

REFERENCE INTERCONNECT OFFER OF DISCOVERY COMMUNICATIONS INDIA

PREAMBLE

- A. This Reference Interconnect Offer (“**RIO**”)¹ is being issued and published by Discovery Communications India (“**Broadcaster**”) specifying the technical and commercial terms and conditions, for interconnection with Multi System Operator (“**Operator**”) and/or DTH Operator and/or IPTV Operator and/or HITS Operator through the Platform (*defined below*) of the Operator. This RIO is in compliance with the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time (“**Interconnection Regulations**”) read with the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended from time to time (“**Tariff Order**”) (collectively referred to as the “**Regulations**”). This RIO shall be effective for a term of one year commencing from _____ (“**Commencement Date**”).
- B. In the event there is any change in the Commencement Date owing to any order or judgment of a court or Governmental Authority (*defined below*), the Commencement Date will change accordingly. Further, in the event that there are any changes / modifications / amendments in the Regulations or any alteration or clarification thereto as a result of or pursuant to an order or judgment of a court / tribunal, the terms of this RIO and the Agreement (*defined below*) are to be modified accordingly, and the parties shall, to the extent required, enter into a fresh or supplementary RIO, as the case may be. The Broadcaster reserves its right to enter into a fresh Interconnection Agreement (*defined below*) including all such revisions / modifications / alterations / amendments thereto with the Operator. In such an event, this RIO and Agreement shall become null and void.

OTHER TERMS

1. The terms detailed in this RIO are technical and commercial terms and conditions as stipulated in Regulation 7 of Chapter III of the Interconnection Regulations applicable to Operators re-transmitting digital signals of the Broadcaster to the Subscribers (*defined below*) in terms of the said regulations. As per Regulations 10(5) and (6) of Chapter IV of the Interconnection Regulations, every Operator desirous of re-transmitting signals of the channels of the Broadcaster, shall make a written request by submitting the duly filled in application form which is available on the website of the Broadcaster under the link www.discoverychannel.co.in. The Operator shall also submit, along with the application form, documentary evidence / technical compliance report showing that the Addressable Systems (*defined below*) being used by the Operator meet the requirements in Schedule III of the Interconnection Regulations for consideration by the Broadcaster.
2. Provided that in case it comes to the knowledge of the Broadcaster that the DAS i.e. the Digital Addressable Systems (“**DAS**”), the Conditional Access System (“**CAS**”), Subscriber Management System (“**SMS**”) and other Digital Equipment (*defined below*) being used by the Operator for distribution of the Channel(s) (*defined below*) do not in any manner meet the requirements specified in Schedule III and Schedule IX of the Interconnection Regulations, it shall inform such Operator who shall promptly get its DAS audited by M/s Broadcast Engineering Consultants India Limited or any other auditor as may be

¹ This RIO is being issued and published by the Broadcaster without prejudice to its rights, remedies and contentions under the Applicable Laws, equity or otherwise, and subject particularly to the outcome in W.P. (C) No. 4091 of 2017, W.P. (C) No. 6915 of 2017, W.P. (C) 9431 of 2019 and W.P. (C) No. 2284 of 2020 pending before the Hon’ble High Court of Delhi and SLP(C) No. 10801 / 2021 pending before the Hon’ble Supreme Court of India, including any appeal made to an appellate authority/court.

specified by the Telecom Regulatory Authority of India (“**TRAI**”) by direction from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule III and Schedule IX to the Interconnection Regulations.

3. Along with the request for interconnection, the Operator must provide a copy of valid license. Any requests for interconnection, made without a copy of a valid license, shall not be entertained.
4. The Operator shall deliver the following information / documents while seeking interconnection with the Broadcaster, depending on the category in which its constitution of business falls:
 - i. Where the Operator is an individual or a sole proprietor:
 - a. Photograph of the proprietor of the applicant firm.
 - b. Proof of residence – Passport / voter ID card / ration card / electricity bill / income tax returns.
 - c. Self-attested copy of passport / voter ID card / PAN card / driving license for signature verification.
 - d. CAS declaration from the conditional access vendor in the format set out in **Annexure I**
 - e. SMS declaration from the SMS vendor in the format set out in **Annexure J**
 - f. Copy of PAN card.
 - g. Goods and Services Tax (“**GST**”) registration certificate.
 - h. Micro, Small and Medium Enterprises registration certificate, if registered, and copies of all necessary registrations.
 - ii. Where the Operator is a partnership firm:
 - a. Certified true copy of the registered partnership deed.
 - b. Separate powers-of-attorney signed by all partners authorizing the signatory to sign the Agreement and any amendment thereto and all related documents on behalf of the firm.
 - c. Photograph of the authorized signatory.
 - d. Copy of passport / voter ID card / PAN card / driving license for signature verification attested by the authorized signatory.
 - e. CAS declaration from the conditional access vendor in the format set out in **Annexure I**
 - f. SMS declaration from the SMS vendor in the format set out in **Annexure J**
 - g. Copy of PAN card.
 - h. GST registration certificate.
 - i. Micro, Small and Medium Enterprises registration certificate, if registered, and copies of all necessary registrations.
 - iii. Where the Operator is a company:
 - a. Certificate of incorporation, duly certified by the company secretary / director.
 - b. Certified copy of memorandum and articles of association of the company.
 - c. 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.
 - d. Copy of passport / voter ID card / PAN card / driving license for signature verification attested by the authorized signatory.
 - e. Photograph of the authorized signatory.
 - f. CAS declaration from the conditional access vendor in the format set out in **Annexure I**.
 - g. SMS declaration from the SMS vendor in the format set out in **Annexure J**.
 - h. Copy of PAN card of the company.
 - i. GST registration certificate and copies of all necessary registrations.

- j. Micro, Small and Medium Enterprises registration certificate, if registered, and copies of all necessary registrations.
- iv. Where the Operator is a Hindu Undivided Family (“HUF”)
- The photograph of the Karta.
 - The proof of residence - voter identity card or passports of Karta or electricity bill / income tax returns.
 - The names of all coparceners and his / her relations with the Karta.
 - Relevant documents, including any partition deed, family settlement deed, etc.
 - Copy of Passport / voter ID / PAN card / driving license for signature verification attested by the Karta.
 - CAS declaration from the conditional access vendor in the format set out in **Annexure I**
 - SMS declaration from the SMS vendor in the format set out in **Annexure J**
 - Copy of PAN card.
 - GST registration certificate and copies of all necessary registrations.
5. Subsequent to the provision of the aforesaid documents, the Broadcaster and the Operator will enter into a subscription / interconnection agreement, containing the terms and conditions on which the Operator shall re-transmit the Channel(s) to the Authorized Subscribers (*defined below*) of its network operating in the authorized Territory (*defined below*), on the Platform strictly subject to and in accordance with the terms and conditions of this Agreement.
6. **The Broadcaster has designated the following persons for receiving the request for Interconnection Agreements from the Operator and their grievance redressal pertaining to this RIO:**

MSO/IPTV/HITS			
Sr. No	Name of Designated Person	Email Address	Designated to receive request from the Operator (State / Area Wise)
1	Vijay Rajput	Vijay_rajput@discovery.com	All India
2	Bibhash Jha	Bibhash_Jha@discovery.com	Northern India
3	Swarup Chowdhury	Swarup_Chowdhury@discovery.com	Eastern India
4	Rajesh Gupta	Rajesh_Gupta@discovery.com	Western & Central India
5	Sunil Ganapathy	Sunil_Ganapathy@discovery.com	Southern India

DTH			
Sr. No.	Name of Designated Person	Email Address	Designated to receive request from the Operator (State / Area Wise)
1	Vijay Rajput	Vijay_rajput@discovery.com	All India
2	Shazia Fazal	Shazia_Fazal@discovery.com	All India

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

INTERCONNECTION / SUBSCRIPTION AGREEMENT

Document Number:

Operator Code:

DB Code:

Photograph of the Authorized Signatory of the Operator

This Interconnection / Subscription Agreement (“**Agreement**”)² is entered into between:

Discovery Communications India, a private company with unlimited liability, incorporated under the laws of India, having its registered office at 125 – B, Som Datt Chamber – 1, 5 Bhikaji Cama Place, New Delhi – 110066 and corporate office at Building No. 9, Tower A, 9th Floor, DLF Cyber City, Gurgaon - 122002 (hereinafter referred to as the “**Broadcaster**”, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns);

AND

_____, having its office at _____ (hereinafter referred to as the “**Operator**”, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns)

Status: Proprietorship Partnership Firm Company HUF

Individual Others

Correspondence Address of the Operator:

Flat/Shop No.: _____ Building Name/Plot No.: _____

Street/Road Name: _____ Locality /Area: _____

Landmark: _____ City/Town/Village: _____

Pincode: _____ Taluk/Tehsil: _____

District: _____ State: _____

Operator Authorised Signatory(ies): _____

Mobile: _____

email: _____

Operator Contact Person _____

Mobile: _____ email: _____

Phone: STD Code: _____ No.: _____

Fax: STD Code: _____ No: _____

Correspondence Address of the Broadcaster:

² This Agreement is being entered into by the Broadcaster without prejudice to its rights, remedies and contentions under the Applicable Laws, equity or otherwise, and subject particularly to the outcome in the W.P. (C) No. 4091 of 2017, W.P. (C) No. 6915 of 2017, W.P. (C) 9431 of 2019 and W.P. (C) No. 2284 of 2020 pending before the Hon’ble High Court of Delhi and SLP(C) No. 10801 / 2021 pending before the Hon’ble Supreme Court of India including any appeal made to an appellate authority / court.

Flat/Shop No.: _____ Building Name/Plot No.: _____
Street/Road Name: _____ Locality /Area: _____
Landmark: _____ City/Town/Village: _____
Pincode: _____ Taluk/Tehsil: _____
District: _____ State: _____
Broadcaster's Authorised Signatory(ies): _____
Mobile: _____
email: _____
Broadcaster's Contact Person _____
Mobile: _____ email: _____
Phone: STD Code: _____ No.: _____
Fax: STD Code: _____ No: _____

Term: Commencement Date: _____ End Date: _____

Broadcaster and the Operator may singularly be referred to as "Party" and together as "Parties".

RECITAL:

- A. The Parties represent that they have the requisite power and authority to enter into this Agreement and create the mutual rights and obligations that are contractually binding in nature and legally enforceable in Law (*defined below*).
- B. This Agreement entered into between the Parties is subject to the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 ("**Interconnection Regulations**") read with the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 ("**Tariff Order**") and their subsequent amendments notified from time to time (collectively referred to as the "**Regulations**") and other Applicable Laws.
- C. The Operator has represented that it is duly authorized to re-transmit signals of satellite television channels through its Platform as per the license issued by the Ministry of Information and Broadcasting ("**MIB**").
- D. Relying upon the Operator's representation, the Broadcaster has agreed to provide its Channels (*defined below*) to the Operator, subject to the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IN CONSIDERATION OF THE PREMISES, MUTUAL PROMISES, COVENANTS, WARRANTIES SET FORTH HEREINAFTER, IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER: -

I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below unless otherwise expressly stated in any provision of this Agreement. Any term used herein but not defined expressly shall have the meaning ascribed to it in the Interconnection Regulations.

- i. "**Addressable system**" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the Subscriber within the limits of the authorization made, on the choice and request of such Subscriber, by the distributor of television channels;
- ii. "**Affiliate**" of a Party (the "**Subject Person**") means (i) in the case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, controls, is controlled by or is under common control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, his / her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons. For the purposes of this definition, "**Control**" means (a) having an economic interest of more than 50% of any Person; and / or (b) the power to direct and control the management or policies of a Person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such Person, through contractual arrangements or otherwise;
- iii. "**A-la-carte**" or "**a-la-carte channel**" means an offering of the television Channel individually on a standalone basis;
- iv. "**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 (*defined below*) submitted by the Operator in the manner specified in **Annexure F** of this Agreement;
- v. "**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 Operator in the manner specified in **Annexure F** of this Agreement;
- vi. "**Anti-Piracy Obligations**" shall mean necessary compliances to ensure prevention / curbing of piracy as set out in **Annexure H** of this Agreement;
- vii. "**BIS**" shall mean Bureau of Indian Standards;
- viii. "**Bouquet**" or "**Bouquet of channels**" means an assortment of distinct Broadcaster Channels (*defined below*), offered together as a bundle as is listed in **Annexure C** of this Agreement;
- ix. "**Broadcaster**" means a person or a group of persons, or body corporate, or any organization or body who has obtained, in its name, permission for its channels from the Central Government for providing programming services. For the purpose of this Agreement, the Broadcaster herein is **Discovery Communications India**;
- x. "**Broadcaster Channels**" shall mean and refer to the linear satellite channels owned and / or operated by the Broadcaster and offered for subscription on a-la-carte basis or as Bouquets as

listed in **Annexure C** of this Agreement, which list may be updated to include any new television channel distributed by the Broadcaster from time to time;

- xi. "**Broadcaster's Share of MRP**", with respect to each Channel, means MRP (*defined below*) of a Channel less distribution margin, computed in the manner as defined in Clause 2(g) of the Tariff Order, and is as set forth in **Clause 7** of this Agreement;
- xii. "**CAM**" shall mean Conditional Access Module owned, operated and supplied by the Broadcaster and used in conjunction with a Viewing Card (*defined below*) and an Integrated Receiver Decoder (*defined below*) in order to facilitate the receipt of the Services by the Operator;
- xiii. "**CAS**" shall mean the conditional access system maintained by the Operator in accordance with the Interconnection Regulations and the terms of this Agreement, which shall have the ability to authorize, provide and deny specific Channels, data, or information to paying Subscribers and which meets the requirements set out under **Annexure F** of this Agreement;
- xiv. "**Cable TV Act**" means the Cable Television Networks (Regulation) Act, 1995 as amended from time to time;
- xv. "**Channel(s)**" shall mean and refer to one or more of Broadcaster's Channels which are subscribed to by the Operator by way of this Agreement, as a-la-Carte and / or as a Bouquet, by way of specific selection by the Operator as set out in **Annexure C**. Channel(s) shall exclude those Broadcaster Channels, which are not specifically selected by Operator under **Annexure C**;
- xvi. "**Channel Marks**" means the trade names, trademarks, logos and service marks used by the Broadcaster and / or its Affiliates from time to time in connection with the Channels including without limitation the trade names, marks or logo specified by the Broadcaster or otherwise notified in writing by the Broadcaster from time to time;
- xvii. "**Change Event**" means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the Operator or any change of Control or change in the management or acquisition of majority shares or controlling power of the Operator or acquisition by the Operator (directly or indirectly) of a majority shares or a controlling power in any other entity or selling the whole or a substantial portion of the Operator's assets and / or purchasing the whole or a substantial portion of the assets of another entity by the Operator (directly or indirectly);
- xviii. "**Commencement Date**" shall have the meaning assigned to it in Preamble A of this Agreement;
- xix. "**Confidential Information**" means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Affiliates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the Parties, (b) any material or information disclosed to the Operator by the Broadcaster for the purposes of this Agreement, and (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

- xx. **“Commercial Subscriber”** means a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum of money to be paid by such person;³
- xxi. **“CPE”** means customer premises equipment to be used
- xxii. **“DEITY”** means the Department of Electronics and Information Technology;
- xxiii. **“Disconnection Notice”** means notice by the Broadcaster to discontinue services to Operator;
- xxiv. **“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 Channel(s), and (ii) the bouquet MRP of the subscribed bouquet(s), which the Operator shall be entitled to receive on a monthly basis, or part thereof, as margin towards re-transmission of the Channel(s) through the Operator’s Permitted Digital Distribution Platform (*defined below*) in the Territory during the applicable month of the Term (*defined below*), or part thereof as set out in Clause 2(q) of the Interconnection Regulations;
- xxv. **“DAS”** means Digital Addressable Cable Television Network 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 network can be sent by the Operator to its subscriber in an encrypted form, which can be decoded by the device or devices, having an activated CAS at the premises of the subscriber within limits of the authorization made through CAS and the SMS by the Operator to the subscriber on the explicit choice and request of each subscriber **“DAS”** means Digital
- xxvi. **“EPG”** means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;/
- xxvii. **“Equipment(s)”** means and includes all hardware/software and other devices and including but not limited to IRDs, Viewing Card(s) and CAM, as applicable;
- xxviii. **“End Date”** means date of expiry of this Agreement;
- xxix. **“Fingerprinting”** means exercises where code numbers are made overtly to appear on the screen of a television and / or covertly in the signals of the channels that enables identification of the smart card being used to access such signals.
- xxx. **“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 from court or restriction (whether international, national or local), war (whether or

