

**REFERENCE INTERCONNECT OFFER
[INTERNET PROTOCOL TELEVISION (IPTV)]**

FOR GREYCELLS18 MEDIA LIMITED, OFFICE USE ONLY

Agreement No: SA _____

SMS Reference No: _____

Customer Reference No: _____

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

Greycells18 Media Limited, a company incorporated under the Companies Act, 1956, having its registered office at First Floor, Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai-400013, Maharashtra (hereinafter referred to as "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns); and

Operator: _____

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

Registered Address: _____

Contact Person: _____ Tel. No.: _____ Fax No.: _____

Email id: _____

Correspondence Address: _____

Contact Person: _____ Tel. No.: _____ Fax No.: _____

Email id: _____

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

Status of Required Registrations / Licenses <i>(All Details Mandatorily Required to be Provided)</i>	Name of Registrant / License holder	License / Registration No.	Validity	
			From	To
IPTV License				
Any Other Applicable License (please specify in the space below OR write 'NA' for Not Applicable)				
•	•	•	•	•
•	•	•	•	•
•	•	•	•	•
•	•	•	•	•
Permanent Account Number (PAN)			NA	NA
T Account Number (TAN)				
Goods & Service Tax Registration				
Entertainment Tax Registration				

[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 the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("HUF").]

RECITAL:

- (A) Broadcaster is the owner/licensee of the Channel having the relevant up-linking and downlinking permission from the MIB and is authorized to retransmit signals of the Channel in India.
- (B) Broadcaster is having exclusive right to distribute the Channel, *inter alia*, to DPOs authorized to retransmit signals of satellite television channels through their respective Permitted Digital Distribution Platform.
- (C) Affiliate is a DPO authorized to retransmit signals of satellite television channels through its Permitted Digital Distribution Platform in the Authorized Area of Transmission.
- (D) Affiliate is desirous to subscribe and carry the Channel for further retransmission through its applicable Permitted Digital Distribution Platform in the Authorized Area of Transmission and in this regard has approached Broadcaster.

For Greycells18 Media Limited

For Affiliate

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 Annexes attached to this Agreement which shall have such respective meaning as have been assigned to them therein.
- (a) **“Applicable Laws”** means all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in the Territory including without limitation, any local and national laws, treaties, voluntary industry standards (if any) rules, directives, regulations, guidelines, and code of conduct of the MIB, TRAI, MCIT, DOT, 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, the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto and the United Kingdom’s Bribery Act 2010 and any amendments thereto (and any local or foreign equivalent). For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by Applicable Law, including, without limitation, the TRAI and the MIB.
 - (b) **“Agreement”** means this Reference Interconnect Offer [*Internet Protocol Television (IPTV)*], including the Schedules and the Annexures attached to this Agreement.
 - (c) **“Authorized Territory”** means the areas listed in **Annexure A** attached to this Agreement;
 - (d) **“Conditional Access System” or “CAS”** means conditional access system installed at the DPO’s head-end that enables subscribers of the DPO’s Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO’s Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels.
 - (e) **“Channels”** means and includes the satellite television channel(s) listed in **Annexure B** attached to this Agreement.
 - (f) **“Commercial Subscriber”** means a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum of money to be paid by such person.
 - (g) **“Confidential Information”** means any confidential information disclosed by Broadcaster to the Affiliate while the Affiliate is participating in the affairs/business of Broadcaster and any such other confidential and proprietary information, including the terms and conditions of this Agreement, disclosed by Broadcaster during the Term.
 - (h) **“DEITY”** means the Department of Electronics and Information Technology.
 - (i) **“DOT”** means the Department of Telecommunications under MCIT in India.
 - (j) **“DPO”** means any Cable Operator, HITS Operator, DTH Operator and/or IPTV Operator authorized to retransmit signals of satellite television channels through the applicable Permitted Digital Distribution Platform.
 - (k) **“Equipment”** means equipment comprising of digital satellite receivers together with associated viewing cards and remotes (where applicable) for each of the Channel, details of which are set forth in **Annexure D** attached to this Agreement, which enables the Affiliate decrypt the encrypted signals of the Channel.
 - (l) **“Intellectual Property”** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channel, or any mark of the right holders of any programming exhibited on the Channel.

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

- (m) **"IPTV Operator"** an operator licensed by the applicable authorities (MCIT/DOT/DEITY/TRAI/MIB) under Applicable Laws to provide IPTV Service in the Territory.
- (n) **"IPTV Service"** means delivery of multi-channel television programs in addressable mode by using closed access internet protocol over a closed network.
- (o) **"LCN"** shall have such meaning as is set forth in Clause 7(a) of this Agreement.
- (p) **"Marks"** shall mean all Intellectual Property owned or used by Broadcaster from time to time in connection with the Channel, including, without limitation, the trade names and trademarks specified by Broadcaster or otherwise notified in writing by Broadcaster from time to time.
- (q) **"MCIT"** means the Ministry of Communications and Information Technology in India.
- (r) **"Merged Entity"** shall have such meaning as is set forth in Clause 8(a) of this Agreement.
- (s) **"MIB"** means the Ministry of Information & Broadcasting in India.
- (t) **"Monthly Average Subscriber Level"** means the figure arrived at by summing up the number of Subscribers on the first day of the month in question and on the last day of the month in question and then divided such summed up number by 2 (two).
- (u) **"Monthly License Fee"** shall have such meaning as is set forth in Clause 4 of this Agreement.
- (v) **"New Permitted Digital Distribution Platform Service"** shall have such meaning as is set forth in Clause 8(c) of this Agreement.
- (w) **"Ordinary Subscriber"** means a subscriber who is not a Commercial Subscriber.
- (x) **"Packages"** means various packages/combination/assortment of channels (comprises of channels of various broadcasters) offered by Affiliate to subscribers of Affiliate's Permitted Digital Distribution Platform.
- (y) **"Party"** means, individually, the Broadcaster and the Affiliate.
- (z) **"Parties"** means, collectively, the Broadcaster and the Affiliate.
- (aa) **"Payment Due Date"** shall have such meaning as is set forth in Clause 5(c) of this Agreement.
- (bb) **"Permitted Digital Distribution Platform"** means IPTV Service.
- (cc) **"Piracy"** shall have such meaning as is set forth in Clause 13(a) of this Agreement.
- (dd) **"Security Systems"** shall have such meaning as is set forth in Clause 13(a) of this Agreement.
- (ee) **"STB"** means Affiliate provided and/or Affiliate authorized set top box (*embedded with Affiliate designated vendor designed CAS microchip*) installed in the premises of the Subscriber that allows such Subscriber to receive the Channel in an unencrypted and descrambled manner through the Affiliate's Permitted Digital Distribution Platform.
- (ff) **"Subscriber"** means, for each calendar month or part thereof, each STB with an Ordinary Subscriber in the Authorized Territory who receives the Channel from Affiliate's Permitted Digital Distribution Platform at a place indicated by such Ordinary Subscriber and uses the same for domestic purposes without further transmitting it to any other person, and specifically excludes Commercial Subscriber. For the sake of clarity, each STB in the private residential household(s) or private residential multi-dwelling unit(s) of an Ordinary Subscriber receiving the Channel from the Affiliate through Affiliate's Permitted Digital Distribution Platform, shall be treated as one Subscriber.
- (gg) **"SMS"** means a subscriber management system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a

