

REFERENCE INTERCONNECT OFFER OF GREYCELLS18 MEDIA LIMITED
Pursuant to Clause 7(1) of Chapter III of the Telecommunication (Broadcasting and Cable) Services Interconnection
(Addressable Systems) Regulations 2017, as amended

This Reference Interconnect Offer ("RIO") is being published by Greycells18 Media Limited ("Broadcaster") specifying the technical and commercial terms and conditions for retransmission of Broadcaster's Channel (*as defined in the Interconnection Agreement*) through digital addressable platforms, in compliance with the Interconnection Regulations (*as defined in the Interconnection Agreement*), The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, as amended (hereinafter collectively referred to as "TRAI Notifications"). Distribution platform operators ("DPOs") desirous of re-transmitting through their Digital Distribution Platform (*as defined in the Interconnection Agreement*) signals of Broadcaster's Channel may seek interconnection for the Channel on the basis of this RIO with effect from 1st June 2023.

Every DPO desirous of availing signals of Channel, for retransmitting the same through such DPO's Digital Distribution Platform, shall not be in default of payment to Broadcaster in terms of Clause 3(2) of the Interconnection Regulations and such DPO shall make a written request to the concerned person named below (or as may be designated by Broadcaster from time to time), by submitting the duly filled in application form which is available at <https://www.topperlearning.com/topper-tv>, provided however that such DPO is not in default of payment to Broadcaster, in terms of Clause 3(2) of the Interconnection Regulations and that such DPO is able to verifiably demonstrate, by submitting documentary evidence/technical compliance report, that its Digital Distribution Platform meets the requirements specified in the Schedule III of the Interconnection Regulations, Schedule IX of the Interconnection Regulations and Annexure E of the Interconnection Agreement which is attached herewith.

For Digital Addressable Cable Television Networks / DTH Service / HITS Service / IPTV Service:

Sr. No.	Designated Person	Contact Number	Email	Region
1	Khadija Munshi	8104911736	Khadija.Munshi@nw18.com	For any State(s) and/or Union Territory(ies) in India

Note: If a DPO is an MSO and/or a DTH Operator and/or an IPTV Operator and/or a HITS Operator, then it shall execute separate interconnection agreement for each type of its Digital Distribution Platform for availing signals of the Channels.

Upon receipt of the duly filled in application form from the DPO and/or before providing signals of Channel to the DPO, if Broadcaster is of the opinion that the Digital Distribution Platform of such DPO does not meet the requirements specified in Schedule III of the Interconnection Regulations, Schedule IX of the Interconnection Regulations and Annexure E of the Interconnection Agreement, then Broadcaster may cause an audit of the DPO's Digital Distribution Platform by M/s Broadcast Engineering Consultants India Limited ("BECIL") and/or by any of the auditors empaneled by TRAI (for conducting such audits) and provide a copy of the report prepared by BECIL / the applicable TRAI empaneled auditor to the DPO. Such audit of DPO's Digital Distribution Platform shall be commissioned by Broadcaster within such timeline as Broadcaster may decide in its sole discretion.

Pursuant to satisfactory completion of the aforementioned requirements, Broadcaster and the concerned DPO shall enter into the Interconnection Agreement annexed herewith to enable the DPO to avail and retransmit signals of Channel. The Interconnection Agreement attached herewith, once fully executed by and between the DPO and Broadcaster shall supersede any prior written understandings/arrangements/agreements between Broadcaster and the concerned DPO regarding retransmission of signals of Channel through the DPO's Permitted Digital Distribution Platform in the Territory (*as defined in the Interconnection Agreement*), provided however that such supersession of erstwhile written understandings/arrangements/agreements shall not absolve the DPO of its duties and obligations thereunder which are of such nature which are intended to survive expiry/termination of such written understandings/arrangements/agreements, e.g., confidentiality obligations, obligations to pay amounts due and payable, including late payment interests (if any), etc.

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

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

Notwithstanding anything to the contrary, this RIO / Interconnection Agreement is without prejudice to Broadcaster's rights and contentions, which are specifically reserved (including those in any past, present or future litigations). Such litigations may include: (a) SLP (C) No. 10801 of 2021 and SLP (C) No.010877/2021 titled Indian Broadcasting & Digital Foundation & Ors. vs Telecom

Regulatory Authority of India & Ors. and TV18 Broadcast Limited & Ors. vs Telecom Regulatory Authority of India respectively, and connected matters that were disposed of by the Hon'ble Supreme Court, (b) WP(C) Nos. 4091 of 2017, 4135 of 2017, 7017 of 2017, 6915 of 2017 ("Writ Petitions") pending before Hon'ble Delhi High Court, and (c) any other / further petitions, matters, challenges, writ petitions and appeals that may be initiated or may be pending before any Authority, Tribunal and Court in connection with any matter or aspect concerning RIO / Interconnection Agreement and/or its / their stipulations herein, and any other / further challenges arising from in such cases and matters; for ease of reference, all litigation, cases, matters are collectively referred to as "Matters"). The Broadcaster reserves the right to alter, modify and/or terminate the Interconnection Agreement including on account of outcome of the aforesaid Matter(s), and that the said right shall be in addition to and not in derogation of any other right that the Broadcaster may have. All provisions of earlier interconnection agreement (if any) that are explicitly, or by their nature, intended to survive expiry / termination of the said interconnection agreement (including Affiliate's obligations to make payments, provide monthly subscriber reports, provide audit reports, etc.) shall continue to survive. Further, the Interconnection Agreement and any action taken in furtherance hereto shall not be deemed to be any form of waiver of any rights / contentions of Broadcaster and also, should not be deemed as a confirmation of Affiliate's entitlement to receive signals of the Channel under the Interconnection Agreement. Broadcaster specifically reserves the rights to inter-alia disconnect signals of the Channel for reason of, including but not limited to, non-payment of dues, failure to ensure that Affiliate's Permitted Digital Distribution Platform is in continued compliance with stipulations of the Interconnection Agreement, and/or legal / regulatory framework. Further, the Interconnection Agreement is neither intended to supersede, nor does it supersede any earlier communication or notices already issued by Broadcaster.

INTERCONNECTION AGREEMENT

FOR BROADCASTER OFFICE USE ONLY

Agreement No: SA _____

Customer Reference No: _____

This Agreement is executed on this _____ day of _____, 202_, by and between:

Greycells18 Media Limited, a company incorporated under the Companies Act, 1956, having its registered office at 414, Empire Complex, 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 assigns*); and

DPO: _____

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

Registered Address: _____
District: _____; State: _____

Correspondence Address: _____
District: _____; State: _____

Contact Person: _____ Tel. No.: _____

Email id: _____

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

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

Table 1					
Status of Registrations / Licenses of the Permitted Digital Distribution Platform	Name of Registrant / License holder	License / Registration No.	Registered area of operation, as per Registration/License (if applicable)	Validity	
				From	To
DACS License (if applicable)					
DTH License (if applicable)					
HITS License (if applicable)					
Wireless Operational License (if applicable)					
IPTV License (if applicable)					
Any Other Applicable License (please specify in the space below)					
•					
Permanent Account Number (PAN)				NA	NA
Tax Deduction and Collection Account Number (TAN)					
Entertainment Tax Registration (if applicable)					
Goods and Service Tax No. (GST No.)					

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

RECITAL:

- (A) Broadcaster is the owner and is having relevant up-linking and/or downlinking permission from the MIB, to distribute signal of the Channel in India.

For Broadcaster

For Affiliate

- (B) Affiliate is a DPO authorized to retransmit signals of satellite television channels through its applicable Permitted Digital Distribution Platform in the Territory, for reception of such signals of satellite television channels on Subscribers' television sets connected to Affiliate's STBs.
- (C) Affiliate is desirous to subscribe the Channel for further retransmission through its applicable Permitted Digital Distribution Platform in the Territory and in this regard has approached Broadcaster.
- (D) Details of Broadcaster's reference interconnect offer based interconnection agreements, which are subsisting as on the date of execution of this Interconnection Agreement, if any, between Broadcaster and Affiliate for the Channel are provided in **Annexure A** attached to this Agreement.

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

1. **DEFINITIONS:** In this Agreement, unless the context requires otherwise, following defined terms shall have such respective meaning as have been assigned to them herein below. Additionally, there are other defined terms in the body of the Agreement and the Annexures attached to this Agreement which shall have such respective meaning as have been assigned to them therein.
 - (a) **"Active Subscriber"** shall mean a Subscriber who has been authorized to receive channels available on Affiliate's Permitted Digital Distribution Platform (*either directly or indirectly through Affiliate's affiliated LCO, as the case may be*), as per the SMS of Affiliate's Permitted Digital Distribution Platform and whose set top box has not been denied signals.
 - (b) **"Affiliate's Active Subscriber Base"** shall mean the total number of Active Subscribers.
 - (c) **"Affiliate's STB"** shall mean Affiliate provided and Affiliate authorized set top box (*embedded with CAS microchip*) which, when installed in the premises of an Active Subscriber, allows such Active Subscriber to receive channels on the television set connected to it in an unencrypted and descrambled manner through Affiliate's Permitted Digital Distribution Platform (*either directly or indirectly through Affiliate's affiliated LCO, as the case may be*).
 - (d) **"Applicable Laws"** shall mean all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any local and national laws, treaties, voluntary industry standards (if any) rules, directives, regulations, guidelines, and code of conduct of the MIB, TRAI, Ministry of Communications and Information Technology (MCIT), Department of Telecommunications under MCIT in India (DOT), Department of Electronics and Information Technology (DEITY) that have come into effect, those applicable to any tax, consumer and/or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment. For the purpose herein, 'Government Authority' means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any State / Union Territory and any authority exercising powers conferred by applicable laws, including, without limitation, the TRAI and the MIB.
 - (e) **"Agreement"** shall mean this Interconnection Agreement, including the Annexures attached to this Agreement.
 - (f) **"Average Active Subscriber Base of Package"**, with respect to each Package, shall mean the average number of Active Subscribers subscribing to such Package, as shall be ascertained by Subscriber Report submitted by Affiliate in the manner specified in **Annexure F** attached to this Agreement.
 - (g) **"Average Broadcaster's Subscriber Base"** shall mean the average number of Broadcaster's Subscribers arrived at by averaging Broadcaster's Subscriber count in Subscriber Report submitted by Affiliate in the manner specified in **Annexure F** attached to this Agreement.
 - (h) **"A-La-Carte RTA"**, shall mean the applicable a-la-carte rate to Affiliate for the Channel, as is mentioned in **Annexure C** attached to this Agreement, which has been arrived at after deducting distribution margin of twenty percent (20%) from the a-la-carte MRP of the Channel.
 - (i) **"Broadcasting Services"** shall mean dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly.

