

REFERENCE INTERCONNECT OFFER OF SURYANSH BROADCASTING PRIVATE LIMITED TO FOR DIRECT TO HOME OPERATOR

This Reference Interconnect Offer ("RIO") published by SBPL, specifying the technical and commercial terms and conditions, in conformance with the Interconnection Regulations (as defined below), the Tariff Order (as defined below) and the QoS Regulations (as defined below) (collectively referred to as "TRAI Regulations"), is the basis which DTH Operator (as defined below) may seek interconnection with SBPL for re-transmission of the Channels (as defined below). This RIO contains the technical and commercial terms and conditions relating to, including but not limited to, Maximum Retail Price per month of Pay Channel, discounts, if any, offered on the Maximum Retail Price, distribution fee, manner of calculation of 'SBPL's share of maximum retail price', genres of pay channels and other necessary conditions.

SBPL has designated a person, whose coordinates are mentioned below ("Contact" Person), to receive requests for interconnection from DTH Operators and grievance redressal thereof:

Mr. K N Rishikesh, Chief Financial Officer
E-Mail – cfo@insightmediacity.com
Mob - +91 860 6898 666

SBPL has also devised an application form for request of signals of the Channel(s) in accordance with Annexure I of the Interconnection Regulations (as set out in Schedule C of this Agreement). Any DTH Operator desirous of obtaining signals of the Channel(s) is required to make written request in such application form to the Contact Person. Along with such request, DTH Operator is also required to provide certificate/report evidencing that the Addressable System to be used by the DTH Operator for re-transmission of the signals of the Channel(s) meet the requirements as specified in the Schedule III of the Interconnection Regulations and Schedule 1 of this Agreement.

Upon receipt of such request from the DTH Operator together with all requisite documents and/or before execution of the Interconnection Agreement and/or before providing the signals of the Channel(s) to the DTH Operator, if SBPL is of the opinion that the Addressable System to be used by the DTH Operator does not meet the requirements specified in Schedule III of the Interconnection Regulations and Annexure C of this Agreement, it may cause an audit of DTH Operator's Addressable System.

*This Reference Interconnect Offer has been filed in compliance with Clause 7 of the Interconnection Regulations read with Press Release No. 71/2018 issued by the TRAI on July 3, 2018 and is without prejudice to (i) SBPL's rights to make changes as per applicable laws and (ii) subject to the outcome of any appeal/litigation and/or any regulatory changes having borne on the TRAI Regulations.

Annexure II

SUBSCRIPTION LICENSE AGREEMENT [DIRECT TO HOME OPERATOR]

This Subscription License Agreement ("**Agreement**") is executed on this ___ day of _____ 2019;

BY AND BETWEEN

M/s. SURYANSH BROADCASTING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, (CIN - U74300KL2010PTC026323) having its registered office at XI/234-B, Near Gandhi Square Manned, Piravom- 686 664, Ernakulam, Kerala, India and its administrative office at B-6, ABM Towers, Near GCDA, Kadavanthra - 682 020, Ernakulam, Kerala, India (hereinafter referred to as "**SBPL**" / "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns),

AND

M/s. _____, a Company incorporated under the Companies Act, 1956, having its Office at _____ [hereinafter referred to as "**Operator**", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("HUF")].

SBPL and the **Operator** are hereinafter individually and collectively referred to as "**Party**" and "**Parties**", respectively.

WHEREAS:

- A. SBPL is a Private Limited Company carrying on the business of broadcasting, production, distribution, communication to the public or transmission by any means of audio, audio-visual or works of any other kind and running the Entertainment Channel, "**Flowers**" and other associated channels, which is one of the leading Malayalam TV Channels in India
- B. The Licensee is a DTH Operator (as defined below) authorized to operate in the Territory (as defined below).
- C. The Operator is desirous to subscribe the Subscribed Channels for further retransmission through its digital Addressable System to the Subscribers in the Area and in this regard, has approached SBPL. SBPL is willing to provide signals of the Subscribed Channels to the Operator for further retransmission through its digital Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, CONSTITUTING GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS: -

1. DEFINITION:

In this Agreement, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder. Additionally, there are other defined terms in the body of the Agreement which shall have such respective meaning as have been assigned to them in the body of the Agreement.

- (i) "**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 the programmes, including retransmission of the signals of

the Subscribed Channels can be done in an encrypted form by the Operator, and which can be decoded by the Set Top Box at the premises of the Subscriber within limits of the authorization made on the choice and request of such Subscriber and includes the Subscriber Management System and the Conditional Access System of the Operator.

- (ii) **“Agreement”** means this License Agreement together with its Schedules and Annexes.
- (iii) **“Applicable Laws”** means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (iv) **“Broadcaster”** means an entity that, after having obtained, in its name, up linking permission and downlinking permission, as may be applicable for its channels, from the Central Government, provides programming services.
- (v) **“Conditional Access System”** or **“CAS”** means Conditional Access System installed at the Operator’s Cable Television Network headend that enables Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (vi) **“Channels”** means the Satellite Television Channels owned by SBPL along with genres of such Satellite Television respective channels listed in **Annexure A** of this Agreement.
- (vii) **“Confidential Information”** means any confidential information disclosed by SBPL to the Operator while the Operator is participating in the affairs/business of SBPL and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by SBPL during the Term.
- (viii) **“Direct to Home Operator”** or **“DTH Operator”** means any person granted license by the Central Government to provide direct to home (DTH) Service.
- (ix) **“Direct to Home Service”** or **“DTH Service”** means retransmission of signals of the television channels, in addressable mode, 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.
- (x) **“Distribution Fee”** means a percentage of MRP of each of the Subscribed Channels payable by SBPL to the Operator towards fee for distribution of each of the Subscribed Channels as more specifically specified in **Annexure B** of this Agreement.
- (xi) **“Effective Date”** means 01st day of October 2019.
- (xii) **“Electronic Programme Guide”** or **“EPG”** means a program guide maintained by the Operator that list the television channels subscribed by the Operator and provides for corresponding programmes, scheduling and programme information and includes any enhanced guide that allows Subscribers to navigate and select such available channels and programmes.
- (xiii) **“Equipment”** means equipment comprising of digital satellite receivers/professional integrated receiver decoder, viewing cards and remotes (where applicable) for each of the Subscribed Channels which enables the Operator to decrypt the encrypted signals of the Subscriber Channels.

