

**SUBSCRIPTION AGREEMENT [DIGITAL ADDRESSABLE SYSTEMS]**

**FOR OFFICE USE ONLY**

Agreement No: SA \_\_\_\_\_  
SMS Reference No: \_\_\_\_\_  
Customer Reference No: \_\_\_\_\_

This Subscription Agreement ("**Agreement**") is executed on this \_\_ day of \_\_\_\_, 20\_\_  
by and between:

**Eastern Media Ltd**, a company incorporated under the Companies Act, 1956, and having its registered office at B/27, Rasulgarh Industrial Estate, Bhubaneswar-751010, [hereinafter referred to as "**BROADCASTER**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns];

AND,

Status of OPERATOR/DISTRIBUTOR MSO/DTH Operator  
 In  Ot  
NAME: (M/s): \_\_\_\_\_

Operator's Status:  Company  Partnership Firm  Proprietorship Firm  Individual  UF

Mso/Cable TV/DTH LICENSE. No: \_\_\_\_\_

Validity Period: \_\_\_\_\_

PAN No.: \_\_\_\_\_

Service Tax Registration No.: \_\_\_\_\_  
GST No. \_\_\_\_\_

TAN No.: \_\_\_\_\_

Entertainment Tax Registration No.: \_\_\_\_\_

Address for Communication: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contact Person Name, Designation, Mobile No. & E-mail ID: \_\_\_\_\_

Headend/ Installation Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Emergency Contact Person Name, Mobile No. & E-mail ID: \_\_\_\_\_

Authorized Signatory (Mr. /Ms.): (Resolution/Authorisation) \_\_\_\_\_

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

All above are hereinafter individually and collectively referred to as "**Party**" and "**Parties**", respectively.

**WHERE**

**AS:**

A. Eastern Media Ltd is the broadcaster of signals of channel mentioned herein after authorises inter alia, to the Cable Operators/Distributors/DTH Operators authorized to retransmit signals of satellite television channels through its Digital Addressable System in the areas beyond Odisha including in DAS Areas.

B. The Operator/Distributor as described above is authorized to retransmit signals of satellite television channels through its Digital Addressable System in the DAS Areas.

- C. The Operator is desirous to subscribe the Subscribed Channels for further retransmission through its Digital Addressable System to the Subscribers in the Area and the Broadcaster as above is willing to provide signals of the Subscribed Channels to the Operator for further retransmission through its Digital Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as under: -

The parties agree and refer terms as defined hereunder and further agree to refer same in the manner it is in use in normal business parlance and defined under the Cable Television Networks (Regulation) Act, Telecom Regulatory Authority of India (TRAI) Act and Regulations and advisory issued by TRAI and Ministry of Information and Broadcasting (MIB) to give effect to the statutory requirement.