- (j) **“Broadcaster’s Subscriber”** shall mean each such Active Subscriber in the Territory, who receives or is entitled to receive signals of the Channel at a place indicated by such Active Subscriber. For clarity, each Affiliate’s STB receiving or entitled to receive signals of the Channel shall be treated as one Broadcaster’s Subscriber.
- (k) **“Broadcaster’s STB”** shall mean each set top unit provided by Broadcaster to Affiliate, together with associated viewing cards and remotes (where applicable) for the Channel, details of which are set forth in **Annexure D** attached to this Agreement, which enables Affiliate to decrypt the encrypted signals of the Channel.
- (l) **“Cable Service”** shall mean transmission of programs, including retransmission of signals of television channels, through cables.
- (m) **“Cable Television Network”** shall mean any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (n) **“CAS”** shall mean conditional access system installed at the DPO’s head-end/earth station (*which is fully integrated with SMS*) that enables Subscribers of the DPO’s Permitted Digital Distribution Platform to access and to view channels available on the DPO’s Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels.
- (o) **“Channel”** shall mean the satellite television channel named “Topper TV”.
- (p) **“Confidential Information”** shall mean any confidential information disclosed by Broadcaster to the Affiliate and any such other confidential and proprietary information, including the terms and conditions of this Agreement, disclosed by Broadcaster during the Term with respect to Affiliate retransmitting the Channel in the Territory through Affiliate’s Permitted Digital Distribution Platform.
- (q) **“Digital Addressable System”** shall mean an electronic device (*which includes hardware and its associated software*) or more than one electronic device put in an integrated system through which signals of Cable Television Network can be sent by a MSO to its Subscribers (*either directly or indirectly through Affiliate’s affiliated LCO, as the case may be*) in an encrypted form, which can be decoded by devices having an activated CAS at the premises of Subscribers within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscribers.
- (r) **“Digital Addressable Cable Television Network”** shall mean a Cable Television Network enabled with Digital Addressable System.
- (s) **“DTH Operator”** shall mean a company that has been granted license by the Central Government to provide DTH Service;
- (t) **“DTH Service”** shall mean distribution/re-transmission of signals of television channels in Ku-band (*or any other band as approved by the MIB*), through satellite system, directly to Subscriber’s premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH Operator, comprising of dish antenna connected with set top box for such digital addressable direct to home platform through which signals of channels are received in encrypted form and decoded by conventional STBs at the premises of Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;
- (u) **“DPO”** shall mean any MSO or HITS Operator or DTH Operator or IPTV Operator which has the relevant license from the appropriate statutory authority to operate its Digital Distribution Platform and is authorized to retransmit signals of satellite television channels through such Digital Distribution Platform.
- (v) **“Digital Distribution Platform”** shall mean, with respect to MSO, such MSO’s Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator’s HITS Service, with respect to DTH Operator, such DTH Operator’s DTH Service and with respect to IPTV Operator, such IPTV Operator’s IPTV Service, as the case may be.
- (w) **“EPG”** shall mean electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows Subscribers to navigate and select such available channels and programs.
- (x) **“HITS Operator”** shall mean any person permitted by the Central Government to provide HITS service.

- (y) **"HITS Service"** shall mean transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks through set top boxes of such HITS Service.
- (z) **"IPTV Operator"** shall mean a person permitted by the Central Government to provide IPTV service.
- (aa) **"IPTV Service"** shall mean delivery of multi-channel television programs to Subscriber's television set connected to set top boxes of such IPTV Service in addressable mode by using Internet Protocol over a closed network of one or more service providers.
- (bb) **"Intellectual Property"** shall mean all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Channels.
- (cc) **"Interconnection Regulations"** shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended.
- (dd) **"LCN"** shall have such meaning as is set forth in Clause 6 of this Agreement.
- (ee) **"LCO"** shall mean a person who has been granted registration under Rule 5 of the Cable Television Networks Rules, 1994;
- (ff) **"Marks"** shall mean all Intellectual Property owned or used by Broadcaster or the applicable channel provider of the Channel from time to time in connection with the Channel, including, without limitation, the trade names and trademarks therein.
- (gg) **"Merged Entity"** shall have such meaning as is set forth in Clause 7(a) of this Agreement.
- (hh) **"MIB"** shall mean Ministry of Information & Broadcasting in India.
- (ii) **"MRP"**, with respect the Channel shall mean the maximum retail price, excluding applicable taxes/cess, as is set forth in **Annexure C** attached to this Agreement.
- (jj) **"MSO"** means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators using set top boxes of such MSO's Digital Addressable Cable Television Network.
- (kk) **"New Digital Distribution Platform Service"** shall have such meaning as is set forth in Clause 7(c) of this Agreement.
- (ll) **"Packages"** shall mean various packages/combo/assortment of channels and/or bouquets of channels (*comprising of channels and/or bouquets of channels of one or more broadcaster(s)*) offered by Affiliate to Active Subscribers.
- (mm) **"Party"** shall mean, individually, the Broadcaster and the Affiliate.
- (nn) **"Parties"** shall mean, collectively, the Broadcaster and the Affiliate.
- (oo) **"Payment Due Date"** shall have such meaning as is set forth in Clause 5(c) of this Agreement.
- (pp) **"Permitted Digital Distribution Platform"**, with respect to this Agreement, shall mean the Digital Distribution Platform for which Affiliate has filled applicable details in Table 1 above and which has also been specifically identified by Affiliate herein below by assigning tick marks (✓) against the applicable Digital Distribution Platform of Affiliate:
- ☐ Digital Addressable Cable Television Network
- ☐ DTH Service
- ☐ IPTV Service
- ☐ HITS Service

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

- (qq) **"Piracy"** shall have such meaning as is set forth in Clause 12(a) of this Agreement.
- (rr) **"Security Systems"** shall have such meaning as is set forth in Clause 12(a) of this Agreement.
- (ss) **"Subscriber"**¹ shall mean a person who receives Broadcasting Services from a DPO at a place indicated by such person without further transmitting it to any other person and who does not cause signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting Services, shall constitute one Subscriber.
- (tt) **"SMS"** means a subscriber management system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.
- (uu) **"Subscriber Reports"** shall mean the monthly reports to be provided by Affiliate to Broadcaster in terms of Clause 8 of this Agreement.
- (vv) **"Subscriber Report Due Date"** shall have such meaning as is set forth in Clause 8(b) of this Agreement.
- (ww) **"Subscription Fee"**, with respect to the Channel, shall mean the fee payable by Affiliate to Broadcaster, for retransmission of signals of the Channel through Affiliate's Permitted Digital Distribution System, which shall be computed in the manner as is set forth in Clause 4 of this Agreement;
- (xx) **"Technical Specifications"** shall mean the technical specifications set forth in Schedule III of the Interconnection Regulations, in Annexure E to this Agreement and in Schedule IX of the Interconnection Regulations, as and when applicable, and to which Affiliate's STBs, CAS and SMS of Affiliate's Permitted Digital Distribution Platform must comply with.
- (yy) **"Territory"** shall mean such areas which are listed in Column B of Annexure B attached to this Agreement.
- (zz) **"Term"** shall mean the period specified in Clause 16(a) of this Agreement.
- (aaa) **"TDSAT"** shall mean Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (bbb) **"TPO"** shall have such meaning as is set forth in Clause 7(a) of this Agreement.
- (ccc) **"TRAI"** shall mean the Telecom Regulatory Authority of India.

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

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

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

3. NON-EXCLUSIVE RIGHTS AND EXCLUSIONS:

- (a) On the basis of the representations, warranties and undertakings given by Affiliate, and subject to Affiliate complying with all terms and conditions as set out in this Agreement, Broadcaster hereby grants non-exclusive, non-transferable, non-sublicensable right to Affiliate to receive signals of the Channel through Broadcaster's STB directly from designated satellites and retransmit signals of the Channel through Affiliate's Permitted Digital Distribution Platform to the Active Subscribers in the Territory (*either directly or indirectly through Affiliate's affiliated LCO, as the case may be*) in a secured and encrypted manner during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement. Affiliate hereby accepts such grant of right and agrees and acknowledges to retransmit signals of Channel to Active Subscribers through Affiliate's Permitted Digital Distribution Platform in the Territory (*either directly or indirectly through Affiliate's affiliated LCO, as the case may be*) in a secured and encrypted manner during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement.
- (b) All rights not specifically and expressly granted to Affiliate under this Agreement are withheld and reserved hereunder by the Broadcaster. Without prejudice to the generality of the foregoing, Parties agree that rights granted to Affiliate excludes any/all right to retransmit Channel through any Digital Distribution Platform (other than the Affiliate's Permitted Digital Distribution Platform through set top boxes of such Digital Distribution Platform), analogue/unencrypted retransmission, internet or OTT or mobile retransmission and/or for any non-linear retransmission (e.g., any offering of VOD, including but not limited to offering of catch-up, sideload, etc.), and/or time-shifting and/or casting / shuffle-casting and/or reception on any device other than television sets, and/or any form of retransmission / exhibition to persons/entities who are not Subscribers; and/or retransmission using any other technology now available or which may become available in future. For clarity, unless specifically agreed under this Interconnection Agreement in respect of IPTV, Affiliate shall not engage in transmission/retransmission of signals of the Channel, or programs therefrom, by using any such mode which would require Internet connectivity. Affiliate understands and agrees that mere possession of Broadcaster's STB and/or access to signals of the Channel does not entitle Affiliate to receive and/or retransmit signals of the Channel and/or use Broadcaster's STB in any other manner whatsoever, unless such usage is in accordance with the terms and conditions of this Agreement. Affiliate shall not record, duplicate, transmit by any means or otherwise use the Channel other than as specifically set out in this Agreement.
- (c) Grant of the aforementioned rights is subject to Affiliate submitting to Broadcaster, a certified copy of a valid certificate of registration applicable to Affiliate's Permitted Digital Distribution Platform as laid down under the Cable Television Network (Regulation) Act of 1995, read with the Cable Television Network Rules, 1994 and/or any other Applicable Law as amended from time to time; and a copy of other statutory licenses/permissions, that may be required under the Applicable Laws, in connection with the ownership and operation by Affiliate of the Digital Addressable System/Permitted Digital Distribution Platform.

