

**REFERENCE INTERCONNECT OFFER ("RIO")**

This RIO is issued and published by Sony Pictures Networks India Private Limited ("**Broadcaster**" / "**Sony**" / "**SPN**" / "**SPNI**") (for and on its behalf and on behalf of its group companies under authorization) pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017 ("**Interconnection Regulations**") and The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, (as may be amended from time to time) (collectively referred to as "**2017 Regulations**") read with The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (collectively referred to as "**Jan 2020 Amendments**") and would be effective from **December 01, 2021**. This RIO is subject to the outcome of the Special Leave Petition (C) No. 10815 of 2021 titled Sony Pictures Networks India Private Limited Vs Telecom Regulatory Authority of India (TRAI) filed before the Honourable Supreme Court ("**SLP**") challenging the Bombay High Court order dated 30<sup>th</sup> June, 2021 in respect of Jan 2020 Amendments. The execution of this RIO by the Operator is without prejudice to SPNI's rights and contentions and the Operator acknowledges that the same would be subject to the outcome of the said SLP.

The terms mentioned in this RIO constitutes all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster's Available Channels to Subscribers in terms of the Regulations. As per Regulation 10 (5) and (6) of Chapter IV of the Interconnection Regulations, those distribution platform operators desirous of obtaining signals of Broadcaster's Available Channels shall make a written request in the requisite application form. The Operator shall along with the requisite application form, also submit documentary evidence / technical compliance report showing that the Operator's addressable systems to be used for distribution of Broadcaster's Available Channels meet the requirements specified in the Schedule III of the Interconnection Regulation. On receipt of the request from the Operator in the requisite format along with mandatory documents, Broadcaster and the Operator will enter into the Interconnection Agreement attached hereto containing all the terms and conditions on an "as-is" basis and without making any unilateral changes/modifications. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of Broadcaster's Available Channels, the Operator shall not be in default of payment to Broadcaster in terms of second proviso of regulation 3(2) of the Interconnection Regulations. Accordingly, the Operator shall not have any outstanding amounts due and payable to Broadcaster in terms of the existing agreement(s) as on the date of execution of this RIO, unless the Broadcaster at its sole discretion grants additional time to the Operator to remit the outstanding amount on just and equitable grounds.

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

This RIO read along with the Interconnection/Subscription Agreement attached hereto is being published by the Broadcaster for its Available Channels and also for Available Channels of its group companies under authorisation from the respective broadcaster, in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Upon signature of the Operator and counter signature by the Broadcaster, the Interconnection Agreement shall become binding on the Parties and enforceable at law. Both the RIO and the Interconnection/Subscription Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO. This RIO supersedes previous RIO/Interconnection Agreement executed between the Parties and which was uploaded on SPNI website.

By executing this RIO, the Operator declares and undertakes that-

- (i) The Operator is compliant with the Applicable Laws and holds necessary licenses/permissions for rebroadcasting/retransmitting the signals of Broadcaster's Available Channels;
- (ii) The Operator is financially solvent and capable of discharging its payment obligations under this RIO;
- (iii) The Operator has not been convicted of any offence by any competent court;
- (iv) The Operator has furnished all relevant documents/information along with the signed copy of this RIO, and shall furnish such further documents/information as and when required by Broadcaster, at its sole discretion

The Broadcaster has designated the following persons for receiving the request for interconnection from the distribution platform operators viz., multi-system operators ("**MSO**"), direct-to-home ("**DTH**") Operators, internet protocol television ("**IPTV**") Operators and headend-in-the-sky ("**HITS**") Operators and their grievance redressal pertaining to this RIO/Interconnection/Subscription Agreement.

<b>For MSOs:</b>				
<b>Sr. No.</b>	<b>Name of the Designated official</b>	<b>Contact no.</b>	<b>Email id</b>	<b>Name of the State/Territory for which the official is designated</b>
1	Subhadip Bhattacharyya	9899200055	<a href="mailto:Subhadip.Bhattacharyya@setindia.com">Subhadip.Bhattacharyya@setindia.com</a>	Dadra and Nagar Haveli and Daman and Diu, Gujarat, Maharashtra (excluding the region of Vidarbha), Goa, West Bengal, Assam, Bihar, Jharkhand, Manipur, Meghalaya, Mizoram, Arunachal Pradesh, Nagaland, Orissa, Sikkim, Tripura, Andaman and Nicobar Islands, Uttar Pradesh, Uttarakhand, Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Punjab, Rajasthan
2	Nageshwar Raju	7569556789	<a href="mailto:Nageshwar.Raju@setindia.com">Nageshwar.Raju@setindia.com</a>	Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Puducherry, Tamil Nadu, Telangana, Madhya Pradesh, Chhattisgarh, Vidarbha region of state of Maharashtra

<b>For DTH Operator/IPTV Operator/HITS Operator:</b>			
<b>Name of the Designated official</b>	<b>Contact no.</b>	<b>Email id</b>	<b>Name of the State/Territory for which the official is designated</b>
Rohit Arora	9811822080	<a href="mailto:Rohit.Arora@setindia.com">Rohit.Arora@setindia.com</a>	All India

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

*\*Execution of this RIO and provision of signals under this RIO shall not amount to a waiver by Broadcaster of its right to claim all outstanding subscription fees under the erstwhile agreement/s and Broadcaster shall be within its rights to claim the same including termination of this RIO, as per applicable law, for non-clearance of all outstanding dues under the erstwhile agreement/s.*

Agreement Number :

Customer Code :

**INTERCONNECTION /SUBSCRIPTION AGREEMENT**

This Interconnection/Subscription Agreement (the "Agreement") is made in Mumbai as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

- A. **Sony Pictures Networks India Private Limited**, a company incorporated under the Companies Act, 1956, having CIN: U92100MH1995PTC111487 and registered office at 4<sup>th</sup> Floor, Interface Building No. 7, Off Link Road, Malad West, Mumbai – 400064 (hereinafter referred to as the "**Broadcaster**" /"**SONY**" /"**SPN**" /"**SPNI**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns); and
- B. \_\_\_\_\_, having its registered office as specified in Schedule B hereinafter referred to as "**Customer/Operator**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns).

The Broadcaster and the Operator shall singularly be referred to as a "**Party**" and collectively as the "**Parties**".

**RECITAL:**

- A. The Broadcaster is, inter-alia, engaged in the business of broadcasting and distribution of satellite based Available Channel(s)/service(s) and has exclusive right to market and distribute the Available Channel(s)/service(s) to various Subscribers and users of the Available Channel(s)/service(s).
- B. The Operator is in the business of retransmitting the signals of television channels on its distribution Platform (as defined herein) and is desirous of retransmitting the signals of the Broadcaster's Available Channels to their respective Subscribers.
- C. The Broadcaster has the requisite power and authority to enter into this Agreement with the Operator and create the mutual rights and obligations that are contractually binding in nature and legally enforceable at law.
- D. The Operator represents to Broadcaster that it is authorized to re-transmit signals of satellite television channels through its Platform in the Authorized Area(s) and possesses requisite Operator's License in this regard.
- E. The Operator further represents that it has completed and satisfied the requirements under the Interconnection Regulations and is desirous of carrying the Channels on its Platform for re-transmission amongst its Subscribers in the Territory.
- F. Relying upon the Operator's representations, the Broadcaster has agreed to grant a non-exclusive license to the Operator to re-transmit the Channels on the Platform strictly subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the mutual promises and covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

**1. Definitions:**

The following terms used in this Agreement shall have the meaning as set forth below. Any term used herein but not defined expressly shall have the meaning ascribed to it in under Interconnection Regulations, Tariff Order 2017 (as amended from time to time), Cable Television Networks (Regulations) Act 1995 and Cable Television Networks Rules 1994.

- 1.1 "**Active Subscriber**" means a subscriber who has been authorized to receive signals of subscribed television channels as per the subscriber management system /CAS of the Operator and whose set top box has not been denied signals;
- 1.2 "**Affected Channels**" shall have a meaning assigned to it in Clause 15.7;

- 1.3 "**Affiliate**" of a Party shall mean any other person that, either directly or indirectly through one or more intermediate persons, controls, is controlled by or is under common control with such Party. For the purposes of this definition, "**Control**" means (a) having an ownership of at least 26%; and/or (b) the power to direct and control the management or policies of such Party, whether through the power to appoint majority of the members on the board of directors or similar governing body, through contractual arrangements or otherwise;
- 1.4 "**A-la-carte/A-la-carte Channels**" shall mean offering of the Available Channels individually on a standalone basis;
- 1.5 "**Anti-Bribery Laws**" shall have a meaning assigned to it in Clause 18.14 of this Agreement;
- 1.6 "**Anti-Piracy Obligations**" shall mean the obligations contained in Clause 9 and Schedule D of this Agreement;
- 1.7 "**Applicable Laws/Authority**" shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and TDSAT, Ministry of Information and Broadcasting (MIB) or any other body or authority regulating the broadcasting and distribution of channels in India;
- 1.8 "**Authorised Area(s)/Territory**" shall mean such geographical area/location of India as indicated in Schedule A;
- 1.9 "**Available Channel(s)**" shall mean the linear, satellite delivered and advertiser-supported standard definition and high definition pay and free to air television channels (if any) owned and/or operated by the Broadcaster and its networks in accordance with the Applicable Laws, which are offered either a-la-carte or in a bouquet, a list of which is provided in Schedule A (which may be amended from time to time);
- 1.10 "**Average Active Subscriber Base**" means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Schedule C attached to this Agreement.
- 1.11 "**BIS**" shall have meaning assigned to it in Clause 11.1 (xxi);
- 1.12 "**Bouquet**" shall mean an assortment of distinct Available Channels, offered by the Broadcaster to the Operator together as a group as set out in Schedule A, (which may be amended from time to time);
- 1.13 "**Cable TV:**  
**Cable TV Act**" shall mean Cable Television Networks (Regulation) Act, 1995;  
 "Cable Service" or "Cable TV Service" means the transmission of programmes including retransmission of signals of television channels through cables;  
 "Cable Television Network" or "Cable TV Network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers
- 1.14 "**CAM**" shall mean the conditional access module provided by Broadcaster (if applicable) to the Operator required for downlinking and accessing the Channels;
- 1.15 "**CAS**" / "**CA System**" shall mean the conditional access system maintained by the Operator which: (a) has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; (b) scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels by those not paying for the service; and (c) meets the requirements set out under Schedule D and E and complies with the terms of this Agreement and Applicable Laws including Interconnection Regulations;
- 1.16 "**Channels/ Subscribed Channels**" shall mean the Bouquet of the Available Channels and/or those Available Channels that are selected by the Operator as A la Carte, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule A) consisting of the list of Available Channels and the Bouquet; it being agreed that if any designated box against an Available Channels/Bouquet is left unmarked, it shall be deemed to have not been selected by the Operator for the purposes of this Agreement. For purposes of clarity, the selected Available Channel on an A la Carte basis and/or Bouquet in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which Broadcaster shall grant license to the Operator in accordance with the terms of this Agreement;

- 1.17 "**Channel Marks**" shall mean trade names, trademarks, logos and service marks owned by Broadcaster and their Affiliates and rights holders in connection with the Channels and Available Channels;
- 1.18 "**CPE**" shall have meaning assigned to it in Clause 2.18 of Schedule D;
- 1.19 "**Confidential Information**" means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, intellectual property, transactions or affairs of a Party or any of its Affiliates, (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) (b) any material or information disclosed by either Party for the purposes of this Agreement (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;
- 1.20 "**DAS**" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the subscriber on the explicit choice and request of such subscriber;
- 1.21 "**Disconnection Notice**" shall mean a written notice of twenty one (21) days from the date of the written notice which is required to be given in accordance with the Applicable Laws by: (a) the Operator to Broadcaster if Operator wishes to disconnect the signal of and stop distribution on its Platform the Channels due to Broadcaster's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) Broadcaster to the Operator if Broadcaster wishes to disconnect the signal of any or all Channels and stop making available the Channels to the Operator due to Operator's breach of this Agreement;
- 1.22 "**Due Date**" shall have meaning assigned to it in Clause 6.1 of this Agreement;
- 1.23 "**Distribution Margin**" shall mean the Operator's share of revenue for the distribution of subscribed Channels to Subscribers. It will be calculated as twenty percent (20%) of the MRP of the subscribed Channel(s).
- 1.24 "**Distributor Retail Price**" means the price excluding taxes declared by a distributor and payable by a Subscriber for A-la-carte pay Channel or Bouquet of pay Channels as the case may be;
- 1.25 "**Discount Qualifying Reports**" shall mean the complete and accurate reports which the Operator, opting for discount schemes under this RIO has to compulsorily provide to Broadcaster in both pre-defined and non-editable PDF format, on or before the stipulated deadline, to avail the discounts and as more specifically defined in Schedule C.
- 1.26 "**DRM**" means Digital Rights Management which is a comprehensive set of hardware and software technologies, which provides protection of content ownership to the content provider by inter alia preventing unauthorized redistribution of digital media by embedding code that prevents copying, specifying a time period in which the content can be accessed and restricting the sections of the content a viewer can see or limiting the number of devices the media can be installed on along with controlling Geo and Offline usage restrictions.
- 1.27 "**Encryption System**" shall have meaning assigned to it in Clause 4.3 and further as detailed in Schedule B and Hardware Form;
- 1.28 "**EPG**" shall mean electronic programme guide as defined under the Interconnection Regulations i.e. a program guide maintained by the distributors of television Channels that lists television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows Subscribers to navigate and select such Channels and programmes;
- 1.29 "**Equipment**" shall mean any and all hardware/software and other devices and including but not limited to the IRDs, CAMs and the Viewing Cards;
- 1.30 "**Empaneled Auditor**" means auditor empaneled by the Authority/TRAI for conducting audit of the Systems of the Operators.
- 1.31 "**Force Majeure Event**" shall mean any unforeseeable act, cause, contingency or circumstance which is beyond the reasonable control of the Parties herein, including, without limitation, any acts of governmental action, order or restriction (whether international, national or local), war (whether or not declared) or warlike situation, public strike, riot, labour dispute, act of God, earthquake, tides, storm, lightning, flood, drought, cyclone or any natural calamity, explosion, fire, sabotage, lockdown, quarantine, epidemic, pandemic, arson,

civil disturbance/commotion, public disaster, public transportation dispute, satellite failure/jamming or transponder failure or acts due to any law, rules, regulations (including enactment), lawful orders or directives of the government of any States or the order of any court of competent Jurisdiction and/or any acts of similar nature, which may affect the transmission of Available Channel(s) by Broadcaster;

- 1.32 "**Fingerprinting**" shall have meaning assigned to it in Clause 2 of Schedule D;
- 1.33 "**Free-to-Air Channel/FTA**" means an Available Channel (if any) which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television Channels to the Broadcaster for signals of such Channel.
- 1.34 "**Hardware Form**" shall mean the form in the prescribed format (as provided in Schedule F enclosed herewith) which shall be provided to the Operator containing the details of the Equipment's used to receive the signals of the Channels subscribed by the Operator from the list of Available Channels of the Broadcaster and which shall form an integral part of this RIO
- 1.35 "**Insertion**" shall have meaning assigned to it under Clause 4.2 (c);
- 1.36 "**Intellectual Property**" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Available Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Available Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Available Channels;
- 1.37 "**Interconnection Regulations**" shall have meaning assigned to it at the beginning of this Agreement;
- 1.38 "**IRDs**" or "**DSRs**" shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels i.e., an authorization device which is owned, operated and supplied by Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the Operator;
- 1.39 "**Maximum Retail Price**" or "**MRP**" with respect to each Channel or bouquet of Channels for the purpose of this Agreement availed on A-la- carte basis or bouquet basis shall mean the maximum retail price, excluding taxes/cess, payable by a Subscriber of such subscribed Channel, as set forth in Schedule A, as may be amended from time to time;
- 1.40 "**Monthly Subscription Fee**" shall have meaning assigned to it in Clause 5.1 of this Agreement;
- 1.41 "**Multi TV Home**" means a household having more than one TV connection or set top box in the name of one person;
- 1.42 "**MRP**" means Maximum Retail Price of the Channel/ Bouquet per subscriber per television set per month (excluding all applicable taxes) (in Rs.)
- 1.43 "**New Channels**" shall mean the new television channels of Broadcaster that may be launched and offered by Broadcaster in future, after the date of execution of this Agreement.
- 1.44 "**Operator's License**" shall mean license granted to the Operator by the Ministry of Information and Broadcasting or such other competent authority, details as mentioned in Schedule B;
- 1.45 "**OSD**" shall have meaning assigned to it in Clause 11.1 (xi) and further detailed in Schedule D;
- 1.46 "**OPR**" means Operator Rate payable to the Broadcaster per subscriber per television set per month (excluding all applicable taxes) (in Rs.)
- 1.47 "**Piracy**" shall have meaning assigned to it in Clause 9.1 of this Agreement;
- 1.48 "**Piracy Event**" shall have meaning assigned to it in Clause 3 of Schedule D;
- 1.49 "**Platform**" shall mean, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator's HITS Service, with respect to DTH Operator, such DTH Operator's DTH Service and with respect to IPTV Operator, such IPTV Operator's IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:



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

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

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

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

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

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

**“MSO”** means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators.

**“MSO’s Digital Addressable Cable Television Network”** means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the Subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the Subscriber on the explicit choice and request of such Subscriber.

- 1.50 **“Primary Market(s)”** shall mean in relation to Subscribed Channel(s), certain Specified States/All India/parts thereof (as the case maybe), which have been denoted as Primary Market(s) as specified in Schedule A1;
- 1.51 **“Provisional Invoice”** shall have meaning assigned to it in Clause 6.3;
- 1.52 **“Rate”** shall have meaning assigned to it in Clause 5.1;
- 1.53 **“Recorder”** shall mean either a personal video recorder (PVR) or digital video recorder (DVR) which must satisfy the following features:
- (a) Audio-visual content shall not be allowed to be recorded without finger printing and watermark logo of the Platform and such finger printing and watermark logo shall be displayed during playout;
  - (b) Recorded audio-visual content must be encrypted in a secure manner on the Recorder which shall not play on any other devices other than the concerned Recorder;
  - (c) Audio-visual content of a Channel shall not be permitted to get recorded if the concerned subscriber’s subscription of such Channel is not active; and
  - (d) Set Top Box provided by the Operator must not allow a Subscriber to install third party application/software on the set top box.
- 1.54 **“RIO”** means reference interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean this reference interconnect offer published by the Broadcaster specifying terms and conditions on which the Operator may seek signals of the Available Channels of the Broadcaster.
- 1.55 **“Security Deposit”** shall have a meaning assigned to it in Clause 8.2 of this Agreement;
- 1.56 **“Set Top Box”** or **“STB”** means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form the Channels through an addressable system;
- 1.57 **“Smart Card”** means, in relation to a Subscriber, a card or other device issued by the Operator to Subscriber when enabled by a CAS and inserted in such Subscriber’s Set Top Box, has the functionality of enabling such Subscriber’s Set Top Box to receive the Channels distributed by the Operator.
- 1.58 **“SMS”** shall mean the subscriber management system which is a system or device of the Operator which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, television Channels or Bouquets subscribed by the Subscriber,

price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber; maintained by the Operator in accordance with the Applicable Laws and strictly in accordance with the provisions set out under Schedule D and E;

- 1.59 "**Subscriber(s)**" shall mean an Active Subscriber(s) in the Authorised Area(s) who receives signals of the Subscribed Channel(s) from the Operator's Platform (directly and/or through its sub-operators known as local cable operators (LCO) who is a person registered under Rule 5 of the Cable Television Networks Rules, 1994) at a place indicated by such Active Subscriber without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place (including Multi TV Home, as defined herein), for receiving the subscribed broadcasting services, shall constitute one subscriber;

As regards the issue relating to supply of signals of Broadcaster's channels to the commercial subscribers, the Broadcaster has filed an appeal before the Honourable Supreme Court of India against the order of Honourable Telecom Disputes Settlement and Appellate Tribunal (TDSAT) in Broadcasting Appeal No. 4 of 2015 (M.A. Nos. 15, 120 & 121 of 2016) and therefore the same shall be subject to the outcome of the said appeal.

- 1.60 "**Subscriber Report**" shall have meaning assigned to it in Clause 6.3;
- 1.61 "**Suspended Channels**" shall have meaning assigned to it in Clause 15.10;
- 1.62 "**Technical Audit**" shall have meaning assigned to it in Clause 9.2;
- 1.63 "**Term**" shall mean such time period as specified in Schedule A provided that it shall be for a minimum period of 1 (one) year or such extended term as may be mutually agreed between the Parties in writing, unless terminated earlier in accordance with the provisions contained herein after. It is hereby clarified that where the end date of the Agreement falls mid-month, in such case(s) the end date shall be construed to be the last date of the month in which the Agreement was to originally expire.
- 1.64 "**TRAI**" shall mean Telecom Regulatory Authority of India;
- 1.65 "**TDSAT**" shall mean Telecom Disputes Settlement and Appellate Tribunal;
- 1.66 "**Validation Form**" shall mean Validation Form set forth in Schedule A;
- 1.67 "**Viewing Card**" or "**VC**" shall mean the smart card provided by Broadcaster to the Operator to be used together with the IRD in order for the Operator to access and decode the signals of the respective Channels; and
- 1.68 "**Withheld Programs**" shall have meaning assigned to it in Clause 4.6(d).

