

REFERENCE INTERCONNECT OFFER

FOR EENADU TELEVISION PRIVATE LIMITED, OFFICE USE ONLY

Agreement No: SA _____

SMS Reference No: _____

Customer Reference No: _____

This Agreement is executed on this _____ day of _____, 2017 by and between:

Eenadu Television Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at #1-10-76, Fair Fields, Begumpet, Hyderabad, Telangana– 500016 and corporate office at Ramoji Film City, Hayathnagar Mandal, Ranga Reddy District, Telangana– 501 512 (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), which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns); and

Operator: _____

Operator’s Status: Company Partnership Firm Proprietorship Firm Individual HUF Other

Registered Office Address: _____
 _____ District: _____; State: _____

Contact Person: _____ Tel. No.: _____

Email id: _____

Correspondence Address: _____
 _____ District: _____; State: _____

Contact Person: _____ Tel. No.: _____

Email id: _____

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

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

Table 1

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

[hereinafter referred to as “**Affiliate**”, which expression, unless repugnant to the meaning and context thereof, shall mean and include the successors and permitted assigns].

 For Eenadu Television Private Limited

 For Affiliate

RECITAL:

- (A) Broadcaster is the owner of the Channels having the relevant up-linking and downlinking permissions from the MIB and is authorized to retransmit signals of the Channels in the Territory.
- (B) Broadcaster is having exclusive right to distribute the Channels to Distribution Platform Operators (DPOs) authorized to retransmit signals of satellite television channels through their respective channel distribution platform.
- (C) Affiliate is a DPO authorized to retransmit signals of satellite television channels through its Permitted Digital Distribution Platform in the Authorized Area of Transmission.
- (D) Affiliate is desirous to subscribe and carry the Subscribed Channels for further retransmission through its applicable Permitted Digital Distribution Platform in the Authorized Area of Transmission and in this regard has approached Broadcaster.

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

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

- (a) **“Active Subscriber”** means a subscriber who has been authorized to receive the Subscribed Channel(s) as per the SMS of the Affiliate’s Permitted Digital Distribution Platform;
- (b) **“Applicable Laws”** means all applicable statutes, enactments, acts of legislative or Parliament, Laws, Ordinances, Rules, Bye-laws, Regulations, Notifications, Guidelines, Policies, Directives or Orders, including amendments thereto, of any Government Authority, statutory authority, Tribunal, Court or recognized Stock Exchange in the Territory including without limitation, any local and National laws, treaties, voluntary industry standards (if any) rules, Directives, Regulations, Guidelines, and Code of conduct of the MIB, TRAI, Ministry of Communications and Information Technology (MCIT), Department of Telecommunications under MCIT in India (DOT), Department of Electronics and Information Technology (DEITY) that have come into effect, those applicable to any tax, consumer and/or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment. For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, Board, Tribunal or Court or other entity authorized to make laws, Rules or Regulations having jurisdiction on behalf of the Republic of India or any State and any authority exercising powers conferred by Applicable Law, including, without limitation, the TRAI and the MIB.
- (c) **“Agreement”** means this Reference Interconnect Offer, including the Annexures attached to this Agreement.
- (d) **“Authorized Area of Transmission”** means such areas which are listed in **Annexure A** attached to this Agreement.
- (e) **“Broadcaster”** means an entity that, after having obtained, in its name, uplinking and downlinking permissions, as may be applicable for its channels, from the Central Government, provides programming services, and Eenadu Television Private Limited for the purpose of their agreement
- (f) **“Average Active Subscriber Base”** means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in **Annexure E** attached to this Agreement.
- (g) **“Broadcaster’s share of MRP”**, with respect to each Subscribed Channel, shall mean the fee payable by the Affiliate to the Broadcaster, for retransmission of signals of such Subscribed Channel through the Affiliate’s Permitted Digital Distribution System, which shall be computed in the manner as is set forth in Clause 4 of this Agreement;
- (h) **“Cable Service”** means the transmission of programs including retransmission of signals of television channels through cables;
- (i) **“Cable Television Network”** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (j) **“CAS”** means conditional access system installed at the DPO’s head-end that enables subscribers of the DPO’s Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO’s Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels.
- (k) **“Channels”** means the satellite television channels listed in **Annexure B** attached to this Agreement.
- (l) ¹**“Commercial Subscriber”** means a subscriber who causes the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person.

¹ The definition of Commercial Subscriber is without prejudice to the rights and contentions of the Broadcaster and would be subject to revision depending upon the orders/direction as may be finally passed in the Appeal No. 4(c) of 2015 & 5(C) of 2015 before Hon’ble Telecom Disputes Settlement and Appellate Tribunal, Civil Appeal No. 3728 of 2015 before Hon’ble Supreme Court of India, Writ Petition (C) No. 5161 of 2014 and Writ Petition (C) No. 506 of 2016 before Hon’ble High Court of Delhi or any other matter in this subject.

- (m) **“Confidential Information”** means any confidential information disclosed by Broadcaster to the Affiliate and any such other confidential and proprietary information, including the terms and conditions of this Agreement, disclosed by Broadcaster during the Term with respect to the Affiliate retransmitting the Subscribed Channels in the Authorized Area of Transmission through the Affiliate’s Permitted Digital Distribution Platform.
- (n) **“Digital Addressable System”** means an electronic device (*which includes hardware and its associated software*) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent by a MSO to its subscriber (*either directly or indirectly through the Affiliate’s affiliated LCO, as the case may be*) in an encrypted form, which can be decoded by device(s), having an activated CAS at the premises of the subscriber within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such subscriber.
- (o) **“Digital Addressable Cable Television Network”** means a Cable Television Network enabled with Digital Addressable System.
- (p) **“Effective Date”** shall mean the date on which this agreement is signed or the date on which the signals are provided by the Broadcaster to DPOs whichever is earlier.
- (q) **“Headend In The Sky”** means multi channel downlinking and distribution of television channels in C Band or KU Band, wherein the channels are downlinked at a Central facility (HUB Teleport) located within India and again uplinked to Satellite after encryption of channels. At the Cable Headend these encrypted channels are downlink using satellite antenna, trans-moduled and sent to the subscriber by using land based transmission system comprising of infrastructure of cable/optical fibers network in an encrypted form, which can be decoded by the device or devices having an activated CAS at the premises of the subscriber within limits of the authorization mode, through the CAS and SMS, on the explicit choice and request of such subscriber.
- (r) **“HITS Operator”** means an operator licensed by the MIB to provide HITS service in the territory.
- (s) **“DTH operator”** means a company that has been granted license by the Central Government to provide DTH Service;
- (t) **“DTH Service”** means distribution/re-transmission of signals of television channels in Ku-band (or any other band as approved by the MIB), through satellite system, directly to subscriber’s premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such subscriber;
- (u) **“DPO”** means any MSO and/or HITS operator authorized to retransmit signals of satellite television channels through its applicable Digital Distribution Platform.
- (v) **“Digital Distribution Platform”** means, with respect to a MSO such MSO’s Digital Addressable Cable Television Network, with respect to a HITS Operator such HITS operator’s HITS Service with respect to a DTH operator such DTH operator’s DTH Service and with respect to an IPTV operator such IPTV Operator’s IPTV Service.
- (w) **“Distribution Fee”** means such amount as shall be equivalent to twenty percent (20%) of the MRP of each channel from amongst the Subscribed Channels, which the Affiliate shall be entitled to receive on a monthly basis, or part thereof, towards retransmission of such Subscribed Channel through the Affiliate’s Permitted Digital Distribution Platform in the Authorized Area of Transmission during the applicable calendar month of the Term or part thereof;
- (x) **“EPG”** means electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows subscribers to navigate and select such available channels and programs.
- (y) **“Equipment”** means equipment comprising of digital satellite receivers together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure B** attached to this Agreement, which enables the Affiliate decrypt the encrypted signals of the Subscribed Channels.
- (z) **“IPTV operator”** means a person permitted by the Central Government to provide IPTV service;
- (aa) **“IPTV Service”** means delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers;
- (bb) **“Intellectual Property”** means all right, title and interest in the programming Content and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Channels.
- (cc) **“LCN”** shall have such meaning as is set forth in Clause 7 of this Agreement.
- (dd) **“LCO”** means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;
- (ee) **“Marks”** shall mean all Intellectual Property owned or used by the Broadcaster or the applicable channel provider of the Channel(s) from time to time in connection with the Channel(s), including, without limitation, the trade names and trademarks therein.
- (ff) **“Merged Entity”** shall have such meaning as is set forth in Clause 8(a) of this Agreement.
- (gg) **“MIB”** means the Ministry of Information & Broadcasting in India.
- (hh) **“MRP”**, with respect to each channel from amongst the Subscribed Channels, shall mean the maximum price, excluding applicable taxes/cess, payable by a subscriber of such Subscribed Channel, as is set forth in **Annexure C** attached to this Agreement;

