



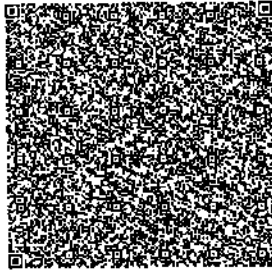
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

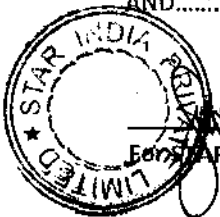
Certificate No.	: IN-DL717716756838750
Certificate Issued Date	: 17-Jul-2016 01:53 PM
Account Reference	: IMPACC (IV)/ dl718603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL718603429490988799420
Purchased by	: STAR INDIA PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: STAR INDIA PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: STAR INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

"THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SUBSCRIPTION LICENSE AGREEMENT
DATED 24 / JAN / 18 BEARING NUMBER 0 EXECUTED BETWEEN

AND M/S ACN DIGITAL PVT LTD
STAR INDIA PRIVATE LIMITED



For STAR INDIA PRIVATE LIMITED

For Affiliate



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on this 24 day of January, 2018 by and between:

1.	Parties	<p>STAR INDIA PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956 and having GSTINs 07AAACN1335Q1ZA (Delhi), 27AAACN1335Q1Z8 (Mumbai, Maharashtra), 19AAACN1335Q1Z5 (Kolkata, West Bengal) 36AAACN1335Q1Z9 (Hyderabad, Telangana), 29AAACN1335Q1Z4 (Bangalore, Karnataka), and its office at M-38/1, Second Floor, International Business Centre, Middle Circle, Connaught Place, 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 (hereinafter referred to as the "STAR", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the First Part;</p> <p>AND</p> <p>A C N Digital Private Limited, a private limited company incorporated under the Companies Act, 1956 and having its registered office at P.H No. 71, Gram Mangliya sadak, Sanware road, Indore (M.P)-452001,</p> <p>STD Code: _____ Phone No: _____</p> <p>Mobile No: +91 9009989901</p> <p>Email id: sanjeevagrawal@acndigital.in</p> <p>and having GSTIN as detailed in Schedule A and having headends as detailed in Schedule A through its Authorized Signatory / Sole Proprietor/ Managing Partner / Partners Mr.Sanjeev Agarwal (hereinafter referred to as the "MSO", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) and having Certificate No 9/13/2014 – BP&L dated August 23, 2016 ("DACS License") issued by the appropriate authority under the Cable Television Network (Regulation) Act of 1995 and the Rules framed thereunder as amended from time to time.</p> <p>STAR and MSO are each referred to herein as a "Party" and collectively as the "Parties".</p>
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Sanjeev Agarwal
MSO

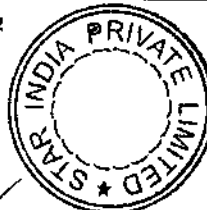
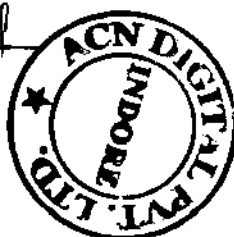


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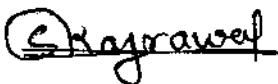


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2.	Grant of Rights	<p>The MSO shall have the non-exclusive right to distribute STAR's Channels via the cable television network in the Territory on the Digital Addressable Cable System as defined in the Cable Network Regulation Act (as amended) and the Telecom Regulatory Authority of India ("TRAI") Act, owned and operated by the MSO and its sub-operators, Affiliates which are enrolled from time to time as set out in Schedule A (the "Platform") for retransmission to Subscribers. The MSO hereby agrees and undertakes that it shall not down-convert the signals of the HD Channels (as defined later) to Standard Definition channels, in any event whatsoever.</p> <p>"Subscribers" for the purpose of this MOU shall mean each active STB availing the Channels from the MSO by means of Linear Transmission, through the Platform. It is clarified that Subscribers, for the purpose Rights Granted, shall only include Ordinary Subscribers and not Commercial Subscribers.</p> <p>"Linear Transmission" shall mean the transmission and re-transmission of Channel(s) in a linear feed wherein apart from STAR, no other Person, including the MSO, sub-operators and Subscribers shall be able to control the flow of content of such Channel(s) and can only move to other Channel(s).</p> <p>"Ordinary Subscriber" for the purpose of this MOU means a subscriber who is not a Commercial Subscriber, as defined by TRAI and as maybe amended from time to time.</p> <p>"Commercial Subscriber" 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, as defined by TRAI and as maybe amended from time to time. For avoidance of doubt, it is clarified that the MSO agrees and confirms that STAR shall be entitled to charge separately to/for retransmission of Channels to Commercial Subscribers which shall be subject to the terms and conditions set out in a separate agreement to be executed between the parties. The MSO acknowledges and agrees that any violation of this clause by the MSO shall be construed as material breach of this MOU.</p> <p>"Set Top Box" or "STB" shall mean 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 subscribed channels including the Channels through the Platform in accordance with the requirements set out in Schedule - C hereto.</p> <p>Excluded Rights: All other rights and means of re-transmission not specifically and expressly granted to the MSO under this MOU are expressly excluded and reserved by STAR, including, but not limited to, Analog Cable, digital non-addressable cable, transmission via any "Head End-in-the-Sky" ("HITS") platform to cable operators, Direct-to-Home transmission ("DTH"), IPTV systems, Internet, OTT and mobile. For the avoidance of doubts, this also excludes distribution of any non-linear content of the Channels through the Platform including, but not limited to, time shifting/multiplexing [PPV/VOD/SVOD, Commercial Subscribers] (whether currently existing or</p>
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		<p>that may come into existence in the future). The MSO undertakes that during the Term, it shall not transmit the signals of the Channels via any of the aforesaid platforms/systems, the rights for which are expressly excluded under the Excluded Rights.</p> <p>Notwithstanding anything contained in this MOU, the rights granted by STAR to the MSO under this MOU shall be limited only to the broadcast reproduction right as set out in the Indian Copyright Act, 1957 (as amended from time to time). Nothing contained in this MOU shall permit the MSO to provide its Subscribers the right to further communicate, or re-transmit the Channels in any manner whatsoever.</p> <p>The MSO undertakes not to sub-license any of the rights granted hereunder to it, to any other except for the procedure prescribed under this MOU. The MSO shall further ensure that the Channels shall only be activated through the HD STB which meets the specifications prescribed by BIS; failing which STAR shall be entitled to de-activate the signals of the Channels to the MSO as per the applicable law. For the purpose of compliance of this clause, the MSO shall give a certificate to STAR that a mutually agreed procedure for verification is in place and that the same has been followed in respect of each Subscriber.</p> <p>The MSO shall deliver all the information/documents as may be required by STAR on or prior to the date of execution of this MOU.</p>
3.	Term	The term of the MOU for the rights granted herein for Channels shall commence on January 01, 2018 and shall end on December 31, 2018 unless terminated earlier in accordance with this MOU.
4.	Territory	DAS Notified Areas as particularly set out in Schedule E of this MOU.
5.	Channels	<p>The term "Channels" means the Linear Transmission of high definition ("HD") television channels as selected and subscribed for by the MSO as set out in Schedule A1 hereof, and accordingly each channel may be referred to as a "Channel"; collectively "Channels".</p> <p>The MSO agrees to carry and provide access to the Channels on its Platform for the Term to the Subscribers.</p> <p>For the sake of clarity, it is further agreed between the Parties that the terms of this MOU shall apply only for HD Channels.</p>
6.	Removal of Channels and Free	STAR shall have the right to remove any of the HD Channels if STAR assigns, ceases to have the necessary rights to distribute such HD Channel in the