4. SUBSCRIPTION FEE & CALCULATION THEREOF:

- (a) For each month of the Term, or part thereof, Affiliate shall pay Broadcaster such Subscription Fee as shall be computed basis the manner set forth below:
- (i) If the Channel is offered by Affiliate on a-la-carte basis only: If Affiliate offers the Channel on a-la-carte basis only to its Active Subscribers, then Subscription Fee for the Channel for a particular month shall be the amount computed in the following manner, plus applicable taxes, levies and cess:

$$\text{Subscription Fee} = \text{A-la-carte RTA of the Channel multiplied with the applicable Average Broadcaster's Subscriber Base who have subscribed to the Channel on a-la-carte basis.}$$

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

$$\text{Subscription Fee} = \text{A-la-carte RTA of the Channel multiplied with the applicable Average Active Subscriber Base of Package for the applicable Packages.}$$

- (b) Broadcaster reserves the right to offer promotional scheme in terms of Applicable Laws by issuing separate document pertaining to promotional scheme. During the promotional scheme period, calculation of Subscription Fee shall be basis the terms and conditions as may be specified in the promotion scheme document (*as applicable to the Channel*).

For Broadcaster

For Affiliate

5. PAYMENT TERMS:

- (a) Affiliate shall provide to Broadcaster Subscriber Report for the applicable month, or part thereof, in the manner set forth in Clause 8 of this Agreement on or before the applicable Subscriber Report Due Date.
- (b) Broadcaster shall raise monthly invoices towards Subscription Fee of a particular month, or part thereof (together with applicable taxes, levies and cess) post receipt of Subscriber Report for such month, or part thereof, from Affiliate. In case Affiliate fails to send Subscriber Report for the applicable month, or part thereof, within the applicable Subscriber Report Due Date, Broadcaster shall have the right to raise a provisional invoice on Affiliate for the month for which Subscriber Report has not been furnished by Affiliate. Affiliate understands, agrees and acknowledges that the provisional invoice towards Subscription Fee shall be of such amount as shall be increased by 10% of the amount mentioned in the invoice raised on Affiliate towards Subscription Fee for the immediately preceding month. On receipt of Subscriber Report for such month (*i.e., the month for which provisional invoice was raised*) from Affiliate, but no later than three (3) months from Subscriber Report Due Date for such month (*i.e., the month for which provisional invoice was raised*), Parties would conduct reconciliation between the provisional invoice raised by Broadcaster and Subscriber Report for such month furnished by Affiliate. Affiliate understands and agrees that if the Affiliate submits a Subscriber Report for any month post expiry of three (3) months' period from the end of the applicable month for which such Subscriber Report is being submitted, then Broadcaster shall be entitled not to consider such delayed submitted Subscriber Report and accordingly, the provisional invoice raised shall be deemed to be final. In event Affiliate fails to submit any Subscriber Report and/or clear any provisional invoices and/or complete such reconciliation as set out herein above, it shall be deemed as breach of this Agreement and Broadcaster shall have the liberty, to terminate this Agreement and/or disconnect/deactivate signals of the Channel in term of Clause 16 of the Agreement. This shall be without prejudice to any other rights and/or remedies which Broadcaster may have under the Applicable Laws (including for determination of dues and payment of costs and damages).
- (c) Affiliate shall be required to make payment of the applicable invoiced amount to Broadcaster towards Subscription Fee within fifteen (15) days of receipt of such invoice from Broadcaster ("**Payment Due Date**"). Any/all payments required to be made by Affiliate under this Agreement shall be paid by Affiliate to Broadcaster in Indian Rupees by demand draft/pay order/cheque drawn in favor of "**Greycells18 Media Limited**" and/or through wire transfer in the account as designated and communicated to Affiliate by Broadcaster for such payment, unless instructed otherwise in writing by Broadcaster. No cash payments shall be made by Affiliate towards any payments/dues whatsoever.
- (d) All applicable taxes/cess shall be in addition to the subscription fee and shall be borne by the Affiliate.
- (e) Affiliate shall promptly notify Broadcaster in case Affiliate does not receive the applicable invoice on or before fifteenth (15th) day of the applicable month. The invoice shall be deemed to be delivered to Affiliate if no such notification is received from Affiliate.
- (f) If any discrepancy(ies) is observed by Affiliate in the invoice, then the same shall be notified by Affiliate to Broadcaster, within seven (7) days from the date of receipt of such invoice. In the event Affiliate fails to notify any discrepancy(ies) in the invoice within the referred timeline, then such invoice shall be deemed to have been accepted by Affiliate and Affiliate shall be liable to make payment towards the invoiced amount on or before the Payment Due Date without any demur.
- (g) In the event Affiliate has raised any issue pertaining to calculation of Subscription Fee, commercial terms, etc. under this Agreement, Affiliate shall continue to make the payment of Subscription Fee in terms of invoice(s) raised by the Broadcaster, till such time the dispute is resolved. Applicable adjustment shall be made on final resolution of the issues raised by Affiliate.
- (h) Failure of Affiliate to make payment of Subscription Fee by the applicable Payment Due Date shall attract interest at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess. Imposition and collection of interest on late payments does not constitute a waiver by Broadcaster of Affiliate's obligation to make applicable payment(s) by the applicable Payment Due Date, and Broadcaster shall retain all other rights and remedies available to Broadcaster under the Agreement and/or Applicable Laws.
- (i) For the sake of clarity, if under applicable Indian tax laws, any payment under this Agreement by Affiliate to Broadcaster is subject to deduction of withholding taxes, then Affiliate shall (i) deduct/withhold the applicable withholding tax amount in the name of Broadcaster whose PAN number is AADCR6280P, (ii) remit/deposit such deducted withholding tax amount to the applicable Indian tax authority in the name of Broadcaster within the due dates prescribed under the applicable Indian tax laws and (iii) within the applicable statutory period, as per the applicable Indian tax laws, deliver all documents to the Broadcaster evidencing such statutory deductions and remittance of the deducted/withheld amount in the name of Broadcaster to the applicable Indian tax authority. Failure of Affiliate to provide the required documents evidencing

For Broadcaster

For Affiliate

remittance/deposit of deducted withholding tax to applicable tax authorities within the stipulated period prescribed by such authorities, shall be deemed as non-payment of Subscription Fee in terms of this Agreement.

- (j) Except for deducting applicable withholding tax in terms of Clause 5(i) of this Agreement, Affiliate shall have no right to withhold or claim adjustment/set off of any amount from applicable Subscription Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscriber, counterclaim against Broadcaster or otherwise, or claims under any other agreement, etc.).
- (k) At the time of making payment, Affiliate should specify the invoice number against which such payment is being made by Affiliate, failing which, Broadcaster shall be entitled to allocate the payment received from Affiliate on First-In-First-Out (FIFO) basis and Affiliate shall accept such allocation without any demur.
- (l) For all payments by Affiliate under this Agreement, Affiliate shall intimate its Goods & Services Tax-payer Identification Number (“GSTIN”) and details of invoices against which such payments is/are being made by Affiliate to Broadcaster.
- (m) Post allocation of payment by Broadcaster against the invoices and GSTIN on advice of Affiliate, no subsequent changes to the allocation against invoices and GSTIN shall be made, and even if made, shall not be entertained. If Affiliate fails to provide the GSTIN then Broadcaster shall be entitled to allocate such payment in full or in part to such GSTIN(s) of Affiliate as Broadcaster may deem fit. Parties agree that the GSTIN(s) allocated for the payment in accordance with this Clause shall be final and shall not be changed under any circumstances post allocation and/or raising of invoice.
- (n) Affiliate understands, agrees and acknowledges that Broadcaster shall not be liable for any allowance or disallowance of input tax credit by the applicable tax authorities to Affiliate basis the payment made under this Agreement, including reasons attributable to non-provision of the correct Goods and Service Tax (GST) details by Affiliate.
- (o) If any proceedings are initiated under GST laws, each Party agrees that it shall reasonably co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings.
- (p) Non-registration by Affiliate under GST laws or suspension or cancellation of such registration does not preclude Broadcaster from charging applicable GST under this Agreement and Affiliate shall be liable to pay such GST, regardless of its status of GST registration.

6. RELATIVE POSITIONING / LOGICAL CHANNEL NUMBERING (“LCN”) / ELECTRONIC PROGRAMMING GUIDE (“EPG”):

- (a) Affiliate agrees and undertakes to Broadcaster that while determining the relative positioning of the Channel and its LCN on EPG of Affiliate’s Permitted Digital Distribution Platform, the Channel shall not be disadvantaged or otherwise treated less favorably by Affiliate with respect to competing channels on a language as well as genre basis. Affiliate shall ensure that LCN positioning of all television channels of same language within the same genre shall appear together consecutively on EPG of Affiliate’s Permitted Digital Distribution Platform and each channel shall appear only on one LCN and at only one place on the EPG of Affiliate’s Permitted Digital Distribution Platform. Channels from one genre shall not be placed under / along with channels from another genre. For clarity, if a channel belongs to ‘Miscellaneous’ genre, then such channel shall not be placed by Affiliate along with channels of any other genre.
- (b) The name, MRP (prefixed with the Indian rupee sign ‘₹’) and programming schedule of the Channel shall be prominently visible on the applicable LCN for the Channel on the EPG of Affiliate’s Permitted Digital Distribution Platform during the entire Term. Such details pertaining to the Channel shall always be the same as has been provided by Broadcaster and displayed in a manner which has been approved by Broadcaster.
- (c) Affiliate hereby undertakes that LCN assigned to the Channel at the time of commencement of the Agreement shall not be changed by Affiliate during the Term of the Agreement, unless Broadcaster changes the genre or language of the Channel and Broadcaster informs Affiliate about such change in writing, in which case, the Channel shall then be immediately placed by Affiliate at such LCN which is as per the new genre and language of the Channel. While undertaking such rearrangement for the Channel, the Channel shall not be disadvantaged or otherwise treated less favorably by Affiliate with respect to competing channels on a language and genre basis.

