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

This Reference Interconnect Offer ("**RIO**") is being published by Eenadu Television Private Limited ("**Broadcaster**"), specifying the technical and commercial terms and conditions for retransmission of Broadcaster's channels through digital distribution platforms, in compliance with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, as amended, ("hereinafter collectively referred to as **TRAI Regulations**"). Distribution Platform Operators ("**DPOs**") desirous of re-transmitting signals of the channels distributed by Broadcaster, ("**Channels**") may seek interconnection for the Channel(s) on the basis of this RIO. This RIO shall be effective **01-June-2022.**

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

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

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

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

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

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

In the event a DPO makes any modification to the Interconnection Agreement at the time of its execution, then such Interconnection Agreement shall be invalid and DPO shall have to make a fresh request in the manner prescribed above.

Notwithstanding anything to the contrary, this RIO / Interconnection Agreement is: (a) without prejudice to Broadcaster's rights and contentions in any litigation, (b) subject to the outcome of SLP (C) No. 10801 of 2021 titled Indian Broadcasting & Digital Foundation & Ors. vs Telecom Regulatory Authority of India & Ors., and connected matters, which are pending before the Hon'ble Supreme Court, (c) WP(C) Nos. 4091 of 2017, 4135 of 2017, 7017 of 2017, 6915 of 2017 ("Writ Petitions") pending before Hon'ble Delhi High Court, and (d) any other / further petitions, matters, writ petitions and appeals pending before any Authority, Tribunal and Court in connection with any matter or aspect concerning RIO / Interconnection Agreement and/or its / their stipulation(s)

herein, and any other / further challenges arising from in such cases and matters. Broadcaster reserves its right to alter, modify and/or terminate the Interconnection Agreement, subject to the outcome of the aforesaid matter(s). All provisions of earlier interconnection agreement (if any) that are explicitly, or by their nature, intended to survive expiry / termination (including Affiliate's obligations to make payments, provide monthly subscriber reports, provide audit reports, etc.) shall continue to survive. Further, the Interconnection Agreement and any action taken in furtherance hereto shall not be deemed to be any form of waiver of any rights / contentions of Broadcaster and also, should not be deemed as a confirmation of Affiliate's entitlement to receive signals of Subscribed Channels under the Interconnection Agreement. Broadcaster specifically reserves the rights to inter-alia disconnect signals of Subscribed Channels for reason of, including but not limited to, non-payment of dues, failure to ensure that Affiliate's Permitted Digital Distribution Platform is in continued compliance with stipulations of the Interconnection Agreement, and/or legal / regulatory framework. Further, the Interconnection Agreement is neither intended to supersede, nor does it supersede any earlier communication or notices already issued by Broadcaster.

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

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

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

AND

DPO: _____

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

Registered Address: _____

_____ District: _____; State: _____

Correspondence Address: _____

_____District: _____; State: _____

Contact Person: _____ Tel. No.: _____

Email id: _____

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

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

Table 1

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

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

_____ _____

Broadcaster DPO

RECITAL:

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

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

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

(D) Details of Broadcaster's reference interconnect offer based interconnection agreements, which are subsisting as on the date of execution of this Interconnection Agreement, if any, between Broadcaster and Affiliate for the Channels / Bouquets are provided in Annexure A attached to this Agreement

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

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

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

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

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

(d) "**Applicable Laws**" shall mean all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any local and national laws, treaties, voluntary industry standards (if any) rules, directives, regulations, guidelines, and code of conduct of the MIB, TRAI, Ministry of Communications and Information Technology (MCIT), Department of Telecommunications under MCIT in India (DOT), Department of Electronics and Information Technology (DEITY) that have come into effect, those applicable to any tax, consumer and/or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment. For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by applicable laws, including, without limitation, the TRAI and the MIB.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(z) "**Entitlement Reports**" shall mean monthly report(s) that Affiliate shall be required to furnish to Broadcaster, as per formats set out in **Annexure H1** attached to this Agreement, and also such other data/information which shall be required by Broadcaster from time to time, so as to enable Broadcaster to evaluate if all terms and conditions of Incentive Plan has been met by Affiliate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Digital Addressable Cable Television Network

☐ DTH Service

☐ IPTV Service

☐ HITS Service

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

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

(ww) "**Security Systems**" shall have such meaning as is set forth in Clause 14(a) of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. NON-EXCLUSIVE RIGHTS:

(a) On the basis of the representations, warranties and undertakings given by Affiliate, and subject to Affiliate complying with all terms and conditions as set out in this Agreement, Broadcaster hereby grants non-exclusive, non-transferable, non-sublicensable right to Affiliate to receive signals of the Subscribed Channel(s) through Broadcaster's STB directly from designated satellites and retransmit signals of the Subscribed Channel(s) through Affiliate's Permitted Digital

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

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

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

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

4. <u>SUBSCRIPTION FEE & CALCULATION THEREOF:</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. PAYMENT TERMS:

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

(b) Broadcaster has to raise monthly invoices on Affiliate, towards Subscription Fee under this Agreement. Accordingly, Broadcaster shall raise monthly invoices towards Subscription Fee of a particular month, or part thereof (together with applicable taxes, levies and cess) post receipt of the Subscriber Report for such month, or part thereof, from Affiliate. In case Affiliate fails to send the Subscriber Report for the applicable month, or part thereof, within the applicable Subscriber Report Due Date, Broadcaster shall have the right to raise a provisional invoice on Affiliate for the month for which the Subscriber Report has not been furnished by Affiliate. Affiliate agrees and acknowledges that the provisional invoice towards Subscription Fee shall be of such amount as shall be increased by 10% of the amount mentioned in the invoice raised on Affiliate towards Subscription Fee for the immediately preceding month. On receipt of the Subscriber Report for such month *(i.e., the month for which provisional invoice was raised)* from Affiliate, but no later than three (3) months from the Subscriber Report Due Date for such month *(i.e., the month for which provisional invoice was raised)*, the Parties would conduct reconciliation between the provisional invoice raised by Broadcaster and the Subscriber Report for such month furnished by Affiliate. In event Affiliate fails to complete such reconciliation as set out herein above, it shall be deemed as breach of this Agreement and Broadcaster shall have the liberty to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels in term of Clause 19 of this Agreement. This shall be without prejudice to any other rights and/or remedies which Broadcaster may have under the Applicable Laws (including for determination of dues and payment of costs and damages). Further, in case of failure of DPO to reconcile as specified above, the provisional invoice issued by Broadcaster, shall be deemed to be treat as final and binding. In the event of any agreed increase or decrease in Subscription Fee, it shall be supported with an appropriate debit/credit note (as applicable) in accordance with GST Laws.

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

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

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

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

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

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

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

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

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

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

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

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

(o) If any proceedings are initiated under GST laws, each Party agrees that it shall reasonably co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings. Further, Affiliate agrees that in the GST details as provided by Affiliate to Broadcasters is disputed/or is litigated with Broadcaster by the tax

authorities, then in such a case Affiliate undertakes and agrees to indemnify Broadcaster for any tax liability and other related interest, penalties etc. payable by Broadcaster to tax authorities, including the cost of litigation (if any)

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

6. NEW CHANNEL AND REMOVED CHANNEL:

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

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

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

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

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

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

8. INCENTIVE PLAN: Broadcaster is offering this Incentive Plan (*as mentioned under Annexure E of this Agreement*) in terms of the extant Interconnection Regulations on non-discriminatory basis to all DPOs with a view of enhancing access to Broadcaster's offering to Affiliates and making the same more affordable to end users since Broadcaster believes that benefit availed by Affiliates in form of incentive will be ultimately passed on to the end user.

(a) Broadcaster's Incentive Plan on a-la-carte MRP of Channels is detailed in **Annexure E** attached to this Agreement.

(b) Subject to Affiliate mandatorily complying in full with mail address mentioned in Clause 8(c)all terms and conditions mentioned in **Annexure E** of the Agreement, Affiliate shall be entitled to receive applicable incentive(s) under Incentive Plan.

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

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

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

(d) If upon evaluation of the Entitlement Report, Broadcaster determines that Affiliate has become entitled for obtaining the incentive, then Broadcaster shall inform Affiliate in writing (emails permitted) the incentive value for which Affiliate shall need to raise invoice on Broadcaster ("**Entitled Incentive Value**"). Within 3 days of Affiliate's receipt of such written communication from Broadcaster Affiliate shall raise tax compliant and duly signed invoice on Broadcaster for the Entitled Incentive Value. Payment of Entitled Incentive Value shall be subject to receipt of valid invoice from Affiliate as set out in this Agreement and Affiliate making payment of the Subscription Fee to Broadcaster as set out in Clause 5 above for the relevant month.

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

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

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

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

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

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

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

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

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

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

(o) For avoidance of doubt, it is hereby clarified that nothing contained in this Clause 8 shall have any bearing on Affiliate's obligation to pay the Subscription Fees to Broadcaster as stated in Clause 5 of this Agreement and Affiliate shall be required to pay the Subscription Fees as stated therein.

9. <u>CONSEQUENCE OF AFFILIATE'S BREACH OF APPLICABLE TERMS AND CONDITIONS FOR OBTAINING INCENTIVE UNDER THE INCENTIVE PLAN:</u>

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

10. MERGER/ACQUISITION:

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

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

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

11. SUBSCRIBER REPORTS:

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

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

(i) Affiliates operating in the state of Andhra Pradesh and Telangana shall send the Subscriber Report reports to subscriber.reports@etv.co.in; and
(ii) Affiliate operating in any state of India, except the state of Andhra Pradesh and Telangana, shall send the Subscriber Report reports to smsreports@etv.co.in.

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

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

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

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

12. AUDIT:

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

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

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

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

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

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

(g) Affiliate agrees that if during the audit exercise it is revealed that Affiliate has not informed Broadcaster about any change/ replacement of the existing SMS / CAS system of Affiliate or in case where Affiliate has deployed and is utilizing one or more SMS / CAS systems which were not disclosed by Affiliate to Broadcaster at the time of such additional SMS / CAS system(s) deployment or at the time of execution of the Agreement, as applicable, then Broadcaster shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels, and such right of Broadcaster shall be in addition to any other remedy available under Applicable Laws.