³ This definition of Commercial Subscriber is without prejudice to the rights and contentions of Broadcaster and would be subject to revision depending upon the order / direction as may be finally passed in W.P. (C) 5161 of 2014 and W.P. (C) 506 of 2016 pending before the Hon’ble High Court of Delhi, or any other matter in this subject.

not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, pandemic public transportation dispute, satellite failure or transponder failure;

- xxxi. **“Governmental Authority”** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation-making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT, Department of Telecommunications, Department for Promotion of Industry and Internal Trade or any other body or authority regulating the broadcasting and distribution of channels in India;
- xxxii. **“Incentive Scheme”** shall mean the LCN Incentive (*defined below*) offered by the Broadcaster to Operator on MRP of the subscribed Bouquet of Channel(s) and / or Penetration Incentive offered by the Broadcaster to Operator on MRP of the subscribed a-la-carte Channel(s), as are set out in this Agreement, subject to Operator complying with all the terms and conditions of the selected Incentive Scheme to qualify for the applicable Incentive(s) as set out under **Annexure D, Annexure D-1** and this Agreement;
- xxxiii. **“Integrated Receiver Decoder”** or **“IRD”** or **“DSR”** shall mean decoder, receiver or integrated receiver-decoders as set out in **Part C of Annexure B**, which is owned, operated and supplied by the Broadcaster and which is used in conjunction with a Viewing Card and CAM in order to facilitate the receipt of the Channel(s) by Operator;
- xxxiv. **“Intellectual Property”** shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the channels;
- xxxv. **“Interconnection”** means the technical arrangements under which service providers connect, including through electro-magnetic signals, their equipment, networks and services to enable their customers to have access to the customers, services and / or networks of other service providers;
- xxxvi. **“Interconnection agreement”** with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channels;
- xxxvii. **“Law”** or **“Applicable Law”** means all applicable statutes, enactments, acts of legislature 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 codes of conduct of the MIB, TRAI, DOT, MEITY) that have come into effect, those applicable to any tax, consumer and / or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment, the United States Foreign Corrupt Practices Act of 1977 and any amendments

thereto and the United Kingdom's Bribery Act 2010 and any amendments thereto (and any local or foreign equivalent). For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by Applicable Law, including, without limitation, the TRAI and the MIB.

- xxxviii. "LCN Incentive" shall have the meaning as assigned to it in **Annexure D** annexed to this Agreement;
- xxxix. "LCN Report" shall have the meaning as assigned to it in **Annexure D** annexed to this Agreement;
 - xl. "Local cable operator" or "LCO" means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;
 - xli. "MIB" means the Ministry of Information and Broadcasting, Government of India;
 - xlii. "Maximum Retail Price" or "MRP" for the purpose of this Agreement shall mean the maximum price excluding taxes, payable by a subscriber of a-la-carte pay channel offered by the Broadcaster or for a bouquet of pay channels offered by the Broadcaster, as the case may be;
 - xlili. "MEITY" means the Ministry of Electronics and Information Technology, Government of India;
 - xliv. "Payment Due Date" shall have the meaning assigned to it as per **Clause 8** of this Agreement;
 - xlv. "Person" means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;
 - xlvi. "Piracy" shall have the meaning ascribed to it in **Clause 20** of this Agreement which deals in Anti-Piracy;
 - xlvii. "Piracy Event" means an event that fulfills the conditions of piracy;
 - xlviii. "Penetration Incentive" shall have the meaning assigned to it under **Annexure D-1** annexed to this Agreement;
 - xliv. "Permitted Digital Distribution Platform" with respect to this Agreement, means the Digital Addressable Platform for which the Operator has filled in the applicable details in **Annexure B**;
 - l. "Platform" shall mean, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator's HITS Service, with respect to DTH Operator, such DTH Operator's DTH Service and with respect to IPTV Operator, such IPTV Operator's IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

"DTH Operator" shall mean a company that has been granted license by the Central Government to provide DTH Service.

“DTH Operator’s DTH Service” means distribution of television channel programmes by using a Ku-band direct-to-home satellite transmission system by providing television signals directly to Subscriber’s premises without passing through an intermediary such as cable operator or any other distributor of television channels.

“HITS Operator” shall mean any person permitted by the Central Government to provide HITS service.

“HITS Operator’s HITS Service” shall mean re-transmission of signals of television channels to (i) intermediaries like local cable operators or multi system operators by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks.

“IPTV Operator” shall mean a person permitted by the Central Government to provide IPTV service.

“IPTV Operator’s IPTV Service” shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.

“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.

- li. **“Reference Interconnection Offer”** or **“RIO”** means this document published by the Broadcaster on its website specifying terms and conditions on which the Operator may seek Interconnection with the Broadcaster;
- lii. **“Security Deposit”** shall have the meaning assigned to it under **Clause 12** (Integrated Receiver Decoders and Viewing Cards) of this Agreement;
- liii. **“Security Systems”** shall have the meaning ascribed to it under **Clause 20** (Anti-Piracy) of this Agreement;
- liv. **“Set Top Box”** or **“STB”** shall mean a device which is connected to or part of a television set and as per requirement described in this Agreement, which allows a subscriber to receive the Channel (s) in de-scrambled form;
- lv. **“Subscriber management System”** or **“SMS”** means a system or device which stores the Subscriber records and details at the Operator’s end with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Broadcaster Channels or bouquets of Broadcaster Channels subscribed by the Subscriber, price of such Broadcaster channels or Bouquets of Broadcaster Channels as defined in the system, the activation or de-activation date and time for any Broadcaster Channel or bouquets of Broadcaster Channels, a log of all actions performed on a Subscriber’s record, invoices raised on each Subscriber and the amounts paid or discount allowed to the Subscriber for each billing period by the Operator;
- lvi. **“Subscriber”**⁴ means any ordinary subscriber availing the Channel(s) through a single Set Top Box

⁴This definition of Subscriber is without prejudice to the rights and contentions of Broadcaster and would be subject to revision depending upon the order / direction as may be finally passed in W.P. (C) 5161 of 2014 and W.P. (C) 506 of 2016 pending before the

through the permitted Distribution Platform and who does not further transmit the Service to any other Person and specifically excludes Commercial Subscribers and commercial establishments.

- lvii. **"Subscriber Report"** shall mean the report referred to in **Clause 15** of this Agreement;
- lviii. **"Subscription Fee"** means the monthly fee payable by the Operator to the Broadcaster for availing the signals of the Channel(s) and calculated as Broadcaster's Share of MRP multiplied by Average active subscriber base of Package or Average Broadcaster's subscriber base (as the case may be) for any given month in the manner specified in **Clause 7** of this Agreement;
- lix. **"Tariff Order"** means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 03rd March 2017, as amended from time to time;
- lx. **"Territory"** means the territories listed in **Clause 3** of this Agreement;
- lxi. **"TDSAT"** shall mean Telecom Disputes Settlement and Appellate Tribunal;
- lxii. **"Target Market"** shall mean such geographical area / location of India as indicated **Annexure D-1** to this Agreement and shall in no case be larger than a State or a Union Territory.
- lxiii. **"Technical Audit"** shall mean audit conducted by the Broadcaster as per given format;
- lxiv. **"Technical Specifications"** means the technical specifications as set forth in **Annexure E** to this Agreement to which the Operator's Digital Addressable Platform must comply with;
- lxv. **"Term"** shall mean the period specified in **Clause 2** of this Agreement;
- lxvi. **"TRAI"** shall mean the Telecom Regulatory Authority of India;
- lxvii. **"Viewing Card"** means the viewing card owned, operated and supplied by the Broadcaster and which is to be used in conjunction with the IRD for the Operator to access and decode each Channel.

II. RULES OF INTERPRETATION

Unless the context of this Agreement otherwise requires:

- a. the Annexures, Schedules shall form an integral part of this Agreement and are references to the Annexures, Schedules in this Agreement;
- b. the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
- c. words using the singular or plural number also include the plural or singular number, respectively;
- d. words of any gender are deemed to include the other gender;
- e. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;

- f. the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
- g. any reference to a "person" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- h. a reference to "writing" includes email, except as expressly provided otherwise;
- i. reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation or order include references to that statute, provision, regulation or order as amended, modified, re-enacted or replaced from time to time;
- j. the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases; and
- k. the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings.

III. DETAILED TERMS

1. PARTIES	DISCOVERY COMMUNICATIONS INDIA and OPERATOR
2. TERM	<p>This Agreement shall become effective from the Commencement Date and continue to remain valid for a period of 1 (One) year from the Commencement Date, unless terminated earlier in accordance with the terms of this Agreement (hereinafter referred to as the "Term").</p> <p>The Term of this Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the Parties.</p> <p>In case the Operator is not desirous of executing a new Interconnection Agreement upon the expiry of the Term of the Agreement, the Operator shall, fifteen (15) days prior to the date of expiry of the Agreement, inform its Subscribers through scrolls on its Platform:</p> <ul style="list-style-type: none"> i. Date of expiry of the Agreement; and ii. Date of disconnection of the Channel(s).
3. TERRITORY	<p>The Operator has been granted license by MIB to operate in the areas as detailed in Annexure A Part A (hereinafter referred to as the "Registered Area"). Further, the Operator has been authorized vide this Agreement to operate within the area(s) / cities detailed in Annexure A Part B (hereinafter referred to as the "Authorized Area").</p>
4. BROADCASTER CHANNELS	<p>The Broadcaster's Channels mean the satellite television channels listed in Annexure C of this Agreement. Standard Definition Channels are referred to as "Discovery SD Channels" and High Definition channels are referred to as "Discovery HD Channels". Both Discovery SD Channels and Discovery HD Channels may be collectively referred to as the "Broadcaster's Channels".</p>
5. GRANT OF RIGHTS	<p>On the basis of the representations, warranties and undertakings given by the Operator and subject to the Operator fully complying with all the terms and conditions as set out in this Agreement, the Broadcaster hereby grants to the Operator the non-exclusive, revocable license to receive the signals of the Channel(s) through the Broadcaster's STB</p>

to be re-transmitted to active Subscribers in the authorized Territory. The Operator undertakes to re-transmit the Channel(s) along with all available language feeds of the respective Channel(s), during the Term hereof in an encrypted form owned and operated by Operator in an uninterrupted form on a 24x7x365 (6) basis. All other rights and means of distribution not specifically and expressly granted to Operator are expressly excluded and reserved by the Broadcaster, Mobile, Over-the-top, Internet or any other technology now available or which may become available in future.

Notwithstanding anything contained in this Agreement, the rights granted by the Broadcaster to the Operator under this Agreement shall be limited only to the broadcast reproduction right as set out in the Indian Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Operator to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever. For the avoidance of doubt, this also excludes the distribution of any content of the Channels on a non-linear basis through the Platform including, but not limited to time shifting / multiplexing, Pay Per View, Video on Demand or Near Video on Demand (or any other technology whether currently existing or that may come into existence in the future). Further, the Operator also agrees to re-transmit the channels without any interruption, editing, interference, recording, dubbing, delays, voice over, sub title, delays, picture squeezing or re sizing, insertion of graphic overlays, pull through or crawls, deletions, additions or any other alteration and the Operator shall not sub-license the rights and license granted hereunder to any third party without prior permission / approval of the Broadcaster.

Usage of Digital Video Recorder (DVR) or Personal Video recorder (PVR) by the Operator shall not be permitted. Nevertheless, use of DVR and PVR by the Subscriber shall be allowed provided there is no automatic advertisement skipping function nor is there any mechanism whereby DVR and or PVR have a store and forward function.

The Operator shall offer all contributory language feeds for a given channel to every Subscriber entitled to access the Channel(s) provided that the Operator has opted for such contributory language feeds of the channel.

The Operator shall under no circumstance, sub-license and / or assign and / or transfer the rights granted to it by the Broadcaster.

The Operator shall not push content into STB, there shall not be automatic advertisement skipping function and /or the Operator shall not create a virtual Video on Demand or other demand service in respect to the Broadcaster's Channels.

Any agreement entered into by the Operator, its sub-operators with a Subscriber shall not relieve the Operator, its sub-operators of any of their obligations under this Agreement and the Operator shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

Broadcaster reserves the right at any time during the Term to remove any channel from the list of the Channel(s) if it ceases to distribute such Channel(s) in the Territory and

	<p>terminate the grant of the associated distribution rights to the Operator and replace any removed channel with a replacement channel or to add any channel to the list of Broadcaster’s Channels and to grant the distribution rights to the Operator in respect of the replacement or new channel.</p>
<p>6. AUTHORIZED SUBSCRIBER</p>	<p>Authorized Subscriber means any Subscriber who receives the signals of the Channel(s) from the Broadcaster at a place indicated to the Operator by the Authorized Subscriber (detailed in the Subscriber Application Form) without further re-transmitting it to any other person and who does not cause the signals of the Broadcaster to be seen or heard by or seen by any person for a specific sum of money to be paid by such person and includes only ordinary subscribers.</p> <p>Ordinary Subscriber means a subscriber who is not a Commercial Subscriber.</p> <p>A-la-Carte / Bouquet Rates of Broadcaster’s Channels applicable to Ordinary Subscribers are as per Annexure C of this Agreement.</p> <p>The Operator shall not be permitted nor shall be entitled to activate the STB / provide signals of any the Channel(s) to any Subscriber(s) who have not submitted Subscriber Application Form (SAF) as per the requirement under the Applicable Laws. Non-compliance of this Clause 6 shall be construed as a material breach of this Agreement, which will entitle the Broadcaster to disconnect the Channel(s) by issuing a Disconnection Notice for non-compliance. In the event the Operator is permitted to provide signals to both Ordinary and Commercial Subscribers, then the CAS and SMS system of the Operator must be at all times capable of segregating Ordinary and Commercial Subscribers, whereby two separate and distinct SMS reports shall be submitted by the Operator to Broadcaster.</p> <p>Each Set Top Box in a household or unit in a residential multi-unit dwelling or in an establishment shall be treated as a separate Authorized Subscriber. Where an Authorized Subscriber has more than 1 (one) STB (hereinafter referred to as “Supplementary Connection”) authorized by the Operator to receive the Channel(s), then such Supplementary Connection(s) shall be considered as a separate and distinct “Subscriber” in all respects including Subscription Fee. The Operator shall maintain proper and accurate records of such Supplementary Connection(s) and shall furnish the details thereof as and when required by Broadcaster.</p> <p>It is hereby agreed and acknowledged by the Parties that this Agreement does not confer upon the Operator, any right to distribute the Broadcaster’s Channels in any manner to any Commercial Subscriber. Each STB 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 Broadcaster’s Channels.</p>

7. SUBSCRIPTION FEE AND CALCULATION THEREOF

a) For each month of the Term, or part thereof, the Operator shall pay to the Broadcaster, the Subscription Fee as per the computations set forth below:

(i) If Channel(s) subscribed by the Operator on a-la-carte basis are offered by the Operator on a-la-carte basis only:

If the Operator offers the Channel(s) subscribed on a-la-carte basis only to its active Subscribers, then the Subscription Fee for each such Channel for a particular month shall be the amount as shall be computed in the following manner, plus applicable taxes:

Subscription Fee = (a-la-carte MRP of the applicable Channel subscribed by the Operator on a-la-carte basis less Distribution Fee of 20% of the a-la-carte MRP of such Channel) multiplied with the applicable Average Broadcaster's Subscriber Base of Broadcaster's Subscribers who have subscribed to such Channel on a-la-carte basis.