7. MERGER/ACQUISITION:

- (a) If Affiliate merges with, acquires, takes over a third-party operator operating a Digital Addressable System in the Territory (“TPO”), then Affiliate shall take written approval from Broadcaster prior to Affiliate commencing retransmission of signals of the Channel on the Digital Addressable System of the TPO. Further, signals of the Channel shall be retransmitted to the Subscribers of such TPO’s Digital Addressable System upon Affiliate or the merged entity forming out of such

For Broadcaster

For Affiliate

merger/acquisition/take over ("**Merged Entity**") entering into an agreement with Broadcaster, for retransmission of signals of the Channel to such Subscribers. For the sake of clarity, Affiliate shall continue to pay the Subscription Fee under this Agreement in the manner contemplated herein.

- (b) Affiliate shall not, without prior written consent of Broadcaster, connect or make available signals of Channel through Affiliate's Permitted Digital Distribution Platform to any such other DPO(s) who is or was availing signal of the Channel and has outstanding dues payable to Broadcaster. If Affiliate fails to obtain such prior written consent from Broadcaster and connect or make available signals of the Channel through Affiliate's Permitted Digital Distribution Platform to such other DPO(s), then Affiliate shall become solely liable to clear all the outstanding dues (including interest) payable by such other DPO to Broadcaster.
- (c) It is expressly agreed by Affiliate that this Agreement does not cover retransmission of the Channel to any new digital distribution platform for which license for operation is obtained by Affiliate from the applicable statutory authority, either independently or jointly with any other entity ("**New Digital Distribution Platform Service**"). If Affiliate is desirous of retransmission of signals of the Channel to such New Digital Distribution Platform Service, Affiliate shall provide 60 (sixty) days' prior written notice to Broadcaster, and provision of signals of the Channel to the New Digital Distribution Platform Service by the Broadcaster shall be subject to Applicable Laws. It is specifically agreed that the commercial terms for retransmission to such New Digital Distribution Platform Service shall be in addition to Subscription Fee currently payable by Affiliate in terms of this Agreement.

8. SUBSCRIBER REPORTS:

- (a) Affiliate shall maintain at its own expense a SMS which should be fully integrated with the CAS.
- (b) For each month of the Term, or part thereof, Affiliate shall mandatorily provide to Broadcaster the duly complete and accurate Subscriber Report for each headend/installation address or earth station (as the case may be) and each State/Union Territory within the Territory, in such format as is set forth in **Annexure F** attached to this Agreement, within seven (7) days from the end of such month ("**Subscriber Report Due Date**"). The Subscriber Report for every month shall also be submitted by the Affiliate in the prescribed format (i.e., as per **Annexure F**) in Microsoft Excel format along with non-editable system generated PDF format via email to Khadija.Munshi@nw18.com on or before Subscriber Report Due Date. Affiliate understands, acknowledges and agrees that Broadcaster may seek such further / other information as may be reasonably required inter alia to monitor Affiliate's compliance with stipulations of this Agreement. Such information may relate to furnishing of additional city/area wise reports.
- (c) In the event the Affiliate fails to submit the Subscriber Report within the Subscriber Report Due Date, then without limiting any other remedy available under Applicable Laws or this Agreement, the Broadcaster shall have the right to disconnect signals of the Channel received by the Affiliate by giving three weeks' notice.
- (d) Each Subscriber Report shall be signed and attested by an officer of Affiliate of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.
- (e) Within seven (7) days from the date of signing of the Agreement, Affiliate shall provide to Broadcaster the duly complete and accurate data pertaining to (i) monthly per subscriber distributor retail price (DRP) (excluding taxes) of the Channel offered by Affiliate; and (ii) composition of each Package offered by Affiliate which comprises of the Channel, along with the monthly per subscriber DRP (excluding taxes) of such Package. In case Affiliate intends to make any change in the information furnished by Affiliate in term of this Clause, then any/all such change(s) shall be communicated by Affiliate in writing to the Broadcaster within seven (7) days of Affiliate implementing such change.
- (f) Affiliate shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable Broadcaster to verify and ascertain (i) the veracity of the Subscriber Reports supplied by Affiliate pursuant to this Clause and (ii) Affiliate's compliance with its anti-piracy obligations as set out in this Agreement.

9. AUDIT:

- (a) Affiliate agrees and undertakes to conduct audit of all its SMS, CAS and other related systems/digital equipment, deployed/installed by Affiliate at each head-end across various locations (*if applicable*), by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by M/s Broadcast Engineering Consultants India Limited ("**BECIL**"), once during each calendar year of the Term, to verify that the monthly Subscriber Reports provided by Affiliate to Broadcaster are complete, true and correct and issue an audit report to this effect to Broadcaster. Audits caused by Affiliate in terms of this Clause shall be scheduled in such a manner that there is a gap of at-least six (6) months between the audits of two (2) consecutive calendar years. Further, there should not be a gap of more than eighteen (18) months

For Broadcaster

For Affiliate

between audits of two (2) consecutive calendar years. Affiliate understands, agrees and acknowledges that in case it fails to cause audit as specified in this Clause, then Affiliate shall also be liable to pay financial disincentive as stipulated under the Interconnection Regulations. This shall be without prejudice to the other rights and remedies available to Broadcaster under the Agreement.

- (b) Affiliate understands, agrees and acknowledges that if audit reveals variation in the number of Broadcaster's Subscribers/Average Broadcaster's Subscriber Base reported by Affiliate to Broadcaster then in such an event, Affiliate agrees to pay to Broadcaster an amount equivalent to the short-payment made by Affiliate towards Subscription Fee. Affiliate shall pay such short-payment amount, along with interest computed at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess, within ten (10) days of receiving notice of shortfall and/or debit note from Broadcaster.
- (c) In the event Broadcaster is not satisfied with the audit report provided by Affiliate in terms of Clause 9(a) above or if in the opinion of Broadcaster the Permitted Digital Distribution Platform of Affiliate does not meet requirement(s) specified under Schedule III of the Interconnect Regulations, **Annexure E** of the Interconnection Agreement and Schedule IX of the Interconnect Regulations, as and when applicable, Broadcaster, after communicating the reasons in writing to the Affiliate, may conduct audit of the SMS, CAS and other related systems of Affiliate's Permitted Digital Distribution Platform by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by BECIL, accompanied by representatives of Broadcaster to verify the information contained in Subscriber Reports provided by Affiliate to Broadcaster in terms of this Agreement. The broad scope of such audit is set out in **Annexure G** and also those specified in Schedule III of the Interconnection Regulations and in The Telecommunication (Broadcasting and Cable) Services Digital Addressable System Audit Manual dated 8-November-2019 issued by TRAI.
- (d) Affiliate undertakes that it shall confirm audit commencement date within five (5) days of receipt of written communication pertaining to audit from Broadcaster, in such a manner that the audit exercise shall commence within fifteen (15) days from the date of such communication from Broadcaster to the Affiliate. Affiliate further undertakes that in the event Affiliate fails to facilitate conducting the audit exercise within the aforementioned timelines, then Broadcaster, without limiting any other remedy available under Applicable Laws, shall have the right to disconnect signals of the Channel received by Affiliate by giving three (3) weeks' notice.
- (e) Affiliate understands, agrees and acknowledges that if audit conducted in terms of Clause 9(c) of this Agreement reveals that any additional amount is payable to Broadcaster, Affiliate shall pay such additional amount, along with interest computed at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess, within ten (10) days of successful completion of audit. For the sake of clarity, if such amount (including the computed interest component) exceeds the amount computed basis Subscriber Report provided by Affiliate to Broadcaster by two percent (2%) or more, Affiliate shall additionally bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.
- (f) Affiliate understands, agrees and acknowledges that if such audit reveals that Affiliate's Permitted Digital Distribution Platform does not meet requirements specified under Schedule III of Interconnection Regulations, **Annexure E** of this Interconnection Agreement and Schedule IX of the Interconnect Regulations, as and when applicable, then Broadcaster may disconnect signals of the Channel to Affiliate after giving three (3) weeks' written notice to Affiliate.
- (g) Affiliate understands, agrees and acknowledges that if during the audit exercise it is revealed that Affiliate has not informed Broadcaster about any change/replacement of the existing SMS / CAS system of Affiliate or in case where Affiliate has deployed and is utilizing one or more SMS / CAS systems which were not disclosed by Affiliate to Broadcaster at the time of such additional SMS / CAS system(s) deployment or at the time of execution of the Agreement, as applicable, then Broadcaster shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Channel, and such right of Broadcaster shall be in addition to any other remedy available under Applicable Laws.
- (h) Affiliate agrees to maintain accurate, complete and up to date records pertaining to subscriber details, details of the location (city/State/Union Territory) of every Affiliate's STB, smart card, records and accounts of billings including historical billing data, type of Subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with Subscribers, application forms filed by Subscribers, receipt books regarding payments from Subscribers, books of accounts and records reflecting all transactions relating to retransmission of channels and authorizations of Affiliate's STB / CPE, in particular, the name, complete address, billing and payment details of all Subscribers ("**Subscriber Records**"). Affiliate further agrees to ensure that it's SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least two (2) consecutive preceding years at any point of time.
- (i) Affiliate shall remain the sole owner and holder of all Subscriber databases compiled by Affiliate under the Agreement.

- (j) Affiliate shall maintain at its own expense a SMS capable of, at a minimum:
 - (i) maintaining a computerized customer database capable of recording adequate details of each Active Subscriber, including name, address (with city and State), chosen method of payment and billing;
 - (ii) administering subscriptions of Active Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - (iii) handling all ongoing administrative functions in relation to Active Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - (iv) administering payments of any commission fees from time to time payable to Affiliate's authorized agents for the sale to Subscribers of programming packages;
 - (v) obtaining and distributing receivers and smartcards, if applicable, to Active Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - (vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Active Subscribers from time to time in its discretion.
- (k) Affiliate shall provide full cooperation to the auditors, including but not limited to granting necessary access required to Affiliate's facilities and systems including but not limited to headend, SMS, CAS, IT systems, and shall also provide documents as may be required by the auditors so as to enable auditors to carry out complete audit. Affiliate shall provide auditors with free ingress and egress from the premises where in such audit is conducted. Affiliate shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditors at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit.
- (l) Affiliate hereby specifically agrees and undertakes that, in the event a breach of this Agreement is observed/discovered during the audit exercise, then in addition to the provision of this Clause 9, the auditors shall also have the right to take printouts, photocopies and computer copies of Subscriber Records, or any portion thereof, as may be required to provide evidence of such breach/inconsistency, and to take such documents out of the premises of Affiliate without Affiliate raising any objections to auditor carrying such documents with the auditors.