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

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

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

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

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

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

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

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

(c) Affiliate undertakes that it shall install Broadcaster's STBs at such installation address(es)/headend address(es) as is/are set forth in **<u>Annexure F</u>** attached to this Agreement. Affiliate agrees and understands that if Affiliate has more than one installation address for its Permitted Digital Distribution Platform, then Affiliate shall clearly specify each such installation address in a separate annexure *(to be marked as Annexure F1, F2 and so on and so forth)* in such format as is set forth in **<u>Annexure F</u>** and also provide Broadcaster's STBs details for each such installation address.

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

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

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

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

14. OBLIGATIONS OF AFFILIATE:

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

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

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

(d) Affiliate shall, in a non-discriminatory manner, ensure retransmission of such high-quality encrypted signals of the Subscribed Channels through Affiliate's Permitted Digital Distribution Platform to Broadcaster's Subscribers as are equal to signal quality of other channels retransmitted through Affiliate's Permitted Digital Distribution Platform to all Active Subscribers. In any event, signal retransmission quality of Affiliate's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.

(e) Affiliate shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Permitted Digital Distribution Platform and shall regularly provide to Broadcaster with updated piracy reports.

(f) Affiliate shall ensure that none of the Subscribed Channels shall be disadvantaged or otherwise treated less favorably by Affiliate with respect to channels of other broadcasters on a genre basis.

(g) Affiliate shall ensure that it shall offer the Subscribed Bouquets to the Subscribers, either on standalone basis and/or as part of Packages, without any alteration in composition of the Subscribed Bouquets.

(h) Affiliate shall obtain from Broadcaster and/or the appointed agencies *(as informed by Broadcaster to Affiliate from time to time)*, the EPG/FPCs for the Subscribed Channels and Affiliate shall ensure that such EPG/FPCs are displayed on the EPG of Affiliate's Permitted Digital Distribution Platform at all times during the Term without any cost to Broadcaster.

(i) Affiliate agrees to provide to Broadcaster all required details in terms of the Customer Information Update Form, as is set forth in **Annexure N** of this Agreement.

(j) Affiliate agrees to abide by the applicable GST laws, rules and procedures and indemnifies Broadcaster from any claims and/or liabilities that may arise on account of Affiliate's violation of the applicable GST laws.

(k) Affiliate shall be responsible to reverse input tax credit claimed/availed on such invoices for which a credit note is issued by Broadcaster due to any change in the Subscription Fee.

(l) Prior to Affiliate discontinuing retransmission of any Channel(s) because of such Channel(s)' monthly subscription percentage on Affiliate's Permitted Digital Distribution Platform being less than the discontinuation threshold in each of the immediately preceding six consecutive months which is calculated in terms of Schedule VIII of Interconnection Regulations, Affiliate shall provide fifteen (15) days' prior intimation to Broadcaster along with all such supporting data which shows the calculation of discontinuation threshold and also evidences Affiliate's claim of the Channel(s)'s lower subscriber base.

(m) Affiliate undertakes that it shall be solely responsible for dealings with Subscribers and shall be liable for any claims, actions, demands or proceedings by Subscribers arising out of the actions or omissions of Affiliate. Nothing in this Agreement or the contract(s) executed between Subscriber and Affiliate or Affiliate's LCOs (if applicable) shall entitle the Subscribers to receive the Subscribed Channel(s) from Broadcaster or create any direct relationship between the Subscribers and Broadcaster.

(n) Affiliate undertakes that, if Affiliate is desirous of extending its operation beyond the Territory ("**Additional Territory**"), Affiliate shall give at least thirty (30) days prior written notice to Broadcaster specifying the name of city and corresponding state/union territory of Additional Territory and such extension to the Additional Territory shall be subject to compliance of procedure set out under Applicable Laws and/or the terms of this Agreement. It is hereby clarified that if Broadcaster objects to Affiliate's operation in Additional Territory within 30 days of receipt of the Territory Extension Notice, Affiliate shall not re-transmit signals of the Subscribed Channels beyond the Territory. If Affiliate re-transmits signals of the Subscribed Channels in the Additional Territory in contravention of this provision, then the same shall tantamount to Piracy of Channel(s) of Broadcaster.

15. ANTI-PIRACY:

(a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any of the Subscribed Channels, in whole or in part ("**Piracy**"), Affiliate shall, prior to the commencement of the Term and at all times during the Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") & security specifications as are set forth in **Annexure J** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by Broadcaster Subject to the terms and conditions of the Interconnection Regulations, Affiliate granting access to the Subscribed Channels to its Active Subscribers outside/beyond the Territory through Affiliate's Permitted Digital Distribution Platform shall tantamount to Affiliate allowing unauthorized access to the Subscribed Channel(s). With an aim to ensure that Subscribed Channel(s) are not distributed in an unauthorized manner, Affiliate shall ensure all LCN(s) are integrated with CAS and SMS and that no frequency and/or LCN(s) of Affiliate's Permitted Digital Distribution Platform are kept free/left for any other use (including use by LCOs). Additionally, if it comes to Broadcaster's knowledge that any Subscribed Channel(s) is being retransmitted through Affiliate's Permitted Digital Distribution Platform (directly or through an affiliated LCO(s) of Affiliate) in the Territory on more than one (1) LCN, then the same shall be deemed to be a breach of this Agreement.

(b) Affiliate shall provide on a month-on-month basis comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report.

(c) Affiliate shall deploy finger printing mechanisms (both overt and covert) to detect any Piracy, violation of copyright and unauthorized viewing of the Subscribed Channels distributed / transmitted through its Permitted Digital Distribution Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

(d) Affiliate shall not authorize, cause or suffer any portion of any of the Subscribed Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Affiliate in the manner set forth in this Agreement at the time the Subscribed Channel(s) are made available. If Affiliate becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any purpose, Affiliate shall within ten (10) minutes of so becoming aware notify Broadcaster and Affiliate shall also forthwith deactivate the concerned Affiliate's STB to prevent such unauthorized use.

(e) If so instructed by Information (as defined below) by Broadcaster, Affiliate shall deactivate or de-authorize the transmission to any unauthorized Subscriber/Active Subscriber indulging in Piracy, within 10 minutes from the time it receives such Information from Broadcaster Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through email and (ii) the information is sent by a person(s) who is designated to send such information. However, the Information may even be provided by Broadcaster through other means of communications such as telephonic message, fax etc. and the said Information shall later be confirmed by Broadcaster through email and Affiliate shall be under obligation to act upon such information.

(f) Affiliate shall, at its own expense, take all necessary steps to comply with obligations set forth in **Annexure J**. Affiliate undertakes to provide all such assistance to the Broadcaster, with respect to the Subscribed Channel(s), as may be reasonably required by the Broadcaster with respect to prevention of Piracy of the Subscribed Channel(s) in the Territory.

16. REPRESENTATION BY BOTH PARTIES:

(a) Broadcaster represents to Affiliate that it has the requisite powers and authority to enter into the Agreement, and to fully perform its obligations hereunder. Similarly, Affiliate represents to Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) Each Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party.

(c) Both Parties shall comply with the Applicable Laws *(including Affiliate's compliance with the provisions of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017)*. Each Party hereby represents, warrants, undertakes to the other Party and agrees that in performing its obligations or exercising its rights etc. under this Agreement, each Party and its respective employees shall not pay, offer or promise to pay or authorize the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with and in compliance of Prevention of Corruption Act, 1988, Indian Penal Code, 1860 including all applicable Indian laws.

17. REPRESENTATIONS AND WARRANTIES OF BROADCASTER: Broadcaster represents, warrants and undertakes to Affiliate that as on date of this Agreement:

(a) the Channels are registered in India with MIB and with any other authority as required under Applicable Laws.
(b) the distribution of the Channels is permitted in India and no court or tribunal or any other authority has passed an order forbidding the distribution of the Channels in India.