subscriber's record, invoices raised on each subscriber and the amounts paid and discounts allowed to the subscriber for each billing period.

- (hh) "**Subscriber Reports**" means the monthly Subscriber reports to be provided by Affiliate to the Broadcaster in terms of Clause 9 of this Agreement.
- (ii) "**Subscriber Report Due Date**" shall have such meaning as is set forth in Clause 9(b) of this Agreement.
- (jj) "**Technical Audits**" shall have such meaning as is set forth in Clause 13(c) of this Agreement.
- (kk) "**Technical Auditor**" shall have such meaning as is set forth in Clause 13(c) of this Agreement.
- (ll) "**Technical Specifications**" means the technical specifications set forth in **Annexure C** to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (mm) "**Territory**" means the whole of India.
- (nn) "**Term**" means the period commencing from _____, 2017 and expiring on _____, 201____, unless terminated earlier in accordance terms of the other provisions of this Agreement.
- (oo) "**TDSAT**" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (pp) "**TPO**" shall have such meaning as is set forth in Clause 8(a) of this Agreement.
- (qq) "**TRAI**" means the Telecom Regulatory Authority of India.

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

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

3. NON-EXCLUSIVE RIGHTS:

- (a) On the basis of the representations, warranties and undertakings given by Affiliate, and subject to Affiliate complying with all the terms and conditions as set out in this Agreement (*including but not limited to the payment terms*), Broadcaster hereby grants non-exclusive right to Affiliate to receive the signals of Channel through the Equipment directly from designated satellites and retransmit the signals of Channel through Affiliate's Permitted Digital Distribution Platform to the subscribers of Affiliate's Permitted Digital Distribution Platform in the Authorized Territory in a securely encrypted manner during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement, and Affiliate hereby accepts such grant of rights and agrees and acknowledges to retransmit the signals of the Channel to the subscribers of Affiliate's Permitted Digital Distribution Platform in the Authorized Territory in a securely encrypted manner during the Term (both to be done at Affiliate sole cost and expense) in accordance with the terms and conditions as set out in this Agreement.
- (b) All rights not specifically and expressly granted to Affiliate under this Agreement are withheld and reserved by Broadcaster. Without prejudice to the generality of the foregoing, Parties agree that rights granted to Affiliate exclude any/all rights to retransmit the Channel (or part thereof) through DACS, DTH, HITS, internet, mobile, non-addressable cable platforms; and/or for any non-linear viewing (e.g., any form of VOD); and/or for reception on any device (such as, personal computers) other than television sets; and/or retransmission using any technology now available or which may become available in future. Affiliate understands and agrees that mere possession of the Equipment and/or access to the signals of the Channel does not entitle Affiliate to receive and/or retransmit signals of the Channel and/or use the Equipment in any other manner whatsoever, unless Affiliate is in full compliance of the other terms and conditions of this Agreement pertaining to Affiliate's receipt and retransmission of the Channel.
- (c) Affiliate hereby specifically understands and acknowledges that Affiliate shall not have the right to upgrade the standard definition feed of the Channel to high definition feed (*by using any technology now available or which may become available in future*) at the time of re-transmitting the standard definition Channel through its Permitted Digital Distribution Platform.

- (d) The grant of the aforementioned rights is subject to Affiliate submitting to the Broadcaster a certified copy of each of the required statutory registrations / licenses / permissions *[as is set forth above before the 'Recital' clause]* that may be required under the Applicable Laws, in connection with the ownership and operation by Affiliate of its Permitted Digital Distribution Platform.

4. **MONTHLY LICENSE FEES & CALCULATION THEREOF:**

For each month or part thereof, during the Term of the Agreement, the Affiliate shall pay the Broadcaster the monthly license fee as shall be computed for such month in the manner set forth below ("**Monthly License Fee**"):

- (i) If the Affiliate is providing the Channel on a-la-carte basis to subscribers of its Permitted Digital Distribution Platform, then the Monthly License Fee for the Channel shall be equal to the a-la-carte rate per Subscriber per month of the Channel *(as set out in Annexure B which is exclusive of all taxes, levies and cess)* multiplied by the Monthly Average Subscriber Level subscribing the Channel on a-la-carte basis.
- (ii) If the Affiliate does not offer the Channel as a-la-carte to subscribers of its Permitted Digital Distribution Platform but offers the Channel in Package(s), then the payment to the Broadcaster for the Channel shall be calculated on the basis of subscriber base of the Package(s) in which the has been placed.