Illustration:

If the Operator has opted for Discovery Channel and offers the same on a-la-carte basis to its Subscribers and the Average Broadcaster's Subscriber Base for a particular month reported by the Operator is 10,000 subscribers for Discovery Channel, then the Subscription Fee payable by the Operator for that particular month for Discovery Channel will be calculated as:

<i>MRP of Discovery Channel</i>	<i>Rs 4</i>
<i>Less Distribution Fee (20% of MRP)</i>	<i>Rs 0.80</i>
<i>Broadcaster's Share of MRP</i>	<i>Rs 3.20</i>
<i>Average Broadcaster's Subscriber Base reported by the Operator for that month</i>	<i>10,000</i>
<i>Subscription Fee for Discovery Channel for that month</i>	<i>Rs 32,000 (3.20 x 10,000)</i>

(ii) If Channel(s) subscribed by the Operator on a-la-carte basis are offered by the Operator as part of Package(s) only:

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

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

Illustration:

If Operator has opted for Discovery Channel on a-la-carte basis and has placed Discovery Channel in package "X" of the Operator, then the Subscription Fee for Discovery Channel payable by the Operator for that particular month will be calculated as (the a-la-carte MRP

of the Discovery Channel less distribution margin of 20% of a-la-carte MRP of the Discovery Channel) multiplied with the applicable Average Active Subscriber Level for a particular month reported by the Operator say 10,000 subscribers for package X.

MRP of Discovery Channel	Rs 4
Less Distribution Margin (20% of MRP)	Rs 0.80
Broadcaster's Share of MRP	Rs 3.20
Average Broadcaster's Subscriber Base for Package X reported by the Operator for that month	10,000
Subscription Fee for Discovery Channel for that month	Rs 32,000 (3.20 x 10,000)

iii) If the Operator offers Subscribed Bouquets on as is basis i.e., on standalone basis: if Operator offers Bouquet on stand-alone basis, then the Subscription Fee for a particular month for each of such Bouquet shall be such amount as shall be computed in the following manner, plus applicable taxes.

Subscription Fee= MRP of the Subscribed Bouquet(s) less Distribution Margin of 20% of MRP of the Subscribed Bouquet(s) multiplied with the monthly average active subscriber base who have subscribed to such Bouquet.

iv. In case Operator avails one or more Bouquet(s) of Broadcaster's Channels: The Monthly Subscription Fee payable by Operator to Broadcaster for such Bouquet(s) shall be equal to "Broadcaster's Share of MRP" of the Bouquet multiplied by the monthly average active subscriber base availing the Bouquet(s) reported by the Operator for that particular month.

Illustration:

If Operator has opted for SD Bouquet 1 and the monthly average active subscriber base for a particular month reported by the Operator is 10,000 Subscribers for SD Bouquet 1, then the Subscription Fee payable by the Operator for that particular month will be calculated as under:

MRP of SD Bouquet 1	Rs 11.00
Less Distribution Fee (20% of MRP)	Rs 2.20
Broadcaster's Share of MRP	Rs 8.80
Average Broadcaster's subscriber base for Bouquet reported by Operator	10,000
Subscription Fee for SD Bouquet 1 for that month	Rs 88,000 (8.80 x 10,000)

Subscription Fee = (MRP of the Subscribed Bouquet(s)) less Distribution margin of 20% of MRP of the Subscribed Bouquet(s) multiplied by the monthly average active subscriber base availing the Bouquet(s) reported by the Operator for that particular month.

	<p>v. <i>In case an Operator avails one or more Broadcaster’s Channels on a-la-carte basis and also opts for different Bouquet(s) of Channel(s) not comprising of the Channels opted on a-la-carte basis:</i></p> <ol style="list-style-type: none"> 1. <i>For the Channels opted on a-la-carte basis, the monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of sub-clause (a) above.</i> 2. <i>For each Channel forming part of a Bouquet(s), the Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of sub-clause 7(a)(ii) hereinabove; and</i> 3. <i>For each subscribed Bouquet, Subscription Fee shall be calculated on the basis of sub-clause 7(b) hereinabove.</i>
<p>8. PAYMENT TERMS</p>	<p>The Subscription Fee shall be paid monthly in arrears within fifteen (15) days from the date of invoice raised by the Broadcaster (“Payment Due Date”) towards Subscription Fee of a particular month on the basis of the Subscriber Report (in the format detailed in Annexure F) of the Operator without any deduction except deduction of applicable withholding tax / TDS as per the provisions of Income Tax Act, 1961 and Rules framed thereunder.</p> <p>Within seven days from the end of each calendar month (“Subscriber Report Due Date”), the Operator shall provide the Subscriber Report in the manner and format set out in Annexure F based on which Broadcaster shall raise an invoice on the Operator.</p> <p>Broadcaster shall raise an invoice for the Subscription Fee for each calendar month within seven (7) days from the date of receipt of Subscriber Report from the Operator (“Invoice”). The Operator shall have an obligation to pay to the Broadcaster the Subscription Fee in full within the Payment Due Date.</p> <p>The Operator will provide to the Broadcaster GSTIN, registered place of business etc. which is requested in writing by the Broadcaster to determine the relevant location of the recipient of service and place of supply based thereupon.</p> <p>Broadcaster will raise the Invoice from the state from which the Broadcaster provides the services. Invoices shall be raised by Broadcaster based on details such as GSTIN, registered place of business and any other said detail that may be required as per the Applicable Law which are requested by Broadcaster and provided by the Operator. Any revision if required to the Invoice may be addressed through debit or credit notes, as may be required as per prevailing Applicable Law.</p> <p>Any credit note and debit note shall be issued after prior confirmation by both the Parties. Such debit note / credit note shall be accepted by the Operator on the online GSTN portal within the timelines prescribed under GST law purely in accordance with the details reported in physical copies of such debit notes / credit notes <i>above</i>.</p> <p>In a given month, if the Operator fails to furnish the Subscriber Report to the Broadcaster within the Subscriber Report Due Date for any reason whatsoever, the Broadcaster shall have the right to raise a tax invoice on estimated basis (with applicable taxes, as more appropriately set out below) and the Operator shall be under an obligation to pay the Subscription Fee on the basis of the Provisional Invoice (<i>defined below</i>) in accordance with</p>

the terms of this clause. The Broadcaster shall raise a Provisional Invoice (*defined below*) towards the Subscription Fee of such amount as shall be increased by 10% of the total Subscription Fee of the invoice raised on the Operator for the immediately preceding month (“**Provisional Invoice**”). On receipt of the Subscriber Report for such month (i.e., the month for which the Provisional Invoice was raised) from the Operator, but no later than three (3) months from the Subscriber Report Due Date for such month for which the Provisional Invoice was raised, the Parties will conduct reconciliation between the Provisional Invoice and the subscriber report for such month furnished by the Operator. The Broadcaster on receipt of the Subscriber Report, shall raise a debit / credit note with applicable taxes in accordance with the applicable GST law for the differential Subscription Fee.

Illustration:

If the Operator in the month of August fails to furnish Subscriber Report within Subscriber Report Due Date, the Broadcaster will issue a Provisional Invoice for the month of August in the following manner:

<i>Subscription Fee for the month of July</i>	<i>Rs 1,000</i>
<i>Provisional Subscription Fee for the month of August</i>	<i>1000+(10% of 1000) = Rs. 1,100</i>

If the Operator fails to furnish the Subscriber Report consecutively for the second month (i.e. August), the Broadcaster will issue a Provisional Invoice for the month of September in the following manner:

<i>Subscription Fee for the month of August</i>	<i>Rs 1,100</i>
<i>Provisional Subscription Fee for the month of September</i>	<i>1100 + (10% of 1100) = Rs. 1,210/-</i>

If the Operator furnishes the Subscriber Report for the month of August after two months, the Parties will carry out reconciliation of Provisional Invoice for the month of August in the following manner:

<i>Subscription Fee for the month of August (based on the Subscriber Report)</i>	<i>Rs 1,000</i>
<i>Provisional Invoice amount for the month of August</i>	<i>Rs 1,100</i>
<i>Differential Subscription Fee</i>	<i>Rs 100</i>

The Operator shall promptly notify the Broadcaster in case the Operator does not receive the applicable invoice of a particular calendar month on or before the 15th (fifteenth) day of the following calendar month. The Invoice or Provisional Invoice (*as the case may be*) shall be deemed to be delivered to the Operator if no such notification is received from the Operator.

The Operator shall be required to make payment of the applicable Invoice or Provisional Invoice (*as the case may be*) amount by the Payment Due Date in accordance with the terms of this Agreement, and any failure to do so on the part of the Operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full

	<p>at the rate of 18% per annum, plus applicable taxes (“Late Payment Interest”). However, this does not waive the Broadcaster’s rights and remedies available to the Broadcaster under the Agreement and / or Applicable laws.</p> <p>The imposition and collection of interest on late payments does not constitute a waiver of the Operator’s obligation to pay the Subscription Fee by the Due Date, and the Broadcaster shall retain all of its other rights and remedies under the Agreement, Law and equity.</p> <p>All Subscription Fee payments hereunder are exclusive of all applicable taxes including all and any indirect taxes, such as GST, entertainment tax and any other taxes to be levied under Law. All such applicable taxes shall be at Operator’s cost and will be charged at the prevailing rates by the Broadcaster to the Operator.</p> <p>If payment of the Subscription Fee is subject to deduction of any withholding tax / TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Operator shall provide tax withholding certificates to the Broadcaster within such period as has been specified in the Income Tax Act / rules / notifications / circulars issued thereunder.</p> <p>The Operator shall have no right to withhold or adjust the Subscription Fee for any reason whatsoever and the Broadcaster will be entitled to allocate the payment received from the Operator on first-in-first-out basis, which the Operator shall accept without any objection.</p> <p>It is agreed that in case the Broadcaster provides a certificate issued by the Income-tax Department under Section 195 / 197 (1) of Income-Tax Act 1961, the Operator shall withhold taxes at the rate specified in accordance with the same certificate.</p> <p>In the event the Operator merges or acquires a third-party network of the Platform subject to prior written approval of the Broadcaster or upon occurrence of a Change Event, the Operator shall continue to be bound to pay the Subscription Fee in the manner contemplated in this Agreement.</p>
<p>9. PACKAGING</p>	<p>The Operator undertakes to the Broadcaster that the Channel(s) shall not be disadvantaged and / or discriminated and / or adversely targeted and / or otherwise treated less favorably by the Operator in any manner whatsoever and with respect to comparable channels of similar language and genre.</p> <p style="padding-left: 40px;">The Operator shall continue to offer and shall not remove any Channel(s) or discontinue the exhibition of any Channel(s) offered by it as part of a Subscriber Package for a period of six (6) months from the date of availing such Subscriber Package by a Subscriber or such other higher period for which the subscription charges have been paid by the Subscriber in advance. Further, the Operator shall not offer limited period exhibition of any Channel(s) to Subscribers.</p> <p>Once a Channel(s) has been included in a Subscriber Package, the Operator shall not stop exhibition of any Channel(s) without strictly following the procedure prescribed for</p>

	changing the composition of the Subscriber Package under the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017.
10. EPG	<p>Before the signing of this Agreement, the Operator shall make available to the Broadcaster the Electronic Programme Guide (“EPG”) of the Operator’s platform.</p> <p>During the entire duration of the Term, the EPG of the Operator shall at all times contain the information of the programs being shown on all Channel(s) in a manner pre-approved by the Broadcaster without any cost or fee to the Broadcaster. The Operator shall provide the format in which the said information regarding all the Channel(s) shall be furnished by Broadcaster.</p> <p>The Operator shall ensure that while determining the relative positioning of the Channel(s) i.e. EPG and the Logical Channel Numbers (“LCNs”) for the Channel(s), the positioning of the Channel(s) shall be within the same genre as regard the comparable channels of the same language and same genre and the EPG and LCN shall not be changed during the Term of this Agreement.</p> <p>All changes will be made in good faith without targeting the Channel(s) for discriminatory treatment vis-à-vis similar / comparable channels falling within the same genres.</p> <p>If an Operator opts for the LCN Incentive in terms of Annexure D annexed to this Agreement, then the Operator shall grant such LCN positions for the Channel(s) on the EPG of the Operator’s Permitted Digital Distribution Platform as is set forth in Annexure D of this Agreement so as to be eligible for the applicable LCN Incentive.</p>
11. INCENTIVE SCHEME	<p>The Broadcaster at present is offering LCN Incentive and Penetration Incentive as detailed in Annexure D and Annexure D-1 of this Agreement. The Operator may opt for either one or both of the Incentive Schemes set out below.</p> <p><u>PAYMENT OF LCN INCENTIVE:</u> The Operator shall issue a GST compliant tax invoice along with the Incentive Report and Subscriber Report on the Broadcaster for the value of LCN Incentive as provided and in compliance with all terms and conditions set out under Annexure-D within the Subscriber Report Due Date. The provisions of GST regime provided in Annexure-K hereto regarding the GST applicable on the LCN Incentive paid under this Agreement shall be applicable.</p> <p><u>PAYMENT OF PENETRATION INCENTIVE:</u> The Operator shall issue a GST compliant tax invoice on the Broadcaster for the value of Penetration Incentive as provided and in compliance with all terms and conditions set out under Annexure D-1 within the Subscriber Report Due Date. The provisions of GST regime provided in Annexure-K hereto regarding the GST applicable on the Penetration Incentive paid under this Agreement shall be applicable.</p> <p>Payments under the incentive plan shall be made subject to TDS as per the provisions of Income Tax Act, 1961 and the TDS certificate for the same shall be furnished to the Operator. In case, the Operator is eligible for any tax exemption or lower rate of tax, the Operator shall provide a valid applicable tax exemption or lower tax certificate to the Broadcaster before invoicing / billing by the Operator. In the absence of any such tax</p>

	<p>exemption or lower tax certificate, the Broadcaster shall deduct TDS as per the applicable rate under the provisions of Income Tax Act, 1961.</p> <p>The Operator specifically understands and agrees that in the event the Operator at any time during the Term of the Agreement is not in compliance with the terms and conditions of the LCN Incentive and / or Penetration Incentive (as the case may be), the Broadcaster may at its discretion adjust the monthly billing for the subsequent month(s) by such amount as shall be equivalent to the amount of LCN Incentive or Penetration Incentive (as the case may be) billed by the Operator under the respective Incentive Schemes for the relevant month(s) of breach / non-compliance.</p>
<p>12. INTEGRATED RECEIVER DECODERS (“IRD”) AND VIEWING CARDS (“VC”)</p>	<p>Upon execution of the Agreement, the Broadcaster shall provide IRDs to the Operator or has already provided the IRD’s to be used by the Operator for decoding the subscribed channel(s), the details of which are mentioned in the hardware form, attached herewith as Annexure B which shall at all times remain the property of the Broadcaster and not of the Operator.</p> <p>The Viewing Cards required for the IRD, shall always be provided by the Broadcaster to the Operator and shall at all times remain the property of the Broadcaster and not of the Operator.</p> <p>The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions, repairs, replacement or maintenance of equipment.</p> <p>In the event the Operator requests so, the Broadcaster may, in terms of its policy, supply or cause to supply the equipment. At its discretion, the Broadcaster may require the Operator to make the following payments against delivery of the equipment:</p> <ul style="list-style-type: none"> i) Processing Fee: Broadcaster may require the Operator to pay one-time non-refundable processing fee towards the equipment for each Channel(s) as per Broadcaster policy. ii) Replacement Fee: In case the Operator requires replacement of a defective IRD / VC, the Operator shall pay a non-refundable service charge along with applicable taxes per IRD / VC for one-time replacement. The service charge amount shall be intimated by the Broadcaster based on the nature of defect in the IRD / VC. iii) Courier / Taxes: The Operator shall pay the courier charges, taxes and other applicable levies and transportation charges for the equipment(s). <p>IRD(s) / VC(s) provided by the Broadcaster to the Operator, shall at all times remain the property of the Broadcaster. Broadcaster may require Operator to pay a refundable interest free Security Deposit before Broadcaster delivers an IRD(s) / VC(s) to the Operator.</p> <p>The Broadcaster makes no representation or warranty as to the capabilities of the IRD(s) / VC(s) provided by it to the Operator. The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such IRD(s) / VC(s). However, in the event any such IRD / VC requires repair or replacement, the Operator may send a written request to the Broadcaster and</p>

the Broadcaster shall endeavor to have such IRD / VC repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All IRD(s) / VC(s) provided by the Broadcaster to the Operator shall be returned to the Broadcaster immediately upon expiry or prior termination of the Agreement, or earlier if requested by the Broadcaster.

