

REFERENCE INTERCONNECT OFFER (“RIO”)

PREAMBLE

1. This Reference Interconnect Offer (“RIO”) is being published by Associated Broadcasting Company Private Limited (“Broadcaster”), specifying the technical and commercial terms and conditions for retransmission of Broadcaster’s Channel through digital addressable platforms, in compliance with the Interconnection Regulations (*as defined in the Interconnection Agreement*), 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 Notifications”). Distribution platform operators (“Affiliate”) desirous of re-transmitting through their Digital Distribution Platform (*as defined in the Interconnection Agreement*) signals of Channel distributed by Broadcaster (“Channel”), may seek interconnection for the Channel on the basis of this RIO with effect from 06th December, 2024.
2. Every Affiliate desirous of availing signals of Channel, for retransmitting the same through such Affiliate’s Digital Distribution Platform, shall make a written request to the concerned person, from amongst the following persons designated (to receive request for receiving interconnection from distributors of television channels and grievance redressal thereof) by Broadcaster (*for the applicable Digital Distribution Platform in the applicable region*), by submitting the duly filled in application (along with true and correct information and documents) (“Application”). The application form is available at <https://www.tv9.com/docs/rio-application-form-news9.pdf>. It is understood that the Broadcaster shall not be obligated to consider Affiliate’s request / Application and/or reject the Application in case: (a) the Affiliate fails to furnish the filled-up application form (along with correct and accurate information and documents), and/or (b) the Affiliate is a defaulter of payments (quantified and/or unquantified), and/or (c) the Affiliate’s systems / equipment do not verifiably meet the requirements specified in Schedules III, IX and X of the Interconnection Regulations (as applicable), which have been included in the RIO / Interconnection Agreement as Annexure. For clarity, Affiliate’s Application shall be deemed to be incomplete/invalid till such time it furnishes complete and accurate information and documents along with the same and ensures that it is in compliance with stipulations herein.

No.	Region	Designated Person	Contact Number	Email
1.	North (<i>Delhi, Punjab, U.P &U.K, Haryana, H.P, J&K, Bihar</i>)	Amar Kumar	9999538171	amar.kumar@tv9.com
2	East (<i>West Bengal, Orrisa, North East 7 sisters, Sikkim</i>)	Ashutosh Nigam	9831022820	ashutosh.nigam@tv9.com
3	West (<i>Maharashtra, Goa, M.P, Chhattisgarh, Gujarat, UT’s in West.</i>)	Sushil Rai	9920198282	sushil@getconnected.co.in
4	South (<i>A.P, Telangana, Karnataka, Tamil Nadu and Kerala</i>)	Ch. Shanthan Kumar	9948505115	chittireddy.shanthan@tv9.com

3. If an Affiliate operates more than one type of Digital Distribution Platform, then it is required to make separate and independent request in the manner specified above for each type of Digital Distribution Platform. Further,

such Affiliate is required to execute a separate interconnection agreement for each type of Digital Distribution Platform it operates to access the Channel, provided it is eligible to receive signals from Broadcaster. For example, if an Affiliate operates both as an MSO and a HITS operator, it must execute two separate interconnection agreements: one for its MSO operations and another for its HITS operations; provided it has furnished filled-up application forms (along with correct and accurate information and documents), it is not a defaulter of payments, and all its systems / equipment meet the prescribed requirements. Similarly, if a Affiliate having Interconnection Agreement with Broadcaster for one type of Digital Distribution Platform, intends to obtain signals for another type of Digital Distribution Platform, then such Affiliate is required to make separate and independent request for signals in the manner specified above Affiliate such other type of Digital Distribution Platform. For clarity, merely because a Affiliate has an Interconnection Agreement with Broadcaster for one type of Digital Distribution Platform does not entitle it to receive signals for any other type of Digital Distribution Platform.

4. Upon receipt of the Application and/or before providing signals of Channel to the Affiliate, if Broadcaster is of the opinion that the Digital Distribution Platform of such Affiliate does not meet the requirements specified in Schedules III, IX and X of the Interconnection Regulations (as applicable), which have been included in the RIO / Interconnection Agreement as Annexures, then Broadcaster, may cause an audit of the Affiliate's Digital Distribution Platform by Broadcast Engineering Consultants India Limited ("BECIL") and/or by any of the auditors empaneled by TRAI (for conducting such audits) and provide a copy of the report prepared by BECIL / the applicable TRAI empaneled auditor to the Affiliate. Such audit of Affiliate's Digital Distribution Platform shall be commissioned by Broadcaster within such timelines as Broadcaster may decide in its sole discretion. Similarly, upon receipt of the Application and/or before providing signals of Channel to the Affiliate, Broadcaster may take steps to verify veracity of information and/or documents provided by Affiliate and whether or not Affiliate is defaulter in payments.
5. Pursuant to satisfactory completion of the aforementioned requirements, Broadcaster and the concerned Affiliate shall enter into the Interconnection Agreement annexed herewith to enable the AFFILIATE to avail and retransmit signals of Channel through Affiliate's Permitted Digital Distribution Platform (*as defined in the Interconnection Agreement*).
6. If Affiliate intends to use website copy of RIO based Interconnection Agreement (pursuant to satisfactory completion of the aforementioned requirements), then Affiliate must ensure that it signs, stamps and sends the then prevalent RIO based Interconnection Agreement of Broadcaster to Broadcaster along with relevant information and documents. It is hereby clarified that such Interconnection Agreement shall not be binding until such time as Broadcaster has not countersigned the same. It is hereby further clarified that if any old/earlier version of signed interconnection agreement is received from Affiliate 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 Affiliate shall not be considered by Broadcaster and Affiliate agrees that its request shall be invalid. Additionally, if a new/modified version of RIO / interconnection agreement has come into force before the signing of the RIO based interconnection agreement sent by Affiliate, then subject to such Affiliate's eligibility, such Affiliate will be required to execute the then prevailing version of RIO based interconnection agreement (and for clarity, the earlier version of RIO based interconnection agreement sent by Affiliate shall be deemed to be null and void).
7. In the event a Affiliate makes any modification and/or adds any noting or remarks ("Modification") to the Interconnection Agreement and/or in its communication (if any) (including at the time of its execution or even while sending a signed copy of the RIO based Interconnection Agreement downloaded from website), then such Modification shall be invalid *ab-initio* and non-binding. If deemed necessary, Broadcaster may call upon Affiliate to make a fresh request in the manner prescribed above and/or sign fresh Interconnection Agreement based on then prevailing RIO. For clarity, Interconnection Agreement is required to be executed on an 'as-is' basis.
8. Other Important Provisions:
 - (a) Notwithstanding anything to the contrary in this RIO / Interconnection Agreement, Broadcaster expressly reserves all of its rights and contentions, including those asserted in any past, present, or may be asserted in future litigations. This reservation applies to, but is not limited to the matters pending

before the Hon'ble Delhi High Court; and (c) any other / further petitions, matters, challenges, writ petitions, and appeals initiated or may be initiated or pending before any authority, tribunal, or court *inter-alia* concerning the RIO / Interconnection Agreement, its stipulations, or any arising challenges from such cases and matters. For ease of reference, all cases / matters (by whatever name called) are collectively referred to as "Matters".

