

REFERENCE INTERCONNECT OFFER OF DISNEY BROADCASTING (INDIA) LIMITED
[HEADEND IN THE SKY]

FOR DISNEY BROADCASTING (INDIA) LIMITED, OFFICE USE ONLY

AGREEMENT No: SA _____

SALES PERSON _____

CUSTOMER REFERENCE NO. _____

Affix passport-size photograph of the authorized signatory & sign on the same such that half the signature is on the page and other half is on the photograph.

This Subscription Agreement (“**Agreement**”) is executed on / / by and between:

Disney Broadcasting (India) Limited (formerly known as UTV Entertainment Television Limited), a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, Building No. 14, Solitaire Corporate Park, Guru Hargovindji Marg, Chakala, Andheri (East), Mumbai 400 093 (*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 permitted assigns*), and

Operator (M/s): _____

HITS License No.: _____

Wireless Operational License No.: _____

Valid From: _____ Valid Upto: _____

PAN No.: _____

Service Tax Registration No.: _____

TAN No.: _____

Entertainment Tax Registration No.: _____

Registered Address: _____

Tel. No.: _____ Fax No.: _____

Correspondence Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person Name: _____

Mobile No.: _____

E-mail ID: _____

Installation Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person Name: _____

Mobile No.: _____

E-mail ID: _____

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

[hereinafter referred to as “Operator”, which expression, unless repugnant to the meaning and context thereof, shall mean and include its successors and permitted assigns].

The Broadcaster and the Operator are hereinafter individually and collectively referred to as “**Party**” and “**Parties**”, respectively.

WHEREAS:

- A. The Broadcaster is the owner of the Channels and / or is authorized to retransmit signals of the Channels through the HITS Operators in the Territory, in terms of its registration with the MIB.
- B. The Operator is a HITS Operator providing HITS Service across India.
- C. The Operator is desirous to subscribe the Subscribed Channels for further retransmission to the Subscribers (directly or through affiliated cable operators) and the Broadcaster is willing to provide signals of the Subscribed Channels to the Operator

for further retransmission to the Subscribers (directly or through affiliated cable operators) based on the terms and conditions provided herein.

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

1. DEFINITION:

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

- (i) **“Applicable Laws”** means laws, regulations, directions, notifications, policies, guidelines, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (ii) **“Conditional Access System”** or **“CAS”** means conditional access system installed, within India, at the Operator’s headend that enables the Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (iii) **“Cable Operator”** means any legal or natural person that provides Cable Services through a Digital Addressable Cable Television Network or otherwise controls or is responsible for the management and operation of a Digital Addressable Cable Television Network and fulfills the prescribed eligibility criteria and conditions and is an authorized link cable operator of the Operator. The Cable Operator, after downlinking encrypted signals of channels from a HITS Operator’s HITS Distribution System, does the onward distribution of the channels to subscribers through a its Digital Addressable Cable Television network.
- (iv) **“Cable Services”** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (v) **“Cable Television Network”** means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (vi) **“Channels”** means the satellite television channels listed in Annexure A of this Agreement.
- (vii) **“Commercial Subscribers”** means a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum of money to be paid by such person.
- (viii) **“Confidential Information”** means any confidential information disclosed by the Broadcaster to the Operator while the Operator is participating in the affairs/business of the Broadcaster and any such other confidential and proprietary information, including the terms and conditions of this Agreement, that may be disclosed by the Broadcaster during the Term.
- (ix) **“Digital Addressable Cable Television Network”** means a Cable Television Network enabled with Digital Addressable System.
- (x) **“Digital Addressable System”** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of a Cable Television Network can be sent in an encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the subscriber within limits of the authorization made, through the Conditional Access System, and the Subscriber Management System, on the explicit choice and request of such subscriber, by the Cable Operator to the subscriber.
- (xi) **“Effective Date”** means the date mentioned in Annexure A of this Agreement.
- (xii) **“EPG”** means an electronic programming guide or other navigational tools to similar nature with respect to the information of channels, programmes and scheduling thereof and a short summary or commentary for each program. EPG is the electronic format equivalent to a printed television program guide and includes any enhanced facility which allows Subscribers to navigate and select such available channels and programmes.
- (xiii) **“Equipment”** means equipment comprising of digital satellite receivers/professional integrated receiver decoder (PIRDs) with SDI output together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in Annexure B hereto at the sole cost of the Operator, which enables the Operator decrypt the encrypted signals of the Subscriber Channels.
- (xiv) **“HITS”** means multi channel downlinking and distribution of Television programme in C-Band or Ku Band, wherein the channels are down linked at a central facility (Hub Teleport) located within India and again uplink to satellite after encryption of channels. At the cable headend these encrypted pay channels are downlinked using single satellite

¹ The Definition of Commercial Subscribers the right to re-transmit signals to the Commercial Subscribers is without prejudice to the rights and contentions of the Broadcaster and would be subject to revision depending upon the orders/direction as may be finally passed in the Appeal No. 4 & 5 (C) of 2015, Civil Appeal No. 3728 of 2015 and Writ Petition No 5161 of 2014 before Hon’ble Telecom Disputes Settlement and Appellate Tribunal, Hon’ble Supreme Court of India and Hon’ble High Court of Delhi respectively or any other matter in this subject.

antenna, transmodulated and sent to the subscribers by using land based transmission system comprising of infrastructure of cable/ optical fibers network in an encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the Subscriber within limits of the authorization made, through the Conditional Access System, and the Subscriber Management System, on the explicit choice and request of such Subscriber.

