

REFERENCE INTERCONNECT OFFER ("RIO") OF TURMERIC VISION PRIVATE LIMITED – FOR HEAD IN THE SKY OPERATOR*

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

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

Name: Mr. Parmit Singh Sidhu
E-Mail: parmit.sidhu@foodfood.com
Mobile: +91 9811999019

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

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

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

INTERCONNECTION AGREEMENT [HEADEND IN THE SKY OPERATOR]

Agreement No: SA _____
SMS Reference No: _____
Distributor Reference _____
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 License Agreement is executed on this __ day of _____, 20__ by and between:

Turmeric Vision Private Limited, a company incorporated under the Companies Act,1956, having its registered office at C-18, Dalia Industrial Estate, Off New Link Road, Near Fun Republic, Andheri (West), Mumbai – 400053 (hereinafter referred to as “**TVPL**”, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns)

and

Licensee (M/s): _____
Licensee's Status: Company Partnership Firm Proprietorship Firm Individual JF her

DAS License No: _____

Valid From: _____ Valid Up to: _____

Registered Area: _____

Area: Refer **Annexure F**

PAN No.: _____

GST Registration No.: _____

TAN No.: _____

Entertainment Tax Registration 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 “**Licensee**”, 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**”).

The expression of the terms ‘**TVPL**’ and ‘**Licensee**’ may hereinafter individually and collectively be referred to as “**Party**” and “**Parties**”, respectively.

TVPL

Licensee

WHEREAS:

- A. TVPL is the Broadcaster (as defined below) of the Channel (as defined below).
- B. The Licensee is a HITS Operator (as defined below) authorized to operate in the Registered Area (as defined below).
- C. The Licensee is desirous to license the Channel for further retransmission through its Addressable System (as defined below) to the Subscribers (as defined below) in the Area and in this regard, has approached TVPL. TVPL is willing to license the Channel to the Licensee for further retransmission through its Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

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

1. DEFINITION:

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

- (i) **“Addressable System”** means an electronic device, (which includes hardware and its associated software) or more than one electronic device put in an integrated system, through which transmission of the programmes, including retransmission of the signals of the Channel can be done in an encrypted form by the Licensee, and which can be decoded by the Set Top Box at the premises of the Subscriber within limits of the authorization made on the choice and request of such Subscriber and includes the Subscriber Management System and the Conditional Access System of the Licensee.
- (ii) **“Affiliated Cable Operators”** means the Cable Operators who have been specifically authorized by the SDSPL in writing under this Agreement to receive signals of the Subscribed Channels from the Licensee and retransmit the signals to the Subscribers in the Area. A list of such cable operators and their respective area of operation is annexed hereto and marked as **Annexure F**.
- (iii) **“Agreement”** means this License Agreement together with its Schedules and Annexes.
- (iv) **“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.
- (v) **“Area”** means specific areas to be catered by the Licensee (either directly or through the Affiliated Cable Operators) (within the Registered Area and the Territory) for which distribution of the Subscribed Channels as have been mutually agreed between SDSPL and the Licensee, and more explicitly specified in **Annexure F** of this Agreement.
- (vi) **“Broadcaster”** means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channel, from the Central Government, is providing programming services.
- (vii) **“Conditional Access System”** or **“CAS”** means conditional access system installed at the Licensee’s headend that enables the Subscribers to access and to view the Channel and also prevents unauthorized viewers from accessing the Channel.
- (viii) **“Cable Operator”** means any person who provides the Cable Services through the 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.
- (ix) **“Cable Services”** means the transmission by cable of the programmes including retransmission of the signals of the television channels by cable.
- (x) **“Cable Television Network”** means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide the Cable Service for reception by multiple subscribers.
- (xi) **“Central Government”** means Government of India.
- (xii) **“Channel”** means the satellite television Channel owned by TVPL, the name, genre and MRP of which are specified in **Annexure A** of this Agreement.

- (xiii) **“Confidential Information”** means any confidential information disclosed by TVPL to the Licensee while the Licensee is participating in the affairs/business of TVPL and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by TVPL during the Term.
- (xiv) **“Distribution Fee”** means a percentage of MRP of the Channel payable by TVPL to the Licensee towards fee for distribution of the Channel as more specifically specified in **Annexure A** of this Agreement.
- (xv) **“Distributor Retail Price”** or **“DRP”** means the maximum retail price of the Channel offered by the Licensee to the Subscribers, excluding taxes.
- (xvi) **“Effective Date”** means 29th day of December 2018.
- (xvii) **“Electronic Programme Guide”** or **“EPG”** means a program guide maintained by the Licensee that list the television channels subscribed by the Licensee and provides for corresponding programmes, scheduling and programme information and includes any enhanced guide that allows Subscribers to navigate and select such available channels and programmes.
- (xviii) **“Equipment”** means equipment comprising of digital satellite receivers/professional integrated receiver decoder, viewing cards and remotes (where applicable) for the Channel, details of which are set forth in **Annexure C** hereto, which enables the Licensee decrypt the encrypted signals of the Channel.
- (xix) **“Execution Requirements”** means all documents/information required by TVPL from the Licensee to facilitate execution of the Agreement and includes all documents/information listed in **Annexure D** of this Agreement.
- (xx) **“Headend in the Sky Operator”** or **“HITS Operator”** means any person permitted by the Central Government to provide HITS Service.
- (xxi) **“Headend in the Sky Service”** or **“HITS Service”** means transmission of programmes including retransmission of signals of television channels (i) to intermediaries like local cable operators or multi system operators by using a satellite system and not directly to subscribers and (ii) to the subscribers using a satellite system and its own cable network.
- (xxii) **“Incentive Scheme”** means the incentive scheme offered by TVPL as specified in **Annexure B** of this Agreement.
- (xxiii) **“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 Channel, or any mark of the right holders of any programming exhibited on the Channel.
- (xxiv) **“Interconnection Regulations”** means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (as amended).
- (xxv) **“Maximum Retail Price”** or **“MRP”** means the maximum retail price per subscriber per month, excluding taxes, of the Channel offered by TVPL as more specifically specified in **Annexure A** of this Agreement.
- (xxvi) **“MIB”** means the Ministry of Information & Broadcasting in India.
- (xxvii) **“Monthly Average Subscriber Level”** means the average number of Subscribers of the Licensee in a particular month, as set forth in the applicable month’s Subscriber Report (refer Schedule D).
- (xxviii) **“Monthly License Fees”** means the monthly license fee payable by the Licensee to TVPL in terms of Clause 8 of this Agreement.
- (xxix) **“QoS Regulations”** means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 (as amended)
- (xxx) **“Set Top Box”** or **“STB”** means the Licensee provided and/or the Licensee authorized device (embedded with the Licensee designated vendor designed CAS microchip), which is installed in the premises of the Subscriber and is connected to the television of the Subscriber that allows the Subscriber to receive unencrypted and descrambled from of the Channel through the Licensee’s Addressable System.
- (xxxi) **“Subscriber”** means a person in the Area who is authorized to receive signals of the Channel as per the Addressable System of the Licensee, at a place indicated by such person, without further transmitting it to any other person and who does not cause the signals of the Channel to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the Channel, shall constitute one Subscriber.