In the event the Operator fails to pay the Subscription Fees and / or, upon expiry of, or termination of the Agreement, the Broadcaster shall be entitled to take back the possession of the equipment(s) from the Operator and deactivate the Viewing Card(s). In the event, the Operator fails to return the equipment to the Broadcaster, the Operator shall be liable to pay a penal sum of Rs. 1,000/- per day per IRD to the Broadcaster for the period during which the default continues. In case the Operator returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the Operator shall be liable to pay to Broadcaster such penalty as maybe determined by the Broadcaster. The Broadcaster shall be authorized to deduct the cost of penalty and damages from the IRD deposit.

In order to recover possession of the IRD(s) / VC(s) from the Operator, the Operator shall ensure that the authorized personnel of the Broadcaster are allowed free and unobstructed access to the premises of the Operator where the IRD(s) / VC(s) are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of the Broadcaster visit the premises during normal office hours.

It is expressly agreed between the Parties that the Operator's right to receive and re-transmit the Channel(s) shall be conditional upon the performance by the Operator of all the obligations arising under this Agreement and mere possession of the IRDs and Viewing Cards and making all payments relating to it, does not guarantee access to the Channel(s).

Operator covenants and undertakes to ensure the following with respect to each IRD and VC provided by Broadcaster to the Operator:

- (a) The IRD(s) / VC(s) shall be installed at a location approved by the Broadcaster in writing and the same shall not be moved from the installation address, as specified in hardware form, which shall be a secure location. The Operator grants the Broadcaster the right at any time to enter the installation address to verify the presence of and to inspect and test, each IRD and VC at the installation address. In the event an IRD / VC is missing, the Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover the IRD / VC. Further, in the event an IRD / VC is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator 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 / VC, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the IRD / VC shall be borne solely by the Operator. In case the IRD / VC is not recovered, the Security Deposit with the Broadcaster shall

	<p>stand forfeited towards penalty and damages and the Operator agrees that the Broadcaster shall be free to recover the balance costs of the IRD / VC from the Operator.</p> <p>(b) The IRD is not opened, tampered with or reproduced in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of the Operator, the Broadcaster may suspend the channel(s) without liability and such channel(s) will be restored only at the Broadcaster's discretion and subject to the Operator paying a non-refundable re-activation fee of Rs. 5,000/- (Rs. Five Thousand only) or higher plus applicable taxes as per the existing policies of the Broadcaster on each such suspension. Operator acknowledges that the re-activation fee is not a penalty. Upon such IRD seal being broken, the Broadcaster may take back possession of the IRD and Operator's Security Deposit, as made by the Operator, shall stand forfeited. Further, the Broadcaster shall be free to recover the balance cost of such IRD from the Operator. The Operator agrees to use the IRD / VC only in accordance with the technical specifications established by the manufacturer of the IRD / VC for the installation and use of the IRDs.</p> <p>(c) IRD / VC is not sold, assigned, pledged or otherwise transferred to any party and is not used for any purpose other than receiving the channel(s).</p> <p>(d) In the event the Operator merges or amalgamates with another entity or ceases to operate its Platform, the equipment supplied by the Broadcaster to the Operator shall be returned forthwith to the Broadcaster. In case the equipments are damaged due to negligence of the Operator, the Broadcaster shall be authorized to recover a penalty equal to the actual repair cost from the Operator and in the event the equipment(s) are beyond repair, the Operator shall be liable to pay to the Broadcaster, penalty equivalent to the cost of such equipment(s) as on the date it was supplied to the Operator.</p>
<p>13. CHANGE EVENT</p>	<p>The Operator shall not, without the prior written consent of the Broadcaster, directly or indirectly, including through a subsidiary or Affiliate, enter into or propose to enter into a Change Event, in which event, the Broadcaster reserves its right to deactivate / disconnect the signals of its Channel(s) transmitted to the Operator as per Applicable Laws.</p> <p>The Operator agrees and acknowledges that the Operator shall be entitled to connect or make available the signals of the Broadcaster Channels through the Distribution System to any independent operator operating within the Territory the Permitted Digital Distribution Platform ("Competing Entity"), only upon execution of a written agreement and clearance of all the outstanding amounts payable by the Competing Entity to the Broadcaster until such time the Competing Entity was availing the signals of Channels under their agreement with the Broadcaster. Any breach by or on the part of the Operator with regard to this Clause 13 shall be construed as material breach of this Agreement causing substantial loss to Broadcaster. It is therefore mutually agreed between the Parties that in addition to and without any limitation on the remedies as may be otherwise available under Applicable Law, the Operator shall be liable to pay the Broadcaster, the entire outstanding amounts payable by the Competing Entity to the Broadcaster, within three (3) days from the effective date of the Change Event involving the Operator and the Competing Entity.</p>

<p>14. SUBSCRIBER MANAGEMENT SYSTEM AND SUBSCRIBER REPORTS</p>	<p>The Operator shall maintain at its own expense a subscriber management system (“SMS”) which is completely in sync with and is fully integrated with the Conditional Access System (“CAS”) in line with the requirements of the Applicable Laws and is capable of at a minimum:</p> <ul style="list-style-type: none"> (i) maintaining a computerised customer database appropriately capturing the 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, returned and recorded in the SMS database for ongoing administration; (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, activating and deactivating channel requests, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints; (iv) obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion, and; (v) enabling new Subscribers via the SMS over-the-air addressing system and disabling defaulting Subscribers from time to time in its discretion. <p>The Operator shall provide to Broadcaster complete and accurate opening and closing subscriber monthly reports for the Channel (s) and the tier and / or Package containing the Channel (s) within seven (7) days from the end of each month in the format provided by Broadcaster (as set out in Annexure F of this Agreement) (“Subscriber Report”).</p> <p>Subscriber Reports shall specify all information required including but not limited to the number of Subscribers for each Channel, each Package in which a Channel is included, monthly per subscriber distributor retail price of each of the Channel, composition of each Package offered by the Operator and shall be signed and attested by an officer of the Operator of a rank not less than Head of Department / Chief Financial Officer who shall certify that the information in the Subscriber Report is true and correct. If any Broadcaster’s Subscriber has opted for more than one connection / STB, then all such additional connections should also be reflected in the Subscriber Report.</p> <p>The Subscriber Reports must be generated only through the integrated CAS and SMS systems in a pre-defined read-only format, such as a PDF file, not capable of further editing post generation from the system and sent via email to the Broadcaster as required under the Notices clause of this Agreement.</p> <p>The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or for such period as required by Law) sufficient records to enable the Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports supplied by the Operator pursuant to this clause, (ii) the payments due to the Broadcaster hereunder, and (iii) the Operator’s compliance with its anti-piracy obligations as set out in this Agreement.</p> <p>The obligation of the Operator to provide to the Broadcaster the Subscriber Reports shall survive termination of this Agreement until the Broadcaster receives the Subscriber Reports for each relevant month for which any Subscription Fee is payable.</p>
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15. AUDIT

The Broadcaster's representatives (including through an independent auditor) shall have the right, once in a calendar year, to review and / or audit the SMS, CAS, other related systems and records of the Operator relating to the Channel(s) for the purpose of verifying the amounts payable to the Broadcaster under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of this Agreement. The broad scope of the said audit is detailed in **Annexure G** of this Agreement.

Provided that, if the Addressable System of the Operator does not meet requirements or that the Broadcaster apprehends that it does not meet the requirements specified under the Schedule III of the Interconnection Regulations, the Broadcaster shall have the right, once in a calendar year, to audit the SMS, CAS and other related system of the Operator by an auditor empaneled by TRAI.

Provided that the Operator shall be under a legal obligation to revert within seven (7) days after a request is received to audit from the Broadcaster so that the audit exercise can be undertaken a date before the end of the fifteen (15) day period. In the event the Operator fails to respond or provide a convenient date for audit falling within a month of the request date, then in such an event, the Broadcaster shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month's Subscription Fee paid by the Operator for the previous month. For the avoidance of doubts, it is clarified that the additional charge of 10% as referred to above shall continue to be levied on a monthly basis until the audit is commenced and completed with full cooperation of the Operator and to the satisfaction of the Broadcaster.

In the event an audit reveals that the Operator has under-reported the number of Subscribers or the Subscription Fee or has misrepresented any item or has failed to keep accurate and complete records or has manipulated / tampered with the Subscriber Report:

- i. The Operator shall make immediate payment of all amounts due as determined pursuant to the audit, plus Late Payment Interest thereon along with applicable taxes. In the event the audit reveals that the Subscription Fees due for any period exceeds the Subscription Fee reported by the Operator by 2% or more, the Operator shall in addition also pay the Broadcaster, the costs incurred in relation to the audit and take necessary steps to avoid such errors in future; and
- ii. The Broadcaster shall have the option in its sole discretion (in addition to the Broadcaster's other rights and remedies under law or equity) to suspend delivery of the Channel(s) and / or to terminate this Agreement as per Applicable Law, in the event the Operator fails to make payment of all amounts due along with Late Payment Interest and applicable taxes thereon and / or fails to take steps to avoid recurrence of errors in reporting.

The Operator hereby agrees and acknowledges to offer necessary assistance to auditors and Broadcaster's representatives so that audit can be completed in a time bound manner.

In the event during the audit exercise it is found that the Operator has not informed the Broadcaster in writing about any change / replacement of its existing SMS / CAS system

	<p>declared at the time of execution of the Agreement or in case where the Operator has introduced or is making use of one or more SMS / CAS systems for which it has not declared true and correct Subscriber count with the choice of channels subscribed by the Subscribers, then in such an event, the Broadcaster shall at its discretion, charge for such additional subscribers attributable to such supplementary / additional SMS / CAS systems with a penalty @ 100% of the MRP plus applicable taxes for such channels from the Commencement Date of the Agreement.</p> <p>The Operator is obligated to maintain accurate, complete and up-to-date records of every Subscriber's details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub-licenses, correct conditional access log, SMS data, duly executed agreements with subscribers forms filled by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all subscribers ("Subscriber Records"). The Operator shall ensure that its SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and or de-activation, going back to at least two (2) consecutive preceding years at any point of time.</p> <p>The Operator shall at the request of the Broadcaster, send a report in respect of systems, measures and compliances with the Audit clause of this Agreement. Such report shall be authenticated by the agencies or vendors providing CAS software and SMS / billing software. It is agreed between the Parties that neither the Broadcaster's acceptance of such information or payment, nor the Broadcaster's inspection or audit of the Operator's records or accounts shall prevent the Broadcaster from later disputing the accuracy or completeness of the same. The Operator shall provide full cooperation to the auditors in order to carry out the audit including but not limited to granting necessary permissions required to access Operator'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. Operator shall have no objection to auditors carrying / using their own equipment(s), IT and other systems including but not limited to laptop, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted.</p> <p>The SMS, CAS, billing, IT systems and all other Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and audit by the auditor(s) (i) at any time during normal business hours during the Term of the Agreement and for three months after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the Operator; and (ii) Immediately with prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement.</p>
<p>16. ADVERTISING AND PROMOTION</p>	<p>The Broadcaster grants to the Operator the non-exclusive, revocable and non-assignable right during the Term to use the Channel Marks solely in connection with Operator's advertising and promotion of the Channel(s) as available on its Platform and in a manner</p>

	<p>that has been pre-approved by the Broadcaster. The Operator shall use its best efforts to promote an awareness of the channels among its Subscribers and potential subscribers.</p> <p>The Operator agrees to give:</p> <ol style="list-style-type: none"> 1. an equivalent amount of marketing support for the Channel(s) as it provides to other channels of the same genre; 2. similar treatment to Channel(s) in all advertising material whereby Channel logos and / or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and equal opportunity to the Channel(s) for participation in events and promotions that Operator undertakes subject to commercial agreement for each event. 3. The Operator shall explicitly and in a non-discriminatory manner communicate to the Subscribers of the Platform in all its publicity and promotional material, the manner in which the Channel(s) are being offered to them. <p>The Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. Operator shall cooperate with the Broadcaster in such research by making available information reasonably requested by the Broadcaster.</p>
<p>17. INTELLECTUAL PROPERTY RIGHTS</p>	<p>The Broadcaster shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in Broadcaster's Channels.</p> <p>The Operator acknowledges that all Intellectual Property including Channel Marks and associated marks and names (and the names of programs which appear in the Channels and the content thereof) are and shall remain the exclusive property of the Broadcaster.</p> <p>The Operator agrees and undertakes to distribute the Channel(s) in their entirety in the same manner as the Channel(s) are delivered by the Broadcaster without any cutting, editing, dubbing scrolling or ticker tape, interruptions, picture squeezing or resizing, insertion of graphic or animated overlays, pull thoughts or crawls, deletion or variation, substituting or any other modification, alternation, addition, deletion, variation or other interference or interruption in any manner.</p> <p>The Operator shall keep fully confidential and shall not publish or disseminate any material or information, which violates any conditions imposed by the Broadcaster and disclosed to the Operator for the purpose of this Agreement. The Operator acknowledges and agrees that the Operator shall have right to use the Channel Marks to promote the Channel(s) through programme guide, programme listing, internet website and for the purpose of displaying the EPG, if any.</p> <p>The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the Operator with respect to the programmes included in the Channels. The Operator shall keep fully confidential and shall not publish or disseminate any material or information, which violates any conditions imposed by the Broadcaster and disclosed to Operator by Broadcaster for the purpose of this Agreement.</p>

	<p>All rights to the Channel(s) and its contents are specifically reserved to the Broadcaster, and Operator shall not have any claim over the same.</p> <p>Notwithstanding anything contained in this Agreement, the Operator agrees that the Broadcaster, its parent, successors, assigns or any entity that owns or controls the Broadcaster directly or indirectly during the Term hereof or for any extension, may re-name or re-brand the Channels in its sole discretion.</p>
<p>18. DELIVERY & SECURITY</p>	<p>The Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channel(s), at its own cost and expense.</p> <p>All Channel(s) must be delivered by the Operator to the Authorized Subscribers in a securely encrypted manner and without any alteration, editing, delays, interruptions, picture squeezing, pull through or crawls, except as authorized by the Broadcaster in advance in writing.</p> <p>It is expressly clarified that that the Operator shall offer all / any Channel(s) at all times as a linear television service only on 24 hours per day, 7 days per week, 365 (6) days a year basis. Further the Channel(s) shall be offered on as-is basis and shall not be offered on basis of any specific event, sporting event, programming, or specific screening or for specific hours.</p> <p>The transmission specifications and infrastructure allocated by the Operator in respect of the broadcast signal of the Broadcaster’s Channels by Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its Platform.</p> <p>The Broadcaster shall provide the requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated processing fees, interest free security deposit per IRD and AMC Charges along with applicable taxes as per the conditions laid down in the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Services and Consumer Protection (Addressable Systems) Regulations, 2017 dated 03rd March 2017. Further, the Operator shall confirm the details of IRDs in respect of all such Channel(s) availed from the Broadcaster in the format provided in PART C of Annexure B.</p>
<p>19. OBLIGATIONS OF THE OPERATOR</p>	<p>The Operator shall, at its own cost and expense, receive the Channel (s) from designated satellites and re-transmit the Channel(s) through its Permitted Digital Distribution Platform to the Broadcaster’s Subscribers in the Territory.</p> <p>Irrespective of the Operator’s collection of its invoiced monthly amounts from the Broadcaster’s Subscribers in a timely manner, the Operator shall pay the Subscription Fee within the Payment Due Date prescribed in this Agreement.</p> <p>Subject to technical and operational feasibility, the Operator, as the case may be, shall provide the Channel(s), on non-discriminatory basis, to every active Subscriber making a request for the Channel(s), on receipt of such request by the Operator.</p> <p>The Operator shall, in a non-discriminatory manner, ensure re-transmission of such high-quality encrypted signals of the Channel(s) through Operator’s Permitted Digital Distribution Platform to the Broadcaster’s Subscribers as are equal to the signal quality of other channels re-transmitted through the Operator’s Platform to all active Subscribers.</p>