10. **BROADCASTER'S STB:**

- (a) Broadcaster shall at the request of Affiliate supply or cause to be supplied Broadcaster's STBs to Affiliate or has already supplied such Broadcaster's STBs directly or through suppliers nominated by it. In case Affiliate does not receive Broadcaster's STBs for the Channel, then Affiliate shall intimate in writing (email permitted) about the same to Broadcaster. Upon receipt of such written intimation, Broadcaster shall verify the same and upon verification, cause the Broadcaster's STB to be sent to Affiliate's installation address(es)/headend address(es) as is/are set forth in **Annexure D** attached to this Agreement. For clarity, Affiliate agrees and undertakes to bear all expenses related to delivery of such Broadcaster's STB and Broadcaster's STBs shall, at all times, remain the sole and exclusive property of Broadcaster.
- (b) In the event Affiliate ceases to operate its Permitted Digital Distribution Platform, the Broadcaster's STBs shall be returned to Broadcaster by Affiliate within thirty (30) days. In case Broadcaster's STBs are damaged due to negligence of Affiliate, the Broadcaster, shall be authorized to recover the actual repair cost from Affiliate and in the event Broadcaster's STBs are beyond repair, Affiliate shall be liable to pay to the Broadcaster the cost of such Broadcaster's STBs as on the date it was supplied to Affiliate.
- (c) In the event Affiliate merges with, acquires, takes over a TPO and if subsequently signals of the Channel are being transmitted to such TPO/Merged Entity (*subject to the terms and conditions mentioned in Clause 7 of this Agreement*) from a common headend, then Affiliate shall ensure that it shall return any/all additional Broadcaster STBs (since a common headend is used) available with Affiliate to Broadcaster within thirty (30) days of commencement of signals of Channel to such TPO/Merged Entity. In case Affiliate fails to return the additional Broadcaster's STBs to Broadcaster post such thirty (30) days' period, then Broadcaster shall be entitled to issue invoices on Affiliate for such amounts as shall be computed by multiplying the number of additional Broadcaster's STBs with Rs.4,000/- (Rupees Four Thousand Only) or with the cost of such Broadcaster's STBs as on the date it was supplied to Affiliate, whichever is higher, towards cost of such additional Broadcaster's STBs.
- (d) Affiliate undertakes that it shall install the Broadcaster's STBs at such installation address(es)/headend address(es) as is/are set forth in **Annexure D** attached to this Agreement. The Affiliate agrees and understands that if the Affiliate has more than one installation address for its Permitted Digital Distribution Platform, then Affiliate shall clearly specify each such installation address in a separate annexure (*to be marked as Annexure D1, D2 and so on and so forth*) in such format as is set forth in **Annexure D** and also provide Broadcaster's STBs details for each such installation address.
- (e) In order to take back possession of the Broadcaster's STBs 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 Broadcaster's STBs are installed, and Affiliate shall not interfere with such procedure.

- (f) The Affiliate undertakes not to pledge, charge, encumber or in any way part with the possession of the Broadcaster's STBs without prior written permission of Broadcaster. Further, the Affiliate undertakes not to remove or shift or allow removing or shifting of the Broadcaster's STBs from the headend/installation address detailed in **Annexure D** and sub-Annexures thereto (*if applicable*) attached to this Agreement or allows anybody else to do the same, without prior written permission of the Broadcaster and shall indemnify Broadcaster against any damage, destruction, theft or loss of the Broadcaster's STBs.
- (g) Affiliate shall not, and ensure that any third party do not, under any circumstances, reverse engineer, tamper, decompile or disassemble Broadcaster's STBs or reproduce or allow the reproduction of any of the Broadcaster's STBs or the technology included in them. Affiliate shall ensure that it uses the Broadcaster's STBs only in accordance with the Agreement at the installation address provided and shall not sell, exchange, transfer or tamper them in any manner whatsoever. Affiliate shall not move Broadcaster's STBs to some other address without prior written permission of Broadcaster on a case to case basis.

11. **OBLIGATIONS OF AFFILIATE:**

- (a) Affiliate shall, at its own cost and expense, receive the Channel from designated satellites and retransmit the Channel through its Permitted Digital Distribution Platform (*either directly or indirectly through the Affiliate's affiliated LCO, as the case may be*) to the Broadcaster's Subscribers in the Territory.
- (b) Irrespective of Affiliate's collection of its invoiced monthly amounts from the Broadcaster's Subscribers in a timely manner, the Affiliate shall pay the Subscription Fee within the Payment Due Date prescribed in this Agreement.
- (c) Subject to technical and operational feasibility, Affiliate or its affiliated LCOs, as the case may be, shall provide the Channel, on non-discriminatory basis, to every Subscriber/Active Subscriber making a request for the Channel, within a period of seven (7) days from the date of receipt of such request by the Affiliate.
- (d) Affiliate shall, in a non-discriminatory manner, ensure retransmission of such high-quality encrypted signals of the Channel through Affiliate's Permitted Digital Distribution Platform to the Broadcaster's Subscribers as are equal to signal quality of other channels retransmitted through Affiliate's Permitted Digital Distribution Platform to all Active Subscribers. In any event, signal retransmission quality of the Affiliate's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.
- (e) Affiliate shall take all necessary action to prevent unauthorized access of the 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 channels of other broadcasters on a genre basis.
- (g) 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 the Affiliate shall ensure that such EPG/FPCs are displayed on the EPG of Affiliate's Permitted Digital Distribution Platform at all times during the Term.
- (h) Affiliate agrees to provide to Broadcaster all required details in terms of the Customer Information Update Form, as is set forth in **Annexure L** of this Agreement.
- (i) Affiliate agrees to abide by the applicable GST laws, rules and procedures and indemnifies Broadcaster from any claims and/or liabilities that may arise on account of Affiliate's violation of the applicable GST laws.
- (j) Affiliate shall be responsible to reverse input tax credit claimed/availed on such invoices for which a credit note is issued by Broadcaster due to any change in the Subscription Fee.
- (k) Prior to Affiliate discontinuing retransmission of the Channel because of the Channel's monthly subscription percentage in the target market on Affiliate's Permitted Digital Distribution Platform being less than the discontinuation threshold, calculated in terms of Schedule VIII of Interconnection Regulations, in each of the immediately preceding six consecutive months, Affiliate shall provide fifteen (15) days' prior intimation to Broadcaster along with all such supporting data which shows the calculation of discontinuation threshold and also evidences Affiliate's claim of the Channel's lower subscriber base.
- (l) Affiliate undertakes that it shall be solely responsible for dealings with Subscribers / Active Subscribers and shall be liable for any claims, actions, demands or proceedings by Subscribers / Active Subscribers arising out of the actions or omissions of Affiliate. Nothing in this Agreement or the contract(s) executed between Subscriber / Active Subscribers and Affiliate or Affiliate's LCOs (if applicable) shall entitle Subscribers / Active Subscribers to receive the Channel directly from Broadcaster or create any direct relationship between Subscribers / Active Subscribers and Broadcaster.
- (m) Affiliate undertakes that if Affiliate is desirous of extending its operation beyond the Territory ("**Additional Territory**"), Affiliate shall give at least thirty (30) days prior written notice to Broadcaster specifying the name of city and corresponding State/Union Territory of Additional Territory ("**Territory Extension Notice**") and such extension to the Additional Territory shall be subject to compliance of procedure set out under Applicable Laws and/or the terms of this Agreement. It is hereby clarified that if Broadcaster objects to Affiliate's operation in Additional Territory within thirty (30) days of receipt of the Territory Extension Notice, Affiliate shall not re-transmit signals of the Channel beyond the Territory. If Affiliate re-transmits signals of the Channel in the Additional Territory in contravention of this provision, then the same shall tantamount to Piracy of Channel of Broadcaster.

12. **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 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 H** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by the Broadcaster. Subject to the terms and conditions of the Interconnection Regulations, Affiliate granting access to the Channel to its Active Subscribers outside/beyond the 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 is not distributed in an unauthorized manner, Affiliate shall ensure all LCN(s) are integrated with CAS and SMS and that no frequency and/or LCN(s) of the Affiliate's Permitted Digital Distribution Platform are kept free/left for any other use (including use by LCOs). Additionally, if it comes to the Broadcaster's knowledge that the Channel is being retransmitted through Affiliate's Permitted Digital Distribution Platform (directly or through an affiliated LCO(s) of the Affiliate) in the Territory on more than one (1) LCN, then the same shall be deemed to be a breach of this Agreement.
- (b) Affiliate shall provide on a month-on-month basis comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report.
- (c) Affiliate shall deploy finger printing mechanisms (both overt and covert) to detect any Piracy, violation of copyright and unauthorized viewing of the Channel distributed / transmitted through its Permitted Digital Distribution Platform at least every 10 minutes on 24 x 7 x 365(6) basis.
- (d) 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 in the manner set forth in this Agreement at the time the Channel is 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 purpose, the Affiliate shall within ten (10) minutes of so becoming aware notify the Broadcaster and the Affiliate shall also forthwith deactivate the concerned Affiliate's STB to prevent such unauthorized use.
- (e) If so instructed by Information (as defined below) by the Broadcaster the Affiliate shall deactivate or de-authorize the transmission to any unauthorized Subscriber/Active Subscriber indulging in Piracy, within 10 minutes from the time it receives such Information from the Broadcaster. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through email and (ii) the information is sent by a person(s) who is designated to send such information. However, the Information may even be provided by the Broadcaster through other means of communications such as telephonic message, fax etc. and the said Information shall later be confirmed by the Broadcaster through email and the Affiliate shall be under obligation to act upon such information.
- (f) The Affiliate shall, at its own expense, take all necessary steps to comply with obligations set forth in **Annexure H**. Affiliate undertakes to provide all such assistance to Broadcaster, with respect to the Channel, as may be reasonably required by Broadcaster with respect to prevention of Piracy of the Channel in the Territory.

