

Direct News Private Limited

**Reference Interconnection Offer
(Without Prejudice)**

This Reference Interconnection Offer (RIO) which shall be effective from day of.....,20...., is being put out by **Direct News Private Limited** (“DNPL”) pursuant to and in compliance with the provisions of the TRAI Press Release No. 71/2018 dated 3rd July, 2018, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended by The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Amendment) Order, 2017) and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 and is without prejudice to our rights and contentions and is subject to final outcome of any ongoing or future regulatory changes or order or judgment of a judicial or quasi-judicial body or court.

Distribution Platform Operator (the Affiliate), registered in accordance with the Cable Television Networks (Regulations) Act, 1994 to distribute the channels through authorized distribution platform in the territory mentioned herein, shall only be qualified to obtain the inter connection from DNPL in respect of “ NewsX” Channel. Every DPO desirous of availing signals of the Channels shall be required to make a written request to the following persons designated by the Broadcaster, by submitting a duly filled application for as available on <https://www.newsx.com/wp-content/uploads/2020/02/application-form-for-request-of-signals-of-television-channels-149665-O3reQIyD.pdf> along with **documentary evidence of compliance report** showing that DPO’s digital distribution platform meets the requirements specified under the Schedule III of the The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017.

Sr. No.	Name of Designated Person	Contact Number	Email
1.	Mr. Neeraj Soni	+91 9711228000	Neeraj.soni@itvnetwork.com

Kindly note that distribution rights for the channels would be provided only after execution of Subscription agreement by the Affiliate. You are requested to execute the Subscription agreement on a stamp paper of applicable stamp value.

Subscription Agreement

This Subscription Agreement ("Agreement") is executed this ___ day of _____ 20___
BY and BETWEEN:

Direct News Private Limited, a company incorporated under the Companies Act, 1956 having its corporate office at Media House, 275-276, Captain Gaur Marg, Srinivas Puri, New Delhi-110065 from where DNPL intends to claim GST benefit, and **AABCI6212J** PAN No., **07AABCI6212J1ZQ** GST No., [hereinafter referred to as "**DNPL**" or "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns], and of the one part;

And

Affiliate/Distributor(M/s): _____
Affiliate's Status: Company Partnership Firm
Proprietorship Firm Individual HUF Other
Name of Authorized Signatory (Mr./Ms.): _____

Correspondence Address: _____

Land Mark: _____ Village: _____ City / Taluka: _____

District: _____ State: _____ PIN: _____

Tel. No.: _____; Mobile No.: _____; -Email ID.: _____

GST No: _____; DAS Regd. No: _____; PAN No.: _____

Installation Address: _____

Land Mark: _____ Village: _____ City / Taluka: _____

District: _____ State: _____ PIN: _____

Tel. No.: _____; Mobile No.: _____ Fax No.: _____

Contact Person: _____

DNPL and the Affiliate are hereinafter individually and collectively referred to as "Party" and "Parties", respectively.

WHEREAS:

A. DNPL is the owners/broadcasters of the channels (hereinafter collectively referred to as the "Channels") as mentioned in **Annexure A**.

DNPL _____

Affiliate _____

D. The Affiliate represents that it owns and operates a _____ (“Distribution Platform”) and distributes TV services in the Territory.

E. The Affiliate has represented to DNPL that it has the necessary infrastructure, resources, experience and expertise in distributing television channels/service to its Subscribers and is desirous to subscribe to the Channels for further retransmission to its Subscribers using its Distribution Platform network in the Territory as per Clause 5.4 of this Agreement as detailed in **Annexure F** and on the representation of the Affiliate, DNPL has agreed to provide signals of the Channels to the Affiliate based on the terms and conditions provided herein.

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

1.0. DEFINITIONS AND INTERPRETATION

1.1 Interpretation: The title of this Agreement and its headings are used for convenience only and shall not affect the interpretation of this Agreement. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders and reference to an individual shall include his personal representative, successor or legal heir. The definition or the term not defined in this Agreement shall be construed from the applicable Regulations.

1.2 Definitions:

a) “Active subscriber” for the purpose of these regulations, means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals;

b) “Addressable System” means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in an encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;

c) “Affiliate” means an authorised service provider who has been granted non-exclusive Licensed Rights as per the terms of this Agreement to subscribe to the Channels in order to further distribute the same to its Subscribers in the same Format/mode (as received by it) through its Distribution Platform in the Territory. The Affiliate shall include its successors and permitted assigns and its authorized Cable Operators, if any, who shall be deemed to be the agent of the Affiliate;

- d) "Agreement" means this Agreement for Distribution Platform, together with its Schedules/Annexures attached hereto, which form an integral part of this Agreement;
- e) "Applicable Laws" shall mean and include all the applicable laws, regulations, directions, notifications, policies, guidelines, orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority concerning broadcasting and distribution of TV channels and matters consequential upon and incidental thereto;
- f) "Authorized Language" means the language in which the programmes/ content of the Channels is broadcast by the Broadcaster and the Affiliate is required to distribute the Channels in the same language and not to change the language of the Channel – either by way of dubbing and/or introducing the sub-titles or otherwise. The term Authorized Language may also be referred to as "the Agreed Language/Designated Language or Language" in this Agreement for the purpose of convenience;
- g) "A-La-Carte" or "A-La-Carte Channel" with reference to offering of a television channel means offering the channel individually on a standalone basis;
- h) "Authority" or "TRAI" means the Telecom Regulatory Authority of India established under the Telecom Regulatory Authority of India Act, 1997;
- i) "Average active subscriber base" means the number arrived by averaging the active subscriber base count in the manner specified under **Annexure B**;
- j) "Bouquet" or "bouquet of channels" means an assortment of distinct channels offered together as a group or as a bundle by the Broadcaster and all its grammatical variations and cognate expressions shall be construed accordingly;
- k) "Broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the central government, is providing programming services;
- l) "Subscription Fee" with reference to a pay channel or a bouquet of pay channels means Operator Rate payable to the Broadcaster per subscriber per channel per month as specified in **Annexure A**, payable by a distributor of television channels to a broadcaster for signals of pay channel or bouquet of pay channels, as the case may be, and for which due authorization has been obtained by such distributor from that broadcaster;
- m) "Broadcasting services" means the 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 the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;

- o) "Cable service" or "cable tv service" means the transmission of programmes including retransmission of signals of television channels through cables;
- p) "Cable television network" or "cable tv network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- q) "Carriage fee" means any fee payable by a broadcaster to a distributor of television channels only for the purpose of carrying its channels through the distributor's network, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, for seeking assignment of a particular number to such channels;
- r) "Channel" shall mean and include all the television channels for which the broadcaster has the necessary uplinking/downlinking permission;

DNPL reserves its rights to remove any channel from the list of channels as mentioned in Annexure A of this Agreement at any time during the term of the Agreement, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to the Operator and/or to add any channel to the list of the channels in Annexure A of this Agreement and to grant the distribution rights to the operator in the territory in respect of the new channel;

s) "Channel Penetration" shall mean the availability of the Channels on the Distribution Platform of the Affiliate to such percentage of its own active subscriber base as is agreed under the relevant schedule of this Agreement;

t) "Commercial Subscriber" shall mean a Subscriber who causes the signals to the television channels to be heard or seen by any person for a specified sum of money to be paid by such person;

Note: This definition is without prejudice to the rights and contentions of the Broadcasters and subject to revision depending upon the orders as may be finally passed in any matter by the Hon'ble High Court of Delhi, TDSAT (Telecom Disputes Settlement & Appellate Tribunal) or any other court or Tribunal in any legal challenge to TRAI's Regulation pertaining to Commercial Subscribers and shall remain subject to the final outcome of the current cases, subsequent legal challenges to the same. In the event that there is any change/amendment to the definition and treatment of the Commercial Subscribers, the said change/amendment shall apply to the parties herein;

u) "Conditional Access System" shall mean the system maintained by the Operator which has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels and meets the requirements set out under **Annexure D** of this Agreement;

v) "Confidential Information" shall mean any and all information given in writing relating to or by the disclosing party (which inter alia includes the pricing and subscriber base) and which is reasonably presumed to be proprietary or confidential in nature excluding that information which: is known to the public (through no act or omission of the receiving party in violation of this Agreement); was known to the receiving party prior to

its disclosure under this Agreement; is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information; or was/is independently developed by the receiving party without breach of this Agreement;

w) "Customer/Subscriber Equipment (CE)" shall include tools and equipment/device(s), as compatible with technology employed by the Affiliate with respect to its Distribution Platform, installed or to be installed at the Subscriber's Premises so as to receive and decode the signals of the Channels as part of the Affiliate's Distribution Platform. Those tools may inter-alia include set top boxes (STBs), outdoor units (ODUs) etc;

x) "Compliance officer" means any person designated so, who is capable of appreciating requirements for regulatory compliance under these regulations, by a service provider;

y) "Direct to home operator" or "DTH operator" means any person or company who has been granted licence by the Central Government to provide direct to home (DTH) service;

z) "Direct to home service" or "DTH service" means re-transmission of signals of television channels, by using a satellite system, directly to subscriber's premises without passing through an intermediary such as local cable operator or any other distributor of television channels;

aa) "Distribution Margin" means the margin which the distributor of television channels is entitled for the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to subscribers.

bb) "Distribution platform" means distribution network of a DTH operator, multi- system operator, HITS operator or IPTV operator, as the case may be and shall be applied in the context of this Agreement;

cc) "Distributor of television channels" or "distributor" means any DTH operator, multi-system operator, HITS operator or IPTV operator;

dd) "Distributor retail price" or "DRP" for the purpose of this Agreement, means the price, excluding taxes, declared by a distributor of television channels and payable by a subscriber for a-la-carte pay channel or bouquet of pay channels, as the case may be;

ee) "Due Date" shall mean the date when the Subscription Fee becomes due and payable to DNPL in terms of this Agreement, which is within 15 days of receipt of invoice from DNPL. If however, if no invoice is received by the Affiliate, within 15 days of sending the subscriber report, the Affiliate shall make the payment within 15 days after sending Subscriber Reports to DNPL, provisionally calculated on the basis of the Calculation as provided under Annexure I of this Agreement, and subject to reconciliation pursuant to the raising of the invoice by DNPL;

ff) "Electronic programme guide" or "EPG" means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming such available channels and programmes;

gg) "Equipment" shall include Integrated Receiver Decoders ("IRDs") and the Viewing Card(s) which have been provided to the Affiliate by DNPL on the basis of mutually agreed parameters between the parties. IRD here means a device, decoder, and receiver cum decoder that is able to receive and/or decode the encrypted channels/Service; while

being used in conjunction with a Viewing Card by the Affiliate. The term Equipment may also be referred to as “the Affiliate’s Equipments” in this Agreement for the purpose of convenience. “Viewing Card” (Smart card) means the electro-magnetic card to be used in conjunction with the IRD to access and decode each Channel and provide the viewer access to various pay channels from the network. The Cards when inserted into set-top boxes/ IRD’s that have an internal decoder, shall be converting encrypted signals into a recognizable format;

hh) “Fingerprinting” means the method/system to be employed by the Affiliate to display a viewing / smart card unique number of DNPL and of the Affiliate on the screen of the television sets of the Subscriber of the Affiliate, which number is used in order to identify the Set top box/ IRD Box/VC of DNPL/the Affiliate;

ii) “Format” of the Channel means either Standard Definition Feed/format or High Definition Feed/format. The term High Definition channel/feed/format means channel which carries higher resolution of Video in 16:9 aspect ratio;

jj) “Free-to-air channel” or “free-to-air television channel” means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel.

kk) “Head end in the sky operator” or “HITS operator” means any person permitted by the Central Government to provide head end in the sky (HITS) service;

ll) “Head end in the sky service” or “HITS service” means transmission of programmes including retransmission of signals of television channels—

(i) to intermediaries like local cable operators or multi-system operators by using a satellite system and not directly to subscribers; and