- (xxxii) **“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.
- (xxxiii) **“Subscriber Reports”** means the monthly subscriber reports to be provided by the Licensee to TVPL in terms of Clause 12 of this Agreement.
- (xxxiv) **“Tariff Order”** means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended)
- (xxxv) **“TDSAT”** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (xxxvi) **“Term”** means the period of one (1) year commencing from the Effective Date, unless terminated earlier in accordance with the provisions of the Agreement.
- (xxxvii) **“Territory”** means the States and the Union Territories in India.
- (xxxviii) **“Tier”** or **“Packages”** means various packages offered by the Licensee to the Subscribers comprising of the Channel.
- (xxxix) **“TRAI”** means the Telecom Regulatory Authority of India.
- (xl) **“TVPL Marks”** shall mean all Intellectual Property owned or used by TVPL from time to time in connection with the Channel, including, without limitation, the trade names and trademarks.
- (xli) **“TVPL’s share of Maximum Retail Price”** means the Maximum Retail Price of the Channel less the Distribution Fee and the Discounts offered, if any (including on account of the Licensee availing the Incentive Scheme and fulfilling the conditions thereof).

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 of this Agreement.
- (iii) The reference to the singular includes reference to plural and vice versa.
- (iv) The reference to any gender includes a reference to all other genders.
- (v) The term “including” shall mean “including without limitation”.
- (vi) The term “month” shall mean “calendar month”

3. NON-EXCLUSIVE RIGHT:

- (i) On the basis of the representations, warranties and undertakings given by the Licensee, and subject to the Licensee complying with all the terms and conditions as set out in this Agreement (including timely payment of the Monthly License Fees, TVPL hereby grants non-exclusive license to the Licensee to receive the signals of the Channel through the Equipment directly from designated satellites and retransmit the signals of the Channel through its Addressable System to the Subscribers securely in an encrypted manner during the Term (both to be done at the Licensee’s sole cost and expense). The Licensee hereby specifically understands and acknowledges that the Licensee shall not have the right to upgrade the standard definition feed of the Channel to high definition feed by using any technology (now available or which may become available in future) at the time of re-transmitting the Channel through its Addressable Systems. The Licensee further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channel does not entitle the Licensee to receive and/or retransmit the signals of the Channel and/or use the Equipment in any other manner whatsoever except in the manner as permitted under this Agreement. All distribution rights not specifically and expressly granted to the Licensee under this Agreement, including without limitation, time shift, multiplexing, PPV, NVOD, SVOD, VOD, TVOD, AVOD, personal computer, mobile telephony, or any technology now available or which may become available in future, are reserved exclusively by TVPL.

4. OBLIGATION OF THE LICENSEE:

- (i) The Licensee shall, at its own costs and expenses, receive the Channel from designated satellites and retransmit the Channel to the Subscribers through its Addressable System.
- (ii) The Licensee shall offer the Channel to the Subscribers on a-la-carte basis and declare the DRP per month for the Channel. The Licensee shall ensure that the DRPs per month of the Channel does not exceed the MRPs per month of the Channel.
- (iii) Subject to compliance with Applicable Laws, the Licensee may offer Packages comprising of the Channel and channels of other broadcasters and declare the DRP of such Packages.
- (iv) It shall be obligatory for the Licensee to place the Channel in its Electronic Programming Guide (EPG) in such a way that the Channel of the same genre, as declared by TVPL, are placed together consecutively and one channel shall be placed in one place only. The Licensee shall also ensure that the channel of the same language within the genre is also placed consecutively in the Electronic programming guide. The Licensee shall assign unique channel number for the Channel. Subject to exceptions permissible under Applicable Laws, the Licensee shall not change the unique channel number, once assigned, for a period of one (1) year. The Licensee shall indicate the MRP of the Channel in the EPG with the Indian rupee sign.
- (v) The Licensee shall raise monthly invoices on the Subscribers, inter alia, towards license of the Channel and the Licensee shall collect such invoiced monthly fees from the Subscribers.
- (vi) Irrespective of the Licensee's collection of the invoiced monthly amounts from the Subscribers, the Licensee shall pay the Monthly License Fees to TVPL, in a timely manner.
- (vii) The Licensee shall ensure retransmission of high quality encrypted signal of the Channel to the Subscribers.
- (viii) The Licensee shall take all necessary action to prevent unauthorized access of the Channel through its Addressable System and shall regularly provide to TVPL with updated piracy reports.
- (ix) The Licensee shall ensure that the Channel shall be disadvantaged or otherwise treated less favorably by the Licensee with respect to competing channel on a genre basis.
- (x) Within thirty (30) days of the execution of this Agreement, the Licensee undertakes to fulfill all pending obligations (including but not limited to submission of any subscriber reports and payment of any amount due and payable by the Licensee to TVPL) under any previous agreement/arrangement between TVPL and the Licensee, failing which TVPL reserves the right to terminate this Agreement and deactivate/disconnect the signals of the Channel.
- (xi) The Licensee undertakes not to acquire or merge and/or make available the signals of the Channel through its Distribution System to any other distributor of television Channel, having outstanding arrears payable to TVPL, without TVPL's prior written consent. TVPL reserves the right to withhold such consent, at its sole discretion, till such time the outstanding amounts payable by such distributor of television channel is either settled by the distributor of television channel or the Licensee.