- (xiv) "**Execution Requirements**" means all documents/information required by SBPL from the Operator to facilitate execution of the Agreement and **includes** all documents/information listed in **Annexure C** of this Agreement.
- (xv) "**Incentive Scheme**" means the incentive scheme offered by SBPL as specified in Annexure B-2 of this Agreement
- (xvi) "**Intellectual Property**" means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logs, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xvii) "**Interconnection Regulations**" means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (as amended).
- (xviii) "**Maximum Retail Price**" or "MRP" means the maximum retail price per subscriber per month, excluding taxes, of each of the a-la-carte pay channels offered by SBPL as more specifically specified in Annexure B and Annexure B-1 of this Agreement, respectively.
- (xix) "**MIB**" means the Ministry of Information & Broadcasting in India.
- (xx) "**Monthly Average Subscriber Level**" means the average number of Subscribers of the Licensee in a particular month, as set forth in the applicable month's Subscriber Report.
- (xxi) "**Monthly License Fees**" means the monthly subscription fee payable by the Operator to SBPL in terms of Clause 9 of this Agreement.
- (xxii) "**QoS Regulations**" means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 (as amended).
- (xxiii) "**SBPL's share of Maximum Retail Price**" means the Maximum Retail Price of each of the Subscribed Channels less the Distribution Fee and the Discounts offered, if any (including on account of the Operator availing the Incentive Scheme and fulfilling the conditions thereof).
- (xxiv) "**STB**" means the Operator provided and/or the Operator authorized Set Top Box (embedded with the Operator designated vendor designed CAS microchip) installed in the premises of the Subscriber as connected to the television of the Subscriber that allows the Subscriber to receive the Subscribed Channels in unencrypted and descrambled from through its Digital Addressable System.
- (xxv) "**Subscriber**" means a person in the Area who receives signals of Subscribed Channels from its digital Addressable System at a place indicated by such person and uses the same for domestic purposes without further transmitting it to any other person and specifically excludes Commercial Subscriber. For the sake of clarity, one STB in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the Operator either directly or indirectly (through local cable operators) through its Digital Addressable System shall be treated as one Subscriber.
- (xxvi) "**Subscribed Channels**" means the channels subscribed/ carried by the Operator, as are specifically identified by the Operator and listed in **Annexure B** to this Agreement.

- (xxvii) **"Subscriber Management System"** or **"SMS"** 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 to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.
- (xxviii) **"Subscriber Reports"** means the monthly subscriber reports to be provided by the Operator to SBPL in terms of Clause 12 of this Agreement.
- (xxix) **"SBPL Marks"** shall mean all Intellectual Property owned or used by SBPL or its affiliates from time to time in connection with the Channel/ Subscribed Channels, including, without limitation, the trade names and trademarks specified by SBPL itself, or on behalf of its subsidiaries or otherwise notified in writing by SBPL from time to time
- (xxx) **"Tariff Order"** means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended)
- (xxxi) **"TDSAT"** means the Telecom Disputes Settlement and Appellate Tribunal, New Delhi;
- (xxxii) **"Technical Specifications"** means the technical specifications set forth in **Schedule 1** to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (xxxiii) **"Term"** means the period of one (1) year commencing from the Effective Date and expiring on 30th day of September 2020, unless terminated earlier in accordance with the provisions of the Agreement.
- (xxxiv) **"Territory"** means India as a whole
- (xxxv) **"TRAI"** means the Telecom Regulatory Authority of India.

2. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

- (i) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (ii) The references to Annexure and Schedule are references respectively to the Annexure to this Agreement.
- (iii) The reference to the singular includes reference to plural and vice versa.
- (iv) The reference to any gender includes a reference to all other genders.
- (v) The term "including" shall mean "including without limitation"
- (vi) The term "month" shall mean "calendar month"

3. NON-EXCLUSIVE RIGHT:

On the basis of the representations, warranties and undertakings given by the Operator and subject to the Operator paying the Monthly License Fees, SBPL hereby grants Non-Exclusive Right to the Operator to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of such Subscribed Channels through its digital

Addressable System to the Subscribers (either directly or through the local cable operators) in a securely encrypted manner during the Term (both to be done at the Operator's sole cost and expense), subject to the Operator complying with all the terms and conditions as set out in this Agreement. The Operator hereby specifically understands and acknowledges that the Operator shall not have the right to upgrade the standard definition feed of the Subscribed Channels to high definition feed (by using any technology now available or which may become available in future) at the time of re-transmitting the Subscribed Channels through its Digital Addressable Systems. The Operator further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the Operator to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever. All distribution rights not specifically and expressly granted to the Operator under this Agreement, including without limitation, PPV, NVOD, SVOD, VOD, personal computer, mobile telephony, or any technology now available or which may become available in future, are reserved by SBPL.

4. OBLIGATION OF THE OPERATOR:

- (i) The Operator shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers through its Digital Addressable System, either directly or through local cable operators.
- (ii) The Operator shall raise monthly invoices on the Subscribers towards subscription of the channels (from amongst the Subscribed Channels) and the Operator shall collect such invoiced monthly fees from the Subscribers.
- (iii) Irrespective of the Operator's collection of the invoiced monthly amounts from the Subscribers, the Operator shall pay the Monthly License Fees to SBPL, in a timely manner.
- (iv) The Operator shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.
- (v) The Operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Digital Addressable System and shall regularly provide to SBPL with updated piracy reports.
- (vi) The Operator shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favourably by Operator with respect to competing channels on a genre basis.

5. EQUIPMENT:

- (i) SBPL shall, supply or cause to be supplied the Equipment to the Operator, directly or through suppliers nominated by SBPL. The Equipment shall at all times remain the sole and exclusive property of SBPL.
- (ii) If the Operator merges or amalgamate with another Cable Operator or ceases to operate its Digital Addressable Systems, the Equipment supplied by SBPL to the Operator shall be returned forthwith to SBPL. If the Equipment is damaged due to negligence of the Operator, SBPL shall be authorized to recover the actual repair cost from the Operator and if the Equipment is beyond repair, the Operator shall be liable to pay to SBPL the cost of such Equipment as on the date it was supplied to the Operator.
- (iii) In order to take back possession of the Equipment from the Operator, the Operator shall ensure that the personnel/representative of SBPL is allowed free and unobstructed access to the premises of the Operator where the Equipment are installed, and the Operator shall not interfere with such procedure.