(ii) to the subscribers by using satellite system and its own cable networks;

mm) "Intellectual Property Rights" includes all (present and future) intellectual property rights either owned by or licensed to DNPL and/or the Channel owners; which inter-alia includes copyright, service mark, trade name, trademark, trade secrets, rights of attribution, integrity and similarly afforded "moral rights," logo of DNPL/Channel owners and any other intellectual or proprietary rights of any nature whatsoever in any part of the world, which belong to DNPL/Channel owners and/or its/their associate/group companies;

nn) “Licensed Rights” shall mean the non-exclusive rights granted by DNPL to the Affiliate under this Agreement to receive/down link the Channels in order to further distribute the same (directly or through its authorized Cable operators, who shall be deemed to be the agents of the Affiliate), continuously and uninterruptedly in the Authorized Language on as it is basis and simultaneously through its Distribution Platform as defined under the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) in encrypted/scrambled digital and in same (Standard/High definition) Format (Format) as received by it from DNPL, (the said systems shall be known as “the Authorized Distribution System”). The Licensed Rights do not allow distribution of the Channels through any other method such as Analogue mode, Pay per view, Video on demand, Time shift view, Multi point Microwave distribution system/multichannel multi point distribution system, Triple play, Quadruple play, Terrestrial transmission (analogue/digital), Mobile TV or through Cellular mobile networks etc. or any other medium or technology or device or through a cable network

which also has certain bandwidth which remains unencrypted and/or out of Subscriber Management System (SMS) for e.g. Hybrid cable networks. It is agreed that the Channels shall be distributed in the same Format as subscribed by the Affiliate unless otherwise decided between the parties in writing;

oo) Incentive scheme” or “Performance Incentive” shall mean the incentive offered by Broadcaster to Affiliate on a-la-carte MRP of the Channel(s) and/or on the MRP of the Subscribed Bouquet(s), as are set out in **Annexure H** of this Agreement, subject to Affiliate complying with all the terms and conditions of the selected Incentive Plan(s) to qualify for the applicable incentives. It is clarified that any amount receivable by the Distributors/ Affiliates under the Incentive Scheme shall be inclusive of all taxes and duties for which the Distributors/ Affiliates have to raise the monthly invoice on Broadcasters basis the achievements of targets/ goals as set out for being eligible for incentive payment;

pp) “Interconnection” means commercial and technical arrangements under which service providers connect their equipment and networks to provide broadcasting services to the subscribers;

qq) “Interconnection agreement” with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channel;

rr) “Internet protocol television operator” or “IPTV operator” means a person permitted by the Central Government to provide IPTV service;

ss) “Interconnection Regulation, 2017” or “IC Regulation” shall mean The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rd march, 2017 issued by Telecom Regulatory Authority of India

tt) “Internet protocol television service” or “IPTV service” means delivery of multi-channel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;

uu) “Local cable operator” or “LCO” means a person registered under rule 5 of the Cable Television Networks Rules, 1994;

vv) “Material Breach” shall include but not be limited to any of the following breach of the terms and conditions of this Agreement –

- i. Non-payment/part payment of the Subscription Fee as per the terms of this Agreement.
- ii. Distribution of the Channels other than in the mode/Format/manner specified in the Licensed Rights.
- iii. Transmission/Distribution of the Channels other than in the Authorized Language.
- iv. Distribution of the Channels outside the Territory.
- v. Providing untrue Statements/warranties and/or in the event of a statement/warranty of the party is found to be untrue.
- vi. Non integration between CAS & SMS.
- vii. Non Compliance with any Regulation of TRAI.
- viii. Change of location of Equipment without consent of DNPL.

- ix. Failure to comply with the Schedule VII attached to the Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (no. 1 of 2017)
- x. Any other breach affecting DNPL's business adversely.

ww) "Maximum retail price" or "MRP" for the purpose of these regulations, means the maximum price, excluding taxes, payable by a subscribers of the Affiliate for a-la-carte pay channel or bouquet of pay channels, as the case may be;

xx) "Multi-system operator" or "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;

yy) "Network capacity fee" means the amount, excluding taxes, payable by a subscriber to receive the signals of subscribed television channels and it does not include subscription fee for pay channel or bouquet of pay channels, as the case may be;

zz) "New Channel" shall mean such channel which does not form part of Annexure A of this Agreement at the time of signing of the Agreement, but is subsequently introduced by DNPL, after acquiring necessary license from MIB;

aaa) "Package(s)" means various package(s)/combination/assortment of channel(s) and/or bouquets of channel(s) (comprising of channels and/or bouquets of channels of one or more broadcaster(s)) offered by Affiliate to Subscribers, which may include Channels of various Broadcasters;

bbb) "Pay broadcaster" means a broadcaster which has declared its one or more channels as pay channel to the Authority under the provisions of applicable regulations or tariff order, as the case may be;

ccc) "Pay channel" means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers;

ddd) "Premises" means the place at which the Equipment are to be installed/ housed by the Affiliate for using the same in accordance with the provisions of this Agreement; The term Premises may also be referred to as "the Affiliate's Premises" in this Agreement for the purpose of convenience;

eee) "Piracy" means unauthorized distribution/access of the Channels/ Service of the Affiliate which shall inter- alia include but not limited to – in case of dis-connection, the signals of the Broadcaster are continued on the Distribution Platform of the Affiliate, Channels being distributed outside the Territory, distribution of Channels in analogue mode, other than at the address of a Subscriber, to the higher number of subscribers than declared ones, without pairing of STB & VC etc;

fff) "Programme" means any television broadcast and includes-

- i. exhibition of films, features, dramas, advertisements and serials;

ii. any audio or visual or audio-visual live performance or presentation, and the expression “programming service” shall be construed accordingly;

ggg) “Removed Channel” shall mean such channels which forms a part of Annexure A at the time of signing of this Agreement, but subsequently removed from such list of channels, if DNPL ceases to distribute such channel(s) in the Territory and terminates the grant of the associated distribution rights/ Licence Rights to the Operator;

hhh) “QoS Regulations” means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017;

iii) “Service” means the Channels as subscribed by the Affiliate. The term Channel and Service may be inter-changed for the purpose of convenience under this Agreement;

jjj) “Reference Interconnection Offer” or “RIO” means the Subscription Agreement published by a Broadcaster for specifying terms and conditions on which the Affiliate/ Distributors and any other authorised service provider may seek interconnection of the television channels for further distribution from their platforms;

kkk) “Service provider” means the Government as a service provider and includes a licensee as well as any broadcaster, distributor of television channels or local cable operator;

lll) “Set top box” or “STB” means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;

mmm) “Subscriber” for the purpose of these regulations, means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber;

nnn) “Subscriber management system” means a 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 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 bouquets of channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period, and which complies with the requirements as set out under Annexure D of this Agreement;

ooo) “Subscriber Report” or “SMS Report” shall mean a monthly report furnished by the Affiliate to DNPL containing the details of the Affiliate’s Subscribers of the Channels, specified in detail in Clause 5.5 (b) and as per format contained in **Annexure B** to this Agreement;

ppp) “Tariff order” means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017;

qqq) "TDSAT" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi as defined in Section 14 of The Telecom Regulatory Authority of India Act, 1997.

rrr) "Television channel" means a channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term 'channel' shall be construed as a reference to "television channel".

sss) "Term" means the validity period of this Agreement as per clause 2 of this Agreement;

ttt) "Territory" shall mean the Authorized Area(s) where the Affiliate possesses has the necessary license granted by MIB and has been authorized by the Broadcaster to distribute its channel(s), as indicated in Annexure F of this Agreement;

uuu) "Threshold" shall mean the lower limit of the range mentioned in various incentive scheme in **Annexure H** to this Agreement;

vvv) "TRAI" shall mean The Telecom Regulatory Authority of India, as defined under Section 3 of The Telecom Regulatory Authority of India Act, 1997.

2.0. TERM

2.1 Subject to earlier termination as per the terms of this Agreement, the validity period of this Agreement will be for a period of one year, commencing from day of 20..... ("Term").

2.2 Either party, intending to renew the Term of this Agreement, shall give a written notice of its intention for renewal of this agreement to other party at least sixty days prior to the expiry of the Term. The parties may negotiate the commercial and other terms and conditions for the renewal period. The parties shall enter into a new Agreement before the expiry of this Agreement and in case the Affiliate fails to enter into a new Agreement before the expiry of this Agreement, Affiliate shall not be entitled to receive the Channels from the Broadcaster beyond the Term of this Agreement.

Provided also that the Affiliate shall, fifteen days prior to the date of expiry of the existing agreement, inform the subscribers through a running on screen scroll (OSS) on the Channels included in the said agreement:

- a) the date of expiry of its existing agreement; and
- b) the date of disconnection of signals of channel in the event of its failure to enter into new agreement.

The OSS should not be by a static message which hurts the viewers experience of watching the channels.

Provided that in case of failure to enter into a new Agreement, DNPL shall be entitled to disconnect the signals of the Channels in terms of TRAI Regulations.

3.0. SUBSCRIPTION, DISTRIBUTION AND LICENSED RIGHTS:

3.1 DNPL based on the request from the Affiliate to subscribe Channels hereby grants to the Affiliate the non-exclusive Licensed Rights for the Term of this Agreement, to subscribe

to the Channel(s)/Service solely for the purpose of distributing the same to its Subscribers, in digital mode and in the same manner/Format/mode as received by it from DNPL/respective broadcaster, through its Distribution Platform network only, as defined in IC Regulations and Tariff Order (as amended to date), in the Territory. The Licensed Rights so granted are provided to distribute the Channels only through Distributor Platform and in the manner provided in this Agreement. Licensed Rights do not include:

- a) Any means of distribution not now in existence or not yet in use in the Territory;
- b) Any distribution platform other than Affiliate's Distributor Platform that is specifically permitted in this agreement, even if the Affiliate is authorized to distribute the Service using multiple Distribution Platforms;
- c) All non-linear feeds including but not limited to Pay-Per-View (PPV), Video on Demand (VOD), Near VOD (NVOD), Subscription VOD (SVOD);
- d) Any form of internet or inter protocol delivery via open access systems;
- e) Any form of distribution by a personal computer and/or mobile telephony and/or device; or
- f) Catch-up TV, time shift or multiplex rights.

3.2 It is acknowledged and agreed by the Affiliate that the Licensed Rights are granted to the Affiliate on the basis of and in reliance upon the representation, warranties and declaration made by it (the Affiliate) particularly to distribute the Channel in the same mode/Format/manner as received by it from DNPL/respective broadcaster and is subject to and conditional upon the performance of its obligations and compliance of the provisions of this Agreement by the Affiliate. Mere possession of the Equipment(s) shall not entitle the Affiliate to receive and/or distribute the Channels.

It is reiterated and acknowledged that the Licensed Rights granted to the Affiliate for subscribing the Channel(s)/Services are only for further distribution in the agreed Territory and Authorized Language on continuous basis through its Distribution Platform and only to its Subscribers whose details have been recorded in CAS/SMS and declared to DNPL as per the terms of this Agreement.

3.3 The Affiliate undertakes not to distribute the Channel(s)/Services in any other mode/manner/Format except the mode/manner/Format as received by it from DNPL. In addition, the Affiliate further undertakes to distribute the Service/Channel only in Authorized language without changing/dubbing or incorporating any sub-title therein. In case the Affiliate intends:

- a) to distribute the Channels in any mode/manner/ Format, other than mode/manner/ Format in which it has received the signals/feed of the Channels or to distribute the Channels in any other mode/Format not specified in this Agreement;
- b) to distribute the Channels through any other mode as provided in Licensed Rights or other than Distribution Platform authorized under this Agreement;
- c) to provide the Service/Channel(s) outside the Territory, except in terms of clause 3.5, herein under;
- d) to change the language of the Channel – either by way of dubbing and/or introducing the sub-titles or otherwise; or
- e) to record, duplicate, transmit by any means or otherwise use the Channel(s) other than as specifically set out in this Agreement and to store any content forming part of any of the Channel(s) for any reason whatsoever, including for the purpose of offering/providing free TV, interactive TV or online services,

DNPL _____

Affiliate _____

it shall take prior authorization from DNPL for the same and either amend this Agreement or execute a new agreement in this respect.