5. EQUIPMENT:

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

6. ADDITIONAL CHARGES FOR THE EQUIPMENT:

- (i) At the time of supplying the Equipment to the Licensee, TVPL may, as per its policy, require the Licensee to make the following payments against delivery of the Equipment:

TVPL

Licensee

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

7. DELIVERY AND SECURITY:

The Channel must be delivered by the Licensee to the Subscribers in a securely encrypted manner without any alterations. The transmission specifications and infrastructure allocated by the Licensee in respect of the broadcast signal of the Channel by the Licensee to its Subscribers shall be no worse than that of the signal of any other channel within the same genre and language on its Addressable System. TVPL has the right to alter the Channel, including the name(s) of the Channel and the programming exhibited on the Channel.

8. MONTHLY LICENSE FEES & PAYMENT TERMS:

- (i) The Maximum Retail Price of the Channel is specified in **Annexure A** of this Agreement. The Licensee shall be entitled to a distribution margin of 20% on the Maximum Retail Price of the Channel. Additionally, subject to the Licensee availing the Incentive Scheme and fulfilling terms and conditions applicable thereof, the Licensee may avail discounts on the Maximum Retail Price of the Channel. For avoidance of doubt, it is hereby clarified that the Incentive Scheme is optional and the Licensee is under no obligation to opt for the Incentive Scheme to avail the Channel.
- (ii) For each month or part thereof during the Term of the Agreement, TVPL shall raise monthly invoices on the Licensee basis the Monthly Subscriber Reports. The Monthly License Fees shall be TVPL's share of Maximum Retail Prices of the Channel multiplied by corresponding Monthly Average Subscriber Level of the Channel. Illustrations on calculation of the Monthly License Fees are provided in **Annexure B** of the Agreement.
- (iii) In case the Licensee fails to provide the monthly subscriber report within the period of seven (7) days from the end of the calendar month, TVPL shall raise a provisional invoice, for an amount increased by ten (10) percent of the Monthly License Fee payable by the Licensee to TVPL for the immediate preceding month, and the Licensee shall be under obligation to make the payment on the basis of such provisional invoice. Subject to the Licensee providing the subscription report for the relevant month, TVPL and the Licensee shall carryout reconciliation, between the provisional invoice and the final invoice raised by TVPL on the basis of the monthly subscription report sent by the Licensee within three (3) months from the date of issuance of such provisional invoice.
- (iv) The Licensee shall pay to TVPL the Monthly License Fee within sixteen (16) days of the Licensee's receipt of the invoice / provisional invoice ("**Due Date**").
- (v) The Monthly License Fees shall be paid by the Licensee to TVPL in Indian Rupees by demand draft/pay order/cheque drawn in favour of "**Turmeric Vision Private Limited**", unless instructed otherwise in writing by TVPL. No cash payments shall be made by the Licensee towards the Monthly License Fees or any other dues whatsoever. However, in the event an instrument issued by the Licensee is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to TVPL under law, the Licensee shall be liable to pay an amount of not less than Rs.500/- for each of the dishonored, disapproved or rejected Instrument.
- (vi) If payment of the Monthly License Fees is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Licensee shall provide tax withholding certificates to TVPL within such period as has been specified in the Income Tax Act / Rules / Notifications / Circulars issued there under.

The Licensee understands and acknowledges that non-receipt of dispatched invoices from TVPL shall not relieve the Licensee from its obligation to make the payments of the Monthly License Fees within the Due Date. If the Licensee does not receive the invoice for a particular month by the 15th day of the following month, the Licensee shall promptly intimate TVPL 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 TVPL.

- (vii) Failure on the Licensee's part to make applicable payment within the applicable Due Date shall constitute a material breach on part of the Licensee hereunder entitling TVPL to initiate applicable legal proceedings under Applicable Laws against the Licensee at the entire risk of the Licensee as to costs and expenses. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly at the rate of 18% (eighteen percent) per annum. The imposition and collection of interest on late payments does not constitute a waiver of the Licensee's obligation to pay the Monthly License Fees by the Due Date, and TVPL shall retain all of its other rights and remedies under the Agreement.
- (viii) All Monthly License Fees hereunder are exclusive of all applicable indirect taxes including all and any service taxes, GST, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the Licensee's cost and will be charged at the prevailing rates by TVPL to the Licensee.
- (ix) If, pursuant to mutual agreement between TVPL and the Licensee, debit note or credit note is to be issued by TVPL for an already invoiced period to adjust any differential amount, such debit note or credit note shall be issued by TVPL post calculation of such differential amount. Debit notes issued by TVPL shall be paid by the Licensee immediately upon its receipt (receipt through e-mail specifically permitted). All other provisions under the Agreement as regards interest on late payment shall apply to such differential amounts receivable by TVPL.

9. REVISION OF RATES/MONTHLY LICENSE FEES:

- (i) The Monthly License Fees payable by the Licensee to TVPL shall automatically be revised, if during the Term the MRP of the Channel as specified **Annexure A** of the Agreement ("**Tariffs**") is revised by TVPL as per applicable laws and/or pursuant to the provision of the Tariff Order and/or pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi-judicial or judicial authority. Such revised Tariffs shall apply from the date of such revision.

10. 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 Licensee shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as "**Security Systems**") and security specifications as are set forth in **Schedule B** of this Agreement and/or as may be specified, in a non-discriminatory manner in writing, from time to time, by TVPL. The Licensee granting access to the Channel to subscribers outside the Area through its Addressable System shall tantamount to the Licensee allowing unauthorized access to the Channel. If the Licensee intends to distribute the Channel beyond the Area, it shall provide written notice to TVPL at least thirty (30) days in advance. The Licensee shall be permitted to distribute the Channel beyond the Area, provided (i) such areas are within the Registered Area, and (ii) TVPL and the Licensee have executed an Addendum to this Agreement. Notwithstanding the foregoing, TVPL shall be entitled to, within thirty (30) days of such notice period, deny such permission to the Licensee by providing to the Licensee reasonable written objections.
- (ii) The Licensee shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channel, distributed/transmitted through its Addressable System at least every 10 minutes on 24 x 7 x 365(6) basis.
- (iii) The Licensee shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the Licensee. However, no such watermark/logo shall be used by the Licensee which conveys or indicates TVPL's brand logo in any manner whatsoever. The Licensee shall have to seek prior written approval from TVPL with regards to the size, type, location of the watermark/logo to be used on the screen by the Licensee on the Channel.
- (iv) The Licensee shall not authorize, cause or suffer any portion of the Channel to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Licensee at the time the Channel are made available. If the Licensee becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channel for any other purpose, the Licensee shall within 10 minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channel for any other purpose, notify TVPL and the Licensee 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 Licensee shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of the subscription/license agreement between the Licensee and the Subscriber.