- (ii) **"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;
- (jj) **"New Digital Distribution Platform Service"** shall have such meaning as is set forth in Clause 8(b) of this Agreement.
- (kk) **"Package(s)"** means various package(s)/combination/assortment of pay channel(s) (*comprising of pay channels of one or more broadcaster(s)*) offered by Affiliate to subscribers of the Affiliate's Permitted Digital Distribution Platform.
- (ll) **"Party"** means, individually, the Broadcaster and the Affiliate.
- (mm) **"Parties"** means, collectively, the Broadcaster and the Affiliate.
- (nn) **"Payment Due Date"** shall have such meaning as is set forth in Clause 6 (c) of this Agreement.
- (oo) **"Permitted Digital Distribution Platform"**, with respect to this Agreement, means the Digital Distribution Platform identified by the Affiliate in Table 1 above.
- (pp) **"Piracy"** shall have such meaning as is set forth in Clause 13(a) of this Agreement.
- (qq) **"Security Systems"** shall have such meaning as is set forth in Clause 13(a) of this Agreement.
- (rr) **"STB"** means Affiliate provided and/or Affiliate authorized set top box (*embedded with CAS microchip*) installed in the premises of a subscriber subscribing to channel(s) available through Affiliate's Permitted Digital Distribution Platform that allows such subscriber to receive such channel(s) in an unencrypted and descrambled manner through the Affiliate's Permitted Digital Distribution Platform (*either directly or indirectly through the Affiliate's affiliated LCO, as the case may be*).
- (ss) **"Subscriber"** means an Active Subscriber in the Authorized Area of Transmission who receives signal(s) of the Subscribed Channel(s) from the Affiliate's Permitted Digital Distribution Platform at a place indicated by such Active Subscriber and uses the same for domestic purposes without further transmitting it to any other person, and specifically excludes Commercial Subscriber. For the sake of clarity, each STB in the private residential household(s) or private residential multi-dwelling unit(s) of an Active Subscriber receiving the Subscribed Channel(s) through Affiliate's Permitted Digital Distribution Platform (*either directly or indirectly through the Affiliate's affiliated LCO, as the case may be*) in the Authorized Area of Transmission, shall be treated as one Subscriber.
- (tt) **"SMS"** means a subscriber management system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid and discounts allowed to the subscriber for each billing period.
- (uu) **"Subscribed Channel(s)"** means the channel(s) from amongst the Channels subscribed and retransmitted by the Affiliate through Affiliate's Permitted Digital Distribution Platform, as are specifically identified by the Affiliate by assigning tick marks (✓) against such channel(s) from amongst the listed Channels in **Annexure C** attached to this Agreement.
- (vv) **"Subscriber Reports"** means the monthly Subscriber reports to be provided by Affiliate to the Broadcaster in terms of Clause 9 of this Agreement.
- (ww) **"Subscriber Report Due Date"** shall have such meaning as is set forth in Clause 9(b) of this Agreement.
- (xx) **"Technical Specifications"** means the technical specifications set forth in **Annexure D** to the Agreement and to which, the STBs, CAS and SMS of the Affiliate's Permitted Digital Distribution Platform must comply with.
- (yy) **"Territory"** means the whole of India for HITS Distribution Platform and the States of Andhra Pradesh and Telangana for Cable Distribution Platform.
- (zz) **"Term"** means the period commencing from the effective date and expiring on _____, 201__, unless terminated earlier in accordance terms of the other provisions of this Agreement.
- (aaa) **"TDSAT"** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (bbb) **"TPO"** shall have such meaning as is set forth in Clause 8(a) of this Agreement.
- (ccc) **"TRAI"** means the Telecom Regulatory Authority of India.

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

- (a) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (b) The references to Annexures are references to the annexures to this Agreement.
- (c) The reference to the singular includes reference to plural and vice versa.
- (d) The reference to any gender includes a reference to all other genders.
- (e) The term "including" shall mean "including without limitation".

3. NON-EXCLUSIVE RIGHTS:

- (a) On the basis of the representations, warranties and undertakings given by Affiliate, and subject to Affiliate complying with all the terms and conditions as set out in this Agreement (*including but not limited to the payment terms*), Broadcaster hereby grants non-exclusive right to Affiliate to receive the signals of Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of Subscribed Channels through Affiliate's Permitted Digital Distribution Platform to the subscribers of Affiliate's Permitted Digital Distribution Platform in the

Authorized Area of Transmission (*either directly or indirectly through the Affiliate's affiliated LCO, as the case may be*) in a securely encrypted manner during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement, and Affiliate hereby accepts such grant of rights and agrees and acknowledges to retransmit the signals of the Subscribed Channels to the subscribers of Affiliate's Permitted Digital Distribution Platform (*either directly or indirectly through the Affiliate's affiliated LCO, as the case may be*) in the Authorized Area of Transmission in a securely encrypted manner during the Term (both to be done at Affiliate sole cost and expense) in accordance with the terms and conditions as set out in this Agreement.

- (b) All distribution rights not specifically and expressly granted to Affiliate under this Agreement, including without limitation, transmission of the Subscribed Channel(s) through any medium other than the Permitted Digital Distribution Platform are deemed to be specifically not granted, withheld and reserved hereunder by the Broadcaster. For the sake of clarity, the Affiliate agree that non-exclusive rights granted hereunder does not encompass grant of rights for retransmission of the Subscribed Channel(s) through internet or mobile and/or through any non-linear platforms including Pay-Per View (PPV), Near Video on Demand (NVOD), Subscription Video on Demand (SVOD), Video on Demand (VOD), personal computer, mobile telephony, and/or any technology now available or which may become available in future. Affiliate understands and agrees that mere possession of the Equipment and/or access to the signals of the Subscribed Channel(s) does not entitle Affiliate to receive and/or retransmit the signals of the Subscribed Channel(s) and/or use the Equipment in any other manner whatsoever, unless the Affiliate is in full compliance of the other terms and conditions of this Agreement pertaining to the Affiliate's receipt and retransmission of the Subscribed Channel(s).

4. BROADCASTER'S SHARE OF MRP & CALCULATION THEREOF:

- (a) For each calendar month or part thereof, during the Term of the Agreement, the Affiliate shall towards fulfillment of its payment obligations under this Agreement to the Broadcaster. Broadcaster's share of MRP as shall be computed for such calendar month or part thereof in the manner set forth below:
- (i) An Affiliate offering the Subscribed Channel(s) on a-la-carte basis or Bouquet to subscribers of its Permitted Digital Distribution Platform, shall pay the Broadcaster's share of MRP for each Subscribed Channel offered on a-la-carte basis or Bouquet as computed in the following manner, plus applicable taxes, levies and cess:

*Broadcaster's share of MRP = (A-la-carte rate or Bouquet rate/s of the Subscribed Channel/s set out in **Annexure C** attached to this Agreement less Distribution Fee of 20% of the a-la-carte rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of such Subscribed Channel for the applicable month*

- (ii) In addition to the Affiliate offering the Subscribed Channel(s) on a-la-carte basis/Bouquet, if the Affiliate makes available the Subscribed Channel(s) as part of Package(s) offered to subscribers of Affiliate's Permitted Digital Distribution Platform, then the Broadcaster's share of MRP for each Subscribed Channel forming part of each such Package(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

*Broadcaster's share of MRP = (A-la-carte/Bouquet rate of the Subscribed Channel set out in **Annexure C** attached to this Agreement less Distribution Fee of 20% of the a-la-carte rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of each such Package(s) wherein the Subscribed Channel(s) is/are made available for the applicable month*

5. REVISION OF RATES/MONTHLY LICENSE FEE

If during the term of this agreement the Broadcaster revises the MRP on any of its channels, impacting a-la-carte rates and/or bouquet rates mentioned in Annexure – C (Rate card), the monthly license fee payable by the licensee to the Broadcaster shall stand automatically revised without further need of a fresh agreement, subject however to the notice period mentioned in the regulations.