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

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

For Broadcaster

For Affiliate

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

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

- (a) Affiliate has a valid and subsisting license from the applicable statutory authority which permits the Affiliate to operate its Permitted Digital Distribution Platform and Affiliate undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to the Broadcaster as and when called upon to do so by Broadcaster.
- (b) As and when demanded by the Broadcaster the Affiliate shall provide the following:-
 - (i) CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure I**); and
 - (ii) Its own declaration, signed by an officer of the Affiliate not below the level of COO / CEO / CTO, to certify that all activation and deactivation of STBs can be done with the commands of the SMS.
- (c) As and when demanded by Broadcaster, Affiliate shall provide SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure J**).
- (d) Affiliate's STBs, CAS and SMS shall comply with Schedule III of the Interconnection Regulation, with **Annexure E** of the Interconnection Agreement and Schedule IX of the Interconnection Regulation, as and when applicable, and Affiliate agrees that Affiliate's STBs, and their installed CAS microchip, used by Subscribers shall prohibit use of digital outputs.
- (e) In event Affiliate intends to cause any type of change/alteration/modification to the configuration or the version of Affiliate's Permitted Digital Distribution Platform after issuance of the audit report by auditor, Affiliate shall provide an advance intimation of thirty (30) days to Broadcaster prior to effectuating any such change / alteration / modification in a format as may be prescribed by Broadcaster from time to time. Affiliate further undertakes that upon effectuating any aforementioned / alteration / modification to Affiliate's Permitted Digital Distribution Platform, Broadcaster shall be entitled to conduct an additional audit of the duly changed / altered / modified Affiliate's Permitted Digital Distribution Platform as per the provisions of Clause 9 of this Agreement.
- (f) Affiliate shall not retransmit the Channel nor shall it activate Affiliate's STB of any Active Subscriber without obtaining a duly filled in subscriber application form from such Active Subscriber as per the requirements prescribed under the applicable regulations/laws. Affiliate further represents that the details of Active Subscribers as per subscriber application form shall be promptly recorded in SMS of Affiliate.
- (g) Affiliate shall not retransmit the Channel and/or contents of Channel via any medium other than Affiliate's Permitted Digital Distribution Platform identified by Affiliate in this Agreement and shall also not cause to exhibit/retransmit any stills, extract or data from the Channel. Further, unless specifically agreed under this Interconnection Agreement, Affiliate shall not engage in transmission/retransmission of signals of Channel, or programs therefrom, by using any such mode which would require Internet connectivity.
- (h) Affiliate shall provide the Subscriber Reports and pay Subscription Fee, together with applicable taxes, within the specified timelines.
- (i) Affiliate shall make available to Broadcaster, every month, logs containing channel wise history of all the activations and de-activations of all the Affiliate's STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the Affiliate's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.
- (j) 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.
- (k) Affiliate shall provide the Broadcaster for anti-piracy monitoring of the Channel / Package comprising of the Channel distributed/retransmitted by the Affiliate's Permitted Digital Distribution Platform, ten (10) Affiliate's STBs for which Broadcaster shall pay applicable charges.
- (l) Affiliate shall provide all contributory language feeds of the Channel to Active Subscribers as and when such contributory language feed for the Channel is made available by Broadcaster.
- (m) Affiliate shall not distribute the Channel to any commercial subscribers.
- (n) All applicable Execution Requirements, as listed in **Annexure K** of this Agreement, provided by Affiliate to the Broadcaster are correct.
- (o) Affiliate shall maintain for the Channel first-class signal transmission quality in accordance with the highest industry standards in India, subject to 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 without any interruption or deviation from the daily transmission schedule and shall immediately notify Broadcaster of any degradation to the Channel's signals.
- (p) 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) 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 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; and (iii) reformatting the Channel so that it appears on less than the full screen of a television.
- (s) Affiliate shall not run, display, add, superimpose the notices of disconnection or discontinuation or non-availability of television channels, any multimedia graphics, on Affiliate's Permitted Digital Distribution Platform's EPG, in such a manner that will interfere/adversely affect the viewing experience of the viewers of such television channels.
- (t) Affiliate agrees that Broadcaster may re-name or re-brand the Channel, or amend the logo of the Channel, at any time and in any manner as Broadcaster deems necessary and such name / logo change of the Channel shall be used and reflected by Affiliate (including in all applicable communications to Subscribers such as, EPG and home channel of Affiliate's Permitted Digital Distribution Platform, website, wapsite, brochures, application forms, Apps and invoices) in terms of intimation issued by Broadcaster to Affiliate.
- (u) 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.
- (v) The Affiliate shall not push content onto the Affiliate's 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.
- (w) The Affiliate undertakes not to place the Channel next to any pornographic or gambling channel or included in any Package that contains any channel with pornographic content or any gambling service.
- (x) 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.
- (y) The Affiliate hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Channel on the Affiliate's STBs of the Affiliate's Permitted Digital Distribution Platform in any manner.
- (z) Affiliate shall not offer limited period exhibition of any the Channel to Subscribers/Active Subscribers.
- (aa) Affiliate undertakes not to modify, misuse or tamper with the Broadcaster's STBs including the seal (paper seal to prevent opening of the Broadcaster's STB) or any signals emanating there from, in a manner that prevents the identification of the Broadcaster's STB number or interferes with signals emanating there from.
- (bb) The Affiliate undertakes to keep the Broadcaster's STBs 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 Broadcaster's STB.
- (cc) Affiliate understands, agrees and acknowledges that Broadcaster shall have the right to run scroll(s) on the Channel to provide such information to Subscribers as may be required by Broadcaster from time to time.
- (dd) Affiliate understands, acknowledges and agrees that Broadcaster may, by way of scrolls and/or public notices, inform subscribers about proposed / impending disconnection of the Channel in order to *inter-alia* enable Active Subscribers to protect their interest.
- (ee) Affiliate understands, agrees and acknowledges that Broadcaster shall have right to run public awareness campaign regarding availability/non-availability of channels on Affiliate's Permitted Digital Distribution Platform. Affiliate specifically undertakes that Broadcaster shall be entitled to use the logo and / or marks of Affiliate during such campaign conducted in public interest.
- (ff) Upon expiry/termination of the Agreement, the Affiliate undertakes to return the Broadcaster's STBs in good working condition to Broadcaster and all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.
- (gg) Upon change in the designated satellite of the Channel, or any change(s) in encoding, compression or encryption of the Channel or any technical modification to the Channel, Affiliate undertakes to make all necessary arrangements to ensure continued access to the Channel at its own expense.
- (hh) By entering into this Agreement, the Affiliate is not in breach of any its contractual obligation with respect to other service providers with whom it has any existing agreement.
- (ii) Affiliate understands, agrees and acknowledges that the Channels are provided by Broadcaster, on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied.
- (jj) Affiliate acknowledges and undertakes that it has read, evaluated and has understood the entire content of this Agreement and all terms and conditions of this Agreement including Affiliate's obligations, representations, warranties and undertaking under this Agreement and Affiliate agrees that the same are reasonable and justified in light of the

transactions contemplated under this Agreement, and are nondiscriminatory, and are not greater than necessary for the legitimate preservation of the value of the Channel and the content of the Channel.

- (kk) Affiliate understands, agrees and undertakes to keep accurate and complete Subscriber Records and make such Subscriber Records available to the Broadcaster and/or its representatives for inspection upon reasonable notice.
- (ll) Affiliate acknowledges that the information and documents provided by Affiliate at the time of execution of this Agreement, including but not limited to address, contact details, etc., are correct as on the date of execution of this Agreement. Affiliate further undertakes that any change/update to such information shall be intimated by Affiliate to Broadcaster in writing (email permitted) as and when such changes happen. It is specifically agreed by Affiliate that in the event it fails to intimate about such changes to Broadcaster, then any communication/notice sent to Affiliate at the contact details mentioned in this Agreement shall be deemed to have been successfully served/delivered to Affiliate.
- (mm) Affiliate warrants and represents to Broadcaster that Affiliate has necessary consent, have provided any necessary notice and have complied with provisions/actionable required under applicable data protection laws to disclose personal data provided by Affiliate to Broadcaster pursuant to this Agreement. Broadcaster may share such personal data with its representatives where it is required in connection with the Agreement and/or for compliance with applicable data protection laws. Affiliate undertakes to indemnify Broadcaster and their directors, employees, representatives, against any claim/legal proceedings complaint or allegation relating to the processing of personal data.

16. TERM & TERMINATION:

- (a) This Agreement be valid for a period of twelve (12) months, i.e., commencing from _____ day of _____, 20__ and expiring on _____ day of _____, 20__ (both dates included), unless terminated earlier in accordance with terms of the other provisions of this Agreement ("**Term**").
- (b) The Parties understand and acknowledge that in case they fail to enter into new interconnection agreement before expiry of the Term, Broadcaster shall cease to provide signals of the Channel to Affiliate upon expiry of the Term.
- (c) In case Affiliate is not desirous of executing a new interconnection agreement upon expiry of the Term, Affiliate shall fifteen (15) days prior to the date of expiry of the Term, inform the Active Subscribers through scrolls on the Channel the date of expiry of the Agreement and the date of disconnection of signal of the Channel.
- (d) Each Party shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Channel by giving twenty-one (21) days' written notice, as per Applicable Laws, to the other Party if such other Party is in breach of any of the terms and conditions of this Agreement.
- (e) Either Party has the right at its discretion to terminate this Agreement and/or disconnect/deactivate signals of the Channel by a written notice to the other Party, subject to Applicable Laws, in the event of dissolution of the partnership (*if applicable*), initiation of winding up/bankruptcy/insolvency proceedings against the other Party or appointment of receiver over the assets of the other Party.
- (f) Broadcaster shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Channel by a written notice to Affiliate if Broadcaster discontinues the Channel with respect to all DPOs and provides Affiliate with a written notice as per Applicable Laws.
- (g) Broadcaster shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Channel to Affiliate and/or take any other action as may be appropriate, upon occurrence of any of the following:
 - (i) if the registrations/licenses/permissions necessary for Affiliate to operate its Permitted Digital Distribution Platform is revoked;
 - (ii) in the event of assignment of the Agreement by Affiliate without prior written approval of Broadcaster;
 - (iii) if Affiliate voluntarily or by operation of law loses control of its Permitted Digital Distribution Platform (including but not limited to by entering into an agreement/arrangement with any third party for operational and/or administrative and/or funding purposes, etc.);
 - (iv) if Affiliate is blacklisted in the GST portal and/or if the rating of Affiliate on the GST portal goes down below the generally acceptable GST rating;
 - (v) in the event 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 to Affiliate or limits Affiliate's right or authorization to distribute/retransmit the Channel or in the event of any court order which prevents/restricts the Broadcaster to provide the Channel to Affiliate under this Agreement.
- (h) Affiliate may terminate this Agreement after giving ninety (90) days' prior written notice to Broadcaster if Affiliate discontinues its Permitted Digital Distribution Platform.