- (v) If so instructed by Information (as defined below) by TVPL, the Licensee shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within 10 minutes from the time it receives such instruction from TVPL. 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 TVPL's representatives through other means of communications such as telephonic message, fax, etc. and the said "Information" shall later be confirmed by TVPL through e-mail and the Licensee shall be under obligation to act upon such information.
- (vi) TVPL plans to actively combat piracy of the Channel in the Area/Registered Area and the Licensee undertakes to work closely and provide all such assistance to TVPL as may be reasonably required by TVPL in that regard. The Licensee shall, at its own expense, take all necessary steps to comply with obligations set forth in **Schedule B**.

11. SUBSCRIBER REPORTS:

- (i) The Licensee will maintain at its own expense a SMS which should be fully integrated with the CAS.
- (ii) The Licensee shall, within seven (7) days from the end of each calendar month, provide, in the format specified in **Schedule D** of this Agreement, complete and accurate monthly subscriber report of the Channel, to TVPL. If the Licensee avails the Incentive Scheme, it shall, within seven (7) days from the end of each calendar month, additionally provide, in the format specified in **Schedule D-1** of this Agreement, complete and accurate Target Market wise monthly subscriber report of the Channel, to TVPL.
- (iii) TVPL shall be entitled to disconnect the signals of the Channel to the Licensee's network, after giving three (3) weeks' notice to the Licensee, if the Licensee fails to provide the monthly subscriber report as per Clause 13(ii) above.
- (iv) Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for the Channel and each Tier/Package in which the Channel is included) and the Monthly License Fees payable to TVPL and shall be signed and attested by an officer of the Licensee of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the report is true and correct.
- (v) The Licensee shall also include in its Subscriber Report comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report. The obligation of the Licensee to provide to TVPL the Subscriber Reports shall survive termination of the Agreement until TVPL receives the Subscriber Reports for each relevant month for which any Monthly License Fees is payable.

12. SUBSCRIBER MANAGEMENT SYSTEM:

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

13. AUDIT:

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

together with interest at the rate of 18% per annum. Further, if such audit reveals that TVPL is entitled to additional license fees of 2% or more in any month(s), the costs of such audit shall be borne by the Licensee. Further, the Licensee shall also take necessary actions to avoid occurrence of such errors. Further, if the audit reveals that the Addressable System being used by the Licensee does not meet the requirements of **Schedule A** of this Agreement, TVPL shall be entitled to disconnect the signals of Channel to the Licensee's network, after giving three (3) weeks' notice to the Licensee. The Licensee undertakes to offer necessary assistance to the auditor(s) so that audit can be completed in a time bound manner.

- (iii) The Licensee shall be under a legal obligation to revert within seven (7) days ("Revert Period") after a request is received for audit from TVPL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. If within 15 days if there is no response then TVPL shall have the right to issue disconnection notice.
- (iv) In the event during the audit exercise if it is found that the Licensee has not informed TVPL about any change/ replacement of its existing SMS / CAS system declared at the time of execution of the agreement or in case where the Licensee has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of Channel subscribed by the subscribers then in such an event TVPL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 2X times of the maximum retail price for such Channel and or bouquet from the date of agreement. For example, if the undeclared number of subscribers is say 1000 and the MRP share of TVPL for this 1000 undeclared subscribers is Rs. X, then in such a scenario the Licensee shall be liable to pay X multiplied by 2 times.
- (v) The Licensee shall provide full cooperation to the empaneled auditors appointed by TVPL in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to the Licensee's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. The Licensee shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The Licensee shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit.
- (vi) An indicative scope of audit is laid down in **Annexure E** to this Agreement.
- (vii) The Licensee shall remain the sole owner and holder of all customer databases compiled by the Licensee under the Agreement.
- (viii) The Licensee will maintain at its own expense a SMS capable of, at a minimum:
 - (a) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - (b) administering subscriptions of the 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 Licensee's authorized agents for the sale to Subscribers of the Packages;
 - (e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - (f) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
 - (g) The Licensee shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of the Channel along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to TVPL.
- (ix) The audit rights of TVPL under Clause 13(ii) of the Agreement shall survive for twenty four (24) months post expiry/termination of this Agreement, meaning thereby that TVPL can exercise its rights prescribed in Clause 13(ii) of the Agreement, for verifying the correctness of the Monthly Subscriber Reports supplied by the Licensee for the Term, during any one (1) of the three (3) years commencing from the Effective Date.

14. TERM & TERMINATION:

- (i) This Agreement shall be valid for the Term.
- (ii) Either Party has a right to terminate this Agreement by giving at least three (3) weeks' notice to the other Party clearly specifying the reasons for the proposed disconnection. It is clarified that the three (3) weeks shall start from the date of receiving of such notice by the other Party.
- (iii) The Licensee shall inform the Subscribers of the proposed disconnection at least fifteen (15) days prior to the date of such disconnection through scrolls on the Channel proposed to be disconnected.
- (iv) The Parties shall execute new agreement prior to the expiry of this Agreement. If the Parties fail to execute new interconnection agreement prior to expiry of this Agreement, TVPL shall disconnect the signals of the Channel to the Licensee's network, and the Licensee shall, at least fifteen (15) days prior to the date of such proposed disconnection, through scrolls on the Channel, inform the Subscribers of the date of expiry of this Agreement and the date of disconnection of the signals of the Channel.
- (v) TVPL's rights to terminate the Agreement shall be without prejudice to TVPL's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.
- (vi) The Licensee hereby acknowledges that if signal of the Channel, which was disconnected/deactivated for reason attributable to the Licensee, needs to be reconnected, the Licensee shall be liable to pay non-refundable re-activation fee of Rs. 500 per channel per re-activation, if TVPL so elects. Further, the Licensee acknowledges that such re-activation fee does not constitute a penalty.