6. PAYMENT TERMS:

- (a) The Affiliate shall provide to the Broadcaster the Subscriber Report for the applicable calendar month, or part thereof, in the manner set forth in Clause 9 of this Agreement on or before the applicable Subscriber Report Due Date.

- (b) The Broadcaster has to raise monthly invoices on the Affiliate, towards the Broadcaster's share of MRP for the Subscribed Channels under this Agreement. Accordingly, the Broadcaster, shall raise monthly invoices towards the Broadcaster's share of MRP of a particular calendar month, or part thereof (together with applicable taxes, levies and cess) within 10 (ten) days of receipt of the Subscriber Report for such calendar month, or part thereof from the Affiliate. In case the Affiliate fails to send the Subscriber Report for the applicable calendar month, or part thereof, within the applicable Subscriber Report Due Date, the Broadcaster shall have the right to raise a provisional invoice on the Affiliate for the month for which the Subscriber Report has not been furnished by the Affiliate. The Affiliate agrees and acknowledges that the provisional invoice towards the Broadcaster's share of MRP shall be of such amount as shall be increased by 10% of the amount mentioned in the last invoice raised on the Affiliate towards Broadcaster's share of MRP for the immediate preceding month. On receipt of the Subscriber Report for such calendar month (for which a provisional invoice was raised) from the Affiliate, but no later than three (3) months from the Subscriber Report Due Date for such calendar month, the Parties would conduct reconciliation between the provisional invoice raised by the Broadcaster and the Subscriber Report for such calendar month furnished by the Affiliate.
- (c) Affiliate shall be required to make payment of the applicable invoiced amount to the Broadcaster towards Broadcaster's share of MRP within fifteen (15) days of receipt of such invoice ("**Payment Due Date**"). Any/all payments required to be made by Affiliate under this Agreement shall be paid by Affiliate to the Broadcaster in Indian Rupees by online transfer to designated bank account or by demand draft/pay order/cheque drawn in favor of "**EENADU TELEVISION PRIVATE LIMITED**", unless instructed otherwise in writing by the Broadcaster and such payment shall be valid discharge of Affiliate's payment liability towards the Broadcaster under this Agreement. No cash payments shall be made by Affiliate towards any payments/dues whatsoever.
- (d) Failure of the Affiliate to make payment of the applicable Broadcaster's share of MRP by the applicable Payment Due Date shall attract interest at the rate of 18% (eighteen percent) per annum, plus applicable taxes, levies and cess. The imposition and collection of interest on late payments does not constitute a waiver of Affiliate's obligation to make applicable payment(s) by the applicable Payment Due Date, and the Broadcaster shall retain all other rights and remedies available to the Broadcaster under the Agreement and/or Applicable Laws.
- (e) For the sake of clarity, if under applicable Indian tax laws, any payments under this Agreement by the Affiliate to the Broadcaster, are subject to deduction of withholding taxes, then the Affiliate shall (i) deduct/withhold the applicable withholding tax amount in the name of Broadcaster whose PAN number is AACCM7226P, (ii) remit/deposit such deducted withholding tax amount to the applicable Indian tax authority in the name of the Broadcaster within the due dates prescribed under the applicable Indian tax law, and (iii) within the applicable statutory period as per the applicable Indian tax law, file all returns relating to remittance of such tax and deliver all documents to the Broadcaster evidencing such statutory deductions.
- (f) Except as stated in Clause 6(e) of this Agreement, Affiliate shall have no right to withhold or claim adjustment/set off the Broadcaster's share of MRP under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against the Broadcaster or otherwise, or claims under any other agreement, etc.).
- (g) All payments collected by the Broadcaster from the Affiliate shall be on First-In-First-Out (FIFO) basis.
- (h) The Affiliate is aware that Goods and Service Tax (GST) may be implemented by the Government at any time during the Term of the Agreement. In view thereof, the Affiliate hereby specifically agrees and acknowledges that with effect from the date of implementation of GST, those provisions of this Agreement which get impacted by GST shall be applicably modified to give effect to the essence of GST. In such regard, if an amendment/addendum is required to be executed to this Agreement, then the Affiliate shall execute such amendment/addendum without demur.

7. LOGICAL CHANNEL NUMBERING ("LCN"):

Affiliate undertakes to the Broadcaster that it shall not adversely target and/or disadvantage and/or discriminate the Subscribed Channel(s) against channels of similar genre and language in any manner whatsoever while determining the Logical Channel Number ("**LCN**") and/or the EPG Number ("**EPGN**") of each Subscribed Channel on the EPG of the Affiliate's Permitted Digital Distribution Platform (*either directly or indirectly through the Affiliate's affiliated LCO, as the case may be*).

8. MERGER/ACQUISITION:

- (a) If the Affiliate merges with, acquires, takes over a third party operator operating a Digital Distribution Platform similar to the Affiliate's Permitted Digital Distribution Platform in the Authorized Area of Transmission ("**TPO**"), then the Affiliate shall take the written approval prior to the Affiliate merging with, acquiring, taking over the Digital Distribution

Platform of the TPO. The signals of the Subscribed Channel(s) shall be retransmitted to the subscribers of such TPO's Digital Distribution Platform upon the Affiliate or the merged entity forming out of such merger/acquisition/take over ("**Merged Entity**") entering into an agreement with the Broadcaster, , for retransmission of the signals of the Subscribed Channel(s) to the subscribers of the Digital Distribution Platform of the Merged Entity. For the sake of clarity, the Affiliate shall continue to pay the Broadcaster's share of MRP under this Agreement in the manner contemplated herein.

- (b) It is expressly agreed by the Affiliate that this Agreement does not cover retransmission of Subscribed Channel(s) to any new Digital Distribution Platform for which license for operation is obtained by the Affiliate from the applicable statutory authority, either independently or jointly with any other entity ("**New Digital Distribution Platform Service**"). If the Affiliate is desirous of retransmission of signals of the Subscribed Channel(s) to such New Digital Distribution Platform Service, the Affiliate shall provide 60 (sixty) days' prior written notice to the Broadcaster, and the Broadcaster shall provide signals of the Subscribed Channel(s) to the New Digital Distribution Platform Service in accordance with Applicable Laws. It is specifically agreed that the commercial terms for retransmission to such New Digital Distribution Platform Service shall be in addition to the Broadcaster's share of MRP currently payable by the Affiliate in terms of this Agreement.
- (c) It is hereby clarified that the Affiliate shall take written approval of the Broadcaster, , prior to retransmission of signals of the Subscribed Channel(s) through its Permitted Digital Distribution Platform to any LCO which was earlier taking signals of the Subscribed Channel(s) from any other TPO.

9. SUBSCRIBER REPORTS:

- (a) Affiliate shall maintain at its own expense a SMS which should be fully integrated with the CAS.
- (b) For each calendar month of the Term, or part thereof, the Affiliate shall mandatorily provide to the Broadcaster the duly complete and accurate Subscriber Report for each headend/installation address or earth station (as the case may be) and each State/Union Territory, in such format as is set forth in **Annexure E** attached to this Agreement, within seven (7) days from the end of such calendar month ("**Subscriber Report Due Date**").
- (c) If any Subscriber has opted for more than one connection/STB of the Affiliate's Permitted Digital Distribution Platform, then all such additional connections/STBs must feature in the Subscriber Report. Each such Subscriber Report shall be signed and attested by an officer of Affiliate of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.
- (d) Affiliate shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable the Broadcaster, to verify and ascertain (i) the veracity of the Subscriber Reports supplied by Affiliate pursuant to this Clause and (ii) Affiliate's compliance with its anti-piracy obligations as set out in this Agreement.