3.4 Subject to TRAI regulations, it shall be permissible for the Affiliate, who is a distribution platform owner to distribute the Channels beyond the Territory agreed under this Agreement by giving a 30 days written notice to the DNPL. After thirty days from the date of receipt of such written notice by DNPL and the said notice shall be deemed to be an addendum to this Agreement. The right of such Affiliate to change/ increase the Territory of this Agreement by notice to DNPL shall be subject to DNPL's right to raise objections with reasons within 30 days of receipt of notice of increase or change in Territory under this Agreement. In the event, DNPL raises objection with reasons within the stipulated period, Affiliate shall not be allowed to increase or change the Territory.

3.5 The Affiliate is authorized to provide the Service/Channels only to those Subscribers having authorized receiving devices and whose complete details have been recorded/ maintained in the CAS/SMS of the Affiliate and provided to DNPL as per terms of this Agreement.

3.6 The Affiliate is authorized to provide the Service/Channels to Commercial Subscribers subject to the following conditions:

a) A Commercial Subscriber can be serviced by the Affiliate subject to prevailing TRAI regulations, Court/ Tribunal Order. The commercial and technical interconnection arrangements between DNPL & Affiliate are without prejudice to the rights and contentions of the Broadcaster(s)/DNPL and the right to re-transmit signals to Commercial Subscribers would be subject to revision depending upon the orders as may be finally passed in any matter by the Hon'ble High Court of Delhi, TDSAT (Telecom Disputes Settlement & Appellate Tribunal) or any other court or Tribunal in any legal challenge to TRAI's Regulation pertaining to Commercial Subscribers and shall remain subject to the final outcome of the current cases, subsequent legal challenges to the same. The same shall also be subject to any changes in rules, regulations or directions etc. by the competent authority. In the event that there is any change/amendment to the definition and treatment of the Commercial Subscribers, the said change/amendment shall apply to the parties herein.

3.7 Eligibility Criteria for Incentive Scheme:

An Affiliate becomes eligible for availing the Incentive Scheme in the event:-

a) That the Affiliate opts for distributing the channels on a-la-carte basis then the 'Incentive Schemes for A-La-Carte' under Annexure H may be availed. Similarly, if the

Affiliate opts and distributes the Bouquet of the DNPL's channels then 'Incentives on Bouquet' as mentioned in Annexure -H will be applicable;

b) The Affiliate shall not place any Channel in a disadvantageous position or otherwise treat any of DNPL's Channels less favourably or in a discriminatory manner with respect to competing channels in the same genre;

c) The Affiliate shall ensure that during the Term, the Channels comprising in a-la-carte or the Bouquet opted by the Affiliate will be made available and carried throughout the Territory on its Platform to its existing Subscribers, as well as to its new subscribers in entirety and continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement;

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d) The Affiliate shall, subject to compliance with each of the Eligibility Criteria set out under this Agreement, be eligible to avail the Incentives on the a-la-carte/Bouquet Rate of the Channels of the Broadcaster strictly in the manner, sequence and conditions set forth hereunder; and

e) The Affiliate shall remain bound with the obligations arising out of the Incentive Schemes and as opted for by the Affiliate, for the entire term of the Agreement. In the event any obligations/eligibility criteria are not fulfilled by the Affiliate during any period in a particular month, the Affiliate shall not be entitled to the particular incentive for that month.

3.8 Incentive Parameters:

a) Prompt Payment Incentive: The Affiliate can further avail "Prompt Payment Incentive " by selecting the relevant option set out in 'Incentive Parameters' in Annexure H attached to this Agreement

b) Penetration Based Incentive: The Affiliate can avail "Penetration based incentive" by selecting the relevant option set out in 'Incentive Parameters' in Annexure H attached to this Agreement.

For a) and b) above, it is clarified that penetration percentage of a channel or bouquet refers to the percentage of subscribers subscribing to a specific channel or bouquet out of the average active subscriber base of a DPO.

Further, for HD channels, penetration percentage will be calculated considering the monthly average active subscriber base receiving one or more HD channels.

4.0. Reservation of Rights:

4.1 It is agreed that DNPL/respective Broadcaster shall and has the sole and exclusive right to:

a) Commence or continue to provide any Channel directly or indirectly to the Subscribers of any other person/ Operator through any platform (including Cable, DTH, IPTV etc.) at its sole discretion.

b) Discontinue, withdraw/replace any Channel at its discretion without any obligation to the Affiliate or any other person including the Subscribers.

c) Appoint any other Affiliate in the Territory;

4.2 It is further agreed that DNPL and/ or the broadcasters of the Channels have the sole and exclusive right/privilege/discretion to:

a) determine the program, advertisements, messages and content etc. to be

broadcast/shown on the Channels and also reserves the rights to change or withdraw the same at any time without any prior notice to the Affiliate. DNPL and/ or the broadcasters of the Channels also reserves the right to form a new/separate bouquet of channel(s) at any time, subject to applicable law, rules, regulations or government order; and

b) make any subsequent change in, name, nature, language, maximum retail prices, per month, of channels and maximum retail price, per month, or composition of bouquets, as the case may be.

4.3 All rights/authorization not specifically granted to the Affiliate in this Agreement shall remain with DNPL.

5.0. OBLIGATIONS OF THE AFFILIATE:

The Affiliate undertakes and agrees to comply with all the terms and conditions of this Agreement which inter-alia include the following:

5.1 Affiliate's Documents and Details:

The Affiliate agrees to comply with all the applicable regulations issued by TRAI and shall provide the documents as mentioned in **Annexure G**, at the time of signing of this Agreement and allow the inspection of compliance of the technical parameters and systems to ensure that the Affiliate is competent to distribute the Channels in Authorized Distribution System.

5.2 Reception and Distribution:

The Affiliate shall at its own expense & cost, download and receive the signals of the Channel(s)/Service only from the designated satellites and distribute the same in the same mode/Format (as received by the Affiliate from DNPL) through the Equipment provided or approved by DNPL.

a) The Licensed Rights are granted to the Affiliate for subscribing the Channel(s)/Services solely for the purpose of further distribution in the Territory to its represented Subscribers in the mode/Format (as received by the Affiliate from DNPL) through the Addressable System and in the mode/Format/manner as specified by DNPL.

b) The Affiliate shall re-encrypt the signals of the Channels as per the technical parameters mutually decided by the parties so that the quality, Format (HD/SD format) and continuity of the Channels should be maintained. The Channels shall be delivered by the Affiliate to the Subscribers only in a secured encrypted manner and without any alteration or disruption.

c) The Affiliate also agrees to maintain a high quality of signal transmission of the Channels/Service to its Subscribers in the same Format as provided to the Affiliate without any disturbances, disruptions/interruptions or black out. The Affiliate further agrees and undertakes that it shall distribute and ensure continuous distribution of the Channels/Service in its entirety, in the same manner as it is received without any modification, editing, interruption, delay, alteration including any scrolling, imposing or superimposing of advertisements/message/content/graphics/music/picture squeezing or re-sizing etc. or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation, disruption and/or blacking it out in any manner whatsoever.

d) The Affiliate declares and agrees that it shall :

- i. At its own cost and expense, cause the Channel to be received only from the satellite(s) designated by the DNPL from time to time and shall ensure distribution throughout its DAS Systems on separate, dedicated channel(s) for reception by all its Subscribers;
- ii. Receive and decrypt/de-code the signals of the Channel only through Equipment supplied/approved by DNPL, details of which are mentioned in **Annexure C**;
- iii. Decode, turn-around and encrypt the Channel (without deletion or alteration of, or interference with, the content of any of the Channel and /or without changing the Format unless otherwise provided in this Agreement) in a mode acceptable to DNPL so that the quality, standard and continuity of the Channel are maintained by the Affiliate;
- iv. Affiliate shall not deploy any advertisement skipping function in its Distribution System or use any technology to insert, overrun, super impose advertisement in the form of but not limited to tickers, audio, video, vignettes, etc.;
- v. Ensure that the services of the Channel shall be available to the Affiliate's Subscribers on a continuous and uninterrupted basis as per the terms of this Agreement;
- vi. Further ensure that the set top boxes provided to its Subscribers should meet the specifications prescribed by BIS; and compliance certificate in this respect (from time to time) signed by CFO or head of that department should be sent to DNPL; and
- vii. Record the details of all its Subscribers in the CAS and SMS along with the date of activation and deactivation of their Services.

5.3 Distribution, Marketing & Promotion Obligations:

- a) The Affiliate shall be free to form a package as per the provisions of Interconnection Regulation issued by TRAI from time to time, however, the Affiliate undertakes not to discriminate against the Channels compared to any other channels of the same genre(s) being distributed by the Affiliate. The Affiliate further undertakes that the Channel(s)/ Bouquet(s) shall not be disadvantaged or treated less favorably compared to any other Channel(s)/ Bouquet(s) of the same genre(s) particularly while placing the Channels in any package/tier or fixing the retail price of the channel(s).
- b) The Affiliate shall inform to DNPL the details of the a-la-carte channels or bouquet Distributor Retail Price of the bouquet/package in which the Channel are to be placed. In case the Affiliate intends to change such packaging it shall give a no less than 15 (fifteen) days prior written notice, to DNPL and to its subscribers through scrolls and update on website with respect to such change. The Affiliate undertakes that all the changes will be made in good faith without targeting the Channel(s)/ Bouquet(s) with discriminatory treatment vis-a vis similar channels falling in the same genre(s).
- c) DNPL also grants to the Affiliate the non-exclusive right to use the marks of DNPL for the marketing and promotional purpose of the Channel(s)/ Bouquet(s), and the Affiliate shall take a written approval before finally using it with other marks. The Affiliate shall market and promote the Channel(s)/ Bouquet(s) and content thereof in a non-discriminating manner which shall be materially similar to the manner in which other channels of the same genre(s) are being marketed/ promoted by the Affiliate. The Affiliate agrees and undertakes to ensure that the size and prominence of the name and logos of the Channel(s)/ Bouquet(s) on all its advertising and marketing/promotional material/campaigns etc. shall be similar to that of any other Channel(s)/ Bouquet(s) being distributed by the Affiliate. The Affiliate shall co-operate in all respect with DNPL with respect to any market research being/to be conducted by DNPL.
- d) The Affiliate shall package the Channels as per applicable Law. The Affiliate shall ensure that none of the Channel(s)/Bouquet(s) are disadvantaged or otherwise treated less

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favourably with respect to competing Channel(s)/ Bouquet(s) services on a genre basis or included in any Subscriber Package or tier that contains any service with pornographic content or any gambling service. Subject to terms of this Agreement, once a Channel(s)/ Bouquet(s) has been included in a Subscriber Package, the said Channel(s)/ Bouquet(s) shall not be selectively taken off by the Affiliate unless all other channels comprised in the Subscriber Package have been switched off or taken off air by the Affiliate. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement whereby the said Channel(s)/ Bouquet(s) is taken off air or switched off.

e) While availing the incentive on the MRPs of the bouquets of the Channels created and offered by DNPL, the Affiliate shall ensure that all Channels in the bouquet are listed in EPG and exhibited on Affiliate's platform for viewing purposes. In case, the Affiliate fails to make certain channels available to its viewers from the bouquet subscribed, then the Broadcaster shall be entitled to claim MRP of the channels exhibited on a-la-carte basis from the Affiliate and the Affiliate will not be entitled to claim any incentives on such exhibited channels.

5.4 Territory:

The Affiliate is entitled and hereby undertakes to distribute the Channel(s)/ Bouquet(s) only in the Territory as specified in **Annexure - F** attached to this Agreement.

Provided that it shall be permissible for an Affiliate, to distribute the channels beyond the areas agreed Territory by giving a written notice to DNPL, after thirty days from the date of receipt of such written notice by the broadcaster and the said notice shall deemed to be an addendum to the existing Agreement, provided that such areas fall within:

- a) the registered area of operation of the multi-system operator; and
 - b) the states or union territories in which the multi-system operator has been permitted to distribute the signals of television channels under the interconnection agreement.
- Nothing contained in this proviso and under a) and b) shall apply if written objections with reasons from DNPL have been received by the Affiliate during the said thirty days' notice period.