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

(a) Affiliate has a valid and subsisting license from the applicable statutory authority which permits Affiliate to operate its Permitted Digital Distribution Platform and Affiliate undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to Broadcaster, as and when called upon to do so by the Broadcaster.
(b) As and when demanded by Broadcaster Affiliate shall provide the following: -
  (i) CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure K**);
  (ii) SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure L**); and
  (iii) Its own declaration, signed by an officer of the Affiliate not below the level of COO / CEO / CTO, to certify that all activation and deactivation of STBs can be done with the commands of the SMS.
(c) Affiliate's STBs, CAS and SMS shall comply with the Technical Specifications and Affiliate agrees that Affiliate's STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs as set out in Section 4A read with Schedule III and Schedule IX of the Interconnection Regulations and **Annexure G** of this Interconnection Agreement. Affiliate agrees that if Affiliate uses Digital Rights Management ("DRM") in place of CAS, then all the provisions applicable to CAS as set out in this Agreement shall apply *mutatis-mutandis* to DRM
(d) In event Affiliate intends to cause any type of change/alteration/modification to the configuration or the version of Affiliate's Permitted Digital Distribution Platform after issuance of the audit report by auditor, Affiliate shall provide an advance intimation of 30 (thirty) days to Broadcaster prior to effectuating any such change / alteration / modification in a format as may be prescribed by Broadcaster from time to time. Affiliate further undertakes that upon effectuating any aforementioned / alteration / modification to Affiliate's Permitted Digital Distribution Platform, Broadcaster shall be entitled to conduct an additional audit of the duly changed / altered / modified Affiliate's Permitted Digital Distribution Platform as per the provisions of Clause 12 of this Agreement.
(e) Affiliate shall not retransmit the Subscribed Channels nor shall it activate Affiliate's STB of any Active Subscriber without obtaining a duly filled in subscriber application form from such Active Subscriber as per the requirements prescribed under the applicable regulations/laws. Affiliate further represents that the details of Active Subscribers as per the subscriber application form shall be promptly recorded in SMS of Affiliate.
(f) Affiliate shall not retransmit the Subscribed Channels and/or contents of Subscribed Channels via any medium other than Affiliate's Permitted Digital Distribution Platform identified by Affiliate in this Agreement and shall also not cause to exhibit/retransmit any stills, extract or selected programs from the Subscribed Channels.
(g) Affiliate represents that Affiliate shall also provide the Entitlement Reports for such month of the Term within such timeline as is set forth in the Agreement. Affiliate specifically understands and acknowledges that in event if it fails to provide the Entitlement Report for any month during the term within the specified timeline for the same then the Affiliate shall not be entitled to receive any incentive under the Incentive for such month of the Term.
(h) Affiliate shall provide the Subscriber Reports and pay Subscription Fee, together with applicable taxes, within the specified time-lines.
(i) Affiliate understands and acknowledges that Broadcaster shall have the right to set-off any Entitled Incentive Value against any outstanding Subscription Fee due and payable by Affiliate under this Agreement.
(j) Affiliate shall make available to Broadcaster every month, logs containing channel wise history of all the activations and de-activations of all Affiliate's STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by Affiliate's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.
(k) Affiliate shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.
(l) Affiliate shall provide Broadcaster for anti-piracy monitoring of every Subscribed Channel/Package distributed/retransmitted by Affiliate's Permitted Digital Distribution Platform, 10 (ten) Affiliate's STBs for which Broadcaster shall pay applicable charges.
(m) Affiliate shall provide all contributory language feeds of Subscribed Channel(s) to Active Subscribers as and when such contributory language feed for Subscribed Channel(s) is made available by Broadcaster.
(n) Affiliate shall not distribute the Subscribed Channels to any commercial subscribers.
(o) All applicable Execution Requirements, as listed in **Annexure M** of this Agreement, provided by Affiliate to Broadcaster are correct.
(p) Affiliate shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest industry standards in India, subject to signals of the Subscribed Channels getting delivered to Affiliate of a quality sufficient to permit Affiliate to reasonably comply with such standards. Affiliate shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster of any degradation to any of the Subscribed Channels' signals.

(q) Affiliate shall ensure that EPG functionality, user interface and on-screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10% of the television screen from bottom.

(r) Affiliate shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more that 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.

(s) Affiliate undertakes to retransmit signals of the Subscribed Channels in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels; and (iii) reformatting any Subscribed Channel(s) so that it appears on less than the full screen of a television.

(t) Affiliate shall not run, display, add, super impose the notices of disconnection or discontinuation or non-availability of television channels, any multimedia graphics, on Affiliate's Permitted Digital Distribution Platform's EPG, in such a manner that will interfere/adversely affect the viewing experience of the viewers of such television channels.

(u) Affiliate agrees that Broadcaster (and/or the respective owners of the Channel(s)) may re-name or re-brand the Channel(s), or amend the logos of the Channel(s), at any time and in any manner as Broadcaster (and/or the respective owners of the Channel(s)) deem necessary and such name / logo change shall be reflected on the EPG and home channel of Affiliate's Permitted Digital Distribution Platform on and from the date informed by Broadcaster to Affiliate.

(v) Affiliate undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s). Affiliate further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Subscribed Channel(s) and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease.

(w) Affiliate shall not push content onto Affiliate's STBs, there shall not be automatic advertisement skipping function and/or Affiliate shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).

(x) Affiliate undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.

(y) Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscribed Channel(s) nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s).

(z) Affiliate hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Subscribed Channel(s) on Affiliate's STBs of Affiliate's Permitted Digital Distribution Platform in any manner.

(aa) Affiliate shall not offer limited period exhibition of any of the Subscribed Channels to Subscribers/Active Subscribers.

(bb) Affiliate undertakes not to modify, misuse or tamper with Broadcaster's STBs including the seal (paper seal to prevent opening of Broadcaster's STB) or any signals emanating there from, in a manner that prevents the identification of Broadcaster's STB number or interferes with signals emanating there from.

(cc) Affiliate undertakes to keep Broadcaster's STBs in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in Broadcaster's STB.

(dd) Affiliate understands and acknowledges that Broadcaster shall have the right to run scroll(s) on its Channel(s) to provide such information to Subscribers as may be required by Broadcaster from time to time.

(ee) Affiliate acknowledges and agrees that Broadcaster may, by way of public notice(s), inform Active Subscribers about proposed disconnection of Subscribed Channel(s) in order to enable Active Subscribers to protect their interest.

(ff) Affiliate agrees and acknowledges that Broadcaster shall have right to run public awareness campaign regarding availability/non-availability of channels on Affiliate's Permitted Digital Distribution Platform. Affiliate specifically undertakes that Broadcaster shall be entitled to use the logo and / or marks of Affiliate during such campaign conducted in public interest.

(gg) Upon expiry/termination of the Agreement, Affiliate undertakes to return Broadcaster's STBs in good working condition to Broadcaster and pay to Broadcaster, all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.

(hh) Upon any change(s) in the designated satellite of Subscribed Channel(s) or any change(s) in encoding, compression or encryption of Subscribed Channel(s) or any technical modification to Subscribed Channel(s), Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense.

(ii) By entering into this Agreement, Affiliate is not in breach of any contractual obligation with respect to other service providers with whom it has any existing agreement.

(jj) Affiliate acknowledges that the Channels are provided by Broadcaster on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied.

(kk) Affiliate acknowledges and undertakes that it has read, evaluated and has understood the entire content of this Agreement and all terms and conditions of this Agreement including obligations, representations, warranties and undertaking of Affiliate under this Agreement are reasonable and justified in light of the transactions contemplated under this Agreement, and are nondiscriminatory, and are not greater than necessary for the legitimate preservation of the value of the Subscribed Channels and the content of the Subscribed Channels.

(ll) Affiliate undertakes to keep accurate and complete Subscriber Records and make such Subscriber Records available to Broadcaster and/or its representatives for inspection upon reasonable notice.

(mm) Affiliate acknowledges that the information and documents provided by Affiliate at the time of execution of this Agreement, including but not limited to address, contact details, etc., are correct as on the date of execution of this Agreement. Affiliate further undertakes that any change/update to such information shall be intimated by Affiliate to Broadcaster in writing (email permitted) as and when such changes happen. It is specifically agreed by Affiliate that in the event it fails to intimate about such changes to Broadcaster then, any communication/notice sent to Affiliate at the contact details mentioned in this Agreement shall be deemed to have been successfully severed/delivered to Affiliate.

(nn) Affiliate warrants and represents to Broadcaster that Affiliate has necessary consent, have provided any necessary notice and have complied with provisions/actionable required under applicable data protection laws to disclose personal data provided by Affiliate to Broadcaster pursuant to this Agreement. Broadcaster may share such personal data with its representatives where it is required in connection with this Agreement and/or for compliance with applicable data protection laws. Affiliate undertakes to indemnify Broadcaster and their directors, employees, representatives, against any claim/legal proceedings complaint or allegation relating to the processing of personal data.

19. <u>TERM & TERMINATION:</u>

(a) This Agreement be valid for a period of twelve (12) months, i.e., commencing from _____ day of _____, 20__ and expiring on _____ day of _____, 20__ (both dates included), unless terminated earlier in accordance with terms of the other provisions of this Agreement ("**Term**").

(b) The Parties understand and acknowledge that in case they fail to enter into new interconnection agreement before expiry of the Term, Broadcaster shall cease to provide signals of the Subscribed Channels to Affiliate upon expiry of the Term.

(c) In case Affiliate is not desirous of executing a new interconnection agreement upon expiry of the Term, Affiliate shall fifteen (15) days prior to the date of expiry of the Term, inform the Active Subscribers through scrolls on the Subscribed Channels the date of expiry of the Agreement and the date of disconnection of signals of the Subscribed Channels.

(d) Each Party shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by giving 21 (twenty-one) days' written notice, as per Applicable Laws, to the other Party if such other Party is in breach of any of the terms and conditions of this Agreement.

(e) Either Party has the right at its discretion to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by a written notice to the other Party, subject to Applicable Laws, in the event of dissolution of the partnership *(if applicable)*, initiation of winding up/bankruptcy/insolvency proceedings against the other Party or appointment of receiver over the assets of the other Party.

(f) Broadcaster shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by a written notice to Affiliate if Broadcaster discontinues the Subscribed Channel(s) with respect to all DPOs and provides Affiliate with a written notice as per Applicable Laws.

(g) Broadcaster shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels to Affiliate and/or take any other action as may be appropriate, upon occurrence of any of the following:
   (i) if the registrations/licenses/permissions necessary for Affiliate to operate its Permitted Digital Distribution Platform is revoked;
   (ii) in the event of assignment of the Agreement by Affiliate without prior written approval of Broadcaster;
   (iii) if Affiliate voluntarily or by operation of law loses control of its Permitted Digital Distribution Platform (including but not limited to by entering into an agreement/arrangement with any third party for operational and/or administrative and/or funding purposes, etc.);
   (iv) if Affiliate is blacklisted in the GST portal and/or if the rating of Affiliate on the GST portal goes down below the generally acceptable GST rating;
   (v) in the event Broadcaster (or the applicable channel owner) is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to Affiliate or limits Affiliate's right or authorization to distribute/retransmit the Subscribed Channels or in the event of any court order which prevents/restricts Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to Affiliate under this Agreement.

(h) Affiliate may terminate this Agreement after giving 90 (ninety) days' prior written notice to Broadcaster if Affiliate discontinues its Permitted Digital Distribution Platform.

(i) The Parties agree that if Broadcaster's right to distribute any channel from amongst the Channels in India is revoked due to expiry/termination of agreement/arrangement between Broadcaster and the owner of such channel, then this Agreement with respect to such channel shall deemed to have been terminated.