10. AUDIT:

- (a) Affiliate agrees and undertakes to conduct audit of its SMS, CAS and other related systems by an auditor from amongst the empanelled auditors appointed by the TRAI in this regards, once during each calendar year of the Term, to verify that the monthly Subscriber Reports provided by the Affiliate to the Broadcaster, , are complete, true and correct and issue an audit report to this effect to the Broadcaster.
- (b) Affiliate agrees and acknowledges that if the audit reveals any variation in the number of subscribers for the Subscribed Channel(s) reported by the Affiliate to the Broadcaster, then in such an event, the Affiliate agrees to pay to the Broadcaster, an amount equivalent to the short-payment made by Affiliate towards Broadcaster's share of MRP.
- (c) In the event, the Broadcaster is not satisfied with the audit report provided by the Affiliate in terms of Clause 10(a) above or if in the opinion of the Broadcaster the Permitted Digital Distribution Platform of the Affiliate does not meet requirement(s) specified under Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, the Broadcaster, after communicating the reasons in writing to the Affiliate, may conduct audit of the SMS, CAS and other related systems of the Affiliate's Permitted Digital Distribution Platform by an auditor accompanied by representatives of the Broadcaster/Authorized Agent to verify the information contained in Subscriber Reports provided by the Affiliate to the Broadcaster in terms of this Agreement. The broad scope of such audit is set out in **Annexure F**.
- (d) Affiliate agrees and acknowledges that if such audit reveals that any additional amount is payable to the Broadcaster, the Affiliate shall pay such amount, along with the interest at the rate of 18% (eighteen percent) per annum from the date the payment falls due, plus applicable taxes, levies and cess, within ten (10) days of successful completion of audit.

For the sake of clarity, if such amount including interest due exceeds the amount computed basis the Subscriber Report provided by the Affiliate to the Broadcaster, by 2% (two percent) or more, the Affiliate shall additionally bear the audit expenses, and take necessary actions to avoid recurrence of such errors in the future. Further, if such audit reveals that the Affiliate's Permitted Digital Distribution Platform does not meet requirements specified under Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, then the Broadcaster may disconnect signals of the Subscribed Channels to the Affiliate, after giving 3 (three) weeks' written notice to the Affiliate.

- (e) Affiliate shall remain the sole owner and holder of all customer databases compiled by Affiliate under the Agreement.
- (f) Affiliate shall maintain at its own expense a SMS capable of, at a minimum,;
 - (i) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - (iv) administering payments of any commission fees from time to time payable to Affiliate's authorized agents for the sale to Subscribers of programming packages;
 - (v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - (vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
- (g) The Affiliate shall provide full cooperation to the auditors in order to carry out the audit including but not limited to granting necessary access required to the 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. The Affiliate shall have no objection to auditors carrying/using their own equipment's, systems including but not limited to laptop, software & hardware for conducting such audit and shall be provided with free ingress and egress from the premises where in such audit is conducted.

11. EQUIPMENT:

- (a) The Equipment for the Subscribed Channel(s) shall be provided, or has already been provided, to the Affiliate by the Broadcaster. The Equipment shall at all times remain the sole and exclusive property of the Broadcaster.
- (b) The Affiliate undertakes that it shall install the Equipment at such headend/installation address as is set forth in **Annexure B**, and sub-Annexures thereto, i.e., Annexure B1, Annexure B2 and so on and so forth (as applicable), attached to this Agreement.
- (c) In the event the Affiliate ceases to operate its Permitted Digital Distribution Platform, the Equipment shall be returned forthwith to the Broadcaster. In case the Equipment are damaged due to negligence of the Affiliate, the Broadcaster, shall be authorized to recover the actual repair cost from the Affiliate and in the event the Equipment are beyond repair, the Affiliate shall be liable to pay to the Broadcaster the cost of such Equipment as on the date it was supplied to the Affiliate.

12. OBLIGATIONS OF AFFILIATE:

- (a) Affiliate shall, at its own cost and expense, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels through its Permitted Digital Distribution Platform (*either directly or indirectly through the Affiliate's affiliated LCO, as the case may be*) to the Subscribers in the Authorized Area of Transmission.
- (b) Irrespective of Affiliate's collection of the invoiced monthly amounts from the Subscribers in a timely manner, the Affiliate shall pay the Broadcaster's share of MRP within the Payment Due Date prescribed in this Agreement.
- (c) Affiliate shall, in a non-discriminatory manner, ensure retransmission of such high quality encrypted signal of the Subscribed Channels through Affiliate's Permitted Digital Distribution Platform to the Subscribers as are equal to or better than the signal quality of other channels retransmitted through Affiliate's Permitted Digital Distribution Platform.
- (d) Affiliate shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Permitted Digital Distribution Platform and shall regularly provide to the Broadcaster, with updated piracy reports.

- (e) Affiliate shall ensure that none of the Subscribed Channels shall be disadvantaged or otherwise treated less favorably by Affiliate with respect to channels of other broadcasters on a genre basis.
- (f) Affiliate shall obtain from the Broadcaster, and/or the appointed agencies (as informed by Broadcaster to Affiliate from time to time), the EPG/FPCs for the Subscribed Channels and the Affiliate shall ensure that such EPG/FPCs are displayed on the EPG of Affiliate's Permitted Digital Distribution Platform at all times during the Term.
- (g) The Affiliate undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of Broadcaster. Further, the Affiliate undertakes not to remove or shift or allow removing or shifting of the Equipment from the headend/installation address detailed in **Annexure B** and sub-Annexures thereto (as applicable) attached to this Agreement or allows anybody else to do the same, without prior written permission of the Broadcaster, and shall indemnify Broadcaster against any damage, destruction, theft or loss of the Equipment.

13. **ANTI-PIRACY:**

In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any of the Subscribed Channels, in whole or in part ("**Piracy**"), the Affiliate shall, prior to the commencement of the Term of the Agreement and at all times during the Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") & security specifications as are set forth in **Annexure G** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by the Broadcaster.

- (a) Affiliate shall provide on a month-on-month basis, comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved **in such** incidents, and any actions, including but not limited to the filing of complaints to police and lawsuits, taken against such perpetrators since the prior Subscriber Report.
- (b) Affiliate shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Subscribed Channels distributed / **transmitted through** its Permitted Digital Distribution Platform at **least every 10** minutes on 24 x 7 x 365(6) basis.
- (c) The Affiliate shall not authorize, cause or suffer any portion of any of the Subscribed Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Affiliate in the manner set forth in this Agreement at the time the Subscribed Channel(s) are made available. If the Affiliate becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any purpose, the Affiliate shall within ten (10) minutes of so becoming aware notify the Broadcaster, and the Affiliate shall also forthwith deactivate the concerned STB to prevent such unauthorized use. However, use of a STB with personal video recorder/digital video recorder facility which has been supplied by the Affiliate shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of this Agreement. The Affiliate undertakes to ensure that content stored in personal video recorder/digital video recorder/external storage device should always be encrypted as a 'Copy Protect' feature and shall be encrypted and not play on any other device(s). For the purpose herein, the term 'Copy Protect' means such features which prevent reproduction of content/media and/or unauthorized copying and distribution of content/media. Cloud based PVR/DVR facilities are prohibited.
- (d) If so instructed by Information (as defined below) by the Broadcaster, the Affiliate shall deactivate or de-authorize the transmission to any unauthorized subscriber/subscriber indulging in piracy, within 10 minutes from the time it receives such Information 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 and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by the Broadcaster through other means of communications such as telephonic message, fax etc. and the said "Information" shall later be confirmed by the Broadcaster, , through e-mail and the Affiliate shall be under obligation to act upon such information.
- (e) The Affiliate shall, at its own expense, take all necessary steps to comply with obligations set forth in **Annexure G**. Affiliate undertakes to provide all such assistance to the Broadcaster, with respect to the Subscribed Channels, as may be reasonably required by the Broadcaster with respect to prevention of Piracy of the Subscribed Channels in the Authorized Area of Transmission.