## 1. DEFINITION

- (i) **“Act”** Shall mean the Cable Televisions Networks Act, 1995 as amended including the Rules and the Telecom Regulatory of India Act and the Regulations, the circulars, notifications issued by the concerned Departments etc.
- (ii) **“Applicable Laws”** means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (iii) **“Area”** means territory as mentioned in the schedule, which forms part of the DAS Areas.
- (iv) **“Bouquet” or “Bouquets”** means package(s) of channels as may come up and notified by broadcaster. Broadcaster has no bouquet presently.
- (v) **“Broadcaster”** This term may be used interchangeably to mean Eastern Media Ltd/ Manjari.
- (vi) **“Conditional Access System” or “CAS”** means conditional access system installed at the Operator’s Cable Television Network head end that enables Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels and the definition assigned to it under the relevant Acts and Regulations is adopted.
- (vii) **“Cable Operator”** means any person who is duly registered under the provisions of the Act and provides Cable Services through a Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network and fulfills the prescribed eligibility criteria and conditions and having License or authorization to operate in DAS area.
- (viii) **“Cable Services”** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (ix) **“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.
- (x) **“Channel”** means the satellite television channels **“Manjari”** for the present and shall include other channels as may be uplinked by first part.
- (xi) **“Commercial Subscribers”** means (i) hotels with ratings of three star and above, (ii) heritage hotels (as specified in the guidelines for classification of hotels issued by Department of Tourism, Government of India), (iii) any other hotel, motel, inn and other commercial establishments providing boarding and lodging having fifty or more rooms; and (iv) in respect of programs of a broadcaster telecast on the occasion of special events for common viewing, any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of fifty persons.
- (xii) **“Confidential Information”** means any confidential information disclosed by BROADCASTER to the Operator while the Operator is participating in the affairs/business of BROADCASTER and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by BROADCASTER during the Term.
- (xiii) **“Digital Addressable System”** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent 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.
- (xiv) **"DAS Areas"** means the areas within the Territory where in terms of notifications issued by the Central Government under sub-section (1) of section 4(A) of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), as amended from time to time, it is obligatory for every cable operator to transmit or re-transmit programs of any channel in an encrypted form through a Digital Addressable System.
- (xv) **"DISTRIBUTOR OF SIGNAL/DTH OPERATOR"**: Shall mean a DTH operator duly licensed by MIB and the RIO shall be used with incorporation or adoption of terms as mandated for subscription.
- (xv) **"Effective Date"** means the date of execution of agreement or any other date as may be agreed and specified in the agreement.
- (xvi) **"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 **Schedule** hereto at the sole cost of the Operator, which enables the Operator decrypt the encrypted signals of the Subscriber Channels.
- (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, logs, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xviii) **"MSO"** means Multi Service Operator duly Licensed by the Ministry of Information & Broadcasting in India.
- (xix) **"Monthly License Fees"** means the monthly subscription fee payable by the Operator as and when the Broadcaster becomes pay channel in terms of the RIO of subscriber or as agreed in this Agreement.
- (xx) **"Tier"** or **"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 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 its Digital Addressable System.
- (xxii) **"Subscriber"** means a person in the Area who receives signals of Subscribed Channels from its Digital Addressable System service provider at a place indicated by such person and uses the same for domestic purposes without further transmitting it to any other person and specifically excludes Commercial Subscriber. For the sake of clarity, one STB in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the Operator either directly or indirectly (through local cable operators) through its Digital Addressable System shall be treated as one Subscriber.
- (xxiii) **"Subscribed Channels"** means MANJARI for the time being and shall include the channels from amongst the Channels and/or Bouquets subscribed/carried by the Operator, as are specifically identified by the Operator by exercising his option against such channels from amongst the Channels and/or Bouquets as may be carried by first part.
- (xxiv) **"Subscriber Management System"** or **"SMS"** means a system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period etc as defined under the Act .
- (xxv) **"Subscriber Reports"** means the monthly Subscriber reports to be provided by the Operator to Broadcaster in terms of this Agreement.
- (xxvi) **"Broadcaster's Marks"** shall mean all Intellectual Property owned or used by broadcaster or its affiliates or the Broadcasters from time to time and with changes carried out in same.
- (xxvii) **"TDSAT"** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi or any other bench as may come up as per provisions of the Telecom Regulatory Authority of India Act,

1997.

(xxviii) "**Technical Specifications**" means the technical specifications set forth in its RIO and the Agreement and to which, the STBs, CAS and SMS must comply with.

(xxix) "**Term**" means the period of one (1) year commencing from the Effective Date.

(xxx) "**Territory**" means the subscribed area as per Agreement.

(xxxi) "**TRAI**" means the Telecom Regulatory Authority of India.

**2. SUPPLEMENTAL DECLARATION:** Parties declare to modify, ratify and adopt such terms and Conditions as may be directed by Authorities or by Judicial Pronouncements to give effect to the agreement.

The channel is presently a FTA channel, however the parties have in principle included standard terms for contingency to be adopted when it becomes pay.