5. **PAYMENT TERMS:**

- (a) The Affiliate shall provide to the Broadcaster the Subscriber Report for the applicable month, detailing therein the opening, closing and average number of Subscribers for that month, on or before the applicable Subscriber Report Due Date.
- (b) Broadcaster shall raise monthly invoices towards the applicable Monthly License Fee (together with applicable taxes, levies and cess) within 10 (ten) days of receipt of the Subscriber Report for such month from the Affiliate. In case the Affiliate fails to furnish the Subscriber Report for the applicable month within the applicable Subscriber Report Due Date, the Broadcaster shall have the right to raise a provisional invoice on the Affiliate. However, the provisional invoice shall be for an amount not more than the Monthly License Fee that was payable by the Affiliate for the immediate preceding month. On receipt of the Subscriber Report for such month from the Affiliate, the Parties would conduct reconciliation between the provisional invoice raised by the Broadcaster and the Subscriber Report for such month sent by the Affiliate.
- (c) Affiliate shall be required to make payment of the applicable Monthly License Fee invoice to the Broadcaster within fifteen (15) days of receipt of such invoice from the Broadcaster ("**Payment Due Date**"). Affiliate agrees that any/all payment(s) required to be made by Affiliate under this Agreement shall be made together with applicable taxes, levies and cess. At the time of making payment, Affiliate may specify the invoice number and invoice date against which such payment is being made by Affiliate, failing which Broadcaster shall allocate the payment received from Affiliate in such manner as Broadcaster may deem fit and Affiliate shall accept such allocation without any demur. Affiliate shall also inform Broadcaster the split of the Monthly License Fee between such installation addresses and such information shall be shared by Affiliate in such manner as shall be requested from time to time by Broadcaster.,
- (d) Any/all payments required to be made by Affiliate under this Agreement shall be paid by Affiliate to the Broadcaster in Indian Rupees by demand draft/pay order/cheque drawn in favour of "**GREYCELLS18 MEDIA LIMITED**", unless instructed otherwise in writing by the Broadcaster and such payment, subject to realization of funds, shall be valid discharge of Affiliate's payment liability towards the Broadcaster under this Agreement. No cash payments shall be made by Affiliate towards any payments/dues whatsoever.
- (e) Failure of the Affiliate to make payment of the applicable Monthly License Fee by the applicable Payment Due Date in terms of this Agreement shall constitute a material breach hereunder. Any payment(s) which remain unpaid beyond the applicable Payment Due Date shall attract interest at the rate of 18% per annum payable by Affiliate to the Broadcaster. The imposition and collection of interest on late payments does not constitute a waiver of Affiliate's obligation to make applicable payment(s) by the applicable Payment Due Date, and the Broadcaster shall retain all of its other rights and remedies under the Agreement and/or Applicable Laws.
- (f) For the sake of clarity, if under applicable Indian tax laws, any payments under this Agreement by the Affiliate to the Broadcaster, are subject to deduction of withholding taxes, then the Affiliate shall (i) deduct/withhold the applicable withholding tax amount in the name of Broadcaster whose PAN number is AADCR6280P, (ii) remit/deposit such deducted withholding tax amount to the applicable Indian tax authority in the name of the Broadcaster within the due dates

prescribed under the applicable Indian tax law, and (iii) within the applicable statutory period as per the applicable Indian tax law, deliver all documents to the Broadcaster evidencing such statutory deductions.

(g) Except as stated in Clause 5(f) of this Agreement, Affiliate shall have no right to withhold or claim adjustment/set off the Monthly License Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against the Broadcaster etc.).

(h) All payments collected by the Broadcaster from the Affiliate shall be on First In First Out (FIFO) basis.

6. PACKAGING & PRICING:

The Affiliate undertakes to the Broadcaster that the Channel shall not be disadvantaged and/or discriminated and/or adversely target and/or otherwise treated less favorably by the Affiliate with respect to comparable channel(s) of similar language and genre. Without prejudice to the generality of the foregoing, Affiliate further agrees and undertakes to the broadcaster that the Channel shall always be treated in fair, reasonable and non-discriminatory basis vis-à-vis comparable channel(s) of similar language and genre and that this obligations shall also apply in respect of pricing and inclusion of the Channel in any of its Packages.

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

(a) Affiliate undertakes to the Broadcaster that the Channel shall not be disadvantaged and/or discriminated and/or adversely target and/or otherwise treated less favorably by the Affiliate with respect to comparable channel(s) of similar language and genre while determining the relative position / Logical Channel Numbers ("**LCN**") of the Channel and its listing/displaying on the EPG of the Affiliate's Permitted Digital Distribution Platform Without prejudice to the generality of the foregoing, Affiliate further agrees and undertakes to the broadcaster that the Channel shall always be treated in fair, reasonable and non-discriminatory basis vis-à-vis comparable channel(s) of similar language and genre while determining LCN of the Channel on the Affiliate's Permitted Digital Distribution Platform.

(b) The Channel and its programming schedule shall be prominently featured in the order of their LCN on the EPG of the Affiliate's Permitted Digital Distribution Platform.

8. MERGER / ACQUISITION:

(a) If the Affiliate merges with, acquires, takes over a third party operator operating the same Permitted Digital Distribution Platform as the Affiliate in the Authorized Area(s) of Transmission ("**TPO**"), then the signals of the Channel shall not be retransmitted to the subscribers of such TPO, post such merger/acquisition. If following such merger/acquisition/take over, the Affiliate or the merged entity forming out of such merger/acquisition/take over ("**Merged Entity**") is desirous of retransmitting signals of the Channel to the acquired/merged subscribers of the TPO, then the Affiliate/Merged Entity and the Broadcaster, shall within 30 (thirty) days of a written intimation of such merger/acquisition/take over from the Affiliate/Merged Entity, mutually discuss and negotiate the commercial terms and conditions under which signals of the Channel can be retransmitted to the acquired/merged subscribers of the TPO.

(b) For the sake of clarity, the Affiliate shall continue to pay the applicable Monthly License Fee under this Agreement in the manner contemplated herein and the mutually negotiated license fee for acquired/merged subscribers of the TPO shall be over and above the License Fee obligation of the Affiliate under this Agreement.

(c) It is expressly agreed by the Affiliate that this Agreement does not cover retransmission of the Channel to any new Permitted Digital Distribution Platform, either independently by the Affiliate or in joint venture with any other entity ("**New Permitted Digital Distribution Platform Service**"). If the Affiliate is desirous of retransmission of signals of the Channel to such New Permitted Digital Distribution Platform Service, the Affiliate shall provide 60 (sixty) days' prior written notice to the Broadcaster, for discussion of commercial terms of such retransmission. It is specifically agreed that the commercial terms for retransmission to such New Permitted Digital Distribution Platform Service shall be in addition to the current Monthly License Fee payable by the Affiliate in terms of this Agreement.

(d) It is hereby clarified that, if applicable, in the event the Affiliate provides connectivity through its Permitted Digital Distribution Platform to any Cable Operator which was earlier taking signals from any other TPO in the Authorized Area(s) of Transmission, then the signals of the Channel shall not be retransmitted to Cable Operator. If the Affiliate is desirous of retransmitting signals of the Channel to the subscribers of such Cable Operator, then the Affiliate shall take prior written approval from the Broadcaster, for such retransmission. Affiliate further undertakes that effective from the date

connecting of any such Cable Operator it will furnish the subscriber reports for such additional areas and will be solely liable to pay the monthly license fee attributable for the connected Cable Operator.