14. REPRESENTATION BY BOTH PARTIES:

- (a) The Broadcaster represents to the Affiliate that it has the requisite powers and authority to enter into the Agreement, and to fully perform its obligations hereunder. Similarly, the Affiliate represents to the Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) Either Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party.
- (c) Either Party shall comply with the Applicable Laws. Either Party hereby represents, warrants, undertakes to the other Party and agrees that in performing its obligations or exercising its rights etc. under this Agreement, each Party and its respective employees shall not pay, offer or promise to pay or authorize the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with and in compliance of Prevention of Corruption Act, 1988, Indian Penal Code, 1860 including all applicable Indian laws.

15. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER:

- (a) As on date of this Agreement, the Channels are registered in the Territory with MIB and with any other authority as required under Applicable Laws.
- (b) The distribution of the Channels is permitted in the Territory.
- (c) No court or tribunal or any other authority has passed an order forbidding the distribution of the Channels in the Territory.
- (d) It shall keep Affiliate informed of any order or direction of any authority or court or tribunal suspending, banning or forbidding the distribution of the Channels in the Territory.

16. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF AFFILIATE: The Affiliate represents, warrants and undertakes to the Broadcaster, that:

- (a) Affiliate has a valid and subsisting license from the applicable statutory authority which permits the Affiliate to operate its Permitted Digital Distribution Platform and Affiliate undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to the Broadcaster as and when called upon to do so by the Broadcaster. The Affiliate shall submit with the Broadcaster, a certified copy of each of the required statutory registrations/licenses/permissions in connection with the ownership and operation by Affiliate of its Permitted Digital Distribution Platform.
- (b) As and when demanded by the Broadcaster, the Affiliate shall provide the following:-
 - CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure H**); and
 - SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure I**).
- (c) The STBs, CAS and SMS shall comply with the Technical Specifications and Affiliate agrees that the STBs, and their installed CAS microchip, used by the subscribers shall prohibit use of digital outputs as set out in **Annexure D**.
- (d) Affiliate undertakes that it shall furnish the details of encryption system of the Affiliate's Permitted Digital Distribution Platform used for encrypting the signals of channels available on the Affiliate's Permitted Digital Distribution Platform and undertakes that the same encryption system shall be used for scrambling the signal of the Subscribed Channels for their retransmission. Affiliate further undertakes that as and when the Affiliate gives effect to any material changes to Affiliate's Permitted Digital Distribution Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, the Affiliate shall forthwith provide written intimation of such change to the Broadcaster. If the Broadcaster suggests reasonable modifications to be given effect to the modified security and encryption technology then the Affiliate shall consider shall suggestion for implementation.
- (e) The Affiliate shall not retransmit the Subscribed Channels via any medium other than the Affiliate's Permitted Digital Distribution Platform identified by the Affiliate in this Agreement.
- (f) Affiliate represents that as on the date of commencement of this Agreement, the number of Subscribers receiving signals of the Subscribed Channels in the Authorized Area of Transmission through Affiliate's Permitted Digital Distribution Platform is as set forth in **Annexure K** attached to this Agreement. However, in case the Affiliate has not been retransmitting the Channels/Subscribed Channel(s) through the Affiliate's Permitted Digital Distribution Platform, then the Affiliate hereby represents that the Affiliate has _____ number of subscribers in the Authorized Area of Transmission on the Affiliate's Permitted Digital Distribution Platform.

- (g) The Affiliate shall provide the Subscriber Reports and pay Broadcaster's share of MRP, together with applicable taxes, in a timely manner.
- (h) The Affiliate shall make available to the Broadcaster, every month, logs containing channel wise history of all the activations and de-activations of all the STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the Affiliate's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.
- (i) The Affiliate shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.
- (j) The Affiliate shall provide the Broadcaster, for anti-piracy monitoring of every Subscribed Channel/Package distributed/retransmitted by the Affiliate's Permitted Digital Distribution Platform, 10 (ten) STBs for which the Broadcaster shall pay applicable charges.
- (k) The Affiliate shall not distribute the Subscribed Channels to any Commercial Subscribers.
- (l) The Affiliate shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest industry standards in the Territory, subject to the signals of the Subscribed Channels getting delivered to the Affiliate of a quality sufficient to permit the Affiliate to reasonably comply with such standards. Affiliate shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster, , of any degradation to any of the Subscribed Channels' signals.
- (m) The Affiliate shall ensure that EPG functionality, user interface and on screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10 % of the television screen from bottom.
- (n) The Affiliate shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except the Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more that 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.
- (o) The Affiliate undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
- (p) The Affiliate undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s). The Affiliate further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify the Broadcaster, of any unauthorized copying, taping or use of any part of the Subscribed Channel(s) and shall fully cooperate with all requests by the Broadcaster, to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to Subscribers using STBs with PVR/DVR facilities.
- (q) The Affiliate shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Affiliate shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.
- (r) The Affiliate undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.
- (s) The Affiliate shall always encourage the Subscribers/consumers to subscribe/avail and view all the Subscribed Channel(s). Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscribed Channel(s) nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s).
- (t) The Affiliate hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Subscribed Channel(s) on the STBs of the Affiliate's Permitted Digital Distribution Platform in any manner.
- (u) Affiliate undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from.
- (v) The Affiliate undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster, in the event of any mechanical/technical fault in the Equipment.
- (w) Upon expiry/termination of the Agreement, the Affiliate undertakes to return the Equipment in good working condition to the Broadcaster as payment to the Broadcaster, all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.
- (x) Upon change in the designated satellite of the Subscribed Channel(s), the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense.

- (y) The Affiliate undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to the Broadcaster and/or its representatives for inspection upon reasonable notice. The Affiliate undertakes to furnish and submit to Broadcaster all information and/or documents as may be required by Broadcaster from the Affiliate from time to time.
- (z) Affiliate authorizes and consents to the use of his/her personal or sensitive personal information, as provided by it in terms of this Agreement, by the Broadcaster including its affiliates, agents, representatives, advisors or subcontractors for such lawful purposes as may be necessary pursuant to this Agreement.

17. TERMINATION:

- (a) Either Party shall have the right to terminate this Agreement by giving 21 (twenty one) days' written notice, as per Applicable Laws, to the other Party if such other Party is breach of any of the terms and conditions of this Agreement and such other Party fails to rectify such breach within the referred 21 (twenty one) days' notice period.
- (b) Either Party has a right to terminate this Agreement by a written notice, subject to Applicable Law, to the other in the event of the bankruptcy, insolvency or appointment of receiver over the assets of the other Party.
- (c) Broadcaster shall have the right to terminate this Agreement by a written notice to Affiliate if (i) the registrations / licenses / permissions necessary for Affiliate to operate its Permitted Digital Distribution Platform is/has being revoked, or (ii) Broadcaster discontinues the Subscribed Channels with respect to all DPOs and provides Affiliate with a written notice as per Applicable Laws.
- (d) Broadcaster shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to Affiliate and/or take any other action as may be appropriate, upon occurrence of any of the following:
 - (i) in case of dissolution of the partnership (if applicable) or winding up proceedings initiated against Affiliate;
 - (ii) in the event of assignment of the Agreement by Affiliate without prior written approval of Broadcaster ;
 - (iii) if Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels (including but not limited to entering into an agreement/arrangement with another Broadcaster for operational and/or administrative and/or funding purposes, etc.);
 - (iv) in the event the Broadcaster is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster to provide the Subscribed Channels to Affiliate or limits the Affiliate's right or authorization to distribute/retransmit the Subscribed Channels or in the event of any court order which prevents/restricts the Broadcaster to provide the Subscribed Channels to Affiliate under this Agreement.
- (e) Affiliate may terminate this Agreement on written notice to the Broadcaster if the Affiliate discontinues its Permitted Digital Distribution Platform and provides at least 90 (ninety) days prior written notice.
- (f) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