6. ADDITIONAL CHARGES FOR THE EQUIPMENT:

- (i) At the time of supplying the Equipment to the Operator, SBPL may, as per the SBPL policy, require the Operator to make the following payments against delivery of the Equipment:
 - a. **Processing Fee:** SBPL may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel.
 - b. **Courier/Taxes:** The Operator shall pay the courier charges, octroi, taxes and other applicable levies and transportation charges for the Equipment.
 - c. **Refundable Security Deposit:** SBPL may require the Operator to pay an amount of Rs. 2,500/-, or such amount as may be determined by SBPL from time to time, for each digital satellite receivers/integrated receiver decoder provided by SBPL to the Operator under this Agreement. Such refundable security deposit amount shall be refunded by SBPL to the Operator upon expiry or earlier termination of the Agreement, subject to the Operator returning the digital satellite receivers/integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to SBPL setting off the refundable security deposit amount, or part thereof, with any amount receivable by SBPL from the Operator on such date of expiry or termination of the Agreement.
- (ii) The abovementioned charges shall be levied on a one-time basis during the Term for each of the Subscribed Channels or for any new channel introduced by SBPL and subscribed for by the Operator. It is expressly agreed between the Parties that if within one (1) month of the request made, the Operator does not intimate SBPL of the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

7. DELIVERY AND SECURITY:

The Subscribed Channels must be delivered by the Operator to the Subscribers in a securely encrypted manner without any alterations. The transmission specifications and infrastructure allocated by the Operator in respect of the broadcast signal of the SBPL's Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital Addressable System. SBPL has the right to alter any or all of the respective Subscribed Channel(s), including the name(s) of such Subscribed Channel(s) and the programming exhibited on such Subscribed Channel(s).

8. MONTHLY LICENSE FEES & PAYMENT TERMS:

- (i) The Maximum Retail Prices of the Subscribed Channels are specified in Annexure B of this Agreement. The Operator shall be entitled to a distribution margin of 20% on the Maximum Retail Prices of the Subscribed Channels. Additionally, subject to the Operator availing the Incentive Scheme and fulfilling terms and conditions applicable thereof, the Operator may avail discounts on the Maximum Retail Prices of the Subscribed Channel. For avoidance of doubt, it is hereby clarified that the Incentive Scheme(s) is optional and the Operator is under no obligation to opt for any of the abovementioned Incentive Scheme(s) to avail the Channel(s) For each month or part thereof during the Term of the Agreement, the Operator shall pay to SBPL the Monthly License Fees which shall be the Rate multiplied by the Monthly Average Subscriber Level.
- (ii) The a-la-carte "Rate" per Subscriber is set out in **Annexure B** to this Agreement. The rates mentioned in the Annexure to this Agreement, as referred to above, are exclusive of all taxes and levies.

- (iii) The Monthly License Fees shall be paid monthly in arrears within 15 (Fifteen) days of receipt of invoice raised on the basis of report of the Operator by SBPL without any deduction except deduction of withholding tax/TDS as provided in this Agreement.
- (iv) Within 7 (seven) days of end of each month, the Operator shall provide opening, closing and average number of Subscribers for that month, based on which SBPL shall raise an invoice on the Operator. In case the Operator fails to provide the report within the prescribed said period of Seven (7) days, SBPL shall have the right to raise a provisional invoice and the Operator shall be under obligation to pay the Monthly License Fees on the basis of such provisional invoice in accordance with the terms of this clause. However, the provisional invoice shall be for an amount not more than the Monthly License Fees payable by the Operator for the immediately preceding month. On receipt of the report from the Operator, the parties would conduct reconciliation between the provisional invoice raised by SBPL and the report sent by the Operator. The Operator understands and acknowledges that non-receipt of dispatched invoices from SBPL shall not relieve the Operator from its obligation to make the payments of the Monthly License Fees within the Due Date (as defined below). In the event the Operator does not receive the invoice for a particular month by the 15th day of such month, then the Operator shall promptly intimate SBPL about the same and request for issuance of duplicate invoice. All such communication shall mandatorily be addressed/marked to the attention of Chief Financial Officer of SBPL.
- (v) The Operator shall be required to pay to SBPL the Monthly License Fee within Fifteen (15) days of the Operator's receipt of the invoice / provisional invoice / the 7th day from the expiry of the concerned month, whichever is earlier ("Due Date").
- (vi) Failure on the Operator's part to make applicable payment within the applicable Due Date shall constitute a material breach on part of the Operator hereunder entitling SBPL to initiate applicable legal proceedings under Applicable Laws against the Operator at the entire risk of the Operator as to costs and expenses. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly at the rate of 18% (eighteen percent) per annum. The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the Monthly License Fees by the Due Date, and SBPL shall retain all of its other rights and remedies under the Agreement.
- (vii) All Monthly License Fees hereunder are exclusive of all applicable indirect taxes including all and any Goods & Service Tax, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the Operator's cost and will be charged at the prevailing rates by SBPL to the Operator.
- (viii) If payment of the Monthly License Fees is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Operator shall provide tax withholding certificates to SBPL within such period as has been specified in the Income Tax Act / Rules / Notifications / Circulars issued there under.
- (ix) The Monthly License Fees shall be paid by the Operator to SBPL in Indian Rupees by demand draft/pay order/cheque drawn in favour of "**Suryansh Broadcasting Private Limited**", unless instructed otherwise in writing by SBPL. No cash payments shall be made by the Operator towards the Monthly License Fees or any other dues whatsoever. However, in the event an instrument issued by the operator is dishonoured or not approved or returned due to any reason whatsoever, without prejudice to the rights available to SBPL under law, the operator shall be liable to pay an amount of not less than Rs.500/- for each of the dishonoured, disapproved or rejected Instrument.

- (x) If, pursuant to mutual agreement between SBPL and the Operator, debit note or credit note is to be issued by SBPL for an already invoiced period to adjust any differential amount, such debit note, or credit note shall be issued by SBPL post calculation of such differential amount. Debit notes issued by SBPL shall be paid by the Operator immediately upon its receipt (receipt through e-mail specifically permitted). All other provisions under the Agreement as regards interest on late payment shall apply to such differential amounts receivable by SBPL.
- (xi) Any amount due and payable by the Operator to SBPL under any previous agreement/arrangement between SBPL and the Operator shall be paid by the operator to SBPL within 30 days of the execution of this Agreement, failing which SBPL reserves the right to terminate this Agreement and deactivate/disconnect the signals of the Subscribed Channels.

9. REVISION OF RATES/MONTHLY LICENSE FEES:

- (i) The Monthly License Fees payable by the Operator to SBPL shall automatically be revised if during the Term a revision of the a-la-carte rates mentioned in **Annexure B** as well as **Annexure B-1** of the Agreement ("**Tariffs**"), of any Subscribed Channels is brought about pursuant to any new regulations/orders stipulated 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; and/or
- (ii) SBPL reserves the right to revise the Monthly License Fees if during the Term there is addition/deletion in the Subscribed Channels.