9. REPORTS:

- (a) Affiliate shall maintain at its own expense a SMS which should be fully integrated with the CAS.
- (b) With respect to each month of the Term, or part thereof, the Affiliate shall mandatorily provide to the Broadcaster the duly complete and accurate Subscriber Report with respect to each head-end of the DPO's Permitted Digital Distribution Platform and each such Subscriber Report shall provide details that have been segregated Package wise, Channel wise, in such format as is set forth in **Annexure E** or in such format as may be provided by the Broadcaster from time to time, within seven (7) days of the immediate succeeding month ("**Subscriber Report Due Date**"). Affiliate acknowledges and agrees that the 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.
- (c) If any Subscriber has opted for more than one connection/STB from Affiliate, all such additional connections/STBs must feature in the Subscriber Report. Each such Subscriber Reports shall provide details that have been segregated Package wise, Channel wise, city/area wise and Affiliate's affiliated local cable operator wise and shall be signed and attested by an officer of Affiliate of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.
- (d) Within seven (7) days from the date of signing of the Agreement, Affiliate shall provide to the Broadcaster, the duly complete and accurate data pertaining to (i) monthly per subscriber a-la-carte rate (excluding taxes) of each of the Channel offered by Affiliate; and (ii) composition of each bouquet offered by the Affiliate which comprises of the Channel, along with the monthly per subscriber rate (excluding taxes) of such bouquets. In case the Affiliate intends to make any change in the information furnished by the Affiliate in term of this Clause, then any/all such change(s) shall be communicated by the Affiliate in writing to the Broadcaster at least three (3) days before the Affiliate implementing such change.
- (e) Affiliate shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable the Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports supplied by Affiliate pursuant to this Clause, and (ii) Affiliate's compliance with its anti-piracy obligations as set out in this Agreement.

10. AUDIT:

- (a) Broadcaster, shall have the right, two times during each 12 (twelve) months' period of the Term, to review and/or audit the SMS, CAS, other related systems and records of SMS of Affiliate relating to the Channel provided under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. The broad scope of such audits is set out in **Annexure F**.
- (b) Affiliate shall remain the sole owner and holder of all customer databases compiled by Affiliate under the Agreement.
- (c) Affiliate shall maintain at its own expense a SMS capable of, at a minimum, :
 - (i) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - (iv) administering payments of any commission fees from time to time payable to Affiliate's Authorized Representatives for the sale to Subscribers of programming packages;
 - (v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - (vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
- (d) The Affiliate shall provide full cooperation to the Broadcaster's auditors in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to the Affiliate's facilities and systems including but not limited to SMS, CAS, IT systems and providing documents as may be required by the auditors. The Affiliate shall have no objection to auditors carrying/using their own equipment's, systems including but not limited to laptop, software &

hardware for conducting such audit and shall be provided with free ingress and egress from the premises where in such audit is conducted.

- (e) In the event an audit in terms of Clause 10(a) of this Agreement reveals that there are discrepancies in the monthly Subscriber Report (required in terms of this Agreement) furnished by the Affiliate for the period of the audit and the actual number of Subscribers / LCN positioning / channel penetration for any such month of the period of the audit and/or such audit reveals that the Affiliate has falsely furnished any such detail which has a bearing on the computation of the Monthly License Fee payable by the Affiliate, then the Affiliate shall, on the demand of the Broadcaster, pay such amount of money to the Broadcaster, within 7 (seven) days' of demand from Broadcaster as shall be payable towards compensation of the shortfall amount, in terms of the outcome of the audit, along with interest computed at the rate of 18% per annum from the actual date of such unpaid amount becoming due and payable.

11. EQUIPMENT:

- (a) The Broadcaster shall at the request of the Affiliate supply or cause to be supplied the Equipment to the Affiliate or has already supplied such Equipment directly or through suppliers nominated by it. The Equipment shall at all times remain the sole and exclusive property of the Broadcaster.
- (b) In the event the Affiliate ceases to operate its Permitted Digital Distribution Platform, the Equipment supplied by the Broadcaster, to the Affiliate shall be returned forthwith to the Broadcaster. In case the Equipment are damaged due to negligence of the Affiliate, the Broadcaster, shall be authorized to recover the actual repair cost from the Affiliate and in the event the Equipment are beyond repair, the Affiliate shall be liable to pay to the Broadcaster the cost of such Equipment as on the date it was supplied to the Affiliate.
- (c) Affiliate undertakes that it shall install the Equipment at such installation address(es)/headend address(es) as is/are set forth in **Annexure L** attached to this Agreement. For the sake of clarity, the Affiliate agrees and understands that if the Affiliate has more than one installation address, then Affiliate shall clearly specify each such installation address in a separate annexure (*to be marked as Annexure L1, L2 and so on and so forth*) in such format as is set forth in **Annexure L** and also provide Equipment details for each such installation address in **Annexure D**.
- (d) In order to take back possession of the Equipment from Affiliate, Affiliate shall ensure that the personnel/ representative of the Broadcaster is allowed free and unobstructed access to the premises of Affiliate where the Equipment are installed, and Affiliate shall not interfere with such procedure.

12. OBLIGATIONS OF AFFILIATE:

- (a) Affiliate shall, at its own cost and expense, receive the Channel from designated satellites and retransmit the Channel to the Subscribers through its Permitted Digital Distribution Platform to the Subscribers in the Authorized Territory.
- (b) Affiliate shall raise monthly invoices on the Subscribers towards subscription of the Channel and Affiliate shall collect such invoiced monthly fees from the Subscribers. It is however clarified that irrespective of Affiliate's collection of the invoiced monthly amounts from the Subscribers Affiliate shall pay the Monthly License Fee to the Broadcaster in a timely manner.
- (c) Affiliate shall obtain from the Broadcaster and/or the appointed agencies (as informed by Broadcaster to Affiliate from time to time, the EPG/FPCs for the Channel and ensure that such EPG/FPCs are displayed on the EPG of Affiliate's Permitted Digital Distribution Platform.
- (d) Affiliate shall, in a non-discriminatory manner, ensure retransmission of such high quality encrypted signal of the Channel to the Subscribers as are equal to or better than other channels of the same genre on Affiliate's Permitted Digital Distribution Platform.
- (e) Affiliate shall take all necessary action to prevent unauthorized access of the Channel through its Permitted Digital Distribution Platform and shall regularly provide to the Broadcaster, with updated piracy reports.
- (f) Affiliate shall ensure that the Channel shall be disadvantaged or otherwise treated less favorably by Affiliate with respect to competing channels on a genre basis.
- (g) Affiliate agrees to provide to the Authorized all required details in terms of the Customer Information Update Form, as is set forth in **Annexure M** of this Agreement.
- (h) Affiliate agrees to abide by the applicable GST laws, rules and procedures and indemnifies the Broadcaster from any claims and/or liabilities that may arise on account of the Affiliate's violation of the applicable GST laws.