15. CONSEQUENCES OF EXPIRY/TERMINATION:

- (i) Upon expiry/termination of the Agreement:
 - (a) TVPL shall disconnect/deactivate signals of the Channel, and any agreement between the Parties for carriage of the Channel on the Addressable System of the Licensee ("**Allied Agreements**") shall automatically terminate.
 - (b) The Licensee shall forthwith pay the outstanding amounts under the Agreement to TVPL, failing which, without prejudice to TVPL's rights to take appropriate legal action against the Licensee, TVPL reserves the right to adjust such outstanding amounts from the amounts payable by TVPL to the Licensee under the Allied Agreements.
 - (c) The Licensee shall immediately return the Equipment of the Channel to TVPL in good working condition failing which the Licensee shall be liable to compensation/damages, equivalent to the Monthly License Fees last paid by the Licensee, for each month of delay, on a pro-rata basis,
 - (d) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession; and
 - (e) The Licensee shall within seven (7) days of the expiry/termination pay to TVPL 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 TVPL under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 18% (eighteen per cent) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
- (ii) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

16. REPRESENTATIONS AND WARRANTIES OF TVPL:

- (i) TVPL represents to the Licensee that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.

17. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE LICENSEE

- (i) The Licensee represents, warranties and undertakes the following to TVPL:

- (a) The Licensee has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) By executing this Agreement, the Licensee is not in breach of any of the provisions contained in any other agreement executed by the Licensee with any third party.
- (c) The Licensee has a valid and subsisting license from the applicable statutory authority which permits operation of its Addressable System and the Licensee undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to TVPL as and when called upon to do so by TVPL.
- (d) The Licensee shall abide, implement and ensure compliance to the TRAI Regulations relating to Addressable Systems, in particular the Interconnection Regulations, the Tariff Order and the QoS Regulations (as defined below).
- (e) The Licensee undertakes that the Channel shall not be disadvantaged or otherwise treated less favorably by the Licensee in the packages offered to the Subscriber.
- (f) The Licensee has the capacity to carry the minimum requisite number of channels on its Addressable System, in terms of Applicable Laws.
- (g) The Licensee undertakes to carry all language feeds of the Channel.
- (h) The Licensee undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.
- (i) All the Execution Requirements provided by the Licensee to TVPL are correct.
- (j) The STBs, CAS and SMS shall comply with the Technical Specifications and the Licensee agrees that the STBs, and their installed CAS micro chip, used by the Subscribers shall prohibit use of digital outputs. In case TVPL finds that the Addressable System being used by the Licensee does not meet the requirements specified in **Schedule A** of this Agreement, it shall inform the Licensee who shall get its Addressable System audited by M/s. Broadcast Engineering Consultants India Ltd., or any other authority as may be specified by the TRAI by direction from time to time, and obtain a certificate from such agency that its Addressable System meets the requirements specified in **Schedule A** of this Agreement.
- (k) The Licensee shall provide the applicable Subscriber Reports and pay the applicable Monthly License Fees, together with applicable taxes, in a timely manner, failing which, the Licensee shall be liable to pay applicable interest along with the due payment.
- (l) The Licensee shall not retransmit the Channel via any medium other than its Addressable System.
- (m) The Licensee shall maintain for the Channel first-class signal transmission quality in accordance with the highest international industry standards, subject to TVPL delivering the signals of Channel to the Licensee of a quality sufficient to permit the Licensee to reasonably comply with such standards. The Licensee 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 TVPL of any degradation to any of the Channel' signals.
- (n) The Licensee undertakes to retransmit the signals of the Channel 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 Channel.
- (o) The Licensee undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channel. The Licensee further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify TVPL of any unauthorized copying, taping or use of any part of the Channel and shall fully cooperate with all requests by TVPL 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 Licensee undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature.
- (p) The Licensee shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Licensee shall not create a virtual video-on-demand or other on demand service in respect of the Channel.

- (q) The Licensee undertakes not to place the Channel next to any pornographic or gambling channel.
- (r) The Licensee undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of TVPL. Further, the Licensee undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allow anybody else to do the same, without prior written permission of TVPL and shall indemnify TVPL against any damage, destruction, theft or loss of the Equipment.
- (s) The Licensee 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.
- (t) The Licensee undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of TVPL and bear all expenses for general repairs and maintenance of the same and it shall immediately notify TVPL in the event of any mechanical/technical fault in the Equipment.
- (u) The Licensee 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 TVPL against any default or non-payments in this regard.
- (v) Upon expiry/termination of the Agreement, the Licensee undertakes to return to TVPL the Equipment in good working condition and pay to TVPL all outstanding payments that may be payable to TVPL under the Agreement on the date of termination.
- (w) Upon change in the designated satellite of the Channel, the Licensee undertakes to make all necessary arrangements to ensure continued access to the Channel at its own expense.
- (x) The Licensee undertakes to promptly intimate TVPL of any change in ownership or sale of the business/assets of the Licensee.
- (y) Any amount due and payable by the Operator to TVPL under any previous agreement/arrangement between TVPL and the Operator shall be paid by the operator to TVPL within 30 days of the execution of this Agreement, failing which TVPL reserves the right to terminate this Agreement and deactivate/disconnect the signals of the Channel.
- (z) The Licensee undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to TVPL and/or its representatives for inspection/audit upon reasonable notice.
- (aa) The Licensee undertakes to provide all assistance to TVPL for conducting survey to determinate the actual subscriber base of the Licensee. The Licensee undertakes to furnish and submit to TVPL all information and/or documents as may be required by TVPL from the Licensee from time to time.
- (bb) Whenever any of the Channel are launched in high definition format, the Licensee shall arrange for distribution of the high definition format signals of the applicable Channel through its Addressable System, however, subject to separate commercial arrangement between the Parties.
- (cc) The Licensee undertakes to comply with the Applicable Laws.

18. ADVERTISING AND PROMOTIONS:

- (i) TVPL grants to the Licensee the non-exclusive right during the Term to use the TVPL Marks solely in connection with the marketing and promotion of the Channel and in a manner that has been pre-approved by TVPL.
- (ii) The Licensee undertakes to give:
 - (a) an equivalent amount of marketing support for the Channel as it provides to other channels of the same genre;
 - (b) similar treatment to all channels in all advertising material whereby the Channel logo and/or name 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 Channel for participation in events and promotions that the Licensee undertakes subject to commercial agreement for each event.

19. INTELLECTUAL PROPERTY RIGHTS:

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

20. 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.

21. CONFIDENTIALITY:

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

22. 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 Channel to the Licensee/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.

23. 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 TVPL by virtue of this Agreement or by TVPL's delivery of the Channel to the Licensee. This Agreement between TVPL and the Licensee is on principal to principal basis and is terminable in nature.

TVPL

Licensee

24. 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.

