi/English)	Discovery World HD, Animal Planet HD, National Geographic HD and similar channels	1 to 2	3 to 4
37	Zee Café HD	General Entertainment (English)	Comedy Central HD, Star World HD and similar channels	1 to 3	4 to 6
38	&flix HD	Movies (English / Hindi / Regional Languages)	Star Movies HD, Pix HD, Movies Now HD, MNX HD and similar channels	1 to 4	5 to 7
39	&prive HD	Movies (English)	Star Movies HD, Pix HD, Movies Now HD, MNX HD and similar channels	1 to 6	7 to 10
40	Zee Marathi HD	General Entertainment (Marathi)	Star Pravah HD, Colors Marathi HD and similar channels	1 to 2	3 to 4
41	Zee Talkies HD	Movies (Marathi)	Marathi Movie channels in High Definition	1 to 2	3 to 4
42	Zee Bangla HD	General Entertainment (Bangla)	Star Jalsha HD, Colors Bangla HD and similar channels	1 to 2	3 to 4
43	Zee Kannada HD	General Entertainment (Kannada)	Colors Kannada HD, Star Suvarna HD, Udaya HD and similar channels	1 to 4	5 to 6
44	Zee Picchar HD	Movies (Kannada)	Kannada Movie channels in High Definition	1 to 4	5 to 6
45	Zee Telugu HD	General Entertainment (Telugu)	ETV HD, Gemini TV HD, Star Maa HD and similar channels	1 to 2	3 to 4

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
46	Zee Cinemalu HD	Movies (Telugu)	Gemini Movies HD, Star Maa Movies HD and similar channels	1 to 4	5 to 6
47	Zee Tamil HD	General Entertainment (Tamil)	Sun TV HD, Star Vijay HD, Colors Tamil HD and similar channels	1 to 3	4 to 5
48	Zee Thirai HD	Movies (Tamil)	KTV HD and similar channels	1 to 2	3
49	Zee Keralam HD	General Entertainment (Malayalam)	Asianet HD, Surya HD, Mazhavil Manorama HD and similar channels	1 to 3	4 to 5

4. Operator has to place all Pay ZEEL Channels that have been availed by the Operator under this Agreement in Slab 1 in order to achieve "Slab 1 Eligibility". In case, the Operator places one or more Pay ZEEL Channel(s) in Slab 2, then the Operator will qualify for "Slab 2 Eligibility".
5. If any one or more Pay ZEEL Channels neither placed in Slab 1 nor in Slab 2, Operator shall not be eligible for any Incentive including Channel Penetration Incentives, Identified Channel Penetration Incentives, Subscriber Audit Incentives and Special Incentive.
6. For the purpose of determining the applicable LCN Slabs for each of the Pay ZEEL Channel, for the purpose of this **Schedule C** for Channels, all Local Channels and/or Platform Services of the Operator will be considered along with various broadcast channels.
7. In the event a Channel has different LCN ranks across Operator's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.
8. In the event that the Operator, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay ZEEL Channel(s) in the defined Slabs within 3 days from such displacement ("**Cure Period**"), then the Operator will not be eligible under the "LCN Slab Eligibility" for that particular month and the Operator will not receive any of the Incentives for any of the Pay ZEEL Channels availed by Operator under this Agreement for that particular month.
9. Operator shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

Table – B

<u>LCN Incentive Slabs</u>

Particular	Percentage Incentive	
	Slab 1 Eligibility	Slab 2 Eligibility
Maximum incentives for Channel Penetration	5%	3%

Particular	Percentage Incentive	
	Slab 1 Eligibility	**Slab 2 Eligibility**
Maximum incentives for Identified Channel Penetration	7%	4%
Maximum incentives for Subscriber Audit under Section 15(2)	2%	2%
Maximum incentives for Special Incentive	1%	1%
Total Maximum Incentives	**15%**	**10%**

- **Channel Penetration Incentive:**

a. Subject to the Operator complying with the eligibility parameters set out herein,, the Operator shall be eligible for Channel Penetration Incentive based on percentage penetration of a subscribed Channel achieved by Operator in its respective Target Market (as tabulated below). Channel Penetration shall be calculated as a percentage of the said Channel's "Total Active Subscriber base of the Operator" as mentioned in **Table C, Table D** and **Table E** herein below. For sake of clarity, Percentage Penetration of respective Channel will be calculated by dividing "Active Subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the Operator".

b. In case of the said ZEEL Channel(s) has a Standard-Definition variant and corresponding High-Definition variant then, for the Standard-Definition Channel, "Active Subscriber base of the Channel" mean Total Active Subscribers of the Standard-Definition variant of the Channel and the "Total Active Subscriber base of the Operator" shall mean total active subscribers of the Operator who have subscribed to only Standard-Definition Channel(s). and in case the said ZEEL Channel(s) is a High-Definition Channel, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to at least one High-Definition Channel.

c. In case of the said ZEEL Channel(s) has only a Standard-Definition variant then, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to Standard-Definition Channel(s) as well as High-Definition Channel(s).

d. In case of the said ZEEL Channel(s) has only a High-Definition variant then, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to one or more High-Definition Channel(s).

e. In case of Zee Thirai and Zee Picchar, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to Standard-Definition Channel(s) as well as High-Definition Channel(s).

f. Once the Channel Penetration is calculated, the Channel Penetration Incentive shall be paid basis the Penetration Achievement of a ZEEL Channel as against the prescribed Penetration Threshold for that Channel in the Target Market tabulated below by the Operator and the applicable Slab eligibility under the Channel Penetration Incentive Slabs set out below.

Table – C

<u>Channel Penetration Incentive Slabs</u>

Penetration Achievement	**% Incentive (Slab 1 Eligibility)**	**% Incentive (Slab 2 Eligibility)**
As per Channel wise penetration requirement as mentioned in Table D below	5.0%	3.0%
5 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	3.0%	1.5%
10 p.p. less than penetration requirement (2 p.p. for "Low Penetration Requirement Channels")	1.5%	0.5%

P.p. means absolute percentage point.

"Low Penetration Requirement Channels" include Channels for which penetration requirement is less than 40%.

Table – D (1)

Target Market wise Penetration Thresholds for "Standard Definition" Pay ZEEL Channels which are part of Hindi Family Packs, All-in-One Packs and English Prime Packs

Channel	Gujarat	Madhya Pradesh	Chhattisgarh	Rajasthan	Uttar Pradesh	Uttarakhand	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Punjab / Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Zee TV	85%	85%	85%	85%	85%	85%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
&TV	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Anmol	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&pictures	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Bollywood	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Anmol Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Big Magic	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Action Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Classic	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zing	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Punjabi	80%	80%	80%	80%	80%	80%				70%	70%	90%	90%	90%	90%	90%	80%	80%
Zee Anmol Cinema 2	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Biskope	80%	80%	80%	80%	80%	80%		55%		70%	70%	80%	80%	80%	80%	80%	90%	90%
Zee Café	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%

Table D(2)

Target Market wise Penetration Thresholds for "Standard Definition" Pay ZEEL Channels which are part of Regional Prime Packs and Regional Family Packs

Channel	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Bihar	Jharkhand	Karnataka	Andhra Pradesh	Telangana	Tamil Nadu / Pondicherry	Kerala
Zee Bollywood	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zing	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Café	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
Zee Marathi	90%											
Zee Talkies	90%											
Zee Yuva	90%											
Zee Bangla		90%		70%	70%	25%	40%					
Zee Bangla Cinema		90%		70%	70%	25%	40%					
Zee Sarthak			90%									
Zee Kannada								90%				
Zee Picchar								90%				
Zee Telugu									90%	90%		
Zee Cinemalu									90%	90%		
Zee Tamil											90%	
Zee Thirai											90%	
Zee Keralam												90%

Table D(3)

Target Market wise Penetration Thresholds for "High Definition" Pay ZEEL Channels which are part of Hindi Family Packs, All-in-One Packs and English Prime Packs

Channel	Gujarat	Madhya Pradesh	Chhattisgarh	Rajasthan	Uttar Pradesh	Uttarakhand	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Punjab / Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Zee TV HD	85%	85%	85%	85%	85%	85%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
&TV HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cinema HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&pictures HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&xplor HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cafe HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&prive HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%

Table D(4)

Target Market wise Penetration Thresholds for "High Definition" Pay ZEEL Channels which are part of Regional Prime Packs and Regional Family Packs

Channel	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Bihar	Jharkhand	Karnataka	Andhra Pradesh	Telangana	Tamil Nadu / Pondicherry	Kerala
Zee Zest HD	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Marathi HD	90%											
Zee Talkies HD	90%											
Zee Bangla HD		90%		70%	70%	25%	40%					
Zee Kannada HD								90%				
Zee Telugu HD									90%	90%		
Zee Cinemalu HD									90%	90%		
Zee Tamil HD											90%	
Zee Keralam HD												90%

NOTE:

- "Rest of NESA" market includes Arunachal Pradesh, Nagaland, Manipur, Mizoram, Meghalaya, Tripura. Penetration Threshold requirement for Dadra & Nagar Haveli and Daman & Diu will be as per Gujarat. Penetration Threshold for Sikkim will be as per West Bengal, Penetration Threshold for Lakshadweep will be as per Kerala. Penetration Threshold for Andaman & Nicobar Islands will be as per Hindi Speaking states like Madhya Pradesh or Gujarat or Rajasthan.

- For other ZEEL Channel(s) for which the required Penetration Threshold is not mentioned in **Table D(1),** Table D(2), Table D(3) and Table D(4) above, the Operator shall be eligible for maximum Channel Penetration Incentive as per LCN "Slab Eligibility" in **Table C** above.

- For clarification, in Gujarat, if the Penetration Achievement of Zee TV reaches 40% in A-la-carte and 45% as part of a Bouquet, then the Operator would be eligible to get the above-mentioned Penetration Incentive, as the Penetration Achievement of Zee TV would be equal to Penetration Threshold i.e. 85%. In such case, the Penetration Incentive will be calculated in proportion to the Channel's revenue on A-la-carte basis as well as in a bouquet, i.e. on the Maximum Retail Price and the 'effective price' of the Channel, respectively.

  - **Identified Channel Penetration Incentive**:

    a. Subject to the Operator complying with the eligibility parameters set out in this Schedule, the Operator shall be eligible for Identified Channel Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table E(2) below.
    b. If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table E(2), then the Operator will be eligible for Identified Channel Penetration Incentive on all ZEEL Channels in that Target Market as set out in Table E(1) depending on the "Identified Channel Penetration Criteria" and "Slab Eligibility" as per Clause 4 of this Schedule C above.
    c. If any one or more of Identified Channel(s) does not achieve required penetration in respective Target Market as per Criteria A but achieves penetration as per Criteria B, then Identified Channel Penetration Incentive will be calculated as per Criteria B as mentioned in Table E(1) below for all ZEEL Channels.
    d. Further, if any one or more of Identified Channel(s) achieves penetration in respective Target Market neither as per Criteria A nor as per Criteria B, then Operator shall not be eligible for any Identified Channel Penetration Incentive in that Target Market for all ZEEL Channels.
    e. For sake of clarity, percentage penetration of respective Identified Channel will be calculated as set out in Clause 5 of this Schedule C above.
    f. Once each of the Identified Channel's Penetration is calculated, and corresponding "Identified Channel Penetration Criteria" is achieved, then the Identified Channel Penetration Incentive shall be calculated basis the applicable LCN Slab eligibility under the Identified Channel Penetration Incentive Slabs set out below.
    g. In case the Operator fails to achieve required penetration threshold for even a single Identified Channel as set out in Table E(2) below, the Operator shall not be eligible for any "Identified Channel Penetration Incentive".
    h. It is further clarified that in the event the Operator is unable to achieve the Penetration for even a single Identified Channel as per the Penetration Threshold in Table E(2) and the Slab Eligibility under the Penetration slab, the Operator shall still be eligible for the Channel

Penetration Incentive in which case, the penetration percentage shall be computed for that particular Channel in the manner set out in Channel Penetration Incentive in Table C above.

i. For Example, in the state of Gujarat, Zee TV, &TV, Zee Cinema and &pictures are the "Identified Channels". If each of these four Channels achieve penetration of 75% or more in Gujarat, the Operator will be eligible for "Identified Channel Penetration Criteria A". In this example, let us assume that Operator has placed all ZEEL Channels as per LCN Slab 1 so that the Operator has achieved "Slab 1 Eligibility". As the Operator has achieved "Identified Channel Penetration Criteria A" and "Slab 1 Eligibility", then as per Table E(1), the Operator will be eligible for 7% Identified Channel Penetration Incentive for Gujarat. Identified Channel Penetration shall be calculated as a percentage penetration of each Identified Channel over "Total Active Subscriber base of the Operator".

Table E(1)

Identified Channel Penetration Incentive

Identified Channel Penetration Incentive	**Slab 1 Eligibility**	**Slab 2 Eligibility**
Identified Channel Penetration Criteria A	7.0%	4.0%
Identified Channel Penetration Criteria B	3.5%	2.0%

Table E(2)

Target Market wise Penetration Thresholds for Identified Channels

Market	**Standard Definition Identified Channels**		**High Definition Identified Channels**	
	Each of Identified Channels Penetration Criteria A	**Each of Identified Channels Penetration Criteria B**	**Each of Identified Channels Penetration Criteria A**	**Each of Identified Channels Penetration Criteria B**
Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chhattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand,	75%	65%	40%	30%

Market	Standard Definition Identified Channels		High Definition Identified Channels	
	Each of Identified Channels Penetration Criteria A	**Each of Identified Channels Penetration Criteria B**	**Each of Identified Channels Penetration Criteria A**	**Each of Identified Channels Penetration Criteria B**
Andaman & Nicobar Islands				
Maharashtra, Goa	75%	65%	40%	30%
West Bengal, Tripura, Sikkim	50%	40%	25%	15%
Odisha	60%	50%	25%	15%
Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram &Nagaland.	65%	55%	40%	30%
Karnataka, Andhra Pradesh, Telangana, Tamil Nadu, Pondicherry, Kerala, Lakshadweep	75%	65%	40%	30%

Table E (3)

Target Market wise List of Identified Channels

for ascertaining Total Identified Channel Penetration achievement

Market	List of Identified Channels in SD	List of Identified Channels in HD*

Market	List of Identified Channels in SD	List of Identified Channels in HD*
Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chhattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Sikkim, Jharkhand, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Andaman & Nicobar	Zee TV, &TV, Zee Cinema, &pictures	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD
Maharashtra, Goa	Zee TV, &TV, Zee Cinema, &pictures, Zee Marathi, Zee Talkies	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Marathi HD, Zee Talkies HD
West Bengal, Tripura	Zee TV, &TV, Zee Cinema, &pictures, Zee Bangla, Zee Bangla Cinema	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bangla HD, Zee Bangla Cinema
Odisha	Zee TV, &TV, Zee Cinema, &pictures, Zee Sarthak	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Sarthak
Karnataka	Zee Kannada, Zee Picchar	Zee Kannada HD, Zee Picchar
AP, Telangana	Zee Telugu, Zee Cinemalu	Zee Telugu HD, Zee Cinemalu HD
Tamil Nadu, Pondicherry	Zee Tamil, Zee Thirai	Zee Tamil HD, Zee Thirai
Kerala, Lakshadweep	Zee Keralam, Zee Bollywood, Zee Zest	Zee Keralam HD, Zee Bollywood, Zee Zest HD

- **<u>Subscriber Audit Incentive</u>**:

(a) Subject to the Operator complying with the eligibility parameters set out herein, Operator shall be eligible for Subscriber Audit Incentives if the Operator enables and ensures that the Broadcaster caused Audit as per Regulation 15(2) of the Interconnection Regulations is successfully completed as per "Audit Date" defined below as per **Table F** below:

Table F

Subscriber Audit Incentive under Section 15(2) Slab

Audit Date in terms of Section 15(2)	**Percentage Incentive**	**Audit Incentive Slab**
Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	2.0%	Audit Incentive Slab "A"
Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.0%	Audit Incentive Slab "B"

(b) All timelines are as per calendar year. The actual Audit commencement date shall be considered as "Audit Date" if Total Active Subscriber base is less than 5 lakh. If Total Active Subscriber base is greater than 5 lakhs then the date of Audit report submission of the Audit causes under Regulation 15(2) of the Interconnection Regulations shall be considered as "Audit date".