(j) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

20. CONSEQUENCES OF EXPIRY/TERMINATION:

(a) Upon expiry/termination of the Agreement:
   (i) Broadcaster shall disconnect/deactivate signals of the Subscribed Channels; and
   (ii) Affiliate shall return Broadcaster's STBs in good working condition *(normal wear and tear accepted)*. In case Broadcaster's STBs are damaged due to negligence of Affiliate, the Broadcaster, shall be authorized to recover the actual repair cost from Affiliate and in the event Broadcaster's STBs are beyond repair, Affiliate shall be liable to pay to the Broadcaster the cost of such Broadcaster's STBs as on the date it was supplied to Affiliate.

(b) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession.

(c) Affiliate shall, within seven (7) days of the expiry/termination of the Agreement, pay to the Broadcaster all outstanding payments and/or other sums (including but not limited to cost/ charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to Broadcaster under the Agreement as on the date of expiry/termination, failing which, such outstanding amounts shall be payable together with interest at the rate of eighteen percent (18%) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstanding, along with applicable interest, in full.

(d) Those provisions of this Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement. Termination of this Agreement shall not absolve Affiliate of its obligations under this Agreement. Further, rights of Broadcaster to Audit shall survive such Termination and / or Suspension for a period of two years post such an event.

21. INTELLECTUAL PROPERTY RIGHTS:

(a) It is expressly agreed and understood that Affiliate shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than the rights expressly provided in this Agreement.

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

22. ADVERTISING AND PROMOTIONS:

(a) Broadcaster grants to Affiliate the non-exclusive right during the Term to use the Marks solely in connection with the marketing and promotion of the Subscribed Channel(s) and in a manner that has been pre-approved by Broadcaster.

(b) Affiliate undertakes to give:
   (i) an equal amount of marketing support for the Subscribed Channels as it provides to other channel(s) of the same genre;
   (ii) similar treatment to all Subscribed Channels in all advertising material whereby Subscribed Channels' logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and
   (iii) opportunity to the Subscribed Channels to participate in events and promotions that Affiliate undertakes.

23. MISCELLANEOUS:

(a) Confidentiality: Affiliate shall keep in strict confidence any Confidential Information received by it from Broadcaster and shall not disclose the same to any person, not being a party to this Agreement. Affiliate shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by Affiliate to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of Broadcaster and Affiliate shall not acquire any rights in the Confidential Information.

(b) Limitation of Liability:
   (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever. However, the limitation of liability shall not apply in case a Party infringes any intellectual property right(s) of the other Party and/or such Party is guilty of fraud and/or willful misconduct and/or gross negligence.
   (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.
   (iii) Broadcaster shall not be liable to Affiliate, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any direct and/or indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement.
   (iv) Without prejudice to the foregoing, the maximum aggregate liability of Broadcaster for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fee that has actually been paid by Affiliate to Broadcaster for the immediately preceding three (3) months from the date of claim.
   (v) In the event retransmission of the Subscribed Channels or any of its content in the Territory through Affiliate's Permitted Digital Distribution Platform requires any consent, permissions, approvals or licenses from any governmental or statutory authority, Broadcaster shall not be liable for the same and Affiliate shall at its sole cost and expense shall be responsible for obtaining all such necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities and maintaining the same throughout the Term.

(c) Force Majeure: Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to Affiliate/Broadcaster's Subscribers. In the event of a suspension of any obligation under this Clause, which extends beyond a period of one (1) month, the Party not affected may, at its option, elect to cancel those aspects of this Agreement.

(d) No Agency: Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with Broadcaster by virtue of this Agreement or by Broadcaster's delivery of the Subscribed Channels to Affiliate. This Agreement between Broadcaster and Affiliate is on principal to principal basis and is terminable in nature.

(e) No Waiver: The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

(f) Assignment:

(i) Notwithstanding anything contained in the Agreement or by operation of law or otherwise, Affiliate shall not have the right, without the prior written consent of Broadcaster, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party.

(ii) Broadcaster may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as Broadcaster *vis-à-vis* Affiliate.

(g) Indemnity and Third-Party Claims:

(i) Each Party shall keep and hold the other Party and such other Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any acts, omissions, misstatements or breach of any representations, warranties, undertakings of the defaulting Party.

(ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.

(iii) This Clause shall survive termination of the Agreement.

(h) Notices: All notices given hereunder shall be given in writing, by personal delivery, e-mail, courier, Speed Post or Registered Post A.D., at the correspondence address of Affiliate and the Broadcaster set forth in the Agreement, unless either party, at any time or times, designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by *(i)* personal delivery shall be deemed to have been delivered on the same day on which the personal delivery takes place, *(ii)* e-mail shall be deemed to have been delivered on the same day on which the e-mail is sent, unless a delivery-failure notification is received by the sender and *(iii)* courier or Speed Post or Registered Post A.D. shall be deemed to have been delivered on the 3rd (third) day from the date of dispatch of such courier or Speed Post or Registered Post, as applicable. All notices to Broadcaster shall ***also*** be addressed to the attention of "Head-Legal", Eenadu Television Private Limited, Ramoji Film City, Hyderabad, Ranga Reddy District – 501 512, Telangana.

(i) Severability: If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

(j) Survival: Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of Affiliate, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.

(k) Regulatory Intervention: In the event of any change in Applicable Laws or any final un-appealable order of any competent court or tribunal ("**Regulatory Intervention**") which would have a material adverse effect on either of the Parties, then Parties shall amend this Agreement in writing or execute fresh agreement to comply with such change. Parties agree that such amendment/fresh agreement shall be effective from the date of implementation of any such Regulatory Intervention.

(l) Governing Law and Jurisdiction: The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.

(m) Counterpart: This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

(n) Stamp Duty: Any stamp duty payable on this Agreement shall be borne by Affiliate. In the event such stamp duty is paid by Broadcaster then Affiliate shall reimburse the same to Broadcaster within 15 (fifteen) days of Broadcaster informing Affiliate of the same.

(o) Special Overriding Condition: Notwithstanding anything to the contrary, this Interconnection Agreement is: (a) without prejudice to Broadcaster's rights and contentions in any litigation, (b) subject to the outcome of SLP (C) No. 10801 of 2021 titled Indian Broadcasting & Digital Foundation & Ors. vs Telecom Regulatory Authority of India & Ors., and connected matters, which are pending before the Hon'ble Supreme Court, (c) WP(C) Nos. 4091 of 2017, 4135 of 2017, 7017 of 2017, 6915 of 2017 ("Writ Petitions") pending before Hon'ble Delhi High Court, and (d) any other / further petitions, matters, writ petitions and appeals pending before any Authority, Tribunal and Court in connection with any matter or aspect concerning this Interconnection Agreement and/or its stipulation(s) herein, and any other / further

challenges arising from in such cases and matters. The Broadcaster reserves the right to alter, modify and/or terminate the Interconnection Agreement, subject to the outcome of the aforesaid matter(s). All provisions of earlier interconnection agreement (if any) that are explicitly, or by their nature, intended to survive expiry / termination of the said interconnection agreement (including Affiliate's obligations to make payments, provide monthly subscriber reports, provide audit reports, etc.) shall continue to survive. Further, the Interconnection Agreement and any action taken in furtherance hereto shall not be deemed to be any form of waiver of any rights / contentions of Broadcaster and also, should not be deemed as a confirmation of Affiliate's entitlement to receive signals of Subscribed Channels under the Interconnection Agreement. Broadcaster specifically reserves the rights to inter-alia disconnect signals of Subscribed Channels for reason of, including but not limited to, non-payment of dues, failure to ensure that Affiliate's Permitted Digital Distribution Platform is in continued compliance with stipulations of the Interconnection Agreement, and/or legal / regulatory framework. Further, the Interconnection Agreement is neither intended to supersede, nor does it supersede any earlier communication or notices already issued by Broadcaster.

(p) Entire Understanding/Modifications: This Agreement along with its Annexures contains the entire understanding between the Parties with respect to the Channels/Subscribed Channels herein. The Parties are executing this Agreement in acceptance of the mutually agreed contents of this Agreement, out of their own free will, consent and volition and without any sort of force, coercion or any undue influence. This Agreement shall become binding on the Parties and enforceable at law only after counter signature by Broadcaster. Upon execution, this Agreement shall supersede all prior understandings between the Parties with respect to retransmission of the Subscribed Channel(s) on Affiliate's Permitted Digital Distribution Platform in the Territory. Any modification, variation, alteration and amendment of the provisions of this Agreement shall become effective only once the same has been captured in writing and executed by and both Parties.

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

For **Eenadu Television Private Limited** Signature: _____ Name: _____ Title: _____	**For** **_____** **[Name of Affiliate]** Signature: _____ Name: _____ Title: _____

ANNEXURE A

Details of existing interconnection agreements executed between Broadcaster and Affiliate based on (Broadcaster's reference interconnect offer), which are subsisting as on the date of execution of this Interconnection Agreement, if any, for the Channels / Bouquets of Broadcaster:

_____ _____

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ANNEXURE B

TERRITORY

(a) Registered area of operation of Affiliate as mentioned in the registration granted by the Central Government:

(b) "**Territory**" means such areas in India which are listed in Column B below:

Column A	Column B	Column C	Column D	Column E
Sl. No.	**Territory**	**District**	**State / Union Territory**	**Head-end from which signals of Channels shall be retransmitted to this Territory**

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ANNEXURE C

LIST OF CHANNELS

Sr. No.	Channel Name	Genre	Language
1.	ETV Telugu	General Entertainment	Telugu
2.	ETV Plus	General Entertainment	Telugu
3.	ETV Cinema	Movies	Telugu
4.	ETV Abhiruchi	General Entertainment	Telugu
5.	ETV Life	General Entertainment	Telugu
6.	ETV Andhra Pradesh	News & Current Affairs	Telugu
7.	ETV Telangana	News & Current Affairs	Telugu
8.	ETV HD	General Entertainment	Telugu
9.	ETV Plus HD	General Entertainment	Telugu
10.	ETV Cinema HD	Movies	Telugu
11.	ETV BalBharat – Telugu	Kids	Telugu
12.	ETV BalaBharat – Tamil	Kids	Tami
13.	ETV BalBharat – Kannada	Kids	Kannada
14.	ETV BalaBharat - Malayalam	Kids	Malayalam
15.	ETV BalBharat - English	Kids	English
16.	ETV BalBharat – Hindi	Kids	Hindi
17.	ETV BalBharat SD	Kids	English, Hindi, Punjabi, Marathi, Gujarathi, Telugu, Malayalam, Kannada, Tamil, Bangla, Odia, Assamese
18.	ETV BalBharat HD	Kids	English, Hindi, Punjabi, Marathi, Gujarathi, Telugu, Malayalam, Kannada, Tamil, Bangla, Odia, Assamese

Certain channels may have additional language feeds which may be continued / discontinued / replaced / substituted from time to time without any obligations towards the Affiliate.