## 2. Rules of Interpretation

Unless the context of this Agreement otherwise requires:

- 2.1 the Schedules shall form an integral part of this Agreement;
- 2.2 the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 2.3 words using the singular or plural number also include the plural or singular number, respectively;
- 2.4 words of any gender are deemed to include the other gender;
- 2.5 the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;
- 2.6 the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
- 2.7 any reference to a "person" includes natural persons, proprietorship concern, partnership firm, companies, LLP's, associations, societies, HUFs, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 2.8 if a period of time is specified and it dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;
- 2.9 if a Party must do something on a given day, the Party must do it by 6:00 pm on that day (unless this Agreement expressly states otherwise). If a Party does the thing after 6.00pm on a day the Party shall be treated as not having done it until the next day save and except where a Party has done something by sending an email to the other Party;



- 2.10 a reference to "writing" includes email, except as expressly provided otherwise;
- 2.11 reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time;
- 2.12 the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases;
- 2.13 the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings; and
- 2.14 All other words and expressions used in this Agreement not defined herein, and defined in the Act and rules and regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

### 3. Grant of Rights

- 3.1. The Operator shall request for the signals of Channels of the Broadcaster by filling in the requisite application form along with providing mandatory documents pursuant to TRAI Regulations. .
- 3.2. Subject to the payment of Monthly Subscription Fee and strict compliance of the terms of this Agreement by the Operator, Broadcaster hereby grants to the Operator a non-exclusive, non-transferrable, limited license and right during the Term and in the Authorized Area/Territory (as mentioned in Schedule A) and the Operator accepts the said license, right and obligation, to distribute, carry and retransmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis.
- 3.3. Upon grant of signals from the Broadcaster, the Operator shall mandatorily offer the subscribed Channels on its distribution system to the Subscribers on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 ("QoS Regulations").
- 3.4. The Operator availing the subscribed Bouquet shall not break such Bouquet of pay Channels while offering the same to its Subscribers. The Operator shall declare Distributor Retail Price per month for each of the subscribed A-la-carte Channel and/or subscribed Bouquet, payable by the Subscribers. In the event the Operator intends to subscribe for any additional Channels of the Broadcaster on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by sending a written request (email permitted) to the Broadcaster and the Broadcaster may consider such request suitably.
- 3.5. Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by Broadcaster to the Operator under this Agreement:
  - shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Operator to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;
  - is limited to the re-transmission of the Channels on "as is" basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;
  - shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;
  - shall exclude time shifting of the programming of the Channels; and
  - shall exclude the multiplexing of the Channels.
- 3.6. All other rights and means of distribution not specifically and expressly granted to Operator are expressly excluded and reserved by the Broadcaster.
- 3.7. The Operator is not authorized to sub-license the rights and license granted hereunder to any third party or any person (including its Affiliates) without prior written approval of Broadcaster.
- 3.8. The Operator understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Operator submitting with Broadcaster the information and documents specified in Schedule B at the time of submitting the signed copy of this Agreement. The Operator also warrants that addressable system installed meets the requirements as specified in Schedule III of the Interconnection Regulations (as amended from time to time).

- 3.9. Notwithstanding anything contained herein and to the extent permitted under the extant laws and regulations, Broadcaster shall, during the Term, have the right to: (a) discontinue any Available Channel comprising of the Available Channels or Bouquet comprising of the Available Channels; and (b) modify any existing Bouquet of the Available Channels by adding new channels that may be launched by Broadcaster or by removing any Available Channel from a Bouquet; and (c) launch new channels and/or bouquets comprising of the Available Channels. The Parties agree that the Monthly Subscription Fee payable by the Operator to Broadcaster may vary in the event of launch of a new channel

In the event Broadcaster introduces any New Channel, Broadcaster shall publish the relevant information on its website as per Applicable Law. In the event the Operator intends to avail the New Channel(s), the Operator may do so by sending a written request (email permitted) to the Broadcaster and the Broadcaster may consider such request suitably.

- 3.10 The Operator agrees to offer the subscribed Channels in the Territory as set out in Schedule A. The Operator shall not extend its operations beyond the Territory or connect any Affiliates or LCOs beyond the Territory without any prior written intimation to the Broadcaster. In the event, the Operator desires to extend its operation beyond the Territory or connect any Affiliates or LCOs beyond the Territory ("New Territory"), the Operator shall send a written request (email permitted) to the Broadcaster, addressed to the designated sales person for that Area/Territory and the Broadcaster may consider such request suitably.

- 3.11 The Operator shall be permitted to extend its operations to New Territory, as per Applicable Law by distributing the Channels in such New Territory after thirty (30) days' from the date of receipt of such written notice by the Broadcaster (provided no objection has been raised by the Broadcaster). The said notice shall be deemed to be an addendum between the Parties for additional areas to be serviced by the Operator, which shall form an integral part of this Agreement and the New Territory shall be deemed to be a part of Schedule A. Also, the terms of this Agreement shall automatically apply to such additional areas.

Provided that such areas fall within--

- (a) the Registered Area of operation of the Operator; and / or
- (b) the States or Union Territories in which the Operator has been permitted to distribute the signals of television channels under this Agreement.

- 3.12 It is hereby clarified that in the event where the distribution of the Channels is done by the Operator in the New Territory without provision of thirty (30) days' advance written notice to the Broadcaster, as referred herein above, the Operator shall be deemed to be in breach of the terms of this Agreement and such distribution shall be treated as unauthorized and unlawful and the Operator shall be liable for appropriate penal action as per the Applicable Law / Regulations.

- 3.13 In the event Broadcaster raises written objection with reasons for adding proposed New Territory and objects to the extension of operations of Operator to the proposed New Territory and the Operator receives the same within the said 30 (thirty) days notice period, the Operator shall not re-transmit the signals of the subscribed Channels, directly or indirectly, beyond the Territory i.e. in such additional area(s). If the Operator re-transmits the signals of the subscribed Channels in the proposed New Territory despite receiving written objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of Broadcaster's rights under the Copyright Act.

#### **4. Delivery and Security**

##### Conditions of Distribution

###### 4.1

1. The Operator hereby agrees, covenants and warrants that it shall re-transmit and distribute the Channels to the Subscribers strictly in accordance with the following terms:
  - (a) the signals of all the Channels must be delivered by the Operator to Subscribers in a securely encrypted manner on its Platform in linear mode using such technology which shall meet the requirements of Schedule D at all times during the Term.
  - (b) the transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the signals of the Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same *genre* of the Channels on the Platform;
  - (c) the Operator shall maintain first-class signal transmission quality of the Channels for distribution to the Subscribers in accordance with the highest international industry standards and Applicable Laws;
  - (d) the Operator agrees that it shall not offer any Channel on the basis of any specific programming event,

- feature, characteristic or attribute of such Channel;
- (e) the Operator shall further make available the Channels to the Subscribers on 24/7/365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to any of the Channel(s) in accordance with the Applicable Laws;
- (f) the Operator shall not use any interactive technology or other interferences (such as red button) or redirect traffic from the Channels in any manner, whether for content or for promotion, without express permission from Broadcaster;
- (g) the Operator undertakes and covenants that it shall not compel its Subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all of the Channels;
- (h) the Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a channel- by-channel and decoder-by-decoder basis;
- (i) the Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense; and
- (j) the Set Top Boxes and their installed content protection systems shall prohibit the use of digital outputs.

#### 4.2 No alteration of signals

- (a) The Operator agrees to carry the Channels in their entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions except as authorized in advance in writing by Broadcaster. The Operator shall not redistribute any portion of the Channels except as specifically authorized by Broadcaster in writing.
- (b) The Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channels or any portion of the Channels for any purpose, or copy and store the content of the Channels on any storage device in any medium. Further the Operator shall not enable or otherwise permit Subscribers to do any of the foregoing acts except that the Operator can provide Recorder facility to the Subscribers in accordance with the Interconnection Regulations, provided use of such Recorder is regulated by agreement between the Operator and the Subscriber and is strictly only for non-commercial and private viewing by the Subscriber. The usage of the Recorder is permitted only to the limited extent for the benefit of the subscribers as stated herein.
- (c) The Operator agrees and undertakes not to obscure, superimpose or otherwise alter the indents or logos of the Channels in any manner whatsoever. The Operator is allowed to only add/insert its own trademark or logo in the form of a translucent watermark ("**Insertion**") while re-transmitting and distributing the Channels on the Platform provided such Insertion shall be subject to the following conditions:
  - i. The Insertion shall be inserted on all other channels distributed on the Platform by the Operator;
  - ii. At any point in time, there will only be a single Insertion;
  - iii. The Insertion shall not be more prominent than the respective Channel's logo;
  - iv. The placement and size of Insertion shall not be different from the placement and size of Insertion on any other channels distributed on the Platform; and
  - v. The Insertion shall not obscure or overlay the Channels' logos or any programme that appears on the Channels.
- (d) Operator shall not alter the screen on which the Channels will be exhibited by inserting or superimposing any form of advertising; and
- (e) Any marketing or promotional activity in respect of or involving the Channels or any standalone programming of such Channels shall be only carried out by the Operator in accordance with the terms of this Agreement or by taking a prior written approval of Broadcaster.
- (f) The Operator shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that each Subscribed Channel is received only by Active Subscribers.

#### Encryption System and Technical Specifications

- 4.3 The Operator represents to Broadcaster that it uses the encryption system as specified in the Hardware Form (the "**Encryption System**") to encrypt the Channels and the programming of the Channels for re-distribution via the Platform. The Operator shall transmit the Channels only through the Platform to Subscribers located in the Authorized Area in the manner of transmission and distribution specified in this Agreement (including the Anti-Piracy Obligations), (the "**Technical Specifications**"). The Operator agrees that any changes to the Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are

deemed not to be material changes), and its version changes and upgrades during the Term shall be immediately intimated in writing to Broadcaster.

Availability of Channels on the Platform

- 4.4 The Operator shall ensure that during the Term of this Agreement, the Channels shall be available for subscription to all its Subscribers on its Platform and offered to the Subscribers in line with the provisions of the Interconnection Regulations.
- 4.5 The Operator hereby covenants, undertakes and warrants to Broadcaster that it shall not shift, move, or change the frequencies of any of the Channels at any time without providing an advance prior written notice of at least thirty (30) days to Broadcaster. The Operator shall cause continuous distribution of the Channels to all its Subscribers without blacking it out or interfering with it in any manner whatsoever.

Acknowledgements by the Operator

- 4.6 The Operator fully understands and acknowledges that:
- (a) Broadcaster is offering the Available Channels on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services/signals will be error free or uninterrupted for the purpose envisaged in this Agreement;
  - (b) Broadcaster reserves the right to remove any Channel from the list of Available Channels at any time if it ceases to distribute such Channel. In the event Broadcaster discontinues distribution of any Channel chosen by the Operator during the Term, such Channel shall stand withdrawn from Broadcaster's offering without any further obligation or liability on part of Broadcaster;
  - (c) Broadcaster and its licensors reserve the right to alter the Channels, including the name of the Channels and the programming exhibited on the Channels;
  - (d) the Broadcaster in certain circumstances may not control the appropriate rights to exhibit certain programs on the Channels (hereinafter referred to as the "**Withheld Programs**"). Accordingly, Operator acknowledges and agrees not to exhibit, and shall block or black out the transmission of any Withheld Programs upon notification from Broadcaster;
  - (e) the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, and/or (iii) the encryption technology used for the Channels. In the event the Operator is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the Operator shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the Operator or its Subscribers for any failure on their part to access the Channels as a result of any such change; and
  - (f) The Operator shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the Operator and/or terminate the Agreement by providing the Disconnection Notice.

4.7 Offering of Channels

- (a) The Operator shall offer the Channels to the Subscribers either on Ala-carte basis or part of a Bouquet comprising the Channels. The Operator shall not make any limited period or event based offering or exhibition of any Channels to the Subscribers.
- (b) In case the Operator is subscribing to Bouquet(s) of the Broadcaster's Channels, the Operator shall ensure that it does not break such Bouquet while offering the same to its Subscribers. If the Operator breaks a Bouquet of the Broadcaster at any time during the Term, from such date, the Channels comprised in such Bouquet shall be deemed to have been subscribed by the Operator on an ala-carte basis and the Operator shall be liable to pay Monthly Subscription Fee on a-la-carte rates for all Channels in such Bouquet to the Broadcaster.
- (c) The channels selected in Bouquet by the Operator shall be deemed to have been availed on an a-la-carte basis by default.
- (d) The Operator shall package the Channels as per the Applicable Laws. In any event, the Operator

represents, warrants and undertakes that:

- i. the packaging of the Channels will not be disadvantaged or discriminated vis-a-vis the other channels of the same genre or include the Channels in any package or tier that contains any channel with obscene content or with any channel offering gambling services or promoting gambling or betting. The Operator shall serve the Broadcaster with prior written intimation of its intention to package/repackage/launch a new package (promotional or otherwise); and
  - ii. it shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel offered by it as part of a Bouquet for a period of six (6) months from the date of availing such Bouquet by a Subscriber or such other longer period for which the subscription charges have been paid by the Subscriber in advance. The Operator further agrees that once the Channel(s) has been included in the Bouquet offered by the Operator on its Platform, said Channel shall not be selectively switched off or taken off air by the Operator unless all other channels forming part of such Bouquet are switched off or taken off air by the Operator. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement.
- (e) The Operator shall use its best efforts to maintain for the subscribed Channels, the quality standard afforded to other channels of the same genre in a non-discriminatory manner. The Operator shall use reasonable efforts to maintain the service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

#### 4.8 EPG

The Operator shall create an EPG for distribution to its Subscribers (a copy of which shall be sent to Broadcaster simultaneously), then the programming schedule of each of the Channels shall be prominently featured in such schedules in the order of the EPG number for each of the Channels. In connection with the EPG, the Operator agrees as under:

- (a) shall declare the genre of the channels and such genre shall be either 'Devotional' or 'General Entertainment' or 'Infotainment' or 'Kids' or 'Movies' or 'Music' or 'News and Current Affairs' or 'Sports' or 'Miscellaneous';
- (b) shall place all the Channels available on its platform in the EPG, in such a way that all the television channels of a particular language in a genre are displayed together consecutively and one television channel shall appear at one place only. In the event the Operator intends to carry out any changes/modification in its EPG, it shall at all times ensure that the Channels of the Broadcaster shall continue to be placed within their respective genre and in the same relative position in the channel list as agreed to between the Parties and in compliance with the Applicable Laws, Cable Television Networks (Regulation) Act, 1995 and Rules framed thereunder.
- (c) shall ensure the EPG at all times contains information pertaining to the programs being broadcast on the Channels in a manner approved by the Broadcasters without any additional cost or fee;
- (d) shall assign a unique number for each television channels available on its Platform; and
- (e) the channel number once assigned to a particular television channel shall not be altered by the Operator without prior approval of the Broadcaster and TRAI. However, if the Broadcaster changes the genre or language of a Channel then the channel number assigned to that particular television channel shall be changed in order to place such Channel with the channels of the new genre or language in the EPG.

#### 4.9 Logical Channel Numbering (LCN)

- (a) The Operator hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing channels on a genre basis while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Operator's Platform;
- (b) The Operator agrees and undertakes to maintain the same relative position (rank) for each and every Channel of the Broadcaster mentioned in the Agreement, in the respective genre list as well as in its all channel list as agreed between the Parties. The Operator shall also ensure that it does not change the relative position of the Channels during the Term of the Agreement unless the same is approved by the Broadcaster in writing;



- (c) The Operator agrees to place the sports channels, namely, SIX, TEN 1 and TEN 2, in consecutive order within the sports "Genre Listing" as well as in the "all channel listing".

## 5. Monthly Subscription Fee, Discount Scheme and Promotional Offer

### 5.1 Monthly Subscription Fee:

- a) Broadcaster is offering its standard definition and high definition Available Channels on an A-la-carte basis and in a Bouquet. The Operator shall select the Channels from the list of Available Channels on an A-la-carte basis and/or opt for a Bouquet. The "**Rate**" shall mean either the MRP A-la-carte rate per applicable Channel per subscriber per month ("**MRP of A-la-carte**") or the MRP rate of the Bouquet per subscriber per month ("**MRP of Bouquet**") (as the case may be) as is set out in the Validation Form.

The Broadcaster offers discount to the Operator as per the Interconnection Regulations, which are detailed in Schedule A1. It is further clarified that if the Operator selects any of the Available Channels on A-la-Carte basis, the Operator shall be eligible for the discount scheme of the Broadcaster, provided the Operator, at the time of signing the Agreement, specifically selects one of the various options of the discount scheme which are explained and elaborated in Schedule A1 ("**Discount Scheme**"). For purposes of clarity, the Discount Scheme must be selected by the Operator at the time of signing of the Agreement failing which the Operator shall not be eligible for any discount(s) under the Discount Scheme. The Operator's compliance of the terms of this Schedule A1, shall be in addition to Operator's compliance of the rest of the terms of this Agreement.

For avoidance of doubt, it is hereby clarified that the Discount Scheme is optional and the Operator is under no obligation to opt for any of the discount options of the Discount Scheme to avail the Broadcaster's Available Channel(s). In the event the Operator chooses to opt for / avail any of the discount options of the Discount Scheme as mentioned in **Schedule A1**, the Operator will have to comply with all the conditions stipulated in the respective discount option to be eligible for getting discount under the Discount Scheme.

"**Monthly Subscription Fee**" shall be the amount payable by the Operator to the Broadcaster (for availing the signals of Broadcaster's Channels on a monthly basis in connection with the Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet (as applicable) reported by the Operator for that particular month multiplied by the Operator Rate specified in Schedule A which shall be exclusive of all taxes and levies.

- b) For each month or part thereof during the Term of the Agreement, the Operator shall pay to the Broadcaster Monthly Subscription Fee as specified above, on or before the due date mentioned herein.
- c) The "Monthly Average Active Subscriber Level" for each Channel or Bouquet shall be equal to the average of the number of active Subscribers subscribing that A-la-Carte channel or Bouquet, as the case may be, recorded four times in a month, as provided in Schedule C.
- d) For the purpose of calculation of the Monthly Subscription Fee payable, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Broadcaster's Channel(s) and/or Bouquet of Broadcaster's Channels through the Operator.

### 5.2 Calculation of Monthly Subscription Fee

#### a) In case Operator avails one or more or all Broadcaster's Channels on A-la-Carte basis:

- (i) If the Operator is providing the Channels on A-la-Carte basis to its Subscribers, the Monthly Subscription Fee for such A-la-Carte Channel(s) shall be equal to the Operator Rate of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the Operator for that month for that particular Broadcaster's Channel(s).

#### Illustration:

If Operator has opted for the SET channel of the Broadcaster on A-la-Carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is say 10000 subscribers for SET channel, then the Monthly Subscription Fee payable by the Operator for that particular month for SET channel will be calculated as:



MRP of SET channel	Rs. 24.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 4.80/-
Operator Rate payable to the Broadcaster	Rs. 19.20/-
Monthly Average Active Subscriber Level for SET channel reported by Operator	10,000 subscribers
Monthly Subscription Fee for SET channel for that month	<b>Rs. 1,92,000/-</b> (Rs. 19.20 x 10,000)

Note: The MRP and Monthly Subscription Fee mentioned in all the Illustrations herein is exclusive of applicable taxes and levies.

- (ii) If the Operator offers the A-la-Carte Channel(s) in packages of the Operator, then the Monthly Subscription Fee for each of the A-la-Carte Channels availed by the Operator, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte Channel(s) has been placed multiplied by Operator Rate of each channel(s).

**Illustration:**

If Operator has opted for SET MAX channel on A-la-Carte basis and has placed SET MAX channel in package "X" of the Operator. The Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 subscribers for package X, then the Monthly Subscription Fee payable by the Operator for that particular month for SET MAX channel will be calculated as under:

MRP of SET MAX channel	Rs. 12.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 2.40/-
Operator Rate payable to the Broadcaster	Rs. 9.60/-
Monthly Average Active Subscriber Level for Package X reported by Operator	10,000 subscribers
Monthly Subscription Fee for SET MAX channel for that month	<b>Rs. 96,000/-</b> (Rs. 9.60 x 10,000)

**b) In case Operator avails one or more Bouquet(s) of Broadcaster's Channels:**

the Monthly Subscription Fee payable by Operator to Broadcaster for such Bouquet(s) shall be equal to the Operator Rate of the Bouquet(s) payable to the Broadcaster multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the Operator for that particular month.

**Illustration:**

If Operator has opted for the Bouquet Happy India Marathi Blockbuster (SPN00000HIMB) and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for the Bouquet Happy India Marathi Blockbuster (SPN00000HIMB) then the monthly Subscription Fee payable by the Operator for that particular month will be calculated as under:

MRP of Happy India Marathi Blockbuster Bouquet (SPN00000HIMB)	Rs. 24.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 4.80/-
Operator Rate payable to the Broadcaster	Rs. 19.20/-
Monthly Average Active Subscriber Level for Happy India Marathi Blockbuster Bouquet (SPN00000HIMB) reported by Operator	10,000 subscribers
Monthly Subscription Fee for Happy India Marathi Blockbuster Bouquet (SPN00000HIMB) for that month	<b>Rs. 1,92,000/-</b> (Rs. 19.20 x 10,000)

**c) In case an Operator avails one or more Broadcaster's Channels on A-la-Carte basis and also opts for different Bouquet(s) of Channel(s) not comprising of the Channels opted on A-la-Carte basis:**

- (i) For the channels opted on A-la-Carte basis, the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 5.2.(a)(i) above.  
(ii) For Bouquet(s), the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 5.2.(b) above.