- (xv) **“HITS Distribution System”** means the headend installed by a HITS Operator for receiving encrypted signals of the channels from designated satellite(s) through the integrated receiver decoders of such channels and then re-encrypting such signals and uplinking them to designated satellite hired by such HITS Operator from which, the affiliated Cable Operators or such HITS Operator itself can downlink the signals of such channels to their Digital Addressable Cable Television Network for onward distribution to subscribers through such Digital Addressable Cable Television Network.
- (xvi) **“HITS Operator”** means an operator licensed by the MIB to provide HITS service to subscribers.
- (xvii) **“Intellectual Property”** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xviii) **“MIB”** means the Ministry of Information & Broadcasting in India.
- (xix) **“Monthly License Fees”** means the monthly license fee payable by the Operator to the Broadcaster in terms of Clause 5 of this Agreement.
- (xx) **“Packages”** means various packages offered by the Operator to the Subscribers comprising of channels of various broadcasters.
- (xxi) **“STB”** means the Operator provided and/or the Operator authorized QAM set top box (embedded with the Operator designated vendor designed CAS microchip) installed in the premises of the Subscriber as connected to the television of the Subscriber that allows the Subscriber to receive the Subscribed Channels in unencrypted and descrambled form through the Digital Addressable Cable Television Network of the Cable Operator affiliated with the Operator or through the Digital Addressable Cable Television Network of the Operator.
- (xxii) **“Subscriber”** means a person who receives signals of Subscribed Channels through a STB at a place indicated by such person to the Operator/ a Cable Operator affiliated with the Operator and uses the same for domestic purposes without further transmitting it to any other person and specifically excludes Commercial Subscriber. For the sake of clarity, one STB in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the Operator or through a Cable Operator affiliated with the Operator shall be treated as one Subscriber.
- (xxiii) **“Subscribed Channels”** means the channels from amongst the Channels subscribed/carried by the Operator, as are specifically identified by the Operator by assigning tick marks (✓) against such channels from amongst the Channels listed in Annexure A to this Agreement.
- (xxiv) **“Subscriber Management System”** or **“SMS”** means a central system or device located within India, which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or Package(s) of channels subscribed to by the Subscriber, price of such channels or Package(s) of channels as defined in the system, the activation or deactivation dates and time for any channel or Package(s) of channels, a log of all actions performed on a Subscriber’s record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period. SMS shall always be in compliance of the technical specifications as laid out in TRAI’s Interconnection Regulations and amendment, thereto or any other applicable laws and regulations.
- (xxv) **“Subscriber Reports”** means the monthly Subscriber reports to be provided by the Operator to the Broadcaster in terms of Clause 10 of this Agreement.
- (xxvi) **“Marks”** shall mean all Intellectual Property owned or used by the Broadcasters and/or its affiliates from time to time in connection with the Channel/Subscribed Channels, including, without limitation, the trade names and trademarks specified by the Broadcaster or otherwise notified in writing by the Broadcaster from time to time.
- (xxvii) **“TDSAT”** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (xxviii) **“Technical Specifications”** means the technical specifications set forth in *Schedule 1* to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (xxix) **“Term”** means, with respect to each Subscribed Channel, the period commencing from the Effective Date and expiring on completion of 12 (Twelve) months, unless terminated earlier in terms of this Agreement.
- (xxx) **“Territory”** means the entire territory of India.
- (xxxi) **“TRAI”** means the Telecom Regulatory Authority of India.

2. INTERPRETATION:

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

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

3. NON-EXCLUSIVE RIGHT:

On the basis of the representations, warranties and undertakings given by the Operator, and subject to the Operator paying the Monthly License Fees, the Broadcaster, hereby grants non-exclusive right to the Operator to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of such Subscribed Channels to the Subscribers (either directly or through affiliated Cable Operators) in a securely encrypted manner during the Term (both to be done at the Operator's sole cost and expense), subject to the Operator complying with all the terms and conditions as set out in this Agreement. The Operator hereby specifically understands and acknowledges that the Operator shall not have the right to upgrade the standard definition feed of the Subscribed Channels to high definition feed (by using any technology now available or which may become available in future) at the time of re-transmitting the Subscribed Channels through its HITS Distribution Systems. The Operator further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the Operator to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever. All distribution rights not specifically and expressly granted to the Operator under this Agreement, including without limitation, Cable (analogue), DTH, PPV, NVOD, SVOD, VOD, personal computer, mobile telephony, or any technology now available or which may become available in future are reserved by the Broadcaster .

4. OBLIGATION OF THE OPERATOR:

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

5. MONTHLY LICENSE FEES:

- (i) For each month or part thereof during the Term, the Operator shall pay to the Broadcaster the Monthly License Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.
- (ii) The a-la-carte rate ("Rates") per Subscriber is set out in Annexure A to this Agreement, respectively. The Rates mentioned in the Annexures to this Agreement, as referred to above, are exclusive of all taxes and levies.
- (iii) The "Monthly Average Subscriber Level" for any channel is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.

6. CALCULATION OF MONTHLY LICENSE FEE:

- (i) In case the Operator avails one or more or all Channels of the Broadcaster, on a-la-carte rate basis:
 - (a) If the Operator is providing the Subscribed Channels on a-la-carte basis to its Subscribers, the Monthly License Fee payable to the Broadcaster for such a-la-carte Subscribed Channels shall be equal to the a-la-carte Rate as set out in Annexure A of this Agreement, multiplied by the applicable Monthly Average Subscriber Level for such Subscribed Channel(s) on a-la-carte basis.
 - (b) If the Operator does not offer such opted a-la-carte Subscribed Channel(s) as a-la-carte to its Subscriber but offers the a-la-carte Subscribed channel(s) in packages, then the Monthly License Fee payable to the Broadcaster for each of the a-la-carte Subscribed Channels shall be calculated on the basis of Monthly Average Subscriber Level of the package in which such opted a-la-carte Subscribed Channel has been placed.
- (a) The a-la-carte rate of the Channels shall be subject to amendments by the Broadcaster during the Term in accordance with any change in Applicable Laws and such revised rates shall apply from the date such amendment/revision is notified by such authority without any further intimation or action by either party and/or the pricing policy of the Broadcaster from time to time. Upon such amendment/revision, the Operator agrees to pay the revised License Fee with immediate effect without raising any dispute. It is further agreed that in case the Operator has paid any fees in advance, the differential

amount of the License fee, from the effective day of such revision will be paid by the Operator on a pro rata basis within a period of seven days from the receipt of the notice of revised fee from the Broadcaster.

- (b) The Broadcaster reserves the right to revise the Tariffs of the HD Channels Monthly License Fees during the Term..
- (ii) Any discounts or similar offerings made by the Operator to the Subscribers in respect of the Subscribed Channel(s) shall be at the sole cost and expense of the Operator.