**3. NON-EXCLUSIVE RIGHT:**

The Broadcaster subsequent to signing of agreement grants non-exclusive right to the Operator to receive the signals of the Subscribed Channel purely on the basis of the representations, warranties and undertakings given by the Operator, and subject to the Operator paying the Monthly License Fees, s through the Equipment directly from designated satellites and retransmit the signals of such Subscribed Channels through its Digital Addressable System to the Subscribers ( either directly or through the local cable operators) in a securely encrypted manner during the Term (both to be done at the Operator's sole cost and expense), subject to the Operator complying with all the terms and conditions as set out in this Agreement. The Operator hereby specifically understands and acknowledges that the Operator shall not have the right to upgrade the standard definition feed of the Subscribed Channels/Bouquets 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/Bouquets through its Digital Addressable Systems. The Operator further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the Operator to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever. All distribution rights not specifically and expressly granted to the Operator under this Agreement only,

**4. OBLIGATION OF THE OPERATOR:**

- (i) The Operator shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers through its Digital Addressable System, either directly or through local cable operators.
- (ii) The Operator shall raise monthly invoices on the Subscribers towards subscription of the Channels (from amongst the Subscribed Channels as may be the case in future) and the Operator shall collect monthly fees from the Subscribers as per Tariff orders of TRAI.
- (iii) The channel is presently a FTA and non-collection of the invoiced monthly amounts from the Subscribers shall not be a condition precedent for the Operator to pay the Monthly Subscription Fees in the event of channel becoming a pay channel.
- (iv) The Operator shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.
- (v) The Operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Digital Addressable System and shall regularly provide to broadcaster with updated piracy reports.
- (vi) The Operator shall ensure that the Subscribed Channel is treated at par with respect to competing channels on a genre basis.

**5. MONTHLY SUBSCRIPTION FEES:**

- (i) The channel being FTA no subscription fee would be payable.
- (ii) In the vent of it becoming pay channel the Operator shall pay the Monthly Subscription Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level or as may be mutually agreed.
- (ii) The rate shall be taking into account rate for a-la-carte "Rate" and bouquet rate per Subscriber as may be notified by Broadcaster and shall be governed by supplement terms as may be agreed on said account.

- (iii) The “**Monthly Average Subscriber Base**” 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.

**GENERAL TERM:**

- (i) Parties agree to sign supplement agreements for deciding commercial terms as and when such occasion arises or when Operator avails any other channel of Broadcaster.
- (iii) The Operator in such event shall be required to make payments by the Due Date in accordance with the terms as may be negotiated and agreed by parties.

**8. DELIVERY AND SECURITY:**

- (i) The Subscribed Channels must be delivered by the Operator to subscribers in a securely encrypted manner and without any alteration.
- (ii) The transmission specifications and infrastructure allocated by the Operator in respect of the broadcast signal of the Broadcaster Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.

**9. ANTI-PIRACY:**

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as “**Piracy**”), the Operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as 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 security requirements set out in the Agreement, Broadcaster may require technical audits (“**Technical Audit(s)**”) conducted by an independent security technology auditor (“**Technical Auditor**”), approved by it in writing no more than twice per year during the Term, at Broadcaster’s cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Operator or Broadcaster, then it shall work with the Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, Broadcaster may, in its sole discretion, suspend the Operator’s right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster’s satisfaction the Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to Broadcaster’s satisfaction.
- (iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x7 x 365(6) basis.
- (iv) The Operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Operator at the time the Channels are made available. If the Operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Operator shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify Broadcaster and the Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box 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 Set Top Box 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 Broadcaster, the Operator shall shut off or de- authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through email 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 Broadcaster or it’s representatives through other means of communications such as telephonic message, fax etc. and the said “information” shall later be confirmed by it through e mail and the Operator shall be under obligation to act upon such information.

- (vi) 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 Broadcaster as may be reasonably required by it in that regard. The Operator shall, at its own expense, take all necessary steps to comply with obligations as prescribed and set forth in anti piracy policy.

#### **10. SUBSCRIBER REPORTS:**

- (i) The Operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System). The Operator shall provide to Broadcaster complete and accurate opening and closing subscriber monthly reports for the Subscribed Channels and the tier and/or package containing the Subscribed Channels within seven (7) days from the end of each month in the prescribed format. If any Subscriber has opted for more than one connection from the Operator, all such additional connections must feature in the Subscriber Report.
- (ii) Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each Broadcaster and each package in which a Broadcaster's Channel is included) and the License Fees as may become payable 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.
- (iii) The Operator shall also include in its Subscriber Report, comprehensive details of all incidents of piracy and signal theft involving in its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report. The obligation of Operator to provide to Broadcaster the Subscriber Reports shall survive termination of the Agreement until Broadcaster receives the Subscriber Reports for each relevant month for which any Monthly License Fee is payable.
- (iv) 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 Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports supplied by Operator pursuant to this Clause, (ii) the payments due to it as and when such contingency arises, and (iii) Operator's compliance with its anti-piracy obligations as set out in this Agreement.