	<p>In any event, the signal re-transmission quality of the Operator’s Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.</p> <p>The Operator shall take all necessary action to prevent unauthorized access of the Channel(s) through its Platform and shall regularly provide to the Broadcaster with updated piracy reports.</p> <p>The Operator shall ensure that none of the Channel(s) shall be disadvantaged or otherwise treated less favorably in any manner by the Operator with respect to Channels of other broadcasters.</p> <p>The Operator shall obtain from the Broadcaster the EPG/FPCs for the Channel(s) and the Operator shall ensure that such EPG/FPCs are displayed on the EPG of the Operator’s Platform at all times during the Term. The Operator agrees to provide to Broadcaster all required details in terms of, as is set forth in Annexure B of this Agreement.</p> <p>The Operator agrees to abide by the applicable GST laws, rules and procedures and indemnifies the Broadcaster from any claims and / or liabilities that may arise on account of Operator’s violation of the applicable GST laws. The Operator shall be responsible to reverse input tax credit claimed / availed on such invoices for which a credit note is issued by the Broadcaster due to any change in the Subscription Fee.</p> <p>Prior to the Operator discontinuing re-transmission of any Channel(s) because of monthly subscription percentage for such Channel being less than the discontinuation threshold calculated as per Schedule VIII of the Interconnection Regulations, in each of the immediately preceding six consecutive months, the Operator shall provide fifteen (15) days’ prior written intimation to the Broadcaster along with all supporting data and information including the Subscribers Report.</p> <p>The Operator undertakes that it shall be solely responsible for its 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 the Operator or any of its representatives, agents, employees, or consultants.</p>
<p>20. ANTI-PIRACY</p>	<p>In order to prevent theft, piracy, unauthorized re-transmissions, re-distribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as “Piracy”), the Operator shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the “Security Systems”) as may be specified (security specifications), in writing, from time to time, by the Broadcaster.</p> <p>To ensure the Operator’s ongoing compliance with the security requirements set out in this Agreement, the Broadcaster may require technical audits (“Technical Audits”) conducted by an independent security technology auditor approved by the Broadcaster in writing not less than once per year during the Term. If the results of any Technical Audit are not found to be satisfactory, the Broadcaster may, in its sole discretion, suspend the Operator’s right to distribute the Channel(s) or take other actions as provided under this Agreement, until such systems, procedures and security measures have been corrected to the Broadcaster’s satisfaction. The Operator shall bear the cost and expense of any</p>

	<p>subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to the Broadcaster's satisfaction.</p> <p>The Operator shall deploy Fingerprinting mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.</p> <p>The Operator shall not authorize, cause or suffer any portion of any of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Operator at the time the Channel(s) are made available. If Operator becomes aware that any unauthorized third party is recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, the Operator shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, notify the Broadcaster and the Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use.</p> <p>If so instructed in writing by the Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber / subscriber indulging in piracy, within ten minutes from the time it receives such instruction from the Broadcaster. Any communication under this clause shall be considered as valid Information only if (i) the Information is sent through e-mail in a format as mutually agreed by the parties and (ii) the Information is sent by a person(s) who is designated to send such Information. However, the "Information" may even be provided by the Broadcaster representatives through other means of communications such as telephonic message, fax etc. and the said "Information" shall later be confirmed by the Broadcaster through e-mail and the Operator shall be under obligation to act upon such Information.</p> <p>Operator shall comply with the anti-piracy requirements ("Anti-Piracy Requirements") detailed in Annexure H of this Agreement and such other anti-piracy requirements as are notified by the Broadcaster to the Operator in writing from time to time.</p>
<p>21. BROADCASTER'S SUSPENSION RIGHTS</p>	<p>Subject to any Applicable Laws, the Broadcaster shall have the right to suspend delivery of the Channel(s) to the Operator after giving notice in terms of the applicable Law, in the event of:</p> <ul style="list-style-type: none"> i. a material breach related to Subscription Fee if the same is not paid by the Operator by the due date; ii. a material breach related to anti-piracy; or iii. any other material breach of this Agreement not related to anti-piracy / non-payment of Subscription Fee.
<p>22. ALTERATION OF CHANNELS</p>	<p>The Operator agrees to carry each of the Channel(s) in their entirety, in the order and at the time transmitted by the Broadcaster, without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, dubbing, scrolling or ticker tape, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions blacking out, substituting or any other modification, except as authorized by Broadcaster hereunder and for any EPG / programme related information, interactive service or platform related functionality.</p> <p>The Operator also agrees and undertakes that it shall not superimpose or otherwise insert</p>

	<p>any advertisements, promotions, programmes, data and content whatsoever either of its own or that of any other channel before / during / after or along with the content of the Channel(s) except as authorized by the Broadcaster.</p> <p>The Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channel(s) for any purpose whatsoever. The Operator undertakes not to copy and / or store any content available on any of the Channel(s) on any storage device in any medium.</p> <p>The Operator may, subject to the Applicable Law, insert scrolls or text line messages that shall appear on the bottom of the screen in order to communicate with its Subscribers only in case: -</p> <ul style="list-style-type: none"> (a) where it is so required by any regulatory or Governmental authority; or (b) any change in its channel offerings or impending disconnection or any disruption in the supply of the Channel(s). <p>Provided that the aforesaid scrolls or text line messages shall also appear on the closest competition channels in the respective genres on a non-discriminatory basis. It is further agreed that the Operator shall not insert any independent advertising on the Channel(s) and shall not superimpose or otherwise modify or alter in any manner any trademarks, channel marks, names, logos, or copyright appearing on the Channel(s). However, subject to the foregoing, the Operator is allowed to add / insert its own trademark, logo, name or other insertion of similar nature in the form of translucent watermark, while transmitting / re-transmitting the signals, provided that any of such insertions do not appear at more than one place in any frame and provided further that such insertions are also made on the closest competitive channels in the respective genres on a non-discriminatory basis as regards their placement, size etc. The Operator shall further ensure that the trademark, logo, name, watermark so inserted by it shall not be more prominent than the respective Channel(s)'s name, logo, marks, etc. and shall not obscure or overlay the Channel(s)' logo, name, marks or any programme appearing on the Channel(s).</p> <p>The Broadcaster reserves the right to alter the Channel(s), including the name and logo of the Channel(s) and the programming exhibited on the Channel(s).</p>
<p>23. TERMINATION</p>	<p>Either Party may terminate this Agreement by giving a prior written notice, subject to Applicable Law, to the other in the event of:</p> <ul style="list-style-type: none"> a) Material breach of this Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so; or b) in the event of insolvency of the other Party, or if the other Party enters into an arrangement or composition with its creditor(s), or if a receiver of the other Party's assets is appointed; or if a resolution is passed by the board and shareholders of the other Party to wind-up its business and file for voluntary winding up before the court / tribunal; or c) The license or any other material license necessary for the Operator to operate its Platform service being revoked or surrendered or cancelled for any reason whatsoever at any time. <p>The Broadcaster shall have the right to terminate this Agreement on written notice of 21</p>

days to the Operator if: (i) the Operator breaches any of the terms of this Agreement; or (ii) the Broadcaster discontinues the Channel(s) with respect to all distributors in the Territory. The Operator shall have the right to terminate this Agreement on written notice to the Broadcaster if the Operator discontinues its business and provides at least ninety (90) days' prior written notice.

Broadcaster to have a right to terminate the Agreement with immediate effect without any notice, in the event the Operator or any of its Related Companies falls in the list of sanctioned countries, organizations or individuals by OFAC (Office of Foreign Asset Control) or any other department of US Government and / or EU Commission.

The procedure for disconnection of signals of the Channels shall be subject to provisions contained in the Interconnection Regulations dated 03rd March 2017 notified by TRAI, as amended from time to time.

In the event the IRD Box / CAM or viewing card is / are transferred to any other location in breach of this Agreement, the Agreement shall automatically terminate without prejudice to any other rights, entitlements and remedies of the Broadcaster under this Agreement or Law.

The Broadcaster shall have the right to disconnect the Channel(s) provided to the Operator at any time by giving a prior notice of twenty-one (21) calendar days, specifying the reasons for such disconnection.

The right of the Broadcaster to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to the Broadcaster under this Agreement or Law.

Effect of Termination

Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except-

- i. Operator's obligations to pay the Subscription Fees accrued under the Agreement upon or prior to expiration or termination of the Agreement;
- ii. The indemnity obligations of the Parties;
- iii. The confidentiality obligations of the Parties; and
- iv. Such other rights as may accrue to the Parties under Applicable Laws.

In addition, the Operator shall forthwith-

- i. Cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as the Broadcaster may require;
- ii. Cease to provide or distribute / transmit the Broadcaster's Channels to the Subscribers;
- iii. Return to the Broadcaster the IRDs and VCs;
- iv. The Operator shall prepare and deliver to the Broadcaster a final Subscriber Report relating to amounts due to the Broadcaster forthwith;
- v. All promotional materials of the Broadcaster and / or confidential Information which are in the possession of the Operator or under its control shall be returned to the Broadcaster or be otherwise disposed off in accordance with the

	<p>Broadcaster’s directions.</p> <p>The expiry or termination of the Agreement shall be without prejudice to any rights, which have already accrued to either Party under the Agreement prior to the date of expiry or termination.</p> <p>The Parties shall immediately cease to make any representations that they are associated with each other in the Territory.</p> <p>The termination of the Agreement shall not absolve the Operator of its obligations and stipulations under the Agreement.</p> <p>Termination of this Agreement shall not affect any continuing obligations of each of the Parties, including any rights and obligations relating to indemnification and audit.</p>
<p>24. REPRESENTATIONS & WARRANTIES</p>	<p><u>Each Party represents and warrants to the other Party that:</u></p> <ul style="list-style-type: none"> (a) each of them is a duly incorporated and is a validly existing company under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement. (b) upon execution, the Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law; (c) it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement. <p><u>The Operator undertakes, represents and warrants to the Broadcaster that:</u></p> <ul style="list-style-type: none"> (a) the Operator has conducted its business at all times in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the Operator to operate the Platform within the Territory. The registration or license to operate the Distribution System within the Territory and all other necessary supporting documents, including licenses or registrations of all sub-operators are valid and shall continue to remain valid during the Term of this Agreement. The Operator confirms that it shall abide by the Cable TV Act, and Interconnection Regulations and shall duly inform the Broadcaster in the event of any changes or termination in its registrations. Any failure on the part of the Operator to inform Broadcaster in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement; (b) the Operator has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the Operator being revoked,

	<p>varied, cancelled, suspended or not renewed;</p> <p>(c) the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The Operator shall not generate or retransmit any unencrypted signals or feeds from its Head End;</p> <p>(d) it shall not pledge, charge or encumber or in any way part with the possession of the equipment without the prior written permission of Broadcaster and shall not remove / shift any equipment used to avail the Channel(s) from the address referred to in the Agreement, without the prior written consent of the Broadcaster;</p> <p>(e) it shall not shift, remove, modify, misuse or tamper with the equipment used to avail the Channel(s) including the 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;</p> <p>(f) it shall not distribute the Channel(s) other than by itself or through any LCO detailed in Annexure B of this Agreement hereto or otherwise deal with the Channel(s) except as expressly authorized under this Agreement. It is hereby clarified that the Operator shall offer the Channel(s) to its Subscribers on a-la-carte basis, and may also offer such Channel(s) within and as part of Subscriber Package;</p> <p>(g) it shall not distribute the Channel(s): (i) outside the Territory; and (ii) to any other Person other than to the Subscriber as specifically defined under this Agreement;</p> <p>(h) it has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently so as to enable the Operator to discharge all its obligations under this Agreement. The Operator further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;</p> <p>(i) all information provided by the Operator to the Broadcaster in connection with this Agreement has been provided in good faith. All information which has been provided by the Operator to the Broadcaster in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading;</p> <p>(j) the Operator has not received any petition for, and no order has been made or a resolution been passed for the winding up of the Operator or for the appointment of any provisional liquidator or administrator over any or all the assets of the Operator or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Operator and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the Operator;</p>
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	<p>(k) there are no legal proceedings pending against the Operator, which would materially affect the ability of the Operator to perform its obligations under this Agreement;</p> <p>(l) Operator or any of its Affiliate or shareholder or related companies do not fall under the list of sanctioned countries, organizations or individuals by OFAC (Office of Foreign Asset Control) or any other department of US Government and / or EU Commission;</p> <p>(m) Operator will be solely liable for compliance of all applicable Laws, rules, regulations, etc. including but not limited to Interconnection Regulations, Tariff Order, Anti-Piracy obligations, Cable Television Networks (Regulation) Act, 1995, data privacy laws and use of sensitive personal information that may be collected by the Operator;</p> <p>(n) the provisions of this Clause shall also apply to all LCOs / sub-operators of the Operator who are distributing the Channel(s) through the Distribution System in the Territory. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle the Broadcaster to terminate this Agreement. The rights of the Broadcaster under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.</p>
<p>25. ACKNOWLEDGEMENT BY THE OPERATOR</p>	<p><u>Operator understands and acknowledges that</u></p> <p>a. Broadcaster is offering the Channels on ‘as-is where-is’ basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services / signals will be error free or uninterrupted for the purpose envisaged in this Agreement;</p> <p>b. Broadcaster reserves the right to remove any Channel from the list of available Channels at any time if it ceases to distribute such Channel. In the event Broadcaster discontinues distribution of any Channel chosen by the Operator during the Term, such Channel shall stand withdrawn from Broadcaster’s offering without any further obligation or liability on part of Broadcaster;</p> <p>c. Broadcaster reserves the right to alter the Channels, including the name and logo of the Channels and the programming exhibited on the Channels;</p> <p>d. the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels’ signals, (ii) the delivery system, and / or (iii) the encryption technology used for the Channels. In the event the Operator is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the Operator shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the Operator or its Subscribers for any failure on their part to access the Channels as a result of any such change; and</p> <p>e. The Operator shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its</p>

		sole discretion to either immediately suspend the transmission of any or all of the Channels to the Operator and / or terminate the Agreement.
26. INDEMNITY & LIMITATION OF LIABILITY	& OF	<p>Operator shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the Operator of any provision herein. The Broadcaster shall not be liable to the Operator, any Subscriber or to any third party, 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 due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. Notwithstanding anything contained herein to the contrary, the aggregate liability of the Broadcaster to the Operator in connection with or arising out of this Agreement shall be limited to the Subscription Fees for the last month actually paid by the Operator to the Broadcaster.</p> <p>The Operator undertakes that it shall be solely responsible for dealings with the Subscribers or Commercial Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of Operator.</p>
27. ASSIGNMENT		Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not in any manner have the right without the prior written consent of the Broadcaster except by operation of law (subject to all of the Broadcaster's rights surviving), to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. The Broadcaster may assign or transfer its rights or obligations under the Agreement to any party acquiring all or a substantial portion of its business or to any corporation or entity controlling, controlled by, or under common control with the Broadcaster at its sole discretion without an obligation to inform the Operator.
28. NO AGENCY		Nothing contained in this Agreement shall create any partnership or joint venture or the relationship of employer and employee or an agent and principal between the parties. Neither party shall have any right or power to obligate, bind, or commit the other to any expense, liability, or matter other than as specifically and expressly agreed in the Agreement.
29. GOVERNING LAW & JURISDICTION		<p>The Parties agree that this Agreement is governed and construed under the substantive Laws of India.</p> <p>The Parties agree that the TDSAT and Courts of Delhi shall have the exclusive jurisdiction to entertain any dispute arising out of or in connection with this Agreement.</p>
30. ENTIRE AGREEMENT		This Agreement, together with the annexures, tables and schedules thereto, contain the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the Parties acknowledge have been merged into such documents, annexures, exhibits and schedules.
31. SURVIVAL		The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement, the survival of which is