7. PAYMENT TERMS:

- (c) The Broadcaster shall raise monthly invoices on the Operator, for the Subscribed Channels towards the applicable Monthly License Fees, together with applicable taxes, for the concerned month on the Operator within 7 (seven) days of receipt of the Subscriber Report of the Operator.
- (d) In case the Operator fails to provide the applicable Subscriber Report within the prescribed period of seven (7) days, the Broadcaster shall have the right to raise a provisional invoice on the Operator (such provisional invoice amount to be not more than the last invoice raised by the Broadcaster on the Operator and reconciliation shall be undertaken by the Parties once the applicable Subscriber Report is received from the Operator) and the Operator shall be under obligation to pay the Monthly License Fees on the basis of such provisional invoice. The Operator understands and acknowledges that non-receipt of dispatched invoices from the Broadcaster shall not relieve the Operator from its obligation to make the payments of the Monthly License Fees within the Due Date (as defined below). In the event the Operator does not receive the invoice for a particular Month (as defined below) by the 15th day of such month, then the Operator shall promptly intimate the Broadcaster about the same and request for issuance of duplicate invoice. All such communication shall mandatorily be addressed/marked to the attention of Chief Financial Officer of the Broadcaster. Additionally, the Operator shall make payment of provisional Monthly License Fees (such amount to be not more than the last payment made by the Operator to the Broadcaster towards Monthly License Fees) and reconciliation shall be undertaken by the Parties once the applicable invoice is received by the Operator from the Broadcaster.
- (e) The Operator shall pay to the Broadcaster the Monthly License Fee in arrears within fifteen (15) days of receipt of invoice from the Broadcaster (“**Due Date**”), without any deduction except deduction of withholding tax/TDS as provided in this Agreement. Such payment shall be made in the name of “**Disney Broadcasting (India) Limited**” and shall be valid discharge of liability towards the Broadcaster towards payment of Monthly License Fees for the applicable month. It is understood and mutually agreed upon that for the purpose of this Agreement, the month shall start from 1st day of each calendar month and end on the last day of such month (“**Month**”). The Monthly License Fees are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the Operator’s cost and shall be charged at the prevailing rates by the Broadcaster, to the Operator.
- (f) Failure on the Operator’s part to make applicable payment within the applicable Due Date shall constitute a material breach on part of the Operator hereunder entitling the Broadcaster, to initiate against the Operator applicable legal proceedings available to the Broadcaster under Applicable Laws. Additionally, any due payment from the Operator post expiry of the Due Date shall attract interest at the rate of 24% (twenty four percent) per annum until the date the due payment, along with the applicable interest, is paid in full. The imposition and collection of interest on late payments does not constitute a waiver of the Operator’s obligation to pay the Monthly License Fee by the Due Date, and the Broadcaster, shall retain all of its other rights and remedies under the Agreement and/or Applicable Laws.
- (g) If under applicable Indian tax laws, any payments from Operator to the Broadcaster, are subject to deduction of tax at source, then the Operator shall (i) deduct/withhold the applicable amount of income tax deducted at source in the name of the Broadcaster, (ii) remit/deposit such deducted withholding tax amount to the applicable Indian tax authority in the name of the Broadcaster within the due dates prescribed under the applicable Indian tax law, and (iii) within the applicable statutory period as per the applicable Indian tax law, deliver all documents to the Broadcaster evidencing such statutory deductions.
- (h) No cash payments shall be made by the Operator towards the Monthly License Fees or any other dues whatsoever. However in the event a cheque is issued by the Operator and such cheque is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to the Broadcaster under Applicable Laws, the Operator shall be liable to pay the Broadcaster, an amount of not less than Rs. 1,500/- for each such dishonored, disapproved or rejected cheque.
- (i) The Operator shall have no right to withhold or claim adjustment/set off Monthly License Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against the Broadcaster etc.).

8. REPLACEMENT/CONVERSION OF CHANNEL:

- (i) The Broadcaster, reserves the right at any time during the Term to remove and/or delete any television channel from the Subscribed Channels (“**Removed Channel**”) and the applicability of this Agreement with respect to the Removed Channel shall stand terminated. The Broadcaster shall have the right to replace any Removed Channel with a replacement channel or to add any channel to the list of Channels and to grant the distribution rights to Operator in respect of the replacement or new channel. If any channel is removed, replaced or added to the list of Channels, the Monthly License

Fee payable shall be computed as per Applicable Laws. For avoidance of doubt it is hereby clarified that the Broadcaster, shall use its best commercial endeavors to provide reasonable notice to the Operator with respect to removal or replacement of Subscribed Channels, provided however that failure to provide any such notice to the Operator shall not be deemed a breach of the Broadcaster's obligations hereunder. Additionally, the Operator hereby undertakes not to involve the Broadcaster and indemnify the Broadcaster from any claim/damage/legal proceedings that may be brought against the Operator by any of the Subscriber on account of such Removed Channels (with or without prior notification) and/or increase, if any, in the subscription rates that the Operator may choose to levy on the Subscriber.

- (ii) It is hereby clarified for the avoidance of doubt that amongst the Channels/Subscribed Channels, if any free-to-air channel is converted as a pay channel or if any pay channel is converted into a free-to-air channel, as applicable, the Monthly License Fee payable shall be computed as per Applicable Laws.

9. DELIVERY AND SECURITY:

- (i) The Operator shall retransmit the signals of the Subscribed Channels to the Subscribers in a securely and encrypted manner. The Operator undertakes to carry the Subscribed Channels in its entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-through or crawls, deletions or additions, except as authorized in advance in writing by the Broadcaster, including for any electronic program guide. The Operator shall not retransmit any portion of the Subscribed Channels except as specifically authorized by the Broadcaster. Subject to Applicable Laws, the Broadcaster have the right to alter any or all of the Subscribed Channels, including the names, logos of the Subscribed Channels, the programming exhibited on the Subscribed Channels and the mode of offering of the Subscribed Channels.
- (ii) The transmission specifications and infrastructure allocated in respect of the broadcast signal of the Subscribed Channels by the Operator to the Subscribers shall be no worse than that of the signal of any other channel within the same genre on its HITS Distribution system platform.
- (iii) It is expressly agreed that the Operator shall only offer all/any Subscribed Channels at all times during the Term to the Subscribers as a linear television service only on a 24 hour per day, 7 day per week, 365(6) days a year basis, with effect from such Subscribed Channels being activated at the Subscriber's end on account of it being offered in a Package or such Subscribed Channels being availed on a-la-carte basis by the Subscriber, till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to such Subscribed Channel(s) or Packages containing such Subscribed Channel(s) in accordance with Applicable Laws/extant regulations. Provided that the Operator shall keep such Subscribed Channel(s) or Packages containing such Subscribed Channel(s) active at the Subscriber's end for a minimum period of six (6) months from the date such Subscriber has subscribed to such Subscribed Channel(s) or Packages containing such Subscribed Channel(s), however, subject to availability of the Subscribed Channel(s) on the HITS Distribution System of the Operator. It is agreed that no independent advertising shall be inserted by the Operator and the Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.
- (iv) The Operator shall provide access to the Subscribed Channel(s) on a non-discriminatory basis.
- (v) It is clarified that the Operator shall offer the Subscribed Channel(s) to Subscribers on as-is basis and shall not offer any of the Subscribed Channel(s) on the basis of any specific programming event, feature, characteristic or attribute. The Operator shall cause continuous distribution of the Subscribed Channel(s) to all Subscribers during telecast without blacking it out or interfering with it in any manner whatsoever.

10. ANTI-PIRACY:

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Subscribed 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**") & security specifications as are set forth in Schedule 2 and/ or may be specified, in a non-discriminatory manner in writing, from time to time, by the Broadcaster.
- (ii) To ensure the Operator's ongoing compliance with the maintenance and implementation of the Security Systems set out in the Agreement, the Broadcaster may require technical audits ("**Technical Audit(s)**") conducted by an independent security technology auditor approved by the Broadcaster in writing no more than twice during the Term, at the Broadcaster's cost and expense. If the results of any Technical Audits are not found to be satisfactory by either the Operator or the Broadcaster, then the Broadcaster, shall work with the Operator in resolving the issues in the next fourteen (14) business days. If a solution is not reached at by then, the Broadcaster, may, in its sole discretion, suspend the Operator's right to distribute the Subscribed Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to the Broadcaster's satisfaction on behalf of the Broadcaster. The Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to the Broadcaster's satisfaction on behalf of the Broadcaster.