Further, any distribution of the Channel(s)/ Bouquet(s) in the non-agreed areas or prior to 30 day period, as permitted herein above, without prior authorization from DNPL will be deemed unauthorized distribution and will also constitute a material breach and Piracy.

5.5 Subscriber base:

a) The Affiliate shall distribute the Service only to those Subscribers whose relevant details have been recorded in its CAS & SMS.

b) Subscriber Report or SMS Report:

- i. The Affiliate shall, within seven days from the end of each calendar month, provide, in the format specified under 'Subscriber Report' in the Schedule VII of IC Regulation, complete and accurate monthly subscription report of channels and bouquets of pay channels, to DNPL.
- ii. It shall be permissible to DNPL to disconnect the signals of its television channel after giving written notice of three weeks to the Affiliate if it fails to provide the monthly subscription report under this Agreement.
- iii. On the basis of monthly subscription report, DNPL shall issue monthly invoice to the Affiliate for 'DNPL's (broadcaster's) share of maximum retail price' payable by such distributor to DNPL and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date for payment.

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- iv. That DNPL shall allow a time period of at least fifteen days to the Affiliate for making payment from the date of receipt of invoice by it.
- v. That in case Affiliate fails to provide the monthly subscription report within the period of seven days from the end of the calendar month, DNPL shall have the right to raise a provisional invoice, for an amount increased by ten percent of the 'Subscription Fee' payable by Affiliate to DNPL for the immediate preceding month, and Affiliate shall be under obligation to make the payment on the basis of such provisional invoice.
- vi. That it shall be mandatory for DNPL and Affiliate to carryout reconciliation, between the provisional invoice and the final invoice raised by DNPL on the basis of the monthly subscription report sent by Affiliate, within three months from the date of issue of such provisional invoice.
- vii. It is further agreed that the Affiliate shall maintain and provide a separate records/report to DNPL separately for the Ordinary Subscribers and Commercial Subscribers.
- viii. The Affiliate agrees and undertakes to declare the true subscriber base to DNPL and send an updated list thereof as per the terms and conditions of this Agreement. In case after verification DNPL arrives at the opinion that the Affiliate has been distributing the Services in any area other than authorized Territory; DNPL may, upon notice to the Affiliate, either deactivate the service/terminate this Agreement or increase the Subscription Fees to be paid by the Affiliate without prejudice to any other rights available to it and the Affiliate agrees to pay the increased Subscription Fees in accordance with the provisions hereof, without raising any dispute in this regard.
- ix. The Affiliate shall ensure compliance of Schedule VII attached to the IC Regulations.

5.6 The Equipment:

a) The Affiliate will be entitled to obtain the Equipment from DNPL provided all the terms for subscribing the Channels have been agreed to and complied with by the Affiliate and the Interconnect Agreement has been executed by it. The details of IRDs and Viewing cards (VCs) issued to the Affiliate are mentioned in **Annexure C**.

b) The Affiliate shall at its own cost, collect the Equipment from the designated address of DNPL, which shall be returned on expiry/termination of this Agreement at the designated address of DNPL at its (the Affiliate's) own cost in the same condition subject to normal wear and tear. It is further agreed and reiterated that the Affiliate shall be entitled to use the Equipment subject to compliance of the terms and conditions of this Agreement.

c) The Equipment, so provided to the Affiliate, is and shall remain the property of DNPL and except as otherwise provided in this Agreement, no right, title or interest in the Equipment(s) shall pass to the Affiliate by virtue of this Agreement.

d) The Affiliate agrees not to tamper, alienate or part with possession of the Equipment(s) or pledge and/or create charge upon them to and/or in favour of any third party or to any other place than the Premises without the prior written approval of DNPL.

e) The Affiliate shall use and maintain the Equipment in accordance with the instructions of DNPL/manufacture and will keep the Equipment(s) in good repair/running condition and working order and have them insured at its own costs. The Affiliate assumes the risk of damage to the Equipment on collection and will indemnify to DNPL in case of loss or damage to the same. DNPL may replace the Equipment only in case of mal-functioning provided the Affiliate has used the same as per the instruction of DNPL or its manufacturer, however if it is found that the Affiliate has not used the Equipment as per the instruction of manufacturer/DNPL, the Affiliate shall be liable to pay the cost of the same. It is further agreed that DNPL shall not be liable to the Affiliate for any direct, indirect, special or

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consequential loss/damages arising out of or by using/ non-functioning of the said Equipment.

f) DNPL shall have no liability/obligation (direct or indirect) (except as stated in this Agreement) whatsoever under this Agreement, towards the Affiliate or any other person including the Subscribers, arising from and in respect to:

- i. any defect in the Equipment attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the DNPL/Manufacturer's instruction, or any use of the Equipment(s) with any apparatus or equipment not authorized/approved by DNPL; or any defect or damage in Equipment(s);
- ii. any action or failure to act or default on the part of any Equipment distributor or installer; or
- iii. any indirect or consequential loss resulting or any other default on the part of DNPL or any of its officers, employees, suppliers, distributors or agents or any vendor of Equipment(s).

g) DNPL shall be entitled to charge the rental fee and/or the Security deposit for the Equipment. Subject to terms and conditions of this Agreement, the Security Deposit shall be returned to the Affiliate, without any interest, on receiving back the Equipment(s) from the Affiliate, at the time of expiry/termination, in the same working conditions except normal wear and tear.

h) It is further agreed that in case the Affiliate fails to return the Equipment as per the terms of this Agreement, it shall be liable to pay the same subscription fee, in addition to any other penalty/damages to DNPL until the Equipment are returned by the Affiliate to DNPL.

i) The Affiliate shall ensure compliance and requirements of Schedule III attached to the IC Regulation.

5.7 Technical & Security measurement Obligations:

a) The Affiliate declares and agrees that it shall follow the technical conditions as Specified in **Annexure D** with respect to reception and distribution of the Channels.

b) Besides the technical conditions as Specified in Annexure D, the Affiliate declares and agrees that it shall follow the below mentioned specifications and conditions for distribution of the Channels:

- i. The Affiliate will maintain at its own expense a subscriber management system ("SMS") and Conditional Access System (CAS) which shall meet all the requirements as specified in IC Regulation including Schedule III of IC Regulation.
- ii. It (the Affiliate) shall install the highly secured and BIS Compliant CAS & SMS, which are linked and integrated, so as to generate true reports with respect to subscribers, subscription, activation/deactivation and re-activation through such SMS.
- iii. Both the CAS and SMS software must be from a reputed company in the business of protecting content for at least last 5 (five) years and must currently be successfully protecting at least Ten millions pay TV subscribers worldwide.
- iv. The Affiliates operating system should be able to handle and record individual channels, packages, tiers, discounts, free offers, promotional offers; activation/deactivation history with respect to each addressable device (IRD/VC) and

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each channel/service for every activation and deactivation in the system for a minimum period of 1 year.

- v. SMS of the Affiliate shall/must maintain/record a detailed database of the Subscribers which shall inter-alia include the name, address and the channels/tier/package(s) opted by the Subscribers, basic features of the contracts executed with the Subscribers such as date of contract, details of Customers Equipment, method of billing, payments and outstanding by the Subscribers etc. & administration of such features as per industry standards, handling complaints of the Subscribers.
- vi. The Viewing Card and the Set Top Box should be paired in such a way that without any of these individual components or changing any one of those should not enable the services. This combination should support fingerprinting and for any reason if the fingerprinting is not available on change of any of these components then the broadcaster has right to discontinue the services.
- vii. The Affiliate shall make available the channel wise history of all the authorizations/de- authorizations of all the CEs as and when required by DNPL.
- viii. The CAS of the Affiliate must have a log of all the actions performed on the CE at least for the past one year which shall inter-alia include activation/deactivation, FP triggers etc;

c) The Affiliate warrants and undertakes that the Channels/Services shall be provided to the Subscribers only through CAS/SMS and the details whereof shall be recorded along with authorization, billing and accounting through the said system and such system must have the features of finger printing (FP) and On Screen Display (OSD) to be shown on various location, frequencies and duration as advised by DNPL from time to time.

d) The Affiliate shall, prior to the commencement of the Term of this Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by DNPL.

e) The Affiliate shall install the process for Finger Printing, which should not be removable, whereby code words/numbers etc. are made to overtly appear on the screen of a television and/or covertly in the signal of the Channel that enables identification of the Viewing Cards being used to access the signal. With respect to Finger Printing the Affiliate shall ensure that:-

- i. Both CAS and STB should support both overt and covert fingerprinting. The background of OSD should be in different colours which includes no colour (blank) and fonts as advised by DNPL. In addition the co-ordinates of the finger printing should be in shifting mode and of multi-positioning; i.e. the place of display of finger printing should be kept on changing from time to time as advised by DNPL. The Overt FPs should be clearly visible, continuous and the frequency of display should be controllable as and when required as advised by DNPL. Display of FPs with varying length of time can be scheduled at different intervals as advised by DNPL;
- ii. The Finger Printing should be possible at any location and different location setting should be possible for different groups of STBs. In addition the Finger Printing should be displayed/defined by x - y coordinates on the TV screen and be capable of being displayed for varying length of time which can be scheduled at different intervals;

- iii. Subscriber Equipment should support both visible & invisible Finger Printing as well as OSD messaging;
 - iv. The Affiliate shall not resort to and/or use any method, technology, software now known or hereinafter devised to subvert the Addressable System to the detriment of the interests of DNPL;
 - v. Both CAS and SMS should be able to handle individual Channel/package of the Channels, discounts and promotional offer etc. and shall record/maintain all the details of the Subscriber/Service and its activation/deactivation records in truthful manner; and
 - vi. To have strict security measures against piracy of the viewing / smart card.
- f) In case the CAS/SMS of the Affiliate is found/ informed to be hacked/defective, the Affiliate shall change or upgrade its CAS/ SMS at the earliest. The Affiliate agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of DNPL and shall also extend all co-operation to DNPL as may be required by it (DNPL) for taking necessary action against such infringement.
- g) The Affiliate undertakes that all the Subscriber's Equipment (STB & VC etc.) are sold/installed together as a pack and only at Subscriber Premises after due verification of the same and the installation of the Equipment would be done by the Affiliate or its authorized agents.
- h) The Affiliate warrants and undertakes to comply with the 'Digital Addressable cable TV Systems Requirements' as stated in Schedule III of IC Regulations.
- i) In case the security of CAS/SMS is breached, or if the Services are viewed through without FP or OSD, DNPL reserves the right to discontinue its services as per the terms of this Agreement without prejudice to any other rights.
- j) EPG: The parties agree to the Logical Channel Numbers for each of the Channel from time to time and the Affiliate agrees not to disadvantage any of the Channels or otherwise treat the Channel less favourably with respect to the competing channels and the LCN of the Channels shall not be changed without approval of DNPL. In case the Affiliate distributes the copy of EPG to its Subscribers a copy of such would be sent to DNPL also. The Local Channel Number once assigned to a particular television channel shall not be altered by the Affiliate for a period of at least one year from the date of such assignment, unless the said channel itself becomes unavailable on the Distribution Platform of the Affiliate by reason of default of DNPL in maintaining required permission for operating its channels and complying with applicable codes, guidelines or any other reason.
- k) If DNPL changes the genre of a particular Channel, then the Local Channel Number assigned to that particular Channel shall be changed to place such channel together with the channels of new genre in the EPG.
- l) It is agreed that the Affiliate shall ensure that the LCN for each of the Channel shall remain within the LCNs genre of that particular channel as registered, e.g. the Movies Now Channel should be allotted an LCN within the range allotted to the English Movies Channels genre.
- m) The Affiliate acknowledges and undertakes to maintain the High Definition of HD formatted channels such as _____. The Affiliate agrees to comply with the Technical Aspects of the Channels as provided in Annexure D to this Agreement in addition to other HD format requirement and the advice of DNPL from time to time in this respect.