- 5.3 The Monthly Subscription Fees shall be paid by the Operator to Broadcaster in Indian Rupees by (i) demand draft/pay order/cheque drawn in favour of "Sony Pictures Networks India Private Limited" or (ii)

electronic wire transfer into the Broadcaster's designated bank account, accompanied by documentary evidence certified by the Operator's bank that the payment has been transferred to the Broadcaster's designated bank account.

- 5.4 All payments collected by Broadcaster from the Operator shall be on first in first out basis and shall be adjusted/credited to the invoice outstanding for the longest period. The Operator shall have no right to withhold or claim adjustment/set off Monthly Subscription Fees under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscribers, counterclaim against Broadcaster etc.).
- 5.5 Monthly Subscription Fee
- (a) The Monthly Subscription Fees shall be calculated as specified above.
- (b) Any discounts or similar offerings made by the Operator to the Subscribers in respect of the Channels shall be at the sole cost and expense of the Operator.
- 5.6 Payment of the Monthly Subscription Fee shall be subject to deduction of any withholding tax/TDS at the prescribed statutory rate in accordance with the provisions of the Indian Income Tax Act, 1961 as amended from time to time. The Operator shall provide tax withholding certificates to Broadcaster within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issued there under.
- 5.7 The Parties agree to be bound by the following Goods and Services Tax ("GST") related provisions:
1. For the purpose of this Agreement, the Broadcaster's "Bill From" address and GST registration number(s) have been specified in Schedule B hereto.
  2. For the purpose of this Agreement, the Operator's "Bill To" address and GST registration number have been specified in Schedule B hereto.
  3. The Operator may use the HSN/ SAC provided by Broadcaster or adopt a different HSN/ SAC as per their interpretation. However, the Operator acknowledges that in either case, Broadcaster shall not be held responsible or liable for any liability that arises on account of dispute related to HSN/ SAC classification.
  4. In connection with the Monthly Subscription Fee payable to the Broadcaster, the following additional clauses would apply:
    - a) The Monthly Subscription Fee payable shall be exclusive of Indirect taxes/GST.
    - b) In cases where the Operator procures the Channels for its multiple premises, monthly Subscriber Reports for each such premises would be separately provided by the Operator.
    - c) The Monthly Subscription Fee shall also be subject to deduction of applicable TDS (under Income tax and GST law as well). The Operator shall also furnish a certificate to the Broadcaster against such deduction within specified time lines.
    - d) At the time of payment of the Monthly Subscription Fee to the Broadcaster, the Operator shall inter alia mention (a) that the payment is towards the Monthly Subscription Fee (b) Invoice details against which the said payment has been made which would also include the details of the premise and registration number of Broadcaster and the premise and registration number of Operator for which payment has been made and (c) Amount of payment along with TDS deducted thereon (GST TDS and/ or Income tax TDS).
    - e) The Operator acknowledges that in case where any advance Monthly Subscription Fee paid by the Operator is required to be refunded by the Broadcaster due to any reasons, amount of GST paid by Broadcaster would be refunded only when Broadcaster receives refund of such GST from the Government.
    - f) In the event there is any change in the amount of Monthly Subscription Fee, the Broadcaster shall issue GST compliant supplementary invoice, debit/ credit note (as the case may be) or any other document in this regard along with applicable GST / reversal of GST to the Operator (as the case may be). Operator would be responsible to reverse input tax credit where such document is issued and should not dispute such amount.
  5. For the purposes of this Agreement and basis the information/documents provided by the Operator, the Broadcaster shall charge the applicable rate of GST.
  6. In case the Operator is eligible for any exemption or lower rate of tax, the Operator is responsible to provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates before supply of signals is made. In absence of this, no tax exemption/ lower rates would be extended.
  7. The Parties acknowledge that in case of any incorrect / incomplete or any type of non-compliance at its end (defaulting Party) because of which a demand is raised by the tax authorities on the other Party (non-defaulting Party), the defaulting Party shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the non-defaulting Party. In the event the Operator had executed an agreement with Broadcaster prior to this Agreement under which Operator owes any outstanding sums to Broadcaster, the Operator is hereby obligated and liable to make payments of entire such outstanding sums promptly

(and in any event no later than five (5) days of the Operator signing this Agreement) failing which the Broadcaster reserves the right to terminate this Agreement at any time by providing a prior Disconnection Notice.

- 5.8 The Broadcaster reserves its rights to launch Promotional Offer(s) as per Applicable Law. The Operator may opt for such Promotional Offer(s) by sending a written request (email permitted) to the Broadcaster. Such Promotional Offer(s) shall be deemed to be an integral part of this Agreement and shall be valid and operational only as per the terms mentioned in the respective scheme of Promotional Offer(s).

## 6. Payment Terms

- 6.1 The Monthly Subscription Fee shall be paid by the Operator in arrears within fifteen (15) days from receipt of invoice/provisional invoice (as the case may be) (the "**Due Date**") which shall be raised by Broadcaster on the basis of a detailed Subscriber Report to be submitted by the Operator to Broadcaster in accordance with Clause 6.3 below.
- 6.2 The Operator shall make the payment of the Monthly Subscription Fee on each Due Date without any deduction except deduction of TDS/withholding tax in accordance with Clause 5.6. The Operator shall be required to make payment of the Monthly Subscription Fee on or before each Due Date in accordance with the terms hereof, and any failure to do so on the part of the Operator shall constitute a material breach of this Agreement. Broadcaster shall have a right to charge interest at a monthly rate of 18% on that portion of each Monthly Subscription Fee which remains unpaid after the Due Date. The imposition and collection of interest on late payment of Monthly Subscription Fees does not constitute a waiver of the Operator's absolute obligation to pay the Monthly Subscription Fees on or before the Due Date.
- 6.3 Within seven (7) days of end of each month during the Term, the Operator shall provide the Subscriber numbers, recorded four times in a month as specified in Schedule C for each of the Channels opted by the Operator, both for a-la-carte and bouquet offerings of the Broadcaster ("**Subscriber Report**"), based on which Broadcaster shall raise an invoice for the Monthly Subscription Fee on the Operator. In case the Operator fails to send the Subscriber Report within the stipulated period of seven (7) days, Broadcaster shall have a right to raise a provisional invoice ("**Provisional Invoice**") and the Operator shall be under an obligation to pay the Monthly Subscription Fee on the basis of such Provisional Invoice in accordance with the terms herein. However, it is agreed by Broadcaster that the Provisional Invoice shall be for an amount increased by ten percent of the Monthly Subscription Fee payable by the Operator for the immediately preceding month. Provided that the Operator shall provide the Subscriber Reports at the earliest and ensure that the reconciliation for the Provisional Invoices and actual fee payable on the basis of the Subscriber Reports shall be conducted within three months from the date of issue of such Provisional Invoice.

In case of default by the Operator on account of non-submission of Subscriber Reports, it shall be deemed to be a material breach and entitle the Broadcaster to initiate appropriate steps for disconnection of signals of its Channel(s) and / or terminate this Agreement for material breach of this Agreement. In such an event the Broadcaster shall have an option to levy an additional charge for said material breach whereby the Operator shall be liable to pay to the Broadcaster an amount equivalent to previous three months' invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report

However, nothing contained herein, amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per Applicable Law.

- 6.4 All Monthly Subscription Fee payments hereunder are exclusive of all applicable indirect taxes including but not limited to GST. All such taxes shall be at the Operator's cost and will be charged at the prevailing rates by Broadcaster to the Operator.
- 6.5 The Operator shall make payment of the Monthly Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the Operator or its JVs from the Broadcaster.
- 6.6 In order to avail Discount(s) (as enumerated in Schedule A1 hereto), the Operator shall share the Discount Qualifying Reports (as defined in Schedule C hereto) for calculation of the opted discounts along with the Subscriber Reports, not later than 15 days from the date of submission of such Subscriber Reports ("**Discount Qualifying Report Deadline**"). Subject to eligibility, Broadcaster shall intimate (emails permitted) the Operator of the entitled discount value ("**Eligible Discount Value**") within 15 days from the receipt of correct/error-free Discount Qualifying Report. On receipt of the same, the Operator shall raise duly signed invoices (preferably digitally signed) on the Broadcaster, in accordance with the applicable GST laws towards the Eligible Discount Value on the Broadcaster within 7 days from date of receipt of said

intimation from the Broadcaster (“**Discount Invoice Deadline**”). The Operator’s invoice towards such Eligible Discount Value shall refer to the Goods and Service Tax Identification Number (GSTIN) of the Broadcaster which is included in the Broadcaster’s invoice raised towards the Monthly Subscription Fee payable by the Operator.

The Eligible Discount Value shall be paid by Broadcaster to the Operator within fifteen (15) days from the date of receipt of valid invoice from the Operator as set out herein above (or adjusted as more specifically stated in clause 6.7 hereinbelow), subject to Operator making payment of the Monthly Subscription Fee to Broadcaster as set out in clause 6.1 above for the relevant month. In the event the Operator defaults in providing the Discount Qualifying Reports and/or Discount invoice(s) so as to enable Broadcaster to ascertain and process the Eligible Discount Value, the Operator shall not be entitled to the discounts until the Operator provides the same within three (3) months from the Discount Qualifying Report/Discount Invoice Deadline. No claims from the Operator shall be entertained post this deadline and the Operator shall be deemed to have waived off its right to claim Discount under the Agreement. For avoidance of doubt, it is hereby clarified that nothing contained in this clause shall have any bearing on the Operator’s obligation to pay the Monthly Subscription Fees to Broadcaster as stated herein above and the Operator shall be required to pay the Monthly Subscription Fees as stated therein.

The Eligible Discount Value payable by Broadcaster to the Operator in respect of discount shall be subject to deductions of all applicable taxes.

- 6.7 If the Broadcaster finds discrepancies in the invoice(s) raised by the Operator, the Broadcaster shall have the right to reject such invoice(s) and communicate the correct discount amount that the Operator is entitled to. The Operator shall thereafter furnish the correct invoice(s) immediately to the Broadcaster. Notwithstanding anything to the contrary contained herein, the Broadcaster shall at its sole option have the right to adjust the amount payable against such invoice(s) from the outstanding Monthly Subscription Fee(s) payable by the Operator to the Broadcaster.
- 6.8 The Operator shall issue tax invoice in the format and containing all information required to be mentioned therein under provisions of law currently applicable or introduced in future. Broadcaster will not be liable to pay any taxes if the same is not charged in the appropriate manner on the invoice issued under this Agreement. Further, Operator undertakes to pay taxes charged and collected from Broadcaster to the credit of appropriate Government and also comply with other provision related to reporting of such taxes in appropriate form and time as per applicable provision of law. If at any time credit for taxes charged and collected by Operator is denied to Broadcaster or payment of taxes is sought from Broadcaster due to, but not limited to, issuance of deficient invoice or default in payment of taxes or non-compliance of applicable laws and regulations by Operator, Operator shall indemnify Broadcaster against any such denied credits or taxes recovered as well as any interest and penalties imposed on Broadcaster in this regard.
- 6.9 In due compliance of its obligations, Operator shall remit the GST so charged (if any) from Broadcaster, subject to a valid invoice / debit note, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTIN platform, which enables Broadcaster to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on Broadcaster) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to Broadcaster under its appropriate GST registration under applicable laws for non-payment of taxes charged to Broadcaster or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTIN platform), then the Operator shall rectify the said non-compliances/errors to ensure that Broadcaster gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Operator as above, then Broadcaster shall have the right to set off such shortfall against the subsequent payments of the Eligible Discount Value to the Operator or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the Operator.
- 6.11. The Operator shall nominate a person who will be single point of contact for Broadcaster for all communication regarding any discrepancy on GSTIN reporting by Operator. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under this Agreement, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.
- 6.12 As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other’s concerns in relation to such compliance.
- 6.13 The Operator shall not be entitled for any discount (s) in the event:

- the Operator fails to comply with any of the terms and conditions of the Agreement and/or
- the Operator fails to meet any of the discount qualifying parameters and/or fails to submit the Discount Qualifying Reports in the prescribed format on or before the Discount Qualifying Report Deadline and/or
- there is a discrepancy in the Monthly Subscriber Reports and Discount Qualifying Report submitted by Operator.

6.14 The Broadcaster shall have the right to audit the Addressable Systems, CAS, SMS and other related systems of the Operator as detailed out in Schedule E by an Empanelled Auditor to verify the Operator's compliance of its obligations, declarations, representations and warranties under this Agreement including but not limited to the accuracy and validity of the monthly Discount Qualifying Reports submitted by Operator to Broadcaster for availing discount hereunder.

## 7. Subscriber Reports

- 7.1 The Operator shall maintain, at its own cost, SMS which shall be fully integrated with the CAS. The Operator warrants that any activation or de-activation of a Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.
- 7.2 The Operator shall provide to Broadcaster complete and accurate number of Subscribers of the Channels in the Subscriber Reports and the tier and/or package in which the Channels are included within seven (7) days from the end of each month in the format provided by Broadcaster enclosed herewith as **Schedule C** together with such other information as Broadcaster may require for determining the Monthly Average Active Subscriber Level and the Monthly Subscription Fee.
- 7.3 The Subscriber Reports provided by the Operator to Broadcaster in accordance with Clause 7.2 shall be system generated only through SMS and must be in a non-editable format and a 'pre-defined read only format' such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included) and the Monthly Subscription Fees payable to Broadcaster.
- 7.4 The Subscriber Reports shall be signed and attested by an authorized officer of the Operator of a rank not less than Head of Finance /Chief Financial Officer or any person duly authorized by the Operator who shall certify that all information in the Subscriber Report is true and correct. The Operator acknowledges that submission of the Subscriber Report in accordance with the provisions hereof is material to Broadcaster.
- 7.5 The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports submitted by the Operator, and (ii) the payments due to Broadcaster hereunder.

## 8. Equipment

### 8.1 Procurement of Equipment

- (a) IRDs used for decoding the signals of the Channels, details of which are specified in the Hardware Form, is either provided by Broadcaster to the Operator or procured by the Operator directly from the market at its own cost. The Viewing Card and/or CAM for the IRD shall always be provided by Broadcaster to the Operator and shall at all times remain the property of the Broadcaster.
- (b) Where the IRD is procured by the Operator directly on its own from the market, Operator shall ensure that the same meets the technical and other parameters as may be notified by Broadcaster. The Operator shall at all times be responsible for proper functioning, repairs, replacement or maintenance of such procured IRDs.
- (c) In the event the Operator requests in writing, Broadcaster may supply or cause to supply the Equipment in accordance with the current policy of Broadcaster. Broadcaster may in its sole discretion require the Operator to make the following payments against delivery of the Equipment:
- i) Processing Fee: Broadcaster may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Channel as per Broadcaster policy.
  - ii) Replacement Fee: In case the Operator requires replacement of defective Equipment, the Operator shall pay a non-refundable service charge per IRD or per VC, as the case may be, for one-time replacement. The service charge amount shall be intimated by Broadcaster based on the nature of defect in the IRD or VC as the case may be.



- iii) Courier/Taxes: The Operator shall pay the courier charges, taxes and other applicable levies and transportation charges for the Equipment.
- (d) It is expressly agreed between the Parties that if within fifteen (15) days from the date of dispatch of the Equipment to the Operator by Broadcaster, the Operator does not intimate Broadcaster the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.
- 8.2 Equipment provided by Broadcaster to the Operator, shall at all times remain the property of the Broadcaster, and not of the Operator. Broadcaster may require the Operator to pay a refundable security deposit (the "**Security Deposit**") before Broadcaster delivers the Equipment to the Operator. The Security Deposit, if not received separately shall first be adjusted from the subscription fees paid by you and only after the same is fully adjusted, the balance amount paid would be apportioned towards the monthly subscription fees payable by you under the Reference Interconnect Offer Agreement and the unadjusted subscription fees shall be carried forward and shall become due and payable by you accordingly. Upon the return of the Equipment to Broadcaster by the Operator, Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the Equipment, which shall be determined by Broadcaster at its sole discretion. Further, in the event, the Operator fails to return the Equipment to Broadcaster, the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD to Broadcaster for the period during which the default continues.
- 8.3 The Broadcaster makes no representation or warranty as to the capabilities of the Equipment provided by it to the Operator and the Equipment shall be provided on "as is where is" basis. Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such Equipment. However, in the event such Equipment require repair or replacement, the Operator may send a written request (email permitted) to Broadcaster and Broadcaster shall endeavour to have the Equipment repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All Equipment provided by Broadcaster to the Operator shall be returned to the Broadcaster as directed by Broadcaster immediately upon expiry or prior termination of the Agreement.
- 8.4 The Operator undertakes and covenants that each Equipment provided by Broadcaster to the Operator:
- (a) shall be kept at a secure location approved by Broadcaster in writing and the same shall not be moved from the installation address as specified in Hardware Form. The Operator grants Broadcaster and/or its authorized agents the right at any time to enter the installation address to verify the presence of, and to inspect and test, each Equipment at the installation address. In the event any Equipment is missing, Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover such Equipment. Further, in the event any Equipment is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator shall immediately inform Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of such Equipment, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the Equipment shall be borne solely by the Operator. In case such Equipment is not recovered, the Security Deposit shall be transferred to the Broadcaster in lieu of such Equipment and the Operator agrees that the Broadcaster shall be free to recover the balance costs, if any, of such Equipment from the Operator;
- (b) is not opened, tampered with or reverse engineered in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of the Operator, Broadcaster may suspend the delivery of the Channels (after complying with the Applicable Laws) without any liability and the delivery of the Channels will be restored only at Broadcaster's discretion and subject to Operator paying a non-refundable reactivation fee of Rs. 5000/- (Rupees five thousand only) per Channel or higher as per the existing policies of Broadcaster for each such event of suspension. The Operator acknowledges that the reactivation fee is not a penalty but a reasonable cost to be incurred by Broadcaster for the restoration of the Channels after suspension. If the seal of the IRD is found to be broken, the Broadcaster may take back possession of the IRD and forfeit the Security Deposit of the Operator. Further, the Broadcaster shall be free to recover the balance cost, if any, of such IRD from the Operator if the Security Deposit does not cover the cost of such IRD. The Operator agrees to use the Equipment only in accordance with the technical specifications established by the manufacturer of the Equipment;
- (c) is not sold, assigned, pledged or otherwise transferred to any third party;
- (d) shall be returned forthwith to Broadcaster in the event the Operator merges or amalgamates with another entity or ceases to operate its Platform, ; and



- 8.5 The Operator understands that mere possession of the Equipment and making all payments relating to it does not guarantee access to the Channels, if the remaining clauses of the Agreement are not adhered to.
- 8.6 In the event the Operator fails to pay the Monthly Subscription Fees and/or upon expiry or termination of the Agreement, Broadcaster shall be entitled to take back the possession of the Equipment from the Operator and deactivate the Viewing Cards.
- 8.7 In order to recover possession of the Equipment from the Operator, the Operator shall ensure that the authorized personnel of Broadcaster are provided with unobstructed access to the premises of the Operator where the Equipment are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of Broadcaster visit the premises during normal office hours.
- 8.8 the Operator may be required to purchase from Broadcaster approved vendors the IRDs that shall be in compliance with the Technical Specifications or, depending on availability, Broadcaster may provide on loan to the Operator such IRDs subject to payment of activation fee and annual maintenance fee, as applicable, at the sole discretion of Broadcaster.
9. **Anti-Piracy**
- 9.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "**Piracy**"), the Operator shall, prior to the commencement of the Term and at all times during the Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the Platform and conditional access delivery and content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures (hereinafter collectively referred to the "**Security Systems**") as may be specified in a non-discriminatory manner hereunder or in writing, from time to time, by Broadcaster.
- 9.2 To ensure the Operator's ongoing compliance with the security requirements as set out in this Agreement, Broadcaster may require technical audits ("**Technical Audit**") to be conducted by Empaneled Auditor, at Broadcaster's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Operator or Broadcaster, then Operator shall work with Broadcaster in resolving this issue in the next fourteen (14) business days. Operator shall, if required, forthwith resort to appropriate remedial measures, by way of adopting appropriate state of the art or next generation technology that shall improve the accuracy and efficacy of the Security Systems. If a solution is not reached to Broadcaster's satisfaction by the end of said 14 days then, Broadcaster may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to Broadcaster's satisfaction.
- 9.3 For every Technical Audit referred to above, Operator shall make available all the data, records, systems information and details for inspection and audit by Empaneled Auditor along with Broadcaster's authorized representatives on reasonable notice to the Operator, during normal business hours during the term of the Agreement and for 1 (one) year after the termination of this Agreement. Provided further that neither Broadcaster's acceptance of any such information nor payment for any deficiency or Broadcaster's inspection or audit of the Operator's records or accounts shall prevent Broadcaster from later disputing the accuracy or completeness of any payment made or information supplied by the Operator. Broadcaster and its representatives shall be entitled to visit all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such inspection and audit. The Operator undertakes to provide and cause to provide access to all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such inspection and audit by Broadcaster or its representatives.
- 9.4 The Operator shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed/transmitted through its Platform at least once every 10 minutes on 24 x 7 x 365(6) basis. The Operator undertakes to initiate the finger printing as and when requested by the Broadcaster, in the event any piracy is detected.
- 9.5 The Operator shall comply with all content protection measures that may be specified by Broadcaster from time to time and shall report compliance to Broadcaster in a timely manner as may be required and specified by Broadcaster. The Operator shall also allow Broadcaster full access to systems and controls for Broadcaster to be satisfied that the Operator is fully compliant with such content protection measures as may be specified by Broadcaster in this regard.