- (b) Broadcaster reserves the right to alter, modify, and/or terminate the Interconnection Agreement, including based on the outcome of the aforementioned Matter(s). This right is in addition to, and not in derogation of, any other right Broadcaster may have.
- (c) Broadcaster reserves the right to take such legal actions against Affiliate / Affiliate Entity (including the right to disconnect signals of Subscribed Channel for reasons including, but not limited to, non-payment of dues, failure to ensure compliance with the Interconnection Agreement and/or obligations emanating from any other / erstwhile agreements (if any) and/or non-compliance with legal/regulatory framework, and other such instances.

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

The Agreement is executed on this ____ day of _____, 20____, by and between:

Associated Broadcasting Company Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at at First Floor, 8-2-2337/G&G1, Road No 3, Banjara Hills, Hyderabad 500034 (*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*)

- _____
- _____
- _____
- _____

[**Note:** Applicable address to be identified by Broadcaster by assigning tick marks (✓)]

AND

AFFILIATE (.....):

AFFILIATE'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 details below:

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

A. DACS License (if applicable)					
B. DTH License (if applicable)					
C. HITS License (if applicable)					
D. IPTV License (if applicable)					
Wireless Operational 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 (if applicable)					
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 coparceners in case of a Hindu Undivided Family (HUF)).

RECITAL:

- (A) Broadcaster is the owner of the Channel (having relevant up-linking and/or downlinking permission from the Ministry of Information & Broadcasting (hereinafter referred to as MIB)), to distribute signals of the Channel in India.
- (B) Affiliate is a Distribution Platform Operator authorized to retransmit signals of satellite television channels through its applicable Permitted Digital Distribution Platform in the Territory, for reception of such signals of satellite television Channel on Subscribers’ television sets connected to Affiliate’s Set Top Boxes (hereinafter referred to as STBs).
- (C) Affiliate is desirous to subscribe Subscribed Channel for further retransmission through its applicable Permitted Digital Distribution Platform in the Territory and in this regard has approached Broadcaster and has represented that it and its Permitted Digital Distribution Platform is in compliance of all Applicable Laws.

RECITAL:

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH 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 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 Channel 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 Channel as per the SMS and whose Set Top Box has not been denied signals;
- vii. **"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 the Subscriber Report submitted by the Affiliate in the manner specified in the format attached to the Agreement;
- viii. **"Average Active 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 the Affiliate in the manner specified in the format attached to the Agreement;
- ix. **"Anti-Piracy Obligations"** shall mean necessary compliances to ensure prevention / curbing of piracy as set out in **Annexure B** of this Agreement;

- x. "**A-La-Carte RTA**" shall mean the a-la-carte rate of the Channel applicable to Affiliate, as is mentioned in Annexure-D attached to the Agreement, which has been arrived at after deducting Distribution Margin of twenty percent (20%) of the MRP of the Subscribed Channel;
- xi. "**BIS**" shall mean Bureau of Indian Standards;
- xii. "**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;
- xiii. "**Broadcaster Channel**" shall mean and refer to the linear satellite channel owned and / or operated by the Broadcaster and offered for subscription on a-la-carte basis 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;
- xiv. "**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 Affiliate;
- xv. "**CAS**" shall mean the conditional access system maintained by the AFFILIATE 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;
- xvi. "**Cable TV Act**" means the Cable Television Networks (Regulation) Act, 1995 as amended from time to time;
- xvii. "**Channel**" shall mean and refer to one or more of Broadcaster's Channel which is subscribed to by the AFFILIATE by way of this Agreement, as a-la-Carte, by way of specific selection by the Affiliate as set out in **Annexure D**;
- xviii. "**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 Channel 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;
- xix. "**Change Event**" means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the Affiliate or any change of Control or change in the management or acquisition of majority shares or controlling power of the Affiliate or acquisition by the Affiliate (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 Affiliate's assets and / or purchasing the whole or a substantial portion of the assets of another entity by the Affiliate (directly or indirectly);
- xx. "**Commencement Date**" shall have the meaning assigned to it in Preamble A of this Agreement;
- xxi. "**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 Affiliate 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;
- xxii. "**CPE**" means customer premises equipment to be used;
- xxiii. "**DEITY**" means the Department of Electronics and Information Technology;

- xxiv. **“Disconnection Notice”** means notice by the Broadcaster to discontinue services to Affiliate;
- xxv. **“Distribution Margin”** shall mean the AFFILIATE’s share of revenue for the Distribution of Subscribed Channel to Subscribers. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel, multiplied by the Monthly Average Subscriber Level;
- 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 Channel 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. **“Integrated Receiver Decoder”** or **“IRD”** or **“DSR”** shall mean decoder, receiver or integrated receiver-decoders as set out in **Annexure F**, 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 by AFFILIATE;
- xxxiii. **“Intellectual Property”** shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Channel including but not limited to Broadcast Reproduction Rights under the Copyright Act, 1957; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channel; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Channel;
- xxxiv. **“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;
- xxxv. **“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;
- xxxvi. **“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, 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.

- xxxvii. **“Local cable Operator”** or **“LCO”** means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;
- xxxviii. **“MIB”** means the Ministry of Information and Broadcasting, Government of India;
- xxxix. **“MEITY”** means the Ministry of Electronics and Information Technology, Government of India;
- xl. **“Payment Due Date”** shall have the meaning assigned to it as per this Agreement;
- xli. **“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;
- xlii. **“Piracy”** shall have the meaning ascribed in this Agreement which deals in Anti-Piracy;
- xliii. **“Piracy Event”** means an event that fulfills the conditions of piracy;
- xliv. **“Permitted Digital Distribution Platform”** with respect to this Agreement, means the Digital Addressable Platform for which the Affiliate has filled in the applicable details;
- xlv. **“Packages”** shall mean various packages / combination / assortment of channels and/or bouquets of channels (comprising of channels and/or bouquets of channels of one or more broadcaster(s) offered by the Affiliate to Active Subscribers;
- xlvi. **“Platform”** shall mean, with respect to Affiliate, such Affiliate’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 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.