#### **11. AUDIT:**

- (i) BROADCASTER's representatives shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the Operator relating to the Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to it under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional fees are payable to BROADCASTER, the Operator shall immediately pay such fees.
- (ii) Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the Operator to be due for such period by two (2) percent or more, the Operator shall pay all of BROADCASTER's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.
- (iii) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.
- (iv) The Operator will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:
  - (a) Maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
  - (b) Administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
  - (c) Handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
- (v) 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;

- (vi) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion; and
- (vii) Enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

**12. TERM:**

- (i) As mutually agreed between BROADCASTER and the Operator subject to a minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.
- (ii) The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.

**13. TERMINATION:**

- (i) Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:
  - (a) Material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so;
  - (b) The bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
  - (c) The digital addressable cable TV system license or any other material license necessary for the Operator to operate its digital addressable cable TV system service being revoked at any time other than due to the fault of the Operator. BROADCASTER shall have the right to terminate this Agreement by a written notice to the Operator if (i) 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; or(ii) BROADCASTER discontinues the Subscribed Channels with respect to all distributors and provides the Operator with at least ninety (90) days prior written notice.
- (ii) The Operator shall have the right to terminate this Agreement on written notice to BROADCASTER if the Operator discontinues its digital addressable cable TV system business and provides at least ninety (90) days prior written notice.
- (iii) BROADCASTER shall have the right to terminate this Agreement, or part thereof, by a written notice to the Operator if (a) the Operator breaches any of the Anti-Piracy obligations and fails to cure such breach within ten (10) days of being required in writing to do so; or (b) BROADCASTER ceases to distribute any of the Subscribed Channels and provides ninety (90) days' prior written notice to the Operator in that regard.
- (iv) BROADCASTER shall have the right to forthwith terminate this Agreement 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 dissolution of the partnership or winding up proceedings against the Operator;
  - (b) In the event of assignment of the Agreement by the Operator without it's prior written approval;
  - (c) If the Operator voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels (including but not limited to entering into an agreement/arrangement with another Broadcaster for operational and/or administrative and/or funding purposes, etc.);
  - (d) In the event BROADCASTER/ Broadcasters is/are subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of BROADCASTER/ Broadcasters 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 BROADCASTER/ Broadcasters to provide the Subscribed Channels to the Operator under the terms of this Agreement;
  - (e) If the Equipment are removed from the Installation Address without prior written consent of BROADCASTER or is being used or intended to be used, at a place other than the Installation Address;
  - (f) If the Operator's representations, warranties contained in this Agreement are found to be untrue; and
  - (g) If the Operator does not comply with any rules, regulations, orders of TRAI or any other government or statutory body/court or tribunal.
- (v) The Parties agree that if any of the agreements between BROADCASTER and the Broadcasters relating to BROADCASTER's right to distribute any of the Subscribed Channels in the Territory is terminated, then the part of the Agreement pertaining to the said Subscribed

Channel shall stand terminated. In such an event, fresh Annexure shall be executed between the Parties at mutually agreed terms, subject to applicable law.

- (vi) BROADCASTER's rights to terminate the Agreement shall be without prejudice to BROADCASTER's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.
- (vii) The Operator shall have the right to terminate this Agreement on written notice to BROADCASTER if the Operator discontinues its digital addressable cable TV system business and provides, if possible, ninety (90) days prior written notice.