5.8 Inspection & Audit:

- a) The Affiliate shall, once in a calendar year, cause audit of its subscriber management system, conditional access system and other related systems by an auditor to verify that

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the monthly subscription reports made available by the Affiliate to DNPL are complete, true and correct, and issue an audit report to this effect to DNPL.

b) That the TRAI may empanel Broadcast Engineering Consultants India Limited (BECIL) or any other auditors for the purpose of such audit and it shall be mandatory for the Affiliate to cause audit, under this clause, from any one of such empaneled auditors.

c) That any variation, due to audit, resulting in variation of more than zero point five percent of the billed amount, may require revision of the invoices already issued and paid, at the sole discretion of DNPL.

d) In cases, where DNPL is not satisfied with the audit report received or, if in the opinion of DNPL the addressable system being used by the Affiliate does not meet requirements specified in the Schedule III, it shall be permissible to DNPL, after communicating the reasons in writing to the Affiliate, to audit the subscriber management system, conditional access system and other related systems of the Affiliate, not more than once in a calendar year:

Provided that if such audit reveals that additional amount is payable to DNPL, the Affiliate shall pay such amount, along with the interest at the rate specified by DNPL in this Agreement, within ten days and if such amount including interest due for any period exceed the amount reported by the Affiliate to be due for such period by two percent or more, the Affiliate shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future:

Provided also that it shall be permissible to DNPL to disconnect signals of its Channels, after giving written notice of three weeks to the Affiliate, if such audit reveals that the addressable system being used by the Affiliate does not meet the requirements specified in the Schedule III of IC Regulation.

5.9 Subscription Fee and other charges/payment:

a) **Subscription Fee:** Subscription Fee shall be calculated on the basis of Operator Rate payable to the Broadcaster, for each of subscriber that has subscribed such channel(s) or bouquets on the basis of monthly subscription report, and as per the calculation as set out in **Annexure I** of this Agreement. DNPL shall issue monthly invoice to the Affiliate for 'Subscription Fee' payable by the Affiliate and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date for payment. The Subscription Fees payable to DNPL by the Affiliate shall be exclusive of any tax and the same shall be paid by the Affiliate in addition (over and above) the Subscription Fees.

That in case Affiliate fails to provide the monthly subscription report within the period of seven days from the end of the calendar month, DNPL shall have the right to raise a provisional invoice, for an amount increased by ten percent of the 'Subscription Fee' payable by Affiliate to DNPL for the immediate preceding month, and Affiliate shall be under obligation to make the payment on the basis of such provisional invoice.

That it shall be mandatory for DNPL and Affiliate to carryout reconciliation, between the provisional invoice and the final invoice raised by DNPL on the basis of the monthly subscription report sent by Affiliate, within three months from the date of issue of such provisional invoice.

b) **Distribution Margin:** For the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to subscribers, DNPL shall offer distribution Margin at **twenty percent (20%)** of the Maximum Retail Price of a-la-carte rate of the Channels or bouquets of Channels, as the case may be, to the Affiliate.

c) **Other Payment terms:** The Subscription fee/Charges shall be paid by the Affiliate monthly in arrears, without any deduction, in the following manner:

- i. The Affiliate shall make the payment within the Due Date.
- ii. DNPL reserves its right to revise the aforementioned Subscription fee/Price of the Channels in accordance with the applicable statutes pursuant to any new regulations/orders notified by the TRAI/MIB or any other quasi-judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority without any further intimation or action. Upon such revision, the Affiliate agrees to pay the revised Subscription Fee with immediate effect within the

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Due Date, without raising any dispute. It is further agreed that in case the Affiliate has paid any fees in advance, the differential amount of the subscription fees, from the effective day of such revision will be paid by the Affiliate on a pro rata basis within a period of seven days from the receipt of the notice of revised fee from DNPL.

- iii. It is expressly agreed between the Parties that the Affiliate shall be liable to pay the Subscription Fee irrespective of the fact whether the Affiliate is able to collect the same from its Subscribers or not.
- iv. In addition, the Affiliate shall be liable to bear and pay all the (present and future) applicable taxes & duties (including GST) and any other payments statutorily required to be made by the Affiliate with respect to subscription and distribution of the Channels/Service. In case DNPL is required to make any such payment on behalf of the Affiliate, the Affiliate shall reimburse the same to DNPL within seven days of demand made by DNPL along with the copy of payment of the said dues, without raising any dispute.
- v. All payments shall be paid net of all taxes and charges or levies and any bank transfer or similar fees or charges and the liability of all taxes & duties including the Service tax or statutory charges shall be solely of the Affiliate. All the dues as mentioned in the Agreement shall be paid by the Affiliate without any deduction or

set-off, by way of a DD/pay order/Cheque payable at par which shall be drawn in favour of **“Direct News Private Limited”**.

However it is clarified and agreed that all the above payments shall be free of and not be reduced by any tax, levy or charges except for Tax Deduction at Source as per Indian Income Tax Act, 1961. The Affiliate shall issue the TDS certificate for such deducted tax within the statutory time provided for furnishing it under the Income Tax Act, 1961 and amendments thereof from time to time. TGBCL shall be entitled to collect the Subscription Fee/Charges from the Affiliate and all dues/payments payable in terms of this Agreement shall be paid by the Affiliate by way of a DD/pay order/cheque (payable at par) in favour of **“Direct News Private Limited”**.

- vi. In case any of the above payment is not paid by the Affiliate on or before the due date, DNPL shall be entitled to charge the interest at the rate of 24% p.a. from the due date till the said amount is paid, which shall be without prejudice to other rights available to DNPL which inter-alia includes de-activation of the Service and /or terminate the Agreement in accordance with the provisions of law. The imposition and collection of interest on late payment of Subscription Fee does not constitute a waiver of the Operator's absolute obligation to pay the Subscription Fee within the Due Date.
- vii. It is agreed between the parties that the receipt of money by DNPL shall not prevent DNPL from questioning the correctness of any statement submitted by the Affiliate.

5.10 Intellectual Property Rights:

- a) The Affiliate acknowledges and agrees that DNPL and/or the Channel Broadcaster is/are and shall remain the sole and exclusive owner(s) of the Channel(s) and contents thereof and all rights including Intellectual Property Rights vested therein shall be the sole and exclusive property of DNPL.
- b) The Affiliate shall use the signals only for distributing the same to its Subscribers and shall neither record, duplicate, transmit by any means or otherwise use the Channels or any part thereof nor allow any person to do so.
- c) The Affiliate undertakes that it shall distribute and ensure continuous distribution of the Service in the designated Territory and Authorized Language only in its entirety and in the same manner as it is received without any disturbances, disruptions/interruptions, editing, modification, including any scrolling, imposing or superimposing of advertisements, incorporating sub-titles or otherwise tampering with the telecast/content,

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editing, voice over etc., interference, de-modulation. The Affiliate shall make the signals available to its Subscribers without any disturbance, disruption and/or blacking it out and shall also ensure that the signals of the Channel(s) shall be available to the Subscribers in continuity without any disturbance, disruption and/or blacking it out in any manner whatsoever.

d) The Affiliate further undertakes to abide by the provisions of the Copyright Act, 1957 (amended from time to time) and rules thereof and further undertakes not to do any act which violates the rights of DNPL provided under this Agreement.

e) The Affiliate agrees that it has not and shall not:

- i. acquire any proprietary rights in any of the contents of the Channels and/or logo, trade mark/name thereof by reason of this Agreement or by reason of performance pursuant to this Agreement;
 - ii. acquire any ownership or other rights with respect to the Subscribed Channel(s) or in any of the contents of the Channels and/or logo, trade mark/name thereof except as expressly granted in this Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights pertaining to the Subscribed channels as granted in this Agreement;
 - iii. acquire any proprietary or other rights in the trade names/marks and logo to which DNPL and/or Channel Owners assert proprietary or other rights, which DNPL may inform the Affiliate from time to time in writing and agrees not to use the same in any corporate or trade name;
 - iv. apply for registration of the trade name as a trade mark and not to interfere in any manner with respect to registration by DNPL nor attempt to prohibit the use or registration of the trade name or any similar name or designation by DNPL;
 - v. use any name or mark, logo similar to or capable of being confused with the trade Name or the mark/logo of the Channel and/or DNPL/Channel owners;
 - vi. remove any name or mark including fingerprinting from the Services;
 - vii. cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so;
 - viii. refrain from distribution of the Channel(s) and shall distribute the same without any disruption, interruption and blacking out; and
 - ix. change or use the language of the Channel(s) other than the authorized one.
- f) In case the Channels are not distributed as per the terms of this clause, DNPL shall be entitled to terminate this Agreement and recover damages from the Affiliate without prejudice to any other rights available to it.
- g) The Affiliate may place its logo/FP on the Channels provided it shall not hide/mask the logo/FP of DNPL/Channel Owners and its placement shall be determined in consultation with DNPL to ensure the same.
- h) The Affiliate shall not push any content (except its Finger Printing) on to the Set Top Boxes, and there shall not be any automatic advertisement skip function and the Affiliate shall not create a virtual VOD or other on demand service with respect to the Channels.

5.11 Anti-Piracy Obligations & Measures:

- a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the Affiliate shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures as may be specified, in a non-discriminatory manner in writing, from time to time, by DNPL. In addition, the Affiliate shall ensure to employ, maintain and enforce a Security System which shall inter-alia include the fully effective conditional access delivery and content protection and Security System in order to prevent theft, piracy, unauthorized distribution/retransmission, copying or duplication of the Channel(s) or any part thereof.
- b) The Affiliate represents and warrants that it has the adequate system, processes and controls in place regarding distribution of Set Top Boxes and preventing Piracy and shall

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take all the necessary legal/technical and administrative steps/actions to prevent the piracy and unauthorized access of the Channel(s)/Service.

c) The Affiliate undertakes to notify to DNPL of any suspected and/or actual infringement of the Intellectual Property and/or unauthorized distribution of the Channels, and to take all necessary steps and actions, after taking the approval from DNPL, to prevent any unauthorized access to/piracy of DNPL Channels in the Territory and will regularly provide to DNPL updated piracy reports on quarterly basis. The Affiliate also agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of DNPL and shall also extend all co-operation to DNPL as may be required by it (DNPL) for taking necessary action against such infringement.

d) The Affiliate shall deploy Finger printing (FP) mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its DAS Platform at least every 10 minutes on 24 x 7 x 365 basis. In addition, the Affiliate shall ensure that the FP of DNPL should pass through all the STB/TV sets without being masked or tampered with respect to time, location, duration and frequency.

e) The Affiliate shall also display the Water mark and other measures as approved by DNPL in order to detect the piracy. The FP should be on the top of any other display OSD including programme and should not be removable by the Subscriber or any other person.

f) The Affiliate shall ensure that all Set Top Box(s) should support both visible and covert FP and it (the Affiliate) should be able to operate the FP of all the Subscribers.

g) The FP & OSD should not be removable by the Subscriber and should be controllable as and when required. In addition, the Affiliate shall provide the FP (both overt and covert) at the scheduled time, location, duration, color and on demand of DNPL with a notice of 30 minutes. FP should be displayed at least for 30 seconds and after every 10 minutes.

h) The Affiliate shall ensure the address and authorized usage of the Subscriber before setting up/installation and activation of Subscriber's Equipment and shall have a system in place for ensuring the utilization of those Equipment as per the terms of this Agreement so as to prevent/minimize the Piracy of the signals of the Channels.

i) The Affiliate shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Affiliate at the time the Channels are made available. If the Affiliate becomes aware that any unauthorized party is recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Affiliate shall within ten minutes of so becoming aware of such recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify DNPL and the Affiliate shall also switch off the concerned Set Top Box to prevent such unauthorized use.

j) The Affiliate further undertakes to notify to DNPL of any suspected and/or actual infringement of the Intellectual Property/Piracy of the Channels of DNPL (such event includes - receiving/usage/distribution of the Channels for commercial purpose by the Subscribers or any other person without the authorization of DNPL, receiving/ usage/ distribution of the Channels by the Cable Operators, receiving/usage/distribution of the Channels by the unauthorized Commercial Subscribers, Mass display such as in Cinema, PVA, any large gathering or otherwise by any person without authorization of DNPL) through its DAS Platform and shall take all necessary steps and actions as advised by DNPL from time to time. The Affiliate is also authorized to take legal steps (including criminal proceedings) in its own name after taking the approval from DNPL, to prevent any unauthorized access to/piracy of DNPL channels in the Territory and will regularly provide to DNPL updated piracy reports on quarterly basis.

k) If so instructed by Information (as defined below) by DNPL, the Affiliate shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from DNPL. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by DNPL representatives through other means of communications such as telephonic message, fax etc and the said "Information" shall later be confirmed by DNPL through e mail and the Affiliate shall be under obligation to act upon such Information.

l) The finger printing shall be both overt and covert and should be in different colours as advised by DNPL. In addition, the co-ordinates of finger printing should be in shifting mode and of multi-positioning; i.e. the place of display of finger printing should be kept on changing from time to time. Such finger printing should be displayed for such period and /or for such interval as may be advised by DNPL from time to time. It is further agreed that the FP of DNPL shall pass through without masking or tampering with respect to time, location, duration and frequency. The Affiliate agrees to display the Finger Printing and/or OSD at the scheduled time, location, duration as advised by DNPL by a written 15 minutes notice.

m) It is further agreed that in case the Channels are not distributed as per the terms of this clause and/or in case DNPL finds that the Affiliate is not taking adequate steps to prevent piracy as advised by DNPL, DNPL shall be entitled to deactivate the service and/or terminate this Agreement immediately without prejudice to any other rights available to it including to claim damages from the Affiliate.