- 9.6 The Operator shall not allow unauthorized taping or receipt of the Channels. The Operator shall not authorize, cause or suffer any portion of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for linear distribution by Operator at the time the Channel(s) is made available. The Operator shall not authorize or permit infringement of any copyrighted material exhibited on the Channel(s), or use the rights granted to it under this Agreement for any unlawful purpose.
- 9.7 If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channel(s) for any other purpose, the Operator shall immediately notify Broadcaster and the Operator shall switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a set top box with the Recorder facility which has been supplied to the Subscribers by the Operator shall not be treated as unauthorized use; provided (a) such Recorder facility in the STB complies with the terms of this Agreement; (b) such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber, (c) the Subscriber uses it strictly for non-commercial use and personal consumption.
- 9.8 If so instructed by Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized Subscriber indulging in Piracy, within ten minutes from the time it receives such instruction from Broadcaster. Any communication under this Clause shall be considered as valid information only if the information is sent through official e-mail of a designated officer of Broadcaster. However, such foregoing information may even be provided by Broadcaster representatives through other means of communications such as telephonic message, fax, etc. and the said information shall later be confirmed by Broadcaster through e mail and the Operator shall be under an obligation to act upon such information relating to Piracy and switch off the concerned STB.
- 9.9 In such instances where the Operator is the only party that is allowed to initiate legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the Operator agrees to grant necessary rights to Broadcaster to initiate legal action. In the event Broadcaster cannot initiate such legal action, against an unauthorized party, for want of locus standi, the Operator agrees to initiate the same. In all cases where legal action is initiated by Broadcaster, the Operator agrees to provide Broadcaster with all the necessary/required assistance.
- 9.10 In addition to the above, the Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule D.

**10. Audit and Subscriber Management System**

- 10.1 The Operator shall once in a calendar year cause audit of its subscriber management system (SMS), conditional access system (CAS) and other related systems from such auditors as empaneled by TRAI from time to time under the TRAI Regulations to confirm inter alia whether their SMS, CAS and other related systems are in compliance with the TRAI Regulations and also to verify and confirm whether the monthly Subscriber Reports made available by the Operator to broadcasters are complete, true and correct, and issue an audit report to this effect to Broadcaster within 24 hours of receipt of the said report from the auditor. The Operator shall obtain a certificate from such auditor that the Operator's digital addressable systems meets the requirements specified under the TRAI Regulations provided that failure to comply with this provision by the Operator will constitute a material breach of this Agreement. The audit and penalty under this clause shall be as per notification namely, "The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Amendment) Regulations" issued by TRAI on 30.10.2019 (and as may be amended from time to time)
- 10.2 In the event, Broadcaster is not satisfied with the report received by the Operator under clause 10.1 of this Agreement, Broadcaster shall have the right to review and/or cause audit from such auditors as empaneled by TRAI of the SMS, CAS, other related systems and records of SMS and CAS of the Operator relating to the Channels for the purpose of verifying the amounts payable to Broadcaster under the Agreement once in a year, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement, for which the Operator shall provide full co-operation. The scope of the said audit will be as defined in Schedule E to this Agreement. If such review and or audit reveals that additional fees are payable to Broadcaster, then after measurement of such incremental Fees (which should be done by Broadcaster by 10<sup>th</sup> day from the end of review/audit), Broadcaster shall raise invoice on the Operator for payment of differential Fees. Further such date of determination shall be deemed to be the completion of event for the differential Fees to be paid by the Operator. The Operator shall immediately pay such fees, as increased by the late payment interest rate, failing which Broadcaster may, notwithstanding anything contained elsewhere in the Agreement, suspend any of the Channel or terminate this Agreement, by giving such notice to Operator as is required under applicable TRAI regulations, without prejudice to Broadcaster's right to claim the additional fees. If any fees due for any period exceed the fees reported by the Operator to be due for such period, by two (2) percent or more, the Operator shall pay all of Broadcaster's costs incurred in connection with such review and/or audit and take any necessary actions to avoid such errors in the

future. At the end of each of these audits, the Operator shall provide Broadcaster with a current date channel-wise (Bouquet/A-la-carte) subscriber report from its SMS, certified by its SMS manufacturer/vendor.

- 10.3 Notwithstanding anything to the contrary contained herein, if during review and/or audit of the SMS, CAS, other related systems and records of SMS and CAS of the Operator, it is revealed that the Operator has misrepresented any information contained in the Discount Qualifying Report or any item having a bearing on the computation of the opted Discounts and/ or the Monthly Subscription Fee payable by the Operator, the Broadcaster shall be entitled to revoke all the Discounts availed by the Operator and seek appropriate refund of same along with interest. If Broadcaster has already paid the Eligible Discount Value, in which case Operator shall be liable to issue a credit note in accordance with applicable GST Laws to Broadcaster of the Eligible Discount Value already paid by Broadcaster.
- 10.4 The Operator shall maintain at its own expense the SMS, capable of, at a minimum:
- i. maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
  - ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an IT enabled infrastructure whereby Subscriber contracts are collected, returned and recorded in the SMS database for ongoing administration;
  - iii. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
  - iv. administering payments of any commission fees from time to time payable to the Operator's authorised agents for the sale to Subscribers of programming packages;
  - v. obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion; and
  - vi. that will enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers.
- 10.5 In addition to the various rights and remedies as may be available under law, any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement causing substantial loss to Broadcaster. Provided that nothing stated herein above amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per applicable Law, if such Audit reveals that the Addressable System being used by the Operator does not meet the requirements specified in the Telecommunications (Broadcasting & Cable) Services Digital Addressable Systems Audit Manual dated 8th November 2019 ("**Audit Manual**") (as may be amended from time to time).
- 10.6 The Operator shall be under a legal obligation to revert within five (5) days ("**Revert Period**") after a request is received for audit from Broadcaster. In the event the Operator fails to respond or fails to provide a convenient date for audit falling within two weeks of the request date then in such an event, it shall be deemed to be refusal on the part of the Operator to allow the Broadcaster to conduct audit. Accordingly, Broadcaster would be entitled to disconnect the signals of the Channels of the Broadcaster after following due process of Applicable Law.
- 10.7 It is hereby agreed between the Parties that if the Operator uses DRM in place of CAS, then all the provisions applicable to CAS as set out in this Agreement shall apply to DRM.
- 10.8 The Operator acknowledges that in the event the Operator confirms a date for audit of its System to the Broadcaster and consequently the TRAI empanelled auditor appointed by the Broadcaster along with Broadcaster's representative reaches the Operator's headend on the scheduled audit date and where the audit is cancelled or postponed or abandoned, due to any reason attributable to the Operator, in such a case entire cost for the said audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall stand to the account of the Operator as due and payable to the Broadcaster. The Operator agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the Operator in this regard.

## 11. Representations and Warranties

- 11.1 The Operator represents, covenants, warrants and undertakes to Broadcaster as follows:
- i. it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder;
  - ii. by executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party;

- iii. it has the appropriate net worth, necessary infrastructure including office, support staff and the equipment for running the Platform smoothly and efficiently and discharging its entire obligations under this Agreement;
- iv. it shall abide by the Applicable Laws including Cable TV Act and Interconnection Regulations;
- v. it shall duly inform Broadcaster in the event of any changes or termination in its registration/license;
- vi. the STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs and their installed CAS microchip used by the Subscribers shall prohibit use of digital outputs;
- vii. it shall provide the accurate Subscriber Reports and pay the Monthly Subscription Fees on the Due Dates, together with applicable taxes;
- viii. it shall not retransmit the Channels via any medium other than the Operator's Platform;
- ix. it shall provide Broadcaster with 10 STBs for which Broadcaster shall pay applicable charges authorized for every Channel distributed by the Operator for monitoring the anti-Piracy;
- x. it shall maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster of any degradation to signal of any of the Channels;
- xi. it shall ensure that EPG functionality, user interface and on screen display ("OSD") appears at the Subscriber's option provided such interface appears at the bottom part of the screen and does not cover more than 10 % of the television screen size and does not obscure the program on the Channel;
- xii. it undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channels;
- xiii. it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease;
- xiv. the content stored in the PVR or DVR shall always be encrypted and shall not be capable of transfer to and/or play on other devices;
- xv. it shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Channels;
- xvi. it shall not discourage in any manner whatsoever the Subscribers and/or general public at large from not subscribing to the Channel(s) and/or it shall not engage in any kind of negative marketing/advertising/running scrolls that may discourage the Subscribers and/or general public at large from subscribing the Channel(s);
- xvii. it shall not modify, misuse or tamper with the Equipment including the seal (paper or holographic seal to prevent opening of the Equipment) or any signals emanating therefrom in a manner that prevents the correct identification of the Equipment by their original identification code or interferes with the signals emanating therefrom;
- xviii. it shall keep the Equipment in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in the Equipment;
- xix. it undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify Broadcaster against any default or non-payments in this regard;
- xx. upon expiry/termination of the Agreement, it shall return to Broadcaster the Equipment in good working condition and pay to Broadcaster all outstanding payments that may be payable to Broadcaster under

the Agreement on the date of termination;

- xxi. it further ensures that the Channels shall only be activated through the digital addressable STB which meets the specifications prescribed by Bureau of Indian Standards ("**BIS**");
- xxii. once the Channels are included in a Bouquet, the Operator shall not stop exhibition of the Channels without strictly following the procedure prescribed for changing the composition of the Bouquet under the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 and shall also be under a legal obligation to comply with the conditions stipulated in the Discount Scheme opted by the Operator (if any);
- xxiii. it shall allow distinct choice of Channels and Bouquets of Channels to each TV connection or set top box in a Multi TV Home.
- xxiv. it shall comply and remain fully compliant with the terms of this Agreement at all times during the Term;
- xxv. it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees as stipulated by TRAI/Applicable Laws, as a precondition to receive the signals of the Broadcaster;
- xxvi. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster;
- xxvii. none of Broadcaster's Channels shall be included in any package or tier that contains any channel with pornographic content or any gambling channel or any channel which is prohibited to be broadcasted under the Applicable Laws;
- xxviii. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, licence or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement;
- xxix. It is financially solvent and is capable of discharging its payment obligations under this Agreement; and
- xxx. It shall not discontinue carrying the television Channel(s) of the Broadcaster on its network unless the requirement as regards the discontinuation threshold for a television Channel as prescribed in Schedule VIII of Regulation 4(8) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 as amended by the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020; is fulfilled.

## 11.2 Other Obligations of the Operator

- a. If the Operator merges with, acquires or is acquired by a competing MSO operating in the Authorised Area ("**Competing Platform**") and the Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the Channels/s pursuant to this Agreement or the Operator distributes the said Channel to the Subscribers of the Competing Platform, the Operator or the successor company shall be obligated to pay the Broadcaster the Monthly Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of Operator and the Competing Platform or the successor company/affiliates/joint ventures/networks (as the case maybe).

If the Operator merges with, acquires or is acquired by a Competing Platform and the Channel(s) are carried on Platform and the Competing Platform, then the Monthly Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of the Broadcaster, with the platform and Competing Platform prior to such merger, till a fresh agreement is entered into with the Broadcaster for the combined entity.

Without prejudice to the aforesaid provisions, the Operator agrees not to connect or make available the signals of the Channels through the Distribution System to any Independent Affiliate, having outstanding arrears payable to the Broadcaster, without the Broadcaster's prior written consent vide a written agreement. The Broadcaster has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the Operator does not clear all the outstanding amounts payable by the Independent Affiliate to the Broadcaster for such time the Independent Affiliate has been availing the signals of the Channels.



- b. The Operator shall not offer limited period exhibition of any Channel(s) to Subscribers.
- c. The Operator shall not distribute the Channels outside the Authorised Area through any other mode without the express written consent/agreement of the Broadcaster.
- d. The Operator shall display name and maximum retail price of all the Channels opted by the Operator in its electronic programme guide.
- e. Any agreement entered into by the Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and Operator shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.
- f. The Operator shall offer to all Subscribers the bouquet(s) of the Channels offered by Broadcaster for which interconnection agreement has been signed with the Broadcaster, without any alteration in composition of the bouquet(s). In case, the Operator opts for certain bouquet(s) but does not carry all the channels constituted in the bouquet, then the Operator shall be liable to pay for the Channels on an ala-carte basis.
- g. The Operator shall make the payment of Monthly Subscription Fee irrespective of the Operator's collection of the invoiced Monthly Subscription Fee from its sub-operator/affiliate/LCOs/Subscribers in a timely manner, the Operator shall pay the Monthly Subscription Fee on or before the Due Date prescribed in this Agreement.
- h. The Operator undertakes that it shall ensure and cause its Affiliates/LCOs who would be transmitting the signals of the Channels to the subscriber to comply with the terms of this Agreement and the requisite TRAI Regulations. The Operator acknowledges that in case of breach of this undertaking the Broadcaster shall be entitled to switch off the signals of the Channels. The Operator shall also provide details of such Affiliates/LCOs and keep the Broadcaster updated in this regard from time to time.
- i. In case the Operator operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the Operator to the Broadcaster in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.
- j. The Operator acknowledges and agrees that if it facilitates the broadcast of the competition channels in the same genre in multiple languages, the Operator shall extend the same facility to the Broadcaster's Channels as well at no additional cost.

## 12. Intellectual Property

- 12.1 Unless notified to the contrary by Broadcaster, in all trade references, advertising, promotion and marketing, the Channels shall be referred to exclusively as designated herein. As between Broadcaster and the Operator, Intellectual Property over the Channels, marks associated with the Channels, logo, names shall belong exclusively to Broadcaster or its Affiliates or Broadcaster's rights holder (collectively referred to as "**IP Owners**"). Operator shall not claim adversely to or challenge the rights of the IP Owners with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of the respective IP Owners and agrees to renounce such rights and sign all necessary documents which Broadcaster may require the Operator to do. The Operator shall not use any material contained in any of the Intellectual Property without the prior written consent of Broadcaster. If Broadcaster authorizes such use, the Operator shall use such Intellectual Property in connection with the Channels only and only in accordance with Broadcaster's written instructions. Broadcaster reserves the right to inspect any such material at any time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name or seek to register any Intellectual Property which in Broadcaster's opinion is colorable imitation or deceptively similar to the Intellectual property. The Operator shall include appropriate copyright and other legal notices as Broadcaster may require and shall promptly call to the attention of Broadcaster the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Authorized Area. The Operator shall within 10 days after termination of this Agreement return to Broadcaster, or at Broadcaster's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred to the IP Owners (and at no cost to Broadcaster or any of the IP Owners) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property.



- 12.2 The Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the Platform subject to prior written approval of Broadcaster. However, the Operator can use the Channel Marks to promote the Channel(s) through programme guide, programme listing and for the purpose of displaying the electronic program guide if any.
- 12.3 The Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The Operator acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the service) are and shall remain the exclusive property of the Broadcaster /IP Owners and its licensor(s), as applicable. The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the Operator with respect to the programmes included in the Channels. The Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by Broadcaster or its programme suppliers/licensor(s) and disclosed to Operator by Broadcaster for the purpose of this Agreement.

### 13. Advertising/ Marketing/Promotion

- 13.1 The Operator shall promote the Channels in the same manner and to the same extent as any other channels distributed by the Operator on its Platform; provided that the Operator may carry out any specific promotion with respect to certain specific channels, if such channels provide the Operator with financial assistance with respect to such promotion. Notwithstanding the foregoing, the Operator agrees that it shall provide Broadcaster with the same opportunity to carry out specific promotions for the Channels. Moreover, the Operator agrees that the Channels will be treated similarly in terms of size and prominence (taking into consideration the context) to other channels in any advertising material where the Channel Marks appear with the logos and names of all other channels. In any promotion and marketing of the Channels, the Operator shall use only promotional material provided or pre-approved by Broadcaster in strict adherence to Broadcaster's instructions or if the marketing materials for the Channels are created by or on behalf of the Operator, these must be submitted to Broadcaster for Broadcaster's prior written approval. Broadcaster shall make available to the Operator promotional and marketing materials in accordance with Broadcaster's prevailing current practices. Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. The Operator shall cooperate with Broadcaster in such research by making available information reasonably requested by Broadcaster including the relevant data and address details of its Subscribers. Broadcaster and the Operator agree to discuss joint marketing efforts and the coordination of marketing and promotion for the Channels and the Platform.
- 13.2 Notwithstanding anything contained elsewhere in this Agreement, the Operator shall not without the prior written permission of Broadcaster promote or associate itself in any manner whatsoever with any programming carried on the Channels. Specifically, the Operator shall not market, promote or in any other manner whatsoever seek to draw any association between Operator and any programme on the Channels. The Operator may only use the official logo of the Channels for any non-commercial purpose, promotional or marketing of the Channels on the Operator's network and provided such use is first approved by Broadcaster in writing.
- 13.3 The Operator shall not:
- i. engage in any kind of promotions, special screenings, private shows, exhibit in public viewing areas, any special schemes or any deals involving any particular event, show or programme on the Channels;
  - ii. use or exploit any of the logos or marks or the title of any event, show or programme of the Channels including without limitation, engaging in promotions via cutouts, banners or hoardings displaying any brand names or logos or trademarks of any such event; and
  - iii. obscure the viewing of any Channel by inserting any form of graphics, pop ups, aston bands, scrolls, squeezers, pre-rolls, post rolls, logos, brand names, virtual advertising, etc.

### 14. Term

- 14.1 Unless terminated in accordance with the terms hereof, this Agreement shall be valid for a period of one year from the date of execution of this Agreement, more specifically mentioned in Schedule A forming part of this Agreement. However, where the end date of the Agreement falls mid-month, in such case(s) the end date shall be construed to be the last date of the month in which the Agreement was to originally expire. For example, if the original one year Agreement Term is from 15/12/2021 to 14/12/2022 then the end date shall be deemed to be 31/12/2022.
- 14.2 The Term may be extended on terms and conditions to be mutually agreed and recorded in writing by and between the Parties either by way of an addendum to this Agreement or under a new agreement.

- 14.3 The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. SONY will send a written notice to the Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement.

Provided further that if the Parties fail to enter into new Interconnection Agreement before the date of expiry of this Agreement, SONY will disconnect the retransmission of the signals of the Channels on the expiry date of this Agreement.

Provided further that the Operator shall, fifteen days prior to the date of expiry of this Agreement, inform its subscribers through scrolls on its Platform:

- a) the date of expiry of this Agreement;
- b) the date of disconnection of signals of Sony Channels in event of its failure to enter into new interconnection agreement.

## 15. Termination and Suspension

- 15.1 Subject to applicable Law, either Party shall have a right to terminate the Agreement forthwith/by providing a prior Disconnection Notice to the other Party in the event of:
- i. any material breach of the Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so;
  - ii. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party or admission of any winding up petition against the other Party; or
  - iii. The Operator's License or any other material license necessary for the Operator to operate its Platform being revoked at any time other than due to the fault of the Operator.
- 15.2 Broadcaster shall have the right in its sole discretion to forthwith suspend the delivery of Channels and/or terminate the Agreement forthwith/by providing a prior disconnection notice to the Operator in any of the following events:
- i. revocation, termination or suspension of the Operator's License or any other material license necessary for Operator to operate its Platform;
  - ii. any material breach of the Agreement which in Broadcaster's sole opinion is not capable of a remedy;
  - iii. any breach of the Agreement which, if capable of a remedy, is not remedied by the Operator to the satisfaction of Broadcaster during the period of Disconnection Notice;
  - iv. If Operator fails to make payment of the Monthly Subscription Fees on or before the Due Date; or
  - v. If there is change in the ownership, management or control of the Operator which is not pre-approved by Broadcaster.

*It is hereby clarified between the Parties hereto that during the Term of the Agreement, if supply of signals of the Channels of the Broadcaster has been discontinued to Operator's network inter alia due to non-payment of the monthly subscription fees / non-submission of MSRs / non-submission of audit report/not allowing the Broadcaster to audit the system/ non-compliance of the technical requirements (as mandated under the TRAI Regulations) as may have been pointed out by the TRAI empanelled auditor in the course of conduct of the audit of the Operator's SMS and CAS systems, the supply of signals may be reactivated/restored by the Broadcaster at its discretion upon the breach being remedied by the Operator to the satisfaction of the Broadcaster during the Term. In such an event, the Agreement shall be deemed to be valid only for the remainder period of the Term. However, in the event where the breach is not remedied during the validity of the Agreement, the signals may be reactivated by the Broadcaster only upon execution of a fresh interconnection agreement by the Operator and suitable remediation of the breach to the satisfaction of the Broadcaster.*

- 15.3 The Operator shall have the right to terminate the Agreement if the Operator discontinues its business and provides at least 90 (ninety) days prior written notice.
- 15.4 The Broadcaster shall have the right to disconnect/discontinue any of the Channels / Bouquet(s) or make changes in the nature or composition of the Channel(s)/Bouquet(s) (as the case may be) at any time by giving a prior written notice of 21 (twenty-one) days or such other notice period as mandated under the Applicable Laws.
- 15.5 Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator if the Operator breaches any of the Anti-Piracy Obligations and fails to cure such breach within ten (10) days of being required in writing to do so.
- 15.6 In the event the Applicable Laws are amended during the subsistence of this Agreement in a manner to remove the period for which the Disconnection Notice needs to remain valid before the signal of any or all of the Channels are switched off and accordingly the Agreement can be partially or wholly terminated respectively by

Broadcaster, the remedy period for Operator's breach in Clause 15.2 (iii) shall be such period as may be prescribed by Broadcaster in its Disconnection Notice to the Operator.