#### **14. CONSEQUENCES OF EXPIRY/TERMINATION:**

- (i) Upon expiry/termination of the Agreement:
  - (a) BROADCASTER shall disconnect/deactivate signals of the Subscribed Channels, and any agreement between the Parties for carriage/placement of the Subscribed Channels on the Cable Television Network of the Operator ("**Allied Agreements**") shall automatically terminate.
  - (b) The Operator shall forthwith pay the outstanding amounts under the Agreement to BROADCASTER, failing which, without prejudice to BROADCASTER's rights to take appropriate legal action against the Operator, BROADCASTER reserves the right to adjust such outstanding amounts from the amounts payable by BROADCASTER to the Operator under the Allied Agreements.
  - (c) The Operator shall immediately return the Equipment of the Subscribed Channels to 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; and
  - (d) The Operator shall within seven (7) days of the expiry/termination pay to 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 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 18% (eighteen per cent) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
  - (e) 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) BROADCASTER shall supply or cause to be supplied the Equipment to the Operator, directly or through suppliers nominated by BROADCASTER within seven (7) days after execution of this Agreement. The Equipment shall at all times remain the sole and exclusive property of respective Broadcasters.
- (ii) If the Operator merges or amalgamate with another Cable Operator or ceases to operate its Digital Addressable Systems, the Equipment supplied by BROADCASTER to the Operator shall be returned forth with to BROADCASTER. If the Equipment is damaged due to negligence of the Operator, BROADCASTER, on behalf of respective Broadcasters, shall be authorized to recover the actual repair cost from the Operator and if the Equipment is beyond repair, the Operator shall be liable to pay to 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 BROADCASTER is allowed free and unobstructed access to the premises of the Operator where the Equipment are installed, and the Operator shall not interfere with such procedure.

#### **16. ADDITIONAL CHARGES FOR THE EQUIPMENT:**

- (i) At the time of supplying the Equipment to the Operator, BROADCASTER may, at its discretion, require the Operator to make the following payments against delivery of the Equipment:
  - (a) **Processing Fee:** BROADCASTER may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel as per BROADCASTER RIO.



- (b) **Courier/Taxes:** The Operator shall pay the courier charges, octroi, taxes and other applicable levies and transportation charges for the Equipment.
  - (c) **Nonrefundable Payment:** BROADCASTER may require the Operator to pay an amount as may be determined by BROADCASTER from time to time, for each digital satellite receivers/integrated receiver decoder provided by BROADCASTER to the Operator under this Agreement. Such refundable security deposit amount wherever taken shall be refunded by BROADCASTER to the Operator upon expiry or earlier termination of the Agreement, subject to the Operator returning the digital satellite receivers/integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to BROADCASTER setting off the refundable security deposit amount, or part thereof, with any amount receivable by BROADCASTER from the Operator on such date of expiry or termination of the Agreement.
- (ii) The abovementioned charges shall be levied on a one time basis during the Term for each of the Subscribed Channels or for any new channel introduced by 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 BROADCASTER of the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

#### **17. REVISION OF RATES/MONTHLY SUBSCRIPTION FEES:**

- (i) The Monthly Subscription Fees payable by the Operator to BROADCASTER shall automatically be revised if during the Term a revision of the a-la-carte rates and/or bouquet rates mentioned in Schedule of the Agreement ("**Tariffs**"), of any Subscribed Channels is brought about pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi-judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority; and/or
- (ii) BROADCASTER reserves the right to revise the Monthly License Fees, if during the Term BROADCASTER revises the Tariffs of its Channels.

#### **18. REPLACEMENT/CONVERSION OF CHANNEL:**

- (i) 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. 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 the 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 proportionately adjusted. For avoidance of doubt it is hereby clarified that BROADCASTER shall use its best commercial endeavours to provide reasonable notice to the Operator with respect to removal or replacement of the Subscribed Channels, provided however that failure to provide any such notice to the Operator shall not be deemed a breach of BROADCASTER's obligations hereunder. Additionally, the Operator hereby undertakes not to involve BROADCASTER and indemnify 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 proportionately adjusted.

#### **19. REPRESENTATIONS AND WARRANTIES OF BROADCASTER:**

- (i) BROADCASTER represents to the Operator that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (ii) BROADCASTER makes no representations and/or warranties relating to the continuity, reception and quality and nature of the contents on the Subscribed Channels and BROADCASTER shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Operator.
- (iii) BROADCASTER has no control on any Channel or the scheduling and the program content of such Channels. Therefore, neither BROADCASTER, nor its officers, directors, servants, agents or subsidiary companies shall be liable for any civil or criminal proceedings for any loss,

damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programs shown on any Channel or any interference with the Operator's reception of any Channel forming part of the Subscribed Channels;

(iv) BROADCASTER shall not, under any circumstances, be liable for the performance of the Equipment for the Subscribed Channels.