For Broadcaster

For Affiliate

- (i) Parties agree that if Broadcaster's right to distribute any channel from amongst the Channels in India is revoked due to expiry/termination of agreement/arrangement between Broadcaster and the owner of such channel, then this Agreement with respect to such channel shall be deemed to have been terminated.
- (j) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

17. CONSEQUENCES OF EXPIRY/TERMINATION:

- (a) Upon expiry/termination of the Agreement:
 - (i) Broadcaster shall disconnect/deactivate signals of the Channel; and
 - (ii) The Affiliate shall return the Broadcaster's STBs in good working condition (*normal wear and tear accepted*). In case the Broadcaster's STBs are damaged due to negligence of Affiliate, Broadcaster shall recover the actual repair cost from Affiliate and in the event the Broadcaster's STBs are beyond repair, Affiliate shall be liable to pay the cost of such Broadcaster's STBs as on the date it was supplied to the Affiliate.
- (b) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession.
- (c) Affiliate shall, within seven (7) days of the expiry/termination of the Agreement, pay to the Broadcaster all outstanding payments and/or other sums (including but not limited to cost/ charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to the Broadcaster under the Agreement as on the date of expiry/termination, failing which, such outstanding amounts shall be payable together with interest at the rate of eighteen percent (18%) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstanding, along with applicable interest, in full.
- (d) Those provisions of this Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

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

For Broadcaster

For Affiliate

registration or application for registration obtained or made by the Affiliate for the Intellectual Property pertaining to Broadcaster/channel owner and the Channel as mentioned herein or to cause all of the Affiliate's interest in such registrations or application to be transferred to Broadcaster (or its designee), it being acknowledged that such power is a power coupled with an interest.

19. 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 equal amount of marketing support for the Channel as it provides to other channel(s) 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) opportunity to the Channel to participate in events and promotions that Affiliate undertakes.

20. OTHER IMPORTANT STIPULATIONS / TERMS AND CONDITIONS:

- (a) Confidentiality: The Affiliate shall keep in strict confidence any Confidential Information received by it from Broadcaster and shall not disclose the same to any person, not being a party to this Agreement. The Affiliate shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the Affiliate to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of Broadcaster and the Affiliate shall not acquire any rights in the Confidential Information.
- (b) Limitation of Liability:
 - (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever. However, the limitation of liability shall not apply in case a Party infringes any intellectual property right(s) of the other Party and/or such Party is guilty of fraud and/or willful misconduct and/or gross negligence.
 - (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.
 - (iii) Broadcaster shall not be liable to the Affiliate, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any direct and/or indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement.
 - (iv) Without prejudice to the foregoing, the maximum aggregate liability of 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 Subscription Fee that has actually been paid by the Affiliate to the Broadcaster, for the immediately preceding three (3) months from the date of claim.
 - (v) In the event retransmission of the Channel or any of its content in the Territory through Affiliate's Permitted Digital Distribution Platform requires any consent, permissions, approvals or licenses from any governmental or statutory authority, the Broadcaster shall not be liable for the same and the Affiliate shall at its sole cost and expense shall be responsible for obtaining all such necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities and maintaining the same throughout the Term.
- (c) Force Majeure: Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of the Channel to the Affiliate/Broadcaster's Subscribers. In the event of a suspension of any obligation under this Clause, which extends beyond a period of one (1) month, the Party not affected may, at its option, elect to cancel those aspects of this Agreement.
- (d) No Agency: Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with 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-à-vis* the Affiliate.
- (g) Indemnity and Third-Party Claims:
- (i) Each Party shall keep and hold the other Party and such other Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any acts, omissions, misstatements or breach of any representations, warranties, undertakings of the defaulting Party.
 - (ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Channel, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
 - (iii) This Clause shall survive termination of the Agreement.
- (h) Notices: All notices given hereunder shall be given in writing, by personal delivery, e-mail, courier, Speed Post or Registered Post A.D., at the correspondence address of the Affiliate and the Broadcaster set forth in the Agreement, unless either party, at any time or times, designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by (i) personal delivery shall be deemed to have been delivered on the same day on which the personal delivery takes place, (ii) e-mail shall be deemed to have been delivered on the same day on which the e-mail is sent, unless a delivery-failure notification is received by the sender and (iii) courier or Speed Post or Registered Post A.D. shall be deemed to have been delivered on the third (3rd) day from the date of dispatch of such courier or Speed Post or Registered Post, as applicable.
- (i) Severability: If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.
- (j) Survival: Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of the Affiliate, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.
- (k) Regulatory Intervention: In the event of any change in Applicable Laws or any final un-appealable order of any competent court or tribunal ("**Regulatory Intervention**") which would have a material adverse effect on either Party, then Parties shall amend this Agreement in writing or execute fresh agreement to comply with such change. Parties agree that such amendment/fresh agreement shall be effective from the date of implementation of any such Regulatory Intervention.
- (l) Governing Law and Jurisdiction: The rights and obligations of Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.
- (m) Counterpart: This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.
- (n) Stamp Duty: The applicable stamp duty payable on this Agreement shall be borne by Affiliate. In the event such stamp duty is paid by Broadcaster, then Affiliate shall reimburse the same to Broadcaster within fifteen (15) days of Broadcaster informing Affiliate of the same.

- (o) Special Overriding Conditions: Notwithstanding anything to the contrary, this RIO / Interconnection Agreement is without prejudice to Broadcaster's rights and contentions, which are specifically reserved (including those in any past, present or future litigations). Such litigations may include: (a) SLP (C) No. 10801 of 2021 and SLP (C) No.010877/2021 titled Indian Broadcasting & Digital Foundation & Ors. vs Telecom Regulatory Authority of India & Ors. and TV18 Broadcast Limited & Ors. vs Telecom Regulatory Authority of India respectively, and connected matters that were disposed of by the Hon'ble Supreme Court, (b) WP(C) Nos. 4091 of 2017, 4135 of 2017, 7017 of 2017, 6915 of 2017 ("Writ Petitions") pending before Hon'ble Delhi High Court, and (c) any other / further petitions, matters, challenges, writ petitions and appeals that may be initiated or may be pending before any Authority, Tribunal and Court in connection with any matter or aspect concerning RIO / Interconnection Agreement and/or its / their stipulations herein, and any other / further challenges arising from in such cases and matters; for ease of reference, all litigation, cases, matters are collectively referred to as "Matters"). The Broadcaster reserves the right to alter, modify and/or terminate the Interconnection Agreement including on account of outcome of the aforesaid Matter(s), and that the said right shall be in addition to and not in derogation of any other right that the Broadcaster may have. All provisions of earlier interconnection agreement (if any) that are explicitly, or by their nature, intended to survive expiry / termination of the said interconnection agreement (including Affiliate's obligations to make payments, provide monthly subscriber reports, provide audit reports, etc.) shall continue to survive. Further, the Interconnection Agreement and any action taken in furtherance hereto shall not be deemed to be any form of waiver of any rights / contentions of Broadcaster and also, should not be deemed as a confirmation of Affiliate's entitlement to receive signals of the Channel under the Interconnection Agreement. Broadcaster specifically reserves the rights to inter-alia disconnect signals of the Channel for reason of, including but not limited to, non-payment of dues, failure to ensure that Affiliate's Permitted Digital Distribution Platform is in continued compliance with stipulations of the Interconnection Agreement, and/or legal / regulatory framework. Further, the Interconnection Agreement is neither intended to supersede, nor does it supersede any earlier communication or notices already issued by Broadcaster.
- (p) Entire Understanding/Modifications: This Agreement along with its Annexures contains the entire understanding between the Parties with respect to the Channel herein. The Parties are executing this Agreement in acceptance of the mutually agreed contents of this Agreement, out of their own free will, consent and volition and without any sort of force, coercion or any undue influence. This Agreement shall become binding on the Parties and enforceable at law only after counter signature by Broadcaster. Upon execution, this Agreement shall supersede all prior understandings between the Parties with respect to retransmission of the Channel on Affiliate's Permitted Digital Distribution Platform in the Territory. Any modification, variation, alteration and amendment of the provisions of this Agreement shall become effective only once the same has been captured in writing and executed by and both Parties.

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

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

For Broadcaster

For Affiliate

ANNEXURE A

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

For Broadcaster

For Affiliate

ANNEXURE B

TERRITORY

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

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

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

For Broadcaster

For Affiliate

ANNEXURE C
A-LA-CARTE MRP OF THE CHANNEL

Channel Name	Genre	Language*	MRP per subscriber per month (in Rs.)	A-la-Carte RTA per subscriber per month (Rs.)	Nature of Channel
Topper TV	Miscellaneous	English	61.02	48.81	Pay

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

For Broadcaster

For Affiliate

ANNEXURE D

[N [Note: Please incorporate similar Annexures and mark them as Annexure D1, Annexure D2 and so on and so forth (as applicable) for each headend of the Affiliate's Permitted Digital Distribution Platform]

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

City / Town: _____

District: _____

State / Union Territory: _____

PIN Code: _____

- (II) **Details of Broadcaster's STB installed at the headend/installation address (*Details to be filled in only for the Channel*)**

Channel Name	Broadcaster's STB No. / Digital Satellite Receiver No.:	Viewing Card No.:
Topper TV		

For Broadcaster

For Affiliate

ANNEXURE E
TECHNICAL SPECIFICATIONS

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

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

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

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

B) Fingerprinting:

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

C) Set Top Box (STB):

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

ANNEXURE F
SUBSCRIBER REPORT FORMAT

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

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

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

- (II) **CHANNEL OFFERED BY AFFILIATE IN PACKAGES:** Average Broadcaster's Subscriber Base of the Channel shall be arrived at by averaging the number of subscribers subscribing Package consisting of the Channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

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

For Broadcaster

For Affiliate

ANNEXURE G
SCOPE OF AUDIT

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

SCOPE OF WORK FOR AUDIT

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

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

I. Head End Audit

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

II. CAS AUDIT

Affiliate to provide all below information correctly;

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

For Broadcaster

For Affiliate

- (m) STB's & cards to be uniquely paired from Affiliate before distributing box down the line /LCO.
- (n) Affiliate to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to Broadcaster by means of a fresh undertaking.
- (o) Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Affiliate.
- (p) CA system should have the capability of providing history of all actions taken for last 2 years.