- 15.7 The Broadcaster shall have the right to discontinue/remove/withdraw one or more Channels ("**Affected/Removed Channels**"), as per Applicable Law and subject to clause 15.4. Once a Channel becomes an Affected/Removed Channel, the same shall cease to be made available by Broadcaster on A-la-carte and/or as part of Bouquet. In case of any Broadcaster Channel being discontinued by the Broadcaster, effective MRP of the subscribed Bouquet consisting such Channel(s), would get adjusted by a factor of A-la-carte price of removed Channel(s) to sum of A-la-carte prices of all channels forming part of that subscribed Bouquet.

Example:-

If Sony YAY is discontinued, MRP of Happy India Marathi Blockbuster bouquet will change from INR 24.00 to 22.67, as shown below:

A-la-carte MRP of Sony YAY: INR 2.00

Sum of A-la-carte MRP of Happy India Marathi Blockbuster bouquet: INR 36.00

Hence reduction factor:

$$= \text{A-la carte MRP of Removed Channel} \div \text{Sum of A-la-carte MRPs of all Subscribed Channels forming part of the Subscribed Bouquet}$$

$$= 2.00/36.00 \times 100 = 5.56\%$$

**Hence new bouquet MRP = INR 24.00 \* (1 – 5.56%) = INR 22.67/-**

- 15.8 Upon expiry or termination of this Agreement for any reason:
- i. each Party shall return to the other Party the Confidential Information, all materials and information (including intellectual property) pertaining to the other party or destroy the same upon being advised to do so by the other party. The Operator shall forthwith cease to use the Confidential Information pertaining to the Broadcaster;
  - ii. the Operator shall return the Equipment supplied by Broadcaster in accordance with the terms of this Agreement; and
  - iii. the Operator shall cease to make any representations that it is associated with Broadcaster or the Channels.
  - iv. cease to distribute/re-transmit Broadcaster's Channels' to the Subscribers
  - v. The Operator shall within seven (7) days from the date of termination deliver to Broadcaster all due and pending Reports and shall pay all pending payments including interest accrued to Broadcaster till date of deactivation;
- 15.9 Termination or expiry of this Agreement will not affect the Operator's obligations that are meant to survive the expiry or termination of this Agreement including the payment of the Monthly Subscription Fees payable under this Agreement. For purposes of clarity, where the Agreement is terminated in accordance with the provisions hereof the Monthly Subscription Fees shall be payable until the effective date of termination.
- 15.10 Pursuant to Clause 15.2 of this Agreement and without derogating in any manner the right of Broadcaster to terminate this Agreement, where Broadcaster opts to suspend this Agreement partially in respect of certain specified Channels ("**Suspended Channels**") or whole of this Agreement in respect of all the Channels, then Broadcaster shall have a right, in addition to all the other rights and remedies available to Broadcaster in law, contract or equity, to claim the Monthly Subscription Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by Broadcaster through and until the Agreement is either reinstated or terminated by Broadcaster.
- 15.11 It is agreed and acknowledged by the Operator that if Broadcaster chooses to terminate the Agreement in its entirety or partially in respect of certain Suspended Channels due to the Operator having failed to remedy the breach notified by Broadcaster pursuant to Clause 15.2 due to which Broadcaster had suspended the Agreement, Broadcaster may not be required to provide a fresh Disconnection Notice if it is not required by the Applicable Laws.
- 15.12 The provisions of clause related to Indemnification, Limitation of Liability and Confidentiality shall survive the termination of this Agreement

## 16. Indemnification, Limitation of Liability

- 16.1 The Operator shall indemnify and hold Broadcaster and its respective officers, directors, employees, agents and Affiliates, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses

(including reasonable attorneys' fees and related costs) arising out of: (a) the breach of any representation, warranty, covenant or undertaking made by the Operator hereunder or any other obligation of the Operator arising out of this Agreement; and (b) any third party claims that are brought against the Broadcaster which arise due to breach of any terms of this Agreement or misrepresentation by the Operator or breach of a covenant, undertaking or warranty by the Operator. Broadcaster shall notify the Operator in writing of the claim or action for which such indemnity applies.

- 16.2 The Broadcaster shall not be liable to the Operator, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.
- 16.3 The aggregate liability of Broadcaster and its Affiliates to the Operator for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly Subscription Fee for the last month actually paid by the Operator to Broadcaster under this Agreement.
- 16.4 The Operator undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of Operator. Nothing in this Agreement or the contract(s) executed between the Subscriber and the Operator or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from Broadcaster or create any direct relationship between the Subscriber and Broadcaster.

#### 17. Governing Law and Jurisdiction

The governing law shall be Indian law. TDSAT shall have the exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of the Agreement. Nothing contained in this Agreement shall be construed as restricting or limiting the right of Broadcaster to take action for violation of its rights under all Applicable Laws.

#### 18. Miscellaneous

- 18.1 Entire agreement and binding effect
- i. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior reference interconnect offer, interconnection / subscription agreements, understandings, minutes of meetings, oral or written, with respect thereto. Subject to the terms and conditions hereof, this Agreement is binding upon and will inure to the benefit of the parties and their respective successors.
  - ii. The Operator acknowledges that this Agreement is without prejudice and subject to the outcome of the Special Leave Petition (C) No. 10815 of 2021 ("SLP") titled Sony Pictures Networks India Private Limited Vs Telecom Regulatory Authority of India (TRAI) filed before the Honourable Supreme Court challenging the Bombay High Court order dated 30<sup>th</sup> June, 2021 in respect of Jan 2020 Amendments and order(s) of the High Court of Delhi in WP(C) No. 4091 of 2017, WP(C) No. 4135 of 2017, 7017 of 2017, 6915 of 2017 ("Writ Petitions") or any other appeal/writ petition pending before any Authority/Court in connection with any of the subject matter contained herein or any further challenges arising from such writ petitions. The Broadcaster reserves the right to modify/terminate this Agreement, subject to the outcome of the aforesaid SLP and Writ Petitions.
- 18.2 Force Majeure
- i. If on account of a Force Majeure Event, either Party cannot perform its obligations hereunder for more than 30 (thirty) days, then either Party shall be entitled to terminate this Agreement by providing the other Party a prior written notice of 15 (fifteen) days or such other notice period as mandated under the Applicable Law.
  - ii. The Party affected by the Force Majeure Event must promptly notify to the other Party in writing (that is within 48 hours) of the occurrence and nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.

- iii. The Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 18.2, neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Monthly Subscription Fee shall accrue and be payable by the Operator subject to the Force Majeure Event for the period during which the Force Majeure Event continues and/or until the Agreement is terminated by Broadcaster hereunder.

#### 18.3 Confidentiality

- i. The Parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other Party strictly confidential at all times.
- ii. Any information provided by one Party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other Party.
- iii. Other than the existence of this Agreement and the terms of this Agreement which are or come to the public domain with no fault of either Party or due to the Applicable Laws, no terms or conditions herein, nor any matters relating to the course of dealings between the Parties including all subscriber related information or any information pertain to the business of the operator/Broadcaster shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to-know basis, and except as may be required by any applicable government agency, regulatory body or court.

#### 18.4 Notices

All notices must be in writing sent during working hours, by personal delivery or courier or registered post or email to such address of Broadcaster and Operator as specified in this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2<sup>nd</sup> business day when sent by courier; and (c) fifth business day when sent by registered post.

#### 18.5 Assignment

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

#### 18.6 Amendment

No amendment to this Agreement shall be valid unless prepared in writing and signed by the authorized signatories of each of the Parties.

18.7 Survivability

The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement shall continue to have effect after the end of the Term.

18.8 Specific Performance

The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster and therefore Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Operator from committing any violation of this Agreement or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies Broadcaster may have at law or in equity, including without limitation a right for damages.

18.9 Guarantee

The Operator shall procure that its permitted and authorized sub-operators who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Operator guarantees the performance of the obligations of its permitted and authorized sub-operators under the terms of this Agreement. Any breach or default of this Clause by the permitted and authorized affiliate, sub-operator shall constitute a material breach by the Operator of the terms of this Agreement.

18.10 Severability

If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.

18.11 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

18.12 Agency

Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties.

18.13 Counterpart

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Alternatively, the Parties shall endeavor to sign this Agreement digitally.

18.14 Compliance with anti-bribery laws

It is the policy of the Broadcaster to comply and require parties with whom it contracts to comply with the Indian Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, and all other applicable anti-bribery laws (collectively, "**Anti-Bribery Laws**"). Operator represents, warrants and covenants that: (i) Operator is aware of the Anti-Bribery Laws and will advise all persons and parties supervised by it of the requirements of the Anti-Bribery Laws; (ii) Operator has not and will not cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Operator learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, Operator shall immediately notify Broadcaster. Operator will indemnify, defend and hold harmless the Broadcaster and Broadcaster and its representatives for any and all liability arising from any violation of the Anti-Bribery Laws caused or facilitated by Operator. In the event Broadcaster deems that it has reasonable grounds to suspect Operator has violated the Anti-Bribery Laws, Broadcaster and its representatives shall have the right to review and audit, at Broadcaster's expense, any and all books and financial records of Operator at any time, and Broadcaster shall be entitled partially or totally to suspend



its performance hereunder until such time it is proven to Broadcaster's satisfaction that Operator has not violated the Anti-Bribery Laws. In the event Broadcaster determines, in its sole discretion (whether through an audit or otherwise), that Operator has violated the Anti-Bribery Laws, either in connection with this Agreement or otherwise, Broadcaster may terminate this Agreement immediately upon written notice to Operator. Such suspension or termination of this Agreement shall not subject Broadcaster to any liability, whether in contract or tort or otherwise, to Broadcaster or any third party, and Broadcaster's rights to indemnification shall survive such suspension or termination of this Agreement.

**IN WITNESS WHEREOF, this Agreement is entered into as of the date first set herein below:**

<b>For Sony Pictures Networks India Private Limited</b>	<b>For _____</b>
Name of Authorized Signatory:	Name of Authorized Signatory:
Designation:	Designation:
Date:	Date:

**SCHEDULE A**

**VALIDATION FORM**

**Term\*:** From \_\_\_\_\_ to \_\_\_\_\_

*\* Term shall not be less than one year as contemplated under the extant TRAI Regulations*

*\*Where the end date of the Agreement falls mid-month, in such case(s) the end date shall be contemplated to be the last date of the month in which the Agreement was to originally expire. For example, if the original one year Agreement Term is from 15/12/2021 to 14/12/2022 then the end date shall be deemed to be 31/12/2022.*

**Authorized Area(s)/Territory:** (please provide complete details):

**Details of agreed areas for distribution of signal of subscribed Channels by the Operator:**

**Details of Area Serviced by Customer (Territory):**

State	District(s) covered	Authorised Area/Territory

**Bill code:**

Bill Code	Applicable GSTIN	Area Catered by Bill Code

**A-LA-CARTE AND BOUQUET MRP OF THE CHANNELS****I. A-LA-CARTE MAXIMUM RETAIL PRICES OF STANDARD DEFINITION AND HIGH DEFINITION CHANNELS****A. List of Standard Definition (SD) Pay Channels of the Broadcaster offered on A-la-Carte basis with MRP of the Channel:**

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	*MRP	*OPR
1	<input type="checkbox"/>	SONY AATH	SPN00000AATH	General Entertainment Channel (Bengali)	4.00	3.20
2	<input type="checkbox"/>	SONY MARATHI	SPN000000MAR	General Entertainment Channel (Marathi)	4.00	3.20
3	<input type="checkbox"/>	SONY YAY!	SPN000000YAY	Kids	2.00	1.60
4	<input type="checkbox"/>	SET MAX	SPN000000MAX	Movies (Hindi)	12.00	9.60
5	<input type="checkbox"/>	MAX 2	SPN000000MAX2	Movies (Hindi)	2.00	1.60
6	<input type="checkbox"/>	SET PIX	SPN000000PIX	Movies (English)	10.00	8.00
7	<input type="checkbox"/>	SAB	SPN000000SAB	General Entertainment Channel (Hindi)	23.00	18.40
8	<input type="checkbox"/>	SET	SPN000000SET	General Entertainment Channel (Hindi)	24.00	19.20
9	<input type="checkbox"/>	SIX	SPN000000SIX	Sports (English)	15.00	12.00
10	<input type="checkbox"/>	PAL	SPN000000PAL	General Entertainment Channel (Hindi)	0.50	0.40
11	<input type="checkbox"/>	SONY BBC EARTH	SPN000000BBCE	Infotainment	3.00	2.40
12	<input type="checkbox"/>	TEN 1	SPN000000TEN1	Sports (English)	20.00	16.00
13	<input type="checkbox"/>	TEN 2	SPN000000TEN2	Sports (English)	20.00	16.00
14	<input type="checkbox"/>	TEN 3	SPN000000TEN3	Sports (Hindi)	12.00	9.60
15	<input type="checkbox"/>	SONY WAH	SPN000000WAH	Movies (Hindi)	0.50	0.40
16	<input type="checkbox"/>	TEN 4	SPN000000TEN4	Sports (Telugu, Tamil)	12.00	9.60

**Note:**

- OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations.
- \*Applicable taxes extra

**B. List of High Definition (HD) Channels of the Broadcaster offered on A-la-Carte Basis with MRP of the Channel:**

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	*MRP	*OPR
1	<input type="checkbox"/>	SET HD	SPN0000SETHD	General Entertainment Channel (Hindi)	30.00	24.00
2	<input type="checkbox"/>	MAX HD	SPN0000MAXHD	Movies (Hindi)	19.00	15.20
3	<input type="checkbox"/>	PIX HD	SPN0000PIXHD	Movies (English)	12.00	9.60
4	<input type="checkbox"/>	SAB HD	SPN0000SABHD	General Entertainment Channel (Hindi)	28.00	22.40
5	<input type="checkbox"/>	SONY BBC EARTH HD	SPN000BBCEHD	Infotainment	10.00	8.00
6	<input type="checkbox"/>	TEN 1 HD	SPN000TEN1HD	Sports (English)	25.00	20.00
7	<input type="checkbox"/>	TEN 2 HD	SPN000TEN2HD	Sports (English)	25.00	20.00
8	<input type="checkbox"/>	TEN 3 HD	SPN000TEN3HD	Sports (Hindi)	20.00	16.00
9	<input type="checkbox"/>	SIX HD	SPN0000SIXHD	Sports (English)	25.00	20.00
10	<input type="checkbox"/>	TEN 4 HD	SPN000TEN4HD	Sports (Telugu, Tamil)	20.00	16.00

Note:

- OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations.
- \*Applicable taxes extra

**II. BOUQUET OF PAY CHANNELS OF THE BROADCASTER ALONG WITH MRP:**

List of Bouquet (s) of Broadcaster's Channels with MRP and Operator Rate of each bouquet offered.

SR	Select/Checkbox	Bouquet Name	Bouquet Code	*MRP	*OPR	Bouquet Composition
1	<input type="checkbox"/>	Happy India Marathi Blockbuster	SPN00000HIMB	24.00	19.20	SET MAX, MAX 2, SONY YAY!, SONY MARATHI, SONY BBC EARTH, TEN 3, PAL, SONY WAH
2	<input type="checkbox"/>	Happy India Bangla Blockbuster	SPN00000HIBB	24.00	19.20	SET MAX, MAX 2, SONY YAY!, SONY AATH, SONY BBC EARTH, TEN 3, PAL, SONY WAH
3	<input type="checkbox"/>	Happy India Hindi Blockbuster	SPN00000HIHB	24.00	19.20	SET MAX, MAX 2, SONY YAY!, SONY BBC EARTH, TEN 3, PAL, SONY WAH
4	<input type="checkbox"/>	Happy India Marathi Blockbuster Plus	SPN0000HIMBP	31.00	24.80	SET MAX, MAX 2, SONY YAY!, SONY MARATHI, SONY BBC EARTH, TEN 3, PAL, SONY WAH, SET PIX
5	<input type="checkbox"/>	Happy India Bangla Blockbuster Plus	SPN0000HIBBP	31.00	24.80	SET MAX, MAX 2, SONY YAY!, SONY AATH, SONY BBC EARTH, TEN 3, PAL, SONY WAH, SET PIX
6	<input type="checkbox"/>	Happy India Hindi Blockbuster Plus	SPN0000HIHBP	31.00	24.80	SET MAX, MAX 2, SONY YAY!, SONY BBC EARTH, TEN 3, PAL, SONY WAH, SET PIX
7	<input type="checkbox"/>	Happy India Bangla Bishesh	SPN000HIBBIS	16.00	12.80	TEN 3, SONY AATH, SONY YAY!, SONY BBC EARTH, MAX 2
8	<input type="checkbox"/>	Happy India Smart Eco	SPN00000HISE	12.00	9.60	SONY BBC EARTH, SONY YAY!, TEN 4
9	<input type="checkbox"/>	Happy India Smart Eco Plus	SPN0000HISEP	18.00	14.40	SONY BBC EARTH, SONY YAY!, TEN 4, SET PIX
10	<input type="checkbox"/>	Happy India Marathi Blockbuster HD	SPN000HIMBHD	37.00	29.60	SET MAX, MAX 2, SONY YAY!, SONY MARATHI, SONY BBC EARTH HD, TEN 3, PAL, SONY WAH, PIX HD
11	<input type="checkbox"/>	Happy India Bangla Blockbuster HD	SPN000HIBBHD	37.00	29.60	SET MAX, MAX 2, SONY YAY!, SONY AATH, SONY BBC EARTH HD, TEN 3, PAL, SONY WAH, PIX HD
12	<input type="checkbox"/>	Happy India Hindi Blockbuster HD	SPN000HIHBHD	37.00	29.60	SET MAX, MAX 2, SONY YAY!, SONY BBC EARTH HD, TEN 3, PAL, SONY WAH, PIX HD

**Note:**

- OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations.
- \*Applicable taxes extra

**IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth below:**

<b>For Sony Pictures Networks India Private Limited</b>	<b>For _____</b>
Name of Authorized Signatory:	Name of Authorized Signatory:
Designation:	Designation:
Date:	Date:



**Schedule A1**  
**Broadcaster's MRP Discount Scheme ("Discount Scheme")**

**Discounts**

To enhance access to diverse content comprised in the Broadcaster Channels by the subscribers of television Channels, the Broadcaster is offering discounts as per Applicable Law to all digital addressable distribution platforms who avail the Available Channels on A-la-Carte basis being made available by Broadcaster i.e. Sony Pictures Networks India Private Limited and fulfil the conditions mentioned herein. The Broadcaster believes that by availing this Discount Scheme, the Operator will have the ability to pass on the benefit of this discount to their subscribers and thus making access to Broadcaster Channels on A-la-Carte basis more affordable.

By opting for the Discount Scheme, the Operator shall be presumed to have read and accepted the conditions detailed in this Agreement:

**1 Eligibility Criteria**

- 1.1 Subject to the Operator satisfying the Eligibility Criteria, the Broadcaster hereby offers different types of discounts for distributing the Available Channels on A-la-Carte basis on the Platform (**subject to cap of 15% of the MRP of the Available Channels**), where each such discount is linked to the Available Channels as selected by the Operator for distribution on the Platform under the Agreement, as detailed under Clause 2.2 of this Scheme (collectively the "**Discounts**" and individually as an "**Discount**").
- 1.2 The Operator shall be eligible to avail the Discounts, upon specifically opting in and selecting the relevant option of the Discount(s) in the Agreement (wherever applicable), subject to the Operator meeting each of the eligibility criteria as stated herein below ("**Eligibility Criteria**"):
  - a. The Discounts under this Scheme are applicable only if the Operator has opted for distributing any and all Available Channels of the Broadcaster on Ala-Carte basis. For clarity, the Discounts are not available for distributing any of the Bouquets of the Broadcaster.
  - b. The Operator shall place the Channels in parity with the channels of other competing broadcasters in such a manner that all television channels of a particular language in a genre are displayed together consecutively as set out in Table C of this Scheme
  - c. The Operator shall ensure that during the Term, the bouquet(s) and channel(s) opted by the Operator will be made available to all its subscribers continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement.
  - d. The Operator shall not default in providing the monthly Subscriber Reports as per prescribed formats.

Upon fulfilment of all the above conditions as set out in the eligibility criteria in Clause 1.2, the Operator shall be eligible to avail Discount(s) as more specifically mentioned herein below. It must be noted by the Operator that at the time of execution of the Agreement, should the Operator wish to avail the Discount(s), it must opt for and select from the various options of the Discount(s) it wishes to avail. Once opted in and upon selection of the relevant Discount(s), the Operator shall not be permitted to change the option of the Discount (unless otherwise agreed in writing by the Broadcaster) and such selected Discount shall remain valid throughout the Term of the Agreement.

**2 DISCOUNT SCHEME ON MRP OF BROADCASTER'S CHANNELS OPTED BY THE OPERATOR ON A-LA-CARTE BASIS:**

- 2.1 The Operator shall, subject to compliance with each of the Eligibility Criteria as set out in Clause 1.2 of this Scheme, be eligible to avail the Discounts on the MRP of Available Channels of the Broadcaster strictly in the manner and conditions set forth in Clause 2.2 hereunder.
- 2.2 The Discounts offered by the Broadcaster under the Scheme for the Available Channels opted by the Operator on A-la-Cate basis under the Agreement are set out as under subject to the Operator fulfilling the Discount qualifying parameters:

<b>Sr. No.</b>	<b>Type Of Discount</b>	<b>Rate Of Discount</b>
i.	Penetration Discount for Subscribed Channels	Maximum of 10% of MRP of Subscribed Channel
ii.	LCN Discount for Subscribed Channels	Maximum of 5% of MRP of Subscribed Channel
iii.	Subscriber Volume Discount for Subscribed Channels	Maximum of 2% of MRP of Subscribed Channel
<b>It is hereby clarified that the total Discount that can be availed by an Operator cannot exceed 15% of the MRP of Subscribed Channel at any given point of time.</b>		

It is hereby clarified that the Operator can choose to avail any of the Discount options subject to fulfilling the qualifying parameters that are elaborated in this section subject to the condition that the total discounts availed cannot exceed 15% of the MRP of Available Channels.