(c) For the purpose of eligibility of the Subscriber Audit Incentive, it shall be mandatory that the Audit under Regulation 15(2) of the Interconnection Regulations is successfully completed i.e. where Audit report is published by the Auditor and shared with the ZEEL by the Audit Date, is eligible for incentives.

(d) Audit shall be conducted in accordance with the applicable TRAI Regulations, as may be amended from time to time and as per the scope of Audit set out in this Agreement by TRAI Empanelled Auditor. It is further clarified that the said Audit will be conducted independent of the incentive structure and the same shall have no bearing and/or impact and/or influence on the Audit process and Audit period.

(e) If "Audit date" of previous "Successfully completed Audit" is within 12 months from the "Audit date" in the NTO 3.0, then Audit Incentive Slab "A" shall be applicable irrespective of the "Audit date"

- **Special Incentive**:

a. Subject to the Operator meeting eligibility parameters for availing any Incentive as set out herein, the Operator shall be eligible for Special Incentive based on data shared with ZEEL with respect to Subscriber base of the Operator as detailed herein. The Operator shall be eligible for a Special incentive of **1%** if the Operator provides information as mentioned below in the format set out in **Table No's 4 to 8** of **Schedule E** to this Agreement.

b. Special Incentive for any month will be applicable if the following information (by state / district / city) is provided to ZEEL for that particular month:

i. Total de-active Subscriber base of Operator (Split by SD & HD)

ii. Total Active Subscriber base of the Operator subscribing to any FTA and Pay Channel(s) (Split by SD & HD)

iii. Total Active Subscriber base of the Operator subscribing to only FTA Channels.

iv. Total Active Subscriber base subscribing to any of ZEEL Channels (Split by SD & HD)

v. Total Active Subscriber base of the Operator split by Operator packages.

c. ZEEL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, ZEEL at sole discretion amend the Incentive Scheme in the event, during the Term, (i) ZEEL launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Schedule and/ or the Agreement includes any additional Channels (whether by way of a new launch, acquisition of any existing Channel or

otherwise), distributed by ZEEL and/ or its current or future subsidiaries, and in such an event ZEEL shall have the right to withdraw and/ or modify this Schedule and/ or the Incentives set out herein in its sole discretion.

- **Illustration for Incentive for Channels selected on A-la-carte and Bouquet basis:**

This illustration pertains to an Operator which has Total Active Subscriber Base of 1,00,000 Subscribers spread across 3 states of Maharashtra/Goa, Gujarat and Karnataka. For the sake of illustration, it is assumed that the Operator has selected few ZEEL Bouquets and few ZEEL Channels on a-la-carte basis and has reported Subscribers base and LCN ranks as mentioned Table 1, Table 2 and Table 3 below. The Total Subscriber base for each of the Subscribed Channel in the state is calculated basis summation of Subscribers of the respective Channel from all ZEEL Bouquets and from A-la-carte basis for the said Channel.

Below is the summary of various scenarios under which the Operator is eligible to get respective incentives.

Incentive Type	**Grades**	**All Zee Channel in LCN Slab 1**	**Any 1 Zee Channel in LCN Slab 2**
Channel Penetration	Required Penetration (e.g. Zee TV >= 85%)	**5.00%**	**3.00%**
	5 p.p. less Penetration (e.g. Zee TV >= 80% and <85%)	3.00%	1.50%
	10 p.p. less Penetration (e.g. Zee TV >= 75% and <80%)	1.50%	0.50%
Identified Channel Penetration	Required Penetration (e.g. 75%)	**7.00%**	**4.00%**
	10 p.p. less Penetration (e.g. 65%)	3.50%	2.00%
Subscriber Audit **Under section 15(2)**	Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	**2.00%**	**2.00%**
	Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.00%	1.00%

Incentive Type	**Grades**	**All Zee Channel in LCN Slab 1**	**Any 1 Zee Channel in LCN Slab 2**
Special Incentive	Data provided as per requirement	**1.00%**	**1.00%**
Total Maximum Incentive		**15.00%**	**10.00%**

For the sake of illustration, we are assuming that the Operator has submitted reports as per formats as mentioned in Schedule E. Below is the snapshot of various reports submitted by Operator.

(a) State-wise Total Active Subscriber Base of Operator

(b) State-wise Monthly Subscription for bouquet of Pay ZEEL Channel and/or A-la-carte Channel

(c) LCN Report for Pay ZEEL Channel

Table 1

State-wise Total Active Subscriber Base of Operator

S. N.	State	Type of Subscriber (SD / HD)	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber of the Operator in State
A	B	C	D	E	F	G	H = (D+E+F+G) /4
1	Mah/Goa	SD	28,500	29,250	30,750	31,500	30,000
2	Gujarat	SD	48,200	49,100	50,900	51,800	50,000
3	Karnataka	SD	19,000	19,500	20,500	21,000	20,000

Table 2

State-wise Monthly Subscription for Bouquet of Pay ZEEL Channel and/or A-la-carte Channel

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	Operator's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
A	B	C	D	E	F	G	H	I	J = (F+G+H+I)/4
1	Zee Family Pack Hindi SD	Mah/ Goa	ZSDB1HNDI112	****	630	582	612	576	600
2	Zee All-in-One Pack Hindi SD	Mah/ Goa	ZSDB2HNDI112	****	315	291	306	288	300
3	Zee Family Pack	Mah/	ZSDB1MR	****					

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	Operator's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
	Marathi SD	Goa	TH112		25,200	23,280	24,480	23,040	24,000
4	Zee All-in-One Pack Marathi SD	Mah/ Goa	ZSDB2MRTH112	****	3,150	2,910	3,060	2,880	3,000
5	Zee Prime Pack Kannada SD	Mah/ Goa	ZSDB0KNDA112	****	630	582	612	576	600
6	Zee TV	Mah/ Goa	ZSD-ZEETV12	****	315	291	306	288	300
7	Zee Zest	Mah/ Goa	ZSD-ZZEST12	****	315	291	306	288	300
8	&flix	Mah/ Goa	ZSD-&FLIX12	****	630	582	612	576	600
9	Zee Cinema	Mah/ Goa	ZSD-ZCNMA12	****	1,890	1,746	1,836	1,728	1,800
10	Zee Marathi	Mah/ Goa	ZSD-ZMRTH12	****	1,575	1,455	1,530	1,440	1,500
11	Zee Kannada	Mah/ Goa	ZSD-ZKAND12	****	1,260	1,164	1,224	1,152	1,200
12	Zee Family Pack Hindi SD	Gujarat	ZSDB1HNDI112	****	36,750	33,950	35,700	33,600	35,000
13	Zee All-in-One Pack Hindi SD	Gujarat	ZSDB2HNDI112	****	5,250	4,850	5,100	4,800	5,000
14	Zee Family Pack Marathi SD	Gujarat	ZSDB1MRTH112	****	1,050	970	1,020	960	1,000
15	Zee All-in-One Pack Marathi SD	Gujarat	ZSDB2MRTH112	****	525	485	510	480	500

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	Operator's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
16	Zee Prime Pack Kannada SD	Gujarat	ZSDB0KNDA112	****	525	485	510	480	500
17	Zee TV	Gujarat	ZSD-ZEETV12	****	2,625	2,425	2,550	2,400	2,500
18	Zee Zest	Gujarat	ZSD-ZZEST12	****	3,150	2,910	3,060	2,880	3,000
19	&flix	Gujarat	ZSD-&FLIX12	****	1,050	970	1,020	960	1,000
20	Zee Cinema	Gujarat	ZSD-ZCNMA12	****	1,575	1,455	1,530	1,440	1,500
21	Zee Marathi	Gujarat	ZSD-ZMRTH12	****	1,575	1,455	1,530	1,440	1,500
22	Zee Kannada	Gujarat	ZSD-ZKAND12	****	3,150	2,910	3,060	2,880	3,000
23	Zee Family Pack Hindi SD	Karnataka	ZSDB1HNDI112	****	-	-	-	-	-
24	Zee All-in-One Pack Hindi SD	Karnataka	ZSDB2HNDI112	****	-	-	-	-	-
25	Zee Family Pack Marathi SD	Karnataka	ZSDB1MRTH112	****	-	-	-	-	-
26	Zee All-in-One Pack Marathi SD	Karnataka	ZSDB2MRTH112	****	2,100	1,940	2,040	1,920	2,000
27	Zee Prime Pack Kannada SD	Karnataka	ZSDB0KNDA112	****	18,900	17,460	18,360	17,280	18,000
28	Zee TV	Karnataka	ZSD-ZEETV12	****	420	388	408	384	400

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	Operator's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
29	Zee Zest	Karnataka	ZSD-ZZEST12	****	-	-	-	-	-
30	&flix	Karnataka	ZSD-&FLIX12	****	-	-	-	-	-
31	Zee Cinema	Karnataka	ZSD-ZCNMA12	****	1,260	1,164	1,224	1,152	1,200
32	Zee Marathi	Karnataka	ZSD-ZMRTH12	****	420	388	408	384	400
33	Zee Kannada	Karnataka	ZSD-ZKAND12	****	1,260	1,164	1,224	1,152	1,200

Table 3

LCN Report for Pay ZEEL Channels

Sr. No.	Name of Channel	Zee A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank
1	Zee TV	ZSD-ZEETV12	General Entertainment	Hindi	***	3
2	&TV	ZSD-ANDTV12	General Entertainment	Hindi	***	5
3	Zee Anmol	ZSD-ZANML12	General Entertainment	Hindi	***	10
4	Zee Cinema	ZSD-ZCNMA12	Movies	Hindi	***	2
5	&pictures	ZSD-ANDPC12	Movies	Hindi	***	6

Sr. No.	Name of Channel	Zee A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank
6	Zee Bollywood	ZSD-ZBOLL12	Movies	Hindi	***	7
7	Zee Anmol Cinema	ZSD-ZANCM12	Movies	Hindi	***	11
8	Big Magic	ZSD-ZMGIC12	General Entertainment	Hindi	***	8
9	Zee Classic	ZSD-ZCLAS12	Movies	Hindi	***	10
10	Action Cinema	ZSD-ZACTN12	Movies	Hindi	***	12
11	Zee Zest	ZSD-ZZEST12	Infotainment	Hindi / English	***	2
12	Zing	ZSD-ZZING12	Music	Hindi	***	4
13	Zee Punjabi	ZSD-PUNBB12	General Entertainment	Punjabi	***	2
14	Zee Anmol Cinema 2	ZSD-ZGNGA12	Movies	Hindi	***	1
15	Zee Biskope	ZSD-GNGAB12	Movies	Bhojpuri	***	2
16	Zee Café	ZSD-ZCAFE12	General Entertainment	English	***	3
17	&flix	ZSD-&FLIX12	Movies	English / Hindi / Regional Languages	***	4
18	Zee Marathi	ZSD-ZMRTH12	General Entertainment	Marathi	***	1
19	Zee Talkies	ZSD-ZTALK12	Movies	Marathi	***	1
20	Zee Yuva	ZSD-ZYUVA12	General Entertainment	Marathi	***	4
21	Zee Kannada	ZSD-	General	Kannada	***	1

Sr. No.	Name of Channel	Zee A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank
		ZKAND12	Entertainment			
22	Zee Picchar	ZSD-PCHAR12	Movies	Kannada	***	4

Detailed Incentive Conditions Calculation:

LCN Slab Achievement for subscribed Pay ZEEL Channels as per LCN Report submitted by Operator as per Table 3 above	Slab 1

Basis the LCN Slab achievement, the Operator will be eligible for rest of the incentives as per table below:

Particular	Percentage Incentive		
	All Pay Zee Group Channels placed as per Slab 1	**Any one or more Pay Zee Group Channels placed as per Slab 2**	**Any one or more Pay Zee Group Channels placed beyond Slab 2**
Maximum percentage incentives for Channel Penetration	5%	3%	0%
Maximum percentage incentives for Bouquet Penetration	7%	4%	0%
Maximum percentage incentives for Subscriber Audit under Section 15(2)	2%	2%	0%
Maximum percentage incentives for Special Incentive	1%	1%	0%
Total Maximum Percentage Incentives	**15%**	**10%**	**0%**
LCN Slab Achievement	**Yes**	**-**	**-**

Table 4

Calculation of Channel wise penetration through A-la-carte and Bouquets

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
A	B	C	D	E	F	G	H	I	J = D+E+F+G+H+I	K	L = J / K
1	Zee TV	Mah/Goa	300	600	300	24,000	3,000	-	28,200	30,000	94%
2	&TV	Mah/Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
3	Zee Anmol	Mah/Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
4	Zee Cinema	Mah/Goa	1,800	600	300	24,000	3,000	-	29,700	30,000	99%
5	&pictures	Mah/Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
6	Zee Bollywood	Mah/Goa	-	600	300	24,000	3,000	600	28,500	30,000	95%
7	Zee Anmol Cinema	Mah/Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
8	Big Magic	Mah/Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
9	Action Cinema	Mah/Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
10	Zee Classic	Mah/Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
11	Zee Zest	Mah/Goa	300	600	300	24,000	3,000	600	28,800	30,000	96%
12	Zing	Mah/Goa	-	600	300	24,000	3,000	600	28,500	30,000	95%
13	Zee Punjabi	Mah/Goa	-	600	300	-	-	-	900	30,000	3%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
14	Zee Anmol Cinema 2	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
15	Zee Biskope	Mah/ Goa	-	600	300	-	-	-	900	30,000	3%
16	Zee Café	Mah/ Goa	-	-	300	-	3,000	-	3,300	30,000	11%
17	&flix	Mah/ Goa	600	-	300	-	3,000	-	3,900	30,000	13%
18	Zee Marathi	Mah/ Goa	1,500	-	-	24,000	3,000	-	28,500	30,000	95%
19	Zee Talkies	Mah/ Goa	-	-	-	24,000	3,000	-	27,000	30,000	90%
20	Zee Yuva	Mah/ Goa	-	-	-	24,000	3,000	-	27,000	30,000	90%
21	Zee Kannada	Mah/ Goa	1,200	-	-	-	-	600	1,800	30,000	6%
22	Zee Picchar	Mah/ Goa	-	-	-	-	-	600	600	30,000	2%
23	Zee TV	Gujarat	2,500	35,000	5,000	1,000	500	-	44,000	50,000	88%
24	&TV	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
25	Zee Anmol	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
26	Zee Cinema	Gujarat	1,500	35,000	5,000	1,000	500	-	43,000	50,000	86%
27	&pictures	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
28	Zee Bollywood	Gujarat	-	35,000	5,000	1,000	500	500	42,000	50,000	84%
29	Zee Anmol Cinema	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
30	Big Magic	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
31	Action Cinema	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
32	Zee Classic	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
33	Zee Zest	Gujarat	3,000	35,000	5,000	1,000	500	500	45,000	50,000	90%
34	Zing	Gujarat	-	35,000	5,000	1,000	500	500	42,000	50,000	84%
35	Zee Punjabi	Gujarat	-	35,000	5,000	-	-	-	40,000	50,000	80%
36	Zee Anmol Cinema 2	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
37	Zee Biskope	Gujarat	-	35,000	5,000	-	-	-	40,000	50,000	80%
38	Zee Café	Gujarat	-	-	5,000	-	500	-	5,500	50,000	11%
39	&flix	Gujarat	1,000	-	5,000	-	500	-	6,500	50,000	13%
40	Zee Marathi	Gujarat	1,500	-	-	1,000	500	-	3,000	50,000	6%
41	Zee Talkies	Gujarat	-	-	-	1,000	500	-	1,500	50,000	3%
42	Zee Yuva	Gujarat	-	-	-	1,000	500	-	1,500	50,000	3%
43	Zee Kannada	Gujarat	3,000	-	-	-	-	500	3,500	50,000	7%
44	Zee Picchar	Gujarat	-	-	-	-	-	500	500	50,000	1%
45	Zee TV	Karnataka	400	-	-	-	2,00	-	2,400	20,000	12%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
							0				
46	&TV	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
47	Zee Anmol	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
48	Zee Cinema	Karnataka	1,200	-	-	-	2,000	-	3,200	20,000	16%
49	&pictures	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
50	Zee Bollywood	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
51	Zee Anmol Cinema	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
52	Big Magic	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
53	Action Cinema	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
54	Zee Classic	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
55	Zee Zest	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
56	Zing	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
57	Zee Punjabi	Karnataka	-	-	-	-	-	-	-	20,000	0%
58	Zee Anmol Cinema 2	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
59	Zee Biskope	Karnataka	-	-	-	-	-	-	-	20,000	0%
60	Zee Café	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
6	&flix	Karna									10%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
1		taka	-	-	-	-	2,000	-	2,000	20,000	
62	Zee Marathi	Karnataka	400	-	-	-	2,000	-	2,400	20,000	12%
63	Zee Talkies	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
64	Zee Yuva	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
65	Zee Kannada	Karnataka	1,200	-	-	-	-	18,000	19,200	20,000	96%
66	Zee Picchar	Karnataka	-	-	-	-	-	18,000	18,000	20,000	90%