- (iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Subscribed Channels, distributed / transmitted through its HITS Distribution System at least every 10 minutes on 24 x 7 x 365(6) basis.
- (iv) The Operator shall not authorize, cause or suffer any portion of any of the Subscribed Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Operator at the time the Subscribed Channels are made available. If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, the Operator shall within 10 minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, notify the Broadcaster, and the Operator shall also switch off the concerned STB to prevent such unauthorized use. However, use of a STB with personal video recorder/digital video recorder facility which has been supplied by the Operator shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber.
- (v) If so instructed by Information (as defined below) by the Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/subscriber indulging in piracy, within 10 minutes from the time it receives such Information 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 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.
- (vi) The Broadcaster plans to actively combat piracy of the Channels in the Territory and the Operator undertakes to work closely and provide all such assistance to the Broadcaster, as may be reasonably required by the Broadcaster in that regard. The Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in **Schedule 2**.

11. SUBSCRIBER REPORTS:

- (i) The Operator shall maintain at its own expense a Subscriber Management System which should be fully integrated with the CAS, at a minimum, capable of,
 - (a) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - (b) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - (c) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - (d) administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of programming packages;
 - (e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - (f) Enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
- (ii) The Operator shall provide to the Broadcaster complete and accurate opening and closing subscriber monthly reports for the Subscribed Channels and the Package containing the Subscribed Channels within seven (7) days from the end of each month in such format as is set forth in **Annexure C** attached hereto or in such format as may be specified by the Broadcaster from time to time along with such other information as the Broadcaster may require for determining the Monthly Average Subscriber Base and the Monthly License Fees.
- (iii) Such Subscriber Reports shall be system generated only through SMS and CAS and the same should be in a pre-defined read only format such as a suitable PDF format which cannot be manually edited and shall specify all information required to calculate the Monthly Average Subscriber Level. The Subscriber Report shall include the correct and updated details of the Cable Operators served by the Operator, such Cable Operators' downline link operators & their territory of operation, subscriber count, details of the subscribed channels & packages and the Monthly License Fees payable to the Broadcaster. Such Subscriber Reports shall be signed and attested by an officer of the Operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct. Any difference between the SMS and CAS reports shall have to be reconciled to the satisfaction of the Broadcaster. Such provisioning of Subscriber Report shall constitute material breach of obligation on the part of the Operator.
- (iv) The Operator shall also include in its Subscriber Report, comprehensive details of all incidents of piracy and signal theft involving the Operator's HITS Distribution System, the names of perpetrators involved in such incidents. The Operator shall provide such information promptly to the Broadcaster and co-operate with the Broadcaster to take such action as per the Applicable Law. The obligation of 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 Monthly License Fees is payable.

- (v) The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable the Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports supplied by Operator pursuant to this Clause, (ii) the payments due to the Broadcaster thereunder, and (iii) Operator's compliance with its anti-piracy obligations as set out in this Agreement.

12. AUDIT:

- (i) The Broadcaster's representatives shall have the right, not more than twice during the Term, to review and / or audit the SMS, CAS, other related systems and records of SMS of the Operator relating to the Subscribed Channels for the purpose of verifying the correctness of the information contained in Subscriber Reports and Operator's full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional license fees are payable to the Broadcaster, the Operator shall immediately pay such additional license fees, as increased by interest levied at the rate of twenty four percent (24%) per annum. If any license fees due for any period exceed the Monthly License Fees reported by the Operator to be due for such period by 2% (two percent) or more, the Operator shall pay all of the Broadcaster's costs incurred in connection with such review and/or audit, and take any necessary actions to avoid such errors in the future.
- (ii) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.
- (iii) The Broadcaster's auditors shall also have the right to review or audit the books of accounts and records of Operator relating to the Subscribed Channels, once during the Term, for the purpose of verifying the correctness of the amounts payable to the Broadcaster under this Agreement and the correctness of the information contained in Subscriber Reports. The scope of such Audit shall be as set out in Annexure F. If such review or audit reveals that additional fees are payable to the Broadcaster ("Additional Fees determined by Commercial Audit"), Operator shall immediately pay such Additional Fees determined by Commercial Audit, as increased by interest levied at the rate of twenty four percent (24%) per annum. If such Additional Fees determined by Commercial Audit is more than five per cent (5%) of the Monthly License Fees for the applicable period already paid by Operator to the Broadcaster, the Operator shall pay all of the Broadcaster's costs incurred in connection with such review and/or audit, and undertake to take any necessary actions to avoid such errors in the future. Further in such a case where there is a discrepancy of 5% or more, as detailed in this clause, the Broadcaster shall be permitted to be undertake such review/audit carried once in every quarter henceforth, however at the Broadcaster's sole discretion. For the sake of clarity, if such quarterly review/audit shows any discrepancy, then the Operator shall be liable to reimburse the Broadcaster's costs incurred in connection with such review and/or audit.
- (iv) The Operator shall provide full cooperation to the Broadcaster's Auditors in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to the Operator's facilities and systems including but not limited to SMS, CAS, IT systems and providing documents as may be required by the Auditors. The Operator shall have no objection to Auditors carrying/using their own equipment's, systems including but not limited to laptop, software & hardware for conducting such audit and shall be provided with free ingress and egress from the premises where in such audit is conducted. This shall also apply to Technical Audits. Any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement.

13. TERM & TERMINATION:

- (i) The Agreement shall be valid for the Term with respect to each Subscribed Channel.
- (ii) Either Party has a right to terminate this Agreement, in the event of:
 - (g) material breach of this Agreement by the other Party which has not been cured within 30 (30) days (any other period as specified by Applicable Law) of being required in writing to do so;
 - (h) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
 - (i) the HITS Distribution System license or any other material license necessary for the Operator to operate its HITS Distribution System for providing HITS service being revoked at any time other than due to the fault of the Operator.
- (iii) The Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator in the event (a) the Operator breaches any of the anti-piracy requirements and fails to cure such breach within ten (10) days of being required in writing to do so; and/or (c) the Broadcaster discontinues the Subscribed Channels with respect to all distributors and provides the Operator with at least ninety (90) days prior written notice.
- (iv) The Operator shall have the right to terminate this Agreement on written notice to the Broadcaster if the Operator discontinues its HITS Distribution System and provides at least ninety (90) days prior written notice.
- (v) The Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator and disconnect/deactivate signals of the Subscribed Channels to the Operator and/or take any other action as may be appropriate, upon occurrence of any of the following:
 - (a) In case of winding up proceedings initiated against the Operator;
 - (b) In the event of assignment of the Agreement by the Operator without prior written approval of the Broadcaster;
 - (c) If the Operator voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels through its HITS Distribution System (including but not limited to entering into an agreement/arrangement with another the Broadcaster for operational and/or administrative and/or funding purposes, etc.);
 - (d) In the event the Broadcaster is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster to provide the Subscribed Channels or any part