6.0. REPRESENTATIONS AND WARRANTIES

6.1 DNPL represents and warrants that it:

- a) has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder; and
- b) shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels.

6.2 The Affiliate represents and warrants that it:

- a) has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder;
- b) has obtained and shall continue to have all licenses, approvals, authorization, permissions, registrations and permits necessary for receiving and distributing the Channels/Service;
- c) shall pay to DNPL the subscription fee and revision thereof along with all the taxes and duties in time;
- d) shall distribute the Service only in accordance with the terms of this Agreement in the same mode/Format as received by it from DNPL and in its entirety without any modification, disruption/interruption, change of format and black out;
- e) shall not discriminate the Channels with any other channels being distributed by the Affiliate of the same genre and shall not place/price the Channels in non-advantageous/dis-advantageous position compared to any other channel in the same genre.
- f) shall provide access of the Services only to those Subscribers who have the STB and whose details have been duly recorded in the SMS of the Affiliate;

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- g) shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels and comply with all of its obligations as specified in this Agreement;
- h) shall maintain the quality/Format and standards for the respective Channels;
- i) will not unilaterally, in any manner and for any reason whatsoever, alter, modify and/or change the Language of the content of the Channels;
- j) shall ensure the compliance of the terms of this Agreement by its authorized Cable Operators;
- k) shall provide the true, correct and updated subscriber details to DNPL as per the terms of this Agreement;
- l) cause continuous distribution of the subscribed Channels to all its Subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever;
- m) shall ensure that its Subscribers shall always be in compliance and shall comply with of all the applicable terms of this Agreement;
- n) shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through and interconnected with SMS only;
- o) shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Channels at the time of retransmission, except the Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more 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;
- p) shall always encourage the Subscribers to subscribe/avail and view all the Subscribed Channel(s). Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers from subscribing/availing and viewing the Subscriber Channel(s), nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s); and
- q) upon change in the designated satellite of the Subscribed Channels, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.

6.3 The Affiliate recognizes that it has been authorized to subscribe and distribute the Channels/Service, in reliance upon the representation, warranties and declaration made by it. The Affiliate further recognizes and undertakes that it has read and understood all the terms and conditions of this Agreement and is fully aware of the same and executed this contract with free consent.

6.4 The Affiliate agrees with DNPL that each warranty which is set out in this Agreement or which could be treated as a separate warranty shall be construed independently of any other. Each of the warranties is a separate and independent warranty, representation and undertaking and the rights of DNPL under, and the meaning given to, any one such warranty shall not be restricted by reference to any other warranty.

7.0. DEFAULTS, DEACTIVATION & INDEMNITIES

7.1 DNPL may, de-activate the Services of the Affiliate in accordance with the relevant provisions of the applicable statutes, upon termination/expiry of this Agreement, in case any of the representation and/or warranty made by the Affiliate is found to be incorrect and/or if the Affiliate fails to perform its duty and/or carry out its obligations as mentioned in this Agreement, particularly the obligation of making timely payment, distributing the

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Services otherwise than through DAS Platform, non-providing the true details of its Subscribers and distribution of the Channels to the Subscribers not declared to DNPL, distribution of the Channels/Service outside the Territory, despite not curing the breach even after receiving a notice of breach/cure from DNPL.

If the Affiliate fails to adhere to its obligations as mentioned in this Agreement, it shall be deemed to be of unauthorisedly receiving/transmitting signals and DNPL shall be entitled to deactivate/disconnect the signals of the Subscribed Channels without prejudice to any other rights / remedies available to DNPL including termination of this Agreement and claiming appropriate damages.

7.2 It is further agreed that in case the Services are de-activated due to any default of the Affiliate, DNPL shall be entitled to charge the cost of deactivation and/or reactivation from the Affiliate.

7.3 In case any statement, representation or warranty of the either party set-forth herein is found to have been materially incorrect or untrue for any reason or resulting from any cause whatsoever, the Defaulting party (who made the wrong representation, statement etc.) shall be fully liable to the other (Non Defaulting Party) for any and all liability, damage, costs, and expense including attorney fees, arising from such mis-representation or incorrect statement.

7.4 The Affiliate agrees to indemnify, defend and hold harmless DNPL and the Channels' Broadcasters, its affiliates, assigns and successors etc., as the case may be; and each of its directors, officers and employees and keep them fully indemnified and harmless against any and all losses, liabilities, claims, costs, damages and expenses which may be incurred or suffered by DNPL (and/or by them) and which may arise out of or result from:

- a) Non/part performance/compliance of the provisions of, and/or failure of its obligation and/or breaches of any terms and condition by it as specified in this Agreement;
- b) any breach of any Warranty(ies), obligation(s), covenants or this Agreement of the Affiliate contained in this Agreement;
- c) any and all actions, suits, proceedings, claims, judgments, costs, expenses incurred in enforcing this indemnity;
- d) any third party claims made for loss or damage of whatever description caused to such or any other third party as a result of the activities under this Agreement.

7.5 The Affiliate further agrees to compensate DNPL for any liability incurred to third parties due to any breach of any of the terms and condition of this Agreement and/or for any use of the Intellectual Property otherwise than in accordance with this Agreement by it or its Agent(s).

7.6 It is agreed that DNPL/Channel Broadcaster shall not be liable for any claim in the following events:

- a) Change of schedule and/or withdrawal of any program from the Channel.
- b) Withdrawal, discontinuation, interruption or suspension of any Channel or programs by the Channel Owners or otherwise.
- c) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of DNPL.

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d) Discontinuation/withdrawal of any Channel as per the terms and conditions of this Agreement.

e) In case of non-performance due to any order passed by any court/tribunal/judicial or administrative authority/association or event of Force-majeure.

7.7 DNPL shall also not be liable to the Subscriber or to any other person for all or any indirect, direct, special, incidental or consequential damages arising out of or in connection with the provision of the Channels/Services or inability to provide the same whether or not due to suspension, interruption or termination of the Services or for any inconvenience due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. The Affiliate undertakes that it shall be solely responsible for dealings with its Subscribers and shall be liable for any claims, actions, demands, proceedings by the Subscribers and shall keep and hold DNPL and Channel's broadcasters harmless and indemnified in this regard.

7.8 Subject to Clause 7 and 8 of this Agreement; neither party shall claim indemnification against third party claims or non-operation of facilities or non-supplying of the Channels if the same is due to of failure of Equipment(s), satellite malfunction, natural calamity or any other reasons of beyond reasonable control of the party including force majeure.

8.0. TERMINATION

8.1 This Agreement and all rights granted herein and obligations of the parties shall be binding for validity of the Term of this Agreement and shall automatically come to an end by efflux of time on completion of the Term.

8.2 However, DNPL may, terminate this Agreement (prior to the Term of this Agreement) at any time by giving at least 21 days prior written notice to the Affiliate.

8.3 In addition, DNPL shall be entitled to terminate the Agreement in the event of a breach of any of the undertakings, obligations, representations and/or warranties given by Affiliate), and in the event the same is not cured within the time 15 days from date of receipt of Notice of default.

8.4 In case of the following events and subject to applicable statutes, DNPL may record termination with immediate effect:

a) If the Affiliate's license to operate as Distribution Platform Operator or its authorized Distributor Platform providing the distribution service is revoked, cancelled and/or not renewed;

b) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Channels in the Territory;

c) In case of amalgamation, consolidation or reorganization, bankruptcy or insolvency of the Affiliate;

d) In the event of assignment of this Agreement by the Affiliate without prior consent of DNPL;

e) If the Affiliate in any manner jeopardizes the intellectual property rights of DNPL in the subscribed channels or part thereof and/or disrupts/interrupts/blacks out the signals of the Channels and/or indulges in Piracy; or

f) Winding up of the business of the Affiliate voluntarily or through court order for winding up the Affiliate company, or the appointment of a liquidator.

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8.5 Notwithstanding anything mentioned in this Agreement, the Affiliate shall be bound to give minimum 90 days advance written notice to DNPL in case of:

- (i) amalgamation, merger, consolidation or reorganization of the Affiliate;
- (ii) proposed discontinuation of operation of the Affiliate's Distribution Platform; or
- (iii) Winding up of the business of the Affiliate.

Further, notwithstanding anything mentioned in this Agreement, for termination of this Agreement or disconnection of signals of television channels of DNPL for the reasons listed in this clause, the Affiliate shall be bound to give 90 days advance written notice to DNPL.

9.0. POST TERMINATION/EXPIRY/DEACTIVATION COVENANTS

9.1 It is hereby agreed that any default/failure by the Affiliate of any terms and conditions mentioned in this Agreement, shall entitle DNPL to disconnect the Services and /or terminate this Agreement without prejudice to any other rights available to it. However, DNPL may at its discretion, waive its right to disconnect the Service and/or terminate this Agreement, upon such terms and conditions as it may deem fit and proper.

9.2 The de-activation and/or termination of this Agreement, pursuant to the terms of this Agreement shall be without prejudice to any rights which have already accrued to either party under this Agreement. Where the Services are de-activated and/or Agreement is terminated due to any defaults of the Affiliate, upon such deactivation/termination, the

entire Subscription fee, for the Term and all sums due and payable by the Affiliate to DNPL, shall forthwith become and remain due and payable.

9.3 Upon expiration/termination of this Agreement:

a) all rights granted to and obligations undertaken by the Parties hereunder shall cease to have effect and terminate immediately except for the Affiliate's obligations:

- i. to pay all amounts or Subscription Fees or other dues including damages, if any, accrued hereunder upon or prior to the expiration or termination of this Agreement;
- ii. with respect to indemnity and confidentiality and;
- iii. such other rights as may accrue upon DNPL under the laws of India.

b) The Affiliate shall forthwith:

- i. Stop distributing the Channels to its Subscribers.
- ii. Stop representing itself as the Affiliate of DNPL.
- iii. Stop using channel logos/marks etc.
- iv. Cease to use the Intellectual Property of DNPL/Broadcaster(s).
- v. Sign such document/confirmation of cessation of use of Intellectual Property as DNPL may require.
- vi. Return back to DNPL all the Equipment(s) in the same conditions as it were made available to the Affiliate subject to normal wear and tear, failing which the Affiliate shall be required to pay the Subscription Fee till the date the Equipment are returned without prejudice to any other rights available to DNPL.
- vii. Return back to DNPL all the material/documents/property of DNPL.

9.4 It is agreed that notwithstanding anything contained in the Subscribers Contract(s) with the Affiliate; execution of this Agreement with the Subscribers by the Affiliate shall not entitle the Affiliate to receive the Channels/Service from DNPL, post expiry/termination of this Agreement and in case the services are deactivated due to any default by the Affiliate.