Table 5

Calculation of Channel Penetration Incentive

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Annexure 4	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
A	B	C	D	E	F
1	Zee TV	Mah/Goa	80.0%	94%	5.0%
2	&TV	Mah/Goa	80.0%	93%	5.0%
3	Zee Anmol	Mah/Goa	80.0%	93%	5.0%
4	Zee Cinema	Mah/Goa	80.0%	99%	5.0%
5	&pictures	Mah/Goa	80.0%	93%	5.0%
6	Zee Bollywood	Mah/Goa	80.0%	95%	5.0%
7	Zee Anmol Cinema	Mah/Goa	80.0%	93%	5.0%
8	Big Magic	Mah/Goa	80.0%	93%	5.0%
9	Action Cinema	Mah/Goa	80.0%	93%	5.0%
10	Zee Classic	Mah/Goa	80.0%	93%	5.0%
11	Zee Zest	Mah/Goa	80.0%	96%	5.0%
12	Zing	Mah/Goa	80.0%	95%	5.0%
13	Zee Punjabi	Mah/Goa	0.0%	3%	5.0%
14	Zee Anmol Cinema 2	Mah/Goa	80.0%	93%	5.0%
15	Zee Biskope	Mah/Goa	0.0%	3%	5.0%
16	Zee Café	Mah/Goa	10.0%	11%	5.0%
17	&flix	Mah/Goa	10.0%	13%	5.0%
18	Zee Marathi	Mah/Goa	90.0%	95%	5.0%
19	Zee Talkies	Mah/Goa	90.0%	90%	5.0%
20	Zee Yuva	Mah/Goa	90.0%	90%	5.0%

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Annexure 4	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
21	Zee Kannada	Mah/Goa	0.0%	6%	5.0%
22	Zee Picchar	Mah/Goa	0.0%	2%	5.0%
23	Zee TV	Gujarat	85.0%	88%	5.0%
24	&TV	Gujarat	80.0%	83%	5.0%
25	Zee Anmol	Gujarat	80.0%	83%	5.0%
26	Zee Cinema	Gujarat	80.0%	86%	5.0%
27	&pictures	Gujarat	80.0%	83%	5.0%
28	Zee Bollywood	Gujarat	80.0%	84%	5.0%
29	Zee Anmol Cinema	Gujarat	80.0%	83%	5.0%
30	Big Magic	Gujarat	80.0%	83%	5.0%
31	Action Cinema	Gujarat	80.0%	83%	5.0%
32	Zee Classic	Gujarat	80.0%	83%	5.0%
33	Zee Zest	Gujarat	80.0%	90%	5.0%
34	Zing	Gujarat	80.0%	84%	5.0%
35	Zee Punjabi	Gujarat	80.0%	80%	5.0%
36	Zee Anmol Cinema 2	Gujarat	80.0%	83%	5.0%
37	Zee Biskope	Gujarat	80.0%	80%	5.0%
38	Zee Café	Gujarat	10.0%	11%	5.0%
39	&flix	Gujarat	10.0%	13%	5.0%
40	Zee Marathi	Gujarat	0.0%	6%	5.0%
41	Zee Talkies	Gujarat	0.0%	3%	5.0%
42	Zee Yuva	Gujarat	0.0%	3%	5.0%
43	Zee Kannada	Gujarat	0.0%	7%	5.0%

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Annexure 4	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
44	Zee Picchar	Gujarat	0.0%	1%	5.0%
45	Zee TV	Karnataka	0.0%	12%	5.0%
46	&TV	Karnataka	0.0%	10%	5.0%
47	Zee Anmol	Karnataka	0.0%	10%	5.0%
48	Zee Cinema	Karnataka	0.0%	16%	5.0%
49	&pictures	Karnataka	0.0%	10%	5.0%
50	Zee Bollywood	Karnataka	80.0%	100%	5.0%
51	Zee Anmol Cinema	Karnataka	0.0%	10%	5.0%
52	Big Magic	Karnataka	0.0%	10%	5.0%
53	Action Cinema	Karnataka	0.0%	10%	5.0%
54	Zee Classic	Karnataka	0.0%	10%	5.0%
55	Zee Zest	Karnataka	80.0%	100%	5.0%
56	Zing	Karnataka	80.0%	100%	5.0%
57	Zee Punjabi	Karnataka	0.0%	0%	5.0%
58	Zee Anmol Cinema 2	Karnataka	0.0%	10%	5.0%
59	Zee Biskope	Karnataka	0.0%	0%	5.0%
60	Zee Café	Karnataka	10.0%	10%	5.0%
61	&flix	Karnataka	10.0%	10%	5.0%
62	Zee Marathi	Karnataka	0.0%	12%	5.0%
63	Zee Talkies	Karnataka	0.0%	10%	5.0%
64	Zee Yuva	Karnataka	0.0%	10%	5.0%
65	Zee Kannada	Karnataka	90.0%	96%	5.0%
66	Zee Picchar	Karnataka	90.0%	90%	5.0%

Table 6

Calculation of Identified Channel Penetration Incentive

Sr. No.	Market	Identified Channel	Penetration Achievement	Identified Channel Penetration Criteria Achievement	Identified Channel Penetration Incentive Achievement
A	B	C	D	E	F
1	Mah/Goa	Zee TV	94.00%	Identified Channels Penetration Criteria A	7.00%
		&TV	93.00%		
		Zee Cinema	99.00%		
		&pictures	93.00%		
		Zee Marathi	95.00%		
		Zee Talkies	90.00%		
2	Gujarat	Zee TV	88.00%	Identified Channels Penetration Criteria A	7.00%
		&TV	83.00%		
		Zee Cinema	86.00%		
		&pictures	83.00%		
3	Karnataka	Zee Kannada	96.00%	Identified Channels Penetration Criteria A	7.00%
		Zee Picchar	90.00%		

Table 7

Subscriber Audit Incentive and Special Incentive

Sr. No.	Incentive Type	Criteria for meeting condition	Achievement	Applicable Incentive
1	Subscriber Audit	Subscriber Audit done under Section 15(2)	H1	2%

Sr. No.	Market	Identified Channel	Penetration Achievement	Identified Channel Penetration Criteria Achievement	Identified Channel Penetration Incentive Achievement
A	B	C	D	E	F
2	Special Incentive	Data provided by Operator as per requirement?		Yes	1%

Basis the information submitted in above reports and penetration achievement, the Operator will be eligible for below Incentive percentage.

Incentive Type	Achieved Incentive% in Mah/Goa	Achieved Incentive% in Gujarat	Achieved Incentive% in Karnataka
Achieved percentage incentives for Channel Penetration	5%	5%	5%
Achieved percentage incentives for Identified Channel Penetration	7%	7%	7%
Achieved percentage incentives for Subscriber Audit under Section 15(2)	2%	2%	2%
Achieved percentage incentives for Special Incentive	1%	1%	1%
Total Percentage Incentives Achieved	**15%**	**15%**	**15%**

Table 8

Calculation of Incentive Amount

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
A	B	C	D	E	F = D / E	G	H	I = F * H * 80%	J = I / 80% * E
1	A-la-carte	Zee TV	Mah/	15.0%					

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
			Goa		300	19.00	19.00	4,560	855
2	A-la-carte	&TV	Mah/ Goa	15.0%	-	6.00	6.00	-	-
3	A-la-carte	Zee Anmol	Mah/ Goa	15.0%	-	0.10	0.10	-	-
4	A-la-carte	Zee Cinema	Mah/ Goa	15.0%	1,800	19.00	19.00	27,360	5,130
5	A-la-carte	&pictures	Mah/ Goa	15.0%	-	10.00	10.00	-	-
6	A-la-carte	Zee Bollywood	Mah/ Goa	15.0%	-	3.00	3.00	-	-
7	A-la-carte	Zee Anmol Cinema	Mah/ Goa	15.0%	-	0.10	0.10	-	-
8	A-la-carte	Big Magic	Mah/ Goa	15.0%	-	0.10	0.10	-	-
9	A-la-carte	Action Cinema	Mah/ Goa	15.0%	-	0.10	0.10	-	-
10	A-la-carte	Zee Classic	Mah/ Goa	15.0%	-	0.10	0.10	-	-
11	A-la-carte	Zee Zest	Mah/ Goa	15.0%	300	1.00	1.00	240	45
12	A-la-carte	Zing	Mah/ Goa	15.0%	-	0.10	0.10	-	-
13	A-la-carte	Zee Punjabi	Mah/ Goa	15.0%	-	10.00	10.00	-	-
14	A-la-carte	Zee Anmol Cinema 2	Mah/ Goa	15.0%	-	0.10	0.10	-	-
15	A-la-carte	Zee Biskope	Mah/ Goa	15.0%	-	0.10	0.10	-	-
16	A-la-carte	Zee Café	Mah/ Goa	15.0%	-	10.00	10.00	-	-
17	A-la-carte	&flix	Mah/ Goa	15.0%	600	15.00	15.00	7,200	1,350
18	A-la-carte	Zee Marathi	Mah/ Goa	15.0%	1,500	19.00	19.00	22,800	4,275
19	A-la-carte	Zee Talkies	Mah/ Goa	15.0%	-	9.00	9.00	-	-
20	A-la-carte	Zee Yuva	Mah/ Goa	15.0%	-	1.00	1.00	-	-
21	A-la-carte	Zee Kannada	Mah/ Goa	15.0%	1,200	19.00	19.00	18,240	3,420
22	A-la-carte	Zee Picchar	Mah/ Goa	15.0%	-	15.00	15.00	-	-
23	Zee Family Pack Hindi SD	Zee TV	Mah/ Goa	15.0%	600	19.00	12.98	6,230	1,168
24	Zee Family Pack Hindi SD	&TV	Mah/ Goa	15.0%	600	6.00	4.10	1,967	369
2	Zee Family Pack	Zee Anmol	Mah/	15.0%					

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
5	Hindi SD		Goa		600	0.10	0.07	33	6
26	Zee Family Pack Hindi SD	Zee Cinema	Mah/ Goa	15.0%	600	19.00	12.98	6,230	1,168
27	Zee Family Pack Hindi SD	&pictures	Mah/ Goa	15.0%	600	10.00	6.83	3,279	615
28	Zee Family Pack Hindi SD	Zee Bollywood	Mah/ Goa	15.0%	600	3.00	2.05	984	184
29	Zee Family Pack Hindi SD	Zee Anmol Cinema	Mah/ Goa	15.0%	600	0.10	0.07	33	6
30	Zee Family Pack Hindi SD	Big Magic	Mah/ Goa	15.0%	600	0.10	0.07	33	6
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275	Zee Prime Pack Kannada SD	Zee Bollywood	Karnataka	15.0%	18,000	3.00	2.20	31,748	5,953
276	Zee Prime Pack Kannada SD	Zee Zest	Karnataka	15.0%	18,000	1.00	0.73	10,583	1,984
277	Zee Prime Pack Kannada SD	Zing	Karnataka	15.0%	18,000	0.10	0.07	1,058	198
278	Zee Prime Pack Kannada SD	Zee Kannada	Karnataka	15.0%	18,000	19.00	13.96	2,01,071	37,701
279	Zee Prime Pack Kannada SD	Zee Picchar	Karnataka	15.0%	18,000	15.00	11.02	1,58,740	29,764
							Total	**36,85,520**	**6,91,035**

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B. <u>SERVICE FORM 2</u>

AMENDMENT AGREEMENT FOR MODIFICATION OF SUBSCRIBED ZEEL CHANNELS AND/OR ZEE BOUQUETS

This Amendment Agreement ("**Amendment Agreement**") for modification of subscribed ZEEL Channels and/or Zee Bouquets is made on this _____ day of ___ 20__, by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Indian Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at 1493, 1st Floor, above Canara Bank, Chandni Chowk, New Delhi-110006 (hereinafter referred to as "**ZEEL**" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

IPTV Operator (M/s):
_____
Legal Status: ☐ Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ LLP ☐ AOP ☐ Trust

(hereinafter referred to as the "**Operator**") which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("**HUF**")) of the OTHER PART.
Name of Authorized Signatory (Mr./Ms.):_____
CORRESPONDENCE ADDRESS:
_____
_____
Landmark:_____
Village:_____
City/Taluka: _____
District: _____
Pin: _____
State: _____
Tel. No - STD Code: _____ No.: _____
Mobile No._____
Fax No - STD Code:_____ No.: _____
E mail ID: _____
Contact Person: _____
Designation of Contact Person: _____

ZEEL and the Operator are hereinafter individually and collectively referred to as "**Party**" and "**Parties**" respectively.

WHEREAS, the Operator has entered into an Interconnection Agreement bearing no. _____dated _____ along with any executed amendment Agreements (if any) ("**Interconnection Agreement")** whereby the Operator is granted the non-exclusive right by ZEEL to distribute the subscribed ZEEL Channels as set out

therein, to its Subscribers in the Authorized Area for a period commencing on _____ and ending on _____ ("**Term**");

WHEREAS, the Operator now intends to modify ZEEL Channels on A-la-carte basis and/or Zee Bouquets and/or avail Incentives with effect from _____ (hereinafter **"Effective Date")** under the Interconnection Agreement for the Term. Accordingly, the Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by Operator to modify ZEEL Channel(s) and/or Zee Bouquets and/or to avail Incentive in accordance with the terms and condition set out hereinafter. The Parties agree that the modification to the subscribed ZEEL Channel(s) and/or Zee Bouquet(s) and/or subscribe to New Channel(s) and or New Bouquet(s) and/or for availing Incentive shall be given effect from the Effective Date of this Amendment Agreement.