- xlvi. **“Reference Interconnection Offer”** or **“RIO”** means this document published by the Broadcaster on its website specifying terms and conditions on which the Operator 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 in de-scrambled form;
- xliv. **“Subscriber management System”** or **“SMS”** means a system or device which stores the Subscriber records and details at the Affiliate’s end with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Broadcaster Channel subscribed by the Subscriber, price of such Broadcaster Channel as defined in the system, the activation or de-activation date and time for any Broadcaster Channel or bouquets of Broadcaster 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 Affiliate;
 - i. **"Subscriber”** means any ordinary subscriber availing the Channel 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.
 - ii. **“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;
 - iii. **“Territory”** means the territories listed in **Annexure E** of this Agreement;
 - iv. **"TDSAT"** shall mean Telecom Disputes Settlement and Appellate Tribunal;
 - v. **“Technical Audit”** shall mean audit conducted by the Broadcaster as per given format;
 - vi. **“Technical Specifications”** means the technical specifications as set forth in this Agreement to which the AFFILIATE’s Digital Addressable Platform must comply with;
 - vii. **“Term”** shall mean the period specified in **Clause 2** of this Agreement;
 - viii. **"TRAI"** shall mean the Telecom Regulatory Authority of India;
 - ix. **"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 Affiliate 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	ASSOCIATED BROADCASTING COMPANY PRIVATE LIMITED & AFFILIATE
2. TERM	Unless terminated earlier in accordance with the terms of this Agreement, the "Term" shall be for a period of One (1) Year from the date of execution of this Agreement and shall include amendments / extensions if any, issued by Broadcaster.
3. SUBSCRIBED CHANNEL	<p>The Affiliate agrees to subscribe to the signals of Channel on A-la-carte basis by specifically opting for the same in Annexure D.</p> <p>The Affiliate shall mandatorily offer the Subscribed Channel 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.</p> <p>In the event the Affiliate intends to subscribe for any additional channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Affiliate may do so by executing the Form for Amendment of Subscribed channels and Subscribed Bouquets.</p>
4. TERRITORY	<p>Affiliate agrees to offer the Subscribed Channel in the Territory as set out in Annexure E.</p> <p>The Affiliate 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 the Broadcaster in the manner set out herein below:</p> <p>In the event, the Affiliate desires to extend its operation by adding a New Territory, the Affiliate shall at least thirty (30) days prior submit the Form for Amendment of Territory of Affiliate. Subject to Broadcaster's execution of the Form for Amendment of Territory of Affiliate within thirty (30) days from the receipt thereof, the New Territory shall be deemed to be a part of Annexure E hereto and Affiliate shall be permitted to extend its operations to New Territory, as per applicable Law. On execution, the Form for Amendment of Territory of Affiliate shall be deemed to be an integral part of this Agreement.</p> <p>In the event the Broadcaster does not execute the Form for Amendment of Territory of Affiliate and objects to the extension of operations of the Affiliate to the proposed New Territory within 30 days of receipt of the Form for Amendment of Territory of Affiliate, the Affiliate shall not re-transmit the signals of the Subscribed Channel, directly or indirectly, beyond the Territory. If the Affiliate re-transmits the signals of the Subscribed Channel 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.</p>

	<p>It is therefore, mutually agreed between the Parties that 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.</p>
<p>5. RIGHTS GRANTED</p>	<p>The Affiliate shall request for the signals of the Channel 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 Affiliate and subject to the Affiliate fully complying with all the terms and conditions as set out in this Agreement, the Broadcaster hereby grants to the Affiliate the non-exclusive, non-transferable, limited license and right to receive the signals of the Channel 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 Affiliate undertakes to re-transmit the Channel along with all available language feeds of the Channel, during the Term hereof in an encrypted form owned and operated by Affiliate in an uninterrupted form on a 24x7x365 basis.</p> <p>Upon grant of signals from the Broadcaster, the Affiliate shall mandatorily offer the subscribed Channel 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).</p> <p>All other rights and means of distribution not specifically and expressly granted to Affiliate 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.</p> <p>For the avoidance of doubt, this also excludes the distribution of any content of the Channel 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 Affiliate also agrees to re-transmit the Channel 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 Affiliate shall not sub-license the rights and license granted hereunder to any third party without prior permission / approval of the Broadcaster.</p> <p>Usage of Digital Video Recorder (DVR) or Personal Video recorder (PVR) by the Affiliate 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.</p> <p>The Affiliate shall offer all contributory language feeds for the Channel to every Subscriber entitled to access the Channel provided that the Affiliate has opted for such contributory language feeds of the channel.</p> <p>The Affiliate shall under no circumstance, sub-license and / or assign and / or transfer the rights granted to it by the Broadcaster.</p> <p>The Affiliate shall not push content into STB, there shall not be automatic advertisement skipping function and /or the Affiliate shall not create a virtual Video on Demand or other demand service in respect to the Broadcaster's Channel.</p> <p>Any agreement entered into by the Affiliate, its sub-Operators with a Subscriber shall not relieve the Affiliate, its sub-Operators of any of their obligations under this Agreement and the Affiliate 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.</p>

<p>6. OFFERING OF CHANNEL</p>	<p>The Affiliate shall offer the Channel to the subscribers on Ala-carte.</p> <p>The Affiliate shall package the Channel as per applicable law and the packaging of the Channel of the Broadcaster shall not be disadvantaged or discriminated vis-à-vis the other channels of the same genre.</p>
<p>7. AUTHORIZED SUBSCRIBER</p>	<p>Authorized Subscriber means any Subscriber who receives the signals of the Channel from the Broadcaster at a place indicated to the Affiliate 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.</p> <p>Ordinary Subscriber means a subscriber who is not a Commercial Subscriber.</p> <p>A-la-Carte Rate of Broadcaster’s Channel applicable to Ordinary Subscribers is as per Annexure D of this Agreement.</p> <p>The Affiliate shall not be permitted nor shall be entitled to activate the STB / provide signals of the Channel to any Subscriber(s) who has 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 by issuing a Disconnection Notice for non-compliance. In the event the Affiliate is permitted to provide signals to both Ordinary and Commercial Subscribers, then the CAS and SMS system of the Affiliate must be at all times capable of segregating Ordinary and Commercial Subscribers, whereby two separate and distinct SMS reports shall be submitted by the Affiliate to Broadcaster.</p> <p>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 Affiliate to receive the Channel, then such Supplementary Connection(s) shall be considered as a separate and distinct “Subscriber” in all respects including Subscription Fee. The Affiliate shall maintain proper and accurate records of such Supplementary Connection(s) and shall furnish the details thereof as and when required by Broadcaster.</p> <p>It is hereby agreed and acknowledged by the Parties that this Agreement does not confer upon the Affiliate, any right to distribute the Broadcaster’s Channel 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 Channel.</p>
<p>8. SUBSCRIPTION FEE AND CALCULATION OF MONTHLY SUBSCRIPTION FEE</p>	<p>In consideration of the Rights Granted under this Agreement, the Affiliate 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.</p> <p>Calculation of the Monthly Subscription Fee</p> <p><u>Subscribed A-la-carte Channel:</u></p> <p>If the Affiliate is offering the Subscribed A-la-carte Channel on A-la-carte basis, the Monthly Subscription Fee payable by the Affiliate for a particular month of the Term shall be the Affiliate List Price multiplied by the Monthly Average Subscriber Level. For illustration kindly refer to Illustrations in Annexure D of this Agreement.</p> <p>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 Affiliate agrees and unconditionally undertakes to pay the Subscription Fee as per applicable Law. Such increase in</p>