- (i) Affiliate shall be responsible to reverse input tax credit claimed/availed on such invoices for which a credit note is issued by the Broadcaster due to any change in the Monthly License Fee that is mutually agreed between the Parties.

13. ANTI-PIRACY:

- (a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of the Channel, in whole or in part ("**Piracy**"), the Affiliate shall, prior to the commencement of the Term of the Agreement and at all times during the Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") & security specifications as are set forth in **Annexure G** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by the Broadcaster. The Affiliate granting access to the Channel to its subscribers outside/beyond the Authorized Territory through the Affiliate's Permitted Digital Distribution Platform shall tantamount to the Affiliate allowing unauthorized access to the Channel. With an aim to ensure that the Channel are not distributed in an unauthorized manner, Affiliate shall ensure all LCN(s) are integrated with CAS and SMS and that no LCN(s) are kept free / left for any other use. Additionally, if it comes to the Broadcaster's knowledge that the Channel is being retransmitted through Affiliate's Permitted Digital Distribution Platform in the Authorized Territory on more than one (1) LCN, then the same shall be deemed to be a material breach of this Agreement and Piracy.
- (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) To ensure the Affiliate's ongoing compliance with the security requirements set out in the Agreement, the Broadcaster may require technical audits ("**Technical Audits**") conducted by an independent security technology auditor ("**Technical Auditor**"), approved by the Broadcaster, in writing no more than twice during each 12 (twelve) months' period of the Term, at the Broadcaster's cost and expense. If the results of any Technical Audits are not found to be satisfactory by either the Affiliate or the Broadcaster, then the Broadcaster, shall work with the Affiliate in resolving the issues in the next fourteen (14) business days. If a solution is not reached at by then, the Broadcaster, may, in its sole discretion, suspend the Affiliate's right to distribute the Channel or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to the satisfaction of the Broadcaster. The Affiliate shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Affiliate to the satisfaction of the Broadcaster.
- (d) Affiliate shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel distributed / transmitted through its Permitted Digital Distribution Platform at least every 10 minutes on 24 x 7 x 365(6) basis.
- (e) The Affiliate shall not authorize, cause or suffer any portion of the Channel to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Affiliate at the time the Channel are made available. If the Affiliate becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channel for any other purpose, the Affiliate shall within 10 minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channel for any other purpose, notify the Broadcaster, and the Affiliate shall also deactivate the concerned STB to prevent such unauthorized use. However, use of a STB with personal video recorder/digital video recorder facility which has been supplied by the Affiliate shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of this Agreement.
- (f) If so instructed by Information (as defined below) by the Broadcaster, the Affiliate shall deactivate or de-authorize the transmission to any unauthorized subscriber/subscriber indulging in piracy, within 10 minutes from the time it receives such Information instruction from the Broadcaster. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through e-mail and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by the Broadcaster other means of communications such as telephonic message, fax etc. and the said "Information" shall later be confirmed by the Broadcaster, through e-mail and the Affiliate shall be under obligation to act upon such information.
- (g) Broadcaster plans to actively combat piracy of the Channel in the Territory and the Affiliate undertakes to provide all such assistance to the Broadcaster, with respect to the Channel, as may be reasonably required by the Broadcaster in that regard. The Affiliate shall, at its own expense, take all necessary steps to comply with obligations set forth in **Annexure G**.

14. REPRESENTATION BY BOTH PARTIES:

- (a) The Broadcaster represents to the Affiliate that it has the requisite powers and authority to enter into the Agreement, and to fully perform its obligations hereunder. Similarly, the Affiliate represents to the Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) Either Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party.
- (c) Either Party shall comply with the Applicable Laws. Each Party shall, and shall cause its respective directors, officers, employees and agents to, engage only in legitimate business and ethical practices in commercial operations and in relation to governmental authorities. Neither Party shall, and shall ensure that its respective officers, directors, employees or agents shall not, offer, pay or promise, directly or indirectly, to any governmental official or political party or official thereof, or any candidate for political office, or any person or entity for the purpose of (i) influencing any act or decision of such person, entity or party to obtain or retain business or (ii) inducing such person, entity or party to influence any act or decision of any national, state or local government or instrumentality thereof. For the purpose of this Agreement, "governmental official" shall include any officer or employee of a government authority or any person acting in an official capacity for or on behalf of such government authority. Parties agree to instruct their directors, officers, employees and agents to participate in training to ensure adequate understanding of the Anti-Corruption Laws. This Clause shall survive expiry / prior termination of this Agreement.

15. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER:

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

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

- (a) The Affiliate shall provide the following at the time of Audit:-
 - CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure H**); and
 - SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure I**).
- (b) Affiliate has a valid and subsisting license from the applicable statutory authority which permits the Affiliate to operate its Permitted Digital Distribution Platform and Affiliate undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to the Broadcaster as and when called upon to do so by the Broadcaster.
- (c) The STBs, CAS and SMS shall comply with the Technical Specifications and Affiliate agrees that the STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs as set out in **Annexure C**.
- (d) Affiliate undertakes that it shall furnish the details of encryption system of the Affiliate's Permitted Digital Distribution Platform used for encrypting the signals of channels available on the Affiliate's Permitted Digital Distribution Platform and undertakes that the same encryption system shall be used for scrambling the signal of the Channel or their retransmission. Affiliate further undertakes that any material changes to Affiliate's Permitted Digital Distribution Platform security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term shall be done by Affiliate only after obtaining prior approval from Broadcaster.
- (e) The Affiliate shall not retransmit the Channel via any medium other than the Affiliate's Permitted Digital Distribution Platform identified by the Affiliate in this Agreement.
- (f) The Affiliate shall not offer the Channel as a free to air channel to the Subscriber.
- (g) Affiliate represents that as on the date of commencement of this Agreement, the number of Subscribers receiving signals of the Channel in the Authorized Territory through Affiliate's Permitted Digital Distribution Platform is as set forth in **Annexure K** attached to this Agreement.
- (h) The Affiliate shall provide the Subscriber Reports and pay Monthly License Fee, together with applicable taxes, in a timely manner.
- (i) Affiliate undertakes that the Channel shall not be disadvantaged or otherwise treated less favorably by Affiliate in the Package(s) offered on its Permitted Digital Distribution Platform.
- (j) The Affiliate shall make available to the Broadcaster, every month, logs containing channel wise history of all the activations and de-activations of all the STBs/viewing cards/smart cards for each month from the CAS and SMS

- logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the Affiliate's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.
- (k) The Affiliate shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.
 - (l) The Affiliate shall provide the Broadcaster, for anti-piracy monitoring of the Channel/Package distributed/retransmitted by the Affiliate's Permitted Digital Distribution Platform, 10 STBs for which the Broadcaster shall pay applicable charges.
 - (m) The Affiliate shall not distribute the Channel to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.
 - (n) All applicable Execution Requirements, as listed in **Annexure J** of this Agreement, provided by Affiliate to the Broadcaster are correct.
 - (o) The Affiliate shall maintain for the Channel first-class signal transmission quality in accordance with the highest industry standards in the Territory, subject to the signals of the Channel getting delivered to the Affiliate of a quality sufficient to permit the Affiliate to reasonably comply with such standards. Affiliate shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster, of any degradation to the Channel's signal.
 - (p) The Affiliate shall ensure that EPG functionality, user interface and on screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10 % of the television screen from bottom.
 - (q) The Affiliate shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Channel at the time of retransmission, except the Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more than 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.
 - (r) The Affiliate undertakes to retransmit the signals of the Channel in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Channel.
 - (s) The Affiliate undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channel. The Affiliate further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify the Broadcaster, of any unauthorized copying, taping or use of any part of the Channel and shall fully cooperate with all requests by the Broadcaster, to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to Subscribers using STBs with PVR/DVR facilities. However, cloud based PVR/DVR facilities is prohibited. Further, the Affiliate undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature and shall be encrypted & not play on any other device(s).
 - (t) The Affiliate shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Affiliate shall not create a virtual video-on-demand or other on demand service in respect of the Channel.
 - (u) The Affiliate undertakes not to place the Channel 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.
 - (v) The Affiliate shall always encourage the Subscribers/consumers to subscribe/avail and view all the Channel. Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Channel 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 Channel.
 - (w) The Affiliate hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Channel on the STBs of the Affiliate's Permitted Digital Distribution Platform in any manner.
 - (x) Affiliate undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of Broadcaster. Further, Affiliate undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address(es) detailed in **Annexure L** (or in *Annexure L1, Annexure L2, etc., as applicable*) of 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 the Equipment.
 - (y) Affiliate undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from.
 - (z) The Affiliate undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster, in the event of any mechanical/technical fault in the Equipment.
 - (aa) Upon expiry/termination of the Agreement, the Affiliate undertakes to return to Broadcaster the Equipment in good working condition and pay to Broadcaster all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.

- (bb) Upon change in the designated satellite of the Channel, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Channel at its own expense.
- (cc) The Affiliate undertakes to promptly intimate the Broadcaster, of any change in ownership or sale of the business/assets of the Affiliate.
- (dd) The Affiliate undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to the Broadcaster and/or its representatives for inspection/audit upon reasonable notice. The Affiliate undertakes to provide all assistance to Broadcaster for conducting survey to determine the actual subscriber base of the Affiliate. The Affiliate undertakes to furnish and submit to Broadcaster all information and/or documents as may be required by Broadcaster from the Affiliate from time to time.
- (ee) Affiliate authorizes and consents to the use of his/her personal or sensitive personal information, as provided by it in terms of this Agreement, by the Broadcaster including its affiliates, agents, representatives, advisors or subcontractors for such lawful purposes as may be necessary pursuant to this Agreement.
- (ff) Affiliate shall share details of the various installation addresses with Broadcaster to raise invoices with appropriate GST number(s).

17. TERMINATION:

- (i) Either Party shall have the right to terminate this Agreement by giving 21 (twenty one) days' written notice, as per Applicable Laws, to the other Party if such other Party is breach of any of the terms and conditions of this Agreement and such other Party fails to rectify such breach Party within the referred 21 (twenty one) days' notice period.
- (ii) Either Party has a right to terminate this Agreement by a written notice, subject to Applicable Law, to the other in the event of the bankruptcy, insolvency or appointment of receiver over the assets of the other Party.
- (iii) Broadcaster shall have the right to terminate this Agreement by a written notice to Affiliate if (a) the registrations / licenses / permissions necessary for Affiliate to operate its Permitted Digital Distribution Platform is/has being revoked; (b) Affiliate breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or (c) Broadcaster discontinues the Channel with respect to all distributors and provides Affiliate with a written notice as per Applicable Laws.
- (iv) Broadcaster shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Channel to Affiliate and/or take any other action as may be appropriate, upon occurrence of any of the following:
 - (a) in case of dissolution of the partnership/winding up proceedings initiated against Affiliate (as applicable);
 - (b) in the event of assignment of the Agreement by Affiliate without prior written approval of Broadcaster; if Affiliate voluntarily or by operation of law loses control of the means to distribute the Channel (including but not limited to entering into an agreement/arrangement with another Broadcaster for operational and/or administrative and/or funding purposes, etc.);
 - (c) in the event the Broadcaster is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster to provide the Channel or any part thereof to Affiliate or limit Affiliate's right or authorization to distribute/retransmit the Channel or in the event of any court order which prevents/restricts the Broadcasters to provide the Channel to Affiliate under the terms of this Agreement.
 - (d) If the Equipment are removed from the Installation Address(es) without prior written consent of Broadcaster or is being used or intended to be used, at a place other than the Installation Address(es);
 - (e) If Affiliate does not comply with any rules, regulations, orders of TRAI or any other government or statutory body/court or tribunal; and
 - (f) 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 in the Authorized Territory
- (v) Affiliate may terminate this Agreement on written notice to the Broadcaster if the Affiliate discontinues its Permitted Digital Distribution Platform and provides at least ninety days prior written notice.
- (vi) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

18. CONSEQUENCES OF EXPIRY/TERMINATION:

- (a) Upon expiry/termination of the Agreement:
 - (i) Broadcaster shall disconnect/deactivate signals of the Channel ,
 - (ii) The Affiliate shall immediately return the Equipment of the Channel to the Broadcaster in good working condition failing which the Affiliate shall be liable to compensation/damages, equivalent to the Monthly License Fee last paid by the Affiliate, for each month of delay, on a pro-rata basis,