## 20. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR

- (i) The Operator represents warranties and undertakes the following to 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 its Digital Addressable System and the Operator undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to BROADCASTER as and when called upon to do so by BROADCASTER.
  - (d) The Operator shall abide, implement and ensure compliance to the TRAI Regulations relating to Digital Addressable Cable Systems, in particular the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012, Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 and the Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012 (as amended from time to time).
  - (e) The Operator undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Operator in the packages offered to the Subscriber.
  - (f) The Operator has the capacity to carry the minimum requisite number of channels on its Digital Addressable System, in terms of Applicable Laws.
  - (g) The Operator undertakes to carry all language feeds of the Subscribed Channels.
  - (h) The Operator undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.
  - (i) All the Execution Requirements, as listed in **Annexure-1** of this Agreement, provided by the Operator to BROADCASTER are correct.
  - (j) The STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs.
  - (k) The Operator shall provide the applicable Subscriber Reports and pay the applicable Monthly Subscription Fees, together with applicable taxes, in a timely manner, failing which; the Operator shall be liable to pay applicable interest along with the due payment.
  - (l) The Operator shall not re-transmit the Subscribed Channels via any medium other than its Digital Addressable System.
  - (m) The Operator shall not distribute the Subscribed Channels to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.
  - (n) The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to 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 BROADCASTER of any degradation to any of the Subscribed Channels' signals.

- (o) The Operator undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
  - (p) The Operator undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Operator further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify BROADCASTER of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by BROADCASTER to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to the Subscribers using STBs with PVR/DVR facilities. However, the Operator undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature.
  - (q) The Operator shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.
  - (r) The Operator undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.
- (s) The Operator undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of 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 BROADCASTER and shall indemnify BROADCASTER against any damage, destruction, theft or loss of the Equipment.
- (t) The Operator undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from.
  - (u) The Operator undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of BROADCASTER and bear all expenses for general repairs and maintenance of the same and it shall immediately notify BROADCASTER in the event of any mechanical/technical fault in the Equipment.
  - (v) The Operator undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify BROADCASTER against any default or non-payments in this regard.
  - (w) Upon expiry/termination of the Agreement, the Operator undertakes to return to BROADCASTER the Equipment in good working condition and pay to BROADCASTER all outstanding payments that may be payable to BROADCASTER under the Agreement on the date of termination.
  - (x) Upon change in the designated satellite of the Subscribed Channels, the Operator undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
  - (y) The Operator undertakes to promptly intimate BROADCASTER of any change in ownership or sale of the business/assets of the Operator.
  - (z) The Operator undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to BROADCASTER and/or its representatives for inspection/audit upon reasonable notice.
  - (aa) The Operator undertakes to provide all assistance to BROADCASTER for conducting survey to determinate the actual subscriber base of the Operator. The Operator undertakes to furnish and submit to BROADCASTER all information and/or documents as may be required by BROADCASTER from the Operator from time to time.
  - (bb) Whenever any of the Channels are launched in high definition format, the Operator shall arrange for distribution of the high definition format signals of the applicable channels through its Digital Addressable System, however, subject to separate commercial arrangement between the Parties.

(cc) The Operator undertakes to comply with the Applicable Laws.