10. REPLACEMENT/CONVERSION OF CHANNEL:

- (i) SBPL shall have the right to add any channel to the list of Channels and to grant the distribution rights to the Operator in respect of the new channel. If any channel is removed, replaced or added to the list of Channels, the Monthly License Fees payable shall be proportionately adjusted. For avoidance of doubt it is hereby clarified that SBPL shall use its best commercial endeavours to provide reasonable notice to the Operator with respect to removal or replacement of the Subscribed Channels, provided however that failure to provide any such notice to the Operator shall not be deemed a breach of SBPL's obligations hereunder. Additionally, the Operator hereby undertakes not to involve SBPL and indemnify SBPL from any claim/damage/legal proceedings that may be brought against the Operator by any of the Subscriber on account of such Removed Channels (with or without prior notification) and/or increase, if any, in the subscription rates that the Operator may choose to levy on the Subscriber.
- (ii) It is hereby clarified for the avoidance of doubt that amongst the Channels/Subscribed Channels, if any free-to-air channel is converted as a pay channel or if any pay channel is converted into a free-to-air channel, as applicable, the Monthly License Fees payable shall be proportionately adjusted.

11. ANTI PIRACY:

- (i) 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 Operator 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 (hereinafter collectively referred to as "Security Systems") and security specifications as are set forth this Agreement and/or as may be specified, in a non-discriminatory manner in writing, from time to time, by SBPL.

The Operator granting access to the Subscribed Channels to subscribers outside the Area through its digital Addressable System shall tantamount to the Operator allowing unauthorized access to the Subscribed Channels.

- (ii) To ensure the Operator's ongoing compliance with the security requirements set out in the Agreement, SBPL may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by SBPL in writing not more than twice a year during the Term, at SBPL's cost and expense. If the results of any Technical Audits are not found to be satisfactory by either the Operator or SBPL, then SBPL shall work with the Operator in resolving such issues in the next Fourteen (14) business days. If a solution is not reached at by then, SBPL may, in its sole discretion, suspend the Operator's right to distribute the Subscribed Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to SBPL's satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to SBPL's satisfaction.
- (iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed/transmitted through its Digital Addressable System at least every 10 minutes on 24 x 7 x 365 (6) basis.
- (iv) The Operator 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 Operator at the time the Channels are made available. If the Operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Operator shall within 10 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 SBPL and the Operator shall also switch off the concerned STB to prevent such unauthorized use. However, use of a STB with personal video recorder / digital video recorder facility which has been supplied by the Operator shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber.
- (v) If so instructed by Information (as defined below) by SBPL, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within 10 minutes from the time it receives such instruction from SBPL. 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 SBPL's representatives through other means of communications such as telephonic message, fax, etc. and the said "Information" shall later be confirmed by SBPL through e-mail and the Operator shall be under obligation to act upon such information.
- (vi) SBPL plans to actively combat piracy of the Channels in the Territory and the Operator undertakes to work closely and provide all such assistance to SBPL as may be reasonably required by SBPL in that regard. The Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in this agreement.

12. SUBSCRIBER REPORTS:

- (i) The Operator will maintain at its own expense a SMS which should be fully integrated with the CAS.

- (ii) The Operator shall, within seven (7) days from the end of each calendar month, provide, in the format specified in **Schedule 3** of this Agreement, complete and accurate monthly subscriber report of the Subscribed Channels, to SBPL. If the Operator avails the Incentive Scheme, it shall, within seven (7) days from the end of each calendar month, additionally provide, in the format specified in **Schedule 3-A** of this Agreement, complete and accurate State / Union Territory wise monthly subscriber report of the Subscribed Channels, to SBPL.
- (iii) SBPL shall be entitled to disconnect the signals of the Subscribed Channels to the Operator's network, after giving three (3) weeks' notice to the Operator, if the Operator fails to provide the monthly subscriber report as per Clause 12(ii) above.
- (iv) Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each of the Subscribed Channel) and the Monthly License Fees payable to SBPL and shall be signed and attested by an officer of the Operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the report is true and correct.
- (v) The Operator shall also include in its Subscriber Report comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report. The obligation of the Operator to provide to SBPL the Subscriber Reports shall survive termination of the Agreement until SBPL receives the Subscriber Reports for each relevant month for which any Monthly License Fees is payable.

13. SUBSCRIBER MANAGEMENT SYSTEM:

The Operator will maintain throughout the Term and for twenty-four (24) months thereafter (or such longer period as required by law) sufficient records to enable SBPL to verify the Monthly Subscriber Reports supplied by the Operator, the payments due to SBPL hereunder and the Operator's compliance with SBPL's anti-piracy obligations as set out in **Schedule 2** of this Agreement.

14. AUDIT:

- (i) The Operator shall, at its own cost, once in a calendar year, cause audit of its subscriber management system, conditional access system and other related systems by an auditor (mandatorily by TRAI empanelled auditor, if already empanelled), to verify that the monthly subscription reports made available by the Operator to SBPL are complete, true and correct and issue an audit report to this effect to SBPL. The audit report to include the details of (a) procedure/process followed by the Operator during the audit along with the month on month reconciliation statement between SMS & CAS for each of the Subscribed Channels (both a-la-carte and bouquet of pay channels), and (b) the justification for variance of the Subscribers if any. If such audit reveals that SBPL is entitled to additional license fees of 0.5% or more in any month(s), without prejudice to Clause 15(ii) below, SBPL shall raise revised invoice(s) for such month(s) and the Operator shall within ten (10) days of receipt of the revised invoice pay the differential amounts between the revised invoice(s) and the earlier invoice(s) together with interest at the rate of 18% per annum.
- (ii) In case, SBPL is not satisfied with the audit report received by the Operator under Clause 15(i) above or, if in the opinion of SBPL, the Addressable System being used by the Operator does not meet requirements specified in the Schedule 1 of this Agreement, SBPL may, after communicating the reasons in writing to the Operator, at its own cost, cause audit the subscriber management system, conditional access system and other related systems of the Operator by an auditor (mandatorily by TRAI empanelled auditor, if already

empanelled), not more than once in a calendar year. If such audit reveals that SBPL is entitled to additional license fees, the Operator shall raise revised invoice(s) for such month(s) and the Operator shall within ten (10) days of receipt of the revised invoice pay the differential amounts between the revised invoice(s) and the earlier invoice(s) together with interest at the rate of 18% per annum. Further, if such audit reveals that SBPL is entitled to additional license fees of 2% or more in any month(s), the costs of such audit shall be borne by the Operator. Further, the Operator shall also take necessary actions to avoid occurrence of such errors. Further, if the audit reveals that the Addressable System being used by the Operator does not meet the requirements of Schedule 1 of this Agreement, SBPL shall be entitled to disconnect the signals of subscribed channels to the Operator's network, after giving three (3) weeks' notice to the Operator. The Operator undertakes to offer necessary assistance to the auditor(s) so that audit can be completed in a time bound manner.