ZEEL and the Operator are each referred to herein as a "**Party"** and collectively as the "**Parties**".

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. **Subscribed ZEEL Channels and/or Zee Bouquets-**

From the Effective Date, the Subscribed ZEEL Channels and/or Zee Bouquets opted by Operator under the Interconnection Agreement shall stand substituted and replaced by the ZEEL Channels and/or Zee Bouquets subscribed by the Operator under this Amendment Agreement subject to approval and receipt of requisite IRD (as defined in the Interconnection Agreement) from ZEEL at ZEEL's sole discretion.

The Parties agree that on execution of this Amendment Agreement, from the Effective Date,

a) the subscribed ZEEL Channels and/or Zee Bouquets opted by the Operator under the Interconnection Agreement in **Schedule A** of the Interconnection Agreement shall stand substituted with the ZEEL Channels and/or Zee Bouquets opted by the Operator in this **Annexure 1 and Annexure 2** to this Amendment Agreement; and
b) in the event the Operator opted for additional Channels, the details of IRDs in respect of all such additional subscribed ZEEL Channels availed from ZEEL under this Interconnection Agreement as specified in **Schedule J** shall be revised to include the details of IRDs in respect of all such subscribed additional ZEEL Channels availed under this Amendment Agreement under **Annexure 3** Service Form 2 from the Effective Date.
c) In the event the Operator has not opted for Incentive under the Interconnection Agreement but intends to avail the Incentive as set out in **Annexure 3** to this Amendment, the Operator may opt for the same by ticking in the "yes" block. In which case, subject to the fulfilment and compliance of the terms of the Interconnection Agreement read with this Amendment Agreement, the Operator will be entitled to Incentives in accordance with the terms of the Interconnection Agreement read with this Amendment Agreement from the Effective Date.

2. **Effective Date:** The Effective Date for this Amendment Agreement shall mean _____.

3. **Term:** This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

4. **Miscellaneous**

4.1 This Amendment Agreement together with the Interconnection Agreement constitutes the entire Agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto on and from the Effective Date of this Amendment Agreement.

4.2 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.

4.3 The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.

4.4 This Amendment Agreement, read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda, and documents exchanges and Agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

Signed for and on behalf of	Signed for an on behalf of
	ZEE Entertainment Enterprises Limited
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
WITNESS:	**WITNESS:**
Signature:	Signature:
Name:	Name:

Annexure 1 to Service Form 2

I. List of Zee Channels offered on A-la-carte basis for which signals are requested

We are desirous of availing the signals of the following Zee Channels are marked as yes in the table below on A-la-carte basis:

S. No.	Name of Channel	Genre	Language	A-la-carte Channel Code	**Select check box
1	Zee TV	General Entertainment	Hindi	ZSD-ZEETV12	☐
2	&TV	General Entertainment	Hindi	ZSD-ANDTV12	☐
3	Zee Anmol	General Entertainment	Hindi	ZSD-ZANML12	☐
4	Big Magic	General Entertainment	Hindi	ZSD-ZMGIC12	☐
5	Zee Cinema	Movies	Hindi	ZSD-ZCNMA12	☐
6	&pictures	Movies	Hindi	ZSD-ANDPC12	☐
7	Zee Bollywood	Movies	Hindi	ZSD-ZBOLL12	☐
8	Action Cinema	Movies	Hindi	ZSD-ZACTN12	☐
9	Zee Classic	Movies	Hindi	ZSD-ZCLAS12	☐
10	Zee Anmol Cinema	Movies	Hindi	ZSD-ZANCM12	☐
11	Zee Zest	Infotainment	Hindi / English	ZSD-ZZEST12	☐
12	Zing	Music	Hindi	ZSD-ZZING12	☐
13	Zee Café	General Entertainment	English	ZSD-ZCAFE12	☐
14	&flix	Movies	English / Hindi / Regional Languages	ZSD-&FLIX12	☐
15	Zee Marathi	General Entertainment	Marathi	ZSD-ZMRTH12	☐
16	Zee Talkies	Movies	Marathi	ZSD-ZTALK12	☐
17	Zee Yuva	General Entertainment	Marathi	ZSD-ZYUVA12	☐
18	Zee Bangla	General Entertainment	Bangla	ZSD-ZBNGL12	☐
19	Zee Bangla Cinema	Movies	Bangla	ZSD-ZBGCM12	☐
20	Zee Sarthak	General Entertainment	Odia	ZSD-ZSRTH12	☐
21	Zee Punjabi	General Entertainment	Punjabi	ZSD-PUNBB12	☐
22	Zee Anmol Cinema 2	Movies	Hindi	ZSD-ZGNGA12	☐
23	Zee Biskope	Movies	Bhojpuri	ZSD-GNGAB12	☐
24	Zee Tamil	General Entertainment	Tamil	ZSD-ZTAML12	☐
25	Zee Thirai	Movies	Tamil	ZSD-THRAI12	☐
26	Zee Telugu	General Entertainment	Telugu	ZSD-ZTELG12	☐
27	Zee Cinemalu	Movies	Telugu	ZSD-ZCNML12	☐
28	Zee	General Entertainment	Kannada	ZSD-ZKAND12	☐

	Kannada				
29	Zee Picchar	Movies	Kannada	ZSD-PCHAR12	☐
30	Zee Keralam	General Entertainment	Malayalam	ZSD-ZKRLM12	☐
31	Zee Chitramandir	Movies	Marathi	ZSD-ZCHTR12	☐
32	Zee TV HD	General Entertainment	Hindi	ZHD-ZEETV12	☐
33	&TV HD	General Entertainment	Hindi	ZHD-ANDTV12	☐
34	Zee Cinema HD	Movies	Hindi	ZHD-ZCNMA12	☐
35	&pictures HD	Movies	Hindi	ZHD-ANDPC12	☐
36	&xplor HD	Movies	Hindi	ZHD-&XPLR12	☐
37	Zee Zest HD	Infotainment	Hindi / English	ZHD-ZZEST12	☐
38	Zee Café HD	General Entertainment	English	ZHD-ZCAFE12	☐
39	&flix HD	Movies	English / Hindi / Regional Languages	ZHD-&FLIX12	☐
40	&prive HD	Movies	English	ZHD-&PRIV12	☐
41	Zee Marathi HD	General Entertainment	Marathi	ZHD-ZMRTH12	☐
42	Zee Talkies HD	Movies	Marathi	ZHD-ZTALK12	☐
43	Zee Bangla HD	General Entertainment	Bangla	ZHD-ZBNGL12	☐
44	Zee Tamil HD	General Entertainment	Tamil	ZHD-ZTAML12	☐
45	Zee Thirai HD	Movies	Tamil	ZHD-THRAI12	☐
46	Zee Telugu HD	General Entertainment	Telugu	ZHD-ZTELG12	☐
47	Zee Cinemalu HD	Movies	Telugu	ZHD-ZCNML12	☐
48	Zee Kannada HD	General Entertainment	Kannada	ZHD-ZKAND12	☐
49	Zee Picchar HD	Movies	Kannada	ZHD-PCHAR12	☐
50	Zee Keralam HD	General Entertainment	Malayalam	ZHD-ZKRLM12	☐
Total Count of Zee Group Channels to be availed on A-la-Carte Basis					

II. <u>List of Bouquets of Pay ZEEL Channels</u>

We are desirous of availing the following Bouquet of Pay ZEEL Channels marked as yes in the table below:

Sr. No.	Select / Checkbox	Bouquet Name	Zee Bouquet Code
1	☐	Zee Family Pack Hindi SD	ZSDB1HNDI112
2	☐	Zee All-In-One Pack Hindi SD	ZSDB2HNDI112
3	☐	Zee Prime Pack English SD	ZSDB0ENGL112
4	☐	Zee Family Pack Marathi SD	ZSDB1MRTH112
5	☐	Zee All-In-One Pack Marathi SD	ZSDB2MRTH112
6	☐	Zee Family Pack Bangla SD	ZSDB1BNGL112
7	☐	Zee All-In-One Pack Bangla SD	ZSDB2BNGL112
8	☐	Zee Family Pack Odia SD	ZSDB1ODIA112
9	☐	Zee All-In-One Pack Odia SD	ZSDB2ODIA112
10	☐	Zee Prime Pack Tamil SD	ZSDB0TAML112
11	☐	Zee Family (A) Pack Tamil SD	ZSDB1TAML112
12	☐	Zee Family (B) Pack Tamil SD	ZSDB1TAML113
13	☐	Zee All-In-One Pack Tamil SD	ZSDB2TAML112
14	☐	Zee Prime Pack Telugu SD	ZSDB0TLGU112
15	☐	Zee Family (A) Pack Telugu SD	ZSDB1TLGU112
16	☐	Zee Family (B) Pack Telugu SD	ZSDB1TLGU113
17	☐	Zee All-In-One Pack Telugu SD	ZSDB2TLGU112
18	☐	Zee Prime Pack Kannada SD	ZSDB0KNDA112
19	☐	Zee Family (A) Pack Kannada SD	ZSDB1KNDA112
20	☐	Zee Family (B) Pack Kannada SD	ZSDB1KNDA113
21	☐	Zee All-In-One Pack Kannada SD	ZSDB2KNDA112
22	☐	Zee Prime Pack Malayalam SD	ZSDB0MLYM112
23	☐	Zee Family (A) Pack Malayalam SD	ZSDB1MLYM112
24	☐	Zee Family (B) Pack Malayalam SD	ZSDB1MLYM113
25	☐	Zee Family Pack Hindi HD	ZHDB1HNDI112
26	☐	Zee All-In-One Pack Hindi HD	ZHDB2HNDI112
27	☐	Zee Prime Pack English HD	ZHDB0ENGL112
28	☐	Zee Family Pack Marathi HD	ZHDB1MRTH112
29	☐	Zee All-In-One Pack Marathi HD	ZHDB2MRTH112
30	☐	Zee Family Pack Bangla HD	ZHDB1BNGL112
31	☐	Zee All-In-One Pack Bangla HD	ZHDB2BNGL112
32	☐	Zee Family Pack Odia HD	ZHDB1ODIA112
33	☐	Zee All-In-One Pack Odia HD	ZHDB2ODIA112
34	☐	Zee Prime Pack Tamil HD	ZHDB0TAML112
35	☐	Zee Family (A) Pack Tamil HD	ZHDB1TAML112
36	☐	Zee Family (B) Pack Tamil HD	ZHDB1TAML113
37	☐	Zee All-In-One Pack Tamil HD	ZHDB2TAML112

38	☐	Zee Prime Pack Telugu HD	ZHDB0TLGU112
39	☐	Zee Family (A) Pack Telugu HD	ZHDB1TLGU112
40	☐	Zee Family (B) Pack Telugu HD	ZHDB1TLGU113
41	☐	Zee All-In-One Pack Telugu HD	ZHDB2TLGU112
42	☐	Zee Prime Pack Kannada HD	ZHDB0KNDA112
43	☐	Zee Family (A) Pack Kannada HD	ZHDB1KNDA112
44	☐	Zee Family (B) Pack Kannada HD	ZHDB1KNDA113
45	☐	Zee All-In-One Pack Kannada HD	ZHDB2KNDA112
46	☐	Zee Prime Pack Malayalam HD	ZHDB0MLYM112
47	☐	Zee Family (A) Pack Malayalam HD	ZHDB1MLYM112
48	☐	Zee Family (B) Pack Malayalam HD	ZHDB1MLYM113

****

ANNEXURE 2 to Service Form 2
INCENTIVE SCHEME(s) ON PAY ZEEL CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: Yes ☐ NO ☐

- ZEEL is offering the following Incentives on the MRP of Pay ZEEL Channels set out in this **Schedule C** subject to Operator fulfilling the conditions set out herein

- **Incentives offered by ZEEL on Pay ZEEL Channels:**

I. Channel Penetration Incentive

II. Identified Channel Penetration Incentive

III. Subscriber Audit Incentive

IV. Special Incentive

- **Incentive Eligibility Parameters for Incentive on MRP of Pay ZEEL Channels**

a) Meeting the LCN Requirements
b) Compliance with all applicable terms and conditions under this Agreement and the **2022 Amendment Regulations**.
c) **Reports:** In order to be eligible for any of aforementioned Incentives offered by ZEEL, the Operator shall provide ZEEL, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in Schedule **E** to this Agreement.
d) **Subscriber Records, Access, and Audit:** ZEEL (through Empanelled Auditors) shall during the Audit referred to in **Clause 10** of this Agreement, be entitled to access the Records, SMS, DRM and related systems of the Operator in order to determine the correctness of various reports referred to in this **Schedule E**.
e) It is clarified that "Channel Penetration Incentive", "Identified Channel Penetration Incentive", "Subscriber Audit Incentive" and "Special Incentive" can be availed separately upon achievement of respective Incentive Eligibility Parameters.

- **LCN Requirements:**

a. **Condition Precedent for availing any of the Incentives under this Agreement:** To be entitled for Channel Penetration Incentives and/or, Identified Channel Penetration Incentives and/or Subscriber Audit Incentives and/or Special Incentive, the meeting the LCN rank as set out below, shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.
b. **LCN Penetration Qualifying Parameters: The Operator shall be entitled to any/all Incentives s**ubject to Operator fulfilling the LCN requirements as per LCN Slabs set out hereinbelow, and meeting the eligibility parameters, including the LCN Penetration Qualifying Parameters set out in this Schedule C.

c. **LCN Slabs:** LCN Slabs shall be based on the Operator maintaining the LCN rank as per the LCN Slabs on Operator's Platform, in Operator's EPG system, for the Term for any/all of the ZEEL Channels, within specified genre and language (as listed in **Table A** below). LCN rank would be measured against the Competing Channels tabulated against each of the ZEEL Channel listed below in **Table A**.

For the purpose of this Agreement, Competing Channel for each of ZEEL Channel shall mean the Channels of competing Broadcasters as listed against the concerned ZEEL Channel in

Table A hereinbelow.