	<p>Subscription Fee will be supported with a valid debit note to be raised by Broadcaster in accordance with the GST Laws.</p>
<p>9. PAYMENT TERMS</p>	<p>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 Affiliate without any deduction except deduction of applicable withholding tax / TDS as per the provisions of Income Tax Act, 1961 and Rules framed thereunder.</p> <p>Within seven days from the end of each calendar month (“Subscriber Report Due Date”), the Affiliate 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 Affiliate.</p> <p>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 Affiliate (“Invoice”). The Affiliate shall have an obligation to pay to the Broadcaster the Subscription Fee in full within the Payment Due Date.</p> <p>The Affiliate 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.</p> <p>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 Affiliate. Any revision if required to the Invoice may be addressed through debit or credit notes, as may be required as per prevailing Applicable Law.</p> <p>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 Affiliate 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 <i>above</i>.</p> <p>In a given month, if the Affiliate 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 Affiliate shall be under an obligation to pay the Subscription Fee on the basis of the Provisional Invoice (<i>defined below</i>) in accordance with the terms of this clause. The Broadcaster shall raise a Provisional Invoice (<i>defined below</i>) towards the Subscription Fee of such amount as shall be increased by 10% of the total Subscription Fee of the invoice raised on the Affiliate for the immediately preceding month (“Provisional Invoice”). Provided that the Affiliate 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 Channel as per Applicable Law.</p> <p>The Affiliate shall promptly notify the Broadcaster in case the Affiliate 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 (<i>as the case may be</i>) shall be deemed to be delivered to the Affiliate if no such notification is received from the Affiliate.</p> <p>The Affiliate shall make payment of the applicable Invoice or Provisional Invoice (<i>as the case may be</i>) 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 Affiliate 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</p>

	<p>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 Affiliate’s absolute obligation to pay the monthly subscription fees on or before the Payment Due Date.</p> <p>The imposition and collection of interest on late payments does not constitute a waiver of the Affiliate’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.</p> <p>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 Affiliate’s cost and will be charged at the prevailing rates by the Broadcaster to the Affiliate.</p> <p>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 Affiliate 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.</p> <p>The Affiliate 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 Affiliate on first-in-first-out basis, which the Affiliate shall accept without any objection.</p> <p>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 Affiliate shall withhold taxes at the rate specified in accordance with the same certificate.</p> <p>In the event the Affiliate 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 Affiliate shall continue to be bound to pay the Subscription Fee in the manner contemplated in this Agreement.</p> <p>The Broadcaster shall have the right to audit the Addressable Systems, CAS, SMS and other related systems of the Affiliate by an Empaneled Auditor to verify the Affiliate’s compliance of its obligations, declarations, representations and warranties under this Agreement including but not limited to the accuracy and validity of the monthly Discount Qualifying Reports submitted by Affiliate to Broadcaster for availing discount hereunder.</p>
<p>10. EPG</p>	<p>Before the signing of this Agreement, the Affiliate shall make available to the Broadcaster the Electronic Programme Guide (“EPG”) of the Affiliate’s platform.</p> <p>During the entire duration of the Term, the EPG of the AFFILIATE shall at all times contain the information of the programs being shown on all Channel in a manner pre-approved by the Broadcaster without any cost or fee to the Broadcaster. The Affiliate shall provide the format in which the said information regarding all the Channel shall be furnished by Broadcaster.</p> <p>The Affiliate shall ensure that while determining the relative positioning of the Channel i.e. EPG and the Logical Channel Number (“LCN”) for the Channel, the positioning of the Channel 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.</p> <p>All changes will be made in good faith without targeting the Channel for discriminatory treatment vis-à-vis similar / comparable channels falling within the same genres.</p>
<p>11. PROMOTIONAL OFFER</p>	<p>Broadcaster reserves its right to launch Promotional Offer as per Applicable Law.</p>
<p>12. INTEGRATED RECEIVER DECODERS (“IRD”) AND VIEWING CARDS (“VC”)</p>	<p>IRD shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channel 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 Channel of the Broadcaster subscribed by the Affiliate. The Broadcaster shall provide IRDs to the Affiliate or has already</p>

provided the IRD's to be used by the Affiliate for decoding the subscribed Channel, the details of which are mentioned in the hardware form, attached herewith as **Annexure F** which shall at all times remain the property of the Broadcaster and not of the Affiliate.

The Viewing Cards required for the IRD, shall always be provided by the Broadcaster to the Affiliate and shall at all times remain the property of the Broadcaster and not of the Affiliate.

The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions, repairs, replacement or maintenance of equipment.

In the event the Affiliate 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 Affiliate to make the following payments against delivery of the equipment:

- i) **Processing Fee:** Broadcaster may require the Affiliate to pay one-time non-refundable processing fee towards the equipment for the Channel as per Broadcaster policy.
- ii) **Replacement Fee:** In case the Affiliate requires replacement of a defective IRD / VC, the Affiliate 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 Affiliate 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 Affiliate, shall at all times remain the property of the Broadcaster. Broadcaster may require Affiliate to pay a refundable interest free Security Deposit before Broadcaster delivers an IRD(s) / VC(s) to the Affiliate.

The Broadcaster makes no representation or warranty as to the capabilities of the IRD(s) / VC(s) provided by it to the Affiliate. 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 Affiliate 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 Affiliate 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 Affiliate 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 Affiliate and deactivate the Viewing Card(s). In the event, the Affiliate fails to return the equipment to the Broadcaster, the Affiliate 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 Affiliate returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the Affiliate 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 Affiliate, the Affiliate shall ensure that the authorized personnel of the Broadcaster are allowed free and unobstructed access to the premises of the Affiliate where the IRD(s) / VC(s) are installed and take possession of the same. The Affiliate 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 Affiliate's right to receive and re-transmit the Channel(s) shall be conditional upon the performance by the Affiliate 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.

Affiliate covenants and undertakes to ensure the following with respect to each IRD and VC provided by Broadcaster to the Affiliate:

- (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 Affiliate 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 Affiliate 's possession, the Affiliate shall immediately inform the Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Affiliate 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 Affiliate. In case the IRD / VC is not recovered, the Security Deposit with the Broadcaster shall stand forfeited towards penalty and damages and the Affiliate agrees that the Broadcaster shall be free to recover the balance costs of the IRD / VC from the Affiliate.
- (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 Affiliate, 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 Affiliate 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. Affiliate 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 Affiliate 's Security Deposit, as made by the Affiliate, shall stand forfeited. Further, the Broadcaster shall be free to recover the balance cost of such IRD from the Affiliate. The Affiliate 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 Affiliate merges or amalgamates with another entity or ceases to operate its Platform, the equipment supplied by the Broadcaster to the Affiliate shall be returned forthwith to the Broadcaster. In case the equipments are damaged due to negligence of the Affiliate, the Broadcaster shall be authorized to recover a penalty equal to the actual repair cost from the Affiliate and in the event the equipment(s) are beyond repair, the Affiliate 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 Affiliate.