18. CONSEQUENCES OF EXPIRY/TERMINATION:

- (a) Upon expiry/termination of the Agreement:
 - (i) Broadcaster shall disconnect/deactivate signals of the Subscribed Channels; and
 - (ii) The Affiliate shall immediately return the Equipment in good working condition failing which the Affiliate shall be liable to compensation/damages, equivalent to the Broadcaster's share of MRP last paid by the Affiliate, for each month of delay, on a pro-rata basis.
- (b) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession.
- (c) The Affiliate shall within seven (7) days of the expiry/termination pay to the Broadcaster all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/ claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to the Broadcaster, under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 18% per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
- (d) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

19. INTELLECTUAL PROPERTY RIGHTS:

- (a) It is expressly agreed and understood that the Affiliate shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than the rights expressly provided in this Agreement.
- (b) All Intellectual Property related to the Subscribed Channels shall belong exclusively to the Broadcaster. Affiliate shall not acquire any proprietary or other rights in the Intellectual Property to which the Broadcaster or its associates or subsidiaries assert proprietary or other rights, which may be notified to the Affiliate from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. Affiliate may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of the Broadcaster. Marketing materials generated by the Affiliate may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels and/or the Broadcaster. Such marketing materials shall require the prior written approval of Broadcaster. Affiliate shall not acquire any proprietary or other rights over the Marks, and agrees not to use Marks without prior written consent of Broadcaster. Unless notified to the contrary by Broadcaster, in all trade references, advertising, and promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by Broadcaster. To the extent any of such rights are deemed to accrue to the Affiliate, Affiliate agrees that such rights are the exclusive property of Broadcaster. Broadcaster reserves the right to inspect any such material at any time without prior notice. Affiliate shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of Broadcaster, resembles any of the Intellectual Property. Affiliate shall include appropriate copyright and other legal notices as Broadcaster may require, and shall promptly call to the attention of Broadcaster the use of any Intellectual Property or of any names or marks that resemble any Intellectual Property by any third party in the Territory. Affiliate shall within 10 days after termination of this Agreement return to Broadcaster or, at Broadcaster's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of the Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to Broadcaster (or its designee) all interest in and to any graphic representation created by or for the Affiliate of any Intellectual Property. To the extent permissible by law, Affiliate hereby irrevocably appoints the Broadcaster as its lawful attorney-in-fact to carry out any legal action required to cancel any registration or application for registration obtained or made by the Affiliate for the Intellectual Property pertaining to Broadcaster and the Subscribed Channels as mentioned herein or to cause all of the Affiliate's interest in such registrations or application to be transferred to/ Broadcaster (or its designee), it being acknowledged that such power is a power coupled with an interest.

20. ADVERTISING AND PROMOTIONS:

- (a) The Broadcaster grants to the Affiliate the non-exclusive right during the Term to use the Marks solely in connection with the marketing and promotion of the Subscribed Channels and in a manner that has been pre-approved by the Broadcaster.
- (b) Affiliate undertakes to give:
 - (i) an equivalent amount of marketing support for the Subscribed Channels as it provides to other channels of the same genre;
 - (ii) similar treatment to all Subscribed Channels in all advertising material whereby Subscribed Channels' logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and
 - (iii) equal opportunity to the Subscribed Channels for participation in events and promotions that Affiliate undertakes subject to commercial agreement for each event.

21. MISCELLANEOUS:

- (a) Confidentiality: The Affiliate shall keep in strict confidence any Confidential Information received by it from Broadcaster and shall not disclose the same to any person, not being a party to this Agreement. The Affiliate shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the Affiliate to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of Broadcaster and the Affiliate shall not acquire any rights in the Confidential Information.
- (b) Limitation Of Liability:
 - (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.

- (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.
- (iii) Without prejudice to the foregoing, the maximum aggregate liability of the Broadcaster for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Broadcaster's share of MRP that has actually been paid by the Affiliate to the Broadcaster during the preceding months.
- (c) Force Majeure: Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the Affiliate/Subscribers. In the event of a suspension of any obligation under this Clause, which extends beyond a period of one (1) month, the Party not affected may, at its option, elect to cancel those aspects of this Agreement.
- (d) No Agency: Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of this Agreement or by Broadcaster's delivery of the Subscribed Channels to the Affiliate. This Agreement between the Broadcaster, and the Affiliate is on principal to principal basis and is terminable in nature.
- (e) No Waiver: The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.
- (f) Assignment:
- (i) Notwithstanding anything contained in the Agreement or by operation of law or otherwise, the Affiliate shall not have the right, without the prior written consent of the Broadcaster, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party.
- (ii) Broadcaster may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as the Broadcaster *vis a vis* the Affiliate.
- (g) Indemnity and Third Party Claims:
- (i) The Parties shall forever keep and hold the other Party and such Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any acts, omissions, misstatements, and representations, warranties, undertakings of the defaulting Party.
- (ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- (iii) The Broadcaster makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval for retransmission in the Authorized Area of Transmission through the Affiliate's Permitted Digital Distribution Platform. The Affiliate shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels through Affiliate's Permitted Digital Distribution Platform and maintaining those approvals, licenses and permissions throughout the Term.
- (iv) The Affiliate acknowledges, accepts and represents to the Broadcaster shall not be liable in any manner to the Affiliate or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable laws.
- (v) This Clause shall survive termination of the Agreement.
- (h) Severability: If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

- (i) **Notices:** All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Affiliate and the Authorized Agent set forth in the Agreement, unless either party, at any time or times, designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D. All notices to the Broadcaster shall also be addressed to the attention of "Eenadu Television Private Limited, Ramoji Film City, Hayathnagar Mandal, Ranga Reddy District – 501 512.
- (j) **Survival:** Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of the Affiliate, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.
- (k) **Governing Law and Jurisdiction:** The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.
- (l) **Counterpart:** This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.
- (m) **Entire Understanding/Modifications:** This Agreement along with its Annexures contains the entire understanding between the Parties with respect to the Channels/Subscribed Channels herein. The Parties are executing this Agreement in acceptance of the mutually agreed contents of this Agreement, out of their own free will, consent and volition and without any sort of force, coercion or any undue influence. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Any modification, variation, alteration and amendment of the provisions of this Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the Agreement.

<p>For Eenadu Television Private Limited,</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>For _____ [Name of the Affiliate]</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>

ANNEXURE A

AUTHORIZED AREA OF TRANSMISSION

- (a) **“Authorized Area of Transmission”** means such areas within the Territory (States of Andhra Pradesh and Telangana) which are listed below, if the Affiliate’s Permitted Digital Distribution Platform is Digital Addressable Cable Television Network:

Sl. No.	Locality	Town / City	District	State / Union Territory

- (b) **“Authorized Area of Transmission”** means the entire Territory, if the Affiliate’s Permitted Digital Distribution Platform is HITS Platform.

ANNEXURE B

[Note: Please incorporate similar Annexures and mark them as Annexure B1, Annexure B2 and so on and so forth (as applicable) for each headend of the Affiliate's Permitted Digital Distribution Platform]

(I) Headend/installation address of Equipment and CAS and SMS of the Affiliate's Permitted Digital Distribution Platform:

City / Town: _____

District: _____

State / Union Territory: _____

PIN Code: _____

(II) Details of Equipment installed at the headend/installation address for the Subscribed Channels

Subscribed Channels (assign (✓) against the applicable channel)	Channel Name	Digital Satellite Receiver No./CAM Module No:	Viewing Card No.:
()	ETV		
()	ETV Andhra Pradesh		
()	ETV Telangana		
()	ETV Cinema		
()	ETV Plus		
()	ETV Life		
()	ETV Abhiruchi		
()	ETV HD		

ANNEXURE C

A/1 - A-LA-CARTE TARIFF OF CHANNELS

Assign (✓) against channel to mark selection	Channel Name	Genre	MRP per Subscriber per month (in Rs.)	Effective rate per Subscriber per month applicable for raising monthly invoice on the Affiliate post apportionment of Distribution Fee of 20% of MRP (in Rs.)
()	ETV	General Entertainment	Rs. 12.00ps	Rs.09.60ps
()	ETV Plus	General Entertainment	Rs. 04.00ps	Rs.03.20ps
()	ETV Cinema	Movies	Rs. 03.50ps	Rs.02.80ps
()	ETV Life	General Entertainment	Rs. 01.00ps	Rs.00.80ps
()	ETV Abhiruchi	General Entertainment	Rs. 01.00ps	Rs.00.80ps
()	ETV Andhra Pradesh	News & Current Affairs	Rs. 01.00ps	Rs.00.80ps
()	ETV Telangana	News & Infotainment	Rs. 01.00ps	Rs.00.80ps
()	ETV HD	General Entertainment	Rs. 18.00ps	Rs.14.40ps

A/2 – BOUQUET TARIFF OF CHANNELS.