9.5 Continuation of Service: In case the Services are continued to be provided by DNPL by inadvertence or otherwise even after expiry/termination of this Agreement, the Services will be deemed to be provided on monthly basis on the same commercial terms and conditions unless otherwise determined. It is clarified that the month will be the Calendar month i.e. the beginning of the month will commence from the first day of month and not from any other date. In case the Services are to be withdrawn/ deactivated at any stage any party shall send 21 days' notice to other party for such termination. The Affiliate shall be under the obligation to make the payment for the period during which such Services were received by him.

10.0 MISCELLANEOUS

10.1 Entire Agreement: The Affiliate acknowledges that this Agreement contain(s) the whole Agreement between the parties and it has not relied upon any oral or written representations made to it by DNPL or its employees or agents and has made its own independent investigations into all matters relevant to the business. It is further agreed that this entire Agreement supersedes all prior Agreements, arrangements and understandings between the parties, written or oral, on the subject matter herein.

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10.2 Modifications & Severability: Subject to terms agreed upon in this Agreement, any amendment/modification in this Agreement shall be subject to terms of this Agreement and will be affected in writing with the mutual consent of both the parties. The parties further agree that any provision of this Agreement, which is invalid, illegal or unenforceable in any respect, shall be ineffective to the extent of that invalidity, illegality or unenforceability, without prejudice to the continuing operation of the remaining operation of the remaining provisions of this Agreement.

10.3 Binding Nature: All obligations and benefits arising under this Agreement shall be binding on the parties and to the respective assignees, transferees and successors of the parties hereto.

10.4 Relationship of the parties: The relationship between DNPL and the Affiliate is "Principal to Principal". The parties shall not be deemed as partners or joint ventures nor is the Affiliate authorized to act as agent of DNPL.

The Affiliate shall not attempt to incur any liability on behalf of DNPL and shall not hold itself out to any third party as being able to do so. Also there will be deemed to be no privity of contract or direct contractual relationship of DNPL and the Subscribers of the Affiliate.

10.5 Confidentiality: The Affiliate agrees to keep all information with respect to Channels, its subscription, terms of this Agreement, strategy and volume of business of DNPL as confidential, at all times. All data relating to DNPL Subscribers must be kept in strict confidence. The Affiliate hereby undertakes to keep confidential and not publish any material/information provided by DNPL which has been disclosed to the Affiliate under this Agreement. This clause will survive for a period of one year even after termination/expiry.

In case either party is required to disclose the information by any governmental or judicial order, in which case the party so required shall give the other party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other party's sole costs;

10.6 Force Majeure: The Parties agree that neither party shall be liable for any delay in performing, or failing to perform, any or all of its obligations under this Agreement resulting from any event beyond their reasonable control, which may affect the reception/distribution of signals of the Channels to the Subscribers. The party so affected by such force majeure shall give a prompt notice to the other party explaining in detail the event of force majeure and the effect thereof.

Force Majeure will include any war, order of any court/tribunal or any other statutory/administrative authority, direction of any legitimate association/federation, civil commotion, strike, governmental action, lockout, accident, epidemic, satellite malfunction/jamming/failure or any other event of any nature or kind whatsoever beyond the control of either party that directly or indirectly hinders or prevents it from commencing or proceeding with consummation of the transactions contemplated hereby. It is agreed between the Parties in lack of funds shall not in any event constitute or be considered an event of force majeure.

It is further agreed that failure on the part of either party to perform any of its obligations (including the non-furnishing of the Service) shall not entitle the other to raise any claim against other or be a breach hereunder to the extent that such failure arises from an event of force-majeure. If through force majeure, the fulfillment by either party of any obligation set

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forth in this Agreement will be delayed, the period of such delay will not be counted in computing periods prescribed by this Agreement.

If the condition of force majeure shall continue for a period exceeding two months, then the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either party to the other, on the thirtieth day after the notice is given.

10.7 Assignment: Subject to the provisions of this Agreement, the Affiliate shall not transfer/assign its Rights and obligations as agreed to in this Agreement, or part thereof to any other person/association/Company/Affiliate/network etc. without the prior written approval of DNPL and any such transfer/assignment shall be illegal and impermissible without authorization.

In the event the Affiliate fails to comply with any of the above provisions, DNPL shall be entitled, at its sole discretion, to terminate this Agreement immediately and/ or deactivate the services of the Affiliate without prejudice to any other rights available to it (DNPL).

Consequent upon the consent of DNPL to such assignment/transfer under the provisions hereof; a separate agreement will be executed with the new party and this Agreement will be deemed to be terminated from the date of execution of new agreement.

It is clarified and agreed that for above-said transfer/assignment a written approval of DNPL is required and mere intimation by the Affiliate for any such transfer/extension will not be deemed as consent of DNPL. DNPL will have the right of assigning the rights of this Agreement to any person at its sole discretion.

10.8 Obligations surviving termination of Agreement: It is mutually agreed between the parties that the obligations contained in this Agreement in Clauses 5.5(b) (Subscriber Report), 5.9 (Subscription Fee and other Charges/Payments) and 10.5 (Confidentiality) shall survive the termination of this Agreement, and the respective parties shall be liable to perform their part of the obligation in the same manner as specified in the aforesaid clauses even upon the termination of this Agreement.

10.9 Notices: All notices, requests, consents and other communication under this Agreement ("Notices") shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery (iii) first class courier of good repute (iv) facsimile backed by an electronic mail (E-mail) to

I. DNPL at _____ marked to the attention of Head Legal (Broadcasting Division);

II. the Affiliate at (Registered Office): _____

Any Notice given in accordance with:

- a) point (i) above, shall be deemed to have been given five (5) days after having been dispatched;
 - b) point (ii) above, shall be deemed to have been given on the same day of dispatch;
 - c) point (iii) above, shall be deemed to have been given one (1) day after having been dispatched;
 - d) point (iv) above, shall be deemed to have been sent on the receipt of confirmation.
- The Notices should be sent to the registered office(s) of the Parties.

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10.10 Grievance Officer and Request for receiving the interconnection: DNPL has designated its Grievance Officer to receive request for receiving interconnection from distributors of television channels and grievance redressal thereof. The details of Grievance Officer is as under:

Sr. No.	Name of Designated Person	Contact Number	Email
1	Manoj Kumar Aggarwal	+91 9868443431	manoj.kumar.aggarwal@itvnetwork.com

10.11 Change of address: Each of the parties shall give notice to the other of change of any address or telephone/fax or similar number within 48 hours of such change.

10.12 Waiver: The failure, delay or waiver of one instance of a breach by DNPL to enforce any right or any of the terms or conditions of this Agreement shall not be a waiver of the right and DNPL shall be entitled to enforce the same at any time subsequently.

10.13 Governing Law and Dispute Resolution: The rights and obligations of the parties under this Agreement shall be governed by a n d un de r the laws of India. Any disputes or differences pertaining to this Agreement, will be adjudicated by the Appellate Tribunal i.e. Telecom Disputes Settlement and Appellate Tribunal (“TDSAT”) as provided under the TRAI Act 1997. However DNPL shall be entitled to take any action against the Affiliate under any other respective applicable statute such as Copyright Act, 1957 etc. in any court of respective jurisdiction.

IN WITNESS WHEREOF this AGREEMENT has been executed by the duly authorized representatives of DNPL and Affiliate as of the date signed below:

For and on behalf of Direct News Private Limited	For and on behalf of _____ (Affiliate)
Name:	Name :
Title :	Title :
Witnessed By	Witnessed By
Name:	Name :
Title :	Title :

DNPL _____

Affiliate _____

ANNEXURE A
CHANNEL RATE CARD

A-LA-CARTE CHANNELS						
S. No.	Channels	A-la-carte MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes) (in Rs.)	Genre	Language	Tick / Cross
1	NewsX	1.00	0.80	News & Current Affairs	English/Hindi	

BOUQUET-1				
S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/Cross
1				

BOUQUET-2				
S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/Cross
1				

BOUQUET-3				
S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/Cross
1				

BOUQUET-4

S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/Cross

ANNEXURE B

SUBSCRIPTION REPORTS

A: Monthly subscription reports of channels or bouquets to be provided by a distributor of television channels to a broadcaster.

Reported Month:_____ Year:_____

A.1 Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in tables-1, 2 and 3 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Table 1- Monthly subscription for a-la-carte channels

Sl.	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	Monthly subscription of the channel
(1)	(2)	(3)	(4)	(5)	(6)	$(7)=[(3)+(4)+(5)+(6)]/4$
1.						
2.						

Table 2- Monthly subscription for bouquets (DNPL's) of pay channels

Sl.	Name of the bouquet of pay channels	Name of constituent channels of the bouquet of the broadcaster	Number of subscribers of the bouquet on 7th day of the month	Number of subscribers of the bouquet on 14th day of the month	Number of subscribers of the bouquet on 21st day of the month	Number of subscribers of the bouquet on 28th day of the month	Monthly Subscription of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	$(8)=[(4)+(5)+(6)+(7)]/4$

Table 3- Monthly subscription for bouquets of pay channels of different broadcasters, packaged by the Affiliate

Sl.	Name of the bouquet of pay channels	Name of constituent channels of bouquet of different broadcasters	Number of subscribers of the bouquet on 7th day of the month	Number of subscribers of the bouquet on 14th day of the month	Number of subscribers of the bouquet on 21st day of the month	Number of subscribers of the bouquet on 28th day of the month	Monthly Subscription of the bouquet Of

							different broadca sters
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4) +(5)+(6) +(7)] /4

Note:

1. Each active set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the distributor of television channels, shall constitute one subscriber.
2. The reports shall be generated in non-editable PDF format, with read only permissions.

ANNEXURE C

Equipment Details:

S. No.	Channel Name	IRD No.	VC No.

ANNEXURE D
TECHNICAL SPECIFICATIONS

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS) for implementation of Digital Addressable Systems

A. STB Requirements:

1. All the STBs should have embedded Conditional Access.
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be BIS compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

B. Fingerprinting Requirements:

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

C. CAS & SMS Requirements:

1. The current version of the conditional access system should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
5. The CA company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:

- a) Unique Customer Id
- b) Subscription Contract no
- c) Name of the subscriber
- d) Billing Address
- e) Installation Address
- f) Landline no
- g) Mobile No
- h) Email id
- i) Channels or Bouquet or Subscriber Package subscribed to
- j) Unique STB No
- k) Unique VC No

8. The SMS should be able to undertake the:

- a) Viewing and printing historical data in terms of the activations, deactivations etc
- b) Location of each and every set top box/VC unit
- c) The SMS should be capable of giving the reporting at any desired time about:
 - i. The total no subscribers authorized
 - ii. The total no of subscribers on the network
 - iii. The total no of subscribers subscribing to a particular service at any particular date.
 - iv. The details of channels opted by subscriber on A-la-carte basis.
 - v. The Bouquet / Subscriber Package wise details of the channels in the Bouquet.
 - vi. The Bouquet / Subscriber Package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package.
 - viii. The history of all the above mentioned data for the period of the last 2 years

9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.

10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.

11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular Bouquet / Subscriber Package.
12. The SMS should be able to generate itemized billing such as content cost, rental of the equipment's, taxes etc.
13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.

D. HD Set-Top-Box Requirements:

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

ANNEXURE E
SCOPE OF AUDIT

I. Head End Audit

- i. should provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose.
- ii. AFFILIATE to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
- iii. TS from MUX should be encrypted for the territory.
- iv. AFFILIATE to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
- v. All Pay Channels IRDs to be provided to AFFILIATE's by Company should have SDI/Composite/ SDI output only. Company should not give IRDs with ASI/IP output or CAM Module.