TABLE – A

Genre and Logical Channel Number (LCN) Slabs

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
1	Zee TV	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	1 to 4	5 to 6
2	&TV	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	1 to 6	7 to 8
3	Zee Anmol	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Pal, Star Bharat and similar channels	1 to 8	9 to 12
4	Big Magic	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Pal, Star Bharat and similar channels	1 to 10	11 to 14
5	Zee Cinema	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 3	4 to 5
6	&pictures	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 6	7 to 8
7	Zee Bollywood	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 8	9 to 10
8	Zee Anmol Cinema	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 10	11 to 12

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
9	**Action Cinema**	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 12	13 to 15
10	Zee Classic	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	1 to 12	13 to 16
11	Zee Anmol Cinema 2	**Movies (Hindi)**	**SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels**	1 to 18	19 to 25
12	Zing	Music (Hindi)	9XM, Mastiii, B4U Music, MIX, 9X Jalwa, Zoom, Music India, MTV and similar channels	1 to 5	6 to 8
13	Zee Zest	Infotainment (Hindi/English)	Discovery, Animal Planet, National Geographic and similar channels	1 to 2	3 to 4
14	Zee Punjabi	General Entertainment (Punjabi)	PTC Punjabi, Pitaara TV, Balle Balle, DD Punjabi and similar channels	1 to 2	3 to 4
15	Zee Biskope	Movies (Bhojpuri)	Bhojpuri Cinema, B4U Bhojpuri, Oscar Movies and similar channels	1 to 2	3 to 4
16	Zee Marathi	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	1 to 2	3 to 4
17	Zee Yuva	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	1 to 4	5 to 6
18	Zee Talkies	Movies (Marathi)	Fakt Marathi and similar channels	1 to 2	3 to 4
19	Zee Bangla	General Entertainment (Bangla)	Star Jalsha, Colors Bangla, Aath and similar channels	1 to 2	3 to 4

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
20	Zee Bangla Cinema	Movies (Bangla)	Jalsha Movies and similar channels	1 to 2	3 to 4
21	Zee Sarthak	General Entertainment (Odia)	Colors Oriya, Tarang TV, Star Kirano and similar channels	1 to 2	3 to 4
22	Zee Café	General Entertainment (English)	Comedy Central, Star World and similar channels	1 to 3	4 to 6
23	&flix	Movies (English / Hindi / Regional Languages)	Movies Now, Pix, Star Movies, MNX, Romedy Now and similar channels	1 to 4	5 to 7
24	Zee Kannada	General Entertainment (Kannada)	Colors Kannada, Star Suvarna, Udaya TV, Suvarna Plus, Udaya Comedy and similar channels	1 to 4	5 to 6
25	Zee Picchar	Movies (Kannada)	Star Suvarna Plus, Udaya Movies, Colors Kannada Cinema and similar channels	1 to 4	5 to 6
26	Zee Telugu	General Entertainment (Telugu)	ETV, Gemini TV, Maa TV, Maa Gold and similar channels	1 to 2	3 to 4
27	Zee Cinemalu	Movies (Telugu)	ETV Cinema, Gemini Movies, Maa Movies and similar channels	1 to 4	5 to 6
28	Zee Tamil	General Entertainment (Tamil)	Sun TV, Vijay, Colors Tamil and similar channels	1 to 3	4 to 5
29	Zee Thirai	Movies (Tamil)	KTV, Star Vijay Super, J Movies, Raj Digital Plus, Mega 24 and similar channels	1 to 3	4 to 5
30	Zee Keralam	General Entertainment (Malayalam)	Asianet, Asianet Plus, Surya TV, Flowers TV, Kairali TV, Mazhavil Manorama and similar channels	1 to 3	4 to 5
31	Zee TV HD	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	1 to 4	5 to 6
32	&TV HD	General Entertainment	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar	1 to 6	7 to 8

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
		(Hindi)	channels		
33	Zee Cinema HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 3	4 to 5
34	&pictures HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 6	7 to 8
35	&Xplor HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 7	8 to 10
36	Zee Zest HD	Infotainment (Hindi/English)	Discovery World HD, Animal Planet HD, National Geographic HD and similar channels	1 to 2	3 to 4
37	Zee Café HD	General Entertainment (English)	Comedy Central HD, Star World HD and similar channels	1 to 3	4 to 6
38	&flix HD	Movies (English / Hindi / Regional Languages)	Star Movies HD, Pix HD, Movies Now HD, MNX HD and similar channels	1 to 4	5 to 7
39	&prive HD	Movies (English)	Star Movies HD, Pix HD, Movies Now HD, MNX HD and similar channels	1 to 6	7 to 10
40	Zee Marathi HD	General Entertainment (Marathi)	Star Pravah HD, Colors Marathi HD and similar channels	1 to 2	3 to 4
41	Zee Talkies HD	Movies (Marathi)	Marathi Movie channels in High Definition	1 to 2	3 to 4
42	Zee Bangla HD	General Entertainment (Bangla)	Star Jalsha HD, Colors Bangla HD and similar channels	1 to 2	3 to 4
43	Zee Kannada HD	General Entertainment (Kannada)	Colors Kannada HD, Star Suvarna HD, Udaya HD and similar channels	1 to 4	5 to 6
44	Zee Picchar HD	Movies (Kannada)	Kannada Movie channels in High Definition	1 to 4	5 to 6

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
45	Zee Telugu HD	General Entertainment (Telugu)	ETV HD, Gemini TV HD, Star Maa HD and similar channels	1 to 2	3 to 4
46	Zee Cinemalu HD	Movies (Telugu)	Gemini Movies HD, Star Maa Movies HD and similar channels	1 to 4	5 to 6
47	Zee Tamil HD	General Entertainment (Tamil)	Sun TV HD, Star Vijay HD, Colors Tamil HD and similar channels	1 to 3	4 to 5
48	Zee Thirai HD	Movies (Tamil)	KTV HD and similar channels	1 to 2	3
49	Zee Keralam HD	General Entertainment (Malayalam)	Asianet HD, Surya HD, Mazhavil Manorama HD and similar channels	1 to 3	4 4 to 5

d. Operator has to place all Pay ZEEL Channels that have been availed by the Operator under this Agreement in Slab 1 in order to achieve "Slab 1 Eligibility". In case, the Operator places one or more Pay ZEEL Channel(s) in Slab 2, then the Operator will qualify for "Slab 2 Eligibility".

e. If any one or more Pay ZEEL Channels neither placed in Slab 1 nor in Slab 2, the Operator shall not be eligible for any Incentive including Channel Penetration Incentives, Identified Channel Penetration Incentives, Subscriber Audit Incentives and Special Incentive.

f. For the purpose of determining the applicable LCN Slabs for each of the Pay ZEEL Channel, for the purpose of this **Schedule C** for Channels, all Local Channels and/or Platform Services of the Operator will be considered along with various broadcast Channels.

g. In the event a Channel has different LCN ranks across the Operator's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.

h. In the event that the Operator, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay ZEEL Channel(s) in the defined Slabs within 3 days from such displacement ("**Cure Period**"), then the Operator will not be eligible under the "LCN Slab Eligibility" for that particular month and the Operator will not receive any of the Incentives for any of the Pay ZEEL Channels availed by the Operator under this Agreement for that particular month.

i. Operator shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

Table – B

<u>LCN Incentive Slabs</u>

Particular	Percentage Incentive	
	Slab 1 Eligibility	Slab 2 Eligibility

Particular	Percentage Incentive	
	Slab 1 Eligibility	**Slab 2 Eligibility**
Maximum incentives for Channel Penetration	5%	3%
Maximum incentives for Identified Channel Penetration	7%	4%
Maximum incentives for Subscriber Audit under Section 15(2)	2%	2%
Maximum incentives for Special Incentive	1%	1%
Total Maximum Incentives	**15%**	**10%**

- **Channel Penetration Incentive:**
  a. Subject to the Operator complying with the eligibility parameters set out herein, the Operator shall be eligible for Channel Penetration Incentive based on percentage penetration of a Subscribed Channel achieved by Operator in its respective Target Market (as tabulated below). Channel Penetration shall be calculated as a percentage of the said Channel's "Total Active Subscriber base of the Operator" as mentioned in **Table C, Table D** and **Table E** herein below.
  b. For sake of clarity, Percentage Penetration of respective Channel will be calculated by dividing "Active Subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the Operator".
  c. In case of the said ZEEL Channel(s) has a Standard-Definition variant and corresponding High-Definition variant then, for the Standard-Definition Channel, "Active Subscriber base of the Channel" mean Total Active Subscribers of the Standard-Definition variant of the Channel and the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to only Standard-Definition Channel(s). and in case the said ZEEL Channel(s) is a High-Definition Channel, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to at least one High-Definition Channel.
  d. In case of the said ZEEL Channel(s) has only a Standard-Definition variant then, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to Standard-Definition Channel(s) as well as High-Definition Channel(s).
  e. In case of the said ZEEL Channel(s) has only a High-Definition variant then, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to one or more High-Definition Channel(s).
  f. In case of Zee Thirai and Zee Picchar, the "Total Active Subscriber base of the Operator" shall mean Total Active Subscribers of the Operator who have subscribed to Standard-Definition Channel(s) as well as High-Definition Channel(s).
  g. Once the Channel Penetration is calculated, the Channel Penetration Incentive shall be paid basis the Penetration Achievement of a ZEEL Channel as against the prescribed Penetration Threshold for that Channel in the Target Market tabulated below by the Operator and the applicable Slab eligibility under the Channel Penetration Incentive Slabs set out below.

Table – C

Channel Penetration Incentive Slabs

Penetration Achievement	% Incentive (Slab 1 Eligibility)	% Incentive (Slab 2 Eligibility)
As per Channel wise penetration requirement as mentioned in Table D below	5.0%	3.0%
5 p.p. less than penetration requirement (1 p.p. for "Low Penetration Requirement Channels")	3.0%	1.5%
10 p.p. less than penetration requirement (2 p.p. for "Low Penetration Requirement Channels")	1.5%	0.5%

P.p. means absolute percentage point.

"Low Penetration Requirement Channels" include Channels for which penetration requirement is less than 40%.

Table – D (1)

Target Market wise Penetration Thresholds for "Standard Definition" Pay ZEEL Channels which are part of Hindi Family Packs, All-in-One Packs and English Prime Packs

Channel	Gujarat	Madhya Pradesh	Chhattisgarh	Rajasthan	Uttar Pradesh	Uttarakhand	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Punjab / Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Zee TV	85%	85%	85%	85%	85%	85%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
&TV	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Anmol	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&pictures	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Bollywood	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Anmol Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Big Magic	80	80	80	80	80	80	80	55	65	70	70	80	80	80	80	80	80	80

	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%
Action Cinema	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Classic	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zing	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Punjabi	80%	80%	80%	80%	80%	80%				70%	70%	90%	90%	90%	90%	90%	80%	80%
Zee Anmol Cinema 2	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Biskope	80%	80%	80%	80%	80%	80%		55%		70%	70%	80%	80%	80%	80%	80%	90%	90%
Zee Café	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%

Table D(2)

Target Market wise Penetration Thresholds for "Standard Definition" Pay ZEEL Channels which are part of Regional Prime Packs and Regional Family Packs

Channel	**Mah/Goa**	**West Bengal**	**Odisha**	**Assam**	**Rest of NESA**	**Bihar**	**Jharkhand**	**Karnataka**	**Andhra Pradesh**	**Telangana**	**Tamil Nadu / Pondicherry**	**Kerala**
Zee Bollywood	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zing	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Café	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
Zee Marathi	90%											
Zee Talkies	90%											
Zee Yuva	90%											
Zee Bangla		90%		70%	70%	25%	40%					
Zee Bangla Cinema		90%		70%	70%	25%	40%					
Zee Sarthak			90%									
Zee Kannada								90%				
Zee Picchar								90%				
Zee Telugu									90%	90%		
Zee Cinemalu									90%	90%		

Channel	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Bihar	Jharkhand	Karnataka	Andhra Pradesh	Telangana	Tamil Nadu / Pondicherry	Kerala
Zee Tamil											90%	
Zee Thirai											90%	
Zee Keralam												90%

Table D(3)

Target Market wise Penetration Thresholds for "High Definition" Pay ZEEL Channels which are part of Hindi Family Packs, All-in-One Packs and English Prime Packs

Channel	Gujarat	Madhya Pradesh	Chhattisgarh	Rajasthan	Uttar Pradesh	Uttarakhand	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Punjab / Chandigarh	Haryana	Himachal Pradesh	Jammu Kashmir, Ladakh	Delhi	Bihar	Jharkhand
Zee TV HD	85%	85%	85%	85%	85%	85%	80%	65%	75%	80%	80%	85%	85%	85%	85%	85%	85%	85%
&TV HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cinema HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&pictures HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
&xplor HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Zest HD	80%	80%	80%	80%	80%	80%	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Cafe HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&flix HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%
&prive HD	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	30%	10%	10%	10%	10%	10%	10%	10%

Table D(4)

Target Market wise Penetration Thresholds for "High Definition" Pay ZEEL Channels which are part of Regional Prime Packs and Regional Family Packs

Channel	Mah/Goa	West Bengal	Odisha	Assam	Rest of NESA	Bihar	Jharkhand	Karnataka	Andhra Pradesh	Telangana	Tamil Nadu / Pondicherry	Kerala
Zee Zest HD	80%	55%	65%	70%	70%	80%	80%	80%	80%	80%	80%	80%
Zee Marathi HD	90%											
Zee Talkies HD	90%											
Zee Bangla HD		90%		70%	70%	25%	40%					
Zee Kannada HD								90%				
Zee Telugu HD									90%	90%		
Zee Cinemalu HD									90%	90%		
Zee Tamil HD											90%	
Zee Keralam HD												90%

- NOTE:
  I. "Rest of NESA" market includes Arunachal Pradesh, Nagaland, Manipur, Mizoram, Meghalaya, Tripura. Penetration Threshold requirement for Dadra & Nagar Haveli and Daman & Diu will be as per Gujarat. Penetration Threshold for Sikkim will be as per West Bengal, Penetration Threshold for Lakshadweep will be as per Kerala. Penetration Threshold for Andaman & Nicobar Islands will be as per Hindi Speaking states like Madhya Pradesh or Gujarat or Rajasthan.

  II. For other ZEEL Channel(s) for which the required Penetration Threshold is not mentioned in Table D(1), Table D(2), Table D(3) and Table D(4) above, the Operator shall be eligible for maximum Channel Penetration Incentive as per LCN "Slab Eligibility" in Table C above.

  III. For clarification, in Gujarat, if the Penetration Achievement of Zee TV reaches 40% in A-la-carte and 45% as part of a Bouquet, then the Operator would be eligible to get the above-mentioned Penetration Incentive, as the Penetration Achievement of Zee TV would be equal to Penetration Threshold i.e. 85%. In such case, the Penetration Incentive will be calculated in proportion to the Channel's revenue on A-la-carte basis as well as in a Bouquet, i.e. on the Maximum Retail Price and the 'effective price' of the Channel, respectively.

- **Identified Channel Penetration Incentive**:

  a. Subject to the Operator complying with the eligibility parameters set out in this Schedule, the Operator shall be eligible for Identified Channel Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table E(2) below.

b. If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table E(2), then the Operator will be eligible for Identified Channel Penetration Incentive on all ZEEL Channels in that Target Market as set out in Table E(1) depending on the "Identified Channel Penetration Criteria" and "Slab Eligibility" as per Clause 4 of this Schedule C above.

c. If any one or more of Identified Channel(s) does not achieve required penetration in respective Target Market as per Criteria A but achieves penetration as per Criteria B, then Identified Channel Penetration Incentive will be calculated as per Criteria B as mentioned in Table E(1) below for all ZEEL Channels.

d. Further, if any one or more of Identified Channel(s) achieves penetration in respective Target Market neither as per Criteria A nor as per Criteria B, then the Operator shall not be eligible for any Identified Channel Penetration Incentive in that Target Market for all ZEEL Channels.

e. For sake of clarity, percentage penetration of respective Identified Channel will be calculated as set out in Clause 5 of this Schedule C above.

f. Once each of the Identified Channel's Penetration is calculated, and corresponding "Identified Channel Penetration Criteria" is achieved, then the Identified Channel Penetration Incentive shall be calculated basis the applicable LCN Slab eligibility under the Identified Channel Penetration Incentive Slabs set out below.

g. In case the Operator fails to achieve required penetration threshold for even a single Identified Channel as set out in **Table E(2)** below, the Operator shall not be eligible for any "Identified Channel Penetration Incentive".

h. It is further clarified that in the event the Operator is unable to achieve the Penetration for even a single Identified Channel as per the Penetration Threshold in **Table E(2)** and the Slab Eligibility under the Penetration slab, the Operator shall still be eligible for the Channel Penetration Incentive in which case, the penetration percentage shall be computed for that particular Channel in the manner set out in Channel Penetration Incentive in Table C above.

i. For Example, in the state of Gujarat, Zee TV, &TV, Zee Cinema and & pictures are the "Identified Channels". If each of these four Channels achieve penetration of 75% or more in Gujarat, the Operator will be eligible for "Identified Channel Penetration Criteria A". In this example, let us assume that the Operator has placed all ZEEL Channels as per LCN Slab 1 so that the Operator has achieved "Slab 1 Eligibility". As the Operator has achieved "Identified Channel Penetration Criteria A" and "Slab 1 Eligibility", then as per Table E(1), the Operator will be eligible for 7% Identified Channel Penetration Incentive for Gujarat. Identified Channel Penetration shall be calculated as a percentage penetration of each Identified Channel over "Total Active Subscriber base of the Operator".