25. ASSIGNMENT:

- (i) Notwithstanding anything contained in the Agreement, the Licensee shall not have the right, without the prior written consent of TVPL, 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 Licensee shall be deemed to be unauthorized to retransmit the signals of the Channel, as the case may be, and in material breach of this Agreement which shall entitle TVPL to terminate the Agreement and deactivate/disconnect the signals of the Channel and take any other measures as may be lawfully appropriate.
- (ii) TVPL 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 TVPL vis a vis the Licensee. Such assignment by TVPL shall be effective on and from the date as communicated in writing by TVPL to the Licensee.

26. 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 Channel, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- (iii) TVPL makes no representations or warranty as to whether or not the Channel or any of its content requires any governmental consent or approval or as to whether or not the Channel complies with laws and regulations of any governmental and other authorities for its distribution. The Licensee 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 Channel by the Licensee and maintaining those approvals, licenses and permissions throughout the Term.
- (iv) The Licensee acknowledges and accepts that TVPL shall not be liable in any manner to the Licensee 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.

27. 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.

28. 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 Licensee and TVPL 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 TVPL shall be addressed in the attention of

“Chief Financial Officer”, Turmeric Vision Private Limited, C-18, Dalia Industrial Estate, Off New Link Road, Near Fun Republic, Andheri (West), Mumbai – 400053.

29. 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.

30. ENTIRE UNDERSTANDING/ MODIFICATIONS:

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

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

For Turmeric Vision Private Limited Signature: _____ Name: _____ Title: Authorized Signatory	For _____ (Licensee) Signature: _____ Name: _____ Title: Authorized Signatory
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TVPL

Licensee

SCHEDULE A
ADDRESSABLE SYSTEM REQUIREMENTS

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

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

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
6. The Licensee shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the Licensee within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - a. Unique customer identification (ID)
 - b. Subscription contract number
 - c. Name of the subscriber
 - d. Billing address
 - e. Installation address
 - f. Landline telephone number
 - g. Mobile telephone number
 - h. E-mail address
 - i. Channels, bouquets and services subscribed
 - j. Unique STB number
 - k. Unique VC number.
12. The SMS should be capable of:
 - a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - b. Locating each and every STB and VC installed.
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
 - i. The total number of registered subscribers.
 - ii. The total number of active subscribers.
 - iii. The total number of temporary suspended subscribers.
 - iv. The total number of deactivated subscribers.
 - v. List of blacklisted STBs in the system.
 - vi. Channel and bouquet wise monthly subscription report in the prescribed format.
 - vii. The names of the channels forming part of each bouquet.
 - viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.

- ix. The name of a-la carte channel and bouquet subscribed by a subscriber.
 - x. The ageing report for subscription of a particular channel or bouquet.
14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
15. The SMS shall be independently capable of generating, recording, and maintaining logs in readable format since inception with date and time stamp of log generation, for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands. All these commands should be in a format which is readable and should have required parameters/elements which can be analysed to drive channel-wise count
16. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
17. It shall be possible to generate the following reports from the logs of the CAS:
- a. STB-VC Pairing / De-Pairing
 - b. STB Activation / De-activation
 - c. Channels Assignment to STB
 - d. Report of the activations or the deactivations of a particular channel for a given period.
18. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
19. The Licensee shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
20. The Licensee shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to SUN by the Licensee.
21. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.
22. The Licensee shall preserve unedited data of the CAS and the SMS for at least two years, including but not limited to package wise subscribers etc.
23. The Licensee shall ensure that all data pertaining to sun channels are maintained in servers located inside India only
- (B) Fingerprinting:
- 1. The Licensee shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
 - 2. The STB should support both visible and covert types of finger printing.
 - 3. The finger printing should not be removable by pressing any key on the remote of STB.
 - 4. The finger printing should be on the top most layer of the video.
 - 5. The finger printing should be such that it can identify the unique STB number or the unique VC number.
 - 6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
 - 7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
 - 8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
 - 9. The finger printing should be possible on global as well as on the individual STB basis.
 - 10. The overt finger printing should be displayed by the Licensee without any alteration with regard to the time, location, duration and frequency.

11. Scroll messaging should be only available in the lower part of the screen.
12. The STB should have a provision that finger printing is never disabled.
13. The watermarking network logo for all pay channels shall be inserted at encoder end only.

(C) Set Top Box (STB):

All STBs should have a Conditional Access System.

1. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
2. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
3. The STB should be individually addressable from the Head-end.
4. The STB should be able to receive messages from the Head-end.
5. The messaging character length should be minimal 120 characters.
6. There should be provision for global messaging, group messaging and the individual STB messaging.
7. The STB should have forced messaging capability including forced finger printing display.
8. The STB must be compliant to the applicable Bureau of Indian Standards.
9. The STBs should be addressable over the air to facilitate OTA software upgrade.
10. The STBs with facilities for recording the programs shall have a copy protection system.
11. The STB should have network lock feature and its should not work on any other network feed
12. The STBs with facilities for recording the programs shall have a copy protection system.
13. The STBs with PVR/USB recording option should have following capability:
 - a. Capability to record live Fingerprinting, forced message and watermarking logo along with content.
 - b. During playout live Finger printing & forced message should flash on screen.
 - c. Recorded content should get disabled on deactivated STB.

**SCHEDULE B
LICENSEE'S ANTI-PIRACY OBLIGATIONS**

1. General

1.1 The Licensee shall take all necessary actions to prevent any unauthorized access to the Channel through its 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 Licensee 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 Licensee 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 Licensee or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at a applicable residential address. Adequate systems, processes and controls shall include, without limitation, the Licensee:

- 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 Licensee 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 Channel cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other the Licensee.

2.4 The Licensee represents, warrants and undertakes that all installations of STBs and VCs are done directly by the Licensee 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 Licensee'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 Channel 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 Licensee agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channel 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 bone fide Subscribers, the Licensee 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 Licensee 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 Licensee shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by TVPL and as reasonably requested from time to time.
- 3.2 The Licensee shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by the Licensee or by TVPL.
- 3.3 The Licensee 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 Licensee shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channel:
- 3.4.1 The Channel's 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 Licensee on the Channel, as per the scheme provided by TVPL; TVPL 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 Licensee shall ensure that the Channel are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2 The Licensee 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 Licensee agrees that it shall, at its sole cost, be responsible for ensuring the Channel are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.
- 4.4 All activations and deactivations shall be performed only through SMS and not CAS

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
- 5.1.1 Any VC or STB is being located, supplied or sold outside the Area,
- 5.1.2 Any of the Channel 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 Channel anywhere other than the registered address of a Subscriber, or
- 5.1.4 A VC and/or STB is being used by a cable operator or other distributor to distribute any of the Channel (each, a "Piracy Event").
- 5.2 If TVPL or the Licensee becomes aware of a Piracy Event then the Licensee shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channel or signals thereof.
- 5.2.1 In the event TVPL decides to take legal or other action against any infringing party committing or causing any Piracy Event, the Licensee shall provide all reasonable assistance to TVPL to prevent or combat such Piracy Event.