	necessary for the interpretation or enforcement of such provisions and the Agreement, shall continue to have effect after the end of the Term.
32. CUMULATIVE REMEDIES	All rights and remedies of either Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.
33. SPECIFIC PERFORMANCE	The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster. The Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court may deem necessary or appropriate to restrain the Operator from committing any violation of this Agreement or to 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 Broadcaster may have at law or in equity, including without limitation, a claim for damages.
34. GUARANTEE	The Operator shall procure that its permitted and authorized sub-operators who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Operator guarantees the performance of the obligations of its permitted and authorized sub-operators under the terms of this Agreement. Any breach or default of this Clause 34 by the permitted and authorized Affiliate, sub-operator shall constitute a material breach by the Operator of the terms of this Agreement.
35. SEVERABILITY	If any provision of this Agreement is held by any court of competent jurisdiction or government authority to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.
36. REGULATORY INTERVENTION	In the event that there is any change in any applicable Law, statutes, enactments, acts of legislation or parliament, ordinances, rules, bye-laws or regulations of any government or statutory authority in India including but not limited to the MIB, TRAI, BIS, etc. or any final un-appealable order of any competent court or tribunal which would have a material effect on the rights and obligations of either of the Parties, as set forth in this Agreement, then the Parties shall discuss and mutually agree to amend the relevant provision of the Agreement so as to give effect to the then prevailing legal and regulatory position, by an amendment to this Agreement duly reduced in writing.
37. COMPLIANCE WITH ANTI-CORRUPTION LAWS	The Operator shall comply with all applicable laws, rules or regulations (whether international, federal, state or local), including without limitation the requirements of the U.S. Office of Foreign Assets Control, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Prevention of Corruption (Amendment) Act, 2018 and any analogous sanctions and / or anti-corruption laws, rules or regulations. Further, Operator agrees to comply with Client's Code of Ethics and is aware and agrees to make its employees and any other individuals who perform services under this Agreement aware, of the existence and availability of Client's ethics hotline to report any ethics concerns that they may observe in their dealings with the Client. Client's Code of Ethics is available on the Client's corporate website and the Client's ethics hotline, which is available at discovery.ethicspoint.com .
38. CONFIDENTIALITY	Save for the existence and terms of this Agreement, the Parties shall not in any manner disclose to any third party any matters relating to the course of dealings between the

	Parties including all subscriber related information or any information pertaining to the business of the Operator / Broadcaster, except on a need-to-know basis to auditors (as a part of normal reporting procedure), attorneys, Affiliated companies, parent and holding company employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, and as may be required by any applicable government agency, regulatory body or court.
39. FORCE MAJEURE	<ul style="list-style-type: none"> i. If on account of a Force Majeure Event, either Party cannot perform its obligations for more than forty-five (45) days, then either Party shall be entitled to terminate this Agreement forthwith or by providing a notice of as many days as may be prescribed under the Agreement. ii. The Party suffering the Force Majeure Event must promptly notify to the other Party in writing (i.e. within 48 hours) the nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event. iii. Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 39, neither Party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Subscription Fee shall accrue and be payable by the Operator for the period during which the Force Majeure Event continues and / or until the Agreement is terminated by Broadcaster hereunder.
40. AMENDMENTS	No amendment / variations / modifications to this Agreement shall be valid unless agreed to in writing and signed by the authorized signatories of each Party.
41. WAIVER	No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

42. DESIGNATED PERSON FOR COMPLAINT	The Broadcaster has designated the persons detailed hereinabove in this Agreement for receiving the request for interconnection and / or expansion of Territory from the Operator and their grievance redressal pertaining to this Agreement.
43. NOTICES	All notices must be in writing sent, during working hours, by personal delivery or courier or registered post or email to such address of Broadcaster and Operator as specified in the first and second page of this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2 nd business day when sent by courier; and (c) fifth business day when sent by registered post.

IN WITNESS WHERE OF, this Agreement is entered into as of the date first set forth below.

FOR & ON BEHALF OF DISCOVERY COMMUNICATIONS INDIA	FOR & ON BEHALF OF THE OPERATOR
Name:	Name:
Title:	Title:

ANNEXURE A
TERRITORY
(PART A)

Registered Area:

(PART B)

Authorized Area:

Sr. No	City* /Area wherein the Operator is authorized to operate on the date of signing of this Agreement	State / Union Territory in which the Authorized Area is located

**ANNEXURE B | PART A
(DETAILS OF REGISTRATIONS)**

In case it is not applicable or is exempted, the following information is required

In case single registration is obtained:

Customer name	
<i>(Legal Entity Name)</i>	
Constitution of Business PAN GST Registration Category	
Contact Person Telephone Number Email ID	
Billing Address: City	
GST registration status Registration migration status (GST) Date of registration	
Service Category	
PIN code	
State	
State	
code	
GSTIN/ UIN	
Services Tariff Code (SAC)	
Existing tax registration number (please specify) Contact Person Telephone Number Email 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	
GST registration status Registration migration status (GST) Date of registration	
Service Category	
Existing tax registration number (please specify) Contact Person Telephone Number Email ID	

Declaration by:

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

State

State code

GSTIN/ UIN

Services Tariff Code (SAC)

ANNEXURE C
BROADCASTER'S CHANNELS

LIST OF STANDARD DEFINITION CHANNELS

Channel Name	Nature of Channel	Genre
Discovery Channel	Pay	Infotainment
Animal Planet	Pay	Infotainment
TLC	Pay	Infotainment
Discovery Kids	Pay	Kids
Eurosport	Pay	Sports
Investigation Discovery	Pay	General Entertainment
Discovery Science	Pay	Infotainment
Discovery Turbo	Pay	Infotainment
D Tamil	Pay	General Entertainment

LIST OF HIGH DEFINITION CHANNELS

Channel Name	Nature of Channel	Genre
Discovery HD	Pay	Infotainment
Animal Planet HD	Pay	Infotainment
TLC HD	Pay	Infotainment
Investigation Discovery HD	Pay	General Entertainment
Eurosport HD	Pay	Sports

LIST OF STANDARD DEFINITION CHANNELS ALONG WITH A-LA-CARTE MRP

The Operator is desirous of availing the Channels on a-la-carte basis (indicate - (✓/✗))

1. List of Standard Definitions (SD) Pay Channels offered on a-la-carte Basis with MRP of the Channels.

Channel Name	Nature	Genre	Maximum Retail Price (MRP) per subscriber per month of the channel offered on a-la-carte basis (in Rs., excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (in Rs., excluding all applicable taxes)	Channel Availed (✓/✗)
Discovery Channel	Pay	Infotainment	4.00	3.20	<input type="checkbox"/>
Animal Planet	Pay	Infotainment	2.00	1.60	<input type="checkbox"/>
TLC	Pay	Infotainment	0.50	0.40	<input type="checkbox"/>
Discovery Kids	Pay	Kids	3.00	2.40	<input type="checkbox"/>
Eurosport	Pay	Sports	3.50	2.80	<input type="checkbox"/>
Investigation Discovery	Pay	General Entertainment	0.50	0.40	<input type="checkbox"/>
Discovery Science	Pay	Infotainment	0.50	0.40	<input type="checkbox"/>
Discovery Turbo	Pay	Infotainment	0.40	0.32	<input type="checkbox"/>
D Tamil	Pay	General Entertainment	2.00	1.60	<input type="checkbox"/>

2. List of High Definition (HD) Pay Channels offered on a-la-carte basis with MRP of the Channels:

Channel Name	Nature	Genre	Maximum Retail Price (MRP) per subscriber per month of the channel offered on A-la-Carte Basis (in Rs, excluding all applicable taxes)	Operator Rate* (OPR) payable to the Broadcaster per subscriber per channel per month (in Rs, excluding all applicable taxes)	Channel Availed (✓/✗)
Discovery HD	Pay	Infotainment	6.00	4.80	<input type="checkbox"/>
Animal Planet HD	Pay	Infotainment	4.00	3.20	<input type="checkbox"/>
TLC HD	Pay	Infotainment	1.50	1.20	<input type="checkbox"/>
Investigation Discovery HD	Pay	General Entertainment	2.00	1.60	<input type="checkbox"/>
Eurosport HD	Pay	Sports	4.50	3.60	<input type="checkbox"/>

Note: 1. The MRP mentioned for the channels (s) offered on a-la-carte basis are per subscriber per month.

2. The Broadcaster reserves its rights, subject to applicable regulations, to revise the maximum retail price of the Broadcaster's Channels payable per subscriber per month mentioned herein above. Upon such revision the Operator agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the Commencement Date of such version.
3. "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box ("STB"), which is availing the Broadcaster's Channels.
4. MRP of the Broadcaster's Channels offered on a a-la-carte basis mentioned herein above are excluding taxes and levies imposed by local and /or the Central Government including but not limited to GST, etc. (as applicable).

***Operator Rate has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations.**

The Operator is desirous of availing the Channels on **Bouquet Basis** (indicate - (✓/✗))

SR NO	Select/Checkbox	Bouquet Name	MRP*	OPR*	Bouquet Composition
1	<input type="checkbox"/>	SD Bouquet 1	11.00	8.80	Discovery Channel, Animal Planet, TLC, Discovery Kids, Eurosport, Investigation Discovery, Discovery Science, Discovery Turbo, D Tamil
2	<input type="checkbox"/>	SD Bouquet 2	10.00	8.00	Discovery Channel, Animal Planet, TLC, Discovery Kids, Eurosport, Investigation Discovery, Discovery Science, Discovery Turbo
3	<input type="checkbox"/>	SD Bouquet 3	10.00	8.00	Discovery Channel, Animal Planet, TLC, Discovery Kids, Eurosport, D Tamil
4	<input type="checkbox"/>	SD Bouquet 4	9.00	7.20	Discovery Channel, Animal Planet, TLC, Discovery Kids, Eurosport
5	<input type="checkbox"/>	HD Bouquet 1	16.00	12.80	Discovery Channel HD, Animal Planet HD, TLC HD, Discovery Kids, Eurosport HD, Investigation Discovery HD, Discovery Science, Discovery Turbo, D Tamil
6	<input type="checkbox"/>	HD Bouquet 2	15.00	12.00	Discovery Channel HD, Animal Planet HD, TLC HD, Discovery Kids, Eurosport HD, Investigation Discovery HD, Discovery Science, Discovery Turbo
7	<input type="checkbox"/>	HD Bouquet 3	14.00	11.20	Discovery Channel HD, Animal Planet HD, TLC HD, Discovery Kids, Eurosport HD, D Tamil
8	<input type="checkbox"/>	HD Bouquet 4	15.00	12.00	Discovery Channel HD, Animal Planet HD, TLC HD, Discovery Kids,

					Investigation Discovery HD, Discovery Science, Discovery Turbo
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ANNEXURE D
LCN INCENTIVE SCHEME ON MRP OF SUBSCRIBED CHANNEL(S)

1. The Broadcaster is hereby offering the following incentives on the MRP of Channel(s) as set out under this **Annexure D** subject to fulfilment of all conditions set out herein below and parameters based on the LCN slabs within specified genre (as listed in **Table A** below), in which any of the Channel(s) are placed by the Operator, within the specific genre and language as contained in the EPG system and in the manner set out in **Table B** of this Annexure **D** ("**LCN Incentive**").
2. The Operator is desirous of availing the LCN Incentive Scheme on MRP of subscribed Bouquet of Channels (indicate - (✓/✗) against each Slab below).
3. **Parameters for LCN Incentive:**
All of the following parameters shall be fulfilled by the Operator to be eligible to avail the LCN Incentive under the Incentive Scheme as set out under this Annexure D.

TABLE –A
LCN INCENTIVE – SLABS OF LCN OF CHANNEL(S)

Pay Channel Name	Slab 1 □	Slab 2 □	Neighborhood*
Discovery Channel	Top 2 in Infotainment	Top 4 in Infotainment	The History Channel, NGC, Sony BBC Earth and channels of similar genre/sub-genre and language
Animal Planet	Top 5 in Infotainment	Top 7 in Infotainment	The History Channel, NGC, NGC Wild, Sony BBC Earth and channels of similar genre/sub-genre and language
TLC	Top 8 in Infotainment	Top 10 in Infotainment	Fox Life, Zee Zest, Travel XP and channels of similar genre/sub-genre and language
Discovery Kids	Top 5 in Kids	Top 6 in Kids	Nick, Disney Channel, Hungama, Pogo TV, Cartoon Network and channels of similar genre/ sub-genre and language
Eurosport	Top 8 in Sports	Top 12 in Sports	Star Sports 1, Star Sports Select 1, Ten 1, Ten 3 and channels of similar genre / sub-genre and language
Investigation Discovery	Top 15 in Hindi GEC	Top 20 in Hindi GEC	Star Plus, Zee TV, Colors, Sony, Zee Anmol, Sony Pal, STAR Bharat, SAB TV and channels of similar genre/ sub-genre and language

Pay Channel Name	Slab 1 □	Slab 2 □	Neighborhood*
Discovery Science	Top 8 in Infotainment	Top 10 in Infotainment	History TV18, NGC, NGC Wild, Sony BBC Earth and channels of similar genre/sub-genre and language
Discovery Turbo	Top 10 in Infotainment	Top 12 in Infotainment	Fox Life, FYI TV18, Living Foodz, Travel XP and channels of similar genre/sub-genre and language
D Tamil	Top 8 in GEC (Tamil)	Top 12 in GEC (Tamil)	Sun TV, STAR Vijay, Zee Tamil, Adithya TV, Polimer and channels of similar genre/sub-genre and language
Discovery HD	Top 2 in Infotainment	Top 4 in Infotainment	History TV18 HD, NGC HD, Sony BBC Earth HD and channels of similar genre/ sub-genre and language
Animal Planet HD	Top 5 in Infotainment	Top 7 in Infotainment	History TV18 HD, NGC HD, Sony BBC Earth HD, NGC Wild HD and channels of similar genre/ sub-genre and language
TLC HD	Top 8 in Infotainment	Top 10 in Infotainment	Fox Life HD, Travel Xp HD, Zee Zest HD and channels of similar genre/sub-genre and language
Eurosport HD	Top 8 in Sports	Top 12 in Sports	Star Sports HD 1, Star Sports Select HD1, Ten 1 HD, Ten 3 HD and channels of similar genre / sub-genre and language
Investigation Discovery HD	Top 15 in Hindi GEC	Top 20 in Hindi GEC	Star Plus, Zee TV, Colors, Sony, Zee Anmol, Sony Pal, STAR Bharat, SAB TV and channels of similar genre/ sub-genre and language

****The Operator shall, at all times, place each Channel(s) within the respective Neighborhood of competing channels as listed in this Table A, and in no manner discriminate the Channel(s) against other channels of the same genre as listed.***

**Table-B
LCN INCENTIVE**

Particulars	Percentage Incentive	
	Slab 1	Slab 2
LCN Incentive on MRP of subscribed Channel(s)*	10%	5%

****This will also be applicable in the event that an Operator opts for a combination of one of more***

Bouquet(s) of Channels(s) along with any one or more of a-la-carte Channel(s).