- (iii) The Operator shall be under a legal obligation to revert within seven (7) days ("Revert Period") after a request is received for audit from SBPL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. If within 15 days if there is no response, then SBPL shall have the right to issue disconnection notice.
- (iv) In the event during the audit exercise if it is found that the Operator has not informed SBPL about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the Operator has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event SBPL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 2X times of the maximum retail price for such channels and or bouquet from the date of agreement. For example, if the undeclared number of subscribers is say 1000 and the MRP share of SBPL for this 1000 undeclared subscribers is Rs. X, then in such a scenario the Operator shall be liable to pay X multiplied by 2 times.
- (v) The Operator shall provide full cooperation to the empanelled auditors appointed by SBPL in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to Operator's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. The Operator shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in this agreement. Any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement.
- (vi) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.
- (vii) The Operator will maintain at its own expense a SMS capable of, at a minimum:
 - a. maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;

- b. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - c. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - d. administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of the Packages;
 - e. obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - f. enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
 - g. The Operator shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of SBPL Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to SBPL.
- (viii) The audit rights of SBPL under Clause 15(i) of the Agreement shall survive for twenty-four (24) months post expiry/termination of this Agreement, meaning thereby that SBPL can exercise its audit rights prescribed in Clause 15(i) of the Agreement, for verifying the correctness of the Monthly Subscriber Reports supplied by the Operator for the Term, during any one of the 3 (three) years commencing from the Effective Date.

15. TERM & TERMINATION:

- (i) This Agreement shall be valid for the Term.
- (ii) Either Party has a right to terminate this Agreement by giving at least three (3) weeks' notice to the other Party clearly specifying the reasons for the proposed disconnection. It is clarified that the three (3) weeks shall start from the date of receiving of such notice by the other Party.
- (iii) The Operator shall inform the Subscribers of the proposed disconnection at least fifteen (15) days prior to the date of such disconnection through scrolls on the Subscribed Channels proposed to be disconnected.
- (iv) The Parties shall execute new agreement prior to the expiry of this Agreement. If the Parties fail to execute new interconnection agreement prior to expiry of this Agreement, SBPL shall disconnect the signals of the Subscribed Channels to the Operator's network, and the Operator shall, at least fifteen (15) days prior to the date of such proposed disconnection, through scrolls on the Subscribed Channels, inform the Subscribers of the date of expiry of this Agreement and the date of disconnection of the signals of the Subscribed Channels.
- (v) SBPL's rights to terminate the Agreement shall be without prejudice to SBPL's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.
- (vi) The Operator hereby acknowledges that if signal of any Subscribed Channel, which was disconnected/deactivated for reason attributable to the Licensee, needs to be reconnected, the Operator shall be liable to pay non-refundable re-activation fee of Rs. 500 per channel

per re-activation, if SBPL so elects. Further, the Licensee acknowledges that such re-activation fee does not constitute a penalty.

16. CONSEQUENCES OF EXPIRY/TERMINATION:

- (i) Upon expiry/Termination of the Agreement:
 - a. SBPL shall disconnect/deactivate signals of the Subscribed Channels, and any agreement between the Parties for carriage of the Subscribed Channels on the Digital Addressable System of the Operator ("Allied Agreements") shall automatically terminate.
 - b. The Operator shall forthwith pay the outstanding amounts under the Agreement to SBPL, failing which, without prejudice to SBPL's rights to take appropriate legal action against the Operator, SBPL reserves the right to adjust such outstanding amounts from the amounts payable by SBPL to the Operator under the Allied Agreements.
 - c. The Operator shall immediately return the Equipment of the Subscribed Channels to SBPL in good working condition failing which the Operator shall be liable to compensation/damages, equivalent to the Monthly License Fees last paid by the Operator, for each month of delay, on a pro-rata basis.
 - d. Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession; and
 - e. The Operator shall within Seven (7) days of the expiry/termination pay to SBPL all outstanding payments and/or other sums (including but not limited to cost/ charges/ fees/ damages/ claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to SBPL under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 18% (eighteen per cent) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
- (ii) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

17. REPRESENTATIONS AND WARRANTIES OF SBPL:

- (i) SBPL represents to the Operator that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (ii) SBPL represents and warrants that and SBPL shall be liable for the quality and nature of the contents on the Subscribed Channels and any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Operator.
- (iii) Neither SBPL, nor its officers, directors, servants, agents or holding/ subsidiary companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programs shown on any Channel or any interference with the Operator's reception of any Channel forming part of the Subscribed Channels;
- (iv) SBPL shall not, under any circumstances, be liable for the performance of the Equipment for the Subscribed Channels.

18. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR

- (i) The Operator represents, warranties and undertakes the following to SBPL:
- a. The Operator has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
 - b. By executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party.
 - c. The Operator has a valid and subsisting license from the applicable statutory authority which permits operation of its digital Addressable System and the Operator undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to SBPL as and when called upon to do so by SBPL.
 - d. The Operator shall abide, implement and ensure compliance to the TRAI Regulations relating to Digital Addressable Cable Systems, in particular the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012, Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 and the Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012 (as amended from time to time).
 - e. The Operator undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favourably by the Operator in the packages offered to the Subscriber.
 - f. The Operator has the capacity to carry the minimum requisite number of channels on its digital Addressable System, in terms of Applicable Laws.
 - g. The Operator undertakes to carry all language feeds of the Subscribed Channels.
 - h. The Operator undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.
 - i. All the Execution Requirements provided by the Operator to SBPL are correct.
 - j. The STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs. In case SBPL finds that the digital Addressable System being used by the Operator does not meet the requirements specified in Schedule 1, it shall inform the Operator who shall get its digital Addressable System audited by M/s. Broadcast Engineering Consultants India Ltd., or any other authority as may be specified by the TRAI by direction from time to time, and obtain a certificate from such agency that its digital Addressable System meets the requirements specified in Schedule 1.
 - k. The Operator shall provide the applicable Subscriber Reports and pay the applicable Monthly License Fees, together with applicable taxes, in a timely manner, failing which, the Operator shall be liable to pay applicable interest along with the due payment.

- l. The Operator shall not retransmit the Subscribed Channels via any medium other than its digital Addressable System.
- m. The Operator shall not distribute the Subscribed Channels to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.
- n. The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to SBPL delivering the signals of Subscribed Channels to the Operator of a quality sufficient to permit the Operator to reasonably comply with such standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify SBPL of any degradation to any of the Subscribed Channels' signals
- o. The Operator undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
- p. The Operator undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Operator further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify SBPL of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by SBPL to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to the Subscribers using STBs with PVR/DVR facilities. However, the Operator undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a "Copy Protect" feature.
- q. The Operator shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.
- r. The Operator undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.
- s. The Operator undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of SBPL. Further, the Operator undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allow anybody else to do the same, without prior written permission of SBPL and shall indemnify SBPL against any damage, destruction, theft or loss of the Equipment.