<p>13. CHANGE EVENT</p>	<p>The Affiliate 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 transmitted to the Affiliate as per Applicable Laws.</p> <p>The Affiliate agrees and acknowledges that the Affiliate shall be entitled to connect or make available the signals of the Broadcaster Channel through the Distribution System to any independent Affiliate 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 Channel under their agreement with the Broadcaster. Any breach by or on the part of the Affiliate with regard to this Clause 14 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 Affiliate 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 AFFILIATE and the Competing Entity.</p>
<p>14. SUBSCRIBER MANAGEMENT SYSTEM AND SUBSCRIBER REPORTS</p>	<p>The Affiliate 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 Annexure G and is capable of at a minimum:</p> <ul style="list-style-type: none"> (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. <p>The Affiliate warrants that any activation or de-activation of a subscriber’s Set Top Box shall be processed simultaneously through both CAS and SMS. The AFFILIATE 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 this Agreement. (“Subscriber Report”).</p> <p>Subscriber Reports shall specify all information required including but not limited to the number of Subscribers for the Channel, each Package in which the Channel is included, monthly per subscriber distributor retail price of each of the Channel, composition of each Package offered by the Affiliate and shall be signed and attested by an officer of the Affiliate 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.</p> <p>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.</p> <p>The Affiliate shall maintain throughout the Term and for at least 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 Affiliate pursuant to this clause, (ii) the payments due to the Broadcaster hereunder, and (iii) the Affiliate</p>

	<p>compliance with its anti-piracy obligations as set out in this Agreement.</p> <p>The obligation of the Affiliate 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.</p> <p>The Parties agree that timely submission of the Subscriber Reports shall be material obligation of the Affiliate and time is an essence of the contract. The Affiliate 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.</p> <p>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.</p>
<p>15. AUDIT</p>	<p>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 Affiliate 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 B of this Agreement read with the Applicable Law as amended from time to time.</p> <p>Provided that, if the Addressable System of the Affiliate 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 Affiliate by an auditor empaneled by TRAI.</p> <p>Provided that the Affiliate 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 Affiliate 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 Affiliate 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 Affiliate and to the satisfaction of the Broadcaster.</p> <p>In the event an audit reveals that the Affiliate 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:</p> <ol style="list-style-type: none"> <li data-bbox="507 1413 1559 1592">i. The Affiliate 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 Affiliate by 2% or more, the Affiliate 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 <li data-bbox="507 1626 1559 1776">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 and / or to terminate this Agreement as per Applicable Law, in the event the Affiliate 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. <p>The AFFILIATE 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.</p> <p>In the event during the audit exercise it is found that the Affiliate has not informed the Broadcaster in writing about any change / replacement of its existing SMS / CAS system declared at the time of</p>

	<p>execution of the Agreement or in case where the Affiliate 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 Channel 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 the Channel from the Commencement Date of the Agreement.</p> <p>The AFFILIATE 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 Affiliate 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.</p> <p>The Affiliate 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 Affiliate's records or accounts shall prevent the Broadcaster from later disputing the accuracy or completeness of the same. The Affiliate 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 Affiliate'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. Affiliate 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.</p> <p>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 AFFILIATE; 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.</p> <p>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 v, it is revealed that the v has misrepresented any information contained in the Discount Qualifying Report or any item having a bearing on the computation of the opted Discounts and/or the Monthly Subscription Fee payable by the Affiliate, the Broadcaster shall be entitled to revoke all the Discounts availed by the Affiliate 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.</p> <p>The Affiliate also acknowledges and confirms that in the event the Affiliate 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 Affiliate's headend on the scheduled audit date and where the audit is cancelled or postponed or abandoned, due to any reason attributable to the Affiliate, 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 Affiliate as due and payable to the Broadcaster. The Affiliate agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the Affiliate in this regard.</p>
<p>16. ADVERTISING AND PROMOTION</p>	<p>The Broadcaster grants to the Affiliate the non-exclusive, revocable and non-assignable right during the Term to use the Channel Marks solely in connection with Affiliate's advertising and promotion of the Channel as available on its Platform and in a manner that has been pre-approved by the</p>

	<p>Broadcaster. The Affiliate shall use its best efforts to promote awareness of the Channel among its Subscribers and potential subscribers.</p> <p>The AFFILIATE agrees to give:</p> <ol style="list-style-type: none"> 1. an equivalent amount of marketing support for the Channel as it provides to other channels of the same genre; 2. similar treatment to Channel 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 for participation in events and promotions that Affiliate undertakes subject to commercial agreement for each event. 3. The Affiliate 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 is being offered to them. <p>The Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channel. The Affiliate shall cooperate with the Broadcaster in such research by making available information reasonably requested by the Broadcaster.</p>
<p>17. INTELLECTUAL PROPERTY</p>	<p>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 Channel.</p> <p>The Affiliate acknowledges that all Intellectual Property including Channel Marks and associated marks and names (and the names of programs which appear in the Channel and the content thereof) are and shall remain the exclusive property of the Broadcaster.</p> <p>The Affiliate agrees and undertakes to distribute the Channel in its entirety in the same manner as the Channel is 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.</p> <p>The Affiliate 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 Affiliate for the purpose of this Agreement. The Affiliate acknowledges and agrees that the Affiliate shall have right to use the Channel Marks to promote the Channel through programme guide, programme listing, internet website and for the purpose of displaying the EPG, if any.</p> <p>The Affiliate 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 Affiliate with respect to the programmes included in the Channel. The Affiliate 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 Affiliate by Broadcaster for the purpose of this Agreement.</p> <p>All rights to the Channel and its contents are specifically reserved to the Broadcaster, and Affiliate shall not have any claim over the same.</p> <p>Notwithstanding anything contained in this Agreement, the Affiliate 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 Channel in its sole discretion.</p> <p>However, the Affiliate can use the Channel Marks to promote the Channel through programme guide, programme listing and for the purpose of displaying the electronic program guide. The Affiliate shall use its best efforts to promote awareness of the Channel among its subscribers and potential subscribers.</p>

<p>18. DELIVERY & SECURITY</p>	<p>The Affiliate shall install decoding equipment and all other equipment necessary to receive and distribute the Channel, at its own cost and expense.</p> <p>The Channel must be delivered by the Affiliate 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.</p> <p>It is expressly clarified that that the Affiliate shall offer the Channel at all times as a linear television service only on 24 hours per day, 7 days per week, 365 (6) days a year basis. Further the Channel 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.</p> <p>The transmission specifications and infrastructure allocated by the Affiliate in respect of the broadcast signal of the Broadcaster’s Channel by Affiliate to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its Platform.</p> <p>The Affiliate’s transmitting facilities shall be fully capable of individually addressing subscribers on a channel-by channel and decoder-by-decoder basis.</p> <p>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).</p> <p>Where the Affiliate shares its platform infrastructure with any other Affiliate or where the Affiliate avails the infrastructure facility from any other Affiliate (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 Affiliate’s as formulated by TRAI, MIB and as amended from time to time.</p> <p>The signals of all the channels must be delivered by the Affiliate to Active subscribers in a securely encrypted manner on its platform in linear mode using DAS technology and such DAS technology shall always meet the requirements of Annexure-H during the term.</p>
<p>19. OBLIGATIONS OF THE AFFILIATE</p>	<p>The Affiliate shall, at its own cost and expense, receive the Channel from designated satellites and re-transmit the Channel through its Permitted Digital Distribution Platform to the Broadcaster’s Subscribers in the Territory.</p> <p>Irrespective of the Affiliate’s collection of its invoiced monthly amounts from the Broadcaster’s Subscribers in a timely manner, the Affiliate shall pay the Subscription Fee within the Payment Due Date prescribed in this Agreement.</p> <p>Subject to technical and operational feasibility, the Affiliate, 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 Affiliate.</p> <p>The Affiliate shall, in a non-discriminatory manner, ensure re-transmission of such high-quality encrypted signals of the Channel through Affiliate’s Permitted Digital Distribution Platform to the Broadcaster’s Subscribers as are equal to the signal quality of other channels re-transmitted through the Affiliate’s Platform to all active Subscribers. In any event, the signal re-transmission quality of the Affiliate’s Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.</p> <p>The Affiliate shall take all necessary action to prevent unauthorized access of the Channel through its Platform and shall regularly provide to the Broadcaster with updated piracy reports.</p>