Table E(1)

Identified Channel Penetration Incentive

Identified Channel Penetration Incentive	**Slab 1 Eligibility**	**Slab 2 Eligibility**
Identified Channel Penetration Criteria A	7.0%	4.0%
Identified Channel Penetration Criteria B	3.5%	2.0%

Table E(2)

Target Market wise Penetration Thresholds for Identified Channels

Market	Standard Definition Identified Channels		High Definition Identified Channels	
	Each of Identified Channels Penetration Criteria A	Each of Identified Channels Penetration Criteria B	Each of Identified Channels Penetration Criteria A	Each of Identified Channels Penetration Criteria B
Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar	75%	65%	40%	30%
Maharashtra, Goa	75%	65%	40%	30%
West Bengal, Tripura, Sikkim	50%	40%	25%	15%
Odisha	60%	50%	25%	15%
Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram &Nagaland.	65%	55%	40%	30%
Karnataka, Andhra Pradesh, Telangana, Tamil Nadu, Pondicherry, Kerala, Lakshadweep	75%	65%	40%	30%

Table E(3)

Target Market wise List of Identified Channels

for ascertaining Total Identified Channel Penetration achievement

Market	List of Identified Channels in SD	List of Identified Channels in HD*

Market	List of Identified Channels in SD	List of Identified Channels in HD*
Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Sikkim, Jharkhand, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Andaman & Nicobar	Zee TV, &TV, Zee Cinema, &pictures	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD
Maharashtra, Goa	Zee TV, &TV, Zee Cinema, &pictures, Zee Marathi, Zee Talkies	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Marathi HD, Zee Talkies HD
West Bengal, Tripura	Zee TV, &TV, Zee Cinema, &pictures, Zee Bangla, Zee Bangla Cinema	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bangla HD, Zee Bangla Cinema
Odisha	Zee TV, &TV, Zee Cinema, &pictures, Zee Sarthak	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Sarthak
Karnataka	Zee Kannada, Zee Picchar	Zee Kannada HD, Zee Picchar
AP, Telangana	Zee Telugu, Zee Cinemalu	Zee Telugu HD, Zee Cinemalu HD
Tamil Nadu, Pondicherry	Zee Tamil, Zee Thirai	Zee Tamil HD, Zee Thirai
Kerala, Lakshadweep	Zee Keralam, Zee Bollywood, Zee Zest	Zee Keralam HD, Zee Bollywood, Zee Zest HD

- **<u>Subscriber Audit Incentive</u>**:

a. Subject to the Operator complying with the eligibility parameters set out herein, Operator shall be eligible for Subscriber Audit Incentives if the Operator enables and ensures that the Broadcaster caused Audit as per Regulation 15(2) of the Interconnection Regulations is successfully completed as per "Audit Date" defined below as per **Table F** below:

Table F

Subscriber Audit Incentive under Section 15(2) Slab

Audit Date in terms of Section 15(2)	Percentage Incentive	Audit Incentive Slab
Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	2.0%	Audit Incentive Slab "A"
Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.0%	Audit Incentive Slab "B"

b. All timelines are as per calendar year. The actual Audit commencement date shall be considered as "Audit Date" if Total Active Subscriber base is less than 5 lakhs. If Total Active Subscriber base is greater than 5 lakhs, then the date of Audit report submission of the Audit causes under Regulation 15(2) of the Interconnection Regulations shall be considered as "Audit date."
c. For the purpose of eligibility of the Subscriber Audit Incentive, it shall be mandatory that the Audit under Regulation 15(2) of the Interconnection Regulations is successfully completed i.e. where Audit report is published by the Auditor and shared with the ZEEL by the Audit Date, is eligible for incentives.
d. Audit shall be conducted in accordance with the applicable TRAI Regulations, as may be amended from time to time and as per the scope of Audit set out in this Agreement by TRAI Empanelled Auditor. It is further clarified that the said Audit will be conducted independent of the incentive structure and the same shall have no bearing and/or impact and/or influence on the Audit process and Audit period.
e. 23.5 If "Audit date" of previous "Successfully completed Audit" is within 12 months from the "Audit date" in the NTO 3.0, then Audit Incentive Slab "A" shall be applicable irrespective of the "Audit date"

- **Special Incentive**:

a. Subject to Operator meeting eligibility parameters for availing any Incentive as set out herein, the Operator shall be eligible for Special Incentive based on data shared with ZEEL with respect to Subscriber base of the Operator as detailed herein. The Operator shall be eligible for a Special incentive of **1%** if the Operator provides information as mentioned below in the format set out in **Table No's 4 to 8** of **Schedule E** to this Agreement.

b. Special Incentive for any month will be applicable if the following information (by state / district / city) is provided to ZEEL for that particular month:

i. Total de-active Subscriber base of Operator (Split by SD & HD).

ii. Total Active Subscriber base of the Operator subscribing to any FTA and Pay Channel(s) (Split by SD & HD).

iii. Total Active Subscriber base of the Operator subscribing to only FTA Channels.

iv. Total Active Subscriber base subscribing to any of ZEEL Channels (Split by SD & HD).

v. Total Active Subscriber base of the Operator split by Operator packages.

c. ZEEL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, ZEEL at sole discretion amend the Incentive Scheme in the event, during the Term, (i) ZEEL launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Schedule and/ or the Agreement includes any additional Channels (whether by way of a new launch, acquisition of any existing Channel or otherwise), distributed by ZEEL and/ or its current or future subsidiaries, and in such an event ZEEL shall have the right to withdraw and/ or modify this Schedule and/ or the Incentives set out herein in its sole discretion.

d. <u>Illustration for Incentive for Channels selected on A-la-carte and Bouquet basis:</u>

This illustration pertains to an Operator which has Total Active Subscriber Base of 1,00,000 Subscribers spread across 3 states of Maharashtra/Goa, Gujarat and Karnataka. For the sake of illustration, it is assumed that the Operator has selected few ZEEL Bouquets and few ZEEL Channels on A-la-carte basis and has reported Subscribers base and LCN ranks as mentioned Table 1, Table 2 and Table 3 below. The Total Subscriber base for each of the Subscribed Channel in the state is calculated basis summation of Subscribers of the respective Channel from all ZEEL Bouquets and from A-la-carte basis for the said Channel.

Below is the summary of various scenarios under which the Operator is eligible to get respective incentives.

Incentive Type	**Grades**	**All Zee Channel in LCN Slab 1**	**Any 1 Zee Channel in LCN Slab 2**
Channel Penetration	Required Penetration (e.g. Zee TV >= 85%)	**5.00%**	**3.00%**
	5 p.p. less Penetration (e.g. Zee TV >= 80% and <85%)	3.00%	1.50%
	10 p.p. less Penetration (e.g. Zee TV >= 75% and <80%)	1.50%	0.50%
Identified Channel Penetration	Required Penetration (e.g. 75%)	**7.00%**	**4.00%**
	10 p.p. less Penetration (e.g. 65%)	3.50%	2.00%
Subscriber Audit **Under section 15(2)**	Audit Date in Q2 or Q3 (Calendar quarter) i.e. H1 of Financial year	**2.00%**	**2.00%**

Incentive Type	**Grades**	**All Zee Channel in LCN Slab 1**	**Any 1 Zee Channel in LCN Slab 2**
	Audit Date in Q1 or Q4 (Calendar quarter) i.e. H2 of Financial Year	1.00%	1.00%
Special Incentive	Data provided as per requirement	**1.00%**	**1.00%**
Total Maximum Incentive		**15.00%**	**10.00%**

For the sake of illustration, we are assuming that the Operator has submitted reports as per formats as mentioned in Schedule E. Below is the snapshot of various reports submitted by Operator.

1. State-wise Total Active Subscriber Base of Operator.
2. State-wise Monthly Subscription for Bouquet of Pay ZEEL Channel and/or A-la-carte Channel.
3. LCN Report for Pay ZEEL Channel.

Table 1

State-wise Total Active Subscriber Base of Operator

S. N.	**State**	**Type of Subscriber (SD / HD)**	**Number of Subscribers of the Channel on 7th day of the month**	**Number of Subscribers of the Channel on 14th day of the month**	**Number of Subscribers of the Channel on 21st day of the month**	**Number of Subscribers of the Channel on 28th day of the month**	**Monthly Average Active Subscriber of the Operator in State**
A	B	C	D	E	F	G	H = (D+E+F+G) /4
1	Mah/Goa	SD	28,500	29,250	30,750	31,500	30,000
2	Gujarat	SD	48,200	49,100	50,900	51,800	50,000
3	Karnataka	SD	19,000	19,500	20,500	21,000	20,000

Table 2

State-wise Monthly Subscription for Bouquet of Pay ZEEL Channel and/or A-la-Carte Channel

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	Operator's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
A	B	C	D	E	F	G	H	I	J = (F+G+H+I)/4
1	Zee Family Pack Hindi SD	Mah/ Goa	ZSDB1HNDI112	****	630	582	612	576	600
2	Zee All-in-One Pack Hindi SD	Mah/ Goa	ZSDB2HNDI112	****	315	291	306	288	300
3	Zee Family Pack Marathi SD	Mah/ Goa	ZSDB1MRTH112	****	25,200	23,280	24,480	23,040	24,000
4	Zee All-in-One Pack Marathi SD	Mah/ Goa	ZSDB2MRTH112	****	3,150	2,910	3,060	2,880	3,000
5	Zee Prime Pack Kannada SD	Mah/ Goa	ZSDB0KNDA112	****	630	582	612	576	600
6	Zee TV	Mah/ Goa	ZSD-ZEETV12	****	315	291	306	288	300
7	Zee Zest	Mah/ Goa	ZSD-ZZEST12	****	315	291	306	288	300
8	&flix	Mah/ Goa	ZSD-&FLIX12	****	630	582	612	576	600
9	Zee Cinema	Mah/ Goa	ZSD-ZCNMA12	****	1,890	1,746	1,836	1,728	1,800
10	Zee Marathi	Mah/ Goa	ZSD-ZMRTH12	****	1,575	1,455	1,530	1,440	1,500

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	Operator's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
11	Zee Kannada	Mah/ Goa	ZSD-ZKAND12	****	1,260	1,164	1,224	1,152	1,200
12	Zee Family Pack Hindi SD	Gujarat	ZSDB1HNDI112	****	36,750	33,950	35,700	33,600	35,000
13	Zee All-in-One Pack Hindi SD	Gujarat	ZSDB2HNDI112	****	5,250	4,850	5,100	4,800	5,000
14	Zee Family Pack Marathi SD	Gujarat	ZSDB1MRTH112	****	1,050	970	1,020	960	1,000
15	Zee All-in-One Pack Marathi SD	Gujarat	ZSDB2MRTH112	****	525	485	510	480	500
16	Zee Prime Pack Kannada SD	Gujarat	ZSDB0KNDA112	****	525	485	510	480	500
17	Zee TV	Gujarat	ZSD-ZEETV12	****	2,625	2,425	2,550	2,400	2,500
18	Zee Zest	Gujarat	ZSD-ZZEST12	****	3,150	2,910	3,060	2,880	3,000
19	&flix	Gujarat	ZSD-&FLIX12	****	1,050	970	1,020	960	1,000
20	Zee Cinema	Gujarat	ZSD-ZCNMA12	****	1,575	1,455	1,530	1,440	1,500
21	Zee Marathi	Gujarat	ZSD-ZMRTH12	****	1,575	1,455	1,530	1,440	1,500
22	Zee Kannada	Gujarat	ZSD-ZKAND12	****	3,150	2,910	3,060	2,880	3,000
23	Zee Family Pack Hindi SD	Karnataka	ZSDB1HNDI112	****	-	-	-	-	-

Sr. No.	Name of Bouquet / ZEEL Channel	State	Bouquet / A-la-carte Code	Operator's Package Name / Add-on Name / A-la-Carte	Number of Subscribers of the Channel on 7th day of the month	Number of Subscribers of the Channel on 14th day of the month	Number of Subscribers of the Channel on 21st day of the month	Number of Subscribers of the Channel on 28th day of the month	Monthly Average Active Subscriber Level of the ZEEL Channel
24	Zee All-in-One Pack Hindi SD	Karnataka	ZSDB2HNDI112	****	-	-	-	-	-
25	Zee Family Pack Marathi SD	Karnataka	ZSDB1MRTH112	****	-	-	-	-	-
26	Zee All-in-One Pack Marathi SD	Karnataka	ZSDB2MRTH112	****	2,100	1,940	2,040	1,920	2,000
27	Zee Prime Pack Kannada SD	Karnataka	ZSDB0KNDA112	****	18,900	17,460	18,360	17,280	18,000
28	Zee TV	Karnataka	ZSD-ZEETV12	****	420	388	408	384	400
29	Zee Zest	Karnataka	ZSD-ZZEST12	****	-	-	-	-	-
30	&flix	Karnataka	ZSD-&FLIX12	****	-	-	-	-	-
31	Zee Cinema	Karnataka	ZSD-ZCNMA12	****	1,260	1,164	1,224	1,152	1,200
32	Zee Marathi	Karnataka	ZSD-ZMRTH12	****	420	388	408	384	400
33	Zee Kannada	Karnataka	ZSD-ZKAND12	****	1,260	1,164	1,224	1,152	1,200

Table 3

LCN Report for Pay ZEEL Channels

Sr. No.	Name of Channel	Zee A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank
1	Zee TV	ZSD-ZEETV12	General Entertainment	Hindi	***	3
2	&TV	ZSD-ANDTV12	General Entertainment	Hindi	***	5
3	Zee Anmol	ZSD-ZANML12	General Entertainment	Hindi	***	10
4	Zee Cinema	ZSD-ZCNMA12	Movies	Hindi	***	2
5	&pictures	ZSD-ANDPC12	Movies	Hindi	***	6
6	Zee Bollywood	ZSD-ZBOLL12	Movies	Hindi	***	7
7	Zee Anmol Cinema	ZSD-ZANCM12	Movies	Hindi	***	11
8	Big Magic	ZSD-ZMGIC12	General Entertainment	Hindi	***	8
9	Zee Classic	ZSD-ZCLAS12	Movies	Hindi	***	10
10	Action Cinema	ZSD-ZACTN12	Movies	Hindi	***	12
11	Zee Zest	ZSD-ZZEST12	Infotainment	Hindi / English	***	2
12	Zing	ZSD-ZZING12	Music	Hindi	***	4
13	Zee Punjabi	ZSD-PUNBB12	General Entertainment	Punjabi	***	2
14	Zee Anmol Cinema 2	ZSD-ZGNGA12	Movies	Hindi	***	1
15	Zee Biskope	ZSD-GNGAB12	Movies	Bhojpuri	***	2

Sr. No.	Name of Channel	Zee A-la-carte Code	Genre	Language	Channel LCN Number	LCN Rank
16	Zee Café	ZSD-ZCAFE12	General Entertainment	English	***	3
17	&flix	ZSD-&FLIX12	Movies	English / Hindi / Regional Languages	***	4
18	Zee Marathi	ZSD-ZMRTH12	General Entertainment	Marathi	***	1
19	Zee Talkies	ZSD-ZTALK12	Movies	Marathi	***	1
20	Zee Yuva	ZSD-ZYUVA12	General Entertainment	Marathi	***	4
21	Zee Kannada	ZSD-ZKAND12	General Entertainment	Kannada	***	1
22	Zee Picchar	ZSD-PCHAR12	Movies	Kannada	***	4