Terms & Conditions:

- a.) In the event that the Operator, during any day of the month, for any reason whatsoever, fails to place any Channel(s) in Slab 1, but places it in Slab 2, then the Operator shall be entitled to only receive the LCN Incentive applicable to Slab 2 (and not Slab 1).
- b.) In the event that the Operator, for any reason whatsoever, fails to place any of the Channel(s) as per any of the defined Slabs in Table A above, during any day of the month and the Operator fails to restore the LCN position of the Channel(s) in the defined Slabs within a period of three (3) days from the date of such displacement, then the Operator shall not be entitled to receive any LCN Incentive for the applicable month for that channel or Bouquet of that channel which was displaced.

LCN Report:

- c.) Notwithstanding anything to the contrary contained in this Agreement, the Operator shall at all times maintain and furnish to the Broadcaster the LCN Report in the format set out under **Table C of Annexure D** of this Agreement ("**LCN Report**") along with each LCN Incentive invoice and Subscriber Report within the Subscriber Report Due Date in order to be entitled to receive payments under the Incentive Scheme.
- d.) If the Operator fails to furnish the LCN Report in the prescribed format in any given month to the Broadcaster within the Subscriber Report Due Date, for any reason whatsoever, the Operator shall not in any manner be entitled or eligible for the LCN Incentive as set out herein.
- e.) The Operator hereby acknowledges that in the event of any discrepancy found by the Broadcaster in the LCN Report, the Broadcaster reserves its right at its sole discretion to appoint a third-party agency / firm / consultant ("**Independent Firm**") to assess the veracity of the LCN Report. The Broadcaster will intimate the Operator in the event that it exercises its option to appoint the Independent Firm.
- f.) In the event that the Independent Firm finds that the LCN position set out in the LCN Report with respect to Channel(s) is inaccurate or not achieved / fulfilled by the Operator as per the Incentive Scheme opted by the Operator, the Broadcaster will provide a period of three (3) calendar days from the date of intimation of findings of LCN Report ("**Cure Period**") to the Operator to cure the defect and fulfill the conditions with respect to LCN position of Channel(s) as per the LCN Incentive Scheme opted by the Operator. In the event that the Operator fails to restore the Channel(s) to the agreed LCN position within the Cure Period, the Operator shall not be entitled in any manner to any payments of LCN Incentive.
- g.) The findings of the Independent Firm with respect to the LCN Report shall be binding on the Operator.

4. **Subscriber Records, Access and Audit:** The Broadcaster shall during the Audit referred to in **Clause 15** of this Agreement, be entitled to access the records, SMS, CAS and related systems of the Operator in order to determine the correctness of the LCN Report referred to in this **Annexure D**.
5. The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentive Scheme at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Scheme in the event, during the Term (i) the Broadcaster launches a New Channel, or (ii) in case of removal of a Channel, or (iii) in case of a converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by the Broadcaster and / or its current or future subsidiaries, and in such an event the Broadcaster shall have the right to withdraw and / or modify this Annexure and / or the Incentives set out herein in its sole discretion.

TABLE C- FORMAT OF LCN REPORT

Name of the Channel	Genre	1st Day of the month		7th day of the month		14th day of the month		21th day of the month		Last Calendar day of the month	
		LCN	Rank	LCN	Rank	LCN	Rank	LCN	Rank	LCN	Rank

Payment of LCN Incentive:

The Operator shall be entitled to LCN incentive on the MRP of the Subscribed Bouquet(s) only if all Channels comprising the said bouquet meet the LCN Incentive parameters as set out under **Table A of this Annexure D**. Even if one of the Channels in the Subscribed Bouquet does not meet LCN criteria set out in Table A above, while remaining Channels do, in such a case, the Operator shall not be eligible for any LCN Incentive. It is clarified that LCN incentive is applicable only if the Operator opts for one or more Bouquet of Channels and *not* standalone a-la-carte Channels.

Illustration 1:

- The Operator opts for SD Bouquet 4 of the Broadcaster, which has 5,000 Average Broadcaster's subscriber base and Ala Crate Subs for Discovery, Animal Planet and TLC is 3000 each and Rest of the Channels is 2000
- The Operator has provided LCN of all Channels as applicable in Slab 1 of Table A above.
- The LCN incentive on the Subscribed Channels in that case will be calculated as below:

Subscribed Channels & Bouquets	MRP (in Rs)	Channel Eligibility on LCN Incentive as per Table A	Overall Eligibility for LCN Incentive for the Bouquet	Slab Applicable	Total LCN Incentive per month

Discovery	4.00	Slab 1	YES	Slab 1 (10%)	=Rs 4 * 10% * 3000 = Rs. 1200
Animal Planet	2.00	Slab 1	YES	Slab 1 (10%)	=Rs 2 * 10% * 3000 = Rs. 600
TLC	0.50	Slab 1	YES	Slab 1 (10%)	=Rs 0.50 * 10% * 3000 = Rs. 150
Discovery Kids	3.00	Slab 1	YES	Slab 1 (10%)	=Rs 3 * 10% * 2000 = Rs.600
Eurosport	3.50	Slab 1	YES	Slab 1 (10%)	=Rs3.5 * 10% * 2000 = Rs. 700
SD Bouquet 4	9.00	Slab 1	YES	Slab 1 (10%)	=Rs 9 * 10% * 5000 = Rs. 4500

Illustration 2:

- The Operator opts for SD Bouquet 4 of the Broadcaster, which has 5,000 Average Broadcaster's subscriber base and Ala Crate Subs for Discovery, Animal Planet and TLC is 3000 each and Rest of the Channels is 2000
- The Operator has provided LCN of all Channels as applicable in Slab 1 except for KIDS as applicable in Slab 2 and Eurosport Not qualified of Table A above.
- The LCN incentive on the Subscribed Channels in that case will be calculated as below:

Subscribed Channels & Bouquets	MRP (in Rs)	Channel Eligibility on LCN Incentive as per Table A	Overall Eligibility for LCN Incentive for the Bouquet	Slab Applicable	Total LCN Incentive per month
Discovery	4.00	Slab 1	YES	Slab 1 (10%)	=Rs 4 * 10% * 3000 = Rs. 1200
Animal Planet	2.00	Slab 1	YES	Slab 1 (10%)	=Rs 2 * 10% * 3000 = Rs. 600
TLC	0.50	Slab 1	YES	Slab 1 (10%)	=Rs 0.50 * 10% * 3000 = Rs. 150
Discovery Kids	3.00	Slab 2	YES	Slab 2 (5%)	=Rs 3 * 5% * 2000 = Rs.300

<i>Eurosport</i>	3.50	NA	NO	<i>NIL</i>	<i>NIL</i>
<i>SD Bouquet 4 (contains Eurosport)</i>	9.00	NA	NO	<i>NIL</i>	<i>NIL</i>

PENETRATION INCENTIVE SCHEME ON MRP OF A-LA-CARTE CHANNEL(S)

1. The Broadcaster is hereby offering the incentives on the MRP of a-la-carte Channel(s) as set out under **Table E** of this **Annexure D-1** subject to fulfilment of all conditions set out hereinbelow and upon achievement of penetration percentage with respect to Channel(s) in the Target Market as specified in **Table D** of this **Annexure D-1** (“**Penetration Incentive**”).
2. The Operator is desirous of availing the Penetration Incentive Scheme on MRP of subscribed Bouquet of Channels (indicate - (✓/✖)):

TABLE D

Channel Name	Penetration in active universe	Target Market
Discovery Channel	Above 70% in SD Universe	All India
Animal Planet	Above 70% in SD Universe	All India
TLC	Above 70% in SD Universe	All India
Discovery Kids	Above 70% in SD Universe	All India
Eurosport	Above 50% in SD Universe	All India
D Tamil	Above 70% in SD Universe	Tamil Nadu and Pondicherry
Discovery HD	Above 50% in HD Universe	All India
Animal Planet HD	Above 50% in HD Universe	All India
TLC HD	Above 50% in HD Universe	All India
Investigation Discovery HD	Above 50% in HD Universe	All India
Eurosport HD	Above 50% in SD Universe	All India

Table-E
PENETRATION INCENTIVE

Particulars	Percentage Incentive
Penetration Incentive on MRP of a-la-carte Channel(s)	5%

TERMS & CONDITIONS

1. The computation of the Penetration Incentive shall be at all times based on the Subscribers Report. The Operator shall not in any manner be eligible to payment of Penetration Incentive in a given month in the event that it fails to furnish the Subscriber Report to the Broadcaster within the Subscriber Report Due Date.
2. It is hereby clarified that the Penetration Incentive is being offered in respect of MRP of a-la-carte channels only. While ascertaining the monthly average active subscriber base for a particular Channel for computation of Penetration Incentive, the total number of monthly active subscribers for such Channel will be considered.
3. Notwithstanding anything contained under this Agreement, in the event that the Operator fails to fulfil penetration requirements for any of the Channel(s) in an applicable month as set out under **Table D** above, then the Operator shall not in any manner be entitled to payment of Penetration Incentive.
4. The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentive Scheme at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Scheme in the event, during the Term, (i) the Broadcaster launches a New Channel, or (ii) in case of removal of a Channel, or (iii) in case of a converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by the Broadcaster and /or its current or future subsidiaries, and in such an event the Broadcaster shall have the right to withdraw and/ or modify this Annexure and/or the Incentives set out herein in its sole discretion.

Illustration 1:

The Operator’s subscriber base in the target market (as set out in Table D above) is 10,000.

Of these 10,000 subscribers:

- 6500 opted for SD Bouquet 4;
- 700 opted for Discovery Channel on a-la-carte basis;
- 500 opted for Animal Planet on a-la-carte basis;
- 600 for TLC on a-la-carte basis;
- 900 for Discovery Kids on a-la-carte basis.

In such an event, the eligibility of the Operator’s to avail Penetration Incentive on each of the Channels subscribed on a-la-carte basis will be calculated as below:

A	B	C	D	E	F
<i>Channel Name</i>	<i>Operator’s active subscriber base in Bouquet 4</i>	<i>Operator’s active subscriber base in A-la-carte</i>	<i>Total Active Subscriber Base for the Channel (B+C)</i>	<i>Penetration in Target Market</i>	<i>Eligibility for Penetration Incentive</i>
Discovery	6500	700	7200	72%	YES
Animal Planet	6500	500	7000	70%	
TLC	6500	600	7100	71%	

Discovery Kids	6500	900	7400	74%
Eurosport	6500	NIL	6500	65%

Penetration Incentive in this case will be calculated as:

Channel Name	A-la-carte MRP (in Rs.)	Penetration Incentive %	Penetration Incentive Value (in Rs)
Discovery	4.00	5%	INR 4 *5% * 700 = 140
Animal Planet	2.00		INR 2 *5% * 500 = 50
TLC	0.50		INR 0.50 *5% * 600 = 15
Discovery Kids	3.00		INR 3 *5% * 900 = 135
Eurosport	3.50		INR 3.5 *5% * NIL = NIL

Illustration 2:

The Operator's subscriber base in the target market (as set out in Table D above) is 15,000.

Of these 15,000 subscribers:

- 6500 opted for SD Bouquet 4;
- 4000 opted for Discovery Channel on a-la-carte basis;
- 5500 opted for Animal Planet on a-la-carte basis;
- 5600 for TLC on a-la-carte basis;
- 4500 for Discovery Kids on a-la-carte basis.

In such an event, the eligibility of the Operator's to avail Penetration Incentive on each of the Channels subscribed on a-la-carte basis will be calculated as below:

A	B	C	D	E	F
Channel Name	Operator's active subscriber base in Bouquet 4	Operator's active subscriber base in A-la-carte	Total Active Subscriber Base for the Channel (B+C)	Penetration in Target Market	Eligibility for Penetration Incentive
Discovery	6500	4000	10500	70%	YES
Animal Planet	6500	5500	12000	80%	YES
TLC	6500	5600	12100	81%	YES
Discovery Kids	6500	3500	10000	67%	NO
Eurosport	6500	NIL	6500	43%	NO

Penetration Incentive in this case will be calculated as:

Channel Name	A-la-carte MRP (in Rs.)	Penetration Incentive %	Penetration Incentive Value (in Rs)
Discovery	4.00	5%	INR 4 *5% * 4000 = 800
Animal Planet	2.00	5%	INR 2 *5% * 5500 = 550
TLC	0.50	5%	INR 0.50 *5% * 5600 = 140
Discovery Kids	3.00	NIL	INR 3 *0% * 3500 = NIL
Eurosport	3.50	NIL	INR 3.5 *0% * NIL = NIL

ANNEXURE E
TECHNICAL SPECIFICATIONS

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

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

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.
Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The Fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% 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:
 1. (a) Unique customer identification (ID)
 2. (b) Subscription contract number
 3. (c) Name of the subscriber
 4. (d) Billing address
 5. (e) Installation address
 6. (f) Landline telephone number
 7. (g) Mobile telephone number
 8. (h) E-mail address
 9. (i) Channels, bouquets and services subscribed

10. (j) Unique STB number
11. (k) Unique VC number.
12. The SMS should be capable of:
 1. (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 2. (b) Locating each and every STB and VC installed.
 3. (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:
 1. (i) The total number of registered subscribers.
 2. (ii) The total number of active subscribers.
 3. (iii) The total number of temporary suspended subscribers.
 4. (iv) The total number of deactivated subscribers.
 5. (v) List of blacklisted STBs in the system.
 6. (vi) Channel and bouquet wise monthly subscription report in the prescribed format.
 7. (vii) The names of the channels forming part of each bouquet.
 8. (viii) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 9. (ix) The name of a-la carte channel and bouquet subscribed by a subscriber.
 10. (x) The ageing report for subscription of a particular channel or bouquet.
14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least 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:
 1. (a) STB-VC Pairing / De-Pairing
 2. (b) STB Activation / De-activation
 3. (c) Channels Assignment to STB
 4. (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.
2. **B) Fingerprinting:**
 1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
 2. The STB should support both visible and covert types of finger printing.
 3. The finger printing should not be removable by pressing any key on the remote of STB.
 4. The finger printing should be on the top most layer of the video.
 5. The finger printing should be such that it can identify the unique STB number or the unique VC number.
 6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
 7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
 8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
 9. The finger printing should be possible on global as well as on the individual STB basis.
 10. 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.
 11. Scroll messaging should be only available in the lower part of the screen.
 12. The STB should have a provision that finger printing is never disabled.
 13. The watermarking network logo for all pay channels shall be inserted at encoder end only.
 3. **C) Set Top Box (STB):**
 1. All STBs should have a Conditional Access System.
 2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
 3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
 4. The STB should be individually addressable from the Head-end.
 5. The STB should be able to receive messages from the Head-end.
 6. The messaging character length should be minimal 120 characters.
 7. There should be provision for global messaging, group messaging and the individual STB messaging.
 8. The STB should have forced messaging capability including forced finger printing display.
 9. The STB must be compliant to the applicable Bureau of Indian Standards.
 10. The STBs should be addressable over the air to facilitate OTA software upgrade.
 11. The STBs with facilities for recording the programs shall have a copy protection system.