II. CAS Audit:

- vi. AFFILIATE to provide all below information correctly: Make & version of CAS installed at Head End.
- vii. CA system certificate to be provided by AFFILIATE.
- viii. CAS version installed should not have any history of hacking, certificate from CAS vendor required.
- ix. CAS system should support at least 1 million subscribers. CAS vendor should provide certificate among TR/OSL/Logistic & SMS (if applicable).
- x. ~~STB's should be uniquely paired from AFFILIATE before distributing box down the line.~~ STB's should be uniquely paired from AFFILIATE before distributing box down the line. AFFILIATE to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Company by means of a fresh undertaking.
- xi. STB's & cards to be uniquely paired from AFFILIATE before distributing box down the line. AFFILIATE to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Company by means of a fresh undertaking.
- xiii. Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by AFFILIATE. CAS vendor required to certified reconciliation of data.
- xiv. No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- xv. AFFILIATE should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/ Subscriber Package / product report during audit period.
- xvi. CA system should have the capability of providing history of all actions taken for last 2 years.

III. SMS Audit:

- xvii. All product authorization must be from SMS only.
- xviii. SMS and CAS should be fully integrated.
- xix. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - o Unique Customer Id
 - o Subscription Contract Number
 - o Name of the subscriber
 - o Billing Address
 - o Installation Address
 - o Landline telephone number

- Mobile telephone number
- Email id
- A-la-carte Channels or Bouquet/Subscriber Package subscribed to Unique STB Number & Unique VC Number

The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

- Location of each and every set top box VC unit
- The SMS should be capable of giving the reporting at any desired time about:
 - a) The total no subscribers authorized
 - b) The total no of subscribers on the network
 - c) The total no of subscribers subscribing to a particular service at any particular date.
 - d) The details of channels opted by subscriber on A-la-carte basis.
 - e) The Bouquet / Subscriber Package wise details of the channels in the Bouquet / Subscriber Package.
 - f) The Bouquet / Subscriber Package wise subscriber numbers.
 - g) The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
 - h) The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit.

- i. Review Complete Network Diagram
- ii. Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- iii. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking
- iv. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.
- v. Review whether Live diagram / fibre details of network are captured in SMS system
- vi. To check if AFFILIATE specific coding / ID is available for Finger Printing
- vii. Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
- viii. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- ix. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber:
 - Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - Hardware details
- x. Review the subscribers activation/ de-activation history in the SMS system
- xi. Validate if the SMS is integrated with CAS.
- xii. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
- xiii. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.
- xiv. Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
- xv. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- xvi. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels

- xvii. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Company/ Aggregators.
- xviii. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates,
- xix. Review of the following reports are supported by SMS and CAS.
 - a. Total no of Subscribers – active & de-active separately
 - a. De-active subscribers with ageing
 - b. Channel wise Subscribers - total
 - c. Channel wise Subscribers – split by Bouquet / Subscriber Package
 - d. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
 - e. Subscriber/Revenue Reports by State/City
 - f. No of Bouquets / Subscriber Package offered
 - g. List of Channels / rates of each Bouquet / Subscriber Package
 - h. Rate Card Options offered / Attached with active Subscribers
 - i. Historical data reports
 - j. Free / demo Subscribers details
 - k. Exception cases – active only in SMS or CAS

IV. STB Audit: All STB should be individually paired in advance with unique smart card at central warehouse of AFFILIATE before handing down the line distribution.

- AFFILIATE to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- AFFILIATE should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by AFFILIATE's should be certified by their CAS vendor.
- Forensic watermarking to be implemented on the AFFILIATE headend & STBs.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- All the STBs should have embedded Conditional Access.

The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.

- The STB should be individually addressable from the Head end.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections:
 - i. Macro vision 7 or better on Composite video output.
 - ii. Macro vision 7 or better on the Component Video output.
 - iii. HDCP copy protection on the HDMI & DVI output.
 - iv. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

- Types of boxes launched / to be launched:

Vanilla STB
DVR STB
Others (please specify)

- Please furnish STB details as following:

Open Standards or Proprietary
Audio Video and Data I/O Configuration
Local Storage
Smarts Card
PVR Functionality
Tamper Resistance
I/O Copy Protection (Please provide the details).
I/O Interface to Other Devices

- Are the STB's interoperable

- DVR / PVR STB should be compliance of following:

Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.

Recorded content should be encrypted & not play on any other devices. Content should get record along with entitlements and play out only if current entitlement of that channel is active.

User should not have access to install third party application/software.

- Does the Set Top Box support any type of interactive middleware (Please describe).

V. Distribution Network Audit: AFFILIATE should provide below information in detail:

- Fiber network and PIT information on Geo Map.
- Service area to be defined.

VI. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

- The OVERT Finger Printing should not be removable by pressing any key from the remote.
- The OVERT Finger printing should be on the top most layer of the video.
- The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
- The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
- The Finger printing should be possible on global as well as on the individual STB basis.
- The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the AFFILIATE without any alteration with regard to the time, location, duration and frequency.
- Covert finger printing should be available.

- No common interface Customer Premises Equipment (CPE) to be used.
- The STB should have a provision that OSD is never disabled.

VII. Commercial Audit

1. Provide system generated Channel-wise and Bouquet / Subscriber Package -wise reports of channels for the Digital Addressable platform in a non-editable format.
2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
 - Customer acquisition
 - Provisioning of the subscriber in authentication, billing and SMS system
 - Bouquet / Subscriber Package change request process
 - Customer Retention process, if any
 - Deactivation and churn process
3. Understand/ Verify the various Bouquets / Subscriber Package being offered to customers
 - Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers
 - Interactions with the Operator'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 Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional subscribers
4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
 - Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package.
 - Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:
 - Reconciling the declaration
 - figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
 - Analyse the computation of average subscribers
 - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
6. Analysis of the following - :
 - Input and change controls of customer data into SMS.
 - SMS user access controls – authentication, authorization and logging.
 - Analyze system logs to identify any significant changes or trail of changes made.
 - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.

- Review the system logic for the reports which are inputs to Broadcaster declarations.
- Channel allocation/fixation to a particular LCN/CDN.
- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
- Sample of activation and deactivation request logs
- Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ representative).
- Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties).
- Live Demo of the queries being put in to the system to generate different reports.
- List of CAS and SMS used by Operator in DAS area. In case more than one CAS and SMS system is used by Operator for both DAS and non-DAS areas, then understand and analyze how the two markets are segregated, controlled, reported and invoiced.
- Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple CAS being used by AFFILIATE, to understand synchronization between multiple CAS and SMS.

ANNEXURE: F
TERRITORY

The Licensed Rights are granted under this Agreement for the territory as hereinafter mentioned.

<u>District</u>	<u>State</u>

ANNEXURE: G
LIST OF DOCUMENTS AS LISTED UNDER PRELIMINARY REQUIREMENT

Tick (√) the box against the document that is furnished by Affiliate:

Constitution documents – (Partnership Deed, Memorandum/Articles of Association etc. and a list of partners/Directors along with their Identity & Address proof; Name of the contact person/Authorized Representative, Identity Proof, telephone Number. Email Address
Address for communication;
Copy of the valid registration/License issued by the requisite Authority to the Affiliate for running its authorized Distribution Network or Cable Network in the DAS Areas;
Copy of the valid GST Registration Certificate by the appropriate Authority under the GST Act, clearly indicating the applicable GST Details for all States/UT where the Affiliate is functioning/operating/carrying on its business;
Copy of the valid Income Tax registrations along with a latest copy of the Income tax assessment return and PAN Card;
Copy of the Entertainment Tax Registration Certificate, clearly indicating the Entertainment Tax Number;
A network diagram of the Affiliate along with a map of the Area for which the Services are being sought to be provided by DNPL to the Affiliate;
Copy of the resolution passed by the board of directors of the Affiliate or an authority letter from the Affiliate authorizing Mr. _____ to execute this Agreement on behalf of the Affiliate;
Details of head-end, Conditional Access System (CAS) and Subscriber management System (SMS) deployed by the Affiliate;
SMS declaration from the Affiliate's SMS vendor in the format;
CAS declaration from the Affiliate's conditional access vendor in the format;
Copy of the Auditor's Report in compliance with Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017
An undertaking from the MSO/the Affiliate its cable network installed for distribution of television channels is capable of complying with the applicable provisions of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017 dated 3rd March, 2017, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 dated 30th March, 2017 and Telecommunication (Broadcasting And Cable) Services Standards Of Quality Of Service And Consumer Protection (Addressable Systems) Regulations, 2017 dated 3rd March, 2017. The undertaking must also clearly state that the configuration and version of the addressable system have not been changed after issuance of the report by the Auditor.

ANNEXURE H
INCENTIVE SCHEMES ON MRP OF A-LA-CARTE AND BOUQUET RATES OF THE BROADCASTER

- The Broadcaster is offering certain incentives to all Affiliates who avail the channels in a-la-carte or Bouquet(s) as provided under Annexure A of this Agreement. In order to avail the Incentives, it shall be understood and presumed that the Affiliate has read and accepted the conditions detailed in this Agreement.
- The Affiliate shall be eligible to avail the Incentives, upon specifically opting in and selecting/ ticking the relevant Incentive as set out hereunder, and subject to the Affiliate meeting each of the eligibility criteria as stated under Clause 3.7 of this Agreement, strictly in the manner, sequence and as per conditions set forth hereunder.
- Incentive will be applicable on Bouquet MRP, if Affiliate selects the Bouquet(s) of channels provided under Annexure A.
- Incentive will be applicable on ala carte MRP, if Affiliate selects the channels on ala-carte basis, as provided under Annexure A.

I. Incentive Parameters: based on Prompt Payment & Penetration level in markets, as mentioned below in Table A

A. Prompt Payment Incentive:

Prompt Payment Incentive

Payment made within due date	5%
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B. Penetration Incentive:

Penetration Based Incentive- as per Table A

Channels	% Penetration Incentive
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II. Table A

Table -A channels List, Specified Markets, penetration

Channel	Genre/Language	Competing Channels	Markets	Penetration Levels
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ANNEXURE I
CALCULATION OF SUBSCRIPTION FEE

For each month of the Term, or part thereof, Affiliate shall pay Authorized Agent (as fulfilment of its payment obligations under this Agreement towards Broadcaster), Subscription Fee as per computations done in the manner set forth below:

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

Subscription Fee = (a-la-carte MRP of the applicable Channel subscribed by the Affiliate on a-la-carte basis less Distribution Fee of 20% of the a-la-carte MRP of the such Channel multiplied with the applicable Average active Subscriber Base who have subscribed to such Channel on a-la-carte basis as declared by the Affiliate.

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

Subscription Fee= (A-la-carte MRP of the Channel subscribed by the Affiliate on a-la-carte basis less Distribution Fee of 20% of the a-la-carte MRP of such Channel multiplied with the applicable average Active Subscriber Base of Package for the applicable Package(s).

- iii. If Affiliate offers Bouquet(s) created by DNPL on stand-alone basis: If Affiliate offers Subscribed Bouquet(s) to Active Subscribers on a stand-alone basis, then Subscription Fee for a particular month for such Subscribed Bouquet(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee = (MRP of the Subscribed Bouquet(s) less Distribution Fee of 20% of MRP of the Subscribed Bouquet(s) multiplied with the applicable Average Active Subscriber Base who have subscribed to such Subscribed Bouquet(s) as declared by the Affiliate.

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

Subscription Fee = (MRP of the Subscribed Bouquet(s) less Distribution Fee of 20% of MRP of the Subscribed Bouquet(s) multiplied with the applicable Average Active Subscriber Base of

Package for the applicable Package(s) as declared by the Affiliate.

- v. If Affiliate offers Channel(s) subscribed on a-la-carte basis and Bouquet(s) as part of Package(s), packaged by the Affiliate: If Affiliate makes available Channel(s) subscribed on a-la-carte basis and Subscribed Bouquet(s) to Active Subscribers as part of Package(s), then Subscription Fee for a particular month in respect of such Channel(s) shall be aggregate of the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:
 - a) For each Channel subscribed on a-la-carte basis, Subscription Fee shall be calculated on the basis of Clause (ii) hereinabove; and
 - b) For each Subscribed Bouquet, Subscription Fee shall be calculated on the basis of Clause (iv) hereinabove.

Note: If Affiliate has opted for Incentive Scheme(s), then the Affiliate shall be entitled to the benefits arising thereof, provided Affiliate has complied with the applicable terms and conditions of the chosen Incentive Scheme(s).