- (b) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession,
- (c) The Affiliate shall within seven (7) days of the expiry/termination pay to the Broadcaster all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/ claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to the Broadcaster, under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 24% 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, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

19. INTELLECTUAL PROPERTY RIGHTS:

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

20. ADVERTISING AND PROMOTIONS:

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

21. MISCELLANEOUS:

- (a) **Confidentiality:** The Affiliate shall keep in strict confidence any Confidential Information received by it from Broadcaster and shall not disclose the same to any person, not being a party to this Agreement. The Affiliate shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the Affiliate to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of Broadcaster and the Affiliate shall not acquire any rights in the Confidential Information.
- (b) **Limitation Of Liability:**
- (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.
 - (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.
 - (iii) Without prejudice to the foregoing, the maximum aggregate liability of the Broadcaster for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Monthly License Fee actually paid by the Affiliate to the Broadcaster.
- (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 the Channel to the Affiliate/Subscribers. In the event of a suspension of any obligation under this Clause, which extends beyond a period of one (1) month, the Party not affected may, at its option, elect to cancel those aspects of this Agreement.
- (d) **No Agency:** Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of this Agreement or by Broadcaster's delivery of the Channel to the Affiliate. This Agreement between the Broadcaster, and the Affiliate is on principal to principal basis and is terminable in nature.
- (e) **No Waiver:** The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.
- (f) **Assignment:**
- (i) Notwithstanding anything contained in the Agreement or by operation of law or otherwise, the Affiliate shall not have the right, without the prior written consent of the Broadcaster, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party.
 - (ii) Broadcaster may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as the Broadcaster *vis a vis* the Affiliate.
- (g) **Indemnity and Third Party Claims:**
- (i) The Parties shall forever keep and hold the other Party and such Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any of the defaulting Party's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.
 - (ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Channel, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
 - (iii) The Broadcaster makes no representations or warranty as to whether or not the Channel or any of its content requires any governmental consent or approval for retransmission in the Authorized Territory through the Affiliate's Permitted Digital Distribution Platform. The Affiliate shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Channel by the Affiliate and maintaining those approvals, licenses and permissions throughout the Term.

- (iv) The Affiliate acknowledges, accepts and represents to the Broadcaster shall not be liable in any manner to the Affiliate or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable laws.
- (v) This Clause shall survive termination of the Agreement.
- (h) **Severability:** If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.
- (i) **Notices:** All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Affiliate and 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 Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D.
- (j) **Survival:** Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of the Affiliate, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.
- (k) **Governing Law, Jurisdiction and Dispute Resolution:** The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.
- (l) **Counterpart:** This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.
- (m) **Entire Understanding/Modifications:** This Agreement along with its Schedules and Annexes contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof including, but not limited to, any amendment to the erstwhile subscription agreement / interconnection agreement executed between the Parties for retransmission of the Channel on the DPO's Permitted Digital Distribution Platform in the Authorized Territory. Pursuant to execution of this Agreement, each Party releases the other from any/all claims and liabilities of every name and nature (other than those relating to payments / TDS certificate, as applicable) ("Claims") at law, in equity and under the erstwhile subscription agreement (if any), all of which shall be treated to have been amicably settled. 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. Each Party confirms to the other that it has checked all matters concerning such Party, and its ability to utilize this Agreement to achieve the goals set by such Party for its business, and that other Party is not responsible or liable to such Party for any failure of such Party to exploit this Subscription Agreement in accordance with such Party's own expectations. Any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

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

<p>For Greycells18 Media Limited,</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>	
For _____	[Name of the Affiliate]

Signature: _____

Name: _____

Title: _____

ANNEXURE A

AUTHORIZED TERRITORY

Sl. No.	Authorized Territory

ANNEXURE B

CHANNEL and A-LA-CARTE RATE

Channel Name	A-La-Carte Rate per Subscriber per month (in Rs.)*
Topper TV	60.00

*Note - A-La-Carte Rate of the channels is excluding applicable taxes, levies and cess.

ANNEXURE C

TECHNICAL SPECIFICATIONS

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

(A) STB Requirements:

1. All the STBs should have embedded Conditional Access (CA).
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be Bureau of Indian Standards (BIS) compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
12. The STB should be compatible with covert Finger Printing.
13. The STB should carry the Channel' Finger Printing without masking or tampering, with respect to time location, duration and frequency.

HD Set-Top-Box Requirements:

1. The HD Boxes shall be tamper resistant.
2. Security codes must be securely stored in the HD Box.
3. There should not be any testing points or interfaces in the HD Box provided to the Subscribers.
4. Security system in a HD Box or otherwise must have the capability to detect clone devices.
5. HD Box must enforce reasonable usage rules carried by the license.
6. The decryption and decoding processes must be integrated into a single process in the HD Box.
7. The video path from decryption to video outputs must be secured.
8. PVR content is protected. Any set top box or HD Box utilizing built-in PVRs shall employ an encryption system for the storage of material that binds the material to that particular set top box or HD Box.
9. HD Box shall have the ability to add finger printing in the video outputs (preferred to track clone/ compromised devices).
10. HD Boxes shall have:
 - (a) CGMS/A capability for analog outputs
 - (b) HDCP capability for HDMI outputs; and
 - (c) DTCP or equivalent capability for 1394, USB, Ethernet and/or other applicable outputs if provided.

(B) Fingerprinting Requirements:

1. The finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.
6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.
8. The Overt finger printing and On Screen Display (OSD) messages of the respective broadcasters should be displayed without any alteration with regard to the time, location, duration and frequency.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.

(C) CAS & SMS Requirements:

1. The current version of the Conditional Access System should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.

5. The CA provisioning company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - (a) Unique Customer Id
 - (b) Subscription Contract no
 - (c) Name of the subscriber
 - (d) Billing Address
 - (e) Installation Address
 - (f) Landline no
 - (g) Mobile No
 - (h) Email-id
 - (i) Service /Package subscribed to
 - (j) Unique STB No
 - (k) Unique VC No
8. The SMS should be able to undertake the:
 - (a) Viewing and printing historical data in terms of the activations, deactivations, etc.
 - (b) Location of each and every STB/VC unit
 - (c) The SMS should be capable of giving the reporting at any desired time about:
 - (i) The total no subscribers authorized
 - (ii) The total no of subscribers on the network
 - (iii) The total no of subscribers subscribing to a particular service at any particular date
 - (iv) The details of channels opted by subscriber on a-la carte and through various packages
 - (v) The package wise details of the channels in the package
 - (vi) The package wise subscriber numbers
 - (vii) The ageing of the subscriber on the particular channel or package
 - (viii) The history of all the above mentioned data for the period of the last 2 years
9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
11. The CAS system provider should be able to provide monthly log of the activations and deactivations on a particular channel or on the particular package.
12. The SMS should be able to generate subscriber wise itemized billing such as content cost, rental of the equipment, taxes etc.
13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.