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ANNEXURE D

(I) A-LA-CARTE MRP AND A-LA-CARTE RTA OF CHANNELS

Assign (✓)against channel to mark selection or assign (X) against channel to mark non-selection[2]	Channel Name	MRP per subscriber per month (in Rs.)	A-la-Carte RTA per subscriber per month (in Rs.)	Nature of Channel
( )	ETV Telugu	22.00	17.60	Pay
( )	ETV Plus	03.50	02.80	Pay
( )	ETV Cinema	04.50	03.60	Pay
( )	ETV Abhiruchi	00.75	00.60	Pay
( )	ETV Life	00.25	00.20	Pay
( )	ETV Andhra Pradesh	00.25	00.20	Pay
( )	ETV Telangana	00.25	00.20	Pay
( )	ETV HD	25.00	20.00	Pay
( )	ETV Plus HD	05.00	04.00	Pay
( )	ETV Cinema HD	06.50	05.20	Pay
( )	ETV BalBharat- Telugu	04.00	03.20	Pay
( )	ETV BalaBharat- Tamil	04.00	03.20	Pay
( )	ETV BalBharat- Kannada	04.00	03.20	Pay
( )	ETV BalaBharat- Malayalam	04.00	03.20	Pay
( )	ETV BalBharat- English	04.00	03.20	Pay
( )	ETV BalBharat – Hindi	04.00	03.20	Pay
( )	ETV BalBharat SD	04.00	03.20	Pay
( )	ETV BalBharat HD	05.00	04.00	Pay

(II) BOUQUETS OF CHANNELS ALONG WITH MRP AND RTA[3]

Assign (✓) against channel to mark selection or assign (X) against channel to mark non-selection	Bouquet Name	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet RTA per subscriber per month (in Rs.)
( )	ETV Family Pack	ETV Plus ETV Cinema ETV Abhiruchi ETV Life ETV Andhra Pradesh ETV Telangana ETV BalBharat-Telugu	9.00	7.20

[2]If Affiliate has not marked any selection, i.e., either tick(✓)**OR**cross (**X**) mark, against any channel, then it shall be deemed that Affiliate does not want to avail that channel.

[3]If Affiliate has not marked any selection, i.e., either tick (✓)**OR**cross (**X**) mark, against any bouquet, then it shall be deemed that Affiliate does not want to avail that bouquet

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Assign (✓) against channel to mark selection or assign (X) against channel to mark non-selection	Bouquet Name	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet RTA per subscriber per month (in Rs.)
( )	ETV Family Pack - 2	ETV Plus ETV Cinema ETV Abhiruchi ETV Life ETV Andhra Pradesh ETV Telangana ETV BalBharat SD	9.00	7.20

Assign (✓) against channel to mark selection or assign (X) against channel to mark non-selection	Bouquet Name	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet RTA per subscriber per month (in Rs.)
( )	ETV HD Family Pack	ETV Plus HD ETV Cinema HD ETV Abhiruchi ETV Life ETV Andhra Pradesh ETV Telangana ETV BalBharat HD	12.00	9.60

***The Bouquets where the Bouquet Name contains the word 'HD' also contains standard definition channels.**

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Annexure E[4]

INCENTIVE PLANS ON A-LA-CARTE MRP OF SPECIFIED CHANNELS

(I) Eligibility Criteria for obtaining incentives on MRP of Subscribed Channels–

(a) The applicable Subscribed Channel shall be placed at its respective defined Slab on the EPG of Affiliate's Permitted Digital Distribution Platform *(in terms of Column E of Table B of this Annexure E)*;

(b) The applicable Subscribed Channel(s) and their respective Competing Channel(s) *(in terms of Column D of Table B of this Annexure E)* shall be placed consecutively in the EPG and also allocates consecutive LCNs to the Subscribed Channel(s) and their respective Competing Channels;

(c) Affiliate provides Broadcaster with the Subscriber Report and Entitlement Report for the concerned month, within specified timeline in accordance with the provisions of this Agreement; and

(d) Affiliate fulfills all terms and conditions (including payment terms) of this Agreement in a timely manner.

(II) **Incentive Plan:**

(a) Affiliate operating in the state of Andhra Pradesh and/or Telangana shall be considered entitled to avail 15% (fifteen percent) incentive on the a-la-carte MRP of the all Subscribed Channels if all Specified Channels as mentioned in in *Column A of Table A* herein below achieves Penetration percentage as mentioned in *Column B* of *Table A* herein below.

(b) Affiliate operating in rest of India (*i.e., except in the state of Andhra Pradesh and Telangana*) shall be considered entitled to avail 15% (fifteen percent) incentive on the a-la-carte MRP of the Subscribed Channels named 'ETV BalaBharat- Tamil', 'ETV BalBharat- Kannada', 'ETV BalaBharat- Malayalam', 'ETV BalBharat- English', 'ETV BalBharat – Hindi' 'ETV BalBharat SD' and ETV Bal Bharat HD if the relevant Subscribed Channel achieves Penetration of 70 % (Seventy Percentage) in the respective Relevant Target Market (*in terms of Column C of Table B of this Annexure E*).

(c) For the purpose herein, "Penetration" shall mean percentage of Affiliate's Active Subscriber Base receiving the channel in the respective Relevant Target Market and the same shall be calculated as under:

Penetration = "Average Broadcaster's Subscriber Base" divided by "Affiliate's Active Subscriber Base" in the respective Relevant Target Market multiplied by 100 and the same shall be expressed in percentage.

(d) For the purpose herein, "Affiliate's Active Subscriber Base" shall mean the aggregate number of Active Subscribers receiving both 'SD' and 'HD' versions of channels (for clarity please refer to example below Table A).

(e) For purpose herein, Penetration of for Kids genre (as listed in Annexure C above) "Kids Channels", shall be measured by aggregating *Penetration* of all Specified Channels of Kids genre in the Relevant Target Market.

Table A
Specified Channels

	Column A	Column B
Sl. No.	**Specified Channel Name**	**Specified Channel Penetration**
1	ETV Telugu	80%
2	ETV HD	
3	ETV Cinema	80%
4	ETV Cinema HD	
5	ETV Plus	80%
6	ETV Plus HD	
7	ETV BalBharat - Telugu	70%
8	ETV BalBharat SD	
9	ETV BalBharat HD	

[4]It is clarified that there is no obligation on Affiliate to opt for the Incentive Plan offered under this Annexure E for availing signals of the Channels.

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Note: For arriving at the Penetration percentage of 'ETV – Telugu' Broadcaster's Subscriber(s) subscribing to channels named 'ETV – Telugu' and 'ETV HD' shall be aggregated. *For e.g.*, if an Affiliate is operating in the state of Andhra Pradesh and/or Telangana having active subscriber base of 1,00,000 subscribers, and channel 'ETV – Telugu' is subscribed by 65,000 subscribers and 'ETV HD' is subscribed by 16,000 subscribers (as per the Subscriber Report submitted by Affiliate for a certain month) then Penetration for that month for 'ETV – Telugu' shall be calculated as (65000+16000)=81,000 which would then be divided by 1,00,000 to arrive at Penetration of 81%, thus the said Affiliate shall be eligible to avail incentive for the applicable month subject to fulfilling other conditions as mentioned in this Annexure E.

Table B

Specified Channels, Genre and Relative Positioning Slabs

	Column A	Column B	Column C	Column D	Column E
Sl. No.	Channel Name	Genre (Language)	Relevant Target Market	Competing Channels	Slab
1	ETV Telugu	General Entertainment (Telugu)	Andhra Pradesh & Telangana	Gemini TV, Zee Telugu, Star Maa and channels of similar language and genre/ sub-genre	Top 2
2	ETV Plus	General Entertainment (Telugu)	Andhra Pradesh & Telangana	Gemini TV, Zee Telugu, Star Maa and channels of similar language and genre/ sub-genre	Top 5
3	ETV Cinema	Movies (Telugu)	Andhra Pradesh & Telangana	Gemini Movies, Zee Cinemalu, Star Maa Movies and channels of similar language and genre/ sub-genre	Top 2
4	ETV Abhiruchi	General Entertainment (Telugu)	Andhra Pradesh & Telangana	Gemini TV, Zee Telugu, Star Maa and channels of similar language and genre/ sub-genre	Top 10
5	ETV Life	General Entertainment (Telugu)	Andhra Pradesh & Telangana	Gemini TV, Zee Telugu, Star Maa and channels of similar language and genre/ sub-genre	Top 12
6	ETV Andhra Pradesh	News & Current Affairs (Telugu)	Andhra Pradesh & Telangana	TV9, NTV, TV5, ABN Andhra Jyothi, Sakshi News and channels of similar language and genre/ sub-genre	Top 3
7	ETV Telangana	News & Current Affairs (Telugu)	Andhra Pradesh & Telangana	TV9, T News, TV5 News, NTV, V6, ABN Andhra Jyothi, Sakshi news and channels of similar language and genre/ sub-genre	Top 3
8	ETV HD	General Entertainment (Telugu)	Andhra Pradesh & Telangana	Gemini TV HD, Zee Telugu HD, Star Maa HD and channels of similar language and genre/ sub-genre	Top 2
9	ETV Plus HD	General Entertainment (Telugu)	Andhra Pradesh & Telangana	Gemini TV HD, Zee Telugu HD, Star Maa HD and channels of similar language and genre/ sub-genre	Top 5
10	ETV Cinema HD	Movies (Telugu)	Andhra Pradesh & Telangana	Gemini Movies HD, Zee Cinemalu HD, Star Maa Movies HD and channels of similar language and genre/ sub-genre	Top 2
11	ETV BalBharat - Telugu	Kids (Telugu)	Andhra Pradesh & Telangana	Disney, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top-5
12	ETV BalaBharat - Tamil	Kids (Tamil)	Tamil Nadu and Puducherry	Disney, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top-5
13	ETV BalBharat - Kannada	Kids (Kannada)	Karnataka	Disney, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5
14	ETV BalaBharat - Malayalam	Kids (Malayalam)	Kerala	Disney, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5
15	ETV BalBharat - English	Kids (English)	All India	Disney, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5
16	ETV BalBharat – Hindi	Kids (Hindi)	All India	Disney, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5