- 5.2.2 If the Licensee wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of TVPL, where TVPL shall be one of the parties to such action, it shall notify TVPL in writing and seek TVPL's prior written consent. Where TVPL consents to the Licensee taking legal or other action on behalf of TVPL, the Licensee shall keep TVPL fully informed of the progress of such action. The Licensee shall not settle, attempt to settle or otherwise compromise the rights of TVPL or its affiliates without the prior written consent of TVPL.
- 5.3 The Licensee agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.
- 5.4 The Licensee shall investigate and report to TVPL any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channel via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Channel.

SCHEDULE C
APPLICATION FORM FOR REQUEST OF SIGNALS OF TELEVISION CHANNEL

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

(Signature)
Date: _____
Place: _____

DECLARATION

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

(Signature)
Date: _____
Place: _____

TVPL

Licensee

**SCHEDULE D
TARGET MARKET WISE SUBSCRIPTION REPORTS**

Reported Month: _____ Target Market: _____ Year: _____

A.1 Monthly subscription of the Channel shall be arrived at, by averaging the number of subscribers subscribing that the Channel or Package, as the case may be, recorded four times in a month, as provided in Table 1, Table 2, Table 3 and Table 4, respectively. The number of subscribers shall be recorded at any point of time between 19:00 hrs to 23:00 hrs of the day.

1. If the Licensee subscribes the Channel and offers the same to the Subscribers on a-la-carte basis (Table 1)
2. If the Licensee subscribes any of the Channel and offers the same to the Subscribers as part of a Package (Table 2)

Table 1

Sl.	Name of the channel	Area/City/Town	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	$(8)=[(4)+(5)+(6)+(7)]/4$

Table 2

Sl.	Name of the channel	Area/City/Town	Number of subscribers of the Package on 7 th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	$(8)=[(4)+(5)+(6)+(7)]/4$

**SCHEDULE D-1
INCENTIVE SUBSCRIPTION REPORTS**

Reported Month: _____ Target Market: _____ Year: _____

TABLE 1

S. No.	Name of the Channel	Name of Package	Name of Pay Channels	LCN Number	LCN Rank	Primary Market	Subscribers of the Channel / Package (comprising of the Channel) in each of the Target Market	Subscribers of Licensee in each of the Target Market
1.								
2.								

TVPL

Licensee

Note: 1. Each set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the Licensee, shall constitute one subscriber.

2. The reports shall be generated in non-editable PDF format, with read only permissions.

3. Licensee opting to avail the incentive benefit has to submit monthly subscriber and other reports, as per the target market.

4. The active subscriber base of the Licensee for the target market for availing the LCN incentive for the month will be provided along with the monthly reports, duly certified.

ANNEXURE A
THE CHANNEL, GENRE AND MRP

Channel	Genre	MRP (excluding applicable taxes)
Food Food TV	Infotainment (Hindi)	Rs. 1.00

*Distribution fee is 20% of MRP of Channel

*TVPL reserves the right to revise the MRP and/or Genre of the Channel, subject to compliance with the Applicable Laws.

*TVPL reserves the right to offer promotion schemes on the MRP of the Channel from time to time at its own discretion as per Applicable Laws.

ANNEXURE B

INCENTIVE SCHEME

If the Licensee subscribes to the Channel and offers the same to the Subscribers as part of any Tier(s)/Package(s) offered by the Licensee to the Subscribers, the Licensee shall be entitled to discount as per Table A below provided the Channel is placed in the LCN slabs as per Table B below:

Table A
LCN Incentive

Particulars	Percentage Incentive		
	LCN Slab 1	LCN Slab 2	LCN Slab 3
Food Food TV	5%	4%	3%

TABLE B
Genre and Logical Channel Number (LCN)

S. No.	Channel Name	Genre	Competing Channel of other Broadcasters	LCN Slab 1	LCN Slab 2	LCN Slab 3
1	Food Food TV	Infotainment	Discovery, History, Animal Planet, Discovery Science, Discovery Turbo, Living Food, NG Wild and similar channels	1 to 3	4 to 6	7-9

Further, if the Licensee subscribes to the Channel and offers the same to the Subscribers as part of any Tier(s)/Package(s) offered by the Licensee to the Subscribers, the Licensee shall be entitled to additional discount as per Table C below provided the Channel reaches the Subscriber slabs of the Total Subscriber of the Licensee in each of its Target Market* as per Table D below:

*Target Market means the target market as defined by the Licensee in terms of Clause 4(3) of the Interconnection Regulations.

Table C
Subscriber Incentive

Particulars	Subscriber Slab 1	Subscriber Slab 2	Subscriber Slab 3
Food Food TV	10%	8%	6%

Table D
Subscriber Slabs

Particulars	Subscriber Slab 1	Subscriber Slab 2	Subscriber Slab 3
Food Food TV	Above 40%	31-40%	21-30%

TVPL reserves the right to amend, modify alter, change, substitute, withdraw, add any of the terms and conditions of any of the Incentive Scheme at its sole discretion.

TABLE E
Calculation of Monthly License Fees*
(Illustrations)

INCENTIVE SCHEME NOT AVAILED BY LICENSEE

1. If the Licensee subscribes the Channel and offers the same to the Subscribers on a-la-carte basis

MRP of the Channel	: Rs. 1.00
Less Distribution Margin @20%	: Rs. 0.20
TVPL's share of MRP	: Rs. 0.80
Assuming Monthly Average Subscriber Level	: 10,000
Monthly License Fee	: Rs. 8,000/-

INCENTIVE SCHEME AVAILED AND CONDITIONS ACHIEVED BY THE LICENSEE

2. If the Licensee subscribes the Channel and offers the same to the Subscribers as part of the Licensee's Tier(s)/ Package(s) and also satisfies the reach criteria.