ANNEXURE D

EQUIPMENT

Channels	Digital Satellite Receiver No.:	Viewing Card No.:
Topper TV		

ANNEXURE E

SUBSCRIBER REPORT FORMAT

CHANNEL OFFERED BY AFFILIATE ON A-LA-CARTE BASIS

Sl. No.	Channel Name		Opening Subscriber No.		Closing Subscriber No.		Average	
			As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

CHANNEL OFFERED BY AFFILIATE AS PART OF PACKAGE

Sl. No.	Package Name		Channel(s) contained therein		Opening Subscriber No.		Closing Subscriber No.		Average	
	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

TOTAL OFFERING BY AFFILIATE ON A-LA-CARTE / PACKAGE BASIS

Sl. No.	Channel Name		Opening Subscriber No.		Closing Subscriber No.		Average	
	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

DETAILS OF PACKAGES OFFERED BY AFFILIATE:

MONTH:

YEAR:

Sl. No.	Name of the Packages available on the 1 st day of the month				Name of the Packages discontinued during the month				Name of the Packages created during the month				Name of the Packages available on the last day of the month			
	As per CAS	Channel Name	As per SMS	Channel Name	As per CAS	Channel Name	As per SMS	Channel Name	As per CAS	Channel Name	As per SMS	Channel Name	As per CAS	Channel Name	As per SMS	Channel Name

CHANNEL-WISE DETAILS OF LCN:

MONTH:

YEAR:

Sl. No.	Name of the Channel	Relative LCN position in the respective/relevant genre	Mention the LCN number of the Channel on the Affiliate's Digital Addressable Systems

ANNEXURE F

SCOPE OF AUDIT

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

Head End Audit

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

CAS Audit

Affiliate to provide all below information correctly;

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

SMS Audit

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

- The history of all the above mentioned data for the period of the last 2 years
1. Following parameter should be validated during the audit:
 - (i) Review Complete Network Diagram
 - (ii) Undertaking from the Affiliate for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
 - (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking.
 - (iv) Check the number of MUXs installed with active TS outputs.
 - (v) Review whether Live diagram / fiber details of network are captured in SMS system
 - (vi) To check if Affiliate specific coding / ID is available for Finger Printing.
 - (vii) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
 - (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
 - (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
 - Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - Hardware details
 - (x) Review the subscribers activation/ de-activation history in the SMS system
 - (xi) Validate if the SMS is integrated with the Conditional Access (“CA”) system.
 - (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
 - (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
 - (xiv) Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
 - (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
 - (xvi) Validate if the LCO is attached to a Subscriber
 - (xvii) Review the Electronic Programming Guide to check LCN/CDN and genre of the Channel.
 - (xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Broadcaster.
 - (xix) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
 - (xx) Review of the following reports are supported by SMS & CA System:
 - a. Total no of Subscribers – active & de-active separately
 - b. De-active subscribers with ageing
 - c. Channel wise Subscribers – total
 - d. Channel wise Subscribers – split by package
 - e. Package / channel details
 - f. Subscriber/Revenue Reports by State/City
 - g. No of packages/services offered
 - h. List of channels
 - i. Channel along with Rate Card Options offered with details of active Subscribers
 - j. Historical data reports
 - k. Free / demo Subscribers details
 - l. Exception cases – active only in SMS or CA system

STB Audit

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

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

Distribution Network Audit

Affiliate should provide below information in detail;

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

Commercial Audit

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

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

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

ANNEXURE G

AFFILIATE'S ANTI-PIRACY OBLIGATIONS

1. General

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

2. STBs, VCs, Systems and Procedures

- 2.1 In order to ensure that each STB is capable of being used for Fingerprinting, Affiliate shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- 2.2 Affiliate represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by Affiliate or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, Affiliate:
- 2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
- 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
- 2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
- 2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
- 2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
- 2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
- 2.2.7 de-authorizing any STB or VC that is found outside the Authorized 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 Channel 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 Channel /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 Channel can be accessed from addresses which are:
- 2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or
- 2.5.2 outside the Authorized 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 bona fide Subscribers, Affiliate further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.
- 2.7 Affiliate represents warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

- 3.1 Affiliate shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by 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 check on piracy and misuse of the signals of the Channel:
 - 3.4.1 The Channel' 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 Channel, as per the scheme provided by the Broadcaster ; the Broadcaster shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

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

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
 - 5.1.1 Any VC or STB is being located, supplied or sold outside the Authorized Territory,
 - 5.1.2 Any of the Channel 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 Channel 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 the Channel (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 Channel 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 Channel via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Channel.

ANNEXURE H
[TO BE PROVIDED AT THE TIME OF AUDIT]
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 channel distribution platform.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____ NETWORK ID: _____

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

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

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

Thanking you,

For (CAS company name)

(Signature)

Name: _____

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

Company seal:

ANNEXURE I
[TO BE PROVIDED AT THE TIME OF AUDIT]
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 channel distribution platform.

Date of SMS Installation: _____

SMS Version: _____

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

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

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

Thanking you,

For (SMS company name)

(Signature)

Name: _____

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

Company seal:

ANNEXURE J

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 of IPTV License together with, GST Registration, TAN Number 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 IPTV License together with, GST Registration, TAN Number 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 of IPTV License together with, GST Registration, TAN Number 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 relation with the Karta.
- (iv) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
- (v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
- (vi) Copy each of IPTV License together with GST Registration, TAN and Entertainment Tax Registration Number.

5. If Affiliate falls into the "Other" category

- (i) Copy each of IPTV License together with, GST Registration, TAN Number and Entertainment Tax Registration Number.
- (ii) Such documents as may be required by Broadcaster.

ANNEXURE K

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

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

INSTALLATION ADDRESS(es):

(1) _____

City / Town: _____

District: _____

State: _____

PIN Code: _____

Note – For each additional headend/installation address or earth station (as the case may be) in each applicable State/Union Territory as per the Authorized Territory, Affiliate shall incorporate separate Annexure, i.e., Annexure L1, Annexure L2, and so on and so forth.

ANNEXURE M

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				
Incase 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