	Column A	Column B	Column C	Column D	Column E
Sl. No.	Channel Name	Genre (Language)	Relevant Target Market	Competing Channels	Slab
17	ETV BalBharat SD	Kids	All India	Disney Channel HD, Hungama TV, Cartoon Network HD, POGO, Nick HD+, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5
18	ETV BalBharat HD	Kids	All India	Disney Channel, Hungama TV, Cartoon Network, POGO, Nick, Discovery, Kushi, Kochu, Chutti, Chintu and channels of similar genre/sub-genre	Top 5

(III) General Terms & Conditions

(a) If Affiliate fails to fulfill any of the applicable terms and conditions of the Incentive Plan under *this Annexure E* at any time during a month of the Term, then Affiliate shall not be entitled to avail the respective incentive under such Incentive Plan during such particular month.

(b) During Audit, Broadcaster shall be entitled to access the records, SMS, CAS and related systems of Affiliate's Permitted Digital Distribution Platform in order to determine the correctness of the Entitlement Reports submitted by Affiliate in terms of this Agreement.

(c) Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, and add any of the terms and conditions of these Incentive Plans at its sole discretion. In addition, Broadcaster at its sole discretion may amend the Incentive Plans *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed Channel, or (iii) in case of conversion of a channel from pay to FTA.

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Broadcaster DPO

ANNEXURE F

[Note: Please incorporate similar Annexures and mark them as Annexure F1, Annexure F2 and so on and so forth (as applicable) for each headend of Affiliate's Permitted Digital Distribution Platform]

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

_____

City / Town: _____

District: _____

State / Union Territory: _____

PIN Code: _____

(II) Details of Broadcaster's STBs installed at the headend/installation address (*Details to be filled in only for the Subscribed Channels*)

Sr. No.	Channel Name	Digital Satellite Receiver No.	Viewing Card No.
1.	ETV Telugu		
2.	ETV Plus		
3.	ETV Cinema		
4.	ETV Abhiruchi		
5.	ETV Life		
6.	ETV Andhra Pradesh		
7.	ETV Telangana		
8.	ETV HD		
9.	ETV Plus HD		
10.	ETV Cinema HD		
11.	ETV BalBharat – Telugu		
12.	ETV BalaBharat- Tamil		
13.	ETV BalBharat- Kannada		
14.	ETV BalaBharat- Malayalam		
15.	ETV BalBharat- English		
16.	ETV BalBharat – Hindi		
17.	ETV BalBharat SD		
18.	ETV BalBharat HD		

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ANNEXURE G
TECHNICAL SPECIFICATIONS

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

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

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

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

B) Fingerprinting:

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

C) Set Top Box (STB):

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

ANNEXURE H

SUBSCRIBER REPORT FORMAT

[for each headend/installation address or earth station (as the case may be) and each applicable State/Union Territory as per the Territory*]*

(I) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE ON A-LA-CARTE BASIS: Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

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

(II) SUBSCRIBED BOUQUET(S) OFFERED BY AFFILIATE ON STAND ALONE BASIS: Average Broadcaster's Subscriber Base of each Subscribed Bouquet shall be arrived at, by averaging the number of subscribers subscribing such Subscribed Bouquet recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Bouquet(s)	Name of constituent Channels of the Subscribed Bouquet(s)	Number of subscribers of the Subscribed Bouquet(s) on 7th day of the month	Number of subscribers of the Subscribed Bouquet(s) on 14th day of the month	Number of subscribers of the Subscribed Bouquet(s) on 21st day of the month	Number of subscribers of the Subscribed Bouquet(s) on 28th day of the month	Average Broadcaster's Subscriber Base of the Subscribed Bouquet(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6) +(7)] / (4)
1							
2							

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

Sl. No.	Name of the channels from amongst the Subscribed Channel	Name of Package consisting of the channel from amongst Subscribed Channel	Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 7th day of the month	Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 14th day of the month	Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 21st day of the month	Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 28th day of the month	Average Broadcaster's Subscriber Base of the channels from amongst Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5) +(6)+(7)] / (4)
1							
2							

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ANNEXURE H(1)

ENTITLEMENT REPORT FORMAT

[for each headend/installation address or earth station (as the case may be) and relevant target market and each applicable State/Union Territory as per the Territory*]*

(I) Entitlement Report for Penetration Incentive: Average Affiliate's Active Subscriber Base (separately for SD and HD Channels) shall be arrived at, by averaging the number of Active Subscribers recorded four (4) times in a calendar month, as provided in the table below. The number of Active Subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

A. Affiliate's Active Subscriber Base for SD and HD Channels

Sl. No.	Particular	Number of subscribers on 7th day of the month	Number of subscribers on 14th day of the month	Number of subscribers on 21st day of the month	Number of subscribers on 28th day of the month	Average Affiliate's Active Subscriber Base
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5) +(6)] / (4)
1	Affiliate's Active Subscriber Base, subscribing To Only SD Channels Affiliate's Permitted Digital Distribution Platform					
2	Affiliate's Active Subscriber Base, subscribing HD Channels available on Affiliate's Permitted Digital Distribution Platform					

B. Affiliate's Active Subscriber Base

Sl. No.	Particular	Number of unique subscribers on 7th day of the month	Number of unique subscribers on 14th day of the month	Number of unique subscribers on 21st day of the month	Number of unique subscribers on 28th day of the month	Average Affiliate's Active Subscriber Base
(1)	(2)	(3)	(4)	(5)	(6)	(7) = [(3)+(4)+(5) +(6)] / (4)
1	Affiliate's Active Subscriber Base					

(II) Entitlement Report for LCN Incentive:

Sl. No.	Channel Name	Genre (Language)	LCN Number	LCN Rank
1.	ETV Telugu	General Entertainment (Telugu)		
2.	ETV Plus	General Entertainment (Telugu)		
3.	ETV Cinema	Movies (Telugu)		
4.	ETV Abhiruchi	General Entertainment (Telugu)		
5.	ETV Life	General Entertainment (Telugu)		
6.	ETV Andhra Pradesh	News & Current Affairs (Telugu)		
7.	ETV Telangana	News & Current Affairs (Telugu)		
8.	ETV HD	General Entertainment (Telugu)		
9.	ETV Plus HD	General Entertainment (Telugu)		
10.	ETV Cinema HD	Movies (Telugu)		
11.	ETV BalBharat – Telugu	Kids		
12.	ETV BalaBharat- Tamil	Kids		
13.	ETV BalBharat- Kannada	Kids		

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Sl. No.	Channel Name	Genre (Language)	LCN Number	LCN Rank
14.	ETV BalaBharat- Malayalam	Kids		
15.	ETV BalBharat- English	Kids		
16.	ETV BalBharat – Hindi	Kids		
17.	ETV BalBharat SD	Kids		
18.	ETV BalBharat HD	Kids		

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ANNEXURE I
SCOPE OF AUDIT

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

SCOPE OF WORK FOR AUDIT

The intent of the audit is to ensure that Affiliates systems are fully compliant with all regulatory requirements and the Accuracy of Subscriber Reports and Entitlement Reports (*i.e. all customers subscribing/viewing the channels are being reported*). The audit shall include the following:

(a) All Headend Audit
(b) CAS Audit
(c) SMS Audit including subscriber report and entitlement reports
(d) CAS integration with SMS
(e) STB Audit
(f) Distribution Network audit including Territory/areas covered, as applicable.
(g) Anti-piracy measures
(h) Broadcasters IRDs physical verification and their respective status
(i) TS Analysis at Headend & on field.
(j) Compliance with contractual commitments as per interconnect agreement
(k) Compliance tests as per Annexure O

I. Head End Audit

(a) Perform walk-through of all head-end/s and sub-headeends if any of every distribution network of Affiliate
(b) Obtain network diagram
(c) Check the digital channels Encrypted
(d) Number of CA systems installed at each headend & the version of each CAS
(e) Number of channels configured on each CAS
(f) Number of Transport Streams
(g) Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX.
(h) Check MUX configuration to validate number of Transport Streams ("TS") configured with SID, scrambling status of each SID and ECM and EMM configuration. (MUX-TS Stream-No. of ECM & EMM configured)
(i) Take screenshot of all TS streams from MUX
(j) Take information of QAMs installed
(k) Obtain & record to confirm EPG, LCN etc. details
(l) Confirm insertion of watermarking network logo for all channels from encoder

II. CAS AUDIT

Affiliate to provide all below information correctly;

(a) Make & version of CAS installed at Head End/sub headends.
(b) CA system certificate to be provided by Affiliate.
(c) CAS version installed should not have any history of hacking, certificate from CAS vendor required.
(d) It shall not be possible to alter the data and logs recorded in the CAS
(e) The CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
(f) The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
(g) The CAS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
(h) The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
(i) It shall be possible to generate the following reports from the logs of the CAS:
    (i) STB-VC Pairing / De-Pairing
    (ii) STB Activation / De-activation
    (iii) Channels Assignment to STB
    (iv) Report of the activations or the deactivations of a particular channel for a given period.
(j) The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
(k) CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/Scrolls.
(l) CAS should be able to generate active/deactivate report channel wise/package wise.
(m) STB's & cards to be uniquely paired from Affiliate before distributing box down the line /LCO.
(n) Affiliate to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to Broadcaster by means of a fresh undertaking.