ANNEXURE F
SUBSCRIBER REPORT FORMAT

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

1. **(I) CHANNELS OFFERED BY OPERATOR ON A-LA-CARTE BASIS:** Average Broadcaster's Subscriber Base of each channel from amongst the Channel (s) 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 Operator at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

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

1. **(II) SUBSCRIBED BOUQUET(S) OFFERED BY OPERATOR 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 Operator at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Bouquet(s)	Name of constituent Channels of the Subscribed Bouquet(s)	Number of subscribers of the Subscribed Bouquet(s) on 7th day of the month	Number of subscribers of the Subscribed Bouquet(s) on 14th day of the month	Number of subscribers of the Subscribed Bouquet(s) on 21st day of the month	Number of subscribers of the Subscribed Bouquet(s) on the last calendar day of the month	Average Broadcaster's Subscriber Base of the Subscribed Bouquet(s)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6)+(7)] / (4)
1							
2							

- (III) CHANNELS OFFERED BY OPERATOR IN PACKAGES:** Average Broadcaster's Subscriber Base of each channel from amongst the 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 Operator at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

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

Reports to be submitted by the Operator in the event it avails the Incentive Scheme on MRP of A-la-Carte channels:

Sr. No.	Name of Channel	Genre	Language	Channel LCN Number	LCN Rank	Slab

Reports to be submitted by the Operator in the event it avails the LCN Incentive Scheme on MRP Bouquet of channels:

Sr. No	Name of Bouquet	Name of channel	Applicable Authorized Area	Total Active Pay Subscriber of the Operator in Applicable Authorized Area	Total Active Pay Subscriber of the Channel in the Authorized Area

It is hereby clarified that the report should be submitted individually for each state/ Union Territory Individually

ANNEXURE G
SCOPE OF AUDIT

THE SCOPE OF AUDIT SHALL INCLUDE THE ACCESS TO ALL THE FOLLOWING: Head End Audit

- The Operator should provide Complete Network Diagram of its Head End for Audit and Auditing Purpose.
- The Operator 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.
- The Operator to ensure that its Network Watermark logo is inserted on all pay channels at encoder end only.

CAS Audit

The Operator to provide all below information correctly;

- Make & version of CAS installed at Head End.
- CA system certificate to be provided by the Operator.
- 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 the Operator before distributing box down the line /LCO.
- All LCO's should be paired with unique system ID.
- The Operator 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 Authorized Representative by means of a fresh undertaking.
- Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by the Operator. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- The Operator 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.

Sr. No	Name of Package/ Bouquet	Name of Channel	Genre	Language	Channel LCN Number	LCN Rank	Slab

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:

- o Unique Customer Id
 - o Subscription Contract number
 - o Name of the subscriber
 - o Billing Address
 - o Installation Address
 - o Landline telephone number
 - o Mobile number
 - o Email address
 - o Service/Package subscribed to
 - o Unique STB Number
 - o 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:
 - o The total number subscribers authorized
 - o The total number of subscribers on the network
 - o The total number of subscribers subscribing to a particular service at any particular date.
 - o The details of channels opted by subscriber on a-la-carte basis.
 - o The package wise details of the channels in the package.
 - o The package wise subscriber numbers.
 - o The ageing of the subscriber on the particular channel or package
 - o 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 Operator 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.
 - (v) Review whether Live diagram / fiber details of network are captured in SMS system
 - (vi) To check if Operator 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 Channels.
- (xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Authorized Representative.
- (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:

- Total no of Subscribers – active & de-active separately De-active subscribers with ageing Channel wise Subscribers – total Channel wise Subscribers – split by package Package / channel details
- Subscriber/Revenue Reports by State/City
- No of packages/services offered
- List of channels
- Channels along with Rate Card Options offered with details of active Subscribers Historical data reports
- Free / demo Subscribers details
- 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 the Operator before handing over to the subscriber
- the Operator 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.
- the Operator should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by the Operator should be certified and diploma by their CAS vendor.
- Forensic watermarking to be implemented on the the Operator 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
 1. (i) Macro vision 7 or better on Composite video output.
 2. (ii) Macro vision 7 or better on the Component Video output.
 3. (iii) HDCP copy protection on the HDMI & DVI output.
 4. (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 DVRSTB
 - 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 Smart Card?
 - o PVR Functionality?
 - o Tamper Resistance?
 - o Copy Protection? Please provide the details.
 - 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.

Distribution Network Audit

The Operator should provide below information in detail;

- Fiber network and PIT information on Geo Map.
- Service area to be defined.
- Details of LCO connected.
- 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 Operator's marketing and sales team on how the various channels are being marketed
 - Any special marketing schemes or promotions
 - Details of the consumers subscribing to the various schemes/ packages, including 'demo'/ free/ complimentary/ testing/ promotional subscribers
 4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
 - Generation of reports for subscriber declaration for channels / bouquets
 - Any reconciliations / checks /adjustments carried out before sending the declarations
 - 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
 5. 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.
 - Similarly, list of head-ends of the operator providing services to DAS areas and for such head-ends
 - In case of multiple CAS being used by the Operator, to understand synchronization between multiple CAS and SMS

ANNEXURE H
OPERATOR'S ANTI-PIRACY OBLIGATIONS

1. General

1.1 Operator shall take all necessary actions to prevent any unauthorized access to the Channel (s) through its Platform.

2. STBs, VCs, Systems and Procedures

2.1 In order to ensure that each STB is capable of being used for Fingerprinting, the Operator shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2 The Operator represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by the Operator 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, the Operator:

2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in the Agreement;

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 The Operator represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with the above said para; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the 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 The Operator represents, warrants and undertakes that all installations of STBs and VCs are done directly by the Operator or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with as stated herein, the Operator's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

<ol style="list-style-type: none"> 1. Name 2. Installation address and Telephone number; 3. Billing address (if different) 4. Subscription agreement number; 5. Channels /Bouquets that have been selected; 6. Name and unique reference number of the dealer who sold the STB to such Subscriber; 7. Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different); 8. Name and unique reference number of the installer (if different from the dealer); 9. VC number; 10. Unique STB number. 	
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The Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channels can be accessed from addresses which are:

- 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, the Operator further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.

The Operator 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 herein; and (b) enables the location of each and every STB and VC to be recorded.

3 Fingerprinting

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

- 3.4.2 Fingerprinting to be provided by the Operator on the 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 The Operator shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2 The Operator 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 The Operator agrees that it shall, at its sole cost, be responsible for ensuring the Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.
- 4.4 The Operator undertakes that it shall furnish the details of encryption system of the Operator's Permitted Platform used for encrypting the signals of channels available on the Operator's Permitted Platform and undertakes that the same encryption system shall be used for scrambling the signal of the Channels for their retransmission.
- 4.5 The Operator further undertakes that as and when the Operator gives effect to any material changes to the Operator's Permitted Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, the Operator 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 Operator 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 Channels are being viewed via a VC or STB by a third party that is not a Subscriber,
- 5.1.3 A VC is being used for viewing the Channels anywhere other than the registered address of a Subscriber, or
- 5.1.4 A VC and/or STB are being used by a cable operator or other distributor to distribute any of the Channels (each, a "Piracy Event").
- 5.2 The Operator becomes aware of a Piracy Event, then the Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.
- 5.3 In the event the Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, the Operator shall provide all reasonable assistance to the Broadcaster to prevent or combat such Piracy Event.
- 5.4 If the Operator 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 the Operator taking legal, the Operator shall keep the Broadcaster fully informed of the progress of such action. The Operator shall not settle, attempt to settle or otherwise compromise the rights of the Broadcaster without the prior written consent of the Broadcaster.

- 5.5 The Operator agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.
- 5.6 Operator shall investigate and report to Authorized Representative any detected incidents of copying, transmitting, exhibiting or other illegal use of the 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 Channels.

ANNEXURE I
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/HITS/DTH/IPTV 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 J
SMS DECLARATION FORM (ON THE LETTERHEAD OF THE SMS COMPANY)
TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s

_____ , having its registered office address at _____ and having its headend at _____ has installed SMS from our Company for its DAS/ HITS/IPTV/DTH 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)

Name: _____

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

ANNEXURE K

Sr. No	Clause	Clause description
1	Definition	'The term 'GST Act' shall include Central Goods and Service Tax Act, 2017 (CGST), respective State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST), Rules and any other GST related legislation in India.
2	Definition	'For the purpose of this agreement, the term 'GST' shall include all taxes levied under Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable.
3	Vendor registration	For the purpose of this agreement, the Operator should: 1. Furnish a valid PAN No.; 2. Furnish a valid Goods and Services Tax Registration Certificate No. 3. Intimate all GST registration number to Broadcaster, where Operator holds multiple GST numbers
4	Composition scheme	Where the Operator is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of purchase order. Operator shall not levy or impose taxes under GST on invoices and specifically mention there that he is covered under Composition scheme. Incentive payable to the Operator as agreed upon shall be deemed inclusive of all taxes.
5	Compliance	It is the responsibility of the Operator to ensure that correct information is declared on the invoice and outward supply return (GSTR-1) is filed correctly to GST portal within the timelines as prescribed under GST Act. In case of mismatch because of Operator's fault, prompt amendments must be made by the Operator else Operator shall be required to indemnify Broadcaster of the loss of credit due to mismatch. The compliances to be adhered by Operator includes (but is not limited to) the following: (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time; (ii) Issuing GST compliant invoice / CN/ DN. PO issued by Broadcaster should be referred by Operator for capturing information on the invoice; (iii) Acceptance of changes made by Broadcaster on GSTN on account of non-upload or incorrect upload of details on GSTN by Operator on merit basis. Such changes w.r.t. the mismatch are required to be accepted by Operator within the time limit prescribed under the GST law. It must be noted that in case Operator does not accept such changes within the time limit prescribed

Sr. No	Clause	Clause description
		<p>under GST law, the loss of input tax credit (if any) would be recovered from the Operator along with interest, as applicable.</p> <p>Broadcaster reserves the right to be indemnified for the credit loss by Operator in case Broadcaster is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the Operator. Further in case any credit is not received or short received, then such equivalent amount is not liable to be paid by Broadcaster. Where, however the amount has already been paid by Broadcaster, Broadcaster shall be entitled to recover the same from Operator or adjust the same against subsequent payments.</p>
6	Indemnity clause	It is hereby agreed between both the parties that in case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by Broadcaster or input tax credit is denied to Broadcaster due to failure of the Operator to comply with the relevant GST laws/ regulations as applicable, Operator undertakes to indemnify Broadcaster for an amount equal to such amount payable by Broadcaster.
7	Tax deducted at source	Nothing contained herein in the agreement shall prevent Broadcaster from deducting tax at source if required under GST Act and GST regulations, any law or any regulation for the time being in force.
8	Reverse charge liability – Domestic procurement	Wherever reverse charge is applicable on supplies made by Operator, Operator shall be liable to mention amount subject to reverse charge specifically on the invoice
9	Reverse charge liability – Unregistered Supplier	It is specifically agreed between the parties that where the Operator is not registered under GST Act, it shall be Operator's responsibility to specifically intimate such unregistered status to Broadcaster and thereafter it shall be the responsibility of Broadcaster to discharge liability under reverse charge mechanism. It is further agreed that unregistered Operator shall not charge tax on invoice.
10	GST invoice	<p>It shall be the responsibility of Operator to raise appropriate tax invoice as per the provisions of GST Act. Broadcaster reserves the right to be indemnified for the credit loss in case Broadcaster is unable to claim the input tax credit for any non-compliance / default in raising appropriate invoice by Operator. Further all invoices should be sent to Broadcaster promptly and in no case beyond 10 days of Invoice date.</p> <p>Further the Operator is required to comply following requirements w.r.t. issuance of invoice:</p> <ul style="list-style-type: none"> • All the details of Operator (name, address, GSTIN/ unregistered Operator, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice; • Invoice/DN/CN need to be issued timely within the time prescribed under GST

Sr. No	Clause	Clause description
		<p>law;</p> <ul style="list-style-type: none"> • In case of any deficient supply, Broadcaster shall convey the same in a reasonable time to enable the Operator to issue credit note and take tax adjustment; • It would be the responsibility of the Operator to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to Broadcaster on account of default by the Operator, the same would be recovered by Broadcaster from the Operator; • Registered location of the both the parties i.e. Broadcaster and Operator should be mentioned in the agreement/PO with GSTIN No. Further, Operator should raise invoices at the registered premise of Broadcaster for availing credit and ensure that the place of supply as per GST law is same as registered premises; • E-waybill number should be mentioned on the invoices, if applicable
13	Debit / Credit note	<p>The Operator acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to Broadcaster within the prescribed time. All debit notes should be received well in advance so as to enable Broadcaster to claim proper credit. All debit note/ credit note with GST should mandatorily have the reference of original invoice on it.</p> <p>Further it shall be the responsibility of Operator to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.</p> <p>Broadcaster reserves the right to be indemnified by Operator for the credit loss in case Broadcaster is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the Operator</p>
11	Payment terms	<p>Broadcaster reserves the right to make payment to Operator only after the invoice is uploaded by Operator in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to Broadcaster.</p> <p>Further it is agreed that for claiming the payment the following documents are to be submitted by the Operator to the paying state along with appropriate invoice:</p> <ol style="list-style-type: none"> 1. Invoice along with e-way bills; 2. Delivery challans; 3. Consignee Receipt (L.R); 4. Any other document as may be demanded by Broadcaster

Sr. No	Clause	Clause description
12	Payment terms	Operator hereby agrees that it will be solely responsible for performing all compliances and making timely payments to the Government for GST, cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under GST laws/ regulations applicable
13	Purchase order	<p>It is understood between the parties that Operator shall raise invoice basis purchase order issued by Broadcaster. In case of any deviation or disagreement by Operator on place of supply, billing location, HSN code/ SAC code as stated on PO, it shall be the responsibility of Operator to intimate Broadcaster well in advance.</p> <p>Further, in case Operator raises the invoice on an address other than agreed, it shall be the responsibility of the Operator to modify the invoice.</p>
14	Place of supply	For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by Broadcaster. It shall be the responsibility of Operator to intimate Broadcaster well in advance in case of deviation / disagreement with the place of supply as determined in PO.
15	Deficient Supply/ Incomplete supply/ Rejected supply	Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supply, it shall be the responsibility of Operator to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the Operator fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the Operator.
16	Price revision	<p>The Operator acknowledges and agrees that in case of any price revision with respect to goods supplied prior to GST, the Operator should issue the following documents to Broadcaster:</p> <p>a. <u>Price revised upwards</u>– Supplementary invoice/ debit note shall be issued in accordance with the GST Act;</p> <p>b. <u>Price revised downwards</u>– Supplementary invoice/ credit note shall be issued in accordance with the GST Act.</p>
17	Advance payment	Where in terms of the agreement, Broadcaster pays advance amount to Operator for supply of goods/ services, it shall be the responsibility of Operator to issue GST compliant receipt voucher or such other document as may be prescribed to Broadcaster if such advance includes GST. Further Operator would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised subsequently.
18	Discount clause	<p>In cases where Operator is providing discount to Broadcaster for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between Operator and Broadcaster:</p> <p>1. Situations in which discount would be allowed by Operator to Broadcaster</p>

Sr. No	Clause	Clause description
		<p>(e.g. Value-based/ quantity-based discounts)</p> <p>2. Basis and manner in which discount would be computed and allowed to Broadcaster</p> <p>3. Deduction of such discount from the value of supply as per provision of GST Act</p>
19	Compliance rating	<p>Operator shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations.</p> <p>Operator shall be required to submit a self-declaration and when requested by Broadcaster, that they are not blacklisted on the GST portal. Notwithstanding anything contained in agreement, in the event of blacklisting of Operator i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to Operator only on receipt of input tax credit by Broadcaster</p>
20	E-way bill	<p>It shall be the responsibility of Operator to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Operator would indemnify Broadcaster in case of any non-compliance or default or due to lack of diligence on the part of the Operator to comply with the e-waybill requirement</p>
21	Penalty	<p>It is agreed by Operator that in case of any deviation, default or negligence on the part of Operator due to which Broadcaster is liable to pay penalty, the same shall be recovered by Broadcaster from Operator along with applicable GST tax (as may be applicable)</p>
22	Liquidated Damages	<p>GST (if applicable) on account of liquidated damages (where applicable in terms of Existing Agreement) would be borne by Operator.</p>
23	Miscellaneous	<p>i) Operator agrees to share the monthly information upon request by Broadcaster which would be uploaded by the Operator in its GSTR -1 along with the information of input credit to be claimed by Broadcaster in such month;</p> <p>ii) It shall be the responsibility of Operator to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th June following the end of relevant financial year</p>