**21. ADVERTISING AND PROMOTIONS:**

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

**22. 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 relevant Broadcasters of each Subscribed Channel or its respective affiliated companies or licensor. The Operator shall not acquire any proprietary or other rights in the Intellectual Property to which BROADCASTER or its associates or subsidiaries or Broadcasters assert proprietary or other rights, which BROADCASTER may notify the Operator from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. The Operator may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of BROADCASTER. Marketing materials generated by the Operator may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Operator. Such marketing materials shall require the prior written approval of BROADCASTER. The Operator shall not acquire any proprietary or other rights over the BROADCASTER Marks, and agrees not to use BROADCASTER Marks without prior written consent of BROADCASTER. Unless notified to the contrary by 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 BROADCASTER. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of BROADCASTER or Broadcasters, as applicable. BROADCASTER reserves the right to inspect any such material at any time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of BROADCASTER, resembles any of the Intellectual Property. The Operator shall include appropriate copyright and other legal notices as BROADCASTER may require, and shall promptly call to the attention of 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. The Operator shall within 10 days after termination of this Agreement return to BROADCASTER or, at BROADCASTER's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of BROADCASTER are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to BROADCASTER/Broadcasters (or its designee) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property. To the extent permissible by law, the Operator hereby appoints 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 BROADCASTER/Service Provide and the Subscribed Channels as mentioned in this clause or to cause all of the Operator's interest in such registrations or application to be transferred to BROADCASTER/Broadcasters (or its designee), it being acknowledged that such power is a power coupled with an interest.

**23. LIMITATION OF LIABILITY:**

- (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed

under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.

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

**24. CONFIDENTIALITY:**

The Operator shall keep in strict confidence any Confidential Information received by it from BROADCASTER and shall not disclose the same to any person, not being a party to this Agreement. The 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 BROADCASTER and the Operator shall not acquire any rights in the Confidential Information.

**25. FORCE MAJEURE:**

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

**26. NO AGENCY:**

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

**27. NO WAIVER:**

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

**28. ASSIGNMENT:**

- (i) Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of 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 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) 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 BROADCASTER *vis a vis* the Operator. Such assignment by BROADCASTER shall be effective on and from the date as communicated in writing by BROADCASTER to the Operator.

**29. INDEMNITY AND THIRD PARTY CLAIMS:**

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

### **30. 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.

### **31. NOTICES:**

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Operator and BROADCASTER set forth in the Agreement, unless either Party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D. All notices to BROADCASTER shall be addressed in the attention of "**General Manager**", **Manjari, Eastern Media Ltd, B/27,Rasulgarh Industrial Estate,Bhubaneswar-751010, Odisha.**

### **32. 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.

### **33. 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, BROADCASTER shall have the right to terminate this Agreement without any further obligation towards the Operator.

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

**For BROADCASTER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

**FOR DISTRIBUTOR/OPERATOR**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

**Schedule-1**

**Technical  
Specifications**

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

**(A) STB Requirements:**

1. All the STBs should have embedded Conditional Access (CA).
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB
8. The STB should have forced messaging capability.
9. The STB must be Bureau of Indian Standards (BIS) compliant.
10. There should be a system in place to secure content between decryption & decompression within
11. The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
12. The STB should be compatible with covert Finger Printing.
13. The STB should carry BROADCASTER's 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 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.
15. The Operator shall provide a copy of its CAS & SMS certification from the Authorized vendor of such CAS & SMS service.
16. Upon request by BROADCASTER, the Operator shall put its water mark logo on Subscribed Channels.
17. The Operator shall co-operate and co-ordinate with BROADCASTER's anti-piracy team to curb the piracy of Channels in its network or piracy of channels being done using the signals of the Operator. If required, the operators shall also accompany the BROADCASTER Anti-piracy team to jointly investigate and take appropriate action to curb piracy.

## Schedule-2

### THE OPERATORS 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 Digital Addressable System.

#### **2. STBs, VCs, Systems and Procedures**

- 2.1 In order to ensure that each STB is capable of being used for Fingerprinting, 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/Bouquets that have been selected;
- 2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;
- 2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
- 2.4.9 Name and unique reference number of the installer (if different from the dealer);
- 2.4.10 VC number; and
- 2.4.11 Unique STB number.

- 2.5 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 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 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 BROADCASTER; 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 BROADCASTER or the Operator becomes aware of a Piracy Event then the Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

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

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

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 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.

**EQUIPMENT**  
**DETAILS**

Channel	Digital Satellite Receiver No.:	Viewing Card No.:

## **EXECUTION REQUIREMENTS**

### **1. If the Operator is an individual or a sole proprietor:**

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

### **2. If the Operator is a partnership firm:**

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

### **3. If the Operator is a company:**

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

### **4. If the Operator is a Hindu Undivided Family "HUF"**

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

### **5. If the Operator falls into the "Other" category**

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