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(o) Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Affiliate.
(p) CA system should have the capability of providing history of all actions taken for last 2 years.

III. <u>SMS AUDIT</u>

(a) All product authorization must be from SMS only.
(b) SMS and CAS should be fully integrated.
(c) The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
- Unique customer identification (ID)
- Subscription contract number
- Name of the subscriber
- Billing address
- Installation address
- Landline telephone number
- Mobile telephone number
- E-mail address
- Channels, bouquets and services subscribed
- Unique STB number
- Unique VC number.

(d) The SMS should be capable of:
  (i) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
  (ii) Locating each and every STB and VC installed.
  (iii) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
(e) The SMS should be capable of generating reports, at any desired time about:
  (i) The total number of registered subscribers. (with city/state)
  (ii) The total number of active subscribers. (with city, State)
  (iii) The total number of temporary suspended subscribers. (with city/state)
  (iv) The total number of deactivated subscribers. (with city/state)
  (v) List of blacklisted STBs in the system.
  (vi) Channel and bouquet wise monthly subscription report in the prescribed format. (with city/State)
  (vii) The names of the channels forming part of each bouquet.
  (viii) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
  (ix) The name of a-la carte channel and bouquet subscribed by a subscriber. (with city/state)
  (x) The ageing report for subscription of a particular channel or bouquet.
(f) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
(g) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
  (i) Unique Subscriber ID
  (ii) Subscriber Contract Details – No, Term, Date, Name, Address & contact details
  (iii) Hardware details
(h) Review the subscribers activation/ de-activation history in the SMS system
(i) Validate if the SMS is integrated with the Conditional Access ("CA") system.
(j) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
(k) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
(l) Review if the system supports the Finger Printing (both overt and covert) and Scroll features at Box level, Customer account level as well as Global level.
(m) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
(n) Validate if the LCO is attached to a Subscriber
(o) Review the Electronic Programming Guide to check LCN/CDN and genre of all Subscribed Channels.
(p) Review the various packages programmed in the Systems with respect to the subscriber reports and entitlement report submitted to Broadcaster.
(q) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
(r) Review of the following reports are supported by SMS & CA System:
  (i) Total no of Subscribers – active & de-active separately
  (ii) De-active subscribers with ageing
  (iii) Subscribed Channel wise Subscribers – total
  (iv) Subscribed Channel wise Subscribers – split by package
  (v) Package / channel details
  (vi) Subscriber/Revenue Reports by State/City

(vii) No of packages/services offered
(viii) List of channels
(ix) Channels along with Rate Card Options offered with details of active Subscribers
(x) Historical data reports
(xi) Free / demo Subscribers details
(xii) Exception cases – active only in SMS or CA system

IV. STB AUDIT

(a) All STB should be individually paired in advance with unique smart card at central warehouse of Affiliate before handing over to LCO or down the line distribution.
(b) All STBs should have a Conditional Access System.
(c) The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
(d) The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
(e) The STB should be individually addressable from the Head-end.
(f) The STB should be able to receive messages from the Head-end.
(g) The messaging character length should be minimal 120 characters.
(h) There should be provision for global messaging, group messaging and the individual STB messaging.
(i) The STB should have forced messaging capability including forced finger printing display.
(j) The STB must be compliant to the applicable Bureau of Indian Standards.
(k) The STBs should be addressable over the air to facilitate OTA software upgrade.
(l) The STBs with facilities for recording the programs shall have a copy protection system.
(m) The STB outputs should have the following copy protections:
  (i) Macro vision 7 or better on Composite video output.
  (ii) Macro vision 7 or better on the Component Video output.
  (iii) HDCP copy protection on the HDMI & DVI output.
  (iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
(n) **Fingerprinting:**
  (i) The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
  (ii) The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
  (iii) The STB should support both visible and covert types of finger printing.
  (iv) The finger printing should not be removable by pressing any key on the remote of STB.
  (v) The finger printing should be on the top most layer of the video.
  (vi) The finger printing should be such that it can identify the unique STB number or the unique VC number.
  (vii) The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
  (viii) The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
  (ix) The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
  (x) The finger printing should be possible on global as well as on the individual STB basis.
  (xi) The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
  (xii) Scroll messaging should be only available in the lower part of the screen.
  (xiii) The STB should have a provision that finger printing is never disabled.
  (xiv) The watermarking network logo for all pay channels shall be inserted at encoder end only.

V. DISTRIBUTION NETWORK AUDIT

Affiliate should provide below information in detail;

(a) Territory/areas covered
(b) Details of sub headends if any.
(c) Detalis of Additional CAS & SMS located at sub headends and its integration
(d) Fiber network details
(e) Details of LCO connected.
(f) Affiliate to facilitate for a visit to 2-3 sample cities/LCOs (last mile) to ascertain whether any additional CAS is added on the ground or services are run in unencrypted mode or broadcaster channels are being added at LCOs end.

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VI. COMMERCIAL AUDIT

(a) Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.

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

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

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

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

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

VII. DATA REQUIREMENT DURING AUDIT

Below is an indicative list of data which shall be extracted from the DPOs' systems' during the audit:

(a) As-on-date active and de-active STB and VC details with city/state (from both SMS & CAS system)
(b) As-on-date package-wise active STB and VC details with city/state (both SMS & CAS system)
(c) Month-end active and deactive STB and VC details with city/state (both SMS & CAS)
(d) Channel to package mapping along with service ID (with creation, modification and discontinue date) from SMS & CAS
(e) All transaction logs and package composition change logs from CAS & SMS server for 2 years.
(f) Broadcaster reports (past reports furnished to Broadcasters to be regenerated during audit for entire audit period) from SMS system to validate Broadcaster reports submitted by DPO.
(g) As on date channel composition of packages
(h) Channel composition of packages for historical period (audit period)
(i) Transaction logs and package composition change logs (all actions performed for the last 2 years) like activation, de-activation, suspensions and other commands with date and time stamp
(j) Inventory of all the VC/UA/Mac ID from the SMS server for the last 2 years.
(k) Affiliate response on initial questionnaire on system review – Annexure P

Guidelines for extraction of above data:

(a) Affiliate to declare and provide all admin/super admin login access to CAS & SMS servers
(b) Affiliate to allow to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
(c) Affiliate to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
(d) All data from CAS and SMS server should be extracted by Affiliate/auditor in such a manner that no STB/VC is left out from the database.
(e) Data extraction queries scripts and explanation of terminology to be preserved and also provided to Broadcasters along with the audit report
(f) Affiliate should not put any filters (if any) that are being applied to either exclude data of other Affiliates, or even exclude data of certain geographical areas that may have a bearing on the overall count of the subscriber numbers.

_____ _____
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ANNEXURE J

AFFILIATE'S ANTI-PIRACY OBLIGATIONS

1. General

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

2. STBs, VCs, Systems and Procedures

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

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

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

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

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

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

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

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

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

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

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

2.4.1 Name;

2.4.2 Installation address;

2.4.3 Billing address (if different);

2.4.4 Telephone number of the installation address, where applicable;

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

2.4.6 Channels /Bouquets that have been selected;

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

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

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

2.4.10 VC number; and

2.4.11 Unique STB number.

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

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

2.5.2 outside the Territory; or

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

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

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

3. Fingerprinting

3.1 Affiliate shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by Broadcaster and as reasonably requested from time to time.

3.2 Affiliate shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by Affiliate or by Broadcaster.

3.3 Affiliate shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.

3.4 Affiliate shall ensure that the following processes shall be deployed to keep a heck on piracy and misuse of signals of the Subscribed Channels:

3.4.1 The Subscribed Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;

3.4.2 Fingerprinting to be provided by Affiliate on the Subscribed Channels, as per the scheme provided by Broadcaster; Broadcaster shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

4.1 Affiliate shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 Affiliate represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

4.3 Affiliate agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

4.4 Affiliate undertakes that it shall furnish the details of encryption system of Affiliate's Permitted Digital Distribution Platform used for encrypting signals of channels available on Affiliate's Permitted Digital Distribution Platform and undertakes that the same encryption system shall be used for scrambling signal of the Subscribed Channels for their retransmission.

4.5 Affiliate further undertakes that as and when Affiliate gives effect to any material changes to Affiliate's Permitted Digital Distribution Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, Affiliate shall forthwith provide written intimation of such change to Broadcaster. If Broadcaster suggests reasonable modifications to be given effect to the modified security and encryption technology, then Affiliate shall consider shall suggestion for implementation.

5. Piracy, piracy reports and prevention

5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:

5.1.1 Any VC or STB is being located, supplied or sold outside the Territory,

5.1.2 Any of the Subscribed Channels are being viewed via a VC or STB by a third party that is not a Subscriber,

5.1.3 A VC is being used for viewing the Subscribed Channels anywhere other than the registered address of a Subscriber, or

5.1.4 A VC and/or STB are being used by a cable operator or other distributor to distribute any of the Subscribed Channels (each, a "**Piracy Event**").

5.2 If Broadcaster or Affiliate becomes aware of a Piracy Event, then Affiliate shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Subscribed Channels or signals thereof.

5.2.1 In the event Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Affiliate shall provide all reasonable assistance to Broadcaster to prevent or combat such Piracy Event.

5.2.2 If Affiliate wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Broadcaster, where Broadcaster shall be one of the parties to such action, it shall notify Broadcaster in writing and seek Broadcaster's prior written consent. Where Broadcaster consents to Affiliate taking legal or other action on behalf of Broadcaster, Affiliate shall keep Broadcaster fully informed of the progress of such action. Affiliate shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its affiliates without the prior written consent of Broadcaster.

5.3 Affiliate agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.

5.4 Affiliate shall investigate and report to Broadcaster any detected incidents of copying, transmitting, exhibiting or other illegal use of the Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of Broadcaster's STBs that enable access to the Subscribed Channels.