**I. Penetration Discount for Subscribed Channels:**

The Operator shall be entitled to avail Penetration Discount as set out in Table A on the subscribed channels on a-la-carte basis subject to the Operator achieving the penetration thresholds for Category A and Category B Channels as mentioned in Table B in the defined Primary Market(s)..

For the purpose of the Agreement, the following terms have been defined:

- **Active platform subscriber base:** The active platform subscriber base shall mean the subscribers who have subscribed to broadcasting services from the Operator.

- **Active platform SD subscriber base:** The active platform SD subscriber base shall mean the active platform subscriber base who have not subscribed to even a single HD channel from the Operator.

- **Active platform HD subscriber base:** The active platform HD subscriber base shall mean the active platform subscriber base who have subscribed to one or more HD channels from the Operator.

- **Penetration threshold:** Penetration threshold shall mean the penetration percentage for the relevant subscribed channels on the active platform subscriber base in the defined Primary Market.

**TABLE A**

Particulars	Criteria (Penetration threshold) to be fulfilled for all Subscribed Channels opted by the Operator	Penetration Discount on the MRP of Subscribed Channel
Penetration of all Category A Channels	75% and above in Primary Market of all Category A Channels	10%
Penetration of all Category B Channels	25% and above in Primary Market of all Category B channels	

**TABLE B**

Sr No	Channel	Channel Category	Primary Market(s)	Penetration Levels in Primary Market(s)
1	SET	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD+HD subscriber base
2	SAB	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD+HD subscriber base
3	PAL	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD subscriber base
4	SET MAX	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD+HD subscriber base
5	MAX 2	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD subscriber base
6	SONY WAH	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD subscriber base
7	SONY YAY!	A	All India	75% and above on Active platform SD subscriber base
8	SONY MARATHI	A	Maharashtra	75% and above on Active platform SD subscriber base
9	SONY AATH	A	West Bengal	75% and above on Active platform SD subscriber base
10	SET PIX	B	All India	25% and above on Active platform SD+HD subscriber base

11	SONY BBC EARTH	A	All India	75% and above on Active platform SD+HD subscriber base
12	SIX	B	All India	25% and above on Active platform SD+HD subscriber base
13	TEN 1	B	All India	25% and above on Active platform SD+HD subscriber base
14	TEN 2	B	All India	25% and above on Active platform SD+HD subscriber base
15	TEN 3	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD+HD subscriber base
16	TEN 4	A	Andhra Pradesh, Telangana, Tamil Nadu, Puducherry	75% and above on Active platform SD+HD subscriber base
17	SET HD	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD+HD subscriber base
18	SAB HD	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD+HD subscriber base
19	MAX HD	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD+HD subscriber base
20	PIX HD	B	All India	25% and above on Active platform SD+HD subscriber base
21	SONY BBC EARTH HD	A	All India	75% and above on Active platform SD+HD subscriber base
22	SIX HD	B	All India	25% and above on Active platform SD+HD subscriber base
23	TEN 1 HD	B	All India	25% and above on Active platform SD+HD subscriber base
24	TEN 2 HD	B	All India	25% and above on Active platform SD+HD subscriber base
25	TEN 3 HD	A	Specified States, Maharashtra, West Bengal	75% and above on Active platform SD+HD subscriber base
26	TEN 4 HD	A	Andhra Pradesh, Telangana, Tamil Nadu, Puducherry	75% and above on Active platform SD+HD subscriber base

Note: 1) Subscribers will be combined for channels having SD and HD variants for determining penetration  
2) For channels having SD variant only, penetration will be determined on SD Universe only

For the purpose of this Agreement, the term "Specified States" shall mean the following:

<b>Specified States**</b>	Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli and Daman and Diu, Andaman & Nicobar Islands, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh and Uttarakhand
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**Penetration Discount illustration 1:**

Operator ABC has presence in market(s) as per below table and has subscribed to SET & SET HD channels. The Operator achieves below subscriber base for the subscribed channels in month of January 2022

Presence of Operator ABC in market(s)	Specified States, Maharashtra & West Bengal
Active platform SD Subscriber base of Operator ABC in market(s) <b>(A)</b>	Specified States + Maharashtra + West Bengal = 25,000
Active platform HD Subscriber base of Operator ABC in market(s) <b>(B)</b>	Specified States + Maharashtra + West Bengal = 5,000
Subscribed Channels	SET & SET HD
Subscribed Channels MRP <b>(C)</b>	SET = Rs. 24.00 <b>(C1)</b> SET HD = Rs. 30.00 <b>(C2)</b>
Monthly Active Subscriber Base for Subscribed Channels on Ala Carte basis in their Primary Market <b>(D)</b>	SET in Specified States + Maharashtra + West Bengal = 21,500 <b>(D1)</b>

	SET HD in Specified States + Maharashtra + West Bengal = 3,500 (D2)
Penetration of Subscribed Channels in their respective Primary Market(s) as per Table B	SET + SET HD (category A channels) = $(D1+D2)/(A+B) = (21,500+3,500)/(25,000+5,000) = 25,000/30,000 = 83\%$
Penetration discount % on Ala Carte MRP of Subscribed Channels that Operator ABC can avail (E)	10%
Penetration discount amount of Subscribed Channels that Operator ABC can avail for the month of January 2022	For SET: <b>(C1) x (D1) x (E)</b> <b>24.00 x 21,500 x 10% = Rs. 51,600/- (excluding taxes)</b>  For SET HD: <b>(C2) x (D2) x (E)</b> <b>30.00 x 3,500 x 10% = Rs. 10,500 (excluding taxes)</b>

**Penetration Discount illustration 2:**

Operator ABC has presence in market(s) as per below table and has subscribed to Sony Yay! channel. The Operator achieves below subscriber base for the subscribed channel(s) in month of January 2022

Presence of Operator ABC in market(s)	All India
Active platform SD Subscriber base of Operator ABC in market(s) (A)	All India = 30,000
Subscribed Channel	Sony Yay!
Subscribed Channel MRP (B)	Rs. 2.00/-
Monthly Active Subscriber Base for Subscribed Channel on Ala Carte basis in its Primary Market (C)	All India = 5,000
Monthly Active Subscriber Base for Subscribed Channel as part of bouquet(s) in its Primary Market (D)	All India = 20,000
Penetration of Subscribed Channel in its respective Primary Market(s) as per Table B	SONY YAY! (category A channel) = $(C+D)/(A) = (5,000+20,000)/30,000 = 83\%$
Penetration discount % on Ala Carte MRP of Subscribed Channel that Operator ABC can avail (E)	10%
Penetration discount amount of Subscribed Channel that Operator ABC can avail for the month of January 2022	<b>(B) x (C) x (E)</b> <b>2.00 x 5,000 x 10% = Rs. 1,000/- (excluding taxes)</b>

**II. LCN Discount for Subscribed Channels:**

The Operator can avail "LCN based discount" by placing each of the Subscribed Channels in the logical channel number ("LCN") position as set out in Table C below within the same genre in parity with Competing Channels. To avail "LCN based discount", the Operator shall ensure that the Channels shall at all times during the Term of the Agreement be made available on the LCNs specified as set out in Table C.

**TABLE C**

Sr. No.	Channel	Genre	Competing channels	Desired LCN Rank	Displacement Allowed
1	SET	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	Top 4	No Displacement Allowed
2	SAB	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	Top 6	No Displacement Allowed
3	PAL	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, Star Bharat, Colors Rishtey, Zee Anmol, other similar channels	Top 11	+3
4	SET MAX	Movies (Hindi)	Star Gold, Zee Cinema, & Pictures, Movies Ok other similar channels	Top 3	No Displacement Allowed
5	MAX 2	Movies (Hindi)	Star Gold, Zee Cinema, & Pictures, UTV Movies, Zee	Top 6	+2

			Bollywood, other similar channels		
6	SONY WAH	Movies (Hindi)	Star Gold, Zee Cinema, & Pictures, Zee Anmol Cinema, Colors Rishtey Cineplex, Star Utsav Cinema, other similar channels	Top 12	+3
7	SONY YAY!	Kids	Nick, Pogo, Cartoon Network, Hungama, Disney Channel, Discovery Kids, other similar channels	Top 5	+2
8	SONY BBC EARTH	Infotainment	Discovery Channel, Animal Planet, NGC, History TV, other similar channels	Top 5	+2
9	TEN 2	Sports (English)	All Star Sports channels and other similar channels	Top 8 & Clustered	+2
10	TEN 3	Sports (Hindi)	All Star Sports channels and other similar channels	Top 3	+2
11	SIX	Sports (English)	All Star Sports channels and other similar channels	Top 8 & Clustered	+2
12	TEN 1	Sports (English)	All Star Sports channels and other similar channels	Top 8 & Clustered	+2
13	SET PIX	Movies (English)	Star Movies, Movies Now, MNX, & Flix, other similar channels	Top 3	+2
14	SONY AATH	General Entertainment Channel (Bengali)	Star Jalsha, Zee Bangla, Colors Bangla, other similar channels	Top 4	+1
15	SONY MARATHI	General Entertainment Channel (Marathi)	Zee Marathi, Colors Marathi, Star Pravah, Zee Yuva, other similar channels	Top 4	+1
16	TEN 4	Sports (Tamil, Telugu)	All Star Sports channels and other similar channels	Top 3	+2
17	SET HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	Top 4	No Displacement Allowed
18	SAB HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	Top 6	No Displacement Allowed
19	MAX HD	Movies (Hindi)	Star Gold HD, Star Gold Select HD, Zee Cinema HD, & Pictures HD, other similar channels	Top 3	No Displacement Allowed
20	TEN 3 HD	Sports (Hindi)	All Star Sports HD channels and other similar channels	Top 3	+2
21	TEN 2 HD	Sports (English)	All Star Sports HD channels and other similar channels	Top 8 & Clustered	+2
22	SONY BBC EARTH HD	Infotainment	Discovery Channel HD, Animal Planet HD, NGC HD, History TV HD, other similar channels	Top 5	+2
23	TEN 1 HD	Sports (English)	All Star Sports HD channels and other similar channels	Top 8 & Clustered	+2
24	PIX HD	Movies (English)	Star Movies HD, Star Movies Select HD, Movies Now HD, MN+, MNX HD, & Flix HD, other similar channels	Top 3	+2
25	SIX HD	Sports (English)	All Star Sports HD channels and other similar channels	Top 8 & Clustered	+2
26	TEN 4 HD	Sports (Tamil, Telugu)	All Star Sports HD channels and other similar channels	Top 3	+2



LCN Discount conditions:

- a. No Displacement from the Desired LCN Rank is permitted for the following Channels viz. SET, SAB, SET MAX, SET HD, SAB HD and MAX HD. If the Operator displaces any of these aforementioned Channels then the Operator shall not be eligible for LCN discount for any of the Subscribed Channels.
- b. The Operator shall be entitled to have the flexibility of displacing up to two (2) Subscribed Channels from their respective Desired LCN Rank as defined in Table C (except for Channels as defined in point (a) above) out of the total number of Subscribed Channels. However, in the event that the Operator displaces more than 2 Channels from their respective Desired LCN Rank as defined in Table C out of the total number of Subscribed Channels then the Operator shall not be eligible for LCN discount for any of the Subscribed Channels.
- c. Displacement Allowed is the Maximum Deviated LCN Rank from the Desired LCN Rank permitted for placing a Subscribed Channel to avail LCN Discount. If any Subscribed Channel is placed by Operator in a LCN Rank beyond the Maximum Deviated LCN Rank permitted for that Channel, the Operator shall not be eligible for LCN Discount for any of the Subscribed Channels. For example, the Desired LCN Rank for Sony Yay! is Top 5 and the Deviation allowed is +2, then the Maximum Deviated LCN Rank for Sony Yay! is LCN Rank 7. If the channel is placed in LCN Rank 8 or beyond, the Operator shall not be eligible for LCN discount for any of the Subscribed Channels.
- d. In the event, a Subscribed Channel has different LCN ranks across the Operator's Platform then the Operator acknowledges and agrees that the worst LCN rank (highest numerical value) will be considered for calculating the Actual LCN Rank for such Channel.
- e. In the event, the Operator has multiple head ends with different Actual LCN Rank for the Subscribed Channels, then the worst LCN rank (highest numerical) for each of the Subscribed Channels shall be considered for the purpose of computation of the applicable LCN Discount.
- f. Actual LCN Rank for each of the Subscribed Channels will be considered only in their respective Primary Market(s) for the purpose of computation of applicable LCN Discount.
- g. If the Operator has opted for LCN discount, then the Operator shall provide channel wise LCN report as defined in Schedule C. Such LCN report provided by the Operator will be verified with the records of the Broadcaster and if found eligible, Operator will be provided the LCN discount. If the Operator does not provide the LCN report within the Discount Qualifying Report Deadline, then the Broadcaster shall proceed with checking the LCN discount eligibility & compute the LCN discount, if found eligible, on the basis of its own records.
- h. The Operator shall be eligible for "LCN based Discount" subject to the Operator meeting the Desired LCN Rank Requirements as set out herein within the specified genre on the Operator's Platform, after factoring all Local Channels and Platform Services of the Operator, for all the Subscribed Channels.

Local Channels and Services of the Operator shall mean and include channels and/or services owned and/or operated by the Operator that are not delivered through any linear broadcast and such channels which are not construed to be a television channel which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time. The following illustration clarifies the aforesaid:

LCN	Channel
101	STAR GOLD
102	Local channel of the Operator
103	SET MAX
104	ZEE CINEMA

In the above case, in the Hindi Movies Genre, LCN rank of SET MAX in the genre shall be calculated as 3 and not 2 and the Operator's eligibility for "LCN based Discount" shall be calculated accordingly. Thus, the Broadcaster shall consider placement of Local Channels and Services in the genre while computing LCN ranks and applicable Discounts.

- i. In the event that the Operator, for any reason whatsoever, fails to place any of the Channel(s) as per the defined LCN grid in Table C above and subject to the conditions mentioned above, during any day of the month and Operator is not able to restore the Channel/s in the defined LCN grid within 3 days from the date of such displacement ("Cure Period"), then the Operator shall not be eligible to receive the LCN Discount for any of the Subscribed Channels for that particular month.

LCN Discount illustration 1:

The Operator ABC subscribes to the Channels as per below table and places them in the Operator's electronic program guide (EPG) system in the LCNs specified in the below table

Subscribed Channels	SET SAB PAL SET MAX MAX 2 SONY WAH SONY YAY! SONY MARATHI SONY BBC EARTH TEN 3
LCNs assigned to the Subscribed Channels by Operator ABC in its EPG	SET : 2 <sup>nd</sup> LCN in genre SAB : 5 <sup>th</sup> LCN in genre PAL : 12 <sup>th</sup> LCN in genre SET MAX : 2 <sup>nd</sup> LCN in genre MAX 2 : 5 <sup>th</sup> LCN in genre SONY WAH : 2 <sup>nd</sup> LCN in genre SONY YAY! : 6 <sup>th</sup> LCN in genre SONY MARATHI : 3 <sup>rd</sup> LCN in genre SONY BBC EARTH : 3 <sup>rd</sup> LCN in genre TEN 3 : 3 <sup>rd</sup> LCN in genre
LCN discount eligibility	All channels mentioned above except Sony Yay! & Pal placed in Desired LCN Rank Sony Yay! & Pal are displaced within the permissible Maximum Deviated LCN Rank Hence Operator ABC is eligible for LCN discount for all the Subscribed Channels
LCN discount availed	5%

LCN Discount illustration 2:

The Operator ABC subscribes to the Channels as per below table and places them in the Operator's electronic program guide (EPG) system in the LCNs specified in the below table

Subscribed Channels	SET SAB PAL SET MAX MAX 2 SONY WAH SONY YAY! SONY MARATHI SONY BBC EARTH TEN 3
LCNs assigned to the Subscribed Channels by Operator ABC in its EPG	SET : 2 <sup>nd</sup> LCN in genre SAB : 7 <sup>th</sup> LCN in genre PAL : 12 <sup>th</sup> LCN in genre SET MAX : 2 <sup>nd</sup> LCN in genre MAX 2 : 5 <sup>th</sup> LCN in genre SONY WAH : 2 <sup>nd</sup> LCN in genre SONY YAY! : 5 <sup>th</sup> LCN in genre SONY MARATHI : 3 <sup>rd</sup> LCN in genre SONY BBC EARTH : 3 <sup>rd</sup> LCN in genre TEN 3 : 3 <sup>rd</sup> LCN in genre
LCN discount eligibility	All channels mentioned above except SAB & PAL placed in Desired LCN Rank Pal is displaced within the permissible Maximum Deviated LCN Rank SAB is displaced which is not permitted Hence Operator ABC is not eligible for LCN discount for any of the Subscribed Channels
LCN discount availed	NIL

**III. Subscriber volume discount for Subscribed Channels**

Subject to the operator qualifying for either - “Penetration Based discount” or “LCN Based Discount” as stated aforesaid the operator may be eligible to get the Subscriber volume discount.

The subscriber volume discount shall mean the discount provided to the operator based upon achieving the total network pay subscriber base by the Operator as per the discount qualifying grid set out in Table D and shall be provided only to those Subscribed Channels qualifying for either “Penetration Based discount” or “LCN Based Discount”

**TABLE D**

<b>S. No.</b>	<b>Network Pay Subscriber Base</b>	<b>Volume Based Discount</b>
1	Greater than 70,00,000	2.0%
2	Greater than or equal to 50,00,000 but equal to or less than 70,00,000	1.0%
3	1 to 49,99,999	0.5%

For the purpose of this Agreement, “Network pay subscriber base” shall mean the total number of Subscribers who are connected to the Operator’s Platform, for the Authorised Area/Territory and have subscribed to one or more pay Channels of any Broadcaster on a-la-carte or bouquet basis from the Operator.

**Reports:**

In addition to the monthly Subscriber Reports submitted by the Operator in the format set out in Schedule C of the Agreement, the Operator shall also provide to the Broadcaster such additional reports within seven (7) days from the end of each month in the format provided by the Broadcaster together with such other information as the Broadcaster may require for calculating the Discount which the Operator is entitled to.

Any failure on part of the Operator to provide the Subscriber Reports and the additional reports shall amount to material breach of the Agreement, which shall entitle the Broadcaster to withdraw the Discounts and/or terminate the Agreement and disconnect signals of the Channels provided to the Operator as per the terms of the Agreement.

**SCHEDULE B**

**Details of the Operator**

Customer Code :  
 Operator Name :  
 Broadcaster GSTIN:  
 Broadcaster's Bill from Address:

\_\_\_\_\_  
 \_\_\_\_\_

**Organisation Type (Select any one which is applicable):**

Sole Proprietorship	Partnership	Private Limited Company	Limited Company	HUF
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LLP	Institution	Association	Society	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PAN: \_\_\_\_\_ TAN: \_\_\_\_\_

Whether registered as Micro Small and Medium Enterprises (MSME): Yes  No   
 (tick mark (√) which is applicable)

If Yes, MSME registration number : \_\_\_\_\_

Operator's License Type [MSO/HITS/IPTV/DTH] : \_\_\_\_\_  
 Operator's License no. : \_\_\_\_\_  
 Operator's License Issue Date : \_\_\_\_\_  
 Operator's License Valid Till Date : \_\_\_\_\_

**Registered Office Address:**

Address Line 1:	Address Line 2:
Address Line 3:	City/Town/Village:
Pin code:	Taluk/Tehsil:
District:	State:

**Correspondence/Communication Address:**

Address Line 1:	Address Line 2:
Address Line 3:	City/Town/Village:
Pin code:	Taluk/Tehsil:

District:	State:
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**Operator GST details:**

<b>Operator's GSTIN</b>	<b>Operator's GST Bill To Address</b>

**Operator Key Contacts:**

Contact Type	Name	Designation	Email Address	Mobile Number	Phone
Authorized Signatory					
Authorized Signatory					
Contact Person					
Technical Person					

**Technical details:**

Encryption System used by the Operator: \_\_\_\_\_

Subscriber Management System used by the Operator: \_\_\_\_\_

Set Top Box used by the Operator: \_\_\_\_\_

Headend make used by the Operator: \_\_\_\_\_

**Discount Selection:**

**Details related to Discount Scheme:** (tick mark (√) which is applicable)

Does the Operator intend to avail the Discount Scheme: Yes  No

Type of Discount	Rate of Discount	Dependency on other Discounts	Select
Penetration Discount for Subscribed Ala Carte Channel(s)	Maximum of 10% of A-la-Carte MRP	NOT APPLICABLE	<input type="checkbox"/>
LCN Discount for Subscribed Ala Carte Channel(s)	Maximum of 5% of A-la-Carte MRP	NOT APPLICABLE	<input type="checkbox"/>
Subscriber Volume Discount for Subscribed Ala Carte Channel(s)	Maximum of 2% of A-la-Carte MRP	PENETRATION OR LCN DISCOUNT	<input type="checkbox"/>

**NOTE:** It is hereby clarified that the Customer can choose to avail any of the Discount options subject to fulfilling the qualifying parameters subject to the condition that the total discounts availed cannot exceed 15% of the A-la-carte MRP



**DECLARATION**

(applicable only in case of renewal of RIO and where certain documents are not submitted again by the Operator)

We, \_\_\_\_\_, further represent and warrant that the requisite information and documents which have been already provided to the Broadcaster in connection with the RIO, continues to be valid and binding. Hence, the same has not been submitted again.

<b>For</b> _____
Name of Authorized Signatory:
Designation:
Date:

AGR/SPNI/2425/17759

**SCHEDULE C**

**REPORT FORMAT AS PER TRAI MANDATE:  
(SMS system should generate this report in uneditable pdf format)**

**MONTHLY SUBSCRIBER REPORT FORMATS**

- Subscriber Reports
- Discount qualifying Reports

Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

**A. Subscriber Reports (To be submitted Agreement-wise)**

**Report 1- Monthly subscribers for a-la-carte channels**

A: Monthly Subscriber Reports of channels or bouquets to be provided by a distributor of television channels to the broadcaster. If the operator opts for multiple billings for separate locations, then the monthly Subscriber Reports should be submitted separately for each location to the Broadcaster.

**Name of the OPERATOR** : \_\_\_\_\_

**Area of the Operation** : \_\_\_\_\_

**Reported Month** : \_\_\_\_\_

**Year** : \_\_\_\_\_

**Date of generation of Report** : \_\_\_\_\_

**Date of submission of Report by the Operator** : \_\_\_\_\_

Sr No	Name of the Channel	Number of Subscribers of the channel on 7 <sup>th</sup> Day of the month	Number of Subscribers of the channel on 14 <sup>th</sup> Day of the month	Number of Subscribers of the channel on 21 <sup>st</sup> Day of the month	Number of Subscribers of the channel on 28 <sup>th</sup> Day of the month	Average Monthly Subscriber Base of the channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	SET					
2	SAB					
3	...					

**Report 2- Monthly subscribers for bouquets of pay Channels**

**Name of the OPERATOR** : \_\_\_\_\_

**Area of the Operation** : \_\_\_\_\_

**Reported Month** : \_\_\_\_\_

**Year** : \_\_\_\_\_

**Date of generation of Report** : \_\_\_\_\_

**Date of submission of Report by the Operator** : \_\_\_\_\_

Sr N	Name of the Bouquet of the Pay channels	Name of the constituent Channels of bouquet of the broadcaster	Number of Subscribers of the bouquet on 7 <sup>th</sup> Day of the month	Number of Subscribers of the bouquet on 14 <sup>th</sup> Day of the month	Number of Subscribers of the bouquet on 21 <sup>st</sup> Day of the month	Number of Subscribers of the bouquet on 28 <sup>th</sup> Day of the month	Average Monthly subscriber of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1	Happy India Marathi Blockbuster						
2	Happy India Smart Eco Plus						
3	...						

**Discount Qualifying Reports (As per the SPNI discount Schemes opted)**

Qualifying Reports to avail LCN discount for the Broadcaster's Bouquet of Channels (Bouquet LCN discount) and the Volume based discount. Discount Qualifying Reports to be submitted along with the Subscriber Reports within 7 days of end of each month.

**Report 3 - Monthly Report for the LCN Discount:**

**Note: Separate Report to be submitted for each Head-end and SPNI Primary market**

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

Primary Market : \_\_\_\_\_

Reported Month : \_\_\_\_\_

Year : \_\_\_\_\_

Sr. No	Name of the Subscribed Channel	7 <sup>th</sup> day of the month		14 <sup>th</sup> day of the month		21 <sup>th</sup> day of the month		28 <sup>th</sup> day of the month	
		LCN	Rank in the genre	LCN	Rank in the genre	LCN	Rank in the genre	LCN	Rank in the genre
1	SET								
2	SAB								
3	PAL								
4	SET MAX								
5	SET HD								
6	SAB HD								
7	...								

**Report 4- Monthly Report on Bouquet & Ala Carte Penetration:**

**NOTE: Separate reports for the following markets by each Head-End for SD and HD Channels. The report shall be submitted as per states mentioned in the market category individually for each state.**

- A. Specified States - (Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli & Daman and Diu, Andaman & Nicobar Islands, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and Ladakh)
- B. All India
- C. Andhra Pradesh, Telangana, Tamil Nadu & Puducherry
- D. Maharashtra
- E. West Bengal

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

Head-End City : \_\_\_\_\_

Primary Market : \_\_\_\_\_

Reported Month : \_\_\_\_\_ Year : \_\_\_\_\_

Network Subscriber Base for Active SD Channels : \_\_\_\_\_

Active SD Subscriber Base						
Sr. No	SPNI Subscribed Bouquet/Ala Carte Channel Name	Number of active subscribers as on 7 <sup>th</sup> day of the month	Number of active subscribers as on 14 <sup>th</sup> day of the month	Number of active subscribers as on 21 <sup>st</sup> day of the month	Number of active subscribers as on 28 <sup>th</sup> day of the month	Monthly Average Active Subscribers
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	Happy India Bangla Blockbuster					
2	Happy India Hindi Blockbuster Plus					
...						
4	SET					
5	SAB					
...						

Network Subscriber Base for Active HD Channels \_\_\_\_\_

Active HD Subscriber Base						
Sr. No	SPNI Subscribed Bouquet/Ala Carte Channel Name	Number of active subscribers as on 7 <sup>th</sup> day of the month	Number of active subscribers as on 14 <sup>th</sup> day of the month	Number of active subscribers as on 21 <sup>st</sup> day of the month	Number of active subscribers as on 28 <sup>th</sup> day of the month	Monthly Average Active Subscribers
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	Happy India Bangla Blockbuster HD					
2	Happy India Hindi Blockbuster HD					
3	...					
4	SET HD					
5	TEN 1 HD					
6	...					

**Table-5- Monthly Report on SPNI Bouquets & A- la carte channels in OPERATOR Packages**

NOTE: Separate reports for the following markets by each Head-End **The report shall be submitted as per states mentioned in the market category individually for each state.**

- A. Specified States - (Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli & Daman and Diu, Andaman & Nicobar Islands, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and Ladakh)
- B. All India
- C. Andhra Pradesh, Telangana, Tamil Nadu, & Puducherry
- D. Maharashtra
- E. West Bengal

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

Head-End City : \_\_\_\_\_

Primary Market : \_\_\_\_\_

Reported Month : \_\_\_\_\_ Year : \_\_\_\_\_

Sr. No	Name of Subscribed SPNI Bouquet & A-la carte Channels	OPERATOR Bouquet Name where SPNI Bouquet and/or channels are constituents	Number of the subscriber of the Bouquet on 7 <sup>th</sup> day of the month	Number of the subscriber of the Bouquet on 14 <sup>th</sup> day of the month	Number of the subscriber of the Bouquet on 21 <sup>st</sup> day of the month	Number of the subscriber of the Bouquet on 28 <sup>th</sup> day of the month	Monthly Average Active Subscribers
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1	Happy India Smart Eco Plus						
2	Happy India Bangla Bishesh						
3	SONY BBC EARTH						
4	SAB						
5	...						

**Table-6- Monthly Report for the Volume Based Discount**

- Comprehensive single report to be provided for Entire operation (Entity wise, provided entity-wise agreement signed)
- The "Volume based discount" shall mean the discount provided to the Operator based upon the total Network Pay Subscriber Base of the Operator

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

Reported Month : \_\_\_\_\_ Year : \_\_\_\_\_

Platform Active Pay channel subscriber Base	Number of Active Pay Subscribers on 7 <sup>th</sup> Day of the month	Number of Active Pay Subscribers on 14 <sup>th</sup> Day of the month	Number of Active Pay Subscribers on 21 <sup>st</sup> Day of the month	Number of Active Pay Subscribers on 28 <sup>th</sup> Day of the month	Average Monthly Active Pay subscriber base
(1)	(2)	(3)	(4)	(5)	(6)=[(2)+(3)+(4)+(5)]/4



**SCHEDULE D**

**OPERATOR'S OBLIGATIONS**

**1. STBs, Smart Cards, Systems and Procedures.**

- 1.1 In order to ensure that each STB is capable of being used for FP, Operator agrees that the STB supplied to the Subscribers will conform to the BIS standards as provided in BIS specifications for digital Set Top Box.
- 1.2 Operator represents and agrees that there are adequate systems, processes and controls in place regarding the distribution of STBs and Smart Cards so that they are only sold within the Authorized Area by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers residing in the Authorized Area and installations are made by Operator or its designees at an address in the Authorized Area. Adequate systems, processes and controls shall include, without limitation, Operator:
  - 1.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and such Subscriber's STB and Smart Card including, without limitation, the particulars specified in paragraph 2.4;
  - 1.2.2 requiring all residential Subscribers to submit a recent utility bill or bank statement as proof of address, including any residential Subscribers who have been previously de-authorized prior to re-authorization, or otherwise independently verify the address prior to activation of any STB and Smart Card;
  - 1.2.3 investigating any multiple Smart Cards issued under one individual name or address (other than for mirror STB's), including visiting the premises of such individuals or addresses from time to time;
  - 1.2.4 deputing officers to visit and verify the accuracy and veracity of details submitted by Subscribers, in the event Operator becomes aware of any alleged continuing/potential misuse and/or misrepresentation by the Subscribers;
  - 1.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
  - 1.2.6 requiring that for every change of address on the Operator system and therefore re- location of a STB, there is an independent physical verification of the new residential address; and
  - 1.2.7 deauthorising any STB or Smart Card that is found outside of the Authorized Area or in the possession of a person who is not a bona fide Subscriber.
- 1.3 Operator agrees that all of its STBs and Smart Cards: (i) are sold and installed together as a pack only in the Authorized Area and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.2; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Channel(s) cannot be viewed if such Smart Card is removed and used with any other STB.
- 1.4 Operator agrees that all installations of STBs and Smart Cards are done directly by Operator or through its authorized dealers and only within the Authorized Area, and that the installer for every installation physically checks and ensures before installation and activation of a STB and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the STB and which is the same as detailed in the subscriber management system ("SMS"). In accordance with paragraph 2.2.1, Operator's SMS shall contain all of the following information items for each residential Subscriber prior to activation of a Smart Card and STB for such residential Subscriber:
  - 1.4.1 Name;
  - 1.4.2 Installation address;
  - 1.4.3 Billing address (if different);
  - 1.4.4 Telephone number of the installation address, where applicable;
  - 1.4.5 Residential Subscriber's unique subscriber reference or subscription agreement number;
  - 1.4.6 Service/Channel(s)/Bouquets that have been selected;
  - 1.4.7 Name and unique reference number of the dealer who sold the STB to such residential Subscriber;
  - 1.4.8 Name and unique reference number of the dealer who sold the subscription to such residential Subscriber (if different);

- 1.4.9 Name and unique reference number of the installer (if different from the dealer);
  - 1.4.10 Smart Card number; and
  - 1.4.11 Unique STB number.
- 1.5 The Operator agrees and undertakes that it shall not knowingly or negligently activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:
- 1.5.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the SMS;
  - 1.5.2 outside of the Authorized Area; or
  - 1.5.3 that of a cable head end or any other distributor of such Channel(s) to residential subscriber.
- 1.6 In order to ensure that the Smart Card is only activated for bone fide Subscribers, Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber and verified by Operator which matches with the address as supplied by the notified by Subscriber at the time of purchase of the STB and which is the same as detailed in the SMS.
- 1.7 The Operator agrees that its SMS 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.
- 1.8 The Operator shall ensure that OSD should support a minimum of 120 characters.
- 1.9 The Operator shall ensure that its watermark logo is inserted on all Channels.
- 1.10 The Operator shall submit & confirm the number of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end and analysis of TS stream from the MUX.
- 1.11 All Transport Streams (TS) from Multiplexers (MUX) should be encrypted for Authorized Areas.
- 1.12 The Operator shall ensure that all LCOs' STBs will be paired with Unique System ID/ Bouquet ID, so that consumers in Authorized Area(s) can be identified. The current version of the CAS should not have any history of hacking. A certificate from the CAS Vendor, to this effect be submitted.
- 1.13 The FP should not get invalidated by use of any device or software.
- 1.14 The STB & Smart Card should be paired from head-end to ensure security.
- 1.15 The SMS and CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CAS should be independently capable of generating log of all activation and deactivations.
- 1.16 The CAS vendor/manufacture should be known to have capability of upgrading the CAS in case of hacking.
- 1.17 The Operator to provide the make & version of CAS installed at Headend.
- 1.18 CAS certificate to be provided by Operator.
- 1.19 CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- 1.20 CAS should be able to generate active/deactivate report channel wise/package wise.
- 1.21 STB's & cards to be uniquely paired from Operator before distributing box down the line/LCO.
- 1.22 All LCO's should be paired with unique system ID/ Franchisee ID, so as to identify their end customers / ultimate Subscribers.
- 1.23 The Operator to declare by undertaking the number 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 Broadcasters by means of a fresh undertaking.
- 1.24 Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Operator. CAS vendor must to certify reconciliation of data.

- 1.25 No activation/ deactivation from direct CAS system, it must be routed via SMS client only.
- 1.26 Operator's should provide CAS vendor certified copies of active/inactivate channel wise/product wise report & Package/product report during audit period.
- 1.27 CA system should have the capability of providing history of all actions taken for at least previous 24 months.
- 1.28 The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
- 1.29 The SMS should be computerized and capable of recording the vital information and data concerning Subscribers such as:
  - a) Unique Customer 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) Email Id
  - i) Service/Package subscribed to
  - j) Unique STB Number
  - k) Unique Smart Card Number
- 1.30 The SMS should be able to undertake the:
  - a) Viewing and printing historical data in terms of the activations, deactivations etc
  - b) location of each and every STB Smart Card unit
  - c) The SMS should be capable of giving the reporting at any desired time about:
    - i. The total no subscribers authorized
    - ii. The total no of subscribers on the network
    - iii. The total no of subscribers subscribing to a particular package or Channel at any particular date.
    - iv. The details of channels opted by subscriber on a-la carte basis.
    - v. The package wise details of the channels in the package.
    - vi. The package wise subscriber numbers.
    - vii. The ageing of the subscriber on the particular channel or package
    - viii. The history of all the above mentioned data for a period of at least 24 months.
- 1.31 The SMS and CAS should be able to handle at least one million subscribers on the system.
- 1.32 Both CA & SMS systems should be of reputed vendors/suppliers and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
- 1.33 The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
- 1.34 The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.
- 1.35 The CAS and/or SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- 1.36 CAS & SMS should have provision to tag and blacklist Smart Card numbers and STB numbers that have been involved in Piracy in the past to ensure that the Smart Card or the STB cannot be redeployed.
- 1.37 Operator agrees that it shall at its sole cost, be responsible for ensuring the Channel(s) is distributed via a digital, encrypted format signal receivable through its CA system only by its bona fide Subscribers to the Channel(s).
- 1.38 All the STBs should have embedded CA.
- 1.39 The STB should be capable of decrypting the CA inserted by the headend.

- 1.40 The STB should be capable of doing FP. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based FP.
- 1.41 The STB should be individually addressable from the headend.
- 1.42 The STB should be able to take the messaging from the headend.
- 1.43 The messaging character length should be minimal 120 characters.
- 1.44 There should be provision for the global messaging, group messaging and the individual STB messaging.
- 1.45 The STB should have forced messaging capability.
- 1.46 The STB must be BIS compliant.
- 1.47 There should be a system in place to secure content between decryption & decompression within the STB.
- 1.48 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
- 1.49 All STB should be individually paired in advance with unique Smart Card at central warehouse of Operator before handing over to LCO (Authorized Areas) or down the line distribution.
- 1.50 Operator to provide details of manufacturers of STB's being used/to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- 1.51 Operator should provide one set of all type/model of boxes to Broadcaster, for testing and monitoring purpose.
- 1.52 All STBs used by Operator's should be certified by their CAS vendor.
- 1.53 Forensic watermarking to be implemented on the Operator headend & STBs.
- 1.54 All the STBs should have embedded Conditional Access.
- 1.55 The STB should be capable of doing FP. The STB should support both Entitlements Control Message (ECM) & Entitlement Management Message (EMM) based FP.
- 1.56 ECM/EMM base forced messaging full screen and ticker mode should be available.
- 1.57 The STB should be individually addressable from the Head end.
- 1.58 The messaging character length should be minimum of 120 characters.
- 1.59 There should be provision for the global messaging, group messaging and the individual STB messaging.
- 1.60 The STB should have forced messaging capability.
- 1.61 The STB must be BIS compliant.
- 1.62 The STB must not be interoperable.
- 1.63 The STB must have secure chip set with mandatory pairing.
- 1.64 There should be a system in place to secure content between decryption & decompression within the STB.
- 1.65 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
- 1.66 The PVR enabled STBs must be such that any recorded content is capable of being replayed only with the use of that STB. Once the Subscriber is disconnected, the Subscriber will not be able to have access to any recorded content.

- 1.67 Types of STB launched/to be launched:
  - a. Vanilla STB
  - b. PVR STB
  - c. Others (please specify)
- 1.68 Operator to furnish STB details as follows:
  - a. Open Standards or Proprietary.
  - b. Audio Video and Data I/O Configuration.
  - c. Local Storage.
  - d. Smarts Card.
  - e. PVR Functionality.
  - f. Tamper Resistance.
  - g. I/O Copy Protection. Please provide the details.
  - h. I/O Interface to Other Devices.
- 1.69 DVR/PVR STB should be compliance of following:
  - a. Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
  - b. Recorded content should be encrypted & not play on any other devices.
  - c. Content should get record along with entitlements and play out only if current entitlement of that channel is active.
  - d. User should not have access to install third party application/software.
  - e. Describe if the STB support any type of interactive middleware.

## 2. Fingerprinting

- 2.1 All Fingerprinting ("**FP**") hereunder is compliant with the BIS Specification for digital Set Top Box for standard definition (SD) and high definition (HD).
- 2.2 Operator agrees to give Broadcaster on Geo map a marking of its area of operation.
- 2.3 Operator shall ensure that it has systems, processes and controls in place to run FP at regular intervals as reasonably requested from time to time.
- 2.4 Operator shall ensure that all STBs should support FP and should be compatible for running FP.
- 2.5 Operator shall ensure that the system can generate multi color FP with coloured background and no background and also font size needs to be variable. Minimum 10 colours for fonts and background strip required
- 2.6 These FPs should appear on all screens of STBs, such as Menu, EPG and PIP etc.
- 2.7 Operator shall ensure that the CA system can also generate COVERT FP. Operator should have tools to read such covert FP at any given time.
- 2.8 Operator ensures that the deployed system has Forced fingerprint capability.
- 2.9 Operator shall ensure that it shall be able to operate the FP across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such FP should, apart from the foregoing, be possible and available on global, group and regional bases at all times.
- 2.10 Operator shall ensure that the Channel(s)'s FP should pass through without masking or tampering with respect to time, location, duration and frequency.
- 2.11 Use of any device or software should not invalidate the FP.
- 2.12 The finger printing should not be removable by pressing any key on the remote.
- 2.13 The Finger printing should be on the top most layer of the video.
- 2.14 The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (Smart Card) number.
- 2.15 The location of the Finger printing should be changeable from the headend and should be random on the viewing device.

- 2.16 The Finger printing should be possible on global as well as on the individual STB basis
- 2.17 The Overt finger printing and OSD messages of the respective broadcasters should be displayed by the Operator without any alteration with regard to the time, location, duration and frequency.
- 2.18 No common interface Customer Premises Equipment ("**CPE**") to be used.
- 2.19 The STB should have a provision that OSD is never disabled.
- 2.20 The fingerprinting ("**FP**"), both covert and overt, and OSD of Broadcaster should be displayed by Operator without any tampering with regard to time, location, duration, colour and frequency;
- 2.21 The FP (both covert and overt) shall be provided by the Operator at the scheduled time, location (by x-y coordinates), duration, colour and on demand specified by Broadcaster and with a notice (either verbal or in writing) of ten (10) minutes from Broadcaster to the Operator. It should be possible to programme the STB or CPE to display its FP through OSD messaging;

### 3. Piracy, piracy reports and prevention

- 3.1 The Operator shall immediately notify Broadcaster if it ascertains or becomes aware that (hereinafter, each a "**Piracy Event**"):
  - 3.1.1 Any Smart Card or STB is being located, supplied or sold outside the Authorized Area,
  - 3.1.2 The Channel(s) is being viewed via a Smart Card or STB by a STB party that is not a residential Subscriber,
  - 3.1.3 A Smart Card is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Authorized Area, or
  - 3.1.4 A Smart Card and/or STB is being used by a cable operator to distribute the Channel(s).
- 3.2 If Broadcaster becomes aware of a Piracy Event then, at Broadcaster's request, Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.
  - 3.2.1 In the event Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all necessary assistance to Broadcaster to prevent or combat such Piracy Event.
  - 3.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Broadcaster, where Broadcaster shall be one of the parties to such action, it shall notify Broadcaster in writing and seek Broadcaster's prior written consent. Where Broadcaster consents to Operator taking legal or other action on behalf of Broadcaster, Operator shall keep Broadcaster fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its Operators without the prior written consent of Broadcaster.
- 3.3 If Operator's Conditional Access is hacked or otherwise compromised, Operator agrees to change or upgrade, within 60 days of Operator becoming aware of such hacking, its CA and/or SMS to ensure that the Conditional Access cannot be hacked or compromised within the Authorized Area. If Operator does not make such change or upgrade within such period of time, Broadcaster shall have the right to suspend or terminate this Agreement in accordance with Clause 15. During such period, Operator shall implement a temporary fix to protect the Channel(s).
- 3.4 The Operator shall investigate and report to Broadcaster any incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a STB and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs or Smart Cards or other equipment that enable access to the Channels.



**Schedule E**

**Audit**

The intent of the audit is to ensure:

- That Operator's systems are fully compliant with all regulatory requirements
- Revenue assurance of broadcaster
- Compliance with contractual commitments as per interconnect agreement

The audit shall cover and include the following:

1. Headend Audit
2. CAS/DRM audit
3. SMS audit
4. Data integrity of CAS/DRM and SMS
5. STB audit
6. Distribution Network audit- Territory/areas covered
7. Anti-piracy measures
8. Broadcasters IRDs physical verification and their respective status
9. Interconnection Regulation
10. TS recording at various places
11. Validation of Ground Samples

The Parties acknowledge and agree that the scope of the Audit shall be modified and/or replaced / revised in the event TRAI notifies or recommends any changes in this regard during the Term of this Agreement. The Operator undertakes that the Operator shall always comply with the requirements stipulated by TRAI in respect of the Audit Manual

**Scope and Scheduling of Audit:**

(A) Scope: The annual Audit caused by Operator shall include the Audit to validate compliance with this Schedule and the Subscription Audit, as provided for in these regulations.

(B) Scheduling: The annual Audit as caused by Operator under regulation 15 (1) shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years.

**Addressable Systems Requirements:**

**(C) Conditional Access System (CAS) and Subscriber Management System (SMS):**

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.  
*Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.*
2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.  
*Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.*
6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least Five percent (5%)

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

21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

**22. Additional requirements:**

**A. CAS Mandatory Requirements**

**1. Time Stamping:** All logs shall be stamped with date and time. The system shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.

**2. Activation and Deactivation:** No access/login IDs/user interface/application shall be provided to the distributor of television channels to execute any commands, including but not limited to, activation/de-activation, bouquet creation/modification/deletion, etc., directly from CAS by bypassing SMS: Provided that, if any activity has been carried directly from CAS for trouble shooting; such an exception shall be identified through the synchronization mismatch report. Further, for any activity outside the normal channel/route of SMS-based commands, a secure log shall be maintained and made available on request to the audit or testing agency for scrutiny.

**3. SMS and CAS Integration:** Each instance of the activity carried out at SMS pertaining to CAS shall be recorded in the logs/reports of CAS, along with date and time stamp.

**4. Set Top Box (STB) Operation:** Upon deactivation of any subscriber from the SMS, all program/services, including all free- to-air (FTA) and pay channels and platform services, shall be denied to that subscriber: Provided that there shall be a facility for the distribution platform operator (DPO) to continue to provide B-mail/scroll messages that enable a consumer to get the information in relation to the recharge/payment of the pending dues.

**5. Channel Addition:** CAS shall be capable to add/modify channels/bouquets as may be required from time to time.

**6. Logical Channel Number (LCN):** CAS shall not support carriage of channel with same name or nomenclature in the distributor's network served by each headend under more than one LCN, and another channel descriptor. Further, each channel available in CAS shall be uniquely mapped with channels available in SMS.

**7. Hybrid STB:** In case a distributor of television channels has deployed hybrid STBs, CAS shall ensure that the over-the-top (OTT) App does not get access to the linear Television channels, and the CAS does not get access to channels delivered through OTT platform: Provided that, all the mandatory requirements for CAS shall be complied by the hybrid STBs.

**8. CAS Reports:**

(a) CAS database shall have the reports of white list of card/STBs along with details such as active/inactive status, with the date and time stamp.

(b) CAS system shall be capable of generating reports pertaining to the channel/bouquet subscriptions and active/deactivated subscribers, or any combination thereof; of sharing the same with SMS as a scheduled activity, and also upon request, including, but not limited to, the following details:

- (i) STB Number
- (ii) Viewing Card (VC) Number [or, in case of card-less CAS, chip identification (ID) or virtual card number of the STB]
- (iii) Product Code pertaining to channels/ bouquets available on the platform
- (iv) Start date of entitlement
- (v) End date of entitlement
- (vi) Status of card (Active/Inactive)

(c) It shall be possible to generate following reports from the logs of CAS:

- (i) STB-VC pairing/de-pairing
- (ii) STB activation/deactivation
- (iii) Channel assignment to STB
- (iv) Report of the activation/deactivations of a particular channel for a given period

**9. CAS Database and tables:**

a) There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split CAS database for creation of more than one instance by a DPO or a vendor.

b) CAS must support the following options with reference to uploading of unique access (UA)/ viewing card

(VC) details in CAS database:

- i. a secure un-editable file of card details, as purchased by the distributor, to be uploaded by the CAS vendor on the CAS Server directly, or,
- ii. if it is uploaded in any other form, UA/VC in CAS database shall be captured in logs.
- iii. Further, CAS shall support an automated, application programming interface (API)-based mechanism to populate such UA/VC details in the SMS, without any manual intervention.

**10. CAS Logs:** CAS logs such as the user command, configuration, channel/bouquet creation, modification, etc., shall be kept in a secured and un-editable way.

**11. CAS Backup Server:** In the event of provisioning of a backup server, logs of all activities carried out in main server shall be concurrently copied into the backup server:

Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:

Provided further that the main and backup server shall always be in sync with regard to the key data such as subscription data, STB UA/VC details, entitlement level information, etc.

**12. CAS-STB addressability:**

(a) CAS shall be capable of providing STB/viewing card information with the current date, time, and name/logo of the distributor of television channels.

(b) CAS shall be capable of individually addressing subscribers for the purpose of generating the reports on channels and STB by STB basis.

(c) CAS shall be capable of tagging and blacklisting VC numbers and STB numbers that are involved in piracy, to ensure that such STB/ VC cannot be redeployed.

(d) CAS shall be capable of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

**13. Access to Database:** CAS and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database audit trail shall be permanently enabled.

*Explanation 1:* Database here refers to the database where data and log of all activities related to STB activation, deactivation, subscription data, STB UA/VC details, entitlement level information, etc., is being stored.

**14. Provision of a-la-carte channels or bouquet:**

(a) CAS (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.

(b) CAS (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.

**15. CAS and SMS Server Separation:** CAS and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.

**16. Finger printing measures:**

(a) CAS shall support both covert and visible types of finger printing functionality.

(b) The fingerprinting shall be on the topmost layer of the video.

(c) The fingerprinting shall appear on the screen in all scenarios, such as menu, electronic programme guide (EPG), settings, blank screen, games, etc.

(d) The fingerprinting shall not get invalidated by use of any device or software.

(e) CAS shall have the capability to run fingerprinting at regular intervals (e.g., minimum of 2 fingerprints per hour on a 24x7x365 basis) and provide broadcasters with the fingerprint schedule on request.

(f) The fingerprinting shall be available on global as well as on individual STB basis.

**17. CAS Database (DB) Export:** CAS shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.

**18. Firewall Access:** CAS shall be accessible through a Firewall only.

19. **CAS Server Hardware:** CAS shall be deployed on hardened secure server hardware. CAS shall protect against any backdoors, malicious software deployments, and cyber security threats.

20. **De-entitlement of STB:** CAS should have the following features:

(a) The entitlement end date in CAS shall be equal to the entitlement end date in SMS, or,

(b) The entitlement end date in CAS shall be open and SMS shall manage entitlements based on the billing cycles and payments.

## B. SMS Mandatory Requirements

### 1. Synchronization of the data of both CAS and SMS:

(a) CAS and SMS data shall be synchronized with each other. There shall be a facility to trace data mismatch between CAS and SMS on periodic basis, to be made available during audits.

(b) SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:

(i) STB No.

(ii) VC No. (Or in case of card-less CAS, chip ID or virtual card number of the STB)

(iii) Product Code pertaining to à-la-carte channels and bouquets available on the platform

(iv) Start Date of entitlement

(v) End Date of entitlement

(vi) Status of card (Active/Inactive)

(c) The file output of CAS shall be processed by SMS system to compare and generate a 100% match or mismatch error report.

### 2. Channel/Bouquet management:

SMS shall support the following essential requirements:

(a) Create and manage all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc.

(b) Manage changes in the channel/bouquet, as may be required, from time to time.

(c) Link the products' IDs for à-la-carte channels and bouquets (Single and Bulk) created in CAS with the product information being managed in SMS, for smooth working of SMS and CAS integration.

(d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).

### 3. Network Capacity Fee (NCF) Policy Creation:

SMS shall support all Network Capacity Fee related requirements mandated by the applicable tariff order.

### 4. Bill/Invoice Generation:

SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, Pay Channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB (if any), other applicable charges, including Goods and Services Tax (GST).

### 5. Password Policy Creation for Users:

SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof.

### 6. Management of Logs:

(a) SMS shall have the facility to provide user detail logs with the ID of users on each login event.

(b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log.

(c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs.

(d) The logs shall be maintained for a period as specified in Schedule III or at least two audit cycles, whichever is later.

### 7. Channel subscription report:

SMS shall be able to provide the total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions.

### 8. SMS Database and tables:

(a) There shall not be any active unique subscriber outside the database tables.

(b) SMS shall not provide an option to split SMS database or for creation of more than one instance.

(c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator.

(d) SMS shall be capable of capturing the following information required for audit or otherwise:

(i) Bouquet à la carte status change history

(ii) Bouquet composition change history

(iii) Change in status of connection (primary to secondary and vice versa)

**9. Firewall Access:** SMS shall be accessed through a Firewall.

**10. STB-VC pairing:** STB and VC shall be paired from the SMS to ensure security of channel.

**11. SMS-STB addressability:** The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

**C. CAS Desirable Requirements:**

**1. Message Queue:**

(a) In the event of unsuccessful transmission of messages due to network failure (*for instance*, due to power failure), the head-end should have an option to queue up the messages. Further, there should be a provision to retry them at specified intervals using additive back off retriial timings.

(b) In the event of unsuccessful deliveries of the messages, the life of the messages should be specifiable.

**2. Geographical Blackout:** CAS shall have the feature of geographical blackout.

*Explanation 1:* Geographical blackout is the ability of CAS to blackout a particular region based on the postal index number (PIN) Codes [Geographic Area Code], if required by government agencies or for other reasons.

**3. After-Sales Service Support:** The required software and hardware support should be available to the distributor of the television channels' installations from the CAS vendor's support teams located in India. The support should be such as to ensure the CAS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime.

*Explanation 1:*

(i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the CAS vendor.

(ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement / service-level agreement (SLA) between the service provider, i.e., CAS vendor and the customer (DPO).

(iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee.

**D. SMS Desirable Requirements**

**1. Data Verification:**

(a) SMS should have the facility to carry out auto-reconciliation of channels/à la carte and all bouquets with their respective ID created in SMS with CAS configuration, and the variance report should be available in the system with logs.

**2. SMS Reports:** SMS should have a provision of generating the following reports pertaining to STB/VC:

(a) White list of STB/VC along with active/inactive status

(b) Faulty STB/VC – repairable and beyond repairable

(c) Warehouse fresh stock

(d) In stock at local cable operator (LCO) end

(e) Blacklist

(f) Deployed with activation status

(g) Testing/demonstration STB/VC with location

**3. Audit-related requirements:** SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise:

**a. Subscriber related:**

(i) Subscriber contact details change history

(ii) Connection count history

(iii) Transition of connection between Disconnected/Active/Temporary Disconnected

(iv) Subscription change history

**b. LCO related:**

(i) LCO Contact details change history

(ii) LCO and DPO sharing change history

**c. Product (Bouquet/à-la-carte channel) related:**

(i) Broadcaster à-la-carte relation

(ii) Bouquet name change history

(iii) À la carte name change history

(iv) Bouquet à-la-carte channel rate change history

**d. STB/Smartcard related:**

(i) Change in location history

(ii) Change in status (Active/Damaged/Repaired)



**4. User Authentication:** SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system.

**5. Miscellaneous:** SMS should have the provision to support the following miscellaneous requirements:

- a. List of à-la-carte channels and bouquets, digital headend (DHE) and Zone-wise: Provision to support/manage Zone/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in CAS.
- b. Revenue Sharing Between DPO and LCO: Provision to define and calculate DPO and LCO revenue share separately for distribution fee as well as for NCF, as per the agreement executed between them, with the option to maintain historical information can be very useful and is desirable.
- c. LCO invoicing with GST: Provision to generate invoicing under multiple GST registration numbers of LCO's and to comply with GST invoicing norms as applicable.
- d. Product(à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.
- e. Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm.
- f. Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.
- g. Calendar/Activity Scheduling: Provision to auto-schedule activities like STB activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.
- h. Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs.
- i. Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals.
- j. Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.
- k. Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
- l. Generation of Reports: Provision to generate the following reports for operational purpose:
  - i. All, selective and single boxes' current status with their first-time activation date.
  - ii. Total number of à-la-carte channels and bouquets and STB expiring detail till given future date on the dashboard, according to the permission.
  - iii. Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission.
  - iv. Total active and inactive subscriber's details with multiple criteria (network-wise, à-la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

**6. After-Sales Service Support:** The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime:

*Explanation 1:*

- (i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the SMS vendor.
- (ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement/SLA between the service provider, i.e., SMS vendor and the customer (DPO).
- (iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee."

**E. Fingerprinting: -**

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals.
2. The STB should support both visible and covert types of finger printing.  
Provided that only the STB deployed after coming into effect of these Amendment regulations shall support the covert fingerprinting.
3. The fingerprinting should not get invalidated by use of any device or software.
4. The finger printing should not be removable by pressing any key on the remote of STB.

5. The finger printing should be on the top most layer of the video.
6. The finger printing should be such that it can identify the unique STB number or the unique VC number.
7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

**F. Set Top Box (STB): -**

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

The Operator to provide Broadcaster with following documents and information for audit purposes:

- (i) Complete Block Diagram of the head end;
- (ii) Details of Authorized Area;
- (iii) Details of local cable operators ("LCOs") connected with Operator's Platform/network.
- (iv) Details of areas in which Operator is providing its services.

Following shall be validated during the audit:

1. Review Complete Network Diagram
2. Undertaking from Operators for all SMS and CAS installed at Head end - issue of Multiple CAS/SMS
3. Certificate from CAS provider for details of super CAS ID and version. Also confirmation with respect to history of hacking
4. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for Authorized Area(s).

5. Review whether live diagram/fibre details of network are captured in SMS system
6. To check if Operator's Finger Printing is available across the network.
7. Confirm whether watermarking network logo for all Channels is available.
8. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
9. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
  - Unique Subscriber ID
  - Subscriber Contract Details - No, Term, Date, Name, Address & contact details
  - Hardware details
10. Review the subscribers' activation/de-activation history in the SMS system
11. Validate if the SMS is integrated with the Conditional Access ("CA") system.
12. Review if all the active and de-active STBs are synchronized in both SMS and CA system.
13. Validate if independent log/report can be generation for active and de-active Smart Cards with the product/channels active in both SMS & CA systems.
14. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
15. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
16. Validate if the LCO is attached to a Subscriber
17. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
18. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Broadcasters/Aggregators.
19. In case of non-addressable systems, extraction, examination and evaluation of reports pertaining to channel-wise frequency/band allocation
20. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates,
21. Reviews of the following reports are supported by SMS & CA System
  - a. Total no of Subscribers - active & de-active separately
  - b. De-active subscribers with ageing report
  - c. Channel wise Subscribers - total
  - d. Channel wise Subscribers - split by package
  - e. Revenue by Package/Channel
  - f. Subscriber/Revenue Reports by State/City
  - g. No of packages/services offered
  - h. List of Channels/rates of each package
  - i. Rate Card Options offered/Attached with active Subscribers
  - j. Historical data reports i.e. activation/deactivation etc.
  - k. Free/demo Subscribers details
  - l. Exception cases - active only in SMS or CA system
22. Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
  - Customer acquisition
  - Provisioning of the subscriber in authentication, billing and SMS system
  - Scheme/package change request process
  - Customer Retention process, if any
  - Deactivation and churn process
23. Verify the various schemes/packages being offered to customers

- Obtain details of all approved schemes/packages and add on which are being offered to customers
  - Interactions with the Operator's marketing and sales team on how the various channels are being marketed
  - Any special marketing schemes or promotions
  - Details of the consumers subscribing to the various schemes/packages, including 'demo'/free/complimentary/testing/promotional subscribers
24. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
- Generation of reports for subscriber declaration for Channels/bouquets
  - Any reconciliations/checks/adjustments carried out before sending the declarations
25. Analyze declaration reports on a sample basis:
- Reconciling the declaration figures with base data from various systems (SMS/ Provisioning/Billing and Authentication systems)
  - Analyze the computation of average subscribers
  - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
26. Analyze the following:
- Input and change controls of customer data into SMS
  - SMS user access controls - authentication, authorization and logging
  - System logs to identify any significant changes or trail of changes made
  - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
  - System logic for the reports which are inputs to Broadcaster declarations
  - Channel allocation/fixation to a particular LCN/CDN
  - Mapping of subscriber id across the CRM and SMS billing system if the same is different across the Systems.
  - Sample of activation and deactivation request logs
  - Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/rep)
  - Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/rep)
  - Live demo of the queries being put in to the system to generate different reports.
  - List of CAS and SMS used by Operator in Authorized Area(s). In case more than one CAS and SMS system is used by Operator for Authorized Area(s), then understand and analyze how the two markets are segregated, controlled, reported and invoiced
  - Similarly, list of head-ends of the operator providing services in Authorized Area(s) and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
  - In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS
27. Verification of Broadcaster's FP passing through the Operator's STB.

**SCHEDULE F**  
**HARDWARE FORM**

This Hardware Form forms an integral part of Reference Interconnect Offer dated \_\_\_\_\_  
bearing agreement number \_\_\_\_\_

Customer Code : \_\_\_\_\_

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

**Location Code:** \_\_\_\_\_

**Installation Location Address:**

Address Line 1:	Address Line 2:
Address Line 3:	City/Town/Village:
Pin code:	Taluk/Tehsil:
District:	State:

**Channel wise serial number details of all IRDs, VC Nos and CAMs of the Services being subscribed by the Operator at the location:**

**Installation Type:**

Sr. No	Select	Name of the Channel	IRD NO	VC NO	CAM NO
1	<input type="checkbox"/>	SONY AATH			
2	<input type="checkbox"/>	SONY YAY!			
3	<input type="checkbox"/>	SET MAX			
4	<input type="checkbox"/>	MAX 2			
5	<input type="checkbox"/>	SONY WAH			
6	<input type="checkbox"/>	SET PIX			
7	<input type="checkbox"/>	SAB			
8	<input type="checkbox"/>	Sony Entertainment Television (SET)			
9	<input type="checkbox"/>	Sony MARATHI			
10	<input type="checkbox"/>	SIX			
11	<input type="checkbox"/>	PAL			

12	<input type="checkbox"/>	SONY BBC EARTH			
13	<input type="checkbox"/>	TEN 1			
14	<input type="checkbox"/>	TEN 2			
15	<input type="checkbox"/>	TEN 3			
16	<input type="checkbox"/>	TEN 4			
17	<input type="checkbox"/>	SIX HD			
18	<input type="checkbox"/>	SET HD			
19	<input type="checkbox"/>	PIX HD			
20	<input type="checkbox"/>	MAX HD			
21	<input type="checkbox"/>	SAB HD			
22	<input type="checkbox"/>	SONY BBC EARTH HD			
23	<input type="checkbox"/>	TEN 1 HD			
24	<input type="checkbox"/>	TEN 2 HD			
25	<input type="checkbox"/>	TEN 3 HD			
26	<input type="checkbox"/>	TEN 4 HD			

**Installation Type:**

Sr. No	Select	Name of the Channel	IRD NO	VC NO	CAM NO
1	<input type="checkbox"/>	SONY AATH			
2	<input type="checkbox"/>	SONY YAY!			
3	<input type="checkbox"/>	SET MAX			
4	<input type="checkbox"/>	MAX 2			
5	<input type="checkbox"/>	SONY WAH			
6	<input type="checkbox"/>	SET PIX			
7	<input type="checkbox"/>	SAB			
8	<input type="checkbox"/>	Sony Entertainment Television (SET)			
9	<input type="checkbox"/>	Sony MARATHI			
10	<input type="checkbox"/>	SIX			
11	<input type="checkbox"/>	PAL			
12	<input type="checkbox"/>	SONY BBC EARTH			
13	<input type="checkbox"/>	TEN 1			
14	<input type="checkbox"/>	TEN 2			
15	<input type="checkbox"/>	TEN 3			
16	<input type="checkbox"/>	TEN 4			
17	<input type="checkbox"/>	SIX HD			
18	<input type="checkbox"/>	SET HD			
19	<input type="checkbox"/>	PIX HD			
20	<input type="checkbox"/>	MAX HD			
21	<input type="checkbox"/>	SAB HD			
22	<input type="checkbox"/>	SONY BBC EARTH HD			
23	<input type="checkbox"/>	TEN 1 HD			
24	<input type="checkbox"/>	TEN 2 HD			
25	<input type="checkbox"/>	TEN 3 HD			
26	<input type="checkbox"/>	TEN 4 HD			



The Operator acknowledges the receipt/possession of the IRDs as detailed above and certifies them to be found in excellent working condition.

*Capitalized terms unless otherwise defined herein shall bear the same meaning as ascribed to them under the Reference Interconnect Offer.*

<b>For Sony Pictures Networks India Private Limited</b>	<b>For _____</b>
Name of Authorized Signatory:	Name of Authorized Signatory:
Designation	Designation:
Date:	Date: