

REFERENCE INTERCONNECT OFFER OF SURYANSH BROADCASTING PRIVATE LIMITED. Pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017 ("Interconnection Regulations") and The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, (as may be amended from time to time) (collectively referred to as "2017 Regulations") read with The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (referred to as "Jan 2020 Amendments") and The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 dated November 22, 2022 and The Telecommunication (Broadcasting And Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 dated November 22, 2022 (referred to as "November 2022 Amendments") and would be effective from 1st February, 2023 (or such other date as may be decided by TRAI/competent authority). 2017 Regulations, Jan 2020 Amendments and November 2022 Amendments shall hereinafter collectively referred to as the "New Regulatory Framework"

In the event there is any change in the Applicable Laws, the Broadcaster shall revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement covering all such revisions/ modifications/ alterations shall be executed between the Parties. In such an event, this RIO and / or the existing agreement shall automatically be null and void.

This Reference Interconnect Offer ("RIO") is being published by **Suryansh Broadcasting Private Limited** ("Broadcaster"), specifying the technical and commercial terms and conditions, in compliance with the New Regulatory Framework. The Distribution Platform Operators ("DPOs") desirous of re-transmitting signals of the channels distributed by the Broadcaster, ("Channels") may seek interconnection for the channels on the basis of this RIO. In accordance with the New Regulatory Framework, this RIO shall be effective from **1st February 2023**.

Every DPO desirous of availing signals of the Channels to retransmit the same through such DPO's digital distribution platform, shall not be in default of payment to Broadcaster, in terms of Clause 3(2) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as amended in the year 2019 and such DPO shall make a written request to the concerned person from amongst the following persons designated by the Broadcaster, *(for the applicable digital distribution platform in the applicable region)* by submitting the duly filled in application form hereto annexed and marked as **Annexure P**. While submitting the application form, DPO shall also submit documentary evidence/technical compliance report showing that DPO's digital distribution platform meets the requirements specified in the **Schedule III** of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended Regulations, 2019 **and** the Interconnection Agreement which is attached herewith.

i. For Digital Addressable Cable Television Network

1.	K N Rishikesh	+91 8606898666	cfo@insightmediacity.com	Pan India

For the Broadcaster

For the DPO

ii. For DTH Service / HITS Service / IPTV Service

Sr. No.	Name of Designated Person	Contact Number	Email	Region
1	K N Rishikesh	+91 8606898666	cfo@insightmediacity.com	Pan India

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

Upon receipt of the duly filled in Application Form from the DPO and/or before providing the signals of the Channel(s) to the DPO, if Broadcaster is of the opinion that the digital distribution platform of such DPO does not meet the requirements specified in Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017, as per the amended Regulations 2019, and **Annexure H** and **Annexure N** of the Interconnection Agreement, then Broadcaster, may cause an audit of the DPO's digital distribution platform by M/s Broadcast Engineering Consultants India Limited ("BECIL") and /or by any of the auditors empaneled by TRAI, for conducting such audit and provide copy of the report prepared by BECIL/ the applicable empaneled auditor to the DPO.

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

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

INTERCONNECTION AGREEMENT

FOR THE BROADCASTER OFFICE USE ONLY

Agreement No: SA _____

Customer Reference No: _____

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

Suryansh Broadcasting Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at XI-234B, Near Gandhi Square, Maneed, Piravom, Ernakulam, Kerala (*hereinafter referred to as "Broadcaster", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns*); and

DPO: _____

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

Registered Address: _____
District: _____; State: _____

Correspondence Address: _____

District: _____; State: _____

Contact Person: _____ Tel. No.: _____ Email id: _____

Name of Authorized Signatory (Mr.): _____

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

Table 1					
Status of Registrations / Licenses of the Permitted Digital Distribution Platform	Name of Registrant / License holder	License / Registration No.	Registered area of operation, as per Registration/License (if applicable)	Validity	
				From	To
DAS License (if applicable)					
DTH License (if applicable)					
HITS License (if applicable)					
Wireless Operational License (if applicable)					
IPTV License (if applicable)					
Any Other Applicable License (please specify in the space below)					
•					
•					

Permanent Account Number (PAN)					
Tax Deduction and Collection Account Number (TAN)				NA	NA
Entertainment Tax Registration					
Goods and Service Tax No. (GST No.)		NA			

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

RECITAL:

- A. Broadcaster is the owner/licensee of the Channels having the relevant up-linking and downlinking permission from the MIB and is authorized to retransmit signals of the Channels in the Territory.
- B. DPO is authorized to retransmit signals of satellite television channels through its Permitted Digital Distribution Platform in the Territory.
- C. DPO is desirous to subscribe and carry the Subscribed Channels for further retransmission through its applicable Permitted Digital Distribution Platform in the Territory and in this regard has approached the Broadcaster.

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

1. DEFINITIONS:

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

- (a) **“Active/Authorized Subscriber”** means a Subscriber who has been authorized to receive channel(s) available on DPO’s Permitted Digital Distribution Platform *(either directly or indirectly through the DPO’s affiliated LCO, as the case may be)*, as per the SMS of the DPO’s Permitted Digital Distribution Platform and whose set top box has not been denied signals;
- (b) **“DPO’s Active Subscriber Base”** means the total number of Active Subscribers.
- (c) **“DPO’s STB”** means DPO provided and/or DPO authorized set top box *(embedded with CAS microchip)* installed in the premises of an Active Subscriber that allows such Active Subscriber to receive channel(s) in an unencrypted and descrambled manner through the DPO’s Permitted Digital Distribution Platform *(either directly or indirectly through the DPO’s affiliated LCO, as the case may be)*.
- (d) **“Applicable Laws”** means all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any

local and national laws, treaties, voluntary industry standards (if any) rules, directives, regulations, guidelines, and code of conduct of the MIB, TRAI, BIS, Ministry of Communications and Information Technology (MCIT), Department of Telecommunications under MCIT in India (DOT), Department of Electronics and Information Technology (DEITY) that have come into effect, those applicable to any tax, consumer and/or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment. For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by Applicable Law, including, without limitation, the TRAI and the MIB.

- (e) **“Agreement”** means this Interconnection Agreement, including the Annexures attached to this Agreement.
- (f) **“A-la-carte”** shall mean offering of the Available Channels individually or standalone basis;
- (g) **“A-la-carte RTA”** shall mean the applicable A-la-carte rate to DPO for the channel, as mentioned in **Annexure F** attached to this Agreement, which has been arrived at after deducting distribution margin of twenty percent (20%) from the A-la-carte MRP of such Channel.
- (h) **“Authorized Area(s)”** means the authorized areas of operation of the DPO as set out in **Annexure B**.
- (i) **“Average Active Subscriber Base of Package”**, with respect to each Package, means the average number of Active Subscribers subscribing to such Package, as shall be ascertained by the Subscriber Report submitted by the DPO in the manners specified in **Annexure I** attached to this Agreement.
- (j) **“Average Broadcaster’s Subscriber Base”** means the average number of Broadcaster’s Subscribers arrived at by averaging the Broadcaster’s Subscriber count in the Subscriber Report submitted by the DPO in the manner specified in **Annexure I** attached to this Agreement.
- (k) **“BIS”** means the Bureau of Indian Standards established under the Bureau of Indian Standards Act 1986.
- (l) **“Broadcasting Services”** means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;
- (m) **“Broadcaster’s Subscriber”** means each such Active Subscriber in the Territory, who receives signals of channel(s) from amongst the Subscribed Channels at a place indicated by such Active Subscriber. For the sake of clarity, each DPO’s STB in the private residential household(s) or private residential multi-dwelling unit(s) of a Broadcaster’s Subscriber shall be treated as one Broadcaster’s Subscriber.
- (n) **“Bouquet of Channels”** means package/combination/assortment of distinct channels, from amongst the Channels, offered by the Broadcaster together as a group or as a bundle, as is listed in **Annexure F** attached to this Agreement.
- (o) **“Broadcaster’s Share of MRP”**, with respect to each Subscribed Channel, shall mean the fee payable by the DPO to the Broadcaster, for retransmission of signals of such Subscribed Channel through the DPO’s Permitted Digital Distribution System;
- (p) **“Broadcaster’s STB”** means each set top unit provided by Broadcaster, together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure C** attached to this Agreement, which enables the DPO to decrypt the encrypted signals of the Subscribed Channels.

- (q) **“Cable Service”** means the transmission of programs including retransmission of signals of television channels through cables;
- (r) **“Cable Television Network”** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (s) **“Cable TV Act”** shall mean Cable Television Network (Regulation) Act of 1995 and the Rules framed thereunder from time to time.
- (t) **“CAS”** means conditional access system installed at the DPO’s head-end/earth station (which is fully integrated with SMS) that enables subscribers of the DPO’s Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO’s Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels. **“CAS Declaration”** means the CAS declaration from the conditional access vendor in the format as set out in **Annexure L**.
- (u) **“Channels”** means the satellite television channels listed in **Annexure E** attached to this Agreement.
- (v) **“Commercial Subscribers”** means a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum of money to be paid by such person or as amended by TRAI.
- (w) **“Confidential Information”** means any confidential information disclosed by Broadcaster to the DPO and any such other confidential and proprietary information, including the terms and conditions of this Agreement, disclosed by the Broadcaster during the Term with respect to the DPO retransmitting the Subscribed Channels in the Territory through the DPO’s Permitted Digital Distribution Platform.
- (x) **“Converted Channel(s)”** shall mean (i) conversion of a Free-to-Air Channel into a Pay Channel; or (ii) conversion of a Pay Channel(s) to a Free-to-Air Channel.
- (y) **“Corporate Affiliate”** means and includes all parent, affiliate and subsidiary company(ies) of the Party in reference and shall mean, with regard to either Party, any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with the Party including but not limited to all parent, affiliate, and subsidiary company(ies) of such Party.
- (z) **“Digital 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 signals of the Cable Television Network can be sent by a MSO to its Subscriber (either directly or indirectly through the DPO’s affiliated LCO, as the case may be) in an encrypted form, which can be decoded by device(s), having an activated CAS at the premises of the Subscriber within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber.
- (aa) **“Digital Addressable Cable Television Network”** means a Cable Television Network enabled with Digital Addressable System.
- (bb) **“DTH operator”** means a company that has been granted license by the Central Government to provide DTH Service;
- (cc) **“DTH Service”** means distribution/re-transmission of signals of television channels in Ku-band (or any other band as approved by the MIB), through satellite system, directly to Subscriber’s premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;
- (dd) **“DPO”** means any MSO or HITS operator or DTH operator or IPTV operator authorized to retransmit signals of satellite television channels through its applicable Digital Distribution Platform.

- (ee) **“Digital Distribution Platform”** means, with respect to MSO, such MSO’s Digital Addressable Cable Television Network, with respect to HITS operator, such HITS operator’s HITS Service, with respect to DTH operator, such DTH operator’s DTH Service and with respect to IPTV operator, such IPTV Operator’s IPTV Service, as the case may be.
- (ff) **“Distribution Fee”** means such amount as shall be equivalent to twenty percent (20%) of: (i) the a-la-carte MRP of the applicable channel from amongst the Subscribed Channels, and (ii) the bouquet MRP of the Subscribed Bouquet(s), which the DPO shall be entitled to receive on a monthly basis, or part thereof, as commission towards retransmission of the Subscribed Channel(s) through the DPO’s Permitted Digital Distribution Platform in the Territory during the applicable month of the Term, or part thereof;
- (gg) **“EPG”** means electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows Subscribers to navigate and select such available channels and programs.
- (hh) **“EPGN”** means the EPG number for each of the subscribed Channel(s)
- (ii) **“Force Majeure Event”** shall mean any act, cause, contingency or circumstance beyond the control of the Broadcaster, as the case may be, including, without limitation, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, public transportation dispute, satellite failure or transponder failure;
- (jj) **“FTA channel”** means free-to-air channel, which is declared as such by a broadcaster and for which no fee is payable by the distribution platform operators to the broadcaster for signals of such channel.
- (kk) **“GST”** shall mean the Goods and the Services Tax which includes the Central Goods and Services Tax (‘CGST’), the State Goods and Services Tax (‘SGST’) / Union Territories Goods and Service Tax (‘UTGST’) and/or the Integrated Goods and Services Tax (‘IGST’) as may be applicable which are levied under the GST Legislations;
- (ll) **“GST Laws”** shall mean (a) The Central Goods and Services Act, 2017, as amended from time to time; (b) The Integrated Goods and Services Act, 2017, as amended from time to time; (c) The Union territory Goods and Services Act, 2017, as amended from time to time; (d) The Goods and Services Tax (Compensation to States) Act, 2017, as amended from time to time; (e) The State GST Act passed by each State in its legislature or any other present and future GST related laws in force in the territory of India;
- (mm) **“HITS operator”** means any person permitted by the Central Government to provide HITS service;
- (nn) **“HITS Service”** means transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers by using satellite system and its own cable networks.
- (oo) **“IPTV operator”** means a person permitted by the Central Government to provide IPTV service;
- (pp) **“IPTV Service”** means delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers;
- (qq) **“Intellectual Property”** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Channels.
- (rr) **“IRD”** means an integrated receiver cum decoder box.

- (ss) **"Incentive Plan"** means discount(s) offered by Broadcaster to DPO (i) on a-la-carte MRP of such Channel(s) from amongst the Subscribed Channels which DPO subscribes on a- la- carte basis , as are set out in this Agreement, subject to DPO complying with all the terms and conditions of the selected Incentive Plan(s) to qualify for the applicable discount(s).
- (tt) **"Interconnection Regulations"** means, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended Regulations, 2019 (hereinafter referred as Amendment Regulations, 2019).
- (uu) **"LCN"** shall have such meaning as is set forth in Clause 10 of this Agreement.
- (vv) **"LCO"** means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;
- (ww) **"Marks"** shall mean all Intellectual Property owned or used by the Broadcaster or the applicable channel provider of the Channel(s) from time to time in connection with the Channel(s), including, without limitation, the trade names and trademarks therein.
- (xx) **"Merged Entity"** shall have such meaning as is set forth in Clause 13(a) of this Agreement.
- (yy) **"MCIT"** means Ministry of Communications and Information Technology in India.
- (zz) **"MIB"** means the Ministry of Information & Broadcasting in India.
- (aaa) **"MRP"**, with respect to each Subscribed Channel and each Subscribed Bouquet shall mean the maximum retail price (as is set forth in **Annexure F** attached to this Agreement), excluding all applicable indirect taxes including Goods and Services Taxes ("GST"), cess, charges, levies, duties, as applicable., that the DPO shall pay to the Broadcaster for each Broadcaster's Subscriber, irrespective of the price that is charged by the DPO from Broadcaster's Subscriber for such Subscribed Channel(s) and/or Subscribed Bouquet(s);
- (bbb) **"MSO"** means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators;
- (ccc) **"New Digital Distribution Platform Service"** shall have such meaning as is set forth in Clause 13(b) of this Agreement.
- (ddd) **"Package(s)"** means various package(s) / combination / assortment of channel(s) and/or bouquets of channel(s) (comprising of channels and/or bouquets of channels of one or more broadcaster(s)) offered by DPO to Active Subscribers.
- (eee) **"Party"** means, individually, the Broadcaster or the DPO.
- (fff) **"Parties"** means, collectively, the Broadcaster and the DPO.
- (ggg) **"Platform"** shall mean DAS platform owned and/or operated by the DPO and its sub- operators in the Authorized Area and for purposes of clarity shall exclude any and all other media platforms and means of distribution of content and television channels including without limitation, analogue cable systems, non-addressable digital cable systems, direct-to- home (DTH), headend-in-the-sky (HITS) and internet protocol television (IPTV);
- (hhh) **"Pay channel"** means a channel, which is declared as such by a broadcaster and for which a share of maximum retail price is payable by the distribution platform operators to the broadcaster, and for which authorization is to be obtained from the broadcaster for distribution of such channel to its subscribers.

- (iii) **“Payment Due Date”** shall have such meaning as is set forth in Clause 6(c) of this Agreement.
- (jjj) **“Permitted Digital Distribution Platform”**, with respect to this Agreement, means the Digital Distribution Platform for which the DPO has filled applicable details in Table 1 above.
- (kkk) **“Piracy”** shall have such meaning as is set forth in Clause 18(a) of this Agreement.
- (lll) **“Security Systems”** shall have such meaning as is set forth in Clause 18(a) of this Agreement.
- (mmm) **“Subscriber¹”** means a person who receives Broadcasting Services from a DPO at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting Services, shall constitute one Subscriber.
- (nnn) **“SMS”** means a subscriber management system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber’s record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.
- (ooo) **“Subscribed Bouquet(s)”** means the Bouquet(s) of Channels subscribed by DPO and as is/are specifically identified by DPO by assigning tick marks (✓) against such Bouquet(s) of Channels in **Annexure F** attached to this Agreement.
- (ppp) **“Subscribed Channel(s)”** means such channel(s) from amongst the Channels which has been subscribed by DPO under this Agreement on a-la-carte basis (by assigning tick marks (✓) against such Channel(s) in **Annexure F** attached to this Agreement) and/or as part of a Subscribed Bouquet.
- (qqq) **“Subscriber Reports”** means the monthly reports to be provided by DPO to the Broadcaster in terms of Clause 14 of this Agreement.
- (rrr) **“Subscriber Report Due Date”** shall have such meaning as is set forth in Clause 14(b) of this Agreement.
- (sss) **“Technical Specifications”** means the technical specifications set forth in **Annexure H** to the Agreement and to **which**, the DPO’s STBs, CAS and SMS of DPO’s Permitted Digital Distribution Platform must comply with.
- (ttt) **“Territory”** means such areas where the DPO has been granted license by the MIB to operate which are listed in **Annexure A** attached to this Agreement.
- (uuu) **“Term”** shall mean the period specified in Clause 22 of this Agreement.
- (vvv) **“TDSAT”** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (www) **“TPO”** shall have such meaning as TPO is set forth in Clause 13 of this Agreement.
- (xxx) **“TRAI”** means the Telecom Regulatory Authority of India.

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

(yyy) **"Viewing Card" or "VC"** shall mean the smart card provided by the Broadcaster to the DPO to be used together with the IRD in order for the DPO to access and decode the signals of the respective Channels.

(zzz) **"Website"** means <http://www.flowerstv.in/>

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

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

3. ACTIVE/AUTHORISED SUBSCRIBER:

- (a) Active/Authorized Subscriber shall mean any subscriber of the DPO who receives the signals of the Channel(s) at a place indicated by the DPO without further transmitting it to any other person and who does not cause the signals of the Channel(s) to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the signals of Channel(s), shall constitute an Authorized Subscriber.
- (b) Subscriber for the purposes of calculation of the Broadcaster's Share of MRP means, for any calendar month, each Set Top Box, which is availing the Channel(s) through the DPO.
- (c) DPO shall not be permitted nor shall be entitled to activate the STB/ provide signals of any Channel(s) to any such subscribers who have not submitted Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle the Broadcaster to disconnect its channels by giving written Notice for non-compliance to the DPO.
- (d) Each Set Top Box in a household or unit in a multi-dwelling residential unit or at any other place other than a residential unit shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) STB authorized by the DPO to receive the Channels then every such connection(s) shall be considered as a separate and distinct "Subscriber" in all respect including for calculation of Subscription Fees. DPO shall maintain proper and accurate records of each and every connection and would furnish the details to the Broadcaster.
- (e) It is hereby agreed and acknowledged by the Parties that this Agreement does not confer upon the DPO, right to distribute the Channels in any manner to any Commercial Subscriber. Each Set Top Box deployed by the Commercial Subscriber shall be treated as a separate Subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of the Channels.

4. REMOVAL OF CHANNEL

The Broadcaster reserves the right to remove any channel ("**Removed Channel**") at any time during the Term, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to the DPO and / or add any new channel and to grant the distribution rights to the DPO in respect of the new channel.

Once a Channel becomes a removed Channel, the same shall cease to be made available by Broadcaster on A-la-carte basis and/or as part of Bouquet. In case of any Channel being discontinued by the broadcaster, effective MRP of the Subscribed Bouquet consisting such channel(s), would get adjusted by a factor of A-la-carte price of such discontinued channel(s) to the sum of A-la-carte prices of all channels forming part of that Subscribed Bouquet.

5. NON-EXCLUSIVE RIGHTS:

- (a) On the basis of the representations, warranties and undertakings given by the DPO, and subject to DPO complying with all the terms and conditions as set out in this Agreement, the Broadcaster hereby grants non-exclusive, non-transferable, non-sublicensable right to the DPO to receive signals of the Subscribed Channel(s)/Bouquets through Broadcaster's STB directly from designated satellites and retransmit signals of the Subscribed Channel(s) through DPO's Permitted Digital Distribution Platform to the Active Subscribers in the Territory (*either directly or indirectly through the DPO's affiliated LCO, as the case may be*) in a secured and encrypted manner during the Term (both to be done at DPO's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement. DPO hereby accepts such grant of right and agrees and acknowledges to retransmit signals of the Subscribed Channel(s)/Bouquets to Active Subscribers in the Territory (*either directly or indirectly through the DPO's affiliated LCO, as the case may be*) in a secured and encrypted manner during the Term (both to be done at DPO's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement.
- (b) All rights not specifically and expressly granted to DPO under this Agreement are withheld and reserved hereunder by the Broadcaster. Without prejudice to the generality of the foregoing, the Parties agree that the rights granted to the DPO excludes any/all right to retransmit the Subscribed Channel(s)/Bouquets through any Digital Distribution Platform (other than the DPO's Permitted Digital Distribution Platform), analog/encrypted retransmission, internet or OTT or mobile and/or for any non-linear viewing (e.g. any form of VOD including but not limited to catch up, slide loading etc.); and/or reception on any device (such as personal computer) other than television sets; and/or retransmission using, any technology now available or which may become available in future. DPO understands and agrees that mere possession of the Broadcaster's STB and/or access to the signals of the Subscribed Channel(s)/Bouquets does not entitle the DPO to receive and/or retransmit the signals of the Subscribed Channel(s)/Bouquets and/or use the Broadcaster's STB in any other manner whatsoever, unless the DPO is in full compliance of the other terms and conditions of this Agreement pertaining to DPO's receipt and retransmission of the Subscribed Channel(s). DPO shall not record, duplicate, transmit by any means or otherwise use the Subscribed Channel(s) other than as specifically set out in this Agreement. DPO shall not store any content forming part of any of the Subscribed Channel(s) for any reason whatsoever, including for the purpose of offering/providing free TV, interactive TV or online services. Use of DVR and PVR functionality by Subscribers may be allowed provided that no automatic advertisement skipping or store and forward functionality is permitted. DPO can provide recorder facility to Subscribers in accordance with the Interconnection Regulations, provided use of such recorder is regulated by agreement between DPO and Subscriber and is strictly only for non-commercial and private viewing by the Subscriber.
- (c) Grant of the aforementioned rights is subject to DPO submitting to the Broadcaster, a certified copy of a valid certificate of registration applicable to DPO's Permitted Digital Distribution Platform as laid down under the Cable Television Network (Regulation) Act of 1995, read with the Cable Television Network Rules, 1994 and / or any other applicable law as amended from time to time; and a copy of other statutory licenses/permissions, that may be required under the applicable laws, in connection with the ownership and operation by DPO of the Permitted Digital Distribution Platform.
- (d) Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by the Broadcaster to the DPO under this Agreement shall exclude time shifting of the programming of the Channels, multiplexing of the Channels, Pay Per View (PPV) Video On Demand (VOD) or Near Video On Demand (NVOD) rights and the Broadcaster reserves all such rights. The DPO shall not store any content of the Broadcaster satellite television channels for any reason whatsoever, save and except for compliance recording.

6. PAYMENT TERMS:

- (a) DPO shall provide to the Broadcaster the Subscriber Report for the applicable month, or part thereof, in the manner set forth in Clause 14 of this Agreement on or before the applicable Subscriber Report Due Date.

(b) The Broadcaster shall raise monthly invoices on the DPO, towards the Broadcaster's Share of MRP under this Agreement. Accordingly, the Broadcaster, shall raise monthly invoices towards Broadcaster's Share of MRP of a particular month, or part thereof (together with applicable taxes, levies and cess) post receipt of the Subscriber Report for such month, or part thereof, from DPO. In case DPO fails to send the Subscriber Report for the applicable month, or part thereof, within the applicable Subscriber Report Due Date, the Broadcaster shall have the right to raise a provisional invoice on DPO for the month for which the Subscriber Report has not been furnished by DPO. DPO agrees and acknowledges that the provisional invoice towards Broadcaster's Share of MRP shall be of such amount as shall be increased by 10% of the amount mentioned in the invoice raised on DPO towards Broadcaster's Share of MRP for the immediately preceding month. On receipt of the Subscriber Report for such month (*i.e., the month for which provisional invoice was raised*) from DPO, but no later than three (3) months from the Subscriber Report Due Date for such month (*i.e., the month for which provisional invoice was raised*), the Parties would conduct reconciliation between the provisional invoice raised by the Broadcaster and the Subscriber Report for such month furnished by DPO. In the event DPO fails to complete such reconciliation as set out herein above, it shall be deemed as breach of this Agreement and Broadcaster shall have the liberty to terminate this Agreement and/or disconnect/ deactivate signals of the Subscribed Channels in term of Clause 23 of this Agreement. This shall be without prejudice to any other rights and/or remedies which Broadcaster may have under the Applicable laws.

(c) DPO shall be required to make payment of the applicable invoiced amount to the following bank account only, *unless intimated otherwise in writing by Broadcaster*, towards discharge of its payment obligation of Broadcaster's Share of MRP within ten (10) days of receipt of such invoice from the Broadcaster ("**Payment Due Date**"). No cash payments shall be made by DPO towards any payments/dues whatsoever.

Bank Name – Punjab National Bank
Bank Address – Kathrikadavu Road, Ernakulam
IFSC Code – PUNB0429100
Bank Account No: 4291002100013661
Type of Account – Current
Name of Account Holder – Suryansh Broadcasting Private Limited

- (d) All applicable taxes/cess shall be in addition to the subscription fee and shall be borne by DPO.
- (e) The DPO understands and acknowledges that non-receipt of physical or as the case may be, a digital copy of dispatched invoices from the Broadcaster shall not relieve the DPO from its obligation to make the payments of the Broadcaster's Share of MRP within the Payment Due Date. DPO shall promptly notify the Broadcaster in case the DPO does not receive the applicable invoice on or before ten (10th) day of the applicable month. The invoice shall be deemed to be delivered to DPO if no such notification is received from DPO.
- (f) In the event of any discrepancy(ies) observed by DPO in the invoice, then the same shall be notified by DPO to Broadcaster, within seven (7) days from the date of receipt of such invoice. In the event DPO fails to notify any discrepancy(ies) in the invoice within the referred time-line, then such invoice shall be deemed to have been accepted by DPO and DPO shall be liable to make payment towards the invoiced amount on or before the Payment Due Date without any demur.
- (g) Failure of DPO to make payment of Broadcaster's Share of MRP by the applicable Payment Due Date shall attract interest at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess and shall constitute a material breach hereunder. The imposition and collection of interest on late payments does not constitute a waiver of DPO's obligation to make applicable payment(s) by the applicable Payment Due Date, and Broadcaster, shall retain all other rights and remedies available to Broadcaster under the Agreement and/or Applicable Laws.
- (h) For the sake of clarity, if under applicable Indian tax laws, any payments under this Agreement by DPO to Broadcaster, are subject to the deduction of withholding taxes, then the DPO shall (i) deduct/withhold the applicable withholding tax amount in the name of Broadcaster whose PAN number is AACCE8943K, (ii) remit/deposit such deducted withholding tax amount to

the applicable Indian tax authority in the name of Broadcaster within the due dates prescribed under the applicable Indian tax law and (iii) within the applicable statutory period, as per the applicable Indian tax law, deliver all documents to the Broadcaster evidencing such statutory deductions and remittance of the deducted/withheld amount in the name of Broadcaster to the applicable Indian tax authority. Failure of DPO to provide the required documents evidencing remittance/deposit of deducted withholding tax to applicable tax authorities within the stipulated period prescribed by such authorities, shall be deemed as non-payment of Broadcaster's share in MRP in terms of this Agreement.

- (i) Except as stated in Clause 6(g) of this Agreement, DPO shall have no right to withhold or claim adjustment/set off Broadcaster's Share of MRP under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscriber, counterclaim against Broadcaster or otherwise, or claims under any other agreement, etc.).
- (j) At the time of making payment, DPO should specify the invoice number against which such payment is being made by DPO, failing which, Broadcaster shall be entitled to allocate the payment received from DPO on First-In-First-Out (FIFO) basis and DPO shall accept such allocation without any demur.
- (k) The DPO is aware that Goods and Service Tax (GST) may be implemented by the Government at any time during the Term of the Agreement. In view thereof, the DPO hereby specifically agrees and acknowledges that with effect from the date of implementation of GST, those provisions of this Agreement which get impacted by GST shall be applicably modified to give effect to the essence of GST. In such regard, if an amendment/addendum is required to be executed to this Agreement, then the DPO shall execute such amendment/addendum without demur. If any Tax rates are increased or decreased, or any new tax is introduced or an existing Tax is abolished, or any change in interpretation or application of any tax occurs in the course of performance of this Agreement ("New Taxes"), which was or will be assessed on the Broadcaster, such New Taxes shall be to the account of and be solely borne by the DPO; Provided however, if the Broadcaster has paid any of the "New Taxes", DPO shall within seven (7) days of receipt of Broadcaster's Invoice or other document, reimburse the same to the Broadcaster.
- (l) Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases.
- (m) DPO hereby agrees it shall throughout the term of this Agreement shall maintain such GST rating as agreed between the parties. The Broadcaster shall be entitled without prejudice to any other accrued rights it may have to terminate this Agreement forthwith, if such rating falls below the agreed rating.
- (n) DPO shall ensure compliance to all applicable tax or fiscal laws and rules and regulations including, without limitation, issuing invoice or debit note or a credit note as the case may be, with all necessary details as mandated by the relevant statute in force, including but not limited to payment of taxes and filing related compliances and raising such Invoice/debit note/credit note quoting the correct GST Registration of Broadcaster. DPO understands and agrees that, it shall charge the applicable GST in the invoice it submits to Broadcaster. Broadcaster shall not be obliged to pay at a later point in time, any additional GST Amount to the DPO which is not so explicitly mentioned in such DPO's Invoice. No such a mode like a separate debit note or any other document is acceptable to pass on taxes to Broadcaster at any later point in time. In any case, where the GST tax authorities recover any tax from the DPO at any point in time, Broadcaster is not obliged to pay such taxes to the DPO.
- (o) DPO agrees that if any creditable taxes such as SGST, CGST, IGST, UTGST etc. are paid by Broadcaster to DPO but are not allowed as credit to Broadcaster, then the same shall be recoverable by Broadcaster (through Authorized Representative) from DPO along with interest and penalties.
- (p) All payments made by the Broadcaster to the DPO hereunder shall be subject to and reduced by all applicable tax withholdings and deductions required by applicable laws including, without limitation, income tax deduction at source required under Chapter XVII-B of the Income-Tax Act, 1961 ("IT Act"). Whenever the Broadcaster requires, the DPO shall provide, the relevant certificate under Section 201 of the IT Act, confirming that the amounts paid by DBIL have been considered by the DPO as part of its total income in that relevant financial year.

7. SUSPENSION OF RIGHTS:

Subject to any applicable laws, the Broadcaster shall have the right to suspend delivery of the Channels to the DPO after giving twenty-one (21) days' notice in terms of the Applicable Law, in the event of:

- i. a material breach related to payment of Broadcaster's Share of MRP if the same is not paid by the DPO by the Payment Due Date;
- ii. a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or
- iii. a material breach related to non-submission of Subscriber Report.
- iv. a material breach not related to anti-piracy/ non-payment of Broadcaster's Share of MRP /non-submission of subscriber report, if such breach is not cured within the initial ten (10) day notice period.

8. RENEWAL OF THE AGREEMENT:

- a. The parties shall start the process for renewal of the agreement at least sixty (60) days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, the Broadcaster shall not make available Channel/s to the DPO on the expiry of the existing Interconnection Agreement.

Provided further that the DPO shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its Platform: the date of expiry of this Agreement and the date of disconnection of signals of Channel(s) in event of its failure to enter into new Interconnection Agreement.

9. REVISION OF RATES/BROADCASTER'S SHARE OF MRP:

- (a) The Broadcaster's Share of MRP payable by the DPO to the Broadcaster shall automatically be revised if during the Term a revision of the A-La-Carte rates and/or Bouquet rates mentioned in **Annexure F** to this Agreement to that extent shall be deemed to be modified, varied, altered and amended if during the Term a revision of the rate ("**Tariff**") of the Channel 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 Tariff shall apply from the date such revision is notified by such authority; and/or
- (b) The Broadcaster reserves the right to revise the Broadcaster's Share of MRP if during the Term the Broadcaster introduces new pay channel(s) and such is subscribed by the DPO.
- (c) Broadcaster reserves the right to revise the Broadcaster's Share of MRP if during the Term the Broadcaster at its sole discretion, believes that:
 - i. There is any variation in the Subscriber Base of the DPO; and/or
 - ii. The DPO has suppressed the correct number of Subscribers and/or Local Cable Operators at the time of execution of the Agreement; and/or
 - iii. There is an increase/decrease in the Subscribers and/or Local Cable Operators.

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

- (a) DPO agrees and undertakes to the Broadcaster that while determining the relative positioning of the Subscribed Channel(s) and their LCN positing/displaying on the EPG of DPO's Permitted Digital Distribution Platform (*either directly or indirectly through the DPO's affiliated LCO, as the case may be*), DPO shall ensure that LCN positioning of all television channels of same language within the same genre/sub-genre shall appear together consecutively in the EPG of DPO's Permitted Digital Distribution Platform and shall appear at one place only.

- (b) Each Subscribed Channel and its programming schedule shall be prominently featured in the order of their LCN on the EPG of DPO's Permitted Digital Distribution Platform.
- (c) The DPO hereby undertakes that LCN once assigned to a Subscribed Channel(s) shall not be changed by DPO for a period of at least one (1) year from the date of such assignment of LCN, unless the Broadcaster changes the genre of the Subscribed Channel(s), in which case, the Subscribed Channel(s) shall be then placed by DPO at such LCN which is as per the new genre of the Subscribed Channel(s).
- (d) If DPO has or creates an EPG, or a printed programming guide for distribution to its Subscribers (a copy of which shall be sent to the Broadcaster simultaneously with mailings to Subscribers), the programming schedule of each of the Channel(s) shall be prominently featured in them in the order of the EPGN for each of the Channel(s).
- (e) The DPO shall display, in the EPG of its Platform, all the channels offered on its Platform in the same genre in which a particular channel has been indicated by the Broadcaster and any such channel shall appear only in one genre. The EPGNs for the Subscribed Channel(s) shall not be changed for the Term, subject to Applicable Laws.
- (f) The DPO shall offer all contributory language feeds for the Channel(s) to every Subscriber entitled to access that Channel(s).
- (g) The Broadcaster will declare the genre of its channels as per the Regulations based on the channels launched from time to time. It shall be mandatory for the DPO to place the Channel(s) in the electronic programme guide, in such a way that the Channels of same genre, as declared by the Broadcaster, are placed together consecutively and one channel shall appear at one place only: Provided that no Channels shall be disadvantaged or otherwise treated less favorably by the DPO with respect to competing channels on a genre basis of same language within the same genre shall appear together consecutively in the electronic programme guide.
- (h) Provided further that it shall be permissible to the DPO to place a channel under sub- genre within the genre declared for the channel by the broadcaster(s).
- (i) In the event of alternation in the unique channel number the DPO shall take prior approval of TRAI as per the amended Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020 : Provided that the provision of this Clause shall not apply in case the channel becomes unavailable on the distribution network.
- (j) Provided further that if the Broadcaster changes the genre or language of a Channel then the channel number assigned to that particular Channel shall be changed to place such Channel together with the channels of new genre or language in the electronic program guide
- (k) Electronic Program Guide (EPG) wherein the channels being carried on a DPO's network can be arranged in a simple and easy to understand manner so that the subscriber can easily go through this guide and select the channel of choice instead of flipping through all the channels.
- (l) During the entire duration of the term, the EPG of DPO shall always contain the MRP of the Channel and the information of the programs being shown on all Channels in a manner approved by the Broadcaster without any cost or fee to the Broadcaster. DPO shall provide the format in which the said information regarding all the channels shall be furnished by the Broadcaster.

11. INCENTIVE PLAN:

- (a) The Broadcaster, is presently offering the following two (2) Incentive Plans, which are detailed in **Annexure D** (i) Incentive Plan on a-la-carte MRP of Specified Channels respectively. The above-mentioned Incentive Plans are governed by the conditions detailed in the applicable Annexure and are mutually exclusive. For clarity, the provisions of Incentive Plan on MRP of a-la-carte Channels cannot be combined with the provisions of the Incentive Plan on MRP of Subscribed Bouquet(s).

- (b) Basis DPO's choice of the Incentive Plan(s) *(as indicated by the DPO by assigning tick marks (✓) against such Incentive Plan(s) in the applicable Annexure)*, the DPO has to mandatorily comply in full with the respective compliances set forth in this Agreement which are necessary to be complied with for enabling DPO to reap benefits under such Incentive Plan, failing which, the DPO shall not be entitled to receive any discount(s) under the chosen Incentive Plan(s) and the DPO shall be required to pay the applicable Broadcaster's Share of MRP in full without any discount and treatment as provided in Clause 9 shall be applicable.
- (c) Subject to DPO: (i) mandatorily complying in full with the respective compliances set forth for the chosen Incentive Plan(s); and (ii) furnishing Entitlement Reports to Broadcaster (through Authorized Representative) by sending the same at the concern person's E-mail Id as mentioned herein above to this Agreement, the DPO shall be entitled to receive incentive(s) under the chosen Incentive Plan(s)..
- (d) If the DPO has opted for Incentive Plan(s), then the same shall remain applicable for the Term, unless agreed otherwise in writing between the Parties and computation of applicable incentive shall be subject to the applicable terms and conditions of the applicable Incentive Plan(s).
- (e) If the DPO has opted for the Incentive Plan(s), then within 7 days from the end of each applicable month, Affilitate shall submit the Entitlement Report to Authorized Representative (for and on behalf of the Broadcaster.) if upon evaluation of the Entitlement Report, Broadcaster (through Authorized Representative) determines that DPO has become eligible for obtaining the applicable incentive, the Broadcaster (through Authorized Representative) shall inform Affiliate in writing (emails permitted) the applicable incentive value for which DPO shall need to raise invoice on the Broadcaster ("Eligible Incentive Value"). Within 3 days of DPO's receipt of the written communication from Broadcaster (through Authorized Representative), DPO shall raise tax compliant and duly signed invoice on Broadcaster (through Authorized Representative) for the Eligible Incentive Value.

12. CONSEQUENCES OF DPO'S BREACH OF APPLICABLE TERMS AND CONDITIONS FOR OBTAINING INCENTIVE(S) UNDER THE APPLICABLE INCENTIVE PLAN:

The DPO hereby specifically understands and agrees that if it comes to the notice of Broadcaster, that DPO is not in compliance of the applicable terms and conditions which would have entitled DPO to obtain discount(s) under the chosen Incentive Plan(s), then Broadcaster, shall have the right to *either*:

- (a) raise a debit note on DPO for such amount as shall be equivalent to the amount of discount that was received by the DPO under the chosen Incentive Plan for the relevant month(s) of breach;

Or, at the discretion of Broadcaster

- (b) increase the monthly invoice for the subsequent month(s) by such amount as shall be equivalent to the amount of discount that was received by DPO under the identified/chosen Incentive Plan for the relevant month(s) of breach.

13. MERGER/ACQUISITION:

- (a) If DPO merges with, acquires, takes over a third-party operator operating a Digital Distribution Platform similar to DPO's Permitted Digital Distribution Platform in the Territory ("TPO"), then DPO shall take written approval from Broadcaster, prior to DPO commencing retransmission of signals of the Subscribed Channel(s) on the Digital Distribution Platform of the TPO. Further, signals of the Subscribed Channel(s) shall be retransmitted to the Subscribers of such TPO's Digital Distribution Platform upon DPO or the merged entity forming out of such merger/acquisition/take over ("**Merged Entity**") entering into an interconnection agreement with Broadcaster, for retransmission of signals of the Subscribed Channel(s) to such Subscribers. For the sake of clarity, DPO shall continue to pay the Broadcaster's share of MRP under this Agreement in the manner contemplated herein.
- (b) It is expressly agreed by DPO that this Agreement does not cover retransmission of Subscribed Channel(s) to any new Digital Distribution Platform for which license for operation is obtained by DPO from the applicable statutory authority, either

independently or jointly with any other entity (“**New Digital Distribution Platform Service**”). If DPO is desirous of retransmission of signals of the Subscribed Channel(s) to such New Digital Distribution Platform Service, DPO shall provide 60 (sixty) days’ prior written notice to Broadcaster, and Broadcaster shall provide signals of the Subscribed Channel(s) to the New Digital Distribution Platform Service in accordance with Applicable Laws. It is specifically agreed that the commercial terms for retransmission to such New Digital Distribution Platform Service shall be in addition to Broadcaster’s share of MRP currently payable by DPO in terms of this Agreement.

14. SUBSCRIBER REPORTS:

- (a) DPO shall maintain at its own expense a SMS which should be fully integrated with the CAS, capable of a minimum.
 - i. maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - iii. handling all ongoing administrative functions in relation to Subscribers including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - iv. administering payments of any fees from time to time payable to the DPO’s authorized agents for the sale to the Subscribers;
 - v. obtaining and distributing STBs and STB VCs, if applicable, to Subscribers and issuing replacement ones from time to time at its discretion; and
 - vi. Enabling new Subscribers via the SMS over-the-air addressing system and discontinue the subscription of such defaulting Subscribers from time to time at its discretion.
- (b) For each month of the Term, or part thereof, DPO shall mandatorily provide to the Broadcaster, the duly complete and accurate Subscriber Report for each head end/installation address or earth station (as the case may be) and each State/Union Territory within the Territory, in such format as is set forth in **Annexure I** attached to this Agreement, within seven (7) days from the end of such month (“**Subscriber Report Due Date**”). DPO acknowledges and agrees that the Broadcaster, seek such further / other information as may be reasonably required inter alia to monitor DPO’s compliance with stipulations of this Agreement. Such information may relate to furnishing of additional city/area wise reports.
- (c) If any Broadcaster’s Subscriber has opted for more than one connection/DPO’s STB, then all such additional connections/DPO’s STBs must feature in the Subscriber Report.
- (d) Each Subscriber Report shall be signed and attested by an officer of DPO of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.
- (e) Within seven (7) days from the date of signing of the Agreement, DPO shall provide to Broadcaster, the duly complete and accurate data pertaining to (i) monthly per subscriber distributor retail price (DRP) (excluding taxes) of each of the Subscribed A-LA-Carte channels and Subscribed Bouquet(s) offered by DPO; and (ii) composition of each Package offered by DPO which comprises of any of the Subscribed A-LA-Carte channels and Subscribed Bouquet(s), along with the monthly per subscriber DRP (excluding taxes) of such Package. In case DPO intends to make any change in the information furnished by DPO in term of this Clause, then any/all such change(s) shall be communicated by DPO in writing to the Broadcaster within three (3) days of DPO implementing such change.
- (f) The DPO shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable Broadcaster, to verify and ascertain (i) the veracity of the Subscriber Reports supplied by DPO pursuant to this Clause and (ii) DPO’s compliance with its anti-piracy obligations as set out in this Agreement.

15. AUDIT:

- (a) The DPO agrees and undertakes to conduct audit of its SMS, CAS and other related systems/digital equipment, deployed/installed by DPO at each head-end across various locations (if applicable), by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by M/s Broadcast Engineering Consultant India Limited ("BECIL"), once during each calendar year of the Term, to verify that the monthly Subscriber Reports provided by DPO to Broadcaster, are complete, true and correct and issue an audit report to this effect to Broadcaster. Provided there shall be a gap of at-least six months between the audits of two consecutive calendar years. Further the DPO agrees that it shall not maintain a gap of more than 18 (eighteen) months between audits of two consecutive calendar years. DPO acknowledges that in case it fails to cause audit as specified in this clause, then DPO, without prejudice to the other rights and remedies available to Broadcaster under Applicable Laws, shall also be liable to pay financial disincentive as stipulated under the Interconnection Regulations.
- (b) The DPO agrees and acknowledges that if audit reveals any variation in the number of Broadcaster's Subscribers/Average Broadcaster's Subscriber Base reported by DPO to Broadcaster, then in such an event, DPO agrees to pay to the Broadcaster, an amount equivalent to the short- payment made by DPO towards Broadcaster's Share of MRP. DPO shall pay such short-payment amount, along with interest computed at the rate of 18% (eighteen percent) per annum, plus applicable taxes, levies and cess, within ten (10) days of receiving notice of shortfall.
- (c) In the event the Broadcaster is not satisfied with the audit report provided by DPO in terms of Clause 15(a) above or if in the opinion of Broadcaster the Permitted Digital Distribution Platform of DPO does not meet requirement(s) specified under Schedule III of the Interconnect Regulations, Broadcaster, after communicating the reasons in writing to the DPO, may conduct audit of the SMS, CAS and other related systems of DPO's Permitted Digital Distribution Platform by an auditor accompanied by representatives of the Broadcaster to verify the information contained in Subscriber Reports provided by DPO to Broadcaster in terms of this Agreement. The broad scope of such audit is set out in **Annexure J** and also those specified in the Telecommunication (Broadcasting and Cable) Services Digital Addressable System Audit Manual dated 8th November, 2019 issued by TRAI ("**Audit Manual**"). 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) etc.
- (d) The DPO agrees and acknowledges that if such audit reveals that any additional amount is payable to Broadcaster, DPO shall pay such additional amount, along with interest computed at the rate of 18% (eighteen percent) per annum, plus applicable taxes, levies and cess, within ten (10) days of successful completion of audit. For the sake of clarity, if such amount (including with the computed interest component) exceeds the amount computed basis the Subscriber Report provided by DPO to Broadcaster by 2% (two percent) or more, DPO shall additionally bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future. Further, if such audit reveals that DPO's Permitted Digital Distribution Platform does not meet requirements specified under Schedule III of Interconnection Regulations, then Broadcaster may disconnect signals of the Subscribed Channels to DPO after giving 3 (three) weeks' written notice to DPO.
- (e) The DPO shall remain the sole owner and holder of all customer databases compiled by DPO under the Agreement.
- (f) DPO shall maintain at its own expense a SMS capable of, at a minimum:
- i. maintaining a computerized customer database capable of recording adequate details of each Active Subscriber, including name, address, chosen method of payment and billing;
 - ii. administering subscriptions of Active Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - iii. handling all ongoing administrative functions in relation to Active Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - iv. administering payments of any commission fees from time to time payable to DPO's authorized agents for the
 - v. sale to Subscribers of programming packages;
 - vi. obtaining and distributing receivers and smartcards, if applicable, to Active Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - vii. enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Active Subscribers from time to time in its discretion.

- (g) DPO shall provide full cooperation to the auditors in order to carry out the audit including but not limited to granting necessary access required to DPO's facilities and systems including but not limited to SMS, CAS, IT systems, for successful audit and also provide documents as may be required by the auditors for successful audit. DPO shall have no objection to auditors carrying/using their own equipment's, systems including but not limited to laptop, software & hardware for conducting such audit and shall be provided with free ingress and egress from the premises where in such audit is conducted.
- (h) The Broadcaster shall have the option at its sole discretion (in addition to the Broadcaster's other rights and remedies under Law or equity) to suspend delivery of the signals of the Channel ('Suspended Channel') and or to terminate this Agreement as per the provisions of this Agreement, in the event the DPO fails to make payment of the full amount of Broadcaster's share of MRP due along with late payment interest thereon and or fails to avoid recurrence of errors in reporting.
- (i) DPO hereby specifically agrees and undertakes that, in event of a breach of this Agreement is observed/discovered during the audit exercise, then in addition to the provision of this Clause 15, the auditors shall also have a right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, as may be required to provide evidence of such breach/inconsistency, and to take such documents out of the premises of DPO without DPO raising any objections to auditor carrying such documents with the auditors.

16. BROADCASTER'S STBs/EQUIPMENTS:

- (a) Broadcaster shall at the request of DPO supply or cause to be supplied the Broadcaster's STBs to the DPO or has already supplied such Broadcaster's STBs directly or through suppliers nominated by it. The Broadcaster's STBs shall, at all times, remain the sole and exclusive property of the Broadcaster. "**Equipment**" means equipment comprising of digital satellite receivers with standard definition output including IRD together with associated VCs and remotes (where applicable) for each of the Subscribed Channel(s), details of which are set forth in **Annexure C** hereto, which enables the Operator to decrypt the encrypted signals of the Subscribed Channel(s).
- (b) In the event the DPO ceases to operate its Permitted Digital Distribution Platform, the Broadcaster's STBs shall be returned to the Broadcaster. In case the Broadcaster's STBs are damaged due to negligence of the DPO, the Broadcaster, shall be authorized to recover the actual repair cost from the DPO and in the event the Broadcaster's STBs are beyond repair, the DPO shall be liable to pay to the Broadcaster the cost of such Broadcaster's STBs as on the date it was supplied to the DPO.
- (c) The DPO undertakes that it shall install the Broadcaster's STBs at such installation address(es)/headend address(es) as is/are set forth in **Annexure G** attached to this Agreement. The DPO agrees and understands that if the DPO has more than one installation address for its Permitted Digital Distribution Platform, then DPO shall clearly specify each such installation address in a separate annexure *(to be marked as Annexure G1, G2 and so on and so forth)* in such format as is set forth in **Annexure G** and also provide Broadcaster's STBs details for each such installation address.
- (d) In order to take back possession of the Broadcaster's STBs from DPO, DPO shall ensure that the personnel/ representative of the Broadcaster is allowed free and unobstructed access to the premises of DPO where the Broadcaster's STBs are installed, and DPO shall not interfere with such procedure.
- (e) The DPO shall not use the Equipment for any other purpose at any point of time without the express prior written consent of the Broadcaster. The DPO undertakes not to pledge, charge, encumber or in any way part with the possession of the Broadcaster's STBs without prior written permission of the Broadcaster. Further, the DPO undertakes not to remove or shift or allow removing or shifting of the Broadcaster's STBs from the headend/installation address detailed in **Annexure G** and sub-Annexures thereto *(if applicable)* attached to this Agreement or allows anybody else to do the same, without prior written permission of the Broadcaster and shall indemnify the Broadcaster against any damage, destruction, theft or loss of the Broadcaster's STBs.
- (f) DPO shall not, and ensure that any third party do not, under any circumstances, reverse engineer, tamper, decompile or disassemble Broadcaster's STBs or reproduce or allow the reproduction of any of the Broadcaster's STBs or the

technology included in them. DPO shall ensure that it uses the Broadcaster's STBs only in accordance with the Agreement at the installation address provided and shall not sell, exchange, transfer or tamper them in any manner whatsoever. DPO shall not move Broadcaster's STBs to some other address without prior written permission of Broadcaster on a case to case basis.

- (g) The DPO undertakes to ensure that the Equipment provided by the Broadcaster to the DPO:
- i. shall not be moved or shifted from the installation address, which shall be a secure location or DPO shall not allow anybody else to do the same without prior written permission of the Broadcaster and shall indemnify the Broadcaster against any damage, destruction, theft or loss of the Equipment. The DPO grants the Broadcaster the right at any time to enter the installation address to verify the presence of and to inspect and test the Equipment at the installation address. In the event an IRD and/or VC is missing, the Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover the IRD and/or VC. Further, in the event an IRD and/or VC is lost, misplaced, stolen or is in any manner alienated from the Operator's possession, the DPO shall immediately inform the Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of the IRD and/or VC including, but not limited to, legal action in a court of law. However, it is made abundantly clear that all costs incurred or to be incurred for the recovery of the IRD and/or VC shall be borne solely by the DPO. In case the IRD and/or VC is not recovered, the Broadcaster shall be free to recover the costs of the IRD and/or VC from the DPO.
 - ii. shall not be opened, misused or tampered with including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom. In the event that the hologram seal affixed to the IRD is broken while the IRD is in the possession and control of the Operator, the Broadcaster may suspend the signals of the Subscribed Channel(s) (after complying with the Applicable Law(s)) without liability and such signals will be restored only at the Broadcaster's discretion and subject to the Operator paying a non-refundable reactivation fee of INR 5000/- (Rupees Five Thousand only) or higher as per the existing policies of the Broadcaster on each such suspension. The Operator acknowledges that the reactivation fee is not a penalty. Upon such IRD seal being broken, the Broadcaster may take back possession of the IRD. Further, the Broadcaster shall be free to recover the cost of such IRD from the Operator. The Operator agrees to use the IRD and/or VC only in accordance with the technical specifications established by the manufacturer of the IRD and/or VC for the installation and use of the IRDs and/or VCs.
- (h) Additional Charges for the Equipment: In the event the DPO requests, the Broadcaster may, in terms of the applicable Broadcaster policy, supply or cause to supply the Equipment. At its discretion the Broadcaster may require the DPO to make the following payments against delivery of the Equipment:
- i. Processing Fee: the Broadcaster may require the DPO to pay one-time non-refundable processing fee towards the Equipment for the Channel as per the Broadcaster policy.
 - ii. Courier/Taxes: The DPO shall pay the courier charges, octroi, taxes and other levies and transportation charges for the Equipment.
- (i) The abovementioned charges shall be levied on a one-time basis during the Term of the Agreement and when any new channel is introduced by the Broadcaster and subscribed for by the DPO. It is expressly agreed between the Parties that if within one month of the request made, the DPO does not intimate broadcaster of the receipt or non-receipt of the Equipment, then it shall be deemed that the DPO has received the Equipment.

17. OBLIGATIONS OF DPO:

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

- (b) Irrespective of DPO's collection of its invoiced monthly amounts from the Broadcaster's Subscribers in a timely manner, the DPO shall pay the Broadcaster's share of MRP to the Broadcaster within the Payment Due Date prescribed in this Agreement, unless the DPO has chosen the Incentive Plan for early Payment of Broadcaster's Share of MRP, in which case, DPO shall pay the Broadcaster's share of MRP to the Broadcaster within the applicable Payment Due Date as per such Incentive Plan.
- (c) Subject to technical and operational feasibility, DPO or its affiliate LCO, as the case may be, shall provide the Subscribed Channels, on non-discriminatory basis, to every Subscriber/Active Subscriber making a request for the Subscribed Channel(s), within a period of seven (7) days from the date of receipt of such request by the DPO.
- (d) DPO shall, in a non-discriminatory manner, ensure retransmission of such high-quality encrypted signals of the Subscribed Channels through DPO's Permitted Digital Distribution Platform to the Broadcaster's Subscribers as are equal to the signal quality of other channels retransmitted through DPO's Permitted Digital Distribution Platform to all Active Subscribers. In any event, the signal retransmission quality of the DPO's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.
- (e) DPO shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Permitted Digital Distribution Platform and shall regularly provide to the Broadcaster with updated piracy reports.
- (f) DPO shall ensure that none of the Subscribed Channels shall be disadvantaged or otherwise treated less favorably by DPO with respect to channels of other broadcasters on a genre basis.
- (g) DPO shall obtain from the Broadcaster, and/or the appointed agencies (*as informed by the Broadcaster to DPO from time to time*), the EPG/FPCs for the Subscribed Channels and the DPO shall ensure that such EPG/FPCs are displayed on the EPG of DPO's Permitted Digital Distribution Platform at all times during the Term.
- (h) DPO agrees to provide to the Broadcaster, all required details in terms of the Customer Information Update Form, as is set forth in **Annexure O** of this Agreement.
- (i) DPO agrees to abide by the applicable GST laws, rules and procedures and indemnifies Broadcaster from any claims and/or liabilities that may arise on account of DPO's violation of the applicable GST laws.
- (j) The DPO shall not: (a) offer any Pay channel(s) from amongst the Subscribed Channel(s) as FTA Channel to the Subscribers; and (b) distribute the Channel(s) to any Commercial Subscribers in respect of which separate agreement(s) shall be executed between the Parties.
- (k) Subject to compliance with Applicable Laws, the DPO may offer Bouquet of pay channels formed from pay channels of Suryansh Broadcasting Private Limited (Broadcaster) or other broadcasters and declare the DRP of such Bouquet. It is, however, clarified that the Operator shall not break Bouquet of pay channels subscribed from Suryansh Broadcasting Private Limited (Broadcaster) while forming its Package.
- (l) DPO shall be responsible to reverse input tax credit claimed/availed on such invoices for which a credit note is issued by Broadcaster due to any change in the Broadcaster's Share of MRP.
- (m) Prior to the DPO discontinuing retransmission of any Channel(s) because of such Channel(s)' subscriber base being less than the discontinuation threshold calculated as per Schedule VIII of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, in each of the immediately preceding 6 consecutive months, the DPO shall provide sixty (60) days' prior intimation to the Broadcaster along with all such supporting data which evidences DPO's claim of the Channel(s)'s lower subscriber base.
- (n) DPO undertakes that it shall be solely responsible for dealings with Subscribers and shall be liable for any claims, actions, demands or proceedings by Subscribers arising out of the actions or omissions of the DPO. Nothing in this Agreement or the

contract(s) executed between Subscriber and DPO or the DPO's LCOs (if applicable) shall entitle the Subscribers to receive the Subscribed Channel(s) from Broadcaster or create any direct relationship between the Subscribers and the Broadcaster.

18. ANTI-PIRACY:

- (a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any of the Subscribed Channels, in whole or in part ("**Piracy**"), the DPO shall, prior to the commencement of the Term and at all times during the Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") & security specifications as are set forth in **Annexure K** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by the Broadcaster. The Channel(s) must be delivered by DPO to Subscribers in a secured and encrypted manner and without any alteration, interruption, editing, interference or recording. Non-compliance of this condition by DPO shall constitute a breach of this Agreement and Broadcaster, shall be entitled to terminate this Agreement as per Applicable Laws. Subject to the terms and conditions of the Interconnection Regulations, DPO granting access to the Subscribed Channels to its Active Subscribers outside/beyond the Territory through the DPO's Permitted Digital Distribution Platform shall tantamount to the DPO allowing unauthorized access to the Subscribed Channel(s). With an aim to ensure that Subscribed Channel(s) are not distributed in an unauthorized manner, DPO shall ensure all LCN(s) are integrated with CAS and SMS and that no frequency and/or LCN(s) of the DPO's Permitted Digital Distribution Platform are kept free/left for any other use (including use by LCOs). Additionally, if it comes to the Broadcaster's knowledge (directly or through the Authorized Agent) that any Subscribed Channel(s) is being retransmitted through DPO's Permitted Digital Distribution Platform (directly or through an affiliated LCO(s) of the DPO) in the Territory on more than one (1) LCN, then the same shall be deemed to be a breach of this Agreement.
- (b) DPO shall provide on a month-on-month basis comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report.
- (c) DPO shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Subscribed Channels distributed / transmitted through its Permitted Digital Distribution Platform at least every 10 minutes on 24 x 7 x 365(6) basis.
- (d) The DPO shall not authorize, cause or suffer any portion of any of the Subscribed Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the DPO in the manner set forth in this Agreement at the time the Subscribed Channel(s) are made available. If the DPO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any purpose, the DPO shall within ten (10) minutes of so becoming aware notify the Broadcaster and the DPO shall also forthwith deactivate the concerned DPO's STB to prevent such unauthorized use. However, use of an DPO's STB with personal video recorder (PVR)/digital video recorder (DVR) facility which has been supplied by the DPO shall not be treated as unauthorized use, as long as such DPO's STB is used in accordance with the terms and conditions of this Agreement. The DPO undertakes to ensure that content stored in PVR/DVR/external storage device should always be encrypted as a 'Copy Protect' feature and shall be encrypted and not play on any other device(s). For the purpose herein, the term 'Copy Protect' means such features which prevent reproduction of content/media and/or unauthorized copying and distribution of content/media. Cloud based PVR/DVR facilities are prohibited.
- (e) If so instructed by Information (as defined below) by the Broadcaster, the DPO shall deactivate or de-authorize the transmission to any unauthorized Subscriber/Active Subscriber indulging in Piracy, within 10 minutes from the time it receives such Information from the Broadcaster. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through email and (ii) the information is sent by a person(s) who is designated to send such information. However, the Information may even be provided by the Broadcaster through other means of communications such as telephonic message, fax etc. and the said Information shall later be confirmed by the Broadcaster through email and the DPO shall be under obligation to act upon such information.

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

19. REPRESENTATION BY BOTH PARTIES:

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

20. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER:

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

21. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF DPO:

The DPO represents, warrants and undertakes to the Broadcaster that:

- (a) DPO has a valid and subsisting license from the applicable statutory authority which permits the DPO to operate its Permitted Digital Distribution Platform and DPO undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to the Broadcaster, as and when called upon to do so by the Broadcaster.
- (b) As and when demanded by the Broadcaster, the DPO shall provide the following:-
- i. CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure L**); and
 - ii. SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure M**).
- (c) DPO shall be solely responsible for all equipment necessary to receive and exhibit signal of each Channel and for obtaining and adhering to all relevant governmental consents and authorizations that may be required respecting DPO's performance of this Agreement. DPO's transmitting facilities shall be fully capable of individually addressing Active Subscribers on a channel by channel and decoder by decoder basis.

- (d) In the event the DPO has chosen to obtain discounts in terms of the Incentive Plan, then the DPO represents that at the time of providing the Subscriber Report for each month of the Term, the DPO shall also provide data pertaining to the DPO's Active Subscriber Base during such month of the Term.
- (e) The DPO's STBs, CAS and SMS shall comply with the Technical Specifications and DPO agrees that the DPO's STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs as set out in Annexure H.
- (f) The DPO shall not retransmit the Subscribed Channels via any medium other than the DPO's Permitted Digital Distribution Platform identified by the DPO in this Agreement.
- (g) The DPO shall provide the Subscriber Reports and pay Broadcaster's share of MRP, together with applicable taxes, within the specified time-lines.
- (h) The DPO shall make available to the Broadcaster, every month, logs containing channel wise history of all the activations and de-activations of all the DPO's STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the DPO's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.
- (i) The DPO shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.
- (j) The DPO shall provide the Broadcaster, for anti-piracy monitoring of every Subscribed Channel/Package distributed/retransmitted by the DPO's Permitted Digital Distribution Platform, 10 (ten) DPO's STBs for which the Broadcaster shall pay applicable charges.
- (k) The DPO shall not distribute the Subscribed Channels to any Commercial Subscribers.
- (l) All applicable Execution Requirements, as listed in Annexure N of this Agreement, provided by DPO to the Broadcaster are correct.
- (m) The DPO shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest industry standards in India, subject to the signals of the Subscribed Channels getting delivered to the DPO of a quality sufficient to permit the DPO to reasonably comply with such standards. DPO shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month without any interruption or deviation from the daily transmission schedule, and shall immediately notify the Broadcaster of any degradation to any of the Subscribed Channels' signals.
- (n) The DPO shall ensure that EPG functionality, user interface and on-screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10 % of the television screen from bottom.
- (o) The DPO shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except the DPO's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more than 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.
- (p) The DPO undertakes to retransmit signals of the Subscribed Channels in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.

- (q) The DPO undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s). The DPO further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify the Broadcaster, of any unauthorized copying, taping or use of any part of the Subscribed Channel(s) and shall fully cooperate with all requests by the Broadcaster, to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to Broadcaster's Subscribers using DPO's STBs with PVR/DVR facilities in accordance with the provisions of this Agreement.
- (r) The DPO shall ensure that EPG functionality, user interface and On Screen Display appears at the Subscriber's option provided such interface does not hamper the viewing experience of the Subscriber.
- (s) The DPO shall not push content onto the DPO's STBs, there shall not be automatic advertisement skipping function and/or the DPO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).
- (t) The DPO undertakes not to place the Subscribed Channel(s)/Bouquet(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.
- (u) DPO further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscribed Channel(s) nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s).
- (v) The DPO hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Subscribed Channel(s) on the DPO's STBs of the DPO's Permitted Digital Distribution Platform in any manner.
- (w) DPO undertakes not to modify, misuse or tamper with the Broadcaster's STBs including the seal (paper seal to prevent opening of the Broadcaster's STB) or any signals emanating there from, in a manner that prevents the identification of the Broadcaster's STB number or interferes with the signals emanating there from.
- (x) The DPO undertakes to keep the Broadcaster's STBs in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster, in the event of any mechanical/technical fault in the Broadcaster's STB.
- (y) DPO understands and acknowledges that Broadcaster, shall have the right to run scroll(s) on its Channel(s) to provide such information to Subscribers as may be required by Broadcaster from time to time.
- (z) Upon expiry/termination of the Agreement, the DPO undertakes to return the Broadcaster's STBs in good working condition to Broadcaster and pay to the Broadcaster, all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.
- (aa) DPO undertakes that on reasonable prior notice to DPO, Broadcaster, reserves the right to encode and/or compress the signal of the Channel(s) and/or to change the satellite or transponders by which signal of the Channel(s) is/are delivered and/or the satellite or transponders from which DPO shall downlink signal of Channel(s) and/or to change or modify the technical standard of signal of Channel(s). Upon change in the designated satellite of the Subscribed Channel(s), the DPO undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense.
- (bb) DPO undertakes that, Broadcaster may rename or re-brand Subscribed Channels or amend logos in any manner at its sole discretion.
- (cc) The DPO undertakes to keep accurate and complete records and accounts of billings of the Active Subscribers and make such records available to the Broadcaster and/or its representatives for inspection upon reasonable notice.

- (dd) The DPO represents that the DPO shall provide a list of Local Cable Operators together with its details to the Broadcaster and that the same are correct. The DPO undertakes to enter into a back to back agreement with the Local Cable Operators to ensure that the Local Cable Operators are in compliance with all the provisions of this Agreement. The DPO undertakes to promptly inform the Broadcaster in case of any change in number, names, addresses and details of the Local Cable Operators.
- (ee) The DPO represents that it has a valid registration certificate in its name under the Cable Television Network (Regulation) Act, 1995 to retransmit satellite television channels through the Distribution System in the Area. The DPOs undertakes to keep such registration certificate valid and subsisting during the Term of this Agreement and provide a copy of the same to the Broadcaster as and when called upon to do so by the broadcaster.
- (ff) The DPO shall promptly intimate the Broadcaster upon variation (i.e. increase or decrease) in the Subscriber Base.
- (gg) The DPO undertakes to pay the Broadcaster's Share of MRP together with applicable taxes in a timely manner.
- (hh) The DPO undertakes to obtain requisite licenses from copyright societies/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.

22. TERM & TERMINATION:

- (a) This Agreement be valid for a period of twelve (12) months, i.e., commencing from _____ and expiring on _____ unless terminated earlier in accordance terms of the other provisions of this Agreement ("**Term**").
- (b) The Parties understand and acknowledge that in case they fail to enter into new interconnection agreement before expiry of the Term, Broadcaster shall cease to provide signals of the Subscribed Channels to DPO upon expiry of the Term.
- (c) In case DPO is not desirous of executing a new interconnection agreement upon expiry of the Term, DPO shall thirty (30) days prior to the date of expiry of the Term, inform the Active Subscribers through scrolls on the Subscribed Channels the date of expiry of the Agreement and the date of disconnection of signals of the Subscribed Channels.
- (d) Either Party shall have the right to terminate this Agreement by giving 21 (twenty-one) days' written notice, as per Applicable Laws, to the other Party if such other Party is in breach of any of the terms and conditions of this Agreement and such other Party fails to rectify such breach within the referred 21 (twenty-one) days' notice period.
- (e) Either Party has the right at its discretion to terminate this Agreement by a written notice to the other Party, subject to Applicable Laws, in the event of dissolution of the partnership (*if applicable*), initiation of winding up/bankruptcy/ insolvency proceedings against the other Party or appointment of receiver over the assets of the other Party.
- (f) Broadcaster shall have the right to terminate this Agreement by a written notice to DPO if Broadcaster discontinues the Subscribed Channel(s) with respect to all DPOs and provides DPO with a written notice as per Applicable Laws.
- (g) Broadcaster shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to DPO and/or take any other action as may be appropriate, upon occurrence of any of the following:
 - i. if the registrations/licenses/permissions necessary for DPO to operate its Permitted Digital Distribution Platform is revoked;
 - ii. in the event of assignment of the Agreement by DPO without prior written approval of Broadcaster;
 - iii. if DPO voluntarily or by operation of law loses control of its Permitted Digital Distribution Platform (including but not limited to by entering into an agreement/arrangement with any third party for operational and/or administrative and/or funding purposes, etc.);
 - iv. if DPO is blacklisted in the GST portal and/or if the rating of DPO on the GST portal goes down below the generally acceptable GST rating;

- v. in the event the Broadcaster (or the applicable channel owner) is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to DPO or limits DPO's right or authorization to distribute/retransmit the Subscribed Channels or in the event of any court order which prevents/restricts the Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to DPO under this Agreement.
 - vi. In case of bankruptcy or insolvency of the DPO;
 - vii. In case of dissolution of the partnership or winding up proceedings against the DPO; (iii) In the event of assignment of the Agreement by the DPO without prior written approval of the Broadcaster;
 - viii. If the DPO voluntarily or by operation of law loses control of the means to distribute the Channel in the Area;
 - ix. If the DPO in any manner jeopardizes or interferes with intellectual property rights referred to in Clause 24 below;
 - x. If the Equipment are removed from the Installation Address (detailed in the first page of
 - xi. this Agreement) without prior written consent of Broadcaster or is being used or intended to be used, at a place other than the Installation Address;
 - xii. If the DPO's registration under the Cable Television Networks (Regulation) Act, 1995 is suspended, cancelled, terminated and/or not renewed;
 - xiii. If the DPO is in breach of any of its representations, obligations, warranties contained in this Agreement and/or if the same are found to be untrue;
- (h) DPO may terminate this Agreement on a 90 (ninety) days' prior written notice to Broadcaster, if DPO discontinues its Permitted Digital Distribution Platform.
- (i) The Parties agree that if the Broadcaster's right to distribute any channel from amongst the Channels in India is revoked due to expiry/termination of agreement/arrangement between Broadcaster and the owner of such channel, then this Agreement with respect to such channel shall deemed to have been terminated.
- (j) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

23. CONSEQUENCES OF EXPIRY/TERMINATION:

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

24. INTELLECTUAL PROPERTY RIGHTS:

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

25. ADVERTISING AND PROMOTIONS:

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

26. REGULATORY INTERVENTION:

In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of

Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder, such amendment to take effect from the date of such change. In the event that the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

27. MISCELLANEOUS:

- (a) Confidentiality: The DPO shall keep in strict confidence any Confidential Information received by it from Broadcaster and shall not disclose the same to any person, not being a party to this Agreement. The DPO 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 DPO 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 the Broadcaster and the DPO shall not acquire any rights in the Confidential Information.
- (b) Data Privacy: The DPO authorizes and consents to the use of its personal or sensitive personal information ("**Data**") by Broadcaster including its Corporate Affiliates, agents, representatives, advisors or sub- contractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary pursuant to this Agreement including for making payments due to the DPO. The DPO understands and acknowledges that (i) the Data is the DPO's personal or sensitive personal information as understood within the meaning of the Applicable Law(s); (ii) the DPO has voluntarily and at its option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to this Agreement; and (iii) the Data will or may be transferred by Broadcaster to another party including its Authorized Entities, for such lawful purposes as may be deemed necessary pursuant to this Agreement. The use of the Data by Broadcaster shall be governed by the provisions of the global privacy policy including its addendum as applicable to Indian residents, available at www.epicchannel.com. The DPO agrees and accepts to be bound by the terms thereof.
- (c) Specific Performance: The parties agree that damages may not be an adequate remedy and the parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.
- (d) Guarantee: The DPO shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this agreement and perform their obligations hereunder. The DPO guarantees the performance of the obligations of its affiliates, sub-operators and their affiliates under the terms of this agreement. Any breach or default of this clause will make the DPO liable for any such non-compliance and penal action thereto.
- (e) Limitation of Liability:
 - i. The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the DPO or the operator or sub-operator shall entitle the Subscriber to receive the Channels from the Broadcaster or create any direct relationship between the Subscriber and the Broadcaster.
 - ii. the Broadcaster shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.

- iii. Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.
- iv. 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.
- v. Without prejudice to the foregoing, the maximum aggregate liability of the Broadcaster for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Broadcaster's share of MRP that has actually been paid by the DPO to the Broadcaster, till the applicable date.
- (f) 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 any acts of God, earthquake, tides, storm, lightning, flood, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war or warlike situation and acts of a similar nature or 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 DPO/Broadcaster's Subscribers. In the event of a suspension of any obligation under this Clause, which extends beyond a period of one (1) month, the Party not affected may, at its option, elect to cancel those aspects of this Agreement.
- (g) No Agency: Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of this Agreement or by Broadcaster's delivery of the Subscribed Channels to the DPO. This Agreement between the Broadcaster and the DPO is on principal to principal basis and is terminable in nature.
- (h) 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.
- (i) Assignment:
 - i. Notwithstanding anything contained in the Agreement or by operation of law or otherwise, the DPO shall not have the right, without the prior written consent of the Broadcaster to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party.
 - ii. Broadcaster may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as the Broadcaster *vis-à-vis* the DPO.
- (j) Indemnity and Third-Party Claims:
 - i. DPO shall without any limitations as to time period or amounts keep and hold Broadcaster and its affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any actual or alleged breach of any terms representations, warranties, guarantees and covenants of this Agreement or misrepresentation or fraud by DPO, its sub-operators or its affiliates..

- 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. Broadcaster makes no representation or warranty as to whether the Subscribed Channels or any of its content requires any governmental consent or approval for retransmission in the Territory through DPO's Permitted Digital Distribution Platform. DPO 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 distribution of the Subscribed Channel(s) through DPO's Permitted Digital Distribution Platform and maintaining those approvals, licenses and permissions throughout the Term. Further, the Broadcaster shall have no liability with respect to:
 - a. any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow the Broadcaster's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by the Broadcaster, in which event the Broadcaster shall not be under any obligation to provide DPO with any other Equipment;
 - b. any inaction, default or on the part of the DPO, its distributor or installer;
 - c. any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of the Broadcaster;
 - d. deactivation, disconnection, interruption of the Channels or termination of this Agreement by the Broadcaster in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of the non-payment of Broadcaster's Share of MRP by the DPO or on account of any other breach of this Agreement by the DPO); or
 - e. failure on the part of the DPO to maintain the licenses and approvals required under the applicable Law;
- iv. This Clause shall survive termination of the Agreement.
- (k) Notices: All notices given hereunder shall be given in writing, by personal delivery, e-mail, courier, Speed Post or Registered Post A.D., at the correspondence address of the DPO and the Broadcaster set forth in the Agreement, unless either party, at any time or times, designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by (i) personal delivery shall be deemed to have been delivered on the same day on which the personal delivery takes place, (ii) e-mail shall be deemed to have been delivered on the same day on which the e-mail is sent, unless a delivery-failure notification is received by the sender and (iii) courier or Speed Post or Registered Post A.D. shall be deemed to have been delivered on the 3rd (third) day from the date of dispatch of such courier or Speed Post or Registered Post, as applicable. All notices to Broadcaster shall also be addressed to the attention of "Chief Financial Officer", Suryansh Broadcasting Private Limited.
- (l) 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.
- (m) Survival: Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of the DPO, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.
- (n) Governing Law and Jurisdiction: The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.
- (o) Counterpart: This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

- (p) Special Overriding Condition: Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to the Broadcaster's challenge / right to challenge / impugn certain provisions of TRAI's notifications dated March 3, 2017, as amended. The Broadcaster reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI's notifications dated March 3, 2017, as amended.
- (q) Entire Understanding/Modifications: This Agreement along with its Annexures contains the entire understanding between the Parties with respect to the Channels/Subscribed Channels herein. The Parties are executing this Agreement in acceptance of the mutually agreed contents of this Agreement, out of their own free will, consent and volition and without any sort of force, coercion or any undue influence. This Agreement shall become binding on the Parties and enforceable at law only after counter signature by Broadcaster. Upon execution, this Agreement shall supersede all prior understandings between the Parties with respect to retransmission of the Subscribed Channel(s) on DPO's Permitted Digital Distribution Platform in the Territory. Any modification, variation, alteration and amendment of the provisions of this Agreement shall become effective only once the same has been captured in writing and executed by and both Parties.
- (r) Cumulative Rights and Remedies: except as otherwise specified in this agreement the rights and remedies of the parties under or pursuant to this agreement are cumulative, may be exercised as often as relevant party considers appropriate and are in addition to their respective rights and remedies under general law.
- (s) Announcement: Neither Party shall make any announcement relating to this Agreement, any matter arising in respect of this Agreement or its relationship with the other Party, without the prior written consent of the other Party. The form and content of any such announcement shall be consented and agreed to by both Parties. The Parties also agree to keep all matters relating to this Agreement secret and confidential.
- (t) Relationship between The Parties: Nothing in this Agreement will be construed as creating partnership, joint venture, agency or employment between the Parties. The Parties shall not be responsible for the acts or omissions of the other and neither Party shall have nor represent that it has any power/authority to speak for, represent, bind or assume any obligation on behalf of the other Party in any way without the prior written consent of the other Party.

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

For Suryansh Broadcasting Private Limited

Signature: _____

Name: _____

Title: _____

For [Name of the DPO]

Signature: _____

Name: _____

Title: Authorized Signatory

ANNEXURE A

TERRITORY

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

Column A	Column B	Column C	Column D	Column E
Sr. No.	Locality	Town / City	District	State / Union Territory
1				

GST REGISTERED LOCATION(S)

(a) The DPO hereby requests Suryansh Broadcasting Private Limited to raise invoices on the DPO’s multiple GST Registered Locations across India, the particulars of which are provided herein in Table 1 below:-

Table 1

Sr. No.	Customer name (MSO /DPO)	CRN No.	GST Registration Number in a State	Full Address for which this GST Registration is obtained	Proposed invoice value (post GST) or %age
	Total				100%

DPO hereby represents and warrants that for the purpose of GST Laws, each of the GST Registered Location of the Operator provided in Table 1 above, are respectively the locations that are the most directly concerned with the receipt of the Broadcaster’s supply under this contract, each of such GST Registered Location is the ‘recipient of supply’, and liable to pay such invoice. If the DPO has multiple GST Registered Location(s), the payment of Broadcaster’s Share of MRP, in full or part by the DPO to the Broadcaster is on behalf of each of such GST Registered Location(s) and shall be considered as payment made by each of such GST Registered Location(s) against the respective invoices. The Broadcaster is entitled to appropriate at its option, unless otherwise mentioned specifically to the contrary, any payment by the DPO to the oldest outstanding unpaid invoice amount by that DPO

For and On Behalf of the **DPO**

.....

(Authorized Signatory)

Name of the Signatory Mr.

Date:-

ANNEXURE B
Authorized Area (s)

Sr. No.	Name of the Operator	State	District	Authorized Areas
1				

Installation Address of CAS:

Installation Address of SMS:

Local headend/Installation Address(es) of Digital Satellite Receiver No. and VC No.:

Sr. No.	CRN	Name of the Cable Operator	Address(es)	Authorized Areas

ANNEXURE C

EQUIPMENT DETAIL			
Channel(s)	Digital Satellite Receiver No.(IRD No.)	VC No.	Unique Identification No.
Flowers TV			

ANNEXURE D

1. INCENTIVE PLAN ON A-LA-CARTE MRP OF CHANNELS

- (a) DPO is desirous of availing the Incentive Plan on a-la-carte MRP of Channels: ✓ (assign tick (✓) to mark selection of this Incentive Plan).
- (b) In case DPO has indicated in Clause 1(a) above that it is desirous of availing this Incentive Plan, then the parameters for Incentive Plan on a-la-carte MRP of Channel(s) are set forth in this Annexure D and are subject to DPO fulfilling the conditions set out in this Annexure D.
2. Relative Positioning Incentive on a-la-carte MRP of Channels: Relative Positioning Incentive on MRP of Channels shall mean discount of 15% (fifteen percent) on the a-la-carte MRP of Channels, which shall be subject to DPO granting such relative position (on the EPG of DPO's Permitted Digital Distribution Platform) to Channel(s) vis-à-vis the Competing Channels in the manner as is set forth in Table A of this Annexure D.

TABLE A
Specified Channels, Genre and Relative Positioning Slabs

Sr. No.	Channel Name	Select / Checkbox	Genre (Sub-Genre)	Competing Channels	Slab
1.	FLOWERS TV	<input type="checkbox"/>	General Entertainment Channel (GEC)	Asianet, Surya TV, Zee Keralam	

- (a) DPO shall be considered eligible to avail the Relative Positioning Incentive on a-la-carte MRP of Channels in the event it satisfies the following two conditions:
 - (i) DPO shall place the Channel(s) at their respective defined Slab on the EPG of DPO's Permitted Digital Distribution Platform (*in terms of Table A above*); and
 - (ii) DPO shall not disadvantage or otherwise treat less favorably any of the Channel(s) *vis-à-vis* their relevant Competing Channels (in terms of Table A above) and in this regard, DPO shall ensure that it places the applicable Channel(s) and their respective Competing Channels consecutively in the EPG and shall also allocate consecutive LCNs to the Channel(s) and their respective Competing Channels.
 - (b) If for any reason, DPO fails to adhere to all stipulations specified in Clause 2(a) above during a particular month of the Term, then the applicable Relative Positioning Incentive on a-la-carte MRP of Channels shall be withdrawn for such particular month.
3. **Relative Positioning Report for Channels:** At the time of submission of the Subscriber Report, DPO shall also provide Broadcaster, the relative positioning report for the Channels in the format as may be prescribed by the Broadcaster ("**Relative Positioning Report for Channels**"). Additionally, if called upon to do so, DPO agrees to provide sufficient evidence in support of its claim for Relative Positioning Incentive on a-la-carte MRP for Channels.
 4. **Subscriber Records, Access and Audit:** During Audit, the Broadcaster shall be entitled to access the records, SMS, CAS and related systems of the DPO in order to determine the correctness of the Relative Positioning Report for the Channels and evidence (if any) submitted by DPO in support of its claim for Relative Positioning Incentive on a-la-carte MRP of the Channels.
 5. The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of this Incentive Plan at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Plan *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed /Suspended Channel, or (iii) in case of conversion of a channel from pay to FTA or vice- versa.

ANNEXURE E
LIST OF CHANNELS

Sr. No.	Channel Name	Genre	Language	Nature of Channel	Assign (✓) against channel to mark selection
1.	FLOWERS TV	GEC	Malayalam	Pay	

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

ANNEXURE F

(I) A-LA-CARTE MRP OF CHANNELS

Assign (✓) against channel to mark selection	Channel Name	Genre	MRP per subscriber per month (in Rs.)	Nature of the Channel
	Flowers TV	GEC	₹ 10.00/- plus GST	Pay

Note: 1. Distribution fee is 20% of MRP of subscribed channel / Bouquet. 2. Suryansh Broadcasting Private Ltd. (Broadcaster) reserves the right to revise the MRP and/or nature of the A-La-Carte Channels, subject to compliance with the Applicable Laws. 3. Suryansh Broadcasting Private Ltd. (Broadcaster) reserves the right to offer promotion schemes on the Maximum Retail Price of A-LaCarte 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. 4. There is no revision in MRP of above mentioned A-La-Carte pay channels: - Reference to sub-clause 3(b) to THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHT) (ADDRESSABLE SYSTEMS) TARIFF (SECOND AMENDMENT) ORDER, 2020 (No. 1 of 2020) vide TRAI Notification - F. No.21-01/2019 – B&CS dated 01st January, 2020

(II) BOUQUET OF CHANNELS ALONG WITH MRP

Assign (✓) against Bouquet to mark selection	Bouquet Name	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)

Note: 5. Distribution fee is 20% of MRP of subscribed channel / Bouquet. 6. Suryansh Broadcasting Private Ltd. (Broadcaster) reserves the right to revise the MRP of Bouquet of pay channels, subject to compliance with the Applicable Laws. 7. Suryansh Broadcasting Private Ltd. (Broadcaster) reserves the right to offer promotion schemes on the Bouquet of 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. 8. The MRP of above mentioned Bouquet of pay channels will be effective from 01st April, 2020. The MRP of above mentioned Bouquet of pay channels is with reference to sub-clause 3(b) to THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHT) (ADDRESSABLE SYSTEMS) TARIFF (SECOND AMENDMENT) ORDER, 2020 (No. 1 of 2020) vide TRAI Notification - F. No.21- 01/2019 – B&CS dated 01st January, 2020.

Note:

ANNEXURE G

[Note: Please incorporate similar Annexures and mark them as Annexure G1, Annexure G2 and so on and so forth (as applicable) for each headend of the DPO's Permitted Digital Distribution Platform]

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

City / Town: _____

District: _____

State / Union Territory: _____

PIN Code: _____

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

Sr. No.	Channel Name	Digital Satellite Receiver No.	Viewing Card No.
1.	FLOWERS TV		

ANNEXURE H
TECHNICAL SPECIFICATIONS

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

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

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.

Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the Active Subscriber base of the distributor within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing Subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the Subscribers such as:
 - (a) Unique customer identification (ID)
 - (b) Subscription contract number
 - (c) Name of the subscriber
 - (d) Billing address
 - (e) Installation address
 - (f) Landline telephone number
 - (g) Mobile telephone number
 - (h) E-mail address
 - (i) Channels, bouquets and services subscribed
 - (j) Unique STB number

- (k) Unique VC number.
12. The SMS should be capable of:
- (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - (b) Locating each and every STB and VC installed.
 - (c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
- (a) The total number of registered subscribers.
 - (b) The total number of active subscribers.
 - (c) The total number of temporary suspended subscribers.
 - (d) The total number of deactivated subscribers.
 - (e) List of blacklisted STBs in the system.
 - (f) Channel and bouquet wise monthly subscription report in the prescribed format.
 - (g) The names of the channels forming part of each bouquet.
 - (h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 - (i) The name of a-la carte channel and bouquet subscribed by a subscriber.
 - (j) The ageing report for subscription of a particular channel or bouquet.
14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
16. It shall be possible to generate the following reports from the logs of the CAS:
- (a) STB-VC Pairing / De-Pairing
 - (b) STB Activation / De-activation
 - (c) Channels Assignment to STB
 - (d) Report of the activations or the deactivations of a particular channel for a given period.
17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.
20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.
21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

B) Fingerprinting:

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after coming into effect of these Amended Regulations, 2019, shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software.
4. The finger printing should not be removable by pressing any key on the remote of STB.
5. The finger printing should be on the top most layer of the video.
6. The finger printing should be such that it can identify the unique STB number or the unique VC number.
7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amended Regulations, 2019 shall support watermarking network logo for all pay channels at the encoder end.