	<p>The Affiliate shall ensure that the Channel shall be disadvantaged or otherwise treated less favorably in any manner by the Affiliate with respect to channels of other broadcasters.</p> <p>The Affiliate shall obtain from the Broadcaster the EPG/FPCs for the Channel and the Affiliate shall ensure that such EPG/FPCs are displayed on the EPG of the Affiliate’s Platform at all times during the Term.</p> <p>The Affiliate 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 Affiliate’s violation of the applicable GST laws. The Affiliate 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.</p> <p>Prior to the Affiliate discontinuing re-transmission of the Channel 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 Affiliate shall provide fifteen (15) days’ prior written intimation to the Broadcaster along with all supporting data and information including the Subscribers Report.</p> <p>The Affiliate 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 Affiliate or any of its representatives, agents, employees, or consultants.</p> <p>The Affiliate shall make the payment of Monthly Subscription Fee irrespective of the Affiliate’s collection of the invoices Monthly Subscription Fee from its sub- Affiliate /affiliate/LCOs/subscribers in a timely manner, the Affiliate shall pay the Monthly Subscription Fee on or before the Due Date prescribed in this Agreement.</p>
<p>20. NO ALTERATION OF SIGNALS</p>	<p>No Alteration of Signals:</p> <p>22.1 The Affiliate agrees to carry the Channels in their entirety, in the order and at the time transmitted by Broadcaster without any editing, delays, alterations, interruptions, picture squeezing or resizing, insertion of graphic or animated overlays, pull throughs or crawls, deletions or additions except as authorized in advance in writing by Broadcaster. The Affiliate shall not redistribute any portion of the channels except as specifically authorized by Broadcaster in writing.</p> <p>22.2 The Affiliate shall not reconfigure, combine, alter, edit, manipulate, dub, subtitle 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 Affiliate shall not enable or otherwise permit subscribers to do any of the forgoing acts expect that the Affiliate can provide Recorder facility to the subscribers in accordance with the interconnection regulations, provided the use of such Recorder is regulated by the agreement between the Affiliate 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 subscriber as stated herein.</p> <p>22.3 The Affiliate agrees and undertakes not to obscure, superimpose or otherwise alter the intends or logos of the channels in any manner whatsoever. The Affiliate is allowed to only add/oblique insert its own trademark or logo in the form of the translucent water mark (“Insertion”) while retransmitting and distributing the channels on the platform provided such insertions shall be subject to the following conditions:</p> <p>(a) The insertions shall be inserted on all other channels distributed on the platform by the Affiliate;</p> <p>(b) At any point in time there will only be a single insertion;</p> <p>Page 11 of 37</p> <p>(c) The insertion shall not be more prominent than the respective channel logo;</p> <p>(d) 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</p> <p>(e) The insertion shall not obscure or overlay the channels logo’s or any program that appears on the channels.</p> <p>22.4 The Affiliate shall not alter the screen on which the channel will be exhibited by inserting or superimposing any form of advertising; and</p>

	<p>22.5 Any marketing or promotional activity in respect of or involving the channels or any standalone programming of such channels only be carried out by the Affiliate in terms of this agreement or by taking a prior written approval of Broadcaster. The Affiliate, however, will ensure that Broadcaster is included in all marketing and promotional activity that it would undertake from time to time on its own.</p>
<p>21. CHANNEL TRANSMISSION, ACCESS AND DISTRIBUTION</p>	<p>Receiver Box or IRD Broadcaster will provide an Integrated Receiver Decoder to allow the Affiliate to access to each of the Broadcaster Channels, the details of which are provided in the Hardware Form.</p>
<p>22. VIEWING CARDS</p>	<p>Broadcaster shall provide the Affiliate with the necessary Viewing Cards to decode each Channel, the details of which are provided in the Hardware Form. This shall be subject to the Affiliate:</p> <p>24.1 using its reasonable commercial endeavors to ensure that they are not tampered with in any way, and</p> <p>24.2 informing Broadcaster immediately if they are lost or stolen.</p> <p>24.3 The IRD/ Viewing Card(s) supplied by Broadcaster shall at all times remain the sole and exclusive property of Broadcaster and the Affiliate shall forthwith return the same to Broadcaster upon expiry or termination of the Agreement for any reason whatsoever and/ or, at the request of Broadcaster.</p> <p>24.4 The Affiliate shall not pledge, charge, encumber or in any way part with the possession of the IRD/Viewing Card(s) without the prior written permission of Broadcaster. Further, it shall not remove or replace any or all parts of the IRD/Viewing Card(s). The Affiliate shall allow authorized employees or agents of Broadcaster, free access to the IRD/Viewing Card(s) to check whether the IRD/Viewing Card(s) is being properly used.</p> <p>24.5 The Affiliate will be responsible for bearing the costs for downlinking of the Channels as per the satellite feed provided by Broadcaster</p>
<p>23. ANTI-PIRACY</p>	<p>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 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 (hereinafter collectively referred to as the “Security Systems”) as may be specified (security specifications), in writing, from time to time, by the Broadcaster.</p> <p>To ensure the Affiliate’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 Affiliate’s right to distribute the Channel 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 Affiliate 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 Affiliate to the Broadcaster’s satisfaction. For every Technical Audit, Affiliate 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.</p> <p>The Affiliate shall deploy Fingerprinting mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channel, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365 basis.</p> <p>The Affiliate shall not authorize, cause or suffer any portion of any of the Channel to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the</p>

	<p>Affiliate at the time the Channel(s) are made available. If Affiliate becomes aware that any unauthorized third party is recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channel for any other purpose, the Affiliate shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using the Channel for any other purpose, notify the Broadcaster and the Affiliate shall also switch off the concerned Set Top Box to prevent such unauthorized use.</p> <p>If so instructed in writing by the Broadcaster, 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 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 Affiliate shall be under obligation to act upon such Information.</p> <p>Affiliate 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 Affiliate in writing from time to time.</p>
<p>24. BROADCASTER’S SUSPENSION RIGHTS</p>	<p>Subject to any Applicable Laws, the Broadcaster shall have the right to suspend delivery of the Channel to the Affiliate forthwith / after giving notice in terms of the applicable Law, in the event of:</p> <ol style="list-style-type: none"> i. a material breach related to Subscription Fee if the same is not paid by the Affiliate 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 Affiliate’s License or any other material license necessary for Affiliate to operate its Platform. vi. If there is change in the ownership, management or control of the Affiliate which is not pre-approved by the Broadcaster.
<p>25. ALTERATION OF CHANNEL</p>	<p>The Affiliate agrees to carry each of the Channel 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.</p> <p>The Affiliate 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 except as authorized by the Broadcaster.</p> <p>The Affiliate shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channel for any purpose whatsoever. The Affiliate undertakes not to copy and / or store any content available on any of the Channel on any storage device in any medium.</p> <p>The Affiliate 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: -</p> <ol style="list-style-type: none"> (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