MRP of the Channel	: Rs. 1.00
Less LCN Slab 1 Incentive	: Rs. 0.05
Less Subscriber Slab 1 Incentive	: Rs. 0.10
Less Distribution Margin @20%	: Rs. 0.20
TVPL's share of MRP	: Rs. 0.65
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly License Fee	: Rs. 6,500/-

3. If the Licensee subscribes the Channel and offers the same to the Subscribers as part of the Licensee's Tier(s)/ Package(s) and also satisfies the reach criteria.

MRP of the Channel	: Rs. 1.00
Less LCN Slab 3 Incentive	: Rs. 0.03
Less Subscriber Slab 3 Incentive	: Rs. 0.06
Less Distribution Margin @20%	: Rs. 0.20
TVPL's share of MRP	: Rs. 0.71
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly License Fee	: Rs. 7,100/-

*The amounts mentioned above are exclusive of applicable taxes.

**ANNEXURE C
EQUIPMENT DETAILS**

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

TVPL

Licensee

**ANNEXURE D
EXECUTION REQUIREMENTS**

1. If the Licensee 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 DTH License, GST Registration, TAN No., and Entertainment Tax Registration Number.
- (v) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
- (vi) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
- (vii) Copy of CAS &SMS integration certificate specifying the date of integration.

2. If the Licensee 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 DTH License, GST Registration, TAN No., Entertainment Tax Registration Number.
- (vi) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
- (vii) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
- (viii) Copy of CAS &SMS integration certificate specifying the date of integration.

3. If the Licensee 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 DTH License, GST Registration, TAN No., and Entertainment Tax Registration Number.
- (vii) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
- (viii) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
- (ix) Copy of CAS &SMS integration certificate specifying the date of integration.

4. If the Licensee 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 License for signature verification attested by the Karta.
- (vi) Copy each of DTH License, GST Registration, TAN No., Entertainment Tax Registration Number.
- (vii) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
- (viii) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
- (ix) Copy of CAS &SMS integration certificate specifying the date of integration.

5. If the Licensee falls into the "Other" category

- (i) Copy each of DTH License, GST Registration, TAN No., and Entertainment Tax Registration Number.
- (ii) Such documents as may be required by TVPL.
- (iii) Declaration Form from the Licensee's CAS vendor as per enclosed format^ (refer Annexure D-1).
- (iv) Declaration Form from the Licensee's SMS vendor as per enclosed format* (refer Annexure D-2)
- (v) Copy of CAS &SMS integration certificate specifying the date of integration.

^Separate declaration forms for each CAS installed at the headend in case of multiple CAS being used

*Separate declaration forms for each SMS installed at the headend in case of multiple SMS being used

**ANNEXURE D-1
CAS VENDOR DECLARATION FORM**

[On the letterhead of CAS Vendor]

TO WHOMSOEVER IT MAY CONCERN

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

Date of CAS Installation:
CAS ID:

CAS Version:
NETWORK ID:

We hereby confirm that the above mentioned CAS installed at above mentioned headend meets the addressable system requirements specified in **Schedule III** of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated March 3, 2017 (as amended) including but not limited to the following:

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

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

Thanking you,

For (CAS company name)

(Signature)

Name:

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

Encl: As above

Company seal:

**ANNEXURE D-2
SMS VENDOR DECLARATION FORM**

[On the letterhead of SMS Vendor]

TO WHOMSOEVER IT MAY CONCERN

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

Date of SMS Installation: _____

SMS Version: _____

We hereby confirm that the above mentioned SMS installed at above mentioned headend meets the addressable system requirements specified in **Schedule III** of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated March 3, 2017 (as amended) including but not limited to the following:

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

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

Thanking you,
For (SMS company name)

(Signature)

Name: _____

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

Encl: As above

Company seal:

ANNEXURE E
SCOPE OF THE AUDIT

I. Processes and systems walk through:

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

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

II. Head End Audit:

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

III. CAS Audit:

Licensee will make available accurately as under:

- All requirements as per **Schedule A** of this Agreement
- CA system certificate to be provided by Licensee.
- CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- Licensee to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Company by means of a fresh undertaking.
- Reconcile of CAS database / Subscriber Package-wise) with SMS database.
- Review and certify that all activation is done only from SMS and no activation / deactivation from direct CAS system,
- Review and reconcile de-active subscriber / STB between CAS and SMS system
- Licensee should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.
- Complete CAS logs to be provided for the period under review.

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

IV. SMS Audit:

- SMS and CAS should be fully integrated.
- All product authorization must be from SMS only.
- All requirements as per **Schedule A** of this Agreement
- Reconcile SMS data with CAS data.
- Complete SMS logs to be provided for the period under review.

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

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

- a. Review Complete Network Diagram

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

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

V. STB Audit: As per **Schedule A** of this Agreement

VI. Distribution Network Audit: The Licensee should provide below information in detail:

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

VII. Anti-Piracy Measure: As per **Schedule B** of this Agreement

VIII. Subscriber Audit

1. Provide system generated Channel-wise and Bouquet / Subscriber package –wise report of Channel for the platform in non-editable format. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process). Generation of reports for subscriber declaration for Channel or Bouquets / Subscriber Package. Any reconciliations / checks / adjustments carried out before sending the declarations
2. Analyze declaration reports.
3. Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
4. Analyze the computation of average subscribers
5. Ascertain the average subscribers for a specific period by generating a report for the given period in the presence of the representative/auditors.
6. Analysis of the following - :
 - a) Input and change controls of customer data into SMS
 - b) SMS user access controls – authentication, authorization and logging
 - c) Analyze system logs to identify any significant changes or trail of changes made
 - d) Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
 - e) Review the system logic for the reports which are inputs to Broadcaster declarations
 - f) Channel allocation/fixation to a particular LCN and Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
Activation and deactivation request logs, opening and closing numbers of the active subscribers for a specific period (report to be taken in front of the auditors/ rep).

- g) Confirmation of the numbers on the middle of the month on a random chosen dates
- h) Report to be extracted in front of the auditors/ representatives of both parties
- i) Live Demo of the queries being put in to the system to generate different reports.
- j) List of CAS and SMS used by Licensee.

IX. In case of multiple CAS being used by Licensee, to understand synchronization between multiple CAS and SMS.

X. Obtain any other data requirement which would come up during the process of audit.

ANNEXURE F
AREA AUTHORISED FOR SERVICE & LIST OF AFFILIATED CABLE OPERATORS

TVPL

Licensee