Detailed Incentive Conditions Calculation:

LCN Slab Achievement for subscribed Pay ZEEL Channels as per LCN Report submitted by Operator as per Table 3 above	Slab 1

Basis the LCN Slab achievement, the Operator will be eligible for rest of the incentives as per table below:

Particular	Percentage Incentive		
	All Pay Zee Group Channels placed as per Slab 1	Any one or more Pay Zee Group Channels placed as per Slab 2	Any one or more Pay Zee Group Channels placed beyond Slab 2
Maximum percentage incentives for Channel Penetration	5%	3%	0%

Particular	Percentage Incentive		
	All Pay Zee Group Channels placed as per Slab 1	**Any one or more Pay Zee Group Channels placed as per Slab 2**	**Any one or more Pay Zee Group Channels placed beyond Slab 2**
Maximum percentage incentives for Bouquet Penetration	7%	4%	0%
Maximum percentage incentives for Subscriber Audit under Section 15(2)	2%	2%	0%
Maximum percentage incentives for Special Incentive	1%	1%	0%
Total Maximum Percentage Incentives	**15%**	**10%**	**0%**
LCN Slab Achievement	**Yes**	**-**	**-**

Table 4

Calculation of Channel wise penetration through A-la-carte and Bouquets

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
A	B	C	D	E	F	G	H	I	J = D+E+F+G+H+I	K	L = J / K
1	Zee TV	Mah/ Goa	300	600	300	24,000	3,000	-	28,200	30,000	94%
2	&TV	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
3	Zee Anmol	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
4	Zee Cinema	Mah/ Goa	1,800	600	300	24,000	3,000	-	29,700	30,000	99%
5	&pictures	Mah/ Goa	-	600	300	24,0	3,00	-	27,900	30,000	93%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
						00	0				
6	Zee Bollywood	Mah/ Goa	-	600	300	24,000	3,000	600	28,500	30,000	95%
7	Zee Anmol Cinema	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
8	Big Magic	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
9	Action Cinema	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
10	Zee Classic	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
11	Zee Zest	Mah/ Goa	300	600	300	24,000	3,000	600	28,800	30,000	96%
12	Zing	Mah/ Goa	-	600	300	24,000	3,000	600	28,500	30,000	95%
13	Zee Punjabi	Mah/ Goa	-	600	300	-	-	-	900	30,000	3%
14	Zee Anmol Cinema 2	Mah/ Goa	-	600	300	24,000	3,000	-	27,900	30,000	93%
15	Zee Biskope	Mah/ Goa	-	600	300	-	-	-	900	30,000	3%
16	Zee Café	Mah/ Goa	-	-	300	-	3,000	-	3,300	30,000	11%
17	&flix	Mah/ Goa	600	-	300	-	3,000	-	3,900	30,000	13%
18	Zee Marathi	Mah/ Goa	1,500	-	-	24,000	3,000	-	28,500	30,000	95%
19	Zee Talkies	Mah/ Goa	-	-	-	24,000	3,000	-	27,000	30,000	90%
20	Zee Yuva	Mah/ Goa	-	-	-	24,000	3,000	-	27,000	30,000	90%
2	Zee Kannada	Mah/									6%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
1		Goa	1,200	-	-	-	-	600	1,800	30,000	
22	Zee Picchar	Mah/ Goa	-	-	-	-	-	600	600	30,000	2%
23	Zee TV	Gujarat	2,500	35,000	5,000	1,000	500	-	44,000	50,000	88%
24	&TV	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
25	Zee Anmol	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
26	Zee Cinema	Gujarat	1,500	35,000	5,000	1,000	500	-	43,000	50,000	86%
27	&pictures	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
28	Zee Bollywood	Gujarat	-	35,000	5,000	1,000	500	500	42,000	50,000	84%
29	Zee Anmol Cinema	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
30	Big Magic	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
31	Action Cinema	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
32	Zee Classic	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%
33	Zee Zest	Gujarat	3,000	35,000	5,000	1,000	500	500	45,000	50,000	90%
34	Zing	Gujarat	-	35,000	5,000	1,000	500	500	42,000	50,000	84%
35	Zee Punjabi	Gujarat	-	35,000	5,000	-	-	-	40,000	50,000	80%
36	Zee Anmol Cinema 2	Gujarat	-	35,000	5,000	1,000	500	-	41,500	50,000	83%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
37	Zee Biskope	Gujarat	-	35,000	5,000	-	-	-	40,000	50,000	80%
38	Zee Café	Gujarat	-	-	5,000	-	500	-	5,500	50,000	11%
39	&flix	Gujarat	1,000	-	5,000	-	500	-	6,500	50,000	13%
40	Zee Marathi	Gujarat	1,500	-	-	1,000	500	-	3,000	50,000	6%
41	Zee Talkies	Gujarat	-	-	-	1,000	500	-	1,500	50,000	3%
42	Zee Yuva	Gujarat	-	-	-	1,000	500	-	1,500	50,000	3%
43	Zee Kannada	Gujarat	3,000	-	-	-	-	500	3,500	50,000	7%
44	Zee Picchar	Gujarat	-	-	-	-	-	500	500	50,000	1%
45	Zee TV	Karnataka	400	-	-	-	2,000	-	2,400	20,000	12%
46	&TV	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
47	Zee Anmol	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
48	Zee Cinema	Karnataka	1,200	-	-	-	2,000	-	3,200	20,000	16%
49	&pictures	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
50	Zee Bollywood	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
51	Zee Anmol Cinema	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
52	Big Magic	Karnataka	-	-	-	-	2,00	-	2,000	20,000	10%

Sr. No.	Name of Channel	State	Subscribers on A-la-carte basis	Zee Family Pack Hindi SD	Zee All-in-One Pack Hindi SD	Zee Family Pack Marathi SD	Zee All-in-One Pack Marathi SD	Zee Prime Pack Kannada SD	Total Subscribers	Total Active Subscriber Base of MSO	% Penetration Achievement of Channel
							0				
53	Action Cinema	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
54	Zee Classic	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
55	Zee Zest	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
56	Zing	Karnataka	-	-	-	-	2,000	18,000	20,000	20,000	100%
57	Zee Punjabi	Karnataka	-	-	-	-	-	-	-	20,000	0%
58	Zee Anmol Cinema 2	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
59	Zee Biskope	Karnataka	-	-	-	-	-	-	-	20,000	0%
60	Zee Café	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
61	&flix	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
62	Zee Marathi	Karnataka	400	-	-	-	2,000	-	2,400	20,000	12%
63	Zee Talkies	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
64	Zee Yuva	Karnataka	-	-	-	-	2,000	-	2,000	20,000	10%
65	Zee Kannada	Karnataka	1,200	-	-	-	-	18,000	19,200	20,000	96%
66	Zee Picchar	Karnataka	-	-	-	-	-	18,000	18,000	20,000	90%

Table 5

Calculation of Channel Penetration Incentive

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Annexure 2	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
A	B	C	D	E	F
1	Zee TV	Mah/Goa	80.0%	94%	5.0%
2	&TV	Mah/Goa	80.0%	93%	5.0%
3	Zee Anmol	Mah/Goa	80.0%	93%	5.0%
4	Zee Cinema	Mah/Goa	80.0%	99%	5.0%
5	&pictures	Mah/Goa	80.0%	93%	5.0%
6	Zee Bollywood	Mah/Goa	80.0%	95%	5.0%
7	Zee Anmol Cinema	Mah/Goa	80.0%	93%	5.0%
8	Big Magic	Mah/Goa	80.0%	93%	5.0%
9	Action Cinema	Mah/Goa	80.0%	93%	5.0%
10	Zee Classic	Mah/Goa	80.0%	93%	5.0%
11	Zee Zest	Mah/Goa	80.0%	96%	5.0%
12	Zing	Mah/Goa	80.0%	95%	5.0%
13	Zee Punjabi	Mah/Goa	0.0%	3%	5.0%
14	Zee Anmol Cinema 2	Mah/Goa	80.0%	93%	5.0%
15	Zee Biskope	Mah/Goa	0.0%	3%	5.0%
16	Zee Café	Mah/Goa	10.0%	11%	5.0%
17	&flix	Mah/Goa	10.0%	13%	5.0%
18	Zee Marathi	Mah/Goa	90.0%	95%	5.0%
19	Zee Talkies	Mah/Goa	90.0%	90%	5.0%

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Annexure 2	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
20	Zee Yuva	Mah/Goa	90.0%	90%	5.0%
21	Zee Kannada	Mah/Goa	0.0%	6%	5.0%
22	Zee Picchar	Mah/Goa	0.0%	2%	5.0%
23	Zee TV	Gujarat	85.0%	88%	5.0%
24	&TV	Gujarat	80.0%	83%	5.0%
25	Zee Anmol	Gujarat	80.0%	83%	5.0%
26	Zee Cinema	Gujarat	80.0%	86%	5.0%
27	&pictures	Gujarat	80.0%	83%	5.0%
28	Zee Bollywood	Gujarat	80.0%	84%	5.0%
29	Zee Anmol Cinema	Gujarat	80.0%	83%	5.0%
30	Big Magic	Gujarat	80.0%	83%	5.0%
31	Action Cinema	Gujarat	80.0%	83%	5.0%
32	Zee Classic	Gujarat	80.0%	83%	5.0%
33	Zee Zest	Gujarat	80.0%	90%	5.0%
34	Zing	Gujarat	80.0%	84%	5.0%
35	Zee Punjabi	Gujarat	80.0%	80%	5.0%
36	Zee Anmol Cinema 2	Gujarat	80.0%	83%	5.0%
37	Zee Biskope	Gujarat	80.0%	80%	5.0%
38	Zee Café	Gujarat	10.0%	11%	5.0%
39	&flix	Gujarat	10.0%	13%	5.0%
40	Zee Marathi	Gujarat	0.0%	6%	5.0%
41	Zee Talkies	Gujarat	0.0%	3%	5.0%
42	Zee Yuva	Gujarat	0.0%	3%	5.0%

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Annexure 2	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
43	Zee Kannada	Gujarat	0.0%	7%	5.0%
44	Zee Picchar	Gujarat	0.0%	1%	5.0%
45	Zee TV	Karnataka	0.0%	12%	5.0%
46	&TV	Karnataka	0.0%	10%	5.0%
47	Zee Anmol	Karnataka	0.0%	10%	5.0%
48	Zee Cinema	Karnataka	0.0%	16%	5.0%
49	&pictures	Karnataka	0.0%	10%	5.0%
50	Zee Bollywood	Karnataka	80.0%	100%	5.0%
51	Zee Anmol Cinema	Karnataka	0.0%	10%	5.0%
52	Big Magic	Karnataka	0.0%	10%	5.0%
53	Action Cinema	Karnataka	0.0%	10%	5.0%
54	Zee Classic	Karnataka	0.0%	10%	5.0%
55	Zee Zest	Karnataka	80.0%	100%	5.0%
56	Zing	Karnataka	80.0%	100%	5.0%
57	Zee Punjabi	Karnataka	0.0%	0%	5.0%
58	Zee Anmol Cinema 2	Karnataka	0.0%	10%	5.0%
59	Zee Biskope	Karnataka	0.0%	0%	5.0%
60	Zee Café	Karnataka	10.0%	10%	5.0%
61	&flix	Karnataka	10.0%	10%	5.0%
62	Zee Marathi	Karnataka	0.0%	12%	5.0%
63	Zee Talkies	Karnataka	0.0%	10%	5.0%
64	Zee Yuva	Karnataka	0.0%	10%	5.0%
65	Zee Kannada	Karnataka	90.0%	96%	5.0%

Sr. No.	Name of Channel	State	Required Penetration as per Table D of Annexure 2	Achieved Penetration as per Table 4 above	Applicable Channel Penetration Incentive as per Table C above
66	Zee Picchar	Karnataka	90.0%	90%	5.0%

Table 6

Calculation of Identified Channel Penetration Incentive

Sr. No.	Market	Identified Channel	Penetration Achievement	Identified Channel Penetration Criteria Achievement	Identified Channel Penetration Incentive Achievement
A	B	C	D	E	F
1	Mah/Goa	Zee TV	94.00%	Identified Channels Penetration Criteria A	7.00%
		&TV	93.00%		
		Zee Cinema	99.00%		
		&pictures	93.00%		
		Zee Marathi	95.00%		
		Zee Talkies	90.00%		
2	Gujarat	Zee TV	88.00%	Identified Channels Penetration Criteria A	7.00%
		&TV	83.00%		
		Zee Cinema	86.00%		
		&pictures	83.00%		
3	Karnataka	Zee Kannada	96.00%	Identified Channels Penetration Criteria A	7.00%
		Zee Picchar	90.00%		

Table 7

Subscriber Audit Incentive and Special Incentive

Sr. No.	Incentive Type	Criteria for meeting condition	Achievement	Applicable Incentive
1	Subscriber Audit	Subscriber Audit done under Section 15(2)	H1	2%
2	Special Incentive	Data provided by Operator as per requirement?	Yes	1%

Basis the information submitted in above reports and penetration achievement, the Operator will be eligible for below Incentive percentage.

Incentive Type	Achieved Incentive% in Mah/Goa	Achieved Incentive% in Gujarat	Achieved Incentive% in Karnataka
Achieved percentage incentives for Channel Penetration	5%	5%	5%
Achieved percentage incentives for Identified Channel Penetration	7%	7%	7%
Achieved percentage incentives for Subscriber Audit under Section 15(2)	2%	2%	2%
Achieved percentage incentives for Special Incentive	1%	1%	1%
Total Percentage Incentives Achieved	**15%**	**15%**	**15%**

Table 8

Calculation of Incentive Amount

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
A	B	C	D	E	F = D / E	G	H	I = F * H * 80%	J = I / 80% * E
1	A-la-carte	Zee TV	Mah/ Goa	15.0%	300	19.00	19.00	4,560	855
2	A-la-carte	&TV	Mah/ Goa	15.0%	-	6.00	6.00	-	-
3	A-la-carte	Zee Anmol	Mah/ Goa	15.0%	-	0.10	0.10	-	-

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
4	A-la-carte	Zee Cinema	Mah/ Goa	15.0%	1,800	19.00	19.00	27,360	5,130
5	A-la-carte	&pictures	Mah/ Goa	15.0%	-	10.00	10.00	-	-
6	A-la-carte	Zee Bollywood	Mah/ Goa	15.0%	-	3.00	3.00	-	-
7	A-la-carte	Zee Anmol Cinema	Mah/ Goa	15.0%	-	0.10	0.10	-	-
8	A-la-carte	Big Magic	Mah/ Goa	15.0%	-	0.10	0.10	-	-
9	A-la-carte	Action Cinema	Mah/ Goa	15.0%	-	0.10	0.10	-	-
10	A-la-carte	Zee Classic	Mah/ Goa	15.0%	-	0.10	0.10	-	-
11	A-la-carte	Zee Zest	Mah/ Goa	15.0%	300	1.00	1.00	240	45
12	A-la-carte	Zing	Mah/ Goa	15.0%	-	0.10	0.10	-	-
13	A-la-carte	Zee Punjabi	Mah/ Goa	15.0%	-	10.00	10.00	-	-
14	A-la-carte	Zee Anmol Cinema 2	Mah/ Goa	15.0%	-	0.10	0.10	-	-
15	A-la-carte	Zee Biskope	Mah/ Goa	15.0%	-	0.10	0.10	-	-
16	A-la-carte	Zee Café	Mah/ Goa	15.0%	-	10.00	10.00	-	-
17	A-la-carte	&flix	Mah/ Goa	15.0%	600	15.00	15.00	7,200	1,350
18	A-la-carte	Zee Marathi	Mah/ Goa	15.0%	1,500	19.00	19.00	22,800	4,275
19	A-la-carte	Zee Talkies	Mah/ Goa	15.0%	-	9.00	9.00	-	-
20	A-la-carte	Zee Yuva	Mah/ Goa	15.0%	-	1.00	1.00	-	-
21	A-la-carte	Zee Kannada	Mah/ Goa	15.0%	1,200	19.00	19.00	18,240	3,420
22	A-la-carte	Zee Picchar	Mah/ Goa	15.0%	-	15.00	15.00	-	-
23	Zee Family Pack Hindi SD	Zee TV	Mah/ Goa	15.0%	600	19.00	12.98	6,230	1,168
24	Zee Family Pack Hindi SD	&TV	Mah/ Goa	15.0%	600	6.00	4.10	1,967	369
25	Zee Family Pack Hindi SD	Zee Anmol	Mah/ Goa	15.0%	600	0.10	0.07	33	6
26	Zee Family Pack Hindi SD	Zee Cinema	Mah/ Goa	15.0%	600	19.00	12.98	6,230	1,168
27	Zee Family Pack Hindi SD	&pictures	Mah/ Goa	15.0%	600	10.00	6.83	3,279	615