Assign (✓) against channel to mark selection	Bouquet	Bouquet Name	MRP per Subscriber per month (in Rs.)	Effective rate per Subscriber per month applicable for raising monthly invoice on the Affiliate post apportionment of Distribution Fee of 20% of MRP (in Rs.)
()	Bouquet -1	ETV ETV-Plus ETV-Life ETV-Cinema ETV-Abhiruchi ETV-Andhra Pradesh ETV-Telangana	Rs 19.97ps	Rs.15.97ps
()	Bouquet -2	ETV ETV-Plus ETV-Life ETV-Cinema ETV-Abhiruchi ETV-Andhra Pradesh	Rs 19.12ps	Rs.15.29ps
()	Bouquet -3	ETV ETV-Plus ETV-Life ETV-Cinema ETV-Abhiruchi ETV-Telangana	Rs 19.12ps	Rs.15.29ps

* Distribution fee is 20% of MRP of subscribed channel/bouquet.

* ETPL reserves the right to revise the MRPs and/or nature of the a-la-carte channels, subject to compliance with the Applicable Laws.

* ETPL reserves the right to offer promotion schemes on the maximum retail price of a-la-carte pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time.

ANNEXURE D
TECHNICAL SPECIFICATIONS

Specifications for Set-Top-Boxes (STBs), Fingerprinting & Conditional Access System (CAS) & Subscribers Management System (SMS)

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

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.
Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - (a) Unique customer identification (ID)
 - (b) Subscription contract number
 - (c) Name of the subscriber
 - (d) Billing address
 - (e) Installation address
 - (f) Landline telephone number
 - (g) Mobile telephone number
 - (h) E-mail address
 - (i) Channels, bouquets and services subscribed
 - (j) Unique STB number
 - (k) Unique VC number.
12. The SMS should be capable of:
 - (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - (b) Locating each and every STB and VC installed.
 - (c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
 - (i) The total number of registered subscribers.
 - (ii) The total number of active subscribers.
 - (iii) The total number of temporary suspended subscribers.
 - (iv) The total number of deactivated subscribers.
 - (v) List of blacklisted STBs in the system.
 - (vi) Channel and bouquet wise monthly subscription report in the prescribed format.
 - (vii) The names of the channels forming part of each bouquet.
 - (viii) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 - (ix) The name of a-la carte channel and bouquet subscribed by a subscriber.
 - (x) The ageing report for subscription of a particular channel or bouquet.

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
16. It shall be possible to generate the following reports from the logs of the CAS:
 - (a) STB-VC Pairing / De-Pairing
 - (b) STB Activation / De-activation
 - (c) Channels Assignment to STB
 - (d) Report of the activations or the deactivations of a particular channel for a given period.
17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.
20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.
21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

B) Fingerprinting:

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing.
3. The finger printing should not be removable by pressing any key on the remote of STB.
4. The finger printing should be on the top most layer of the video.
5. The finger printing should be such that it can identify the unique STB number or the unique VC number.
6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
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 distributor of television channels without any alteration with regard to the time, location, duration and frequency.
11. Scroll messaging should be only available in the lower part of the screen.
12. The STB should have a provision that finger printing is never disabled.
13. The watermarking network logo for all pay channels shall be inserted at encoder end only.

C) Set Top Box (STB):

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

ANNEXURE E
SUBSCRIBER REPORT FORMAT

[for each headend/installation address or earth station (as the case may be) and each applicable State as per the Authorized Area of Transmission]

(I) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE ON A-LA-CARTE BASIS

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

Sl. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Active Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	$(7) = [(3)+(4)+(5) + (6)] / (4)$
1						
2						

(II) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE ON BOUQUET BASIS

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

Sl. No.	Name of the Subscribed Channel	Number of subscribers of Bouquet 1/2/3 on 7th day of the month	Number of subscribers of Bouquet 1/2/3 on 14th day of the month	Number of subscribers of Bouquet 1/2/3 on 21st day of the month	Number of subscribers of Bouquet 1/2/3 on 28th day of the month	Average Active Subscriber Base of Bouquet 1/2/3
(1)	(2)	(3)	(4)	(5)	(6)	$(7) = [(3)+(4)+(5) + (6)] / (4)$
1						
2						

(III) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE IN PACKAGES

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

Sl. No.	Name of the Subscribed Channel	Number of subscribers of the Package consisting of Subscribed Channel on 7th day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 14th day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 21st day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 28th day of the month	Average Active Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	$(7) = [(3)+(4)+(5) + (6)] / (4)$
1						
2						

ANNEXURE F
SCOPE OF AUDIT

THE SCOPE OF AUDIT SHALL INCLUDE THE ACCESS TO ALL THE FOLLOWING:

Head End Audit

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

CAS Audit

Affiliate to provide all below information correctly;

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

SMS Audit

- All product authorization must be from SMS only.
- SMS and CAS should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - Unique Customer Id
 - Subscription Contract number
 - Name of the subscriber
 - Billing Address
 - Installation Address
 - Landline telephone number
 - Mobile telephone number
 - Email id
 - Service/Package subscribed to
 - Unique STB Number
 - Unique VC Number
- SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
- Location of each and every set top box VC unit.
- The SMS should be capable of giving the reporting at any desired time about:
 - The total number subscribers authorized
 - The total number of subscribers on the network
 - The total number of subscribers subscribing to a particular service at any particular date.
 - The details of channels opted by subscriber on a-la-carte basis.
 - The package wise details of the channels in the package.
 - The package wise subscriber numbers.
 - The ageing of the subscriber on the particular channel or package
 - The history of all the above mentioned data for the period of the last 2 years
- 1. Following parameter should be validated during the audit:

- (i) Review Complete Network Diagram
- (ii) Undertaking from the Affiliate for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking.
- (iv) Check the number of MUXs installed with active TS outputs. Also, whether all TS from MUX are encrypted for non DAS & DAS area.
- (v) Review whether Live diagram / fiber details of network are captured in SMS system
- (vi) To check if Affiliate specific coding / ID is available for Finger Printing.
- (vii) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
- (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
 - Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - Hardware details
- (x) Review the subscribers activation/ de-activation history in the SMS system
- (xi) Validate if the SMS is integrated with the Conditional Access (“CA”) system.
- (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
- (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
- (xiv) Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
- (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- (xvi) Validate if the LCO is attached to a Subscriber
- (xvii) Review the Electronic Programming Guide to check LCN/CDN and genre of all Subscribed Channels.
- (xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Authorized Agent.
- (xix) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
- (xx) Review of the following reports are supported by SMS & CA System:
 - a. Total no of Subscribers – active & de-active separately
 - b. De-active subscribers with ageing
 - c. Subscribed Channel wise Subscribers – total
 - d. Subscribed Channel wise Subscribers – split by package
 - e. Package / channel details
 - f. Subscriber/Revenue Reports by State/City
 - g. No of packages/services offered
 - h. List of channels
 - i. Channels along with Rate Card Options offered with details of active Subscribers
 - j. Historical data reports
 - k. Free / demo Subscribers details
 - l. Exception cases – active only in SMS or CA system

STB Audit

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

- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections
 - (i) Macro vision 7 or better on Composite video output.
 - (ii) Macro vision 7 or better on the Component Video output.
 - (iii) HDCP copy protection on the HDMI & DVI output.
 - (iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
- Types of boxes launched / to be launched:
 - Vanilla STB
 - DVR STB
 - Others (please specify)
- Please furnish STB details as following:
 - Open Standards or Proprietary?
 - Audio Video and Data I/O Configuration?
 - Local Storage?
 - Smarts Card?
 - PVR Functionality?
 - Tamper Resistance?
 - I/O Copy Protection? Please provide the details.
 - I/O Interface to Other Devices?
- Are the STB's interoperable?
- DVR / PVR STB should be compliance of following;
 - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - Recorded content should be encrypted & not play on any other devices.
 - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.