- t. The Operator undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from.
- u. The Operator undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of SBPL and bear all expenses for general repairs and maintenance of the same and it shall immediately notify SBPL in the event of any mechanical/technical fault in the Equipment.
- v. The Operator undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify SBPL against any default or non-payments in this regard.
- w. Upon expiry/termination of the Agreement, the Operator undertakes to return to SBPL the Equipment in good working condition and pay to SBPL all outstanding payments that may be payable to SBPL under the Agreement on the date of termination.
- x. Upon change in the designated satellite of the Subscribed Channels, the Operator undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
- y. The Operator undertakes to promptly intimate SBPL of any change in ownership or sale of the business/assets of the Operator.
- z. The Operator undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to SBPL and/or its representatives for inspection/audit upon reasonable notice.
- aa. The Operator undertakes to provide all assistance to SBPL for conducting survey to determinate the actual subscriber base of the Operator. The Operator undertakes to furnish and submit to SBPL all information and/or documents as may be required by SBPL from the Operator from time to time.
- bb. Whenever any of the Channels are launched in high definition format, the Operator shall arrange for distribution of the high definition format signals of the applicable channels through its digital Addressable System, however, subject to separate commercial arrangement between the Parties.
- cc. The Operator undertakes to comply with the Applicable Laws.

19. ADVERTISING AND PROMOTIONS:

- (i) SBPL grants to the Operator the non-exclusive right during the Term to use the SBPL Marks solely in connection with the marketing and promotion of the Subscribed Channels and in a manner, that has been pre-approved by SBPL.
- (ii) The Operator undertakes to give:
 - a. an equivalent amount of marketing support for the Channels as it provides to other channels of the same genre;

- b. similar treatment to all Channels in all advertising material whereby Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and
- c. Equal opportunity to the Channels for participation in events and promotions that the Operator undertakes subject to commercial agreement for each event.

20. INTELLECTUAL PROPERTY RIGHTS:

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

21. LIMITATION OF LIABILITY:

- (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.
- (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

22. CONFIDENTIALITY:

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

23. FORCE MAJEURE:

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

24. NO AGENCY:

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

25. NO WAIVER:

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

26. ASSIGNMENT:

- (i) Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of SBPL, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of this clause, the Operator shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels, as the case may be, and in material breach of this Agreement which shall entitle SBPL to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.
- (ii) SBPL may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as SBPL vis a vis the Operator. Such assignment by SBPL shall be effective on and from the date as communicated in writing by SBPL to the Operator.

27. INDEMNITY AND THIRD-PARTY CLAIMS:

- (i) The Parties shall forever keep and hold the other Party and such Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any of the defaulting Party's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.
- (ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- (iii) SBPL makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval or as to whether or not the Subscribed Channels complies with laws and regulations of any governmental and other authorities for its distribution. The Operator shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Operator and maintaining those approvals, licenses and permissions throughout the Term.
- (iv) The Operator acknowledges and accepts that SBPL shall not be liable in any manner to the Operator or any third party as regards to any program content or alleged violations of any third-party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable Laws.
- (v) This clause shall survive termination of the Agreement.

28. SEVERABILITY:

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

29. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Operator and SBPL set forth in the Agreement, unless either Party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D. All notices to SBPL shall be addressed in the attention of "Managing Director", Suryansh Broadcasting Private Limited, B-6, ABM Towers, Near GCDA, Kadavanthra – 682020, Ernakulam, Kerala.

30. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the Parties, arising out of or in connection with or as a result of the Agreement

31. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedules and Annexes contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE AFFIXED THEIR RESPECTIVE HANDS AND SEAL ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

FOR THE FIRST PARTY

Name:
Designation:

FOR THE SECOND PARTY

Name:
Designation:

WITNESSES:

Name:
Address:

Name:
Address:

Schedule 1

Technical Specifications

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

STB Requirements:

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

Digital Set-Top-Box Requirements:

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

Fingerprinting Requirements:

- 1) The finger printing should not be removable by pressing any key on the remote.
- 2) The Finger printing should be on the top most layer of the video.
- 3) The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- 4) Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.

- 5) The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.
- 6) The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
- 7) The Finger printing should be possible on global as well as on the individual STB basis.
- 8) The Overt finger printing and on screen display (OSD) messages of SBPL should be displayed without any alteration with regard to the time, location, duration and frequency.
- 9) No common interface Customer Premises Equipment (CPE) to be used.
- 10) The STB should have a provision that OSD is never disabled.
- 11) If any piracy is reported by SBPL, the Operator shall deactivate the STB and Viewing Card in 10 to 20 minutes of such reporting.

CAS & SMS Requirements:

- 1) The current version of the Conditional Access System should not have any history of the hacking
- 2) The fingerprinting should not get invalidated by use of any device or software.
- 3) The STB & VC should be paired from head-end to ensure security.
- 4) The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
- 5) The CA provisioning company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
- 6) The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
- 7) The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - a. Unique Customer Id
 - b. Subscription Contract no
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline no
 - g. Mobile No
 - h. Email-id
 - i. Service /Package subscribed to
 - j. Unique STB No
 - k. Unique VC No
- 8) The SMS and CAS should be able to undertake the:
 - a. Viewing and printing historical data in terms of the activations, deactivations, etc.
 - b. Location of each and every STB/VC unit
 - c. The SMS and CAS 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 package wise details of the channels in the package
 - vi. The package wise subscriber numbers
 - vii. The ageing of the subscriber on the particular channel or package
 - viii. The history of all the above-mentioned data for the period of the last 2 years

- 9) The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
- 10) Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
- 11) The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
- 12) The SMS should be able to generate itemized billing such as content cost, rental of the equipments, 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.
- 15) The Operator shall provide a copy of its CAS & SMS certification from the Authorized vendor of such CAS & SMS service.
- 16) Upon request by SBPL, the Operator shall put its water mark logo on Subscribed Channels.
- 17) The Operator shall co-operate and co-ordinate with SBPL's anti-piracy team to curb the piracy of Channels in its network or piracy of channels being done using the signals of the Operator. If required, the Operator shall also accompany the SBPL anti-piracy team to jointly investigate and take appropriate action to curb piracy.

Schedule 2

OPERATOR'S ANTI-PIRACY OBLIGATIONS

1. General

- 1.1. Operator shall take all necessary actions to prevent any unauthorized access to the Channels/Subscribed Channels through its digital Addressable System.

2. STBs, VCs, Systems and Procedures

- 2.1. In order to ensure that each STB is capable of being used for Fingerprinting, Operator shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- 2.2. Operator represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at a applicable residential address. Adequate systems, processes and controls shall include, without limitation, Operator:

- 2.2.1. collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
 - 2.2.2. requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
 - 2.2.3. investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
 - 2.2.4. deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
 - 2.2.5. ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
 - 2.2.6. requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
 - 2.2.7. De-authorizing any STB or VC that is found outside the Area or in the possession of a person who is not a bona fide Subscriber.
- 2.3. Operator represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Channels/Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other operator.
- 2.4. Operator represents, warrants and undertakes that all installations of STBs and VCs are done directly by Operator or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, Operator's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:
- 2.4.1. Name;
 - 2.4.2. Installation address;
 - 2.4.3. Billing address (if different);
 - 2.4.4. Telephone number of the installation address, where applicable;
 - 2.4.5. Subscriber's unique subscriber reference or subscription agreement number;
 - 2.4.6. Channels/Bouquets that have been selected;
 - 2.4.7. Name and unique reference number of the dealer who sold the STB to such Subscriber;
 - 2.4.8. Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
 - 2.4.9. Name and unique reference number of the installer (if different from the dealer);
 - 2.4.10. VC number; and
 - 2.4.11. Unique STB number.
- 2.5. Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channels/Subscribed Channels can be accessed from addresses which are:

- 2.5.1. not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or
 - 2.5.2. outside the Area; or
 - 2.5.3. that of a cable head end or any other distributor of such Channel.
- 2.6. In order to ensure that the VC is only activated for bona fide Subscribers, Operator further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.
- 2.7. Operator represents, warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

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

4. Conditional Access and other systems

- 4.1. Operator shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2. Operator represents and warrants that: (a) both the CAS and SMS shall be of a reputed organisation and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

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

4.4. All activations and deactivations shall be performed only through SMS and not CAS

5. Piracy, piracy reports and prevention

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

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

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

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

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

5.2. If SBPL or Operator becomes aware of a Piracy Event Then Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

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

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

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

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

Schedule 3

STATE / UNION TERRITORY WISE SUBSCRIPTION REPORTS

Reported Month: _____ State / Union Territory: _____ Year: _____

A.1 Monthly subscription of the channel shall be arrived at, by averaging the number of subscribers subscribing the channel, recorded four times in a month, as provided in Table 1 below. 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

If the Operator subscribes any of the Channel(s) on an a-la-carte basis and offers the same to the Subscribers on a-la-carte basis

Sl. No	Name of The channel	Area/ City/ Town	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 Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4

Table 1-A

INCENTIVE SUBSCRIPTION REPORTS

Sl. No	Name of The channel	LCN No	LCN Rank	Primary Market	Subscribers of the Channel in the Primary Market	Subscribers of Operator in the Primary Market

Note:

1. Each set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the Operator, shall constitute one subscriber.
2. The reports shall be generated in non-editable PDF format, with read only permissions.
3. The Active subscriber base of the Operator for the primary market for availing the LCN incentive for the month will be provided along with the monthly reports, duly certified.

Annexure I

Application for request of signals of Channels of SBPL (Refer sub-regulation (6) of regulation 10 of the Interconnection Regulations 2017)

1. Name of the MSO: _____
2. The name(s) of Owners/Directors/Partners of the MSO: _____
3. Registered Office address of MSO: _____
4. Complete Address for communication (with pin code): _____
5. Name of the contact person/ Authorized Representative (letter of authorization enclosed): _____
6. Telephone: _____
7. Email address: _____
8. Copy of certificate of registration/ permission/ license (Attach a Copy): _____
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the MSO: _____
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas: _____
11. Area wise present subscriber base of the MSO: _____
12. List of Channel(s) for which signals of television channels are requested: _____
13. Service Tax registration number/Goods and Services Taxes ("GST") registration number: _____
14. Entertainment Tax Number: _____
15. PAN No. (Attach a copy): _____
16. Are the CAS/ SMS in compliance with the regulations: YES/ NO _____
17. Copy of the report of the Auditor in compliance of the Schedule III of the Interconnection Regulations 2017 (if available) (Attach a Copy)

Signature

Place:
Date:

DECLARATION

I _____ s/o or d/o _____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____ (Name of MSO), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

Signature

Place:
Date:

ANNEXURE A

THE CHANNELS AND GENRES

CHANNEL	GENRE
FLOWERS	GENERAL ENTERTAINMENT (MALAYALAM)

ANNEXURE B

A-LA-CARTE RATES PER SUBSCRIBER PER MONTH

CHANNEL	A-LA-CARTE RATE (INR)
Standard Definition Channel	
FLOWERS	Rs. 10/-

***Distribution fee is 20% of MRP of subscribed channel**

*SBPL reserves the right to revise the MRPs of pay channels, subject to compliance with the Applicable Laws.

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

ANNEXURE B-2

INCENTIVE SCHEME

If the Operator subscribes the Channel of SBPL and offers the same to the Subscribers on standalone basis or as part of any Operator Tier(s)/Package (s), the Operator shall be entitled to discount as per Table A below, subject to the following:

- a. If the channel is placed in the LCN slab as per Table A below, and
- b. if the constituent channel of reaches at least 80% of the Total Subscriber of the Affiliate in the respective Primary Market for the purpose of LCN incentive as detailed in Annexure B.

It is hereby clarified that subject to compliance of the above para, the Operator shall be entitled to have flexibility of placing channel in the slab as mentioned in Table A. (e.g.: If the Operator deploys the channel in the Slab mentioned in Table A of the Incentive Plan, then the Operator will be entitled for discount on the basis of Slab rate as mentioned in Table A).

SBPL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of any of the Incentive Schemes at its sole discretion. In addition, SBPL at sole discretion may amend the Incentive Scheme(s) in the event, during the Term, (i) SBPL launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by SBPL and/ or its current or future subsidiaries, and in such an event SBPL shall have the right to withdraw and/ or modify this Annexure and/ or the Incentives set out herein in its sole discretion.