C) Set Top Box (STB):

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

ANNEXURE I
SUBSCRIBER REPORT FORMAT

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

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

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

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

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

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

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

ANNEXURE J
SCOPE OF AUDIT

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

SCOPE OF WORK FOR AUDIT

The intent of the audit is to ensure that DPO systems are fully compliant with all regulatory requirements and the Accuracy of Subscriber Reports. The audit shall include the following:

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

Head End Audit

DPO should provide Complete Network Diagram of its Head End for Audit and Auditing Purpose.

DPO to submit & confirm the no. of MUXs (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of Head End and analysis of TS stream from the MUX.

All TS from MUX should be encrypted for non-DAS & DAS areas, in case DPO is serving both areas.

DPO to ensure that its Network Watermark logo is inserted on all pay channels at encoder end only.

CAS Audit

DPO to provide all below information correctly;

Make & version of CAS installed at Head End.

CA system certificate to be provided by DPO.

CAS version installed should not have any history of hacking, certificate from CAS vendor required.

CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.

CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/OSD.

CAS should be able to generate active/deactivate report channel wise/package wise.

STB's & cards to be uniquely paired from DPO before distributing box down the line /LCO.

All LCO's should be paired with unique system ID, so that consumers can't swap the STB from Non DAS area to DAS area.

DPO to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to the Broadcaster by means of a fresh undertaking.

Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by DPO. CAS vendor required to certified reconciliation of data.

No activation / deactivation from direct CAS system, it must be routed via SMS client only.

The CAS has the capability of upgrading STBs over the air (OTA), so that the connected STBs can be upgraded

DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Package/product report during audit period.

CA system should have the capability of providing history of all actions taken for last 2 years.

SMS Audit

All product authorization must be from SMS only.

SMS and CAS should be fully integrated.

The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

- Unique Customer Id
- Subscription Contract number
- Name of the subscriber
- Billing Address
- Installation Address
- Landline telephone number
- Mobile telephone number
- Email id
- Service/Package subscribed to
- Unique STB Number
- Unique VC Number

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

Location of each and every set top box VC unit.

The SMS should be capable of giving the reporting at any desired time about:

- The total number subscribers authorized
- The total number of subscribers on the network
- The total number of subscribers subscribing to a particular service at any particular date.
- The details of channels opted by subscriber on a-la-carte basis.
- The package wise details of the channels in the package.
- The package wise subscriber numbers.
- The ageing of the subscriber on the particular channel or package
- The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit:

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

- (xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to The Broadcaster.
- (xix) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
- (xx) Review of the following reports are supported by SMS & CA System:
 - a. Total no of Subscribers – active & de-active separately
 - b. De-active subscribers with ageing
 - c. Subscribed Channel wise Subscribers – total
 - d. Subscribed Channel wise Subscribers – split by package
 - e. Package / channel details
 - f. Subscriber/Revenue Reports by State/City
 - g. No of packages/services offered
 - h. List of channels
 - i. Channels along with Rate Card Options offered with details of active Subscribers
 - j. Historical data reports
 - k. Free / demo Subscribers details
 - l. Exception cases – active only in SMS or CA system

STB Audit

All STB should be individually paired in advance with unique smart card at central warehouse of DPO before handing over to LCO (DACS/non DACS area) or down the line distribution.

DPO to provide details of manufacturers of STBs being used / to be used by it (OS/Software, memory capacity, zapping time).

All STBs must be secure chipset with chipset pairing mandatory.

DPO should provide one set of all type/model of boxes for testing and monitoring purpose.

All STBs used by DPO should be certified and diploma by their CAS vendor.

Forensic watermarking to be implemented on the DPO Head End & STBs.

ECM/EMM base Forced messaging full screen and ticker mode should be available.

All the STBs should have embedded Conditional Access.

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

The STB should be individually addressable from the Head End.

The messaging character length should be minimum of 120 characters.

There should be provision for the global messaging, group messaging and the individual STB messaging.

The STB should have forced messaging capability.

The STB must be BIS compliant.

The STB must have secure chip set with mandatory pairing.

There should be a system in place to secure content between decryption & decompression within the STB.

The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

The STB outputs should have the following copy protections

- (i) Macro vision 7 or better on Composite video output.
- (ii) Macro vision 7 or better on the Component Video output.
- (iii) HDCP copy protection on the HDMI & DVI output.
- (iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

Types of boxes launched / to be launched:

- o Vanilla STB
- o DVR STB
- o Others (please specify)

Please furnish STB details as following:

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

Are the STB's interoperable?

DVR / PVR STB should be compliance of following;

- o Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
- o Recorded content should be encrypted & not play on any other devices.
- o Content should get record along with entitlements and play out only if current entitlement of that channel is active.
- o User should not have access to install third party application/software.

Does the Set Top Box support any type of interactive middleware? Please describe.

Fingerprinting

- i. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
- ii. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after coming into effect of these Amendment Regulations, 2019, shall support the covert finger printing.
- iii. The fingerprinting should not get invalidated by use of any device or software.
- iv. The finger printing should not be removable by pressing any key on the remote of STB.
- v. The finger printing should be on the top most layer of the video.
- vi. The finger printing should be such that it can identify the unique STB number or the unique VC number.
- vii. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
- viii. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
- ix. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
- x. The finger printing should be possible on global as well as on the individual STB basis.
- xi. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
- xii. Scroll messaging should be only available in the lower part of the screen.
- xiii. The STB should have a provision that finger printing is never disabled.
- xiv. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amended Regulations, 2019 shall support watermarking network logo for all pay channels at the encoder end.

Distribution Network Audit

DPO should provide below information in detail;

Fiber network and PIT information on Geo Map.

Service area to be defined.

Details of LCO connected.

DAS and Non DAS area to be defined.

Commercial Audit

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

ANNEXURE K
DPO'S ANTI-PIRACY OBLIGATIONS

1. General

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

2. STBs, VCs, Systems and Procedures

- 2.1. In order to ensure that each STB is capable of being used for Fingerprinting, DPO 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. DPO 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 DPO or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, DPO:
- 2.2.1. collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
- 2.2.2. requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
- 2.2.3. investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
- 2.2.4. deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
- 2.2.5. ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
- 2.2.6. requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
- 2.2.7. de-authorizing any STB or VC that is found outside the Territory or in the possession of a person who is not a bonafide Subscriber.
- 2.3. DPO represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other operator.
- 2.4. DPO represents, warrants and undertakes that all installations of STBs and VCs are done directly by DPO 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, DPO'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. DPO agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Subscribed Channels can be accessed from addresses which are:
- 2.5.1. not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or
 - 2.5.2. outside the Territory; or
 - 2.5.3. that of a cable head end or any other distributor of such Channel.

In order to ensure that the VC is only activated for bone fide Subscribers, DPO 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.

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

3. Fingerprinting

- 3.1 DPO shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by the Broadcaster and as reasonably requested from time to time.
- 3.2 DPO shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by DPO or by the Broadcaster.
- 3.3 DPO 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 DPO shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Subscribed Channels:
 - 3.4.1 The Subscribed Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;
 - 3.4.2 Fingerprinting to be provided by DPO on the Subscribed Channels, as per the scheme provided by the Broadcaster; the Broadcaster shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

- 4.1. DPO shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2. DPO represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software

available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

- 4.3. DPO 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. DPO undertakes that it shall furnish the details of encryption system of the DPO's Permitted Digital Distribution Platform used for encrypting the signals of channels available on the DPO's Permitted Digital Distribution Platform and undertakes that the same encryption system shall be used for scrambling the signal of the Subscribed Channels for their retransmission.
- 4.5. DPO further undertakes that as and when the DPO gives effect to any material changes to DPO's Permitted Digital Distribution Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, the DPO shall forthwith provide written intimation of such change to the Broadcaster. If the Broadcaster suggests reasonable modifications to be given effect to the modified security and encryption technology, then the DPO shall consider shall suggestion for implementation.

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
 - 5.1.1 Any VC or STB is being located, supplied or sold outside the Territory,
 - 5.1.2 Any of the Subscribed Channels are being viewed via a VC or STB by a third party that is not a Subscriber,
 - 5.1.3 A VC is being used for viewing the Subscribed Channels anywhere other than the registered address of a Subscriber, or
 - 5.1.4 A VC and/or STB are being used by a cable operator or other distributor to distribute any of the Subscribed Channels (each, a "**Piracy Event**").
- 5.2 If the Broadcaster or DPO becomes aware of a Piracy Event, then DPO shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Subscribed Channels or signals thereof.
 - 5.2.1 In the event the Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, DPO shall provide all reasonable assistance to the Broadcaster to prevent or combat such Piracy Event.
 - 5.2.2 If DPO wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of the Broadcaster, where the Broadcaster shall be one of the parties to such action, it shall notify the Broadcaster in writing and seek the Broadcaster's prior written consent. Where the Broadcaster consents to DPO taking legal or other action on behalf of the Broadcaster, DPO shall keep the Broadcaster fully informed of the progress of such action. DPO shall not settle, attempt to settle or otherwise compromise the rights of the Broadcaster or its affiliates without the prior written consent of The Broadcaster.
- 5.3 DPO agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.
- 5.4 DPO shall investigate and report to the broadcaster any detected incidents of copying, transmitting, exhibiting or other illegal use of the Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Broadcaster's STBs that enable access to the Subscribed Channels.

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

TO WHOMSOEVER IT MAY CONCERN

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

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____ NETWORK ID: _____

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

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

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this CAS system. Thanking you,
For (CAS company name)

(Signature) Name: _____

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

Company seal: _____

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

TO WHOMSOEVER IT MAY CONCERN

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

Date of SMS Installation: _____

SMS Version: _____

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

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

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

For (SMS company name)

(Signature) (Signature) Name: _____

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

Company seal: _____

ANNEXURE - N
EXECUTION REQUIREMENTS

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

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

2. If DPO is a partnership firm:

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

3. If DPO is a company:

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

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

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

5. If DPO falls into the "Other" category

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

ANNEXURE O

Customer Information Update Form				
Customer Name (Legal Entity Name)				
Constitution of Business				
PAN				
GST Registration Category				
In case it is not applicable or exempted, the following information is required				
Contact Person				
Telephone No				
Email ID				
Incase single registration is obtained, the following information is required				
Billing Address:				
City				
Pin Code		State		State Code
GST Registration Status				
Registration Migration Status (GST)				
Date of Registration		Provisional GSTIN /UIN		
Service Category		Services Tariff Code (SAC)		
Existing Tax Registration No. (Please specify)				
Contact Person				
Telephone No.				
E-mail ID				
In case if registered in multiple states, provide the following information for all the registrations:				
Total No. of GST Registrations (pan India)				
For each of the registrations, kindly provide the following information				
Billing Address:				
City				
Pin Code		State		State Code
GST Registration Status				
Registration Migration Status (GST)				
Date of Registration		Provisional GSTIN /UIN		
Service Category		Services Tariff Code (SAC)		
Existing Tax Registration No. (Please specify)				
Contact Person				
Telephone No.				
E-mail ID				
Declaration By:	Name:			
	Designation:			
	Date:			

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

ANNEXURE P

Application form for request of signals of the Channel(s) by the DPO

(As per Clause 10(4), (5) and (6) of the Interconnection Regulations)

1. Name of the DPO of the television channels:
2. The names of Owners / Directors / Partners of the DPO: _____

3. Registered Office Address: _____

4. Address for communication: _____

5. Name of the contact person / Authorized Representative: _____
6. Telephone: _____, Mobile: _____
7. Email address: _____
8. Copy of certificate of registration / permission / license (Copy Attached): _____ (Yes / No)
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SNS) deployed by the DPO to be attached along with this Application Form.
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: **As per the details provided in Schedule A.**
11. Area wise present subscriber base of the MOS: **As per the details provided in Schedule B**
12. List of channels and bouquets for which signals of television channels are requested: **As per the details provided in Schedule C.**
13. Goods & Services Tax registration number:
14. PAN No. (Attach a copy):
15. Are the CAS / SMS in compliance with the regulations: **Yes / No**
16. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available (copy attached): **Yes / No**

(Stamp & Signature)

Name: Mr.

Designation:

Date and Place:

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For the Broadcaster

For the DPO

DECLARATION

I Mr. _____ s/o/d/o, _____, (Owner / Proprietor / Partner / Director / Authorized Signatory), of _____ (Name of Distributor of television channels), do hereby declare that the details provided 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.

(Stamp & Signature)

Name: Mr.

Designation: _____

Date and Place: _____