Sr. No.	A-la-carte / Bouquet	Channel	State	Total Incentives	Subscriber Base	A-la-carte MRP of Channel	Effective Price of Channel in the Bouquet	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
28	Zee Family Pack Hindi SD	Zee Bollywood	Mah/ Goa	15.0%	600	3.00	2.05	984	184
29	Zee Family Pack Hindi SD	Zee Anmol Cinema	Mah/ Goa	15.0%	600	0.10	0.07	33	6
30	Zee Family Pack Hindi SD	Big Magic	Mah/ Goa	15.0%	600	0.10	0.07	33	6
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.	.	.	.	.	.	.	.	.	.
275	Zee Prime Pack Kannada SD	Zee Bollywood	Karnataka	15.0%	18,000	3.00	2.20	31,748	5,953
276	Zee Prime Pack Kannada SD	Zee Zest	Karnataka	15.0%	18,000	1.00	0.73	10,583	1,984
277	Zee Prime Pack Kannada SD	Zing	Karnataka	15.0%	18,000	0.10	0.07	1,058	198
278	Zee Prime Pack Kannada SD	Zee Kannada	Karnataka	15.0%	18,000	19.00	13.96	2,01,071	37,701
279	Zee Prime Pack Kannada SD	Zee Picchar	Karnataka	15.0%	18,000	15.00	11.02	1,58,740	29,764
							Total	**36,85,520**	**6,91,035**

******

ANNEXURE 3 TO SERVICE FORM 2

I) **DETAILS OF INTEGRATED RECEIVER DECODERS (IRDs).** Details of IRDS of subscribed ZEEL Channels availed by the Operator under this Amendment Agreement from the Effective Date.

Sr. No	Select	Name of the Channel	IRD NO/PIRD No
1	☐		
2	☐		
3	☐		
4	☐		
5	☐		
6	☐		
7	☐		
8	☐		
9	☐		
10	☐		
11	☐		
12	☐		
13	☐		
14	☐		
15	☐		
16	☐		
17	☐		
18	☐		
19	☐		
20	☐		
21	☐		
22	☐		
23	☐		
24	☐		
25	☐		
26	☐		
27	☐		
28	☐		
29	☐		
30	☐		
31	☐		
32	☐		
33	☐		

34	☐		
35	☐		
36	☐		
37	☐		
38	☐		
39	☐		
40	☐		
41	☐		
42	☐		
43	☐		
44	☐		
45	☐		
46	☐		
47	☐		
48	☐		
49	☐		
50	☐		
51	☐		

II) <u>Address for locating Equipment (IRDs):</u>

C. SERVICE FORM 3

AMENDMENT AGREEMENT FOR MODIFICATION OF AUTHORIZED AREAS

This Amendment Agreement for modification of Authorized Areas ("**Amendment Agreement**") is made on this _____ day of _____, by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at 1st Floor, above Canara Bank, Chandni Chowk, New Delhi-110006 (hereinafter referred to as "**ZEEL**" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

IPTV Operator (M/s): _____

Legal Status: ☐ Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ LLP ☐ AOP ☐ Trust

(hereinafter referred to as the "**Operator")** which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("**HUF**")) of the OTHER PART.

Name of Authorized Signatory (Mr./Ms.):_____

CORRESPONDENCE ADDRESS:

_____

_____

Landmark: _____

Village: _____

City/Taluka: _____

District: _____

Pin:_____

State: _____

Tel. No - STD Code:_____ No.: _____

Mobile No._____

Fax No - STD Code:_____ No.:_____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

ZEEL and the Operator are hereinafter individually and collectively referred to as "**Party**" and "**Parties**" respectively.

WHEREAS, the Operator has entered into an Interconnection Agreement bearing no. _____dated _____ along with any executed Service Form(s) (if any) ("**Interconnection Agreement")** whereby the Operator is granted the non-exclusive right by ZEEL to distribute the subscribed ZEEL Channels as set out therein, to its Subscribers in the Authorized Area for a period commencing on _____ and ending on _____ ("**Term**");

WHEREAS, the Operator now intends to modify the Authorized Area. Therefore, the Operator has requested ZEEL for modification of Authorized Area. The Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by the Operator to amend the Authorized Area, in accordance with the terms and condition set out hereinafter. The Parties agree that the modification of the Authorized Area shall be given effect from the Effective Date i.e. thirty days from the date of receipt of this Amendment Agreement along with all supporting documents by ZEEL.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. **Authorized Area**

   a. From the Effective Date, the Authorized Area shall mean the areas in India as listed in **Schedule I** to this Amendment Agreement where the Operator shall retransmit/rebroadcast the subscribed ZEEL Channels by using approved existing approved addressable systems of the Operator.

   b. In the event the Operator is using new and/or any other addressable systems and/or servicing the proposed areas from a new headend(s) and such headend(s) which is different from the already existing approved addressable systems, it shall furnish the requisite information authorized documents as stated under Service Form 1 on or before the Effective Date (applicable for MSO).

2. **Effective Date:** The Effective Date for this Amendment Agreement shall mean _____.

3. **Term:** This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

4. **Miscellaneous**

This Amendment Agreement together with the Interconnection Agreement constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto for the Term of this Amendment Agreement.

4.1 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.

4.2 The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.

4.3 This Amendment Agreement, read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda, and documents exchanges and agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

For and on behalf of **_____** **[Name of the Operator]**	**For and on behalf of** **ZEE ENTERTAINMENT ENTERPRISES LIMITED**
_____ **Name:** **Designation:** **Date:**	**_____** **Name:** **Designation:** **Date:**

Witness-
Name:

Witness:-
Name:

SCHEDULE I TO SERVICE FORM 3

(PART A)

Registered Area:

(PART B)

Authorized Area:

Sr. No.	**City* / Area wherein the** Operator **has been authorised to Operate on the date of signing of this Interconnection Agreement**	**State / Union Territory in which the Authorised Area is located**	**Head-end from which the signals of ZEEL Channels are distributed in such Authorized Area(S)**

(Attach extra sheet if required and provide the complete details)

(PART C)

I. Details of Head-end(s)

Head-end(s) name	Address and contact details	Servicing Registered Area	Subscriber base

II. Details of Digital Rights Manager (**DRM**) and Subscriber Management Systems (**SMS**) deployed by the Operator

Sr. No.	**Details of SMS deployed**	**Details of DRM deployed**

*In the event the Operator has deployed additional DRM and/or SMS, the certificate to be issued for each DRM and/or SMS deployed

III. Installation Address(es) of DRM and SMS (Attach extra sheet if required).

Sr. No.	**Installation Address(es) of SMS**	**Installation Address(es) of DRM**

***This Schedule I shall substitute and replace the Annexure I (Part A) (Part B) and (Part C) of the Interconnection Agreement**

D. SERVICE FORM 4-

FORM FOR ADDITION/ DISCONTINUATION/ ALTERATION OF THE ADDRESSABLE SYSTEMS AND/OR ENCRYPTION SYSTEMS

[Applicable only for existing and valid Interconnection Agreements executed with ZEEL)

DATE:_____

1. Name of the Operator: _____
2. Interconnection Agreement No._____
3. Customer ID No.: _____
4. Platform: _____
5. Name(s) of Owners/Directors/Partners of the Operator:
6. Registered Office Address of Operator (with PIN Code):
7. Complete Address for Communication (with PIN Code):
8. Name of the contact person/ Authorized Representative (Letter of Authorization/Board Resolution enclosed):
9. Telephone: _____
10. Email address: _____
11. Details of existing Addressable Systems deployed by Operator:
12. Details of proposed change in Addressable Systems to be deployed by Operator (if any) and proposed effective date of such changes:
13. Details of proposed changes to the Addressable System's security and encryption technology (if any) and proposed effective date of such changes:
14. Please **enclose** the following documents with this form for change in Digital Addressable Systems deployed by the Operator if the Operator is an MSO :
    a) Copy of Certificate of Registration/ Permission/ License
    b) Digital Right Manager (**DRM**) Certificate for the new Digital Addressable System
    c) Subscriber Management Systems (**SMS**) Certificate for the new Digital Addressable System
    d) Copy of the Audit Report of Broadcast Engineering Consultants India Limited (BECIL)/Authorized Agency/Certified Auditor certifying that the Operator's Addressable Systems are in compliance of the Schedule X of the Interconnection Regulations.
    e) Declaration from DRM Provider in the format set out in Schedule I to this Form.
    f) Declaration from SMS provider in the format set out in Schedule II to this Form.

DECLARATION FOR PROCESSING OF THIS FORM

I_____s/o,d/o_____(Owner/Proprietor/Partner /Director/ Authorized Signatory), of_____(Name of Operator), do hereby declare that the details provided above are true and correct. I state that the Addressable Systems installed for distribution of subscribed ZEEL Channels by the Operator meet the technical and other requirements specified in the Schedule X of the Interconnection Regulations. The configuration and the version of the Addressable System have remained unchanged after issuance of the report by Broadcast Engineering Consultants India Limited (BECIL)/ Certified Empaneled Auditor enclosed herewith. I further undertake that the Operator is in compliance of all Applicable Laws including the TRAI Regulations as amended from time to time. I further undertake and agree that in the event of any changes in the addressable system's security and encryption technology, the same shall not affect the continuity and quality of signals of ZEEL Channels and the performance of the obligations of the Operator under the Interconnection Agreement. This Form shall form an integral part of the Interconnection Agreement executed between _____ and ZEEL.

For _____
Signature:
Name:
Date:
Place:

E. SERVICE FORM 5

FORM FOR CHANGE OF CONTROL

[Applicable only for Platform Operators who have existing and valid Interconnection Agreements with ZEEL)

DATE:_____

1. Name of the Operator:_____
2. Customer ID No.: _____
3. Platform: _____
4. Name(s) of Existing Owners/Directors/Partners of the Operator:_____
5. Interconnection Agreement No/Customer ID: _____
6. Effective Date of Change in Control:_____
7. Consequences of Change in Control:_
8. Details of Change in Control of the Operator. The **documentary proof of all these changes shall be mandatorily enclosed** with this form:
   a. Name(s) of new Owners/Directors/Partners:
   b. New name of Operator, in case of any change:
   c. New Address for Communication (with PIN Code), in case of any change:
   d. New Telephone number, in case of any change:
   e. New Email Address, in case of any change:
   f. New Website, in case of any change:
   g. Any change in Distribution System?
   h. If yes, please upload Form for changing the Addressable Systems/Encryption Systems along with supporting documents.
   i. Any other information which may be important for the purpose of the existing Interconnection Agreement between Operator and ZEEL:
9. Please **enclose** the following documents with this Form:
   a. Copy of Transfer of Title Rights of Operator
   b. Copy of Certificate of Registration/ Permission/ License
   c. In the event of new entity- please provide-
      i. License copy
      ii. Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of Operator (Applicable for Company)
      iii. Partnership Deed and authorisation letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
      iv. Signature proof of authorized signatory (Applicable for sole proprietorship)
      v. Pan Card copy/Form 60
      vi. GST Registration Certificates
      vii. TAN No.
      viii. DRM Declaration Form
      ix. SMS Declaration Form
      x. Copy of the Audit Report of Broadcast Engineering Consultants India Limited (BECIL)/Authorized Agency/Certified Auditor certifying that the Operator's Addressable Systems are in compliance of the Schedule X of the Interconnection Regulations.

10. In the event of any Change in Control of the Operator resulting in a new entity, the Operator agrees that-

    a. to comply with applicable laws including the TRAI Regulations for the discontinuation of operations in the name of the Operator

    b. The Operator shall submit the duly filled **Service Form 6- Form For Discontinuation Of Operations** (in case of discontinuation of operations) along with all supporting documents to ZEEL along with this form.

    c. The New Entity shall execute a fresh written Interconnection Agreement with ZEEL which shall be subject to the clearance of all payments due and payable by the Operator under the Interconnection Agreement(s) executed between the Operator and ZEEL.

DECLARATION

I_____(Owner/Proprietor/Partner /Director/ Authorized Signatory), of_____(Name of Operator), do hereby declare that the details provided above are true and correct. The Operator is in compliance with all applicable laws including the TRAI Regulations. I hereby declare and undertake to make all the payments due and payable to ZEEL till the effective date of the Change of Control on or before _____. On the payment of all payments due to ZEEL, both Parties shall be discharged of their rights and obligations under the Interconnection Agreements(s) and I further agree and undertake not to raise any claims/demands/allegations on ZEEL, for any reason whatsoever, directly and/or indirectly, subsequent to shutting down the operations.

For _____
Signature:
Name:
Date:
Place:

F. SERVICE FORM 6

FORM FOR DISCONTINUATION OF OPERATIONS

[Only for Platform operator with existing interconnection agreements with Zee Entertainment Enterprises Limited (ZEEL)]
Date: _____

1. Name of the Operator: _____
2. Interconnection Agreement(s) No(s). /Customer ID No(s).:_____
3. Platform:_____
4. Registered Office Address of Operator (with PIN Code):_____
5. Complete Address for Communication (with PIN Code): _____
6. Name of the contact person/ Authorized Representative (Letter of Authorization/Board Resolution enclosed)
7. Telephone: _____
8. Email address: _____
9. Tentative date of discontinuation of operations:_____
10. Reason for shutting down of operations: __
11. Invoices received from ZEEL till the month of :_____
12. Outstanding amounts due and payable as per the invoices raised by ZEEL till date: ____INR
13. Total Outstanding amounts as per ZEEL's books of accounts and under the Interconnection Agreement(s) shall be paid by the Operator on or before _____ or within one week from the date of this form whichever is earlier ("**Due Date**").

For and on behalf of

_____

_____

Authorized Signatory

Company Stamp/Seal

DECLARATION

I_____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____(Name of Operator), do hereby declare that the details provided above are true and correct. I hereby undertake and agree that all pending payments due and payable to ZEEL as per the terms of Interconnection Agreement(s) on or before the Due Date stated hereinabove. On the payment of all outstanding amounts as per ZEEL's books of accounts and under the Interconnection Agreement(s), both Parties shall be discharged of all their liabilities, rights, and obligations under the Interconnection Agreement(s). I further agree and undertake not to raise any claims/demands/allegations on ZEEL, for any reason whatsoever.

For _____	
Signature:	
Name:	Designation:
Date:	

To be filled by ZEEL representatives

Date of receipt of the Form by ZEEL	
Total Outstanding amount till date of discontinuation	INR
Amount paid by the Operator	INR
Due Date	
FOR ZEEL **Authorized Signatory**	

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