III. SMS AUDIT

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

- (iii) Subscribed Channel wise Subscribers – total
- (iv) Subscribed Channel wise Subscribers – split by package
- (v) Package / channel details
- (vi) Subscriber/Revenue Reports by State/City
- (vii) No of packages/services offered
- (viii) List of channels
- (ix) Channels along with Rate Card Options offered with details of active Subscribers
- (x) Historical data reports
- (xi) Free / demo Subscribers details
- (xii) Exception cases – active only in SMS or CA system

IV. STB AUDIT

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

V. DISTRIBUTION NETWORK AUDIT

Affiliate should provide below information in detail;

- (a) Territory/areas covered
- (b) Details of sub headends if any.
- (c) Details of Additional CAS & SMS located at sub headends and its integration
- (d) Fiber network details

For Broadcaster

For Affiliate

- (e) Details of LCO connected.
- (f) Affiliate to facilitate for a visit to 2-3 sample cities/LCOs (last mile) to ascertain whether any additional CAS is added on the ground or services are run in unencrypted mode or broadcaster channels are being added at LCOs end.

VI. COMMERCIAL AUDIT

- (a) Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.
- (b) Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
 - Customer acquisition
 - Provisioning of subscriber in authentication, billing and SMS system
 - Scheme / package change request process
 - Customer Retention process, if any
 - Deactivation and churn process
- (c) Understand/ Verify the various schemes / packages being offered to customers
 - Obtain details of all approved schemes / packages and add on which are being offered to customers
 - Interactions with Affiliate's marketing and sales team on how the various channels are being marketed
 - Any special marketing schemes or promotions
 - Details of the consumers subscribing to the various schemes/ packages, including 'demo' / free/ complimentary/ testing/ promotional subscribers
- (d) Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
 - Generation of reports for subscriber declaration for channels / bouquets
 - Any reconciliations / checks /adjustments carried out before sending the declarations
- (e) Analyze declaration reports on a sample basis:
 - Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
 - Analyze the computation of average subscribers
 - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
- (f) Analysis of the following -:
 - Input and change controls of customer data into SMS
 - SMS user access controls – authentication, authorization and logging
 - Analyze system logs to identify any significant changes or trail of changes made
 - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
 - Review the system logic for the reports which are inputs to Broadcaster declarations
 - Channel allocation/fixation to a particular LCN/CDN
 - Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
 - Sample of activation and deactivation request logs
 - Opening and closing numbers of active subscribers for sample months (report to be taken in front of the auditors/ rep)
 - Confirmation of the numbers on the middle of the month on any random chosen dates (report to be taken in front of the auditors/ rep)
 - Live Demo of the queries being put into the system to generate different reports.
 - List of CAS and SMS used by Affiliate. In case more than one CAS and SMS system (multiple systems) is used by Affiliate, then understand synchronization between multiple CAS and SMS and analyze how subscriber details are captured, reported and invoiced.

VII. DATA REQUIREMENT DURING AUDIT

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

- (a) As-on-date active and de-active STB and VC details with city/state (from both SMS & CAS system)
- (b) As-on-date package-wise active STB and VC details with city/state (both SMS & CAS system)
- (c) Month-end active and deactive STB and VC details with city/state (both SMS & CAS)
- (d) Channel to package mapping along with service ID (with creation, modification and discontinue date) from SMS & CAS
- (e) All transaction logs and package composition change logs from CAS & SMS server for 2 years.

- (f) Broadcaster reports (past reports furnished to Broadcasters to be regenerated during audit for entire audit period) from SMS system to validate the broadcaster reports submitted by DPO.
- (g) As on date channel composition of packages
- (h) Channel composition of packages for historical period (audit period)
- (i) Transaction logs and package composition change logs (all actions performed for the last 2 years) like activation, de-activation, suspensions and other commands with date and time stamp
- (j) Inventory of all the VC/UA/Mac ID from the SMS server for the last 2 years.
- (k) Affiliate response on initial questionnaire on system review – Annexure N

Guidelines for extraction of above data:

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

For Broadcaster

For Affiliate

ANNEXURE H
AFFILIATE'S ANTI-PIRACY OBLIGATIONS

1. General

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

2. STBs, VCs, Systems and Procedures

- 2.1 In order to ensure that each STB is capable of being used for Fingerprinting, Affiliate shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- 2.2 Affiliate represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by Affiliate or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, Affiliate:
- 2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
- 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
- 2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
- 2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
- 2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
- 2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
- 2.2.7 de-authorizing any STB or VC that is found outside the Territory or in the possession of a person who is not a bona fide Subscriber.
- 2.3 Affiliate represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the 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 Channels / bouquets that have been selected;
- 2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;
- 2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
- 2.4.9 Name and unique reference number of the installer (if different from the dealer);
- 2.4.10 VC number; and
- 2.4.11 Unique STB number.
- 2.5 Affiliate agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the 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 Territory; or
- 2.5.3 that of a cable head end or any other distributor of such Channel.

- 2.6 In order to ensure that the VC is only activated for bone fide Subscribers, Affiliate further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.
- 2.7 Affiliate represents warrants and undertakes that it's SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

- 3.1 Affiliate shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by Broadcaster and as reasonably requested from time to time.
- 3.2 Affiliate shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by Affiliate or by Broadcaster.
- 3.3 Affiliate shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.
- 3.4 Affiliate shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signal of the Channel:
- 3.4.1 The Channel's 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 is broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2 Affiliate represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.
- 4.3 Affiliate agrees that it shall, at its sole cost, be responsible for ensuring the Channel is distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.
- 4.4 Affiliate undertakes that it shall furnish the details of encryption system of 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 for their retransmission.
- 4.5 Affiliate further undertakes that as and when the Affiliate gives effect to any material changes to Affiliate's Permitted Digital Distribution Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, the Affiliate shall forthwith provide written intimation of such change to the Broadcaster. If the Broadcaster suggests reasonable modifications to be given effect to the modified security and encryption technology, then the Affiliate shall consider shall suggestion for implementation.

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
- 5.1.1 Any VC or STB is being located, supplied or sold outside the Territory,
- 5.1.2 The Channel is 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 signal 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 Broadcaster's STBs that enable access to the Channel.

For Broadcaster

For Affiliate

ANNEXURE I
CAS DECLARATION FORM (ON CAS COMPANY LETTERHEAD)

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 distribution network.

Date of CAS Installation and operational: _____ CAS Version: _____

CAS ID: _____ Network ID: _____

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

Detail of main and back up CAS servers installed: _____

Server time format: _____

Database detail: _____

Attached schematic diagram of CAS network including ECMG/EMMG and other servers installed in headend/remote/back up headend.

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

1. All activation and deactivation of STBs are done with the command of the SMS
2. The current version of CAS does not have any history of hacking.
3. We have the capability of upgrading of CAS in case it gets hacked.
4. 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.
5. It is not possible to alter the data and logs recorded in the CAS.
6. That all the CAS system provided to the said distributor at all the locations (head-ends) have been duly reported explicitly.
7. We, the CAS system provider are able to provide monthly and date wise log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package.
8. This CAS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
9. This CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
10. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
11. The CAS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of this customer's distribution network within 24 hours.
12. That we _____ (CAS Company Name) are fully compliant to the requirements of CAS system as per schedule III of the of **THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI**.

I, _____, undertake that the information provided above is true and full disclosure of all the CAS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (CAS company name)

(Signature)

Name: _____

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

Company seal:

For Broadcaster

_____ For Affiliate

ANNEXURE J
SMS DECLARATION FORM (ON SMS COMPANY LETTERHEAD)

Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, address at _____, having its headend at _____ has installed Subscriber Management System (SMS) from our Company for its digital distribution network.

Date of SMS Installation: _____ SMS Version: _____

Location of SMS servers: _____

SMS Database detail with number of instances created: _____

With respect to the SMS installed at above mentioned headend and in terms of Schedule-III of THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI, 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 (wherever applicable).
2. The SMS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the distributor within 24 hours.
3. We have the technical capability in India to be able to maintain our systems on 24x7 basis through the year.
4. We, the SMS system provider are able to provide monthly and date wise log of activation and deactivation on particular channel or on a particular Bouquet / Subscriber Package with date/time stamp.
5. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
6. This SMS is independently capable of generating log of all activations and deactivations.
7. The SMS is independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands (as per period of service).
8. Please find enclosed sample log of activations & deactivations of a channel generated from this SMS system.
9. That we _____ (SMS Company Name) are fully compliant to the requirements of SMS system as per schedule III of the of THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI.

I, _____, undertake that the information provided above is true and full disclosure of all the SMS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,

For (SMS company name)

(Signature)

Name: _____

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

Company seal:

For Broadcaster

For Affiliate

ANNEXURE K
EXECUTION REQUIREMENTS

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

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

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 DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), PAN No., TAN No., and Entertainment Tax Registration Number (if applicable).

3. If Affiliate is a company:

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

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

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

5. If Affiliate falls into the "Other" category

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

For Broadcaster

For Affiliate

ANNEXURE L

[Note: Please incorporate similar Annexures and mark them as Annexure L-1, Annexure L-2 and so on and so forth (as applicable) for each GST of Affiliate]

GST Information				
GST Registered	Yes		No*	
Registration Number				
Legal Name				
Trade Name (If any)				
Constitution of Business				
Address of principal place of business				
Valid from	Valid till			
State of Registration	State Code			

* In case of Unregistered, declaration need to be submitted.

In case if registered in multiple states, provide the following information for all the registrations:				
Registration Number				
Legal Name				
Trade Name (If any)				
Constitution of Business				
Address of principal place of business				
Valid from	Valid till			
State of Registration	State Code			

Registration Number				
Legal Name				
Trade Name (If any)				
Constitution of Business				
Address of principal place of business				
Valid from	Valid till			
State of Registration	State Code			

Contact Person for Taxation:	
Telephone Number:	
Email ID:	
Declaration by:	Name:
	Designation:
	Date:

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

For Broadcaster

For Affiliate

ANNEXURE M

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

For Broadcaster

For Affiliate

ANNEXURE N

Initial Questionnaire on System review (before commencing the Audit)

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

For Broadcaster

For Affiliate

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