- thereof to the Operator or limit the Operator's right or authorization to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts the Broadcaster from providing the Subscribed Channels to the Operator under the terms of this Agreement.
- (vi) The Broadcaster's rights to terminate the Agreement shall be without prejudice to the Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

14. CONSEQUENCES OF EXPIRY/TERMINATION:

- (i) Upon expiry/termination of the Agreement:
- (a) The Broadcaster, shall disconnect/deactivate signals of the Subscribed Channels to the Operator's HITS Distribution System;
 - (b) The Operator shall within seven (7) days of the expiry/termination pay to the Broadcaster all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/ claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to the Broadcaster, under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 24% per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
 - (c) The Operator shall immediately return the Equipment of the Subscribed Channels to the Broadcaster in good working condition failing which the Operator shall be liable to compensation/damages, equivalent to the Monthly License Fees last paid by the Operator, for each month of delay, on a pro-rata basis.
 - (d) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession.
 - (e) The Operator shall stop representing itself as Operator of the Broadcaster.
 - (f) The Operator shall cease to use the Intellectual Property of the Broadcaster and/or its affiliates.
- (ii) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

15. EQUIPMENT:

- (i) The Broadcaster, shall at the request of the Operator supply or cause to be supplied the Equipment to the Operator or has already supplied such Equipment directly or through suppliers nominated by it which are essential for receiving the Subscribed Channels being non-exclusively given herein. The Equipment shall at all times remain the sole and exclusive property of the Broadcaster and shall be under the control of the Broadcaster and shall never be construed as a sale or given on right to use, of the Equipment, to the Affiliate under any circumstances, and accordingly, no price is payable by the Affiliate to the Broadcaster. The Affiliate shall not use the Equipment for any other purpose at any point of time without the express prior written consent of the Broadcaster.
- (ii) In the event the Operator merges or amalgamate with another entity or ceases to operate its HITS Distribution System, the Equipment supplied by the Broadcaster, to the Operator shall be returned forthwith to the Broadcaster. In case the Equipment are damaged due to negligence of the Operator, the Broadcaster, shall be authorized to recover the actual repair cost from the Operator and in the event the Equipment are beyond repair, the Operator shall be liable to pay to the Broadcaster the cost of such Equipment as on the date it was supplied to the Operator.
- (iii) In order to take back possession of the Equipment from the Operator, the Operator shall ensure that the personnel/representative of the Broadcaster, are allowed free and unobstructed access to the premises of the Operator where the Equipment are installed, and the Operator shall not interfere with such procedure.
- (iv) The Operator may be required to purchase from the Broadcaster or from the Broadcaster's approved vendors, the integrated receiver decoders that shall be in compliance with the Technical Specifications or, depending on availability, the Broadcaster, may provide on loan to the Operator such integrated receiver decoders subject to payment of activation fee and annual maintenance fee, as applicable, at the sole discretion of the Broadcaster. The integrated receiver decoders provided by the Broadcaster shall at all times remain the property of the Broadcaster.

16. SECURITY DEPOSIT FOR THE EQUIPMENT:

- (i) In the event the Operator requests, the Broadcaster may, supply or cause to supply the Equipment to the Operator in terms of the Broadcaster's then applicable policy. At its discretion, the Broadcaster may require the Operator to make the following payments against delivery of the Equipment:
- (a) **Refundable Security Deposit:** the Broadcaster may require the Operator to pay such amount as may be determined by the Broadcaster from time to time and communicated to the Operator, for each digital satellite receivers/integrated receiver decoder provided by the Broadcaster to the Operator under this Agreement. Such refundable security deposit amount shall be refunded by the Broadcaster to the Operator upon expiry or earlier termination of the Agreement, subject to the Operator returning the Equipment (reasonable wear and tear acceptable) and also subject to the Broadcaster setting off the refundable security deposit amount, or part thereof, with any amount receivable by the Broadcaster, from the Operator on such date of expiry or termination of the Agreement.

- (ii) The abovementioned deposit shall be collected on a one time basis during the Term for each of the Subscribed Channels or for any new channel introduced by the Broadcaster and subscribed for by the Operator. It is expressly agreed between the Parties that if within one (1) month of the request made, the Operator does not intimate the Broadcaster, of receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

17. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER:

- (a) The Broadcaster represents to the Affiliate that it has the requisite powers and authority to enter into the Agreement, and to fully perform its obligations hereunder.
- (b) As on date of this Agreement, the Channels are registered in the Territory with MIB and with any other authority as required under Applicable Law.
- (c) The distribution of the Channels is allowed in the Territory.

18. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR:

- (i) The Operator represents, warranties and undertakes the following to the Broadcaster:
- (a) The Operator has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) By executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party.
- (c) The Operator has a valid and subsisting license from the applicable statutory authority which permits operation of the Operator's HITS Distribution System and the Operator undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to the Broadcaster, as and when called upon to do so by the Broadcaster.
- (d) it shall provide the following upon execution of the Agreement:-
- CAS declaration from the Conditional access vendor (CA declaration form enclosed as Annexure D); and
 - SMS declaration from the SMS vendor (SMS declaration form enclosed as Annexure E).
- (e) The Operator's HITS Distribution System shall not use any such equipment which is identified as unlawful or which renders network security vulnerable.
- (f) The Operator undertakes to encrypt the signals of the Subscribed Channels with the best encryption technology available from time to time and in any case with such encryption which is at par with international industry standards.
- (g) The Operator undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Operator in the packages offered to the Subscriber.
- (h) The Operator undertakes to carry all language feeds of the Subscribed Channels.
- (i) The STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs, and their installed CAS microchip, shall prohibit use of digital outputs.
- (j) The Operator shall provide the accurate Subscriber Reports and pay the accurate Monthly License Fees, together with applicable taxes, in a timely manner, failing which, the Operator shall be liable to pay applicable interest along with the due payment. This Agreement may also be terminated by the Broadcaster for not providing the Subscriber Reports.
- (k) The Operator shall not retransmit the Subscribed Channels via any medium other than its HITS Distribution System.
- (l) the Operator shall not offer any pay channel(s) from amongst the Subscribed Channels as a free to air channel to the Subscribed.
- (m) the Operator shall make available to the Broadcaster, every month, logs containing channel wise history of all the activations and de-activations of all the STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the CAS provider personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.
- (n) the Operator shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.
- (o) the Operator shall provide the Broadcaster, for anti-piracy monitoring of every Subscribed Channel/Package distributed by the Operator, 10 STBs for which the Broadcaster shall pay applicable charges.
- (p) The Operator undertakes not to distribute the Subscribed Channels (either directly or indirectly through its Cable Operators) to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties.
- (q) The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to the Broadcaster delivering the signals of Subscribed Channels to the Operator of a quality sufficient to permit the Operator to reasonably comply with such standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per