ANNEXURE K

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

TO WHOMSOEVER IT MAY CONCERN

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

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____ NETWORK ID: _____

Location of CAS servers (Database server, ECMG, EMMG) : _____

Server time format:_____

With respect to the CAS installed at above mentioned headend and in terms of Schedule-III and Schedule IX of **THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI,** we confirm that the current version of CAS does not have any history of hacking.

1. It shall not be possible to alter the data and logs recorded in the CAS.
2. All activation and deactivation of STBs are done via SMS which is integrated with our CAS
3. The CAS has a capability of individually addressing subscribers, for the purpose of generating reports, on a channel by channel and STB by STB basis.
4. The CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
5. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting does not get invalidated by use of any device or software.
6. The CAS has the capacity to activate or deactivate services or STBs of at least 10% of the subscriber base of this customer's distribution network within 24 hours.
7. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
8. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
9. This CAS is independently capable of generating log of all activations and deactivations.
10. This CAS is able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
12. The CAS has a facility to generate the following reports from the logs:
    a. STB-VC Pairing / De-Pairing
    b. STB Activation / De-activation
    c. Channels Assignment to STB
    d. Report of the activations or the deactivations of a particular channel for a given period

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

Thanking you,

For (CAS company name)

(Signature)

Name: _____

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

Company seal:

_____ _____

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ANNEXURE L

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

TO WHOMSOEVER IT MAY CONCERN

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

Date of SMS Installation: _____ Location of SMS servers: _____

SMS Version: _____ Server time format:_____

With respect to the SMS installed at above mentioned headend and in terms of Schedule-III and Schedule IX of THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI, we confirm the following:

1. The SMS has the capacity to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.
2. The SMS has the technical capability in India to be able to maintain our systems on 24x7 basis through the year.
3. The SMS system is able to provide monthly log of activation and deactivation on particular channel or on a particular Bouquet / Subscriber Package.
4. The SMS is capable of individually addressing subscribers, for the purpose of generating reports, on a channel by channel and STB by STB basis,
5. This SMS is independently capable of generating log of all activations and deactivations.
6. The SMS is independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands. (As per period of service).
7. It shall not be possible to alter the data and logs recorded in the SMS
8. The SMS and the CAS has been integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems

a.

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:

_____ _____

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ANNEXURE M
EXECUTION REQUIREMENTS

1. If Affiliate is an individual or a sole proprietor:

(i) Photograph of the proprietor of the Applicant firm.
(ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
(iii) Self-attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
(iv) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

2. If Affiliate is a partnership firm:

(i) Certified true copy of the registered Partnership Deed.
(ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
(iii) Photograph of the signatory.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

3. If Affiliate is a company:

(i) The Certificate of Incorporation – certified by the Company Secretary /Director.
(ii) Memorandum and Articles of Association of the company.
(iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
(v) Photograph of the signatory.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

4. If Affiliate is a Hindu Undivided Family "HUF"

(i) The photograph of the Karta.
(ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
(iii) The names of all coparceners and his/her relationship with the Karta.
(iv) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
(v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

5. If Affiliate falls into the "Other" category

(i) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.
(ii) Such documents as may be required by Broadcaster.

_____ _____
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ANNEXURE N

Customer Information Update Form					
Customer name *(Legal Entity Name)*					
Constitution of Business					
PAN					
GST Registration Category					
In case it is not applicable or is exempted, the following information is required					
Contact Person					
Telephone Number					
Email ID					
In case single registration is obtained, the following information is required:					
Billing Address:					
City					
PIN code		State		State code	
GST registration status					
Registration migration status (GST)					
Date of registration		Provisional GSTIN/ UIN			
Service Category		Services Tariff Code (SAC)			
Existing tax registration number (please specify)					
Contact Person					
Telephone Number					
Email ID					
In case if registered in multiple states, provide the following information for all the registrations:					
Total no of GST Registrations (pan India)					
For each of the registrations, kindly provide the following information					
Billing Address:					
City					
PIN code		State		State code	
GST registration status					
Registration migration status (GST)					
Date of registration		Provisional GSTIN/ UIN			
Service Category		Services Tariff Code (SAC)			
Existing tax registration number (please specify)					
Contact Person					
Telephone Number					
Email ID					
Declaration by:	Name:				
	Designation:				
	Date:				

Note: Please provide a copy of document evidencing provisional GSTIN ID issued by GSTN

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ANNEXURE O

S. No.	Area	CAS, SMS, STB, Simulation & Compliance Tests to be performed during Audit
1	CAS and SMS	Current CAS has no history of hacking
2		SMS + CAS shall generate logs for 2 years
3		SMS and CAS data is un-editable
4		No direct CAS activations
5		Integration between SMS and CAS
6		CAS can upgrade STBs OTA
7		Fingerprinting should not get invalidated by use of any device or software
8		Activate or deactivate channels / STBs >= 10% of the sub base within 24 hours.
9		STB and VC paired in SMS
10		CAS + SMS - Addressability by channel and STB
11		Customer details in SMS to be maintained
12		SMS should generate historical activation and deactivation logs
13		10 standard SMS reports
14		Blacklisting functionality in CAS
15		CAS should generate historical activation and deactivation logs and pairing – depairing reports
16		Itemized bills from SMS
17		Maintain SMS and CAS systems 24X7X365
18		Declare details of CAS and SMS deployed
19		Deactivation of all packages on deactivation of subscribers
20		Preserve unedited SMS and CAS data for 2 years
21	Fingerprinting	Ability to run fingerprint
22		Visible + covert type of fingerprint
23		Fingerprint not removable by pressing key on remote
24		Fingerprint on top most layer of video
25		Fingerprint identifies unique VC or STB
26		Fingerprint on menu, EPG, blank screen, games, etc.
27		Location, font colour and background colour of fingerprint changeable from headend and random on TV
28		Fingerprint able to give the numbers of characters as to identify the unique STB / VC
29		Global as well as individual STB basis
30		Overt fingerprint displayed without any alteration to time, location, duration and frequency.
31		Scroll message should be available
32		Fingerprint should never be disabled
33		Network watermark should be at encoder level
34	STB	All STBs should have a CAS
35		STB should decrypt CAS message at head-end
36		STB should support both ECM and EMM fingerprint
37		STB should be individually addressable from the head-end
38		The STB should be able to receive messages from the head-end
39		Minimum 120 characters
40		Provision for global messaging, group messaging and individual STB messaging
41		Forced messaging capability including forced fingerprinting display
42		STB compliant with BIS
43		STB addressable over the air to facilitate OTA software upgrade
44		STB with facilities for recording shall have a copy protection system
45	QOS	Show genres as per regulatory/ contractual requirement
46		Provide channels on a-la-carte
47		Offer basic service tier package
48		MRP is shown on EPG
49		Verify the provisions regarding the subscription of channels and bouquets as per QoS Regulations

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ANNEXURE P

Initial Questionnaire on System review (before commencing the Audit)

Sl. No.	Area	Data requested	DPO Response
1.0	Head End Details	General Details	
1.1		Headend Location	
1.2		Date of establishment of the Headend	
1.3		Number of digital headend/sub Headends	
2.0		Hardware Details	
2.1		Details of IRD's with make & model number	
2.2		Details of Encoders with make & model number	
2.3		Details of switches with make & model number	
2.4		Quantity of multiplexers with make & model number	
2.5		Deatils of SI/PSI server with make & version	
2.6		Quantity of QAM/scrambler with make & model number	
2.7		Quantity of Transmitters with make & model number	
2.8		Quantity of EDFA with make & model number	
3.0		Others	
3.1		Electronic Programme Guide (EPG):	
3.2		Where is the EPG data procured from	
3.3		What is the duration of the EPG data	
3.4		Local Channel number (LCN):	
3.5		Is a unique LCN defined for each channel(Service ID)	
3.6		Encryption:	
3.7		Are the digital channels Encrypted	
3.8		Transport streams:	
3.9		Number of Transport Streams	
3.10		Number of channels per transport stream	
3.11		Watermarking:	
3.12		Is watermark inserted? If yes, from where?	
4.0	Subscriber Management System (SMS)	Features	
4.1		Make & version number	
4.2		Types of STB's used with make, model number & compatibilty with CAS	
4.3		STB-VC ID Pairing details if applicable	
4.4		Modules in SMS & the activities performed for each of the module	
4.5		Audit/trail/log of all changes for all changes made to the customer account & STB	
4.6		Region to Hub to LCO mapping	
4.7		Channels to package mapping	
4.8		Fingerprinting (Package wise, STB wise, Group/All)	
4.9		Messaging (Package wise, STB wise, Group/All)	
4.10		List of users configured on SMS along with the roles and responsibilities (access rights)	
5.0		Reporting	
5.1		Is reporting module configured to extract the following reports:	
5.2		As on historical date, count and details of STB status(active/deactive) as per the system	
5.3		Count and details of Activation/ deactivation of STBs for a defined period	
5.4		STB/Account wise Package modification report for a defined period	
5.5		LCO/mapping of each STB (DAS phase wise)	
5.6		Stock Report - month on month for boxes LCO wise	
6.0		Process Details	
6.1		Process for assignment of channels/ packages to STB/ VC Id	
6.2		Process for activating the STB/ VC Id	
6.3		Process for changing/ modifying channels/ packages to customers	
6.4		Process of deactivating channels/ packages to customers	
7.0	Conditional Access System (CAS)	Features	
7.1		Number of CA systems installed at the headend & the version of each	
7.2		Number of channels configured on each CAS	
7.3		Channel to package mapping	

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7.4		Fingerprinting (Package wise, STB wise, Group/All)	
7.5		Messaging (Package wise, STB wise, Group/All)	
7.6		Audit/trail/log of all changes for each CAS	
8.0		Reporting	
8.1		Is reporting module configured to extract the following reports:	
8.2		As on historical date, count and details of STB status(active/deactive) as per the system	
8.3		Activation and deactivation log for each STB/ VC Id	
8.4		Activation and deactivation log of channels and packages for each STB/ VC	
8.5		Logs for creation and modification to packages on CAS	

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