Table A

LCN Rank Requirement and Incentive Scheme

Particulars	Slab	Percentage Incentive	Competing Channels in same Genre
Incentive	1 to 3	15%	Asianet, Asianet Plus, Surya, Mazhavil Manorama and similar channels

**ANNEXURE B-3
CALCULATION OF MONTHLY LICENSE FEES*
(ILLUSTRATIONS)**

If the Operator subscribes Flowers on an a-la-carte basis and offers the same to the Subscribers on a-la-carte basis

MRP of Flowers	:	Rs. 10.00
Less Distribution Margin @20% of MRP	:	Rs. 2.00
SBPL's share of MRP	:	Rs. 8.00
Assuming Monthly Average Subscriber Level	:	10,000
Monthly License Fee (payable to SBPL)	:	Rs. 80,000.00

INCENTIVE SCHEME AVAILED AND CONDITIONS ACHIEVED BY THE OPERATOR

If the Operator subscribes the Channel and offers the same to the Subscribers and satisfies the minimum reach in the primary market as mentioned above:

MRP of Flowers	:	Rs. 10.00
Less LCN Incentive (15% on MRP)	:	Rs. 1.50
Net MRP of Flowers	:	Rs. 8.50
Less Distribution Margin @20% of MRP	:	Rs. 2.00
SBPL's share of MRP	:	Rs. 6.50
Assuming Monthly Average Subscriber Level	:	10,000
Monthly License Fee (payable to SBPL)	:	Rs. 65,000/-

ANNEXURE C

EXECUTION REQUIREMENTS

- i. The Certificate of Incorporation/ Registration – certified by the Company Secretary /Director.
- ii. Memorandum and Articles of Association of the company
- iii. Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
- iv. Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- v. Photograph of the signatory.
- vi. Copy each of DAS License, Service Tax Registration, TAN No., and Entertainment Tax Registration Number.
- vii. Declaration Form from the Operator's CAS vendor as per enclosed format (refer Annexure C1).
- viii. Declaration Form from the Operator's SMS vendor as per enclosed format (refer Annexure C2)
- ix. Copy of CAS &SMS integration certificate specifying the date of integration.

ANNEXURE C1

[On the letterhead of CAS Vendor]

DECLARATION FORM TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having its office at _____ and having its DAS headend at _____ has installed Conditional Access System (CAS) from our company for its digital cable network, a snapshot of which is provided below:

Date of CAS Installation:

CAS Version:

CAS ID:

NETWORK ID:

We hereby confirm that the above-mentioned CAS installed at above mentioned headend meets the digital addressable system requirements specified in Schedule 1 of the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012 dated April 30, 2012 (as amended) including but not limited to the following:

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

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

Thanking you

For (CAS company name)

(Signature)

Name:

Designation: (not less than a level of COO or CEO or CTO)

Encl: As above Company seal:

ANNEXURE C2

[On the letterhead of SMS Vendor]

DECLARATION FORM

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its office at _____ and DAS headend at _____ has installed SMS from our Company for its digital cable network, a snapshot of which is provided below:

Date of SMS Installation: _____

SMS Version: _____

We hereby confirm that the above-mentioned SMS installed at above mentioned headend meets the digital addressable system requirements specified in Schedule 1 of the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012 dated April 30, 2012 (as amended) including but not limited to the following:

1. The SMS is currently in use by other pay television services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system on 24x7 basis through the year.
4. This SMS is independently capable of generating log of all activations and deactivations.
5. We are able to provide monthly log of activations and deactivations on a particular channel or on a particular package / bouquet.
6. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
7. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
8. This SMS is capable of giving the reporting, at any desired time, amongst others, about the history of the data (including logs of all activations and deactivations) for the period of last 2 years for every channel and bouquet

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

Thanking you

For (SMS company name)

(Signature)

Name: _____

Designation: _____ (not less than a level of COO or CEO or CTO)

Encl: As above Company seal:

ANNEXURE D

Scope of the Audit

1. Processes and systems walk through

Understand and Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems in the integrated CAS and SMS system

- Customer acquisition Form
- Updation of CAS in SMS system
- Integration of SMS system with CAS system
- Activation and De-activation of the channels/packages to the customer in authentication, billing and SMS system
- Bouquet / Subscriber Package change request process
- Package creation
- Mapping channels to Packages
- Mapping service id of channels
- Verification of logs generated for simulation cases in SMS and CAS system
- Customer Retention process, if any
- Deactivation and churn process
- Cycle of report's generation for submitting subscribers' details
- Network configuration overview.

2. Head End Audit

Operator shall provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose. Operator 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.
- All TS from MUX should be encrypted for the territory.
- Operator to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only
- All Pay Channels IRDs to be provided to OPERATOR's by Company should have SDI/Composite/ SDI output only.
- Company should not give IRDs with ASI/IP output or CAM Module

3. CAS Audit

Operator will make available accurately as under

- All requirements as per Schedule 1
- CA system certificate to be provided by operator.
- CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- Operator 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.
- Reconcile of CAS database / Subscriber Package-wise) with SMS database.
- Review and certify that all activation is done only from SMS and no activation / deactivation from direct CAS system,
- Review and reconcile de-active subscriber /STB between CAS and SMS system

- Operator should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years

4. SMS Audit:

- SMS and CAS should be fully integrated.
- All product authorization must be from SMS only.
- All requirements as per Schedule 1
- Reconcile SMS data with CAS data

Review and understand query used for live extraction of data from SMS for the period under audit

1. Parameters to be validated but not limited only to, during the audit

- Review Complete Network Diagram
- Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- Check the number of MUX"s installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.
- Review whether Live diagram / fiber details of network are captured in SMS system
- Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- Review the subscribers' activation/ de-activation history in the SMS system
- Validate if the SMS is integrated with CAS.
- Validate if independent logs/report can be generated for active and de-active VCs with the product/channels active in both SMS & CAS.
- Validate if all the STBs are individually addressable from the System and are paired with the viewing cards
- Review the Electronic Programming Guide to check LCN and genre of all Channels
- Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Company/ Aggregators.
- Review of the following reports is supported by SMS and CAS:
 - Total no of Subscribers – active & de-active separately
 - De-active subscribers with ageing
 - Channel wise Subscribers – total
 - Channel wise Subscribers – split by Bouquet / Subscriber Package
 - Revenue by Bouquet, Subscriber Package or A-la-carte Channel
 - Subscriber/Revenue Reports by State/City
 - No of Bouquets / Subscriber Package offered
 - List of Channels / rates of each Bouquet / Subscriber Package
 - Rate Card Options offered / Attached with active Subscribers
 - Historical data reports
 - Free / demo Subscribers details
 - Exception cases – active only in SMS or CAS

Review and understand the process followed by the operator to compute and arrive at the monthly average subscriber numbers reported to SBPL.

5. **STB Audit: As per Schedule 1**

6. **Distribution Network Audit:** OPERATOR should provide below information in detail:

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

7. **Anti-Piracy Measure: As per Schedule 2**

8. **Subscriber Audit**

- Provide system generated Channel-wise and Bouquet / Subscriber package –wise report of channels for the platform in non-editable format. 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
 - Analyze declaration reports
 - Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
 - Analyze the computation of average subscribers
 - Ascertain the average subscribers for a specific period by generating a report for the given period in the presence of the representative/auditors.
 - 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 and Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
 - Activation and deactivation request logs, opening and closing numbers of the active subscribers for a specific period (report to be taken in front of the auditors/ rep).
 - Confirmation of the numbers on the middle of the month on a random chosen date
 - Report to be extracted 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.
9. In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS.
10. Obtain any other data requirement which would come up during the process of audit.