- month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify the Broadcaster of any degradation to any of the Subscribed Channels' signals.
- (r) The Operator shall ensure that EPG functionality, user interface and on screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10 % of the television screen from bottom.
 - (s) The Operator undertakes that while retransmitting signals of the Subscribed Channels through its HITS Distribution System in the manner contemplated under this Agreement, the Operator shall mandatorily use its on-screen visible watermark/logo.
 - (t) The Operator shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except the Operator's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more than 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.
 - (u) The Operator undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
 - (v) The Operator undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Operator further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify the Broadcaster, of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by the Broadcaster, to take such steps as are reasonable and appropriate to cause such activities to cease.
 - (w) The Operator undertakes not to push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.
 - (x) The Operator undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.
 - (y) it shall always encourage the Subscribers/consumers to subscribe/avail and view all the Subscribed Channel(s). Operator further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscriber Channel(s), nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of the Broadcaster and/or the Subscribed Channel(s).
 - (z) The Operator undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of the Broadcaster. Further, the Operator undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allows anybody else to do the same, without prior written permission of the Broadcaster and shall indemnify the Broadcaster against any damage, destruction, theft or loss of the Equipment.
 - (aa) The Operator undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom.
 - (bb) The Operator undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster, in the event of any mechanical/technical fault in the Equipment.
 - (cc) Upon expiry/termination of the Agreement, the Operator undertakes to return to the Broadcaster the Equipment in good working condition and pay to the Broadcaster all outstanding payments that may be payable to the Broadcaster under the Agreement on the date of termination.
 - (dd) Upon change in the designated satellite of the Subscribed Channels, the Operator undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
 - (ee) The Operator undertakes to promptly intimate the Broadcaster, of any change in ownership or sale of the business/assets of the Operator.
 - (ff) The Operator undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to the Broadcaster and/or its representatives for inspection/audit upon reasonable notice. The Operator undertakes to provide all assistance to the Broadcaster for conducting survey to determinate the actual subscriber base of the Operator. The Operator undertakes to furnish and submit to the Broadcaster all information and/or documents as may be required by the Broadcaster from the Operator from time to time.
 - (gg) Whenever any of the Channels are launched in high definition format, the Operator shall arrange for distribution of the high definition format signals of the applicable channels through its HITS Distribution System, however, subject to separate commercial arrangement between the Parties.
 - (hh) The Operator undertakes to abide, implement and ensure compliance with the Applicable Laws.

19. ADVERTISING AND PROMOTIONS:

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

20. INTELLECTUAL PROPERTY RIGHTS:

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

21. LIMITATION OF LIABILITY:

Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Broadcaster, except as specifically set forth herein.

22. CONFIDENTIALITY:

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

23. FORCE MAJEURE:

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, occurrence of an event over

which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the Operator/Subscribers.

24. NO AGENCY:

The Operator's status with reference to the Broadcaster is that of independent contractor and non-exclusive right-holder, and nothing contained in this Agreement will be construed as to constitute the Operator and the Broadcaster as a joint venture, partners or agents, nor will any similar relationship be deemed to exist between the Operator and the Broadcaster. The Broadcaster shall not be held responsible or liable to the Operator to any third person for any expense incurred by the Operator unless specifically set forth in this Agreement and/or any Schedule(s), nor will the Broadcaster be held responsible or liable to the Affiliate or to a third person for or on account of any of the Operator's employees or agents. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of this Agreement or by the Broadcaster's delivery of the Subscribed Channels to the Operator. This Agreement between the Broadcaster, and the Operator is on principal to principal basis and is terminable in nature.

Further it is expressly agreed that the Affiliate is further making available the Subscribed Channels in his own right and in the course of its business. Any margin earned by the Affiliate from the subscribers in the course of this non-exclusive license is not commission paid to the Affiliate by the Broadcaster.

25. NO WAIVER:

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

26. ASSIGNMENT:

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

27. INDEMNITY AND THIRD PARTY CLAIMS:

- (a) The Operator shall forever keep and hold the Broadcaster and the Broadcaster's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any of the Broadcaster's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.
- (b) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- (c) The Operator shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Operator and maintaining those approvals, licenses and permissions throughout the Term.
- (d) The Operator acknowledges, accepts and represents to the Broadcaster that the Broadcaster shall not be liable in any manner to the Operator or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable laws.
- (e) This clause shall survive termination of the Agreement.

28. SEVERABILITY:

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

29. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, speed post or registered post acknowledgement due, at the correspondence address of the Operator and the Broadcaster set forth in the Agreement, unless either party, at any time or times, designates another address for itself by notifying the other Party thereof by speed post or registered post acknowledgement due only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by registered post acknowledgement due shall be deemed delivered on the third day from the date of dispatch of such registered post.

All notices to Broadcaster shall be addressed in the attention of Mr. Nitin Dadoo, 1st Floor, Building No. 14, Solitaire Corporate Park, Guru Hargovindji Marg, Chakala, Andheri (East), Mumbai 400 093

30. NO USE OF 'DISNEY' NAME

The Operator will not use the name "Disney" (either alone or in conjunction with or as part of any other words, name, logos or designs) or any trademarks, services marks, logos, fanciful character or design of the Broadcaster or its Corporate Affiliate except as expressly permitted under this Agreement or in any way so as to constitute an endorsement, false association or testimonial, express or implied, of any party (including the Operator), or any service or product, and will not to be involved in or authorize any publicity or advertising in relation to a Disney product (except at the Broadcaster's request) without the Broadcaster's prior written approval. Any breach of the obligations under this Clause shall be deemed a material breach of this Agreement.

("Corporate Affiliate" means and includes all parent, affiliate, and subsidiary company(ies) of the Party in reference, and shall mean, with regard to either party, any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with the party including but not limited to all parent, affiliate, and subsidiary company(ies) of such Party)

31. DATA PRIVACY

The Operator at its option, authorizes and consents to the use of his/her personal or sensitive personal information ("Data") by the Broadcaster including its affiliates, agents, representatives, advisors or subcontractors ("Authorized Entities"), for such lawful purposes as may be deemed necessary pursuant to this Agreement including for making payments due to the Operator. The Operator understands and acknowledges that (i) the Data is the Operator's personal or sensitive personal information as understood within the meaning of the applicable laws; (ii) the Operator has voluntarily and at his/her option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to this Agreement; and (iii) the Data will or may be transferred by the Broadcaster to another party including its affiliates, agents, representatives, advisors or subcontractors, for such lawful purposes as may be deemed necessary pursuant to this Agreement. The use of the Data by Broadcaster shall be governed by the provisions of the global privacy policy including its addendum as applicable to Indian residents, available at www.disney.in. The Affiliate agrees and accepts to be bound by the terms thereof.

32. ANTI-CORRUPTION

The Affiliate agrees to comply fully with the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent, including the laws of India).