Distribution Network Audit

Affiliate should provide below information in detail;

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

Commercial Audit

1. Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.
2. Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
 - Customer acquisition
 - Provisioning of the subscriber in authentication, billing and SMS system
 - Scheme / package change request process
 - Customer Retention process, if any
 - Deactivation and churn process
3. Understand/ Verify the various schemes / packages being offered to customers
 - Obtain details of all approved schemes / packages and add on which are being offered to customers
 - Interactions with the Affiliate's marketing and sales team on how the various channels are being marketed
 - Any special marketing schemes or promotions
 - Details of the consumers subscribing to the various schemes/ packages, including 'demo'/ free/ complimentary/ testing/ promotional subscribers
4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
 - Generation of reports for subscriber declaration for channels / bouquets
 - Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:

- Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
 - Analyse the computation of average subscribers
 - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
6. Analysis of the following -:
- Input and change controls of customer data into SMS
 - SMS user access controls – authentication, authorization and logging
 - Analyze system logs to identify any significant changes or trail of changes made
 - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
 - Review the system logic for the reports which are inputs to Broadcaster declarations
 - Channel allocation/fixation to a particular LCN/CDN
 - Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
 - Sample of activation and deactivation request logs
 - Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
 - Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ rep)
 - Live Demo of the queries being put in to the system to generate different reports.
 - List of CAS and SMS used by Affiliate in DAS area. In case more than one CAS and SMS system is used by Affiliate for both DAS and non-DAS areas, then understand and analyze how the two markets are segregated, controlled, reported and invoiced
 - Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
 - In case of multiple CAS being used by Affiliate, to understand synchronization between multiple CAS and SMS

ANNEXURE G
AFFILIATE'S ANTI-PIRACY OBLIGATIONS

1. General

1.1 Affiliate shall take all necessary actions to prevent any unauthorized access to the channels through its Permitted Digital Distribution Platform.

2. STBs, VCs, Systems and Procedures

2.1 In order to ensure that each STB is capable of being used for Fingerprinting, Affiliate shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2 Affiliate represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by Affiliate or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, Affiliate:

2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;

2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;

2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;

2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;

2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and

2.2.7 de-authorizing any STB or VC that is found outside the Authorized Area of Transmission or in the possession of a person who is not a bona fide Subscriber.

2.3 Affiliate represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other operator.

2.4 Affiliate represents, warrants and undertakes that all installations of STBs and VCs are done directly by Affiliate or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, Affiliate's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

2.4.1 Name;

2.4.2 Installation address;

2.4.3 Billing address (if different);

2.4.4 Telephone number of the installation address, where applicable;

2.4.5 Subscriber's unique subscriber reference or subscription agreement number;

2.4.6 Channels /Bouquets that have been selected;

2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;

2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);

2.4.9 Name and unique reference number of the installer (if different from the dealer);

2.4.10 VC number; and

2.4.11 Unique STB number.

2.5 Affiliate agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Subscribed Channels can be accessed from addresses which are:

2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or

2.5.2 outside the Authorized Area of Transmission; or

2.5.3 that of a cable head end or any other distributor of such Channel.

2.6 In order to ensure that the VC is only activated for bona fide Subscribers, Affiliate further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.

2.7 Affiliate represents warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

- 3.1 Affiliate shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by Authorized Agent and as reasonably requested from time to time.
- 3.2 Affiliate shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by Affiliate or by Authorized Agent.
- 3.3 Affiliate shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.
- 3.4 Affiliate shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Subscribed Channels:
 - 3.4.1 The Subscribed Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;
 - 3.4.2 Fingerprinting to be provided by Affiliate on the Subscribed Channels, as per the scheme provided by the Broadcaster through the Authorized Agent; the Broadcaster through the Authorized Agent shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

- 4.1 Affiliate shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2 Affiliate represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.
- 4.3 Affiliate agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
 - 5.1.1 Any VC or STB is being located, supplied or sold outside the Authorized Area of Transmission,
 - 5.1.2 Any of the Subscribed Channels are being viewed via a VC or STB by a third party that is not a Subscriber,
 - 5.1.3 A VC is being used for viewing the Subscribed Channels anywhere other than the registered address of a Subscriber, or
 - 5.1.4 A VC and/or STB are being used by a cable operator or other distributor to distribute any of the Subscribed Channels (each, a "Piracy Event").
- 5.2 If Authorized Agent or Affiliate becomes aware of a Piracy Event then Affiliate shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Subscribed Channels or signals thereof.
 - 5.2.1 In the event Authorized Agent decides to take legal or other action against any infringing party committing or causing any Piracy Event, Affiliate shall provide all reasonable assistance to Authorized Agent to prevent or combat such Piracy Event.
 - 5.2.2 If Affiliate wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Authorized Agent, where Authorized Agent shall be one of the parties to such action, it shall notify Authorized Agent in writing and seek Authorized Agent's prior written consent. Where Authorized Agent consents to Affiliate taking legal or other action on behalf of Authorized Agent, Affiliate shall keep Authorized Agent fully informed of the progress of such action. Affiliate shall not settle, attempt to settle or otherwise compromise the rights of Authorized Agent or its affiliates without the prior written consent of Authorized Agent.
- 5.3 Affiliate agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.
- 5.4 Affiliate shall investigate and report to Authorized Agent any detected incidents of copying, transmitting, exhibiting or other illegal use of the Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Subscribed Channels.

ANNEXURE H

CAS DECLARATION FORM (ON THE LETTERHEAD OF THE CAS COMPANY)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, address at _____ having its headend at _____ has installed Conditional Access System (CAS) from our company for its digital addressable cable television platform.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____ NETWORK ID: _____

With respect to the CAS installed at above mentioned headend, we confirm the following:

1. The current version of CAS does not have any history of hacking.
2. We have the capability of upgrading of CAS in case it gets hacking.
3. The CAS is currently in use by other pay TV services and it has an aggregate of at least 1 million subscribers in the global pay TV market.
4. The CAS has the capacity to handle at least 1 million subscribers in the system.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on an particular package.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
7. This CAS is independently capable of generating log of all activations and deactivations.
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
9. The CAS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
10. This CAS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and package.

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

Thanking you,

For (CAS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE I

SMS DECLARATION FORM (ON THE LETTERHEAD OF THE SMS COMPANY)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its registered office address at _____ and having its headend at _____ has installed SMS from our Company for its digital addressable cable television platform.

Date of SMS Installation: _____

SMS Version: _____

With respect to the SMS installed at above mentioned headend, we confirm the following:

1. The SMS is currently in use by other pay TV services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis through the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on an particular package.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
6. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. This SMS is independently capable of generating log of all activations and deactivations.
8. This SMS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel.

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

Thanking you,

For (SMS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE J

DECLARATION

I, _____, S/o _____, Owner / Partner / Managing Partner / Director / Managing Director /
Authorised Representative of M/s. _____, (Address) _____ do hereby affirm and declare that the
information and documents furnished by me is true to the best of my knowledge, belief and information and all documents
furnished by me are true copies of the originals kept in our office in regular course of business.

Signature

ANNEXURE K

The Affiliate needs to provide the number of Subscribers subscribing to the Subscribed Channels through the Affiliate's Permitted Digital Distribution Platform in the format prescribed below:

Sl. No.	Name of the Subscribed Channel	Number of Subscribers subscribing to such Subscribed Channel
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