	<p>of the Channel.</p> <p>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 Affiliate shall not insert any independent advertising on the Channel and shall not superimpose or otherwise modify or alter in any manner any trademarks, channel marks, names, logos, or copyright appearing on the Channel. However, subject to the foregoing, the Affiliate 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 AFFILIATE shall further ensure that the trademark, logo, name, watermark so inserted by it shall not be more prominent than the respective Channel'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).</p> <p>The Broadcaster reserves the right to alter the Channel, including the name and logo of the Channel and the programming exhibited on the Channel.</p>
<p>26. TERMINATION</p>	<p>Either Party may terminate this Agreement by giving a prior Disconnection notice, subject to Applicable Law, to the other in the event of:</p> <ul style="list-style-type: none"> a) Material breach of this Agreement by the other Party which has not been cured within three weeks 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 Affiliate to operate its Platform service being revoked or surrendered or cancelled for any reason whatsoever at any time. <p>The Broadcaster shall have the right to terminate this Agreement on written notice of 21 days to the Affiliate if: (i) the Affiliate breaches any of the terms of this Agreement; or (ii) the Broadcaster discontinues the Channel with respect to all distributors in the Territory. The Affiliate shall have the right to terminate this Agreement on written notice to the Broadcaster if the Affiliate discontinues its business and provides at least ninety (90) days' prior written notice.</p> <p>Broadcaster to have a right to terminate the Agreement with immediate effect without any notice, in the event the Affiliate 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.</p> <p>The procedure for disconnection of signals of the Channel shall be subject to provisions contained in the Interconnection Regulations dated 03rd March 2017 notified by TRAI, as amended from time to time.</p> <p>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.</p> <p>The Broadcaster shall have the right to disconnect the Channel provided to the Affiliate at any time by giving a prior notice of twenty-one (21) calendar days, specifying the reasons for such disconnection.</p> <p>The right of the Broadcaster to terminate this Agreement shall be in addition to, and without prejudice</p>

	<p>to any other rights or remedies available to the Broadcaster under this Agreement or Law.</p> <p><u>Effect of Termination</u></p> <p>Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except-</p> <ul style="list-style-type: none"> i. Affiliate’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. <p>In addition, the Affiliate shall forthwith-</p> <ul style="list-style-type: none"> 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 Channel to the Subscribers; iii. Return to the Broadcaster the IRDs and VCs; iv. The AFFILIATE 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 AFFILIATE or under its control shall be returned to the Broadcaster or be otherwise disposed off in accordance with the Broadcaster’s directions. <p>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.</p> <p>The Parties shall immediately cease to make any representations that they are associated with each other in the Territory.</p> <p>The termination of the Agreement shall not absolve the Affiliate of its obligations and stipulations under the Agreement.</p> <p>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.</p>
<p>27. REPRESENTATIONS & WARRANTIES</p>	<p><u>Each Party represents and warrants to the other Party that:</u></p> <ul style="list-style-type: none"> (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. <p><u>The AFFILIATE undertakes, represents and warrants to the Broadcaster that:</u></p> <ul style="list-style-type: none"> (a) the Affiliate 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 Affiliate 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-affiliate are valid and shall continue to remain valid during the Term of this Agreement. The Affiliate 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 Affiliate 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 Affiliate 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 Affiliate 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 Affiliate 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 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 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 other than by itself or through any LCO detailed in **Annexure D** of this Agreement hereto or otherwise deal with the Channel except as expressly authorized under this Agreement. It is hereby clarified that the Affiliate shall offer the Channel to its Subscribers on a-la-carte basis, and may also offer such Channel within and as part of Subscriber Package;
- (g) it shall not distribute the Channel: (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 Affiliate to discharge all its obligations under this Agreement. The Affiliate 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 Affiliate to the Broadcaster in connection with this Agreement has been provided in good faith. All information which has been provided by the Affiliate 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 Affiliate has not received any petition for, and no order has been made or a resolution been passed for the winding up of the Affiliate or for the appointment of any provisional liquidator or administrator over any or all the assets of the Affiliate 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 Affiliate and no analogous procedure or step is being taken or is pending or

	<p>threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the Affiliate;</p> <p>(k) there are no legal proceedings pending against the Affiliate, which would materially affect the ability of the Affiliate to perform its obligations under this Agreement;</p> <p>(l) Affiliate or any of its Affiliate or shareholder or related companies do not fall under the list of sanctioned countries, organizations or individuals;</p> <p>(m) Affiliate 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 AFFILIATE;</p> <p>(n) the provisions of this Clause shall also apply to all LCOs / sub-affiliate's of the Affiliate who are distributing the Channel through the Distribution System in the Territory. The breach of any of the above shall constitute a material breach of this Agreement 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.</p>
<p>28. NEW CHANNEL AND REMOVED CHANNEL</p>	<p>(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.</p> <p>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 Channel (s) 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.</p>
<p>29. ACKNOWLEDGEMENT BY THE AFFILIATE</p>	<p><u>AFFILIATE understands and acknowledges that</u></p> <p>a. Broadcaster is offering the Channel 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;</p> <p>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 Affiliate during the Term, such Channel shall stand withdrawn from Broadcaster's offering without any further obligation or liability on part of Broadcaster;</p> <p>c. Broadcaster reserves the right to alter the Channel, including the name and logo of the Channel and the programming exhibited on the Channel;</p> <p>d. the Broadcaster shall have the right to change: (i) the satellite carrying the Channels' signals, (ii) the delivery system, and / or (iii) the encryption technology used for the Channel. In the event the Affiliate is advised by Broadcaster of any change in the satellite transmitting of the Channel, the Affiliate shall make all necessary arrangements to ensure continued access to the Channel, provided that the Broadcaster shall not be liable to the Affiliate or its Subscribers for any failure on their part to access the Channel as a result of any such change; and</p> <p>e. The Affiliate shall make no use, nor authorize or permit others to make use of the Channel or of the programming on the Channel other than as expressly set forth in this Agreement. If the Affiliate distributes any or all of the Channel in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything</p>

	contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channel to the Affiliate and / or terminate the Agreement.
30. INDEMNITY & LIMITATION OF LIABILITY	<p>Affiliate 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 Affiliate of any provision herein. The Broadcaster shall not be liable to the Affiliate, 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 Channel or inability to provide the same whether or not due to suspension, interruption or termination of the Channel 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 Affiliate 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 Affiliate to the Broadcaster under this Agreement.</p> <p>The Affiliate 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 Affiliate.</p>
31. ASSIGNMENT	Notwithstanding anything to the contrary contained in this Agreement, the Affiliate 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 subcontract 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 Affiliate.
32. 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.
33. GOVERNING LAW & JURISDICTION	<p>The Parties agree that this Agreement is governed and construed under the substantive Laws of India.</p> <p>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.</p>
34. 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.
35. 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.
36. 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.
37. SPECIFIC PERFORMANCE	The Affiliate 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 Affiliate 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.
38. GUARANTEE	The Affiliate shall procure that its permitted and authorized sub-affiliates who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Affiliate guarantees the performance of the obligations of its permitted and authorized sub-affiliates under the terms of this Agreement. Any breach or default of this Clause 34 by the permitted and authorized Affiliate, sub-affiliate shall constitute a material breach by the Affiliate of the terms of this Agreement.
39. 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.
40. 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.
41. COMPLIANCE WITH ANTI-CORRUPTION LAWS	The Affiliate shall comply with all applicable laws, rules or regulations (whether international, federal, state or local), including without limitation the requirements of any analogous sanctions and / or anti-corruption laws, rules or regulations. Further, Affiliate agrees to comply with Broadcaster's Code of Ethics.
42. 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 Affiliate / 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.
43. FORCE MAJEURE	<ul style="list-style-type: none"> 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 Channel 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 Affiliate for the period during which the Force Majeure Event continues and / or until the Agreement is terminated by Broadcaster hereunder.
44. 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.
45. 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.
46. COUNTERPARTS	This 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 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 Agreement by that Party. The delivery of the signed Agreement or counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the Agreement or counterpart in person.
47. 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 Affiliate 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 2 nd business day when sent by courier; and (c) fifth business day when sent by registered post.
48. ANNEXURES	The following Annexures (which are annexed separately) shall form part of this Agreement: <ul style="list-style-type: none"> 1. Annexure A – Report Formats 2. Annexure B – Anti-piracy obligations and Content Protection Systems 3. Annexure C – Documents/Information to be submitted by Affiliate 4. Annexure D – List of Channel 5. Annexure E – Term and Territory 6. Annexure F – Equipment Details 7. Annexure G – Addressable System Requirements

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

FOR & ON BEHALF OF BROADCASTER	FOR & ON BEHALF OF THE AFFILIATE
Name:	Name:
Title:	Title:

ANNEXURE A
REPORT FORMATS

A: Monthly subscription reports of Channel to be provided by the Affiliate to Broadcaster.

Reported Month: _____ Year: _____

Date of generation of Report: _____

Date of submission of Report by the Affiliate: _____

A.1 Monthly subscription of a channel shall be arrived at, by averaging the number of subscribers subscribing that Channel, 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 channel

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 Affiliate's Bouquets

S. No.	Name of the Affiliate Bouquet	Broadcaster A la carte channel that IS part of the Affiliate Bouquet	Number of unique Active Subscribers of the Subscribed Affiliate Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed Affiliate Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed Affiliate Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed Affiliate Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed Affiliate Bouquet
1.							
2.							

For all of the above Tables 1 & 2: Separate reports for the following markets are required -

-

ANNEXURE B

ANTI-PIRACY OBLIGATIONS AND CONTENT PROTECTION SYSTEMS

The Affiliate 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 and Subscribed Channel's content. Affiliate and Broadcaster further agree to hold periodic joint meetings to discuss digital piracy and potential technology solutions.
- (ii) Digital Outputs. Affiliate shall not transmit or cause or permit the Distribution of the Subscribed Channel and Subscribed Channel's content via any digital output.
- (iii) Output Control. AFFILIATE 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

Affiliate 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. Affiliate 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 Channel. Without limiting the foregoing, Affiliate shall employ security systems and procedures to protect the Channel from damage, theft and loss, including the following:
 - (i) Affiliate will maintain a vulnerability management team that conducts risk assessments and reviews applicable security patches and upgrades of the Distribution System.
 - (ii) Affiliate shall not make, authorise or permit any other person to make, any duplicate copies of the Channel without Broadcaster's prior written consent.
- (B) Copy Control Information. Affiliate 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 Channel and Channel's content as delivered to Affiliate.

ANNEXURE C

DOCUMENTS/INFORMATION TO BE SUBMITTED BY AFFILIATE

- a) Copy of Audit Report, if an audit was caused by Affiliate prior to execution of this Agreement
- b) Schedule III compliance Declaration
- c) BIS certificates for all makes & models of STB deployed by Affiliate 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 Affiliate (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**

A. Channel 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	A-La-Carte RTA (in INR) per Subscriber per month	Genre	AFFILIATE to select the Channel (Yes/No)
1	NEWS9	1.0	0.80	English News	

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 Broadcaster and payable by Affiliate.
- (ii) This above applicable rates of the Channel rate card shall be read with the Interconnection Regulations as amended 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.

For each month of the Term, or part thereof, Affiliate shall pay the Broadcaster such Subscription Fee as shall be computed basis the manner setout below:

- (i) If the Channel subscribed by the Affiliate on a-la-carte basis are offered by Affiliate on a-la-carte basis:
If Affiliate has subscribed the Channel on a-la-carte basis only and offers the Channel on a-la-carte basis only to its Active subscribers, then the Subscription Fee for the a-la-carte Channel 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 subscribed Channel multiplied with the applicable Average Broadcaster's Subscriber Base who have subscribed to the Channel on a-la-carte basis.

- (ii) If the Channel subscribed by the Affiliate on a-la-carte basis is offered by Affiliate as part of Packages:
If Affiliate makes available the subscribed Channel on a-la-carte basis as part of Packages, then Subscription Fee for a particular month for the a-la-carte Channel forming part of the Packages shall be the amount computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee = A-la-carte RTA of the subscribed Channel multiplied with the applicable Average Active Subscriber Base of Package for the applicable Packages.

**ANNEXURE E
TERM AND TERRITORY**

TERM

Effective Date - _____ 20__ or the date of execution of this Agreement (whichever is later)

TERRITORY

Details of agreed areas for Distribution of Subscribed Channel by the Affiliate

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

ANNEXURE F
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 AFFILIATE
- IV. Installation Address(es) of CAS and SMS server

Details of CAS & SMS deployed by the AFFILIATE								
	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:

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 AFFILIATE is an MSO): (AFFILIATE to declare the entire list and attach extra sheet if required)

Annexure -G
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 MSO 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 Affiliate 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 5% of the subscriber base of the distributor within 24 hours.

9. The STB and STB viewing card 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 STB viewing card 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 STB viewing card 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 STB viewing card numbers and STB numbers that have been involved in piracy in the past to ensure that such STB viewing card 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-STB viewing card 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 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.

19. 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 Broadcaster by the Affiliate.

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

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

B. Fingerprinting:

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 coming into effect of Interconnection 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 finger printing should be such that it can identify the unique STB number or the unique STB viewing card 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 STB viewing card.

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 Affiliate 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.

Provided that only the encoders deployed after coming into effect of Interconnection Amendment Regulations 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.