33. SANCTIONS AND EXPORT CONTROLS

The Affiliate agrees to comply fully with all applicable sanctions and export control laws, including those of the United States, and those of the jurisdiction(s) where the Agreement will be performed (if different). For the avoidance of doubt it is acknowledged and agreed that the Broadcaster shall have the right to withdraw the rights / authorization with respect to any country which is subject to a trade embargo or other trade restrictions or prohibitions of the United Nations, the United States, or any other jurisdiction, competent organization or body.

34. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of this Agreement.

35. COUNTERPART:

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

36. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedules and Annexes contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties. In the event the Parties fail to mutually agree upon such amendment, the Broadcaster shall have the right to terminate this Agreement without any further obligation towards the Operator.

37. BINDING AGREEMENT:

The present Agreement has been arrived at between the Parties on their own free will, volition and without any force or coercion of any sort, whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year mentioned hereinabove.

<p>For _____</p> <p>Sign: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>Disney Broadcasting (India) Limited,</p> <p>Sign: _____</p> <p>Name: _____</p> <p>Title: _____</p>

Schedule 1

Technical Specifications

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

(A) STB Requirements:

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

(B) Fingerprinting Requirements:

1. The finger printing should not be removable by pressing any key on the remote.
2. The finger printing should be on the top most layer of the video.
3. The finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the finger printing should be changeable from the Headend and should be random on the viewing device.
6. The finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The finger printing should be possible on global as well as on the individual STB basis.
8. The Overt finger printing and On screen display (OSD) messages of the respective broadcasters should be displayed without any alteration with regard to the time, location, duration and frequency.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.
11. If any piracy is reported by the Broadcaster, the Operator shall deactivate the STB and Viewing Card in 10 to 20 minutes of such reporting.

(C) CAS & SMS Requirements:

1. The current version of the Conditional Access System should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
5. The CA provisioning company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - (a) Unique Customer Id
 - (b) Subscription Contract no
 - (c) Name of the subscriber
 - (d) Billing Address
 - (e) Installation Address
 - (f) Landline no
 - (g) Mobile No
 - (h) Email-id
 - (i) Service /Package subscribed to

- (j) Unique STB No
- (k) Unique VC No

8. The SMS should be able to undertake the:
 - (a) Viewing and printing historical data in terms of the activations, deactivations, etc.
 - (b) Location of each and every STB/VC unit
 - (c) The SMS should be capable of giving the reporting at any desired time about:
 - (i) The total no subscribers authorized
 - (ii) The total no of subscribers on the network
 - (iii) The total no of subscribers subscribing to a particular service at any particular date
 - (iv) The details of channels opted by subscriber on a-la carte basis
 - (v) The package wise details of the channels in the package
 - (vi) The package wise subscriber numbers
 - (vii) The ageing of the subscriber on the particular channel or package
 - (viii) The history of all the above mentioned data for the period of the last 2 years
9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
12. The SMS should be able to generate itemized billing such as content cost, rental of the equipment, taxes etc.
13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.

WEBSITE VERSION - NOT FOR EXECUTION

Schedule 2

THE OPERATOR'S ANTI-PIRACY OBLIGATIONS

1. General

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

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 paragraph 2.4;
- 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
- 2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
- 2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
- 2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
- 2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
- 2.2.7 de-authorizing any STB or VC that is found outside the Area or in the possession of a person who is not a bona fide Subscriber.
- 2.3 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 paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Channels/Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other operator.
- 2.4 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 paragraph 2.2.1, 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:
- 2.4.1 Name;
- 2.4.2 Installation address;
- 2.4.3 Billing address (if different);
- 2.4.4 Telephone number of the installation address, where applicable;
- 2.4.5 Subscriber's unique subscriber reference or subscription agreement number;
- 2.4.6 Channels/Package that has been selected;
- 2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;
- 2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
- 2.4.9 Name and unique reference number of the installer (if different from the dealer);
- 2.4.10 VC number; and
- 2.4.11 Unique STB number.
- 2.5 The Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channels/Subscribed Channels can be accessed from addresses which are:
- 2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or
- 2.5.2 outside the Area; or
- 2.5.3 that of a cable head end or any other distributor of such Channel.
- 2.6 In order to ensure that the VC is only activated for bona fide Subscribers, 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.

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

3. Fingerprinting

- 3.1 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 the Broadcaster, 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 the Broadcaster.
- 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 Subscribed 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 Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
- 5.1.1 Any VC or STB is being located, supplied or sold outside the Area,
- 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 If the Broadcaster, or the Operator becomes aware of a Piracy Event, then Operator shall take all necessary steps to prevent such unauthorised or illegal use of the Channels or signals thereof.
- 5.2.1 In the event the Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all reasonable assistance to the Broadcaster to prevent or combat such Piracy Event.
- 5.3 The Operator agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.
- 5.4 The Operator shall investigate and report to the Broadcaster any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels/Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Channels/Subscribed Channels.

Annexure A

Effective Date for the Subscribed Channels: ____ day of _____, 201__

A-LA-CARTE RATES^{##} PER SUBSCRIBER PER MONTH

Tick here (✓)	Channels	A-la-carte Rates (in Rs.)
	bindass PLAY	3.09
	Disney Junior	5.62
	UTV Movies	6.30
	bindass	4.20
	UTV Action	4.20
	Hungama TV	3.51
	Disney Channel	4.00
	Disney XD	4.00

Please note that in addition to the License Fees, the Operator shall be liable to pay applicable taxes including but not limited to service tax as applicable.

Note: This rate card is filed in compliance with the interim order dated April 18, 2011 of the Hon'ble Supreme Court of India and is under protest and without prejudice to the Broadcaster's right to increase the a-la-carte rates prescribed for Digital Addressable Systems, subject to the final outcome of the Civil Appeal Nos. 3896-3903 of 2011 and 2847 to 2854 of 2011 pending adjudication before the Hon'ble Supreme Court of India and/or any other proceedings initiated by the Broadcaster and/or any other broadcaster/entity, inter alia, in relation to The Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable Systems) Tariff Order, 2010 dated July 21, 2010.

The A-la carte rates mentioned herein are in terms of the Order dated April 28, 2015 of the Hon'ble Telecom Disputes Settlement & Appellate Tribunal and Order dated August 4, 2015 of the Hon'ble Supreme Court in Civil Appeal Nos. 5159-5164/5289-5294/5352-5357/5283-5288 of 2015 and without prejudice to broadcaster's right to increase the A-la carte rates prescribed for addressable platforms, subject to any regulations/orders of the TRAI and/or judgment/orders of courts/tribunal in India.

1. This Rate Card is subject to inflation related hike/increase in the rates notified by TRAI by way of Tariff Order or otherwise would become automatically applicable to the agreement w.e.f. the date of such notification and the Operator would be liable to pay the increased license fee from the notification date.

Annexure B

EQUIPMENT DETAIL			
Channels	Digital Satellite Receiver No.:	Viewing Card No.:	Unique Identification No.
bindass PLAY			
Disney Junior			
UTV Movies			
bindass			
UTV Action			
Hungama TV			
Disney Channel			
Disney XD			

WEBSITE VERSION - NOT FOR EXECUTION

Annexure C

Subscriber Report Format

CHANNELS OFFERED ON A-LA-CARTE BASIS

Sl. No.	Channel Name		Opening Subscriber No.		Closing Subscriber No.		Average	
	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

CHANNELS OFFERED AS PART OF PACKAGE

Sl. No.	Package Name		Channel(s) contained therein		Opening Subscriber No.		Closing Subscriber No.		Average	
	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

TOTAL OFFERING ON A-LA-CARTE / PACKAGE BASIS

Sl. No.	Channel Name		Opening Subscriber No.		Closing Subscriber No.		Average	
	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

DETAILS OF MONTHLY ACTIVATION / DE-ACTIVATION:

MONTH:

YEAR:

Sl. No.	Channel Name		Code No. of STBs deactivated within that month		Code No. of STBs activated within that month		Incremental addition / deletion	
	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

AGEING

STBs activated for less than 3 months	STBs activated for more than 3 months but less than 6 months	STBs activated for more than 6 months

DETAILS OF PACKAGES:

MONTH:

YEAR:

Sl. No.	Name of the Packages available on the 1 st day of the month				Name of the Packages discontinued during the month				Name of the Packages created during the month				Name of the Packages available on the last day of the month			
	As Per CAS	Channel Name	As Per SMS	Channel Name	As Per CAS	Channel Name	As Per SMS	Channel Name	As Per CAS	Channel Name	As Per SMS	Channel Name	As Per CAS	Channel Name	As Per SMS	Channel Name

Annexure D

CA 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 HITS 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 E

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 HITS 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 F

Scope of Audit

Head End Audit

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

CAS Audit: Operator to provide all below information correctly:

- Make & version of CAS installed at Head End.
- CA system certificate(with version Information) to be provided by Operator.
- CA system must install the previous version update, and road map to install the upcoming update.
- 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 SOC & smart cards to be uniquely paired from Operator before distributing box down the line.
- Operator to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Broadcaster by means of a fresh undertaking.
- Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Operator. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- 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.

III. SMS Audit:

- All product authorization must be originated from SMS only. Only after origination from SMS, the CAS should be communicated in this regard.
- SMS and CAS should be fully integrated for all the logics (including but not limited to subscriber provisioning, product entitlements etc.).
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - § Unique Customer Id
 - § Subscription Contract number
 - § Name of the subscriber
 - § Billing Address
 - § Installation Address
 - § Landline telephone number
 - § Mobile telephone number
 - § Email id
 - § Service/Package subscribed to
 - § Unique STB Number
 - § Unique VC Number
- The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc. It must also be able to provide this data in digital format (e.g. excel) for further processing and intelligence.
- Location of each and every set top box VC unit
- The SMS should be capable of giving the reporting at any desired time about:
 - § The total no subscribers authorized
 - § The total no of subscribers on the network
 - § The total no of subscribers subscribing to a particular service at any particular date.
 - § The details of channels opted by subscriber on a-la Carte basis.
 - § The package wise details of the channels in the package.
 - § The package wise subscriber numbers.
 - § The ageing of the subscriber on the particular channel or package
 - § Number of STBs activated and deactivated for the same subscriber with date information.
 - § The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit

- (i) Review Complete Network Diagram
- (ii) Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking
- (iv) Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted.
- (v) Review whether Live diagram / fibre 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 support the finger printing and OSD features at Box level, Customer account level as well as Global level.
- (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- (xvi) Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
- (xvii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Broadcaster.
- (xviii) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, package composition, rates,
- (xix) Review of the following reports are supported by SMS & CA System.
 - a. Total no of Subscribers – active & de-active separately
 - b. De-active subscribers with ageing
 - c. Channel wise Subscribers - total
 - d. Channel wise Subscribers – split by package
 - e. Revenue by Package / Channel
 - f. Subscriber/Revenue Reports by State/City
 - g. No of packages/services offered
 - h. List of Channels / rates of each package
 - i. Rate Card Options offered / Attached with active Subscribers
 - j. Historical data reports
 - k. Free / demo Subscribers details
 - l. Exception cases – active only in SMS or CA system

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

- Operator to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- Operator should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by Operator's should be certified by their CAS vendor.
- Forensic watermarking to be implemented on the Operator headend & STBs.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- All the STBs should have embedded Conditional Access.
- The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head end.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing to smart card.
- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections
 - (i) Macro vision 7 or better on Composite video output.
 - (ii) Macro vision 7 or better on the Component Video output.

- (iii) HDCP copy protection on the HDMI & DVI output.
- (iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
 - Types of boxes launched / to be launched:
 - § Vanilla STB
 - § DVR STB
 - § Others (please specify)
 - Please furnish STB details as following:
 - § Open Standards or Proprietary?
 - § Audio Video and Data I/O Configuration?
 - § Local Storage?
 - § Smarts Card?
 - § PVR Functionality?
 - § Tamper Resistance?
 - § I/O Copy Protection(CGMS-A, HDCP etc.)? Please provide the details.
 - § I/O Interface to Other Devices?
 - Are the STB's interoperable?
 - DVR / PVR STB should be compliance of following:
 - § Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - § Recorded content should be encrypted & not play on any other devices.
 - § Recorded content should get automatically deleted once the content license expires.
 - § Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - § User should not have access to install third party application/software.
 - Does the Set Top Box support any type of interactive middleware? Please describe.

Distribution Network Audit: Operator should provide below information in detail:

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

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

- The overt finger printing should not be removable by pressing any key from the remote.
- The overt finger printing should be on the top most layer of the video.
- The finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- The finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
- The location of the finger printing should be changeable from the Head end and should be random on the viewing device.
- The finger printing should be possible on global as well as on the individual STB basis.
- The Overt finger printing and On screen display (OSD) messages of the respective broadcaster should be displayed by the Operator without any alteration with regard to the time, location, duration and frequency.
- Covert finger printing should be available.
- No common interface Customer Premises Equipment (CPE) to be used.
- The STB should have a provision that OSD is never disabled.

Commercial Audit*

1. Provide system generated channel-wise and package-wise reports of channels for the 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/packages containing the Channels
 - Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:
 - Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)

- Analyse the computation of average subscribers
- Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
- 6. Analysis of the following - :
 - Input and change controls of customer data into SMS
 - SMS user access controls – authentication, authorization and logging
 - Analyze system logs to identify any significant changes or trail of changes made
 - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
 - Review the system logic for the reports which are inputs to the 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 a random chosen dates (report to be taken in front of the auditors/ representatives of both parties)
 - Live Demo of the queries being put in to the system to generate different reports.
 - List of CAS and SMS used by Operator in its area of operation. In case more than one CAS and SMS system is used by Operator, then understand and analyze how multiple markets are segregated, controlled, reported and invoiced
 - Similarly, list of head-ends of the operator providing services in its areas of operation and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.
 - In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS.

WEBSITE VERSION - NOT FOR EXHIBITION