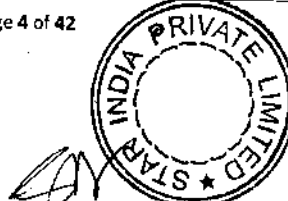
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	to air Distribution	<p>Territory, or ceases to operate ("Removed Channel") with (i) at least twenty one (21) days' advance written notice to the MSO or (ii) with reasonable written notice in such cases where STAR ceases to have the right to distribute a HD Channel in the Territory due to circumstances outside its control, including, but not limited to the actions of governmental authorities or regulatory bodies.</p> <p>If any of the Pay Channels are (i) discontinued / removed or become a Removed Channel; or (ii) are converted to a FTA Channel throughout the Territory; or (iii) subject to a Force Majeure Event, the License Fee payable by the MSO to STAR as set forth in Clause 8 shall be reduced. Both Parties shall enter into good faith negotiations to agree to the amount of the reduction in the License Fee to which the MSO shall be entitled as a result of the Removed Channel(s). Such good faith negotiations shall be concluded within a maximum period of forty five (45) days. "Pay Channel" in respect of a cable television network, means a channel for which subscription fees is to be paid to the broadcaster by the cable operator and due authorization needs to be taken from the broadcaster for its re-transmission on cable. "Free-to-Air Channel" in respect of a cable television network, means a channel for which no subscription fee is to be paid by the cable operator to the broadcaster for its retransmission on cable.</p> <p>Notwithstanding the above or anything to the contrary contained herein, the Parties agree that (i) all relevant terms and conditions are without prejudice to STAR's rights and contentions in its ongoing litigations before the Hon'ble TDSAT [Broadcasting Petition Nos. 346 of 2017 and 347 of 2017 including but not limited to final adjudication before any court of law (collectively referred to as Litigation)]; and, (ii) regardless the outcome of the Litigation, there shall be no reduction of the License Fee on account of the Channel "Star Bharat HD".</p> <p>It is further clarified that in the event any FTA Channel is discontinued or removed by STAR, there shall be no reduction in License Fees.</p>
7.	Packaging	<p>The MSO shall make available the Channels to the Subscribers as per the mutually agreed packaging terms as set out in this MOU.</p> <p>The MSO shall make available the Channels in the HD Basic Entry Packages offered by it to its Subscribers during the Term.</p> <p>"HD Basic Entry Package" for the purposes of this MOU shall mean all such packages of High Definition channels offered by MSO which a Subscriber of MSO, has to compulsorily avail from MSO to avail its service without additional obligation to subscribe to any other television channel or package of television channels of the MSO.</p> <p>It is hereby clarified that the MSO shall not make any changes in the packaging unless the same is mutually agreed to between the Parties in writing.</p>

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MSO



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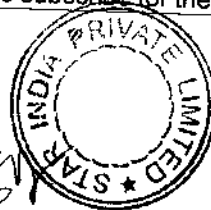
		<p>Notwithstanding what is stated above, MSO undertakes to STAR that no Channel shall be:</p> <ol style="list-style-type: none"> disadvantaged or otherwise treated less favorably by MSO with respect to competing channels on a genre basis; and Included in any package or tier that contains any channel with pornographic content or any gambling channel. <p>During the Term, the MSO further agrees and undertakes to place the Channels on such LCN positions as detailed in Schedule F. The MSO agrees not make any changes in the LCN positions as agreed to by it and as detailed in Schedule F during the Term.</p> <p>Notwithstanding anything stated in this Clause 7, the MSO shall ensure that the Channels shall be offered to a minimum of 95% of the HD Subscribers base of the Platform and shall be placed on mutually agreed LCN positions as set out in this MOU. This shall constitute a material obligation on the part of MSO.</p>
8.	License Fee	<p>During the Term the MSO shall pay to STAR a fixed License Fee on a monthly basis ("Fixed Monthly License Fee"), in a manner as set out in Schedule G.</p> <p>Fixed Monthly License Fee is exclusive of indirect taxes including but not limited to Service Tax/ VAT/Entertainment Tax, GST or any other applicable indirect taxes (if any), cess, levies and charges and shall be borne entirely by the MSO</p> <p>The Fixed Monthly License Fee shall be paid by the MSO to STAR on a monthly basis, on or before the end of the concerned month ("Due Date").</p> <p>For example, the Fixed Monthly License Fee for the month of July 2017 shall be paid by the MSO to STAR on or before July 31, 2017.</p> <p>The License Fee invoice shall mention the GSTIN of the MSO (as detailed in Schedule G) and no further changes to the GSTIN shall be accepted by STAR during the Term of this MOU.</p> <p>The Fixed Monthly License Fee payable by the MSO to STAR shall not be reduced during the Term of this MOU, irrespective of the allocation of Fixed Monthly License Fee against the GSTINs as detailed in Schedule G.</p>
9.	New Channels	<p>9.1 In the event STAR launches/or distributes any new High Definition ("HD") channel during the Term ("New Channel"), STAR shall notify the MSO of such plans for a New Channel and such notice may also be published on STAR's website. The MSO shall notify within 30 (thirty) days of such intimation whether it intends to subscribe for the New Channel.</p> <p>9.2 In the event the MSO seeks to subscribe for the New Channel, the Parties</p>

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		shall in good faith negotiate the terms for such New Channels including the commercial and packaging terms.
10.	Payment Terms	<p>10.1 The MSO shall be required to pay the License Fee on or prior to the Due Date in accordance with the terms hereof, and any failure to do so on the part of the MSO shall constitute a material breach hereunder. In the event the Due Date falls on a day which is not a Business Day, the MSO shall be required to pay the License Fee to STAR on the day, prior to the Business Day, immediately preceding the Due Date.</p> <p>10.2 All the payments of License Fee from the MSO to STAR shall be paid without any deduction except deduction of withholding tax/TDS. Service Tax/VAT/Entertainment Tax, Goods and Services Taxes ("GST") as applicable, cess, levies or any other applicable indirect taxes shall be extra and shall be borne entirely by the MSO.</p> <p>10.3 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 rate which shall accrue from the Due Date and shall be payable at a rate equal to the prime rate, as posted in the final posting on the Due Date by the Reserve Bank of India, plus 2 (two) percent per month ("Late Payment Interest"). The MSO shall in addition to such interest shall also be liable to pay the applicable GST on the same.</p> <p>10.4 All payments from the MSO to STAR under this MOU 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 STAR Bank Account details of which shall be provided to MSO from time to time or (iii) any other digital/electronic transfer into the STAR's Bank Account details of which shall be provided to MSO by STAR from time to time, accompanied by documentary evidence certified by the MSO's bank that the payment has been transferred to STAR's Bank Account.</p> <p>10.5 The imposition and collection of Late Payment Interest does not constitute a waiver of the MSO's obligation to pay the License Fee by the Due Date and STAR shall retain all of its other rights and remedies under the MOU.</p> <p>10.6 It is further agreed that post allocation against the invoices and GSTIN (of MSO) by STAR on written advice of the MSO for on-account payments and/or advances received, no subsequent changes to the allocation against invoices and GSTIN of the MSO can be made by STAR.</p> <p>10.7 If any payment or advance payment is made by the MSO under this MOU, the MSO shall inform STAR of its GSTIN on account of which the payment is done. If the MSO fails to inform STAR of such GSTIN then STAR shall be entitled to allocate such payment in full or in part to such MSO's GSTIN(s) as STAR may deem fit. The Parties agree that the GSTIN(s)</p>

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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 advance payment made by the MSO to STAR, the MSO undertakes and agrees to provide all the requisite documents as may be required by STAR under the GST Laws. "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. "GST Laws" shall mean (a) The Central Goods and Services Act, 2017; (b) The Integrated Goods and Services Act, 2017; (c) The Union territory Goods and Services Act, 2017; (d) The Goods and Services Tax (Compensation to States) Act, 2017, (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.

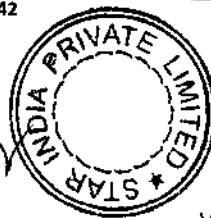
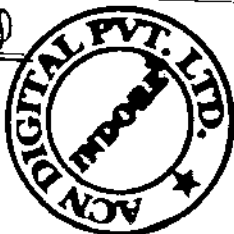
10.8 Within seven (7) days of receipt of invoice by the MSO under this MOU, the MSO shall notify in writing to STAR the discrepancies in the said invoice, (if any). In the event the MSO fails to notify any discrepancies in the said invoice within the stipulated time, then such invoice shall be deemed to have been duly accepted by the MSO and the MSO 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.

10.9 In the event the MSO is entitled for any exemption or lower rate of tax than the one determined by STAR, then the MSO 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 arises on STAR due to such exemption or lower rate of taxation availed by the MSO in respect of payment made under this MOU, then the MSO shall be liable to indemnify STAR for such claims, losses or penalties. "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.

10.10 The Parties shall provide all the details as may be required with respect to GST in **Schedule B** to this MOU. If due to failure on the part of the MSO to provide any details of allocation of payment, if STAR incurs any loss or if any penalty is levied on STAR, then the MSO shall be liable to indemnify STAR for all such loss and/or penalty.

10.11 The Harmonized System of Nomenclature ("HSN") code of goods/services supplied under this MOU shall be mentioned by STAR on requisite documents.

10.12 If the amount of GST recovered from STAR under this MOU differs, for any reason, from the amount of GST paid or payable by STAR to the Revenue Authorities, including by reason of:



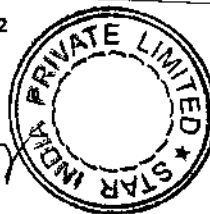
- 10.12.1 an amendment in the GST Laws and/or rules thereunder;
- 10.12.2 issue of or an alternation in ruling or advice of the Revenue Authorities;
- 10.12.3 a refund of GST to the MSO in respect of any supply made under this MOU; and
- 10.12.4 a decision of any tribunal or court;

then the difference in amounts shall be borne by the MSO.

- 10.13 The MSO agrees that STAR shall not be liable for any allowance or disallowance of input tax credit by the Revenue Authorities to the MSO basis the payment made under this MOU.
- 10.14 In case where STAR uploads the GST details of the MSO (as provided by the MSO), and the same is disputed/or is litigated with STAR by the Tax authorities, the MSO 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 MSO.
- 10.15 In case of any incorrect / incomplete / non-compliance on behalf of the MSO and because of which a demand is made on STAR by the tax authorities, the MSO 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 MSO.
- 10.16 In case the input tax credit to the MSO is not allowed to the MSO due to his non provision of the correct details to STAR, STAR shall not be responsible for such non allowance to the MSO.
- 10.17 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.
- 10.18 The MSO agrees that under no circumstances the Fixed Monthly License fee payable by the MSO to STAR shall not be reduced and if there is any reduction in the License Fee paid / payable under this MOU on account to change in GSTINs or by way of tax deduction or any other reason than the MSO shall be liable to pay such differential amount to STAR.
- 10.19 The Parties agree that non-registration by the MSO under the GST Laws or suspension or cancellation of such registration does not preclude STAR from charging the applicable GST under this MOU and the MSO shall be liable to pay such GST, regardless of its GST registration. The MSO undertakes and agrees the MSO is responsible for timely submission of GSTINs and other details as required under **Schedule B** and non-submission of GSTINs will be construed as non-registered

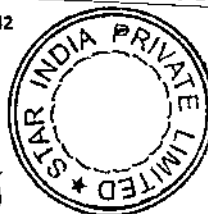


		<p>under GST laws and the MSO shall have no claim against STAR for non-provisioning of GSTINs or late submission of GSTINs.</p> <p>10.20 Credit Note: Consideration, with GST element, may be reduced by way of credit note only in the case of mutually agreed decrease in the value of services provided by 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 MSO if and when the credit of GST (on such credit note) is adjusted by the MSO in his GST return and proof/undertaking of which is provided to STAR. Further, such benefit shall be given to the MSO only if the credit note is issued by STAR before end of the September next to the financial year in which invoice is raised.</p> <p>10.21 The Parties hereby further agree to execute appropriate addendum/amendments to the terms of this MOU 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.</p> <p>10.22 The provisions of this Clause is without prejudice to the ability of STAR to: (i) verify or dispute the Subscriber Report; (ii) exercise any other rights available to STAR, including suspension of signals of the Channels to the Distribution System of the MSO for non-provision of Subscriber Report on the Subscriber Report Deadline date.</p>
11.	Subscriber Reports	<p>The MSO will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the Conditional Access System ("CAS").</p> <p>Within 7 (seven) days after each month of the Term ("Subscriber Report Deadline"), MSO shall provide an area wise monthly report for areas in the Territory ("Subscriber Report") to STAR that sets out the total number of Subscribers at the beginning and end of each month receiving each of the Channels, the Subscribers who have subscribed to all the Subscriber Packages offered by MSO and such other information as STAR may require in the formats as set out in Schedule- B hereof.</p> <p>The MSO shall provide to STAR complete and accurate opening and closing subscriber monthly reports for the HD Channels and the tier and/or package containing the HD Channels within 7 (seven) days from the end of each month in the format provided by STAR.</p> <p>The Subscriber Reports provided by the MSO to STAR in accordance with this Clause shall be system generated only through SMS and CAS and the same should be in a pre-defined read only format such as a suitable PDF format which cannot be manually edited and attested Subscriber Reports shall be signed and attested by an officer of the MSO 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. Such provisioning of Subscriber Report shall constitute material obligation on the part of MSO. The MSO</p>



		agrees to provide STAR, remote access to its Subscriber Management System ("SMS").
12.	Audit	<p>STAR through its representatives or through an independent auditor shall have the right, not more than two times during the Term of this MOU, to review and / or audit the SMS, CAS, Subscriber Authorization System ("SAS"), other related systems and records of Subscriber Management System of the MSO relating to the Channel(s) for each of the cities/towns of the Territory, for the purpose of verifying the information contained in Subscriber Report and full compliance with the terms and conditions of this MOU including CAS, SMS requirements and Anti-Piracy provisions set out in Schedule - C. The MSO undertakes to ensure that the CAS, SMS and SAS shall be integrated on 24X7X365 basis. The scope of such Audit shall be as set out in Schedule D hereof. STAR shall give MSO prior written notice of at least 7 days before the exercise is undertaken.</p> <p>In the event an audit reveals that MSO has under-reported the number of Subscribers or has misrepresented any item or has failed to keep accurate and complete records and/or is in breach of the terms of this MOU:</p> <p>The MSO agrees, in addition to making immediate payment of all amounts due plus interest thereon as may be determined by STAR to the extent of the number of Subscribers under reported, to pay to STAR: (i) all costs and expenses reasonably incurred by STAR in relation to the audit; (ii) an amount representing STAR's losses due to such breach which shall include STAR's reasonable estimate of License Fees paid by persons/Subscribers receiving STAR's Channels via MSO's Platform which were not included in the relevant monthly report(s); (iii) costs to protect intellectual property rights of the respective Service Providers of the Channels and (iv) lost revenues as a result of the breach of under declaring Subscriber numbers;</p> <p>STAR shall have the right to take printouts, photocopies and computer copies of MSO's records reasonably required by STAR to provide evidence of such breach; and</p> <p>STAR shall have the option in its sole discretion (in addition to STAR's other rights and remedies under law or equity) to suspend delivery of the Channels pursuant to Clause 15 hereof.</p> <p>The MSO shall give STAR's representatives/Auditors such assistance as they may reasonably require in order to carry out any audit.</p>
13.	Delivery Security and	STAR shall authorize MSO to deploy integrated receiver decoders ("IRDs") with High Definition output together with the associated viewing cards (collectively, the "Equipment") for each of the Channels. The Equipment cost (including the applicable taxes for such Equipment) shall be borne solely and exclusively by MSO.

		<p>All Channels must be delivered by MSO to Subscribers in a securely encrypted manner and without any alteration.</p> <p>The uplink specifications, satellite capacity and infrastructure allocated by MSO in respect of the broadcast signal of the Channels by MSO to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its Platform.</p> <p>The MSO shall be responsible, at its sole cost and expenses, for obtaining all licenses and permits necessary under Law for the foregoing. The MSO shall cause continuous distribution of the Channels to all its Subscribers during telecast without blacking it out or interfering with it in any manner whatsoever.</p> <p>The obligation of STAR to provide the Services to the MSO is conditional upon the MSO, its sub-operators and their respective Affiliates complying with Paragraph 3(4) of Chapter 2 of the Interconnection Regulations.</p> <p>MSO shall ensure that the HD STBs, Conditional Access System ("CAS") and Subscriber Management System ("SMS") used by its subscribers comply with the applicable regulations and the Specifications set out in Schedule C hereof.</p>
14.	STAR's Intellectual Property	<p>Unless notified to the contrary by STAR, in all trade references, advertising, promotion and for all other purposes, the Channels shall be referred to exclusively as designated herein or as otherwise designated by STAR. As between STAR and MSO, all right, title and interest in the programming on the Channels and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels or any mark of the rights holders of any programming exhibited on the Channels (collectively, the "Intellectual Property") shall belong exclusively to STAR. The MSO shall not claim adversely to or challenge the rights of STAR with respect to any Intellectual Property thereof. The MSO shall not use any material containing any of the Intellectual Property without the prior written consent of STAR. If STAR authorizes such use, the MSO shall use such Intellectual Property in connection with the Channels only and only in accordance with STAR's instructions. STAR reserves the right to inspect any such material at any time with a two business days' prior notice.</p>
15.	Termination	<p>Either Party has a right to terminate this MOU on immediate written notice, subject to applicable law, to the other in the event of:</p> <ol style="list-style-type: none"> material breach of this MOU by the other Party which has not been cured within seven (7) days of being required in writing to do so; the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; the license or any other material license necessary for MSO to operate its Platform being revoked. <p>STAR shall have the right to terminate this MOU on written notice to MSO if:</p>



		<p>(i) MSO breaches any of the Anti-Piracy Requirements and fails to cure such breach within two (2) days of being required in writing to do so; or (ii) If the MSO defaults in its payment of the License Fee by the Due Date or fails to submit the Subscriber Reports by Subscriber Report Deadline or if during the Audit it is revealed that the MSO has failed to comply with any obligations of MSO as set out herein, STAR shall have the right to suspend delivery to the MSO of any or all of the Channels after giving notice in accordance with applicable law until such amounts due and payable by the MSO to STAR under this MOU are paid in full, or, alternatively, STAR may terminate this MOU in accordance with the terms of this MOU and applicable law.</p> <p>The MSO shall have the right to terminate this MOU on written notice to STAR if MSO discontinues its business and provides at least ninety (90) days prior written notice.</p> <p>The termination of this MOU shall be in whole and cannot be in part with respect to any particular Channel.</p> <p>Notwithstanding any contained hereinabove, STAR shall have the right to disconnect/suspend the signals of Channels to the MSO after giving seventy two (72) hours prior written notice, in the event the MSO indulges in any malicious and/or defamatory and/or illegal and/or unfair trade practice against STAR and fails to cure such breach within twenty four (24) hours' notice from STAR to the MSO.</p> <p>The termination of this MOU shall not affect any continuing obligations of each of the Parties, including any rights and obligations relating to indemnification and audit.</p> <p>The right of STAR to terminate this MOU shall be in addition to, and without prejudice to any other rights or remedies available to STAR under this MOU or applicable laws.</p> <p>Upon expiry or termination of this MOU for any reason, each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party in its possession.</p>
16.	Compliance with Law	<p>The MSO undertakes that it, its director(s), officers(s), agents(s), employees(s), or its sub-operators and their respective Affiliates, or any other persons(s) acting for or on behalf of the foregoing, has not: (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 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.</p>

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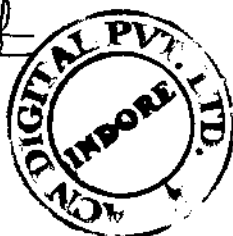
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Version No. FY17-18/STARHD/V1.4

		The MSO, its Director(s), officer(s), agents(s), employees, its sub-operators and their respective Affiliates or any other person acting for or on behalf of the foregoing has complied and shall continue to (a) comply with all applicable laws and regulations including the 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 accordance with the provisions of this MOU.
17.	Representations and Warranties	<p>17.1 Both Parties represent and warrant as follows:</p> <ul style="list-style-type: none"> a) It has full authority and all rights necessary to enter into this MOU and is competent to perform all its obligations under this MOU. b) The person signing this MOU, on its behalf, has been duly authorized to execute this MOU. c) Its activities are in compliance with and shall be compliant with all applicable laws and regulations. d) all right, title and interest in the respective trademarks, trade names, service marks, logos, materials, and formats shall lawfully belong exclusively to the respective Parties and the other Party shall not claim adversely to or challenge the rights of the lawful owner with respect to any Intellectual Property thereof. <p>17.2 The MSO further warrants that:</p> <ul style="list-style-type: none"> e) It has obtained all necessary rights, licenses and permissions relevant to re-transmission of the Channels on its Platform and it is fully compliant of the requirements under the applicable law and regulations. f) It shall not retransmit the Channels via any means which is Excluded Rights. g) It shall not retransmit the Channels via any medium other than the Platform. h) It shall retransmit the signals of the 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. i) It shall not either itself or through others, copy, tape or otherwise reproduce any part of the Channels, except as per terms of this MOU. j) The MSO guarantees the performance of the obligations of its Affiliates, sub-operators and their Affiliates under the terms of this MOU. Any breach or default of this Clause by the MSO shall constitute a material breach by the MSO of the terms of this MOU. <p>17.3 The MSO undertakes that it has negotiated and agreed to all terms of this MOU, and in the event of any ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by all Parties</p>

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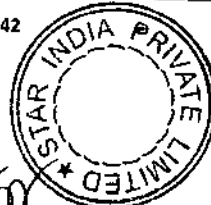
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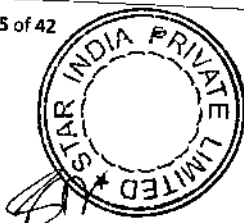
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18.	Regulatory Intervention	<p>In the event that there is any change in any applicable statutes, regulations, tariff orders, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations, tax reforms, determination 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 MOU or execute fresh agreement to comply with such change in law from the effective date of Change in Law, as mandated under the applicable laws.</p> <p>The Parties acknowledge and agree that this MOU shall be subject to change upon implementation of any regulation, notifications, orders, including the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017.</p>
19.	Indemnification & Limitation Liability	<p>The MSO 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 MSO, or actual or alleged breach of any terms of this MOU by the MSO (including, but not limited to, breach of any obligations, undertaking, representation and warranty provided by the MSO to STAR).</p> <p>It is expressly understood and agreed between the Parties that STAR shall have no liability or obligation whatsoever under this MOU, towards the MSO, the Subscribers or any other person or Governmental Authority, arising from and/or in respect of:</p> <ol style="list-style-type: none"> any inaction, default or on the part of the MSO, its distributor or installer; any delay or failure in the performance of this MOU caused by any reason or event beyond the control of STAR; deactivation, disconnection, interruption of the Channels or termination of this MOU by STAR in accordance with the terms of this MOU for any reason whatsoever (including without limitation on account of the non-payment of License Fee by the MSO or on account of any other breach of this MOU by the MSO); or failure on the part of the MSO to maintain the licenses and approvals required under applicable Law. <p>The MSO undertakes that it is and 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 MSO. Nothing in this MOU or the contract(s) executed between the Subscriber and the MSO or the MSO or sub-operator shall entitle the Subscriber to</p>



		<p>receive the Channels from STAR or create any direct relationship between the Subscriber and STAR.</p> <p>STAR shall not be liable to the MSO, 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 MOU 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.</p> <p>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 MOU shall not exceed the License Fee actually paid by the MSO to STAR hereunder.</p>
20.	Governing Laws and Jurisdiction	<p>This MOU shall be exclusively governed by the laws of India. In case of any dispute between the Parties, the Parties shall try to resolve such dispute by negotiations between the respective senior management personnel of the Parties.</p> <p>The Parties acknowledge that TDSAT shall have exclusive jurisdiction in respect of any dispute between the Parties arising in connection with this MOU. In the event any claims fall outside the jurisdiction of TDSAT, they may be referred to any court of competent jurisdiction in Delhi.</p>
21.	Miscellaneous	<p>(i) Entire MOU, Binding Effect, etc.</p> <p>This MOU contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, writings, understandings or communications in this connection. The Parties agree that the terms contained herein are fair and reasonable.</p> <p>(ii) Force Majeure</p> <p>Neither Party shall be liable to the other for any delay in the performance of its obligations caused by any reason beyond its reasonable control, including without limitation, an act of God, governmental action, war, civil insurrection, riot, act of terrorism, labour unrest or dispute, epidemics or satellite failure or satellite jamming which may affect the retransmission of signals of any of the Channels to the Subscribers. Provided that nothing contained in this Clause shall apply to the obligation of the MSO to pay the License Fee in accordance with clause 8 of this MOU.</p> <p>(iii) Confidentiality</p>



Other than the existence of this MOU, no terms or conditions hereof, nor any matters relating to the course of dealings between the Parties 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.

(iv) **Notices**

All notices must be in writing sent by fax, electronic email, speed post, personal delivery or courier to the following addresses, unless otherwise notified:

TO MSO :
ACN Digital Private Limited
Mr. Sanjeev Agarwal

Address: PH No – 71, Gram Mangliya Sadak, Sanwer, Indore (M.P) – 452-010

Email id: sanjeevagrwal@acndigital.in

Attention:

To STAR :

STAR INDIA PRIVATE LIMITED

STAR House, Urmi Estate, 95 Ganpatrao Kadam Marg,

Lower Parel (W), Mumbai, 400013

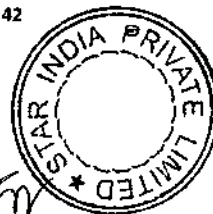
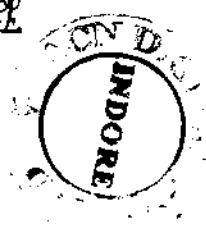
Attention: Distribution Head

(v) **Assignment**

The MSO shall not have the right to assign, transfer, convey, delegate or sub-contract this MOU or any of its rights or obligations hereunder. STAR may assign or transfer its rights or obligations under the MOU to any Affiliate or any Person acquiring any portion of its business or assets.

(vi) **Amendment**

No amendment of this MOU shall be valid unless prepared in writing



and signed by each of the Parties.

(vii) Survivability

Clauses 10 (Payment Terms), 12 (Audit), 14 (Intellectual Property), 17 (Representations and Warranties), 19 (Indemnification and Limitation of Liability), 20 (Governing Law and Jurisdiction), and 21(iii) (Confidentiality), shall survive any termination or expiration of this MOU.

(viii) Additional Miscellaneous Provisions

In the event any provision of this MOU shall be found to be contrary to any governmental law or regulation of any governmental administrative or regulatory agency or body, the other provisions of this MOU shall continue in full force and effect. Each of the Parties shall comply with all applicable laws, rules and regulations of all applicable governmental authorities in connection with the performance of its duties, obligations and undertakings under this MOU. No waiver by any Party to this MOU 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. The provisions of this MOU are for the benefit only of the Parties, and no third party may seek to enforce or benefit from these provisions; therefore, a person who is not a party to this MOU has no right to enforce any provision of this MOU. Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties. This MOU may be signed in any number of counterparts, all of which together shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed and delivered by their duly authorised representatives as of the day and year first above written.

Signed for and on behalf of A C N Digital Private Limited	Signed for an on behalf of STAR India Private Limited
Signature: <u>S. K. Rawat</u>	Signature: <u>[Signature]</u>
Name:	Name:
Title:	Title:
Date:	Date:
WITNESS:	WITNESS:
Signature:	Signature:
Name:	Name:

S. K. Rawat

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SCHEDULE - A**I. Address(es) of Distribution Systems, CAS and SMS:**

Sr. No.	Installation Address(es) of CAS	Installation Address(es) of SMS
1	PH No - 71, Gram Mangliya Sadak, Sanwer, Indore (M.P) - 452-010	PH No - 71, Gram Mangliya Sadak, Sanwer, Indore (M.P) - 452-010

**II. Registration No. (under the Cable Television Networks (Regulation) Act, 1995, as amended)
9/13/2014 - dated August 23, 2016****III Details of Equipment issued to the MSO : (Please add extra sheet, in case the details are not captured completely)**

HD Channel Name	C Band Satellite Receiver No.	Viewing Card No.
STAR PLUS HD	1978335197351311	11178100
STAR BHARAT HD	1978335197356500	11177938
STAR GOLD HD	1978335197385848	11177912
STAR SPORT 1 HD	1978335197296581	11177615
STAR SPORT 2 HD	1978335197373620	11177656
Star Sports 1 HD Hindi	1978335197312933	11177961
Star Sports Select HD1	1978335197354067	11177979
Star Sports Select HD2	1978335197307040	1120743
STAR WORLD PREM. HD	1978335197408558	11178092
STAR WORLD HD	1978335197310002	11112125
STAR MOVIES SELECT HD	1978335197399724	11112208
STAR MOVIES HD	1978335197329499	11112117
Nat Geo HD	HCC7JCSCNTSHFIRUBA001265	10362672783
STAR PRAVAH HD	1978335197351196	11112174



Customer ID: 122339

Agreement no. _____

STAR JALSHA HD	1978335197446145	11116639
JALSHA MOVIES HD	1978335197479385	11116589
MAA TV HD	1978335197487123	10997161
ASIANET HD	1978335197496645	11141686
Star Gold Select HD	1978335197347319	11213857
Star Vijay HD	1978335197352418	1100424

IV Address for locating Equipment:

Headend Address(es): PH No – 71, Gram Mangliya Sadak, Sanwer, Indore (M.P) – 452-010

Technical Contact Person of MSO : Arjav Sethi

Headend Address(es):

Sr. No.	Headend Address(es)
1	PH No – 71, Gram Mangliya Sadak, Sanwer, Indore (M.P) – 452-010

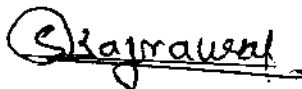
Technical Contact Person of MSO : _____
Mobile No. of Technical Contact Person of MSO: 8085551201

V. GSTIN details of the MSO

State	GSTIN of the MSO	Address(es)
MADHYA PRADESH	23AATCS6439F1Z0	PH No – 71, Gram Mangliya Sadak, Sanwer, Indore (M.P) – 452010

VI. All sub-operators and cable operators of the MSO as on the effective date of the MOU through whom the Subscribers shall receive the Service during the term of the MOU is as follows:

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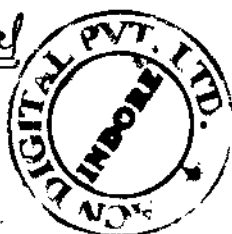
Customer ID: 122339

Agreement no. _____

S. No	Affiliate (if applicable)	Sub-Operator	Address and contact details	Area	Subscriber base

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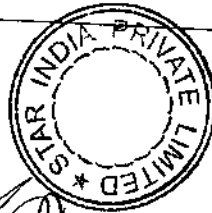


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Schedule – A1- Channels

Sr. No	HD Channel Name	Genre	Please place a tick (✓) against the Channels being selected
1.	Star Plus HD	Hindi General Entertainment	
2.	Star Bharat HD	Hindi General Entertainment	
3.	Star Gold HD	Hindi Movies	
4.	Star Movies HD	English Movies	
5.	Star World HD	English General Entertainment	
6.	National Geographic HD	Infotainment	
7.	Nat Geo Wild HD	Infotainment	
8.	Nat Geo People HD	Infotainment	
9.	Fox Life HD	Lifestyle	
10.	Baby TV HD	Kids	
11.	Nat Geo Music HD	Music	
12.	Star Sports HD1	Sports	
13.	Star Sports HD2	Sports	
14.	Star Sports 1 HD Hindi	Sports	
15.	Star Sports Select HD1	Sports	
16.	Star Sports Select HD2	Sports	
17.	Star Movies Select HD	English Movies	
18.	Star World Premier HD	English General Entertainment	
19.	Asianet HD	Regional Malayalam General Entertainment	
20.	Star Jalsha HD	Regional Bengali General Entertainment	
21.	Jalsha Movies HD	Regional Bengali Movies	



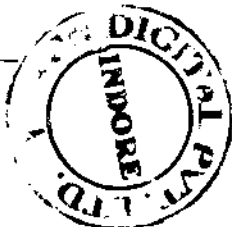
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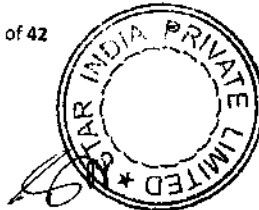
22.	Star Pravah HD	Regional Marathi General Entertainment	
23.	Vijay HD	Regional Tamil General Entertainment	
24.	Maa HD	Regional Telugu Entertainment	
25.	Star Gold Select HD	Hindi Movies	
26.	Maa Movies HD	Regional Telugu Movies	
27.	Star Suvama HD	Regional Kannada General Entertainment	

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Customer ID: 122339

Agreement no. _____

Schedule - B
SUBSCRIBER REPORT FORMAT

Sr. No	Area/City	Channel Name	Opening Subs	Closing Subs	Average

Sr. No.	Area /City	Package name	Opening Subs	Closing subs	Average Subs

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Schedule - C**SMS, CAS REQUIREMENTS AND ANTI-PIRACY PROVISIONS**

The MSO undertakes to comply with BIS Specifications for Digital HD Boxes as may be prescribed from time to time and other reasonable specifications that may be asked for by STAR. Apart from this, the MSO shall also ensure its HD Set Top Boxes ("HD STBs") comply with the following requirements:

- a. HD STBs Boxes used by the MSO to distribute Channels shall be tamper resistant.
- b. Security codes must securely stored in the HD STBs.
- c. There should not be any testing points or interfaces in the HD STBs provided to the Subscribers.
- d. Security system in a HD STBs or otherwise must have the capability to detect clone devices.
- e. HD STBs must enforce reasonable usage rules carried by the license.
- f. The decryption and decoding processes must be integrated into a single process in the HD STBs.
- g. The video path from decryption to video outputs must be secured.
- h. HD STBs shall have the ability to add finger printing in the video outputs (preferred to track clone/compromised devices).
- i. HD STBs shall have:
 - I. CGMS/A capability for analog outputs;
 - II. HDCP capability for DVI and/or HDMI outputs; and
 - III. DTCP capability for 1394, USB, Ethernet and/or other applicable outputs if provided.

The MSO further agrees to ensure the below as well:

- a) The MSO shall take all necessary actions to prevent any unauthorised access to the Channels in the Territory.
- b) The MSO shall de-authorize any HD STB or Smart Card that is found outside of the Territory or in the possession of a person who is not a bonafide Subscriber.

The MSO undertakes to adhere to all anti-piracy and security obligations as set out hereunder:

- i. It shall take all appropriate and necessary steps and measures to prevent piracy or any other violation of intellectual property rights of the Channels, directly or indirectly. The MSO further states that the HD STB shall have a provision that OSD is never disabled.
- ii. If a HD STB is involved or used in piracy or unauthorized distribution of STAR's Channels in any manner whatsoever or if STAR requests de-authorization or disconnection of a HD STB, MSO undertakes to de-authorize or disconnect the relevant HD STB, within ten (10) minutes of becoming aware of such piracy/unauthorized distribution or of receiving STAR's request (as the case may be).
- iii. The MSO shall deploy fingerprinting mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Services, distributed/transmitted through its platform on a regular daily basis. The fingerprinting should not be removable by pressing any key on the remote and should be on the top most layer of the video. It should be such that it can identify the unique HD STB number or the unique Viewing Card ("VC") number and should appear on all the screens of the HD STB, such as Menu, EPG etc.
- iv. The MSO shall ensure that the location of the finger printing is changeable from the Headend and

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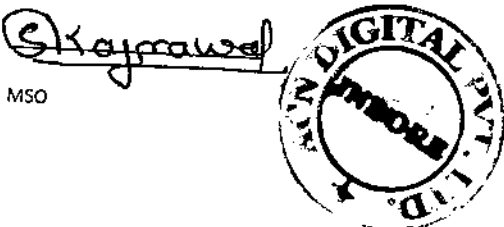
should be random on the viewing device and should also be able to give the numbers of characters as to identify the unique HD STB and/ or the VC. Further, the fingerprinting should be possible on global as well as on the individual HD STB basis and the Overt finger printing and on-screen display ("OSD") messages of the respective broadcasters should be displayed by the MSO/LCO without any alteration with regard to the time, location, duration and frequency (within technical limitations of the receiver in use for reception of services)

The MSO agrees to comply with the following HD STB requirements that:

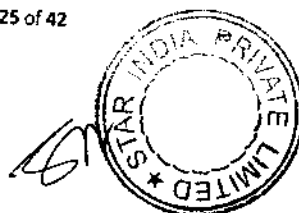
- a. All its HD STBs shall have embedded Conditional Access.
- b. The HD STB will be capable of decrypting the Conditional Access inserted by the Headend.
- c. The HD STB will be capable of doing Finger printing. The STB will support both Entitlement Control Message ("ECM") & Entitlement Management Message ("EMM") based fingerprinting.
- d. The HD STB will be individually addressable from the Headend.
- e. The HD STB will be able to take the messaging from the Headend.
- f. The messaging character length will be minimal 120 characters.
- g. There will be provision for the global messaging, group messaging and the individual HD STB messaging.
- h. The HD STB will have forced messaging capability.
- i. The HD STB is BIS compliant.
- j. The HD STBs will be addressable over the cable to facilitate Over the Cable ("OTC") software upgrade.

The MSO undertakes that:

- i. The current version of the conditional access system does not have any history of hacking.
- ii. The fingerprinting does not get invalidated by the use of any device or software.
- iii. The HD STB & VC are paired from head-end to ensure security.
- iv. The SMS and CAS are integrated for activation and deactivation process from SMS simultaneously through both the systems. Further, the CAS is independently capable of generating log of all activations and deactivations.
- v. It has the capability of upgrading the CAS in case of a known incidence of hacking.
- vi. The SMS & CAS are capable of individually addressing subscribers, on a channel by channel and HD STB by STB basis.
- vii. The SMS is computerized and capable to record the vital information and data concerning the subscribers such as:
 - a. Unique Customer Id
 - b. Subscription Contract no
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline no
 - g. Mobile No Email id
 - h. Service/Package subscribed to
 - i. Unique HD STB No
 - j. Unique VC No
- viii. The SMS is able to undertake the:
 - a. Viewing and printing historical data in terms of the activations, deactivations etc
 - b. Location of each and every set top box/VC unit
- ix. The SMS is capable of giving the reporting at any desired time about:



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- a. The total number subscribers authorized
- b. The total number of subscribers on the network
- c. The total number 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 package wise details of the channels in the package.
- f. The package wise subscriber numbers.
- g. The ageing of the subscriber on the particular channel or package
- h. The history of all the above mentioned data for the period of the last 2 years
- x. The SMS and CAS is able to handle at least one million concurrent subscribers on the system.
- xi. Both CAS & SMS systems are of reputed organization and 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.
- xii. The CAS's system provider is able to provide monthly log of the activations on a particular channel or on the particular package.
- xiii. The SMS is able to generate itemized billing such as content cost, rental of the equipment, taxes etc.
- xiv. The CAS & SMS system suppliers have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- xv. CAS & SMS have the provision to tag and blacklist VC numbers and HD STB numbers that have been involved in piracy in the past to ensure that the VC or the HD STB cannot be re-deployed.

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Schedule - DSCOPE OF AUDIT

- I. **Headend Audit:** The MSO should provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose.
- The MSO 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.
 - All TS from MUX should be encrypted for the territory.
 - MSO to ensure that his network watermark logo is inserted on all Pay Channels at encoder end only.
 - All Pay Channels PIRDs to be provided to MSO's by STAR should have SDI/Composite/ SDI output only. STAR should not give IRDs with ASI/IP output or CAM Module.
- II. **CAS Audit:** The MSO to provide all below information correctly: Make & version of CAS installed at Headend.
- CA system certificate to be provided by MSO.
 - 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 or Bouquet / Subscriber Package wise.
 - STB's & cards to be uniquely paired from MSO before distributing box down the line.
 - The MSO 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 STAR 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 MSO. CAS vendor required to certified reconciliation of data.
 - No activation/deactivation from direct CAS system, it must be routed via SMS client only.
 - MSO 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

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- 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 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 2 years
1. 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, Network ID, version and number 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 DAS area.
 - v. Review whether live diagram/fibre details of network are captured in SMS system
 - vi. To check if MSO 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/deactivation 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 fingerprinting 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 and genre of all Channels
 - xvii. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to STAR/Aggregators.

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- 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 number of subscribers – active & de-active separately
 - b. Deactive 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. Number 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 MSO before handing down the line distribution.

- MSO 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.
- The MSO should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by MSO's should be certified by their CAS vendor.
- Forensic watermarking to be implemented on the MSO 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 fingerprinting. 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 cable to facilitate Over the Cable ("OTC") 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

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- 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:** MSO 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 fingerprinting should not be removable by pressing any key from the remote.
 - The OVERT fingerprinting should be on the top most layer of the video.
 - The fingerprinting should be such that it can identify the unique STB number or the unique Viewing Card ("VC") number.
 - The fingerprinting should appear on all the screens of the STB, such as Menu, EPG etc.
 - The location of the fingerprinting should be changeable from the Head end and should be random on the viewing device.
 - The fingerprinting should be possible on global as well as on the individual STB basis.
 - The Overt fingerprinting and on-screen display ("OSD") messages of the respective company should be displayed by the MSO 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.**

- 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

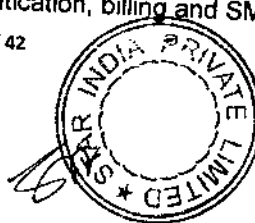
- Customer acquisition
- Provisioning of the subscriber in authentication, billing and SMS system

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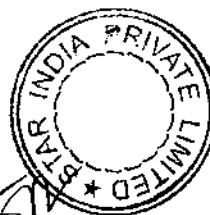
- Bouquet/Subscriber Package change request process
- Customer Retention process, if any
- Deactivation and churn process
- c) Understand/Verify the various Bouquets/Subscriber Package being offered to customers
 - Obtain details of all approved Bouquets/Subscriber Package and add on which are being 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
- d) 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
- e) 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
- 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
 - 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/representatives)
 - 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 for 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 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 MSO, to understand synchronization between multiple CAS and SMS.

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Customer ID: 122339

Agreement no. _____

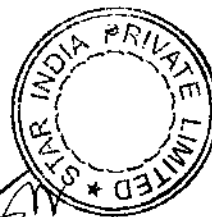
VII. The MSO undertakes to provide the CA Declaration Form and SMS Declaration Form in the format set out herein below.

S. Rajmawal

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Customer ID: 122339

Agreement no. _____

CA DECLARATION FORM
(On CAS Company Letterhead)
TO WHOMSOEVER IT MAY CONCERN

This is to certify that _____ having its
DAS headend at _____ has installed Conditional Access System (CAS)
from our company for its digital addressable cable network.

Date of CAS Installation: _____ CAS Version: _____
CAS ID: _____ NETWORK ID: _____

With respect to the CAS installed at above mentioned headend and in terms of Schedule 1 of the TRAI
(Digital Addressable Cable Television System) Notification dated 30 April 2012, 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.
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 Bouquet / Subscriber 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 Bouquet / Subscriber Package.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this CAS system.

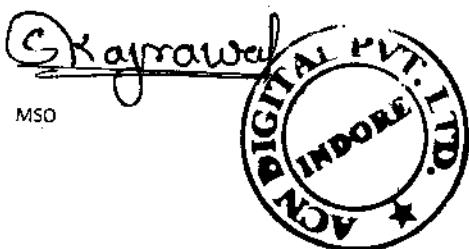
Thanking you,

For (CAS company name)
(Signature)

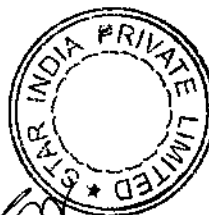
Name:

Designation:

Company seal:



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SMS DECLARATION FORM
(On SMS company letterhead)
TO WHOMSOEVER IT MAY CONCERN

This is to certify that _____, having its Registered Office address at _____ and having its DAS headend at _____ has installed SMS from our Company for its digital addressable cable network.

Date of SMS Installation: _____
 SMS Version: _____

With respect to the SMS installed at above mentioned headend and in terms of Schedule 1 of the TRAI (Digital Addressable Cable Television System) Notification dated 30 April 2012, 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 Bouquet / Subscriber 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)

Name: _____

Designation:

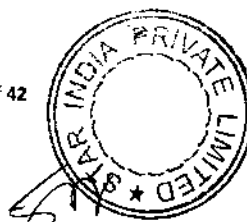
Company seal:

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Schedule - E
Territory

A. From January 1, 2018 to Dec. 31, 2018 (Part 1)

S.No	City / Town / Village	District	State	Headend Address
1	BANSWARA	BANSWARA	MADHYA PRADESH	Banswara Headend
2	MULTAI (M)	BETUL	MADHYA PRADESH	Indore Headend
3	PANDHURNA (M)	CHINDWARA	MADHYA PRADESH	Indore Headend
4	DAMOH (M + OG)	DAMOH	MADHYA PRADESH	Indore Headend
5	HATTA (M)	DAMOH	MADHYA PRADESH	Indore Headend
6	HINDORIA (NP)	DAMOH	MADHYA PRADESH	Indore Headend
7	NARSINGHGARH (CT)	DAMOH	MADHYA PRADESH	Indore Headend
8	PATHARIA (NP)	DAMOH	MADHYA PRADESH	Indore Headend
9	BANSATAR KHEDA (CT)	DAMOH	MADHYA PRADESH	Indore Headend
10	HIRDEPUR (CT)	DAMOH	MADHYA PRADESH	Indore Headend
11	JABERA (CT)	DAMOH	MADHYA PRADESH	Indore Headend
12	BADNAWAR (NP)	DHAR	MADHYA PRADESH	Indore Headend
13	BAKHATGARH	DHAR	MADHYA PRADESH	Indore Headend
14	KANWAN	DHAR	MADHYA PRADESH	Indore Headend
15	CHOTI NAGDA	DHAR	MADHYA PRADESH	Indore Headend
16	MULTHAN	DHAR	MADHYA PRADESH	Indore Headend
17	CHAUCHARA BINAGANJ	GUNA	MADHYA PRADESH	Indore Headend
18	GWALIOR (M CORP.)	GWALIOR	MADHYA PRADESH	Indore Headend
19	ITARSI (M + OG)	HOSHANGABAD	MADHYA PRADESH	Indore Headend

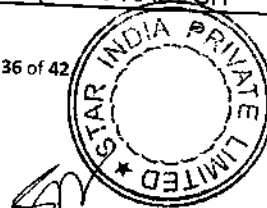
20	BABAI (NP)	HOSHANGABAD	MADHYA PRADESH	Indore Headend
21	SEMRI	HOSHANGABAD	MADHYA PRADESH	Indore Headend
22	SOHAGPUR (NP)	HOSHANGABAD	MADHYA PRADESH	Sohaghpur Headend
23	BHILAKHEDI	HOSHANGABAD	MADHYA PRADESH	Indore Headend
24	MEHARAGAON	HOSHANGABAD	MADHYA PRADESH	Indore Headend
25	PATHRAUDA	HOSHANGABAD	MADHYA PRADESH	Indore Headend
26	BANKHEDI	HOSHANGABAD	MADHYA PRADESH	Indore Headend
27	JABALPUR	JABALPUR	MADHYA PRADESH	Jabalpur Headend
28	SHAPURA	JABALPUR	MADHYA PRADESH	Jabalpur Headend
29	KATANGI	JABALPUR	MADHYA PRADESH	Jabalpur Headend
30	MANJOLI	JABALPUR	MADHYA PRADESH	Jabalpur Headend
31	BARELA	JABALPUR	MADHYA PRADESH	Jabalpur Headend
32	KARAMETA	JABALPUR	MADHYA PRADESH	Jabalpur Headend
33	KHANDWA (M CORP.)	KHANDWA	MADHYA PRADESH	Indore Headend
34	CHHANERA	KHANDWA	MADHYA PRADESH	Indore Headend
35	KHALWA	KHANDWA	MADHYA PRADESH	Indore Headend
36	JAWAR	KHANDWA	MADHYA PRADESH	Indore Headend
37	SEHADA	KHANDWA	MADHYA PRADESH	Indore Headend
38	ASHAPURA	KHANDWA	MADHYA PRADESH	Indore Headend
39	ATTAR	KHANDWA	MADHYA PRADESH	Indore Headend
40	CHAI GAON MAKAHAN	KHANDWA	MADHYA PRADESH	Indore Headend
41	DODWA	KHANDWA	MADHYA PRADESH	Indore Headend
42	KHAR KALAN	KHANDWA	MADHYA PRADESH	Indore Headend

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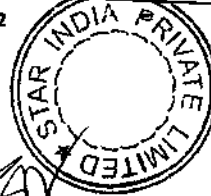
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43	BADGAON MALI	KHANDWA	MADHYA PRADESH	Indore Headend
44	SABALGARH	MORENA	MADHYA PRADESH	Sabalgarh Headend
45	KARELI (M)	NARSIMHAPUR	MADHYA PRADESH	Indore Headend
46	NARSIMHAPUR (M + OG)	NARSIMHAPUR	MADHYA PRADESH	Indore Headend
47	ROSER (CT)	NARSIMHAPUR	MADHYA PRADESH	Indore Headend
48	GADARWARA	NARSIMHAPUR	MADHYA PRADESH	Indore Headend
49	RATLAM (M CORP.)	RATLAM	MADHYA PRADESH	Indore Headend
50	JAORA (M + OG)	RATLAM	MADHYA PRADESH	Indore Headend
51	SAILANA	RATLAM	MADHYA PRADESH	Indore Headend
52	NAMLI	RATLAM	MADHYA PRADESH	Indore Headend
53	PIPLODA	RATLAM	MADHYA PRADESH	Indore Headend
54	DHAMNOD	RATLAM	MADHYA PRADESH	Indore Headend
55	DODAR	RATLAM	MADHYA PRADESH	Indore Headend
56	BANGROD	RATLAM	MADHYA PRADESH	Indore Headend
57	DHARAD	RATLAM	MADHYA PRADESH	Indore Headend
58	SEMLIYA	RATLAM	MADHYA PRADESH	Indore Headend
59	SIMLAWADA-2	RATLAM	MADHYA PRADESH	Indore Headend
60	GARHAKOTA (M + OG)	SAGAR	MADHYA PRADESH	Indore Headend
61	KHURAI (M)	SAGAR	MADHYA PRADESH	Indore Headend
62	MAKRONIA BUZURG (CT)	SAGAR	MADHYA PRADESH	Indore Headend
63	RAHATGARH (NP)	SAGAR	MADHYA PRADESH	Indore Headend
64	REHLI (M)	SAGAR	MADHYA PRADESH	Indore Headend
65	SAGAR (M CORP. + OG)	SAGAR	MADHYA PRADESH	Indore Headend
66	SAGAR CANTT (CB)	SAGAR	MADHYA PRADESH	Indore Headend

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67	BHAINSA (CT)	SAGAR	MADHYA PRADESH	Indore Headend
68	GAMIRIA SAGAR (CT)	SAGAR	MADHYA PRADESH	Indore Headend
69	KAPURIA (CT)	SAGAR	MADHYA PRADESH	Indore Headend
70	RAJAKHEDI (CT)	SAGAR	MADHYA PRADESH	Indore Headend
71	MAIHAR	SATNA	MADHYA PRADESH	Indore Headend
72	SATNA (M CORP. + OG)	SATNA	MADHYA PRADESH	Indore Headend
73	NAGOD	SATNA	MADHYA PRADESH	Indore Headend
74	SEHORE (M + OG)	SEHORE	MADHYA PRADESH	Indore Headend
75	NASRULLAGANJ	SEHORE	MADHYA PRADESH	NASRULLAHGANJ HEADEND
76	REHTI	SEHORE	MADHYA PRADESH	NASRULLAHGANJ HEADEND
77	ICCHAWAR	SEHORE	MADHYA PRADESH	Indore Headend
78	BILKISGANJ	SEHORE	MADHYA PRADESH	Indore Headend
79	SHAH DOL (M)	SHAH DOL	MADHYA PRADESH	Indore Headend
80	Umaria	Umaria	MADHYA PRADESH	Indore Headend
81	Anuppur	Anuppur	MADHYA PRADESH	Indore Headend
82	Burhanpur	Burhanpur	MADHYA PRADESH	Indore Headend
83	Seoni Malwa	Hoshangabad	MADHYA PRADESH	Indore Headend
84	Sanawad	Khargone	MADHYA PRADESH	Indore Headend
85	Simrol	Indore	MADHYA PRADESH	Indore Headend

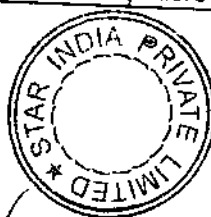
B. From 1 st July, 2018 to 31 Dec., 2018 (In addition to Part 1)				
S. No	City/ Town	District	State	Headend Address
1	Indore Town	Indore	Madhya Pradesh	Indore Headend
2	Bhopal Town	Bhopal	Madhya Pradesh	Indore Headend

Skayrawal

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STAR

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Schedule – F
LCN

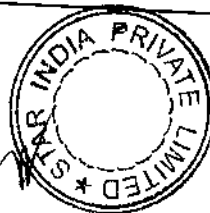
HD LCN		
HD Channels	HD LCN Rank	HD Genre
Star Plus HD	Top 1	Hindi Entertainment
Star Bharat HD	Top 5	Hindi Entertainment
Star Gold HD	Top 2	Hindi Movies
Star Sports HD1	Top 5	Sports
Star Sports HD2	Top 5	Sports
Star Sports 1 HD Hindi	Top 5	Sports
Star Sports Select HD1	Top 7	Sports
Star Sports Select HD2	Top 7	Sports
Star World Premier HD	Top 1	English Entertainment
Star World HD	Top 4	English Entertainment
Star Movies Select HD	Top 1	English Movies
Star Movies HD	Top 2	English Movies
National Geographic HD	Top 1	Infotainment
Nat Geo Wild HD	Top 3	Infotainment
Nat Geo People HD	Top 4	Infotainment
Fox Life HD	Top 1	Lifestyle
Baby TV HD	Top 2	Kids

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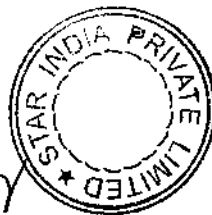
Nat Geo Music HD	Top 1	English Music
Star Pravah HD	Top 3	Marathi Entertainment
Star Jalsha HD	Top 1	Bengali Entertainment
Jalsha Movies HD	Top 1	Bengali Movies
Vijay HD	Top 3	Tamil Entertainment
Asianet HD	Top 1	Malayalam Entertainment
Maa HD	Top 2	Telugu Entertainment
Star Gold Select HD	Top 3	Hindi Movies
Maa Movies HD	Top 2	Telugu Movies
Star Suvarna HD	Top 2	Regional Kannada General Entertainment

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SCHEDULE G

License Fee

Sr. No.	During the Term (as applicable)	Fixed Monthly License Fee (in INR)	GSTIN of the MSO	State
1	January, 2018 to December, 2018 (MM/Year)	<u>100000</u>	23AATCS6439F1Z0	<u>Madhya Pradesh</u>

S. K. Rawat

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STAR

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S2

Additional Disclosures

Customer ID 111140

Agreement No. _____

Dated 29th AUG 2017

Yes No

Conflict of Interest: Whether the MSO is a related party to any Star employee? If yes, please provide details:

☐☒

Whether the MSO is a state owned enterprise or a Govt Company?
If yes, please provide details:

☐☒

Whether Key Management Personnel from MSO is a Govt Official?
If yes, please provide details:

☐☒

